

Gujarat Electricity Regulatory Commission (GERC)

Gandhinagar

Terms of Reference for engagement of Consultancy Firm to assist the Commission for various Regulatory Tasks

1. Introduction

The Gujarat Electricity Regulatory Commission (GERC) was constituted by the Government of Gujarat on 12th November 1998 under provisions of Electricity Regulatory Commissions Act, 1998, and commenced functioning on 19th April, 1999. Subsequently, the Gujarat Electricity Industry (Re-organization and Regulation) Act, 2003, was passed almost concurrently with the Central Government's Electricity Act, 2003. Accordingly, the Commission has come under the purview of the Electricity Act, 2003, as the Electricity Regulatory Commissions Act, 1998 has since been repealed.

The GERC is an autonomous quasi-judicial body responsible for regulation of the Power Sector in the State of Gujarat, consisting of generation, transmission, distribution, trading and use of electricity etc. Its primary objective includes taking measures conducive to the development of the electricity industry, promoting competition therein, efficiency, economical use of the resources, protecting the interests of consumers and ensuring quality supply of electricity to all areas.

GERC intends to select and engage technically qualified and professionally managed Consultancy Firms to assist the Commission in respect of various Analysis Work and assistance in Regulatory Tasks for a **period of One Year**.

2. Terms of Reference

It is required to provide assistance by the Consultancy Firm on retainership basis through three Junior Resource persons stationed at GERC Office, Gift City, Gandhinagar.

3. Eligibility & Qualification Criteria

The Consultancy Firm intending to assist the Commission for the various analysis work and assistance in Regulatory tasks should fulfil the following eligibility criteria and shall provide satisfactory evidence towards the same:

- a) Shall be Consultancy Firm which has key personnel on its payroll, having proven records of accomplishment in the Electricity Regulatory tasks.

- b) The Consultancy Firm shall be well acquainted with the Regulatory environment in the power sector, and functioning of licensees / generating companies of Central or State Companies / Central or State Regulatory Commissions and possess experience in dealing with such similar matters on a wide range.
- c) The Consultancy firm should have minimum average annual turnover of Rs. 7.5 Crore for last three years.
- d) The Consultancy Firm 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 within the time frame prescribed by the Commission.
- e) The Resource persons proposed for appointment by the Consultancy Firm should be Graduates or Postgraduates in the Law.
- f) The Consultancy Firm should share the details of Junior Resource Person/s to be stationed at GERC office and required to take prior approval.
- g) The bidders shall furnish the copies of certificates of Goods & Services Tax registration and PAN.
- h) The bidder must not have been blacklisted by the Central/State Electricity Regulatory Commissions or Government or any other Government body or PSU.
- i) No joint Venture, Consortium of firms, sub-consulting, sub-contracting shall be allowed. The work undertaken by any consortium/sub-consulting of the Bidder shall not be considered as work experience.
- j) The initial contract period for performing the Tasks will be One Year and can be extendable for further periods, as the Commission may deem fit.

4. Submission of RFP Bid and Bidding Procedure

4.1 The consultancy firm shall submit a technical bid and financial bids as appended with this document on the letterhead of the firm bearing authorized signature. The bid should contain following documents along with the financial bid (separate sealed cover for financial bid):

- a) Request for proposal as per attached Form I.
- b) Relevant experience of the Consultancy Firm as per attached Form II.
- c) Methodology, Approach & Work plan for the Tasks as per appended Form III

d) Financial Bid as per attached Form IV

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 the handling the various tasks to be assigned.

4.2. Evaluation of Bids

GERC will identify suitable bidders based on evaluation of the technical competency as well as the quoted financial fee.

Technical evaluation will be done, taking into account the criteria mentioned below by the Committee to be constituted by the Commission. Each criterion shall be marked on a scale of 1 to 100 and then the mark for each criterion shall be weighted to calculate average technical scores. Weights in the following ranges will be used by the Committee appointed by the Commission to calculate the weighted average technical score for each proposal:

Criteria	Weight
Relevant Experience of the consultant firm in Regulatory assignments	30
Qualification and competency of Resources presently on pay roll	50
The quality of the methodology proposed, approach & work plan	20

The mix of weights approved by the Commission will total to 100. The minimum qualifying technical score is 70 out of 100. After scrutiny and evaluating the qualification of bidders, those who scored minimum qualifying technical score shall be shortlisted for inviting Financial Bids and informed about the date and time of opening of the financial proposal. The financial bid of those consultants who fail to obtain minimum qualifying marks shall not be opened.

The proposed prices and consolidated cost shall be read and recorded in the minutes of the opening of bids. The financial bid having least consolidated cost will be given a financial score of 100 and other bids will be given the financial scores that are inversely proportional to their costs. The total score shall be obtained as the weighted average of technical score (70%) and financial score (30%).

4.3. The Commission reserves the right to reject any / all the bids (RFP) in part / or in full without assigning any reason. The Commission also reserves the right to place the order with more than one bidder(s) for each / all the assignments mentioned in Terms of Reference.

- 4.4. The validity of the selection of the Consultancy Firms, shall be a period of One Year and can be extendable for further periods, as the Commission may deem fit.
- 4.5. Without written consent of the Commission, the Consultants and their employees involved in the assignment shall not utilize, publish, disclose, or part with any information collected for the Commission and they shall be duty bound to hand over the entire record of the assignment to the Commission on completion of the assignment.

5. Signing the Agreement and Terms of payment:

The successful bidder shall sign the agreement with GERC, a sample copy of which is attached herewith. The schedule of payment to the bidder is on monthly basis on completion of tasks for each month.

6. Last date of submission of RFP:

The final bids complete in all respect are required to be submitted latest by, on or before **10/08/2022** up to **1800 hour IST**.

Sd/-

(Roopwant Singh, IAS)

Secretary

**Gujarat Electricity Regulatory Commission
Gandhinagar**

Place: Gandhinagar

Date: 15/07/2022

FORM I

RFP Letter Proforma

To,
The Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE, Road 5C, Zone 5,
GIFT City, Gandhinagar,
Gujarat - 382355.

Sub: Providing assistance to GERC for various Regulatory Tasks

Sir,

We, (name of the firm), having read and examined in detail all the RFP documents for providing assistance to GERC in the above-mentioned work, express our desire to undertake the work as mentioned in the RFP document.

1. Correspondence details:

- a) Name of consultancy firm
- b) Address
- c) Name of contact person to whom all references to be made.
- d) Address of the person to whom all references to be made regarding this bid.
- e) Telephone No. (With STD code)
- f) Mobile No. of the contact person
- g) Email of the contact person
- h) Fax No. (With STD code)

2. Documents forming part of RFP:

We have enclosed the following:

- a) Request for proposal as per attached Form I.
- b) Relevant experience of the Consultancy Firm as per attached Form II.
- c) Methodology, Approach & Work plan for the Tasks as per appended Form III
- d) Financial Bid as per attached Form IV

We hereby declare that RFP is made in good faith and the information contained is true and correct to the best of my knowledge and belief.

Thanking you,

(Signature)
Name, Address & Date

FORM II

Relevant Experience of the Consultancy Firm/Institution

(IN LAST FIVE YEARS)

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

1. Name of Consultancy Firm: _____

Address _____

- (a) Name of assignment:

- (b) Location within the Country:

- (c) Name of client and address:

- (d) Name of associated consultants/ firms employed, if any:

- (e) Duration of assignment:
 - (i) Start (Month/Year):
 - (ii) Completion (Month/Year):

- (f) Approx. value in Indian Rupees:

- (g) Name of senior staff (Project Director/Coordinator/Team Leader involved and functions performed).
 - (i)
 - (ii)
 - (iii)

- (h) Professional staff employed (Give profile in brief).
- (i) Description of the project (in brief).
- (j) Description of methodology & work plan for performing the assignment.

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

N.B.: Attach a copy of certificate issued by the respective organization for whom the assignment was carried out.

FORM III

Methodology, Approach & Work plan for the Tasks

(Not more than three pages)

FORM IV

Financial Bid for providing assistance to GERC in the Regulatory Tasks

Sr. No.	Description	Amount in ₹ (without tax)	Amount in ₹ (with tax)
1.	Junior Resource Person (per Person per Month)		

(Authorized Signature)
(Name and Title of the Signatory)

AGREEMENT

Articles of Agreement made on this _____ day of _____ between _____ one (first) part (Consultant) and the **Gujarat Electricity Regulatory Commission** (herein after called “the Commission”) of the other (Second) part.

Whereas the Commission has engaged the party of the first part as a Consultant and the party of the first part has agreed, to provide the consultancy services to the Commission, on the terms and conditions hereinafter contained.

Now both the parties hereto respectively agree in the presence of witness as follows

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- 1) The party of the first part (Consultant) shall submit himself to the Regulatory Tasks of the Commission and of the officers and authorities under whom he may from time to time be placed by the Commission.
- 2) The party of the first part (Consultant) shall complete the assignments of various Analysis work and assistance in Regulatory Tasks as specified by the Commission within a period of One Year commencing from.....
- 3) In case of any default on the part of the party of the first part in completion of the work within time schedule agreed to between the parties as herein above, the party of the second part (the Commission) shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant)
- 4) The party of the first part (Consultant) shall be paid Rs. _____ per Person per Month (Rupees in words) including tax.
- 5) No TA/DA shall be admissible to the party of the first part for local journeys in connection with the consultancy assignment.
- 6) The payment of fee shall be made by the Commission after the deduction of tax at source in accordance with law for the time being in force.
- 7) Any information of confidential nature, which comes to the knowledge or into the possession of the Consultant or of any of its employees by virtue of the engagement subject matter of this contract; shall not be disclosed by the Consultant or its employees to any person in any manner. Any breach of this clause without prejudice to any other action that may be initiated according to 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 damage caused by such unauthorized disclosure.

- 8) The party of the first part undertakes that this assignment shall not be in conflict with its prior or current obligations to other clients nor shall it place itself in a position of not being able to carry out the assignments objectively and impartially. In case of any default on the part of the party of the first part, the Commission shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant).
- 9) The party of the first part undertakes to render the required services to the full satisfaction of the Commission and in case of any default on the part of the party of the first part, the party of the second part (the Commission) shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant).
- 10) The Commission reserves its right to foreclose, terminate or cancel the engagement of the Consultant without assigning any reasons. In such cases party of the first part (Consultant) shall be paid remuneration after taking into consideration the portion 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 case.
- 11) In case of any differences or disputes between the parties arising out of this AGREEMENT, the same shall be referred to arbitration by a person nominated by the Commission. The proceedings shall be subject to the Arbitration and Conciliation Act 1996, as amended from time to time.

12) Consultant's Personnel

The party of the first part (Consultant) shall provide Description of personnel with names, position, qualifications and experience. The Consultants shall also make sure continuous availability of Resource Person/s at GERC office till completion of the consultancy assignment.

13) Removal and/or replacement of the personnel

Except as the Commission may otherwise agree, no change shall be made in the key personnel till the assignment is completed in all respect. If, for any reasons, beyond the reasonable control of the Consultants, it becomes necessary to change any of the key personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications and experience, acceptable to the Commission.

- 14) If the Commission finds that any of the personnel has either (1) committed serious misconduct or has been charged with having committed a criminal action or (2) have cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the Secretary's written request, forthwith provide as a replacement a person with qualification and experience acceptable to the Commission.

The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.

- 15) Nodal Person of the party of the first part (Consultant) – _____.
- 16) The Secretary, Gujarat Electricity Regulatory Commission, shall be the Nodal Officer on behalf of the Commission.
- 17) Any other terms and conditions
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 consultants shall apply.

IN WITNESS WHERE OF the party of the first part (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.

Signed by _____

the party of the first part

In the presence of _____

Signed by _____ to the Commission

For and on behalf of the Commission

In the presence of _____