

**MADHYA PRADESH ELECTRICITY REGULATORY
COMMISSION**

5TH Floor Metro Plaza, Bittan Market, Bhopal - 462 016



Request for Proposal (Bids) for providing “Consultancy support in monitoring and evaluation of quarterly report on subsidy demand raised by Distribution Licensees of State

REQUEST FOR PROPOSAL (BID)

1. INTRODUCTION

- 1.1. Pursuant to Section 65 of the Electricity Act 2003, the Ministry of Power, GoI has prescribed a Regulatory framework by notifying Electricity (Second Amendment) Rules, 2023 and Standard Operating procedures (SOP) on subsidy Accounting and payment to ensure financial sustainability of Distribution Licensee. With an objective to carry out the prudence check on reports submitted by the Distribution licensee to the Commission regarding measurement of energy supplied to subsidized category of consumers, subsidy billing and collection by Discoms, the Commission seeks consultancy support from expert consultancy organizations. The broad scope of work is as under:-

2. SCOPE OF WORK

- 2.1. The broad scope of proposed assignment is as under:
 - A. The consultant shall develop monitoring and evaluation framework through process mapping of each activity assigned to Distribution Licensee/ State Govt and Commission as per Electricity (Second Amendment) Rules, 2023 and Standard Operating procedures (SOP) on subsidy Accounting and payment and shall develop required formats to get the quarterly reports from Distribution Licensees.
 - B. While doing so, Consultant shall refer to Tariff order and relevant subsidy orders issued by the State Govt., Ministry of Power, GoI notifications issued time to time, and analyse the quarterly subsidy report submitted by Discoms /MPPMCL to the Commission. While analysing the subsidy reports received from Discoms for respective quarters, Consultant shall analyse following details :-
 - i. Consultant shall devise format for collection of requisite data and information from Discoms. Consultant shall examine whether monthly/ quarterly demands for subsidy raised by distribution companies are based on accurate accounts of the energy consumed by the subsidized category and whether the said subsidy is paid under section 65 of the Act, gap in subsidy due and paid as well as other relevant details.
 - ii. The Consultant's report should clearly indicate whether the subsidy payable has been appropriately accounted for and paid in accordance with section 65 of the Electricity Act, 2003 as amended from time to time, Electricity (Second Amendment) Rules, 2023 and the Commission's Regulations viz. MPERC (Manner of payment of subsidy by the State Government) (Revision-I) Regulations, 2024 as amended.
 - iii. Details of subsidy claimed by Discoms during the quarter comprising subsidised category wise relevant details such as number of metered/unmetered consumers,

load, Sales (assessed /meter reading basis), Feeder wise Input and energy consumed by subsidised category consumers and other details as per SOP.

- iv. Details of Advance subsidy claimed by Discoms and payment by State Govt. to Discoms for the said quarter.
 - v. In case of un-metered Agricultural /domestic consumers, the Consultant shall examine the extent to which Distribution Licensees are able to generate feeder wise subsidy report as per SOP
- C. Data so obtained by the consultant from respective Discoms shall be aggregated firstly at Circle level and then at Discom level.
- D. The Consultant is required to develop a Web based IT tools to capture, and analyse the data with following features:-
- a. Integration with the IT system of Licensee [i.e. Fetching data from the IT System of Licensee through API (Application programming Interface)].
 - b. For unmetered consumers: Feeder wise collection of data either directly from the IT System of the Licensee or on manual basis (as the case may be)
 - c. Design/Development of Dashboard for analysis of captured data, monitoring the progress of data capturing, displaying insights for abstract analysis.
 - d. Reporting: Capability of generating insightful reports exportable in excel, pdf formats.
 - e. The Consultant are expected to develop such IT tools within 3 months from the date of award of contract. Cloud service for data hosting shall be provided by the Commission
 - f. This tool shall be handed over to the Commission on completion of assignment.
- E. Discoms have been directed, under Electricity (Second Amendment) Rules, 2023 to submit their quarterly report on the subsidy accounting, to the respective Commission within 30 days of end of quarter, the Consultant shall analyse the said quarterly report within 15 days time thereafter and shall submit preliminary analysis to the Commission. After seeking Commission's observations, final report will be submitted.
- F. Looking to initial phase of implementation of SOP, in case the MOP revises or modifies the provisions of Rules/ SOP, the same shall be applicable in scope of work.

G. The proposed assignment's timeline will cover all quarters of FY 2024-25 as per following Table.

Sr. No	FY	Quarter	Deliverables	Timeline (for submission of final report to the Commission)
1	FY2024-25	Q1 (April to June)	Deliverable 1	23 rd August, 2024
2		Q2 (July to Sept)	Deliverable 2	15 th November, 2024
3		Q3 (Oct to Dec)	Deliverable 3	15 th February, 2025
4		Q4 (Jan to March)	Deliverable 5	15 th May, 2025

3. BID SCHEDULE:

3.1. The Commission has specified following schedule for various activities:-

ACTIVITY COMPLETION DATE/TIME

1. Issue of Bid document - 15th July, 2024

2. Receipt of bid proposals - 15:00 Hours of 01 August 2024

3 Opening of technical portion of bids - 16:00 Hours on 02 August 2024

3.2. The Commission reserves the right to extend any of the aforementioned scheduled date, if deemed necessary.

3.3. The Commission at its discretion may cancel the above process at any point of time before award of the Contract without assigning any reason to it.

4. ELIGIBILITY CRITERIA:

4.1. The Bidder should be a registered firm / legal entity.

4.2. The Bidding firm should be in existence for not less than 3 years and should have proven experience in the field of Power Sector in providing consultancy services to various State Govt., Public Sector Units, SERCs and Power Utilities across States in accordance with the provisions of the Electricity Act, 2003, Tariff policy, and the other relevant regulations of the State Commission(s).

4.3. The Bidding Firm should have adequate technical, financial capability and human resource to undertake task as per the terms of reference provided in this RFP considering various steps to be undertaken from the inception to the completion of the task within the time frame specified by the Commission.

5. BIDDING PROCEDURE:

- 5.1. The bidders are requested to submit separate technical and price (financial) bids for **“Consultancy support in monitoring and evaluation of quarterly report on subsidy demand raised by Distribution Licensees of State in compliance to Electricity (Second Amendment) Rules, 2023 and Standard Operating procedure (SOP) on subsidy Accounting and payment of the Ministry of Power, GoI”** in superscribed and separate sealed envelopes. The bidders are also requested that the price (financial) bid should mention the total amount (including of all applicable taxes) in desired format.
- i. Both the envelopes shall be placed in an outer envelope and sealed. The bids shall be typed or written with indelible ink.
 - ii. Any signing of bids by authorised representative of the bidders should be supported by a written power of attorney from Board of Directors/ Partners / proprietors as the case may be.
 - iii. The person signing the bids must initial any correction / overwriting.
 - iv. All the pages of Bid document should be in numbered, signed and stamped by the authorised representative of the bidders.
 - v. The technical bid has to be accompanied with non-refundable processing fee of Rs. 2000.00 (Rupees Two Thousand only) in the form of Demand Draft drawn on a Scheduled Commercial Bank at Bhopal payable to the ‘M.P. Electricity Regulatory Commission, Bhopal.
 - vi. The bids must be accompanied with the earnest money deposit of Rs. 10,000.00 (Rupees Ten Thousand only) in the form of Demand Draft drawn on Scheduled Commercial Bank at Bhopal payable to the ‘M.P. Electricity Regulatory Commission, Bhopal’. This amount is refundable after the award of contract.
 - vii. Bids not accompanied by processing fee and / or earnest money deposit as indicated above will not be considered and summarily rejected.

6. AMENDMENT IN DOCUMENT:

- 6.1. At any time prior to the deadline for submission of the bid (proposals) or extended date, if deemed necessary, the Commission reserves the right to add / modify / delete any portion of this document by issue of an amendment, which shall be intimated accordingly. The amendment shall be binding on all the bidders.
- 6.2. In such eventualities, the Commission may allow additional time for modification of the Bids to the Bidders.
- 6.3. Interested bidders may submit their offer to carry out the task as detailed in scope of work in this document so as to reach the Commission’s office by **1500 hours on 01 August , 2024** in separate sealed covers for techno-financial bids, placed in an outer sealed envelope, on the following address:

**Secretary,
M.P. Electricity Regulatory Commission,
5th Floor, Metro Plaza, Bittan Market,
Bhopal – 462 016 (M.P).**

- 6.4. Bids received after the aforesaid specified date/time shall not be entertained. However, the Commission shall have the option of retaining / returning all bid documents received including those received after the scheduled time as indicated above. The Commission shall not be responsible for any delay / loss / non-receipt of the documents due to error in the transit i.e. by post, courier or any other means.

7. PREPARATION OF BIDS BY THE BIDDER

- 7.1. The Bidder should study the Scope of Work thoroughly and accordingly is required to furnish the details as per evaluation criteria indicated in this document.
- 7.2. The Bidder must submit curriculum vitae (CV) of manpower to be deployed for the assignment duly signed by the proposed key professional staff or an authorized competent person of the Bidder. Key information should include years with the firm, professional qualification and degree of responsibility held in various assignments during the past five years only. Any change or replacement of Resource person (s) either at the time of commencement of work or during the study period, from the list of resource person (s) approved at time of award of work, prior approval of the Commission is required.
- 7.3. The Formats enclosed with this document must be duly filled and submitted along with the Bid.

8. OPENING OF BIDS

- 8.1. The Commission shall appoint a Committee of at least two officers for opening of bids. One of the two members has to necessarily be the Secretary of the Commission.
- 8.2. The Bids received up to the specified time and date, shall be opened by the Committee on the due date and time in presence of the Bidders who wish to participate.

9. PROCESS FOR AWARDING SPECIFIC TASKS TO THE CONSULTANTS

- 9.1. The selection of the Consultants for awarding the task/ assignments shall be based on the composite scores for the task /assignments and it would comprise technical weightage @ 80% and Financial weightage @20%. Bidding process among consultants shall be based on Quality & cost based selection (QCBC) while selecting final Consultancy firm for the task /assignments wherein firms will be allotted marks based on the following:

- i. Technical (80 marks):
 - Expertise of Resources proposed for the specific task /assignment (Qualification & Experience) –15 Marks

- Assignment of similar nature undertaken by the proposed resource – 30 Marks
- PPT : understanding and proposed methodology /work plan –35 Marks

Minimum 50 marks are mandatory to qualify technical scrutiny. Only Technically qualified bidders shall be considered for next process.

ii. Financial (20 marks)

- Lowest total cost of the work (total task/assignment) amongst technically qualified bidders will get 20 marks.
- All other technically qualified bidders will get proportionate marks with reference to their total cost vis-à-vis lowest cost.

iii. Firms getting highest composite score (Technical + Financial) will be selected as successful bidder

9.2. The Commission reserves the right to reject any bid without assigning the reason. The bidder shall be required to disclose conflict of interest if any in the bid clearly. The Commission shall be at liberty to reject the bid or terminate the contract at any stage without any liability, if such conflict of interest for any Task/Assignment comes to its knowledge. The decision of the Commission on whether or not conflict of interest is involved, shall be final and binding.

10. DEVIATIONS

10.1. The Bidder must ensure that Technical Offers submitted for tasks /assignments under this bid should satisfy all the Terms and Conditions specified in the RFP Bid document. In case of any deviations from the RFP bid document, the Bidder shall specifically bring out the same in writing along with cogent reasons for such deviation. The Commission reserves the right to reject any such proposals involving deviations, without assigning any reason.

11. AWARD OF CONTRACT

11.1. The Successful Bidder shall be required to furnish a “Performance Bank Guarantee” of 10% of amount stipulated in the agreement at the time of signing the agreement to be valid till 2 (two) months after the expiry of the agreement duration. In the event of extension of assignment/ Contract, the Performance Bank Guarantee shall be suitably extended by the consultant at its own cost and extended Performance Bank Guarantee shall be made available to the Commission within 7 days of receipt of such extension information. Performance Bank Guarantee will be kept as performance security and can be invoked to appropriate against breach of any terms of this Agreement or for non-performance.

11.2. In case of failure of the Consultant to comply with the above requirement within the

prescribed time limit, the Commission shall be free to counter offer the next lowest eligible party for awarding the contract and forfeit the earnest money deposit of the defaulting bidder.

- 11.3. The Bidder is required to nominate a Project Director for assignment who shall interact with the Commission, or the Officer designated by the Commission on regular basis during the consultancy period. The Commission shall require one resource person during execution of the tasks.
- 11.4. The Consultant shall be at liberty to work in hybrid mode (virtual /physical mode) as per need of assignment. The Consultant, however, shall ensure that he will be available for any discussions, presentation as directed by the Commission on short notice. In case dedicated person fails to respond to the calls from officers of the Commission for virtual meeting/discussion, notice of default shall be issued by the Secretary of the Commission. After 3 instances of such default, the Commission may proceed for termination of contract as per provisions under “Termination of Agreement” Clause of this RFP.
- 11.5. The Consultant should ensure that the at least one resource person proposed for this assignment should not be involved in more than one ongoing assignment of the Commission simultaneously.
- 11.6. The Commission shall provide requisite office space to the consultants but the arrangements for their residential accommodation shall be made by the Consultants.

12. PAYMENT

- 12.1. The bidder will provide a lumpsum amount with a quarterly breakdown of activities as per scope of work of this RFP. Payment to the consultant after award of assignment would be made after each quarter subject to submission of bills along with deliverables as specified in work order on quarterly basis. The proposed assignment's timeline will cover all quarters of FY 24-25 as per following Table and as per scope of work:

Sr. No	FY	Quarter
1	FY2024-25	Q1 (April to June)- Deliverable 1
2		Q2 (July to Sept) – Deliverable 2
3		Q3(Oct to Dec)- Deliverable 3
4		Q4 (Jan to March)- Deliverable 4

- 12.2. The work shall have to be completed as per agreed timelines between the Commission and the Consultant. Any deviation from the timelines shall have to be explained by the Consultant to the satisfaction of the Commission and in the event of failure to meet the agreed timelines without any adequate and sufficient reasons, the Commission shall be at liberty to impose penalty for delay in execution of work. However, the total penalty that may be imposed shall not exceed the total amount deposited on account of performance guarantee. Payment milestone are as under -

13. Payment Milestones:

13.1. The schedule of payment to the bidder is divided in two parts.

- i. 10 % of contract value is payable after development of IT tools /dashboard to capture data as per scope of work i.e **within 3 month from the date of award of contract.**
- ii. 22.5 % of 90% of contract amount shall be payable on end of each quarter of Contract period (Financial Year) after submission of report for each Quarter as per scope of work and after presentation made by the Consultant before the Commission.

14. TAXES AND DUTIES

14.1. The Consultant shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract. The payment to 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, the amount of which is deemed to have been included in the total Contract Price.

15. DESCRIPTION OF THE SERVICES

15.1. The Consultant shall perform the Services and complete the assignment/task as per the schedule of work issued by the Commission through the work order.

16. TERMINATION OF AGREEMENT

16.1. The Commission may terminate the contract if:

- i. The Consultant is not timely performing the assigned works.
- ii. Dedicated resource person does not respond to the officers of the Commission for virtual/ physical meeting/discussion, as the case may be.
- iii. The Consultant is not timely performing the assigned works.
- iv. Quality of the assigned works is not to the satisfaction of the Commission.
- v. The Consultant repeatedly fails to achieve the milestones and meet the timelines as decided by the Commission.
- vi. The Consultant commits any material or persistent breach of its obligations under the contract (which, in the case of a breach capable of remedy, shall not have been remedied within 15 days of intimation), or Team members of the Consultant are found lacking in honesty and integrity;
- vii. The Consultant becomes insolvent.

The Commission reserves the right to terminate the contract, by giving fifteen days' notice to the Consultant. Termination shall be effective after 15 days of written notice having been served on the Consultant either through email or through Registered post/ Speed Post/Courier. In such event, the performance guarantee shall stand forfeited. The termination will be without prejudice to either party's rights accrued before termination.

17. LIQUIDATED DAMAGES:

- 17.1. 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 contract value.
- 17.2. For errors / mistakes: If the Consultant commits any errors / mistakes in the allotted work, the Commission may levy liquidated damages at the rate of 10 % of the cost of contract value.
- 17.3. “Cumulative penalty, or indemnity claim or liability under the engagement, if any, on consultant shall not be more than the total project cost under the engagement.”

18. MISCELLANEOUS

- 18.1. If the Consultant fails to execute the work under contract agreement within stipulated time schedule and in the manner indicated in the methodology and work plan, the Commission may consider getting the work done through alternate resources at the risk and cost of the defaulting consultant.
- 18.2. The Commission is neither under any obligation to select any Bidder nor to give any reason for selecting any Bidder. The Commission is also under no obligation to proceed with the work or any part thereof.
- 18.3. The Commission reserves the right to award the total assignment or to delete any part of the assignment without assigning any reason. Payments shall be made subject to deliverables. The Commission also reserves the right to reject any or all the bids without assigning any reason.
- 18.4. Failure to provide all information or concealing any information / material facts required in the process to award the contract shall be at Bidder’s own risk and may result in to rejection of the proposal / bid / contract.
- 18.5. Any dispute in the matter shall be subject to jurisdiction of Civil Court of Bhopal, Madhya Pradesh.
- 18.6. Bidder should clearly indicate that he is not presently blacklisted by any of the Govt. organisation/Commission.
- 18.7. The bidder shall necessarily enclose a check list referring to page no. of requisite enclosures, formats and other compliances stated in this document.

FORMAT 1 :

A brief description of assignments of similar nature carried out in the last 5 years.

Date:

FROM:

TO: The Secretary
MPERC, Bhopal

A. Relevant Assignments carried out in the last 5 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

FORMAT 2 :

List of the resource persons proposed for Assignment

1. Project Personnel

Sr. No.	Name	Positions held in the Bidding Firm/ assignment	Qualification from Graduation onwards	Total years of experience since completion of graduation	Relevant experience in last 5 years	Number of years in bidding firm
1						
2						
3						
4						
5						

FORMAT 3 :

**Qualifications, Experience and Competence of the resource persons
assigned 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 specialized 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)

FORMAT 4

Financial Proposal

Name and address of the bidder:

The cost of the assignment to be provided

Scope of the Assignment	Total Amount in figures (with all applicable Taxes) (in Rs)
Development of IT tools /dashboard to capture data	
Four (4) Quarterly subsidy reports to be submitted to the Commission for FY 2024-25.	
<i>Total amount in words in Rs. :</i>	

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**(Signatures of the Authorized
Signatory) Date:
Name & designation:
Address**