



New Delhi Municipal Council
REVENUE & POWER DEPARTMENT
Office Of The Executive Engineer (Power)
Room no.1610, 16th floor,
Palika Kendra, New Delhi-110001

RFP for Appointment of Consultant for filing 3rd MYT and True Up Petition for FY 2014-15 revised ARR for FY 2015-16 & corresponding determination of tariff for FY 2016-17 in DERC

NDMC intends to appoint a Consultant/Firm for filing 3rd MYT and True Up Petition for FY 2014-15, Revised ARR for FY 2015-16 & corresponding determination of Tariff for FY 2016-17.

RFP from interested & eligible Consultants/Firms is invited in prescribed format for the job work. The eligibility criteria, terms and conditions, scope of work and bidding framework are attached/available on NDMC website.

The proposal along with required documents in two cover systems may be deposited by the interested Consultant/Firm in the office of Executive Engineer (Power), NDMC Room No. 1610, 16th Floor, Palika Kendra, Sansad Marg, New Delhi by 26.10.2015 up to 3.00 PM along with EMD of Rs. 37,200/-. RFP received shall be opened on same day at 3:30 P.M.

Executive Engineer (Power)

RFP for Appointment of Consultant for filing 3rd MYT and True Up Petition for FY 2014-15 revised ARR for FY 2015-16 & corresponding determination of tariff for FY 2016-17 in DERC

A. Eligibility Criteria:

1. Only those Consultants/Firms are eligible to quote who have their offices in Delhi or NCR Region.
2. Consultant/Firm should be registered with Delhi Service Tax Department.
3. Consultant/Firm should be a registered legal entity in India & should have a minimum 5 years of experience of advising clients in Indian Power Sector.
4. Consultant/Firm should have minimum average turnover per year of Rs. 2 crores in the last three financial years i.e. a cumulative turnover of Rs. 6 crores in the last three years (FY 2012-13 to FY 2014-15) from consultancy services. Certified copies of the audited annual accounts need to be furnished as evidence.
5. The bidders should have completed three similar works each of value not less than 40% of their offer or two similar works of value not less than 50% of their offer or one similar work of value not less than 80% of their offer in the last 7 years.
6. The Consultant/Firm should not have been blacklisted/debarred from participating in bids/tenders for similar work by any utility in the last seven years.

Note: - Similar works means filing of petitions for ARR, determination of tariff, MYT etc.

B. Terms & Conditions

1. The bidders should submit the completion certificate issued from Competent Authority in support of experience.
2. The bidder should be capable to depute Project Manger having sufficient experience in the Power Sector & should have assisted distribution utilities with similar nature of assignment to associate NDMC in public hearing, technical validation system. Bidder will make available senior resourceful personal along with the project manager during the meeting with NDMC officials as well with DERC.
3. The bidder should not have outsourced any task under the given scope of service.
4. The bidder should not have failed to perform on any agreement with any Central Govt. or any entity during the last three years. He will submit a declaration on it.
5. The bidders should not have a conflict of interest that may affect the selection process. Any consultant found to have conflict of interest shall be disqualified.
6. Beside above, the Bidder shall submit the EMD instrument in the office of the EE (Power) before due date and time of the opening of Bid.
7. The financial bid of the Bid shall only be opened after verifying that the Firm/Consultant satisfactorily fulfill all the above conditions otherwise their offer will

not be considered at all.

8. Complete RFP document can be viewed & downloaded from the Website www.ndmc.gov.in
9. The Bidder should submit the EMD in the shape of Demand Draft/Pay Order of a Scheduled Bank issued in favor of 'The Secretary, NDMC' payable at Delhi/New Delhi.
10. The successful Consultant shall be required to deposit an amount equal to 10% of the Bided value of the contract/offer as performance guarantee in the form of an irrevocable bank guarantee/bond of any scheduled bank in accordance with the prescribed form/in the form of fixed deposit receipt etc. as required within prescribed number of days of the issue of letter of acceptance. This period can further be extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the Consultant.
11. The Accepting Authority (Executive Engineer or Superintending Engineer or Director or Chairperson of New Delhi Municipal Council as the case may be) does not bind himself to accept the lowest or any other Bids and reserves to himself the authority to reject any or all of the Bids received without assigning any reason. All Bids in which any of the prescribed conditions are not fulfilled or for any condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.
12. Canvassing, whether directly or indirectly, in connection with Bids is strictly prohibited and the Bids submitted by the Consultant who resort to canvassing shall be liable to rejection.
13. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rates quoted by him.
14. The Consultant/Firm shall not be permitted to Bid for services if his near relative is posted as AO/AAO or as an officer in any capacity between the grades of Director and Junior Engineer (both inclusive) in New Delhi Municipal Council. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Officer/Official of New Delhi Municipal Council. Any breach of the condition by the Consultant would render him liable to be removed from the approved list of Consultant.

NOTE: By the term near relative is meant wife, husband, parents and grand parents, children and grand children, brother and sister, uncles, aunts and cousins and their corresponding in- law.

15. No Engineer or other officer employed in New Delhi Municipal Council is allowed to service as a Consultant or employee of a Consultant for a period of two years after his retirement from New Delhi Municipal Council's service without the previous permission of New Delhi Municipal Council in writing. This contract is liable to be cancelled if either the Consultant or any of his employees is found at any time to be such a person who had not obtained the permission of New Delhi Municipal Council as aforesaid before submission of the Bid or engagement in the consultant's service as the case may be.
16. Bids shall remain open for acceptance for a period of 90 DAYS from the date of opening of the Bid. If any Bidder withdraws his Bid before the said period or issue of letter of acceptance, whichever is earlier or makes any modification in the terms and condition of the Bid which are not acceptable to the New Delhi Municipal Council, then New Delhi Municipal Council shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely besides blacklisting of the Bidder or both. The decision of New Delhi Municipal Council in this behalf shall be final and binding to the Bidder.
17. The notice-inviting Bid shall form a part of the contract document. The successful Bidder/consultant shall, sign the necessary contract document consisting of the notice inviting Bid, all the documents including additional conditions, specification and drawings, if any, forming the Bid as issued at the time of invitation of Bid and acceptance thereof with any correspondence leading thereto within the time specified in the letter communicating the acceptance of the Bid. In case of delay, the earnest money may be forfeited and the Bid cancelled of the contract enforced as per the terms of the Bid and the invitation to Bid and the Bidder shall thus be bound by the condition of contract even though the format agreement has not been executed and signed within the specified time by the Bidder.
18. Contract is liable to be terminated by NDMC without payment of any compensation, if subsequent to the acceptance of Bid the consultant is blacklisted or enters into partnership or employs any blacklisted consultant of the NDMC or any other deptt., of Govt. or its undertakings.
19. If the Head Quarter of the successful Bidder is at a place other than Delhi, he shall have a duly authorized agent in Delhi from the date of commencement of the service until the service is virtually completed. Such agent shall be authorized to act on behalf of the successful Bidder. Any notice to the authorized agent under the contract shall be deemed to have been served on the successful Bidder. If served upon such agent or sent by registered letter at his address in Delhi. Such agent shall not be changed and shall not leave Delhi during the period of the contract without the prior approval of the Engineer-in-Charge.

CLAUSES OF CONTRACT

1. **SCOPE, TERMS AND CONDITIONS OF BID:** The Bid covers the entire cost of services as specified in the schedule of quantities attached and include all the incidental jobs connected with these services.

2. **LODGING OF BID:** The Bid should be lodged in the office of EE (Power) N.D.M.C, New Delhi by not later than 03.00 P.M. on 26.10.2015. Bidder shall quote item rate as mentioned in the schedule of quantities enclosed.

3. **WITHDRAWAL OF BID:** Bidder may withdraw their Bid if they so desire and may resubmit the same within the date specified herein. If any Bidder withdraw his Bid within the validity period or makes any modifications in the terms & conditions of the Bid which are not acceptable to the department, then the NDMC shall, without prejudice to any other right of remedy, be at liberty to forfeit the earnest money deposited by the Bidder subject to acceptance of the same in e-procurement system. Guidelines for e-procurement system may be followed as detailed elsewhere in the Bid document.

4. **REPORTING OBLIGATION AND TIME SCHEDULE**

Time frame/ Schedule of DERC for 3rd MYT & Tariff Petition is to be adhered to by Consultant failing which any Penalty imposed by DERC shall be on account of Consultant. Important landmarks/obligation are as under:-

1. Preparation of 3rd MYT for FY2016-20 & True-Up Petition for FY 2014-15 revised ARR for FY 2015-16 and corresponding determination of tariff for FY 2016-17.
2. Finalization of MYT & Tariff Petition after getting comments from NDMC.

3. Submission of soft copy of MYT & Tariff Petition and 10 sets of hard copy of each including assistance to NDMC in filing the MYT & Tariff Petition before DERC in English, Hindi or any other language as desired by DERC.
4. Assisting NDMC in publishing Public Notice for stakeholders response on NDMC Petition in leading Newspapers as directed by DERC. Newspapers for publishing the Public Notice shall be approached directly by NDMC and expenses incurred shall be borne by NDMC.
5. Drafting of reply of objection received from stake holders and submission of the same to DERC.
6. Assistance in preparation of additional information as required by DERC from time to time.
7. Presentation to DERC during the public hearing or any other meetings, if required.
8. Preparation of review reports on the order issued by the DERC.

All the above obligations are to be complied as per the time schedule given by Hon'ble Commission for filing the petition and public hearing etc.

5. DOCUMENTS COMPRISING THE BIDS

The bid should comprise of the following:

- (a) Technical Bid comprising of documents/certificate as stated in the eligibility criteria and terms and Conditions.

The bidders shall also deposit the earnest money of Rs.37,200/- (Thirty Seven Thousand Two Hundred only) in the shape of Demand Draft/Banker Cheque of scheduled bank favoring 'Secretary NDMC' payable at Delhi/New Delhi in an envelope super scribed the "Earnest money for Appointment of Consultant for filing 3rd MYT for control period 2016-20 & True Up Petition for FY 2014-15, revised ARR & corresponding determination of tariff for FY 2016-17" in NDMC within prescribed date and time.

The bidder must furnish required information in the specified Form /Schedule. If this information is not furnished, NDMC shall not be responsible for any error in evaluation of bid and the bidder shall have no claim whatsoever, on this account.

(b)Financial Bid comprising of price bid schedule.

6. PRICE REVISION

Any action on the part of the bidder to revise the price(s) and / or change the structure of price (s) at his own after the opening of the bid may result in rejection of the bid and forfeiture of the earnest money.

7. LANGUAGE OF BID

The bid, any correspondence and all documents connected with, shall be in English language.

8. BID CURRENCY

Prices shall be quoted and payable in Indian Rupees only.

9. BID VALIDITY

Bids shall be valid for 90 calendar-days from the date of opening /extended date of opening of bids.

10. OPENING OF TECHNICAL BID

NDMC will open the Technical Bids (Part-I) and Price Bids (Part-II), separately on separate dates in the presence of bidders or their authorized representatives, who choose to attend on /at appointed date, time and venue. Date of opening of Part-I Bid will remain as stated in the RFP and the date of opening of Part -II Bid will be announced on a later date after opening of the Part-I Bid. In this regard decision of competitive authority / Sub-Committee will be final and binding on all bidders.

11. AWARD OF CONTRACT

The successful bidder will have to enter in to an Agreement with NDMC as per conditions of the bid document and as per the conditions of the award letter.

For signing the contract, a duly authorized representative of the successful bidder shall be required to sign and accept the contract within the time specified in the letter of intent or Award Letter failing which action as deemed fit shall be taken.

The successful Bidder shall have to execute a contract on Rs. 100/- non judicial stamp paper to be procured by the firm, within 15 days of the receipt of the work order/acceptance letter from this office. In case the bidder fails to execute the contract, the Bid is liable for rejection and NDMC shall without prejudice to any other right or remedy, be at liberty to forfeit the entire earnest money deposited.

12.ACCEPTANCE OF LOWEST BIDDER & AWARD OF WORK

It will not be binding on NDMC to accept the Lowest offer. The work may be awarded as per the discretion of NDMC who may accept or reject any or all Bids.

13.CONFIDENTIALITY

The Consultant shall not during the tenure of the contract disclose any propriety of confidential information relating to the contract without prior written consent of the NDMC.

14.OWNERSHIP OF THE MATERIAL

The study report or other material graphic software prepared by the Consultant for the contract shall belong to and will remain the property of NDMC. The Consultant may retain a copy of such documents and software with prior approval of NDMC.

15. LAW GOVERNING THE CONTRACT

The contract shall be governed by the laws prevailing in the NCT of Delhi.

16. DAMAGES DUE TO DELAY IN SERVICES

If the bidder fails to deliver the services within the period fixed for delivering such services in the schedule the department shall make the recovery from the contractor as per penalty levied by DERC.

17.DISPUTE RESOLUTION

Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred to sole arbitration of the Chairperson, NDMC or any other authorized by him/her in this behalf, whose decision shall be final and binding on both the parties.

SCOPE OF WORK:-

1. Meeting with NDMC officials to understand the data requirement as prescribed by the DERC and the data provided in previous filing and also to apprise the Client's management of the process and the requirements for carrying out the tariff determination process.
2. Perusal of available data and collating the same in the required format as prescribed by DERC, Putting the data along with regulatory details in the formats prescribed by DERC for true up exercise and determination of tariff for the financial year as required.
3. Listing out the data/information inadequacy and further data required from NDMC for meeting the requirement of DERC and to obtain the required data from various offices within NDMC and also to undertake the analysis of data related to the ARR and to prepare true up petition as required.
4. Drafting and finalizing tariff petition after interacting with NDMC for their comments and perusal pertaining to ARR.
5. Preparing final ARR/Tariff petition and providing sufficient copies of same (Hard and Soft) for submitting in DERC and office copy.
6. Replying to the queries/clarifications asked by DERC during initial filings or thereafter.
7. Preparing Public Notice as per direction of DERC for publication in news paper and providing the same to NDMC for publication.
8. Perusal of objections filed by the public and also the documents filed along with the objections. Prepare responses to such objections after research into the factual and legal averments in the objections including proceedings and orders referred in the objections. Providing the responses/replies (in hard and soft copy) to NDMC for onward submission to DERC.
9. To assist NDMC in the public hearing before the Commission and provide necessary clarification as and when required.
10. To provide all assistance (legal/strategic) and support to NDMC till DERC passes the tariff orders.
11. To assist NDMC for replying the queries/clarifications asked by DERC pertaining to ARR petition for the financial year.
12. Any other issues which are required to be assessed/analyzed for ensuring approval of ARR & True up by DERC.
13. Presentation to DERC during the public hearing or any other meetings, if required.
14. Analyzing the tariff order & preparation of review reports on the tariff order issued by the DERC. If required, filing of review petition of tariff order within the time limit specified by DERC in their tariff order.

SPECIAL TERMS & CONDITIONS

1. The Service shall be carried out as per specification of the RFP & complete in all respect as required.
2. The Consultant/Firm will provide services strictly in accordance with the instruction of Dir. (Power) or through his staff if so authorized. In case some particular item of service is not specifically mentioned but the same is essentially required for the completion of service then consultant shall do the same. Nothing extra shall be paid. Consultant to thoroughly understand the service before quoting the rates.
3. The price quoted should be firm in all respect.
4. The service tax and other statutory taxes/Govt. levies shall be paid as per actual at the time of raising invoice/bill by contractor/firm.

EE (Power)

PAYMENT TERMS

S. No.	Milestone	In % of total amount quoted
1	On filing 3 rd MYT & acceptance of the same by DERC.	10
2	Publishing Public Notice in leading newspapers.	10
3	On submission of responses to various governments/public objections and Public Hearing conducted by DERC.	10
4	Issue of MYT order by DERC and submission of review report within time frame specified by DERC on the order pronounced by DERC, comments with recommendations to go for	10
5	On filing True Up Petition for FY 2014-15,ARR for FY 2015-16 and corresponding determination of tariff for FY 2016-17 & acceptance of the same by DERC.	10
6	Publishing Public Notice in leading newspapers	10
7	On submission of responses to various governments/public objections and Public Hearing conducted by DERC.	10
8	Issue of Tariff order by DERC and submission of review report within time frame specified by DERC on the order pronounced by DERC, comments with recommendations to go for review/appeal or not.	10
9	On satisfactory completion of Job work and successful implementation of Tariff Order in NDMC	20

BILL OF QUANTITY

S. NO.	NAME OF WORK (DESCRIPTION)	QUANTITY	AMOUNT IN FIGURE	AMOUNT IN WORD
1.	Appointment of Consultant for filing 3 rd MYT and True Up Petition for FY 2014-15 revised ARR for FY 2015-16 & corresponding determination of tariff for FY 2016-17.	JOB WORK		
2.	Service Tax @ ----- on 1. above			

Note:

- 1. In case of any difference in amount in figures and words, the amount in words shall be applicable.**
- 2. The above amount is inclusive of all levies, arrangements, and implementation accomplishment of work, submission of reports etc.**
- 3. Service Tax percentage to be specified.**

Signature of the Bidder with stamp