

Delhi Electricity Regulatory Commission



Tender

For

Engagement of a consultant for Performance Audit of DTL

November 2014

Viniyamak Bhavan

C-Block, Shivalik

Malviya Nagar

New Delhi 110017

Bid For Appointment of consultants

Terms and Conditions

1.	<p>DELHI ELECTRICITY REGULATORY COMMISSION invites bids from consultant/ technical expert for performance audit of DTL Method of selection: QCBS (Quality & Cost Based System)</p>												
2.	<p>Delhi Electricity Regulatory Commission (hereinafter referred to as the DERC or the Commission) is a body corporate set up by the Government of National Capital Territory of Delhi under the Delhi Electricity Reforms Act, 2000. Some of the major responsibilities assigned to the Commission are:</p> <p>(a) To determine tariff for electricity including wholesale, bulk or retail and for the use of transmission facilities in the National Capital Territory of Delhi</p> <p>(b) To regulate power purchase and procurement process of the distribution licensees including the price at which the power shall be procured from generating companies/stations etc. in the National Capital Territory of Delhi</p> <p>(c) To issue and regulate the licences for transmission, bulk supply, distribution or supply of electricity in the National Capital Territory of Delhi</p> <p>(d) To promote competition efficiency and economy in the activities of the electricity industry in the National Capital Territory of Delhi</p> <p>(e) To regulate the operation of power system in the National Capital Territory of Delhi</p>												
3.	<p>During recent days, there has been load shedding in various areas of Delhi and unscheduled outages have taken place. It has been noted that the peak demand of Delhi has reached around 5500 MW, and transmission constraints have been encountered in evacuation of power to DISCOMs.</p> <p>DERC intends to engage a technical expert / consultant for performance audit of DTL.</p> <p>The scope of work/Terms of Reference and the activity schedule is as under:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%; text-align: center;">Sl. No.</th> <th style="width: 70%; text-align: center;">Activity</th> <th style="width: 20%; text-align: center;">Time Period from the engagement</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Interact with DTL, DISCOMS, CEA and Govt. of Delhi to assess the present power situation of Delhi.</td> <td style="text-align: center;">15 days</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Analyze, evaluate & quantify the reasons for the unprecedented load shedding during summer in Delhi and to attribute the responsibility to the utilities viz. DTL and DISCOMs</td> <td style="text-align: center;">45 days</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Study the perspective plan, evaluate the adequacy of present transmission and distribution network of utilities for delivery of power to the DISCOMs for present load & also suggestions for modification in Perspective Plan taking in to account for future loads growth up to next 5 years.</td> <td style="text-align: center;">90 days</td> </tr> </tbody> </table>	Sl. No.	Activity	Time Period from the engagement	1.	Interact with DTL, DISCOMS, CEA and Govt. of Delhi to assess the present power situation of Delhi.	15 days	2.	Analyze, evaluate & quantify the reasons for the unprecedented load shedding during summer in Delhi and to attribute the responsibility to the utilities viz. DTL and DISCOMs	45 days	3.	Study the perspective plan, evaluate the adequacy of present transmission and distribution network of utilities for delivery of power to the DISCOMs for present load & also suggestions for modification in Perspective Plan taking in to account for future loads growth up to next 5 years.	90 days
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4.	Submission of Report :- The consultant shall prepare the report as per the above scope of work.
5.	Completion of Assignment :- The consultant shall complete the assignment within 90 days from the date of award of work. The Commission shall review the progress every fortnight. The Commission may relax completion period, if there are reasons beyond the control of consultant to complete the assignment; however no extra payment shall be granted for such delay.
6.	The address for submission of proposal and requesting clarifications is: The Secretary, Delhi Electricity Regulatory Commission, Viniyamak Bhawan, C-Block, Shivalik, Malviya Nagar, New Delhi – 110 017. Telefax: 011-26673608, E-mail: secyderc@nic.in
7.	The Consultant shall be an individual having expertise in following areas: <ul style="list-style-type: none"> • Clear understanding of the Indian regulatory and power scenario and developments over the last decade including the applicable policies, legal and regulatory framework and reforms at Central and State levels. • Proven experience in the field of planning and monitoring of EHV schemes which may be required for augmentation of the network to take care the load growth or any new scheme.
8.	The Consultant shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Commission or that may reasonably be perceived as having this effect. The Consultant shall not be presently handling/have handled in their personal capacity, any assignment within last 5 years for DTL or Delhi DISCOMs. The Consultant shall not be hired for any assignment that would be in conflict with their prior or current obligations to their other clients or that may place them in a position of not being able to carry out the assignments objectively and impartially.
9.	i. Proposals, all related documents and subsequent reports (in case of selection as Consultant) shall be submitted in ENGLISH only. ii. Consultant is required to quote the prices in the Indian currency only. Proposals must remain valid for 3 calendar months from the date of opening of the bids. The bids valid for a period shorter than the specified period shall be rejected as being non-responsive.

10. The Bid Schedule shall be as under:

1	Issue of bid documents	Till 23-12-2014 ,1500 hrs.
2	Last Date of Receipt of Bid Proposals	24-12-2014 at 1400 hrs
3	Opening of Technical Bids	29-12-2014 at 1600 hrs
4	Evaluation results of Technical Bids	02-01-2015 at 1500 hrs
5	Opening of Financial Bids	09-01-2015 at 1600 hrs
6	Selection and Award of Assignment	16-01-2015

Note :

- The bid documents shall be issued free of cost, on request from individual experts. Bio-Data of the consultant should be enclosed along with such request letter.
- The timeline for S.No. 4,5 & 6 may be changed in the interest of expediting the work.

11. i. Separate Technical and Financial proposals are required to be submitted for the assignment. Separate sealed cover shall be submitted for the Financial and Technical Bids. The Bidder shall submit only one original set of the Bid. The envelopes shall mention name of assignment and nature of Bid (Technical/Financial) at the top and the name of the submitting bidder at the left hand corner of the envelope. The bids shall be submitted in the enclosed formats (Form 1 to 5).
- ii. The Technical bids shall not indicate particulars of the Financial bids otherwise the bids shall be liable to be rejected. All Technical documents like literature, catalogues, etc. shall be placed in the same sealed cover.
- iii. Each page of bid should be numbered and signed and the forwarding letter must indicate the details of the enclosures attached.

12. **Technical Evaluation:**

The Technical bids shall be opened at in the office of the Secretary, DERC, by the Evaluation Committee in the presence of bidders, who wish to participate. The Technical evaluation will be done on the basis of the following criteria with maximum marks of 100 for each criterion. The weights for each factor of the criteria shall be as follows:

1.	Consultants' specific experience relevant to the assignment	20
2.	The quality of proposed methodology and work plan	40
3.	Qualifications and competence of consultant	40

13.	<p>Criterion for Technical evaluation-</p> <ul style="list-style-type: none"> • <u>Specific experience of the Consultants</u> relevant to the similar assignment with emphasis on projects of Regulatory Commission and Utility in Power Sector. • <u>Adequacy of the proposed methodology and work plan</u> - The qualifying proposal should qualify under all the sub-criteria, viz. <p>(a). Technical approach & methodology – The consultants shall explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output. They shall highlight the issues being addressed and their importance, and explain the technical approach they would adopt to address them. They shall also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.</p> <p>(b). Work plan - The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan shall be consistent with the Work Schedule.</p>
14.	<p>The minimum qualifying total score, for the technical bid shall be 70. The financial bids of only those bidders shall be opened whose score shall be 70 or above in technical bids. After completion of the technical evaluation, the Commission shall inform those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the TOR and the financial proposal etc. of such non-responsive bids shall be returned un-opened on completion of the selection process. The list of bidders whose offers have been selected after technical evaluation shall be displayed at the website and notice board of the Commission's Office Such selected bidders may attend the opening of financial bids at the office of the Secretary, DERC on scheduled date.</p>
15.	<p>Financial Evaluation:</p> <p>The Bidder shall quote the amount for work / assignment in Financial Bid. The financial proposals of the pre-qualified Consultants shall be opened by the Evaluation Committee in presence of those consultants or their representatives whose bids are short listed for financial evaluation.</p> <p>i. The proposal with lowest evaluated cost shall be given a financial score of 100 and other proposals shall be given financial scores that are inversely proportional to their prices.</p>

	ii. Evaluation of financial bids shall entail selection of consultant after adding scores of technical and financial proposals with respective weight-age, which shall be 0.70 for technical bid and 0.30 for financial bid.
16.	The Commission will discuss with the selected bidder (i.e. bidder with the highest score) and discuss the detailed work plan with them. Any suggestions that the bidder has, to improve the TORs, staffing details, activities to be undertaken by the consultants, reporting, etc. as also the inputs required from the DERC to ensure satisfactory implementation of the assignment, shall be discussed with the bidder and finalized. These discussions will be on the strict understanding that the amount quoted in the Bid document will not be increased for any reason whatsoever.
17.	DERC may hold review meetings fortnightly, or more frequently if so needed, with the Consultant.
18.	i. The successful bidder shall enter into a contract agreement with the Commission in the prescribed format as per Annexure 'II' and shall commence the assignment as per schedule assigned by the Commission. ii. If the Consultant, finally selected for award of contract on basis of above procedure, fails to enter into a contract within the time limit as may be prescribed, the Commission shall invite the consultant who has obtained the second highest score on consideration of Financial and Technical bids for award of the contract for carrying out the assignment.
19.	The consultant shall not utilize or publish or disclose or part with any statistics, data or information collected for the purpose of Commission, without written consent of the Commission. The consultant shall be duty bound to hand over the entire records of assignment to the Commission before the expiry of the contract.
20.	The Commission reserves the right to award the total assignment or to delete any part of assignment or reject any bid without assigning any reasons for the same. Failure to provide all information or conceal any information material to award of contract shall be at bidder's own risk and may result into rejection of the proposal.
21.	The financial proposal submitted in Form 5 shall be a firm and unconditional proposal for the execution of the scope of assignment given in the contract.
22.	Other Issues: The above description of scope of consultancy is purely indicative and not exhaustive. Changes/additions can be made by DERC as a better understanding develops, to enhance the value of the study, without changing its basic nature.
23.	<u>Terms of payment</u> The payment shall be released on stage-wise completion of the services including submission of "Deliverables" and subject to acceptance by the Commission as per following:

Milestones as per which invoices for fees shall be raised by consultant	% of contract value
Mobilization Fee	10%
Submission of Draft report	30%
Submission of final report to the Commission	40%
After acceptance report by the Commission.	20%

- Consultancy charges in respect of analysis, discussion, support, presentation before the Commission during the meeting etc. shall be inclusive in total contract value.
- The Consultant shall furnish lumpsum remuneration/cost including all expenditures.
- Service Tax and Education Cess as applicable shall be payable extra.
- Sitting space in office whenever required to work in DERC office shall be provided by the Commission.
- No other charges shall be payable.

PROPOSAL SUBMISSION LETTER

To:

**The Secretary,
Delhi Electricity Regulatory Commission
Viniyamak Bhawan,
C-Block, Shivalik,
Malviya Nagar,
New Delhi – 110 017**

Madam,

I, the undersigned, offer to provide the consultancy services for undertaking the assignments relating to in accordance with your bid (ref. No.)

I am hereby submitting my proposal for assignment in one Original and two copies marked as "Original" and Copy no.-1 and Copy no.-2 respectively in the prescribed formats, which includes the Technical Proposal and the Financial Proposal sealed under separate envelopes. Each page of the proposal has been numbered and signed by me.

It is also confirmed that presently I am not handling/ have not handled in my personal capacity, any assignment within last 5 years for DTL or Delhi DISCOMs, that would be in conflict with this assignment or place us in a position of not being able to carry out this assignment objectively and impartially.

If negotiations are proposed by the Commission at any stage I undertake to negotiate as per the requirement of the assignment. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

Encl. As above

Yours sincerely,

Name and Title of Signatory

Technical Proposal

**Relevant services carried out in the last five years
that best illustrate qualifications**

(Using the format below, provide information on each reference/assignment for which you, individually as a corporate entity or as one of the major companies within an association, was legally contracted)

1. Assignment Name:	
2. Name & address of the client:	
3. Start Date and Completion Date (Month/Year):	
4. Approx. Value of Services (in Indian Rs.)	

Signatory

Technical Proposal
Format of Curriculum Vitae (CV) for proposed
Professional expert

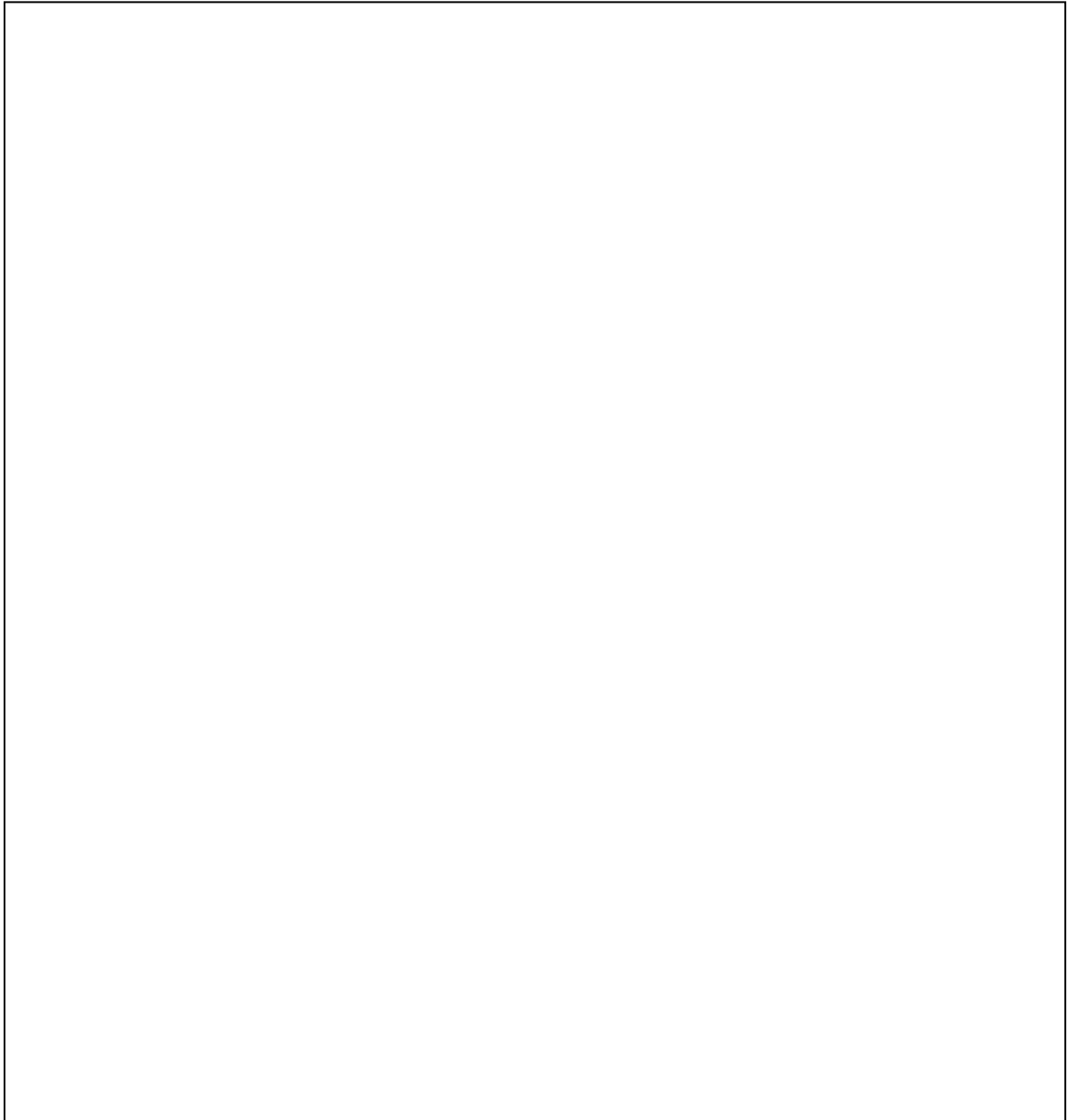
1. Name	
2. Nationality	
3. Profession	
4. Date of Birth	
5. Years with Firm/entity	
6. Membership in Professional Societies	
7. Details of task Assigned	
8. Educational Qualifications	
9. Work undertaken that best illustrates capability to handle the task assigned (mention name of assignment, year, location, employer, main projects, features, position held and activities performed.)	

Signatory

Technical Proposal

Description of the proposed methodology and

Work plan for performance of the assignment



Signatory

FINANCIAL PROPOSAL SUBMISSION LETTER

To:

**The Secretary,
Delhi Electricity Regulatory Commission
Viniyamak Bhawan,
C-Block, Shivalik,
Malviya Nagar,
New Delhi – 110 017**

Madam,

I, the undersigned, offer to provide the consultancy services for undertaking the assignment relating to in accordance with your bid.

I hereby submit my Financial Proposals in Form 5 for the assignment.

I hereby confirm that the financial proposal in Form no.-5 is unconditional and I acknowledge that any condition attached to financial proposal shall result in rejection of my financial proposal.

My Financial Proposal shall be binding upon me subject to the modification resulting from Contract negotiations, with by the Commission. Each page of the proposal has been signed by me.

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

I further understand that these costs are all inclusive which include manpower cost, establishment cost, travel expenses and other overheads etc. (Service Tax and Education Cess as applicable shall be reimbursed extra, and Sitting space in office whenever required to work in DERC office shall be provided by the Commission).

Encl. Form 5

Yours sincerely,

Name and Title of Signatory

Address:

Financial Proposal

Summary of cost

Description of Activity to be done	Bid amount (in Rs.)
<ol style="list-style-type: none"> 1. Interact with DTL, DISCOMs, CEA and Govt. of Delhi to assess the present power situation of Delhi. 2. Analyze, evaluate & quantify the reasons for the unprecedented load shedding during summer in Delhi and to attribute the responsibility to the utilities viz. DTL and DISCOMs. 3. Study the perspective plan, evaluate the adequacy of present transmission and distribution network of utilities for delivery of power to the DISCOMs for present load & also suggestions for modification in Perspective Plan taking in to account for future loads growth up to next 5 years. 	(Lumpsum amount to be quoted)
Applicable Taxes	
Total	

Signatory

(Contract Agreement to be signed by Consultant with DERC)

This ARTICLES OF AGREEMENT made on this day of2014

BETWEEN:

Delhi Electricity Regulatory Commission a statutory Body set up by the Government of NCT of Delhi under the Delhi Electricity Reform Act, 2000 and having its office at Viniyamak Bhawan, C-Block, Shivalik, Near Malviya Nagar, New Delhi – 110 017, hereinafter referred to as the "Commission" (Which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART

AND

_____ having its office at _____, herein after referred to as the Consultant (which expression shall unless excluded or repugnant to the context or meaning thereof include its successors and permitted assigns) of the SECOND PART.

(The Commission and the _____ are individually referred to as the "Party" and collectively as the "parties").

WHEREAS the Commission has awarded the contract on the basis of open bid to the party of the SECOND part as a Consultant inter alia for "Performance Audit of DTL", more precisely explained in the 'Terms of reference' contained in the bid document dated_____".

_____has agreed to provide consultancy services to the Commission on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESS and the parties hereto respectively agree as follows:

1. _____ is appointed as consultant of the Commission for the aforementioned assignment. _____ shall commence the assignment from zero date, which is mutually agreed between the Commission and the Consultants as _____. The Consultant shall execute and complete the assignment as per the scope & work plan and activity schedule mentioned herein: -

2. **Scope of Work and activity schedule :**

Sl. No.	Activity	Time Period from the engagement
1.	Interact with DTL, DISCOMS, CEA and Govt. of Delhi to assess the present power situation of Delhi.	15 days
2.	Analyze, evaluate & quantify the reasons for the unprecedented load shedding during summer in Delhi and to attribute the responsibility to the utilities viz. DTL and DISCOMs	45 days
3.	Study the perspective plan, evaluate the adequacy of present transmission and distribution network of utilities for delivery of power to the DISCOMs for present load & also suggestions for modification in Perspective Plan taking in to account for future loads growth up to next 5 years.	90 days

3. **Submission of Report :-** The consultant shall prepare the report as per the above scope of work.

4. **Completion of Assignment :-** The consultant shall complete the assignment within 90 days from the date of award of work. The Commission shall review the progress every fortnight. The Commission may relax completion period, if there are reasons beyond the control of consultant to complete the assignment; however no extra payment shall be granted for such delay.

5. Consultant shall be paid as under:

(i) Consultancy charges of Rs. _____
(Rupees _____ only) including of taxes as applicable in respect of submission of performance audit shall be as under:

Milestones as per which invoices for fees shall be raised by consultant	% of contract value
Mobilization Fee	10%
Submission of Draft report	30%
Submission of final report to the Commission	40%
After acceptance report by the Commission.	20%

6. (a) The payment of fee to Consultant the consultant shall be made by the Commission after the deduction of tax at source in accordance with law for the time being in force.

b) The Commission shall be entitled to evaluate the reports submitted by the consultant at any stage and the Consultant shall incorporate / restructure the report as per the recommendations of the Commission within such reasonable time as may be prescribed by the Commission.

c) The Commission shall make payments to the consultant within 30 days of the date of receipt of Invoice in the Commissions' office subject to acceptance of deliverables wherever required unless prevented by reasons beyond its control and in the latter case the Consultant shall not be entitled to claim any interest or damages on account of such delay.

7. The Commission reserves its right to foreclose, terminate or cancel the engagement of the Consultant without assigning any reasons. In such cases Consultant shall be paid remuneration after taking into consideration the part of work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by the Commission, and the decision of the Commission shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such cases.

8. In case of any differences or disputes between the parties arising out of this AGREEMENT, the matter shall be dealt with in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

9. Any information of confidential nature, which may be so marked by the Commission, which comes to the knowledge or in the possession of the Consultant

by virtue of their engagement on subject matter of this contract; shall not be disclosed by the Consultant to any unauthorized person in any manner. Any breach of this clause without prejudice to any other action that may be initiated as per law, shall also subject the Consultant to a liability to pay to the Commission such compensation as may be decided by the Commission keeping in view the nature, manner and motive of the information disclosed and the extent of the damage caused by such unauthorized disclosure.

Provided that any information that was (a) rightfully already known to Consultant at the time of its disclosure, (b) independently developed by Consultant without referring to the Commission's confidential information, (c) known to the public through a source other than Consultant, or (d) disclosed to Consultant by a third party not having an obligation of non disclosure to the proprietor of the information, shall not be deemed to be confidential information for the purposes of this agreement. Provided further that the obligation of confidentiality on Consultant shall not apply where such confidential information is required to be disclosed under any law.

10. The Consultant undertakes that this assignment shall not be in conflict with its prior or current obligation to other clients nor shall it place him in a position of not being able to carry out the assignments objectively and impartially.

11. It is mutually agreed between the parties that the time will be the essence of this CONTRACT/AGREEMENT. The Consultant, the party of the second part, shall adhere to the time schedule as prescribed in this AGREEMENT and complete the work within the stipulated time frame.

13. In respect of any matter for which no provision has been made in this agreement, the provisions contained in the general instructions of the Government on the subject of engagement of CONSULTANT shall apply. All the letters issued by the Commission and the proposal and clarifications submitted by the CONSULTANT shall form part of this agreement.

IN WITNESS WHEREOF the Consultant and Secretary to the Commission on behalf of the Commission have hereto put their hands on the day and the year first above written.

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Consultant

Secretary

DERC

Witness :

1.

2.

Technical Proposal
Format of Curriculum Vitae (CV) for proposed
Professional expert

1. Name	
2. Nationality	
3. Profession	
4. Date of Birth	
5. Years with Firm/entity	
6. Membership in Professional Societies	
7. Details of task Assigned	
8. Educational Qualifications	
9. Work undertaken that best illustrates capability to handle the task assigned (mention name of assignment, year, location, employer, main projects, features, position held and activities performed)	