

## **NORTH BIHAR POWER DISTRIBUTION COMPANY LIMITED**

Registered Office: 4<sup>Th</sup> Floor, Vidyut Bhawan III, Bailey Road, Patna – 800021

A Govt. of Bihar Undertaking, CIN: U40109BR2012SGC018920

**NIT No: 35/PR/NBPDCL/2026**

### **Request for Proposal (RFP) for Appointment of Tariff & Regulatory Consultant for three (03) years on Retainership Basis for North Bihar Power Distribution Company Limited (NBPDCL) and South Bihar Power Distribution Company Limited (SBPDCL)**

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*Illuminating lives...*



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## A. Abbreviation

Sr. No	Particulars	Definition
1	APR	Annual Performance Review
2	APTEL	Appellate Tribunal of Electricity
3	ARR	Aggregate Revenue Requirement
4	BG	Bank Guarantee
5	BERC	Bihar Electricity Regulatory Commission
6	BP	Business Plan
7	BSPGCL	Bihar State Power Generation Company Limited
8	BSPHCL	Bihar State Power Holding Company Limited
9	BSPTCL	Bihar State Power Transmission Company Limited
10	CA	Chartered Accountant
11	CAPEX	Capital Expenditure
12	CEA	Central Electricity Authority
13	CERC	Central Electricity Regulatory Commission
14	CMD	Chairman & Managing Director
15	CPG	Contract Performance Guarantee
16	CPBG	Contract Performance Bank Guarantee
17	CV	Curriculum Vitae
18	DD	Demand Draft
19	DISCOMs	Distribution Companies
20	EMD	Earnest Money Deposit
21	F&A	Finance & Accounts
22	FOR	Forum of Regulators
23	FPPCA	Fuel Power Purchase Cost Adjustment
24	FY	Financial Year
25	GST	Goods & Service Tax
26	IFB	Invitation for Bids
27	KWh	Kilo Watt Hour
28	LLP	Limited Liability Partnership
29	LOA	Letter of Award
30	MD	Managing Director
31	MUs	Million Units
32	MW	Mega Watt
33	NBPDCL	North Bihar Power Distribution Company Limited
34	NITI	National Institution of Transforming India
35	PFC	Power Finance Corporation
36	PSUs	Public Sector Utilities
37	REC	Rural Electrification Corporation
38	RFP	Request for Proposal
39	SAC	State Advisory Committee
40	SBPDCL	South Bihar Power Distribution Company Limited
41	SCF	State Coordination Forum

## **B. Disclaimer**

1. The information contained in this Request for Proposal document (hereafter referred to as "RFP" or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the NBPDC (hereinafter referred to as Company), or any of its subsidiary or employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by the Company to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus selection pursuant to this RFP. This RFP may not be appropriate for all persons, and it is not possible for the Company, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. Company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of Applicants for participation in the Bidding Process.
5. The Company also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.
6. The Company may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Company is bound to select and shortlist Applications and the Company reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.
7. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying,

postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Company or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

## C. Request for Proposal (RFP) Details

Sr. No.	Particulars	Details
1	<b>E-Tendering Notice no:</b>	35/PR/NBPDCL/2026
2	<b>Name of Work:</b>	Appointment of Tariff & Regulatory Consultant for three years (3) on Regulatory / Commercial Retainership Basis for North Bihar Power Distribution Company Limited (NBPDCL) and South Bihar Power Distribution Company Limited (SBPDCL)
3	<b>Issuing Authority</b>	North Bihar Power Distribution Company Limited (in its capacity as the Nodal Agency for NBPDCL & SBPDCL)
4	<b>Time Period for engagement of Consultant</b>	The engagement shall be for a period of 3 (Three) years from the Effective Date of Contract Agreement
5	<b>Method of Selection</b>	Combined Quality Cum Cost Based Selection (CQCBS) -70:30
6	<b>E-Bid Portal (website):</b>	<a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
7	<b>E-Tender Cost:</b>	Non-Refundable Fee of Rs 1,00,000/- (Rs One lacs only) and applicable GST @ 18%
9	<b>Bid Processing Fee:</b>	As applicable
10	<b>Earnest money deposit (EMD):</b>	Rs 5,12,946/- (Rs Five lacs Twelve Thousand Nine Hundred Forty Six only) from any nationalized or scheduled bank in the specified format
11	<b>Performance Security</b>	10% (Ten percent) of total contract value as Contract Performance Guarantee (CPG) in the approved format
12	<b>Start date of Online Sale of Bid Document:</b>	23-06-2026 after 11:00 Hrs
13	<b>Pre-Bid Meeting Date:</b>	29-06-2026 after 11:00 Hrs
14	<b>Last Date of Online Submission of bid along with Tender Cost &amp; processing fees</b>	14-07-2026 up to 18:00 Hrs
15	<b>Last Day of submission of EMD, hard copy of Technical Bid and receipt of BSEDCL processing fee and Tender Cost</b>	15-07-2026 up to 18:00 Hrs
16	<b>Opening date of e-bid Part-I (Technical):</b>	16-07-2026 at 11:00 Hrs
17	<b>Opening date of e-bid Part-II (Financial):</b>	To be notified after Technical Part evaluation through the web portal <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
18	<b>Consortium/JV Allowed:</b>	No
19	<b>Sub-Contracting Allowed:</b>	No
20	<b>Proposal Language:</b>	English
21	<b>Proposal Currency:</b>	INR
22	<b>Account Details for E-Tender Cost and Bid Processing</b>	To be deposited online through the web portal <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
23	<b>Contact Person for pre-bid Meeting, addressing queries, clarifications &amp; hard copy submission</b>	Name: Mr. Deepak Kumar Designation: Chief Engineer (Commercial), NBPDCL Address: 4th Floor, Vidyut Bhawan III, Bailey Road, Patna – 800 021 Phone No: 9264437178 Email id: <a href="mailto:cecom2.nbpdc@gmail.com">cecom2.nbpdc@gmail.com</a>
24	<b>Proposal Validity Date</b>	6 (six) calendar months from the Date of Bid Opening

### Note:

- Bid shall be accepted through the e-tender portal only. Tender issuing authority is not responsible for the delay/downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender

issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website.

- b. In case of any scheduled dates in the above table become a holiday, the scheduled date will get shifted to next working days of NBPDCCL.
- c. NBPDCCL reserves the right to reject any or all proposals or cancel the bid without assigning any reason thereof.
- d. All the documents & its pages as submitted by the consultant are to be duly signed by the Authorized Signatory of the Bidder.



## **D. Introduction**

1. Bihar is one of the fastest growing states in India. The rapid economic growth and infra structural development in the state needs to be supported by a proportionate growth in electricity generation, transmission and distribution. With its large population and rapidly growing economy, Bihar needs access to clean, cheap, quality and reliable sources of energy at affordable rates.
2. Bihar State Power (Holding) Company Limited (BSPHCL) is the successor company of erstwhile Bihar State Electricity Board, which has been re-organized w.e.f. 01<sup>st</sup> November 2012, into Bihar State Power (Holding) Company Limited, Bihar State Power Transmission Company Limited (Transmission), Bihar State Power Generation Company Limited (Generation), South Bihar Power Distribution Company Limited and North Bihar Power Distribution Company Limited (Distribution).
3. The Govt. of India had notified the Electricity Act 2003. In accordance with section 61 and 62 of the aforesaid Act and the applicable relevant Bihar Electricity Regulatory Commission (Multi Year Distribution Tariff) Regulations, NBPDC & SBPDCL needs to file True Up Petitions, ARRs, Tariffs & Review Petitions if required for relevant FYs of the control period before the State Regulator - Bihar Electricity Regulatory Commission (BERC).
4. The Bihar Electricity Regulatory Commission in exercise of power vested in it under section 62 (1) (d) read with section 62 (3) and section 64 (3) (a) of the Electricity Act 2003, Bihar Electricity Regulatory Commission (Multi Year Distribution Tariff) Regulations, 2021, Bihar Electricity Regulatory Commission (Multi Year Distribution Tariff) Regulations, 2024 and other enabling provision in this behalf, issues order determining the Aggregate Revenue Requirements (ARR) and Tariffs for the retail distribution of electricity by NBPDC & SBPDCL to the consumers in the whole state of Bihar.
5. The Regulations state that the Distribution licensees shall file Separate True-up, Annual Performance Review and Aggregate Revenue Requirements (ARR) for relevant financial year of the control period, complete in all respect along with requisite fee on or before 15<sup>th</sup> November of the Financial Year preceding the relevant Financial Year (FY).
6. BSPHCL had filed true-up petition for FY 2012-13 on behalf of respective companies i.e. NBPDC & SBPDCL. These companies also filed petitions for Review of FY 2013-14 and Revised ARR & Tariff Proposal for FY 2014-15 in November 2013. This was the first independent petitions for all utilities. After that each subsidiary companies of BSPHCL have been filing separate tariff petition before the BERC.

7. Accordingly, for the purposes of this Request for Proposal (RFP) and the subsequent appointment of the Tariff & Regulatory Consultant, North Bihar Power Distribution Company Limited (NBPDC) is acting as the Lead Nodal Agency.
8. NBPDC is authorized to invite bids from agencies, firms, companies, LLPs, State and Central Government Undertakings providing consultancy services as set-forth above (herein after referred to as “the Consultant”), to conduct the technical and financial evaluation, and finalize the selection on behalf of both NBPDC and SBPDC.
9. However, the selected Consultant will be required to provide individual retainerhip services to both distribution companies as per the defined Scope of Work.

## E. Scope of Work

The work as detailed hereunder will be done by the Consultant appointed by NBPDC through the present tendering process, which will be meant for two Discoms- NBPDC & SBPDC. The scope for the engagement for the appointment of Tariff & Regulatory Consultant for three (03) years on Retainerhip Basis for NBPDC & SBPDC is as follows:

Sr. No.	Scope of Work
<b>Part I: Support in Filing of Tariff and Other Petitions</b>	
1	<p><b>Tariff Petition:</b> Preparation and submission of True Up Petition, Annual Performance Review and Aggregate Revenue Requirement along with its Tariff petitions for ensuing FY for DISCOMs in accordance with the requirements of prevailing Multi Year Tariff Regulations.</p> <p>The support shall include:</p> <ol style="list-style-type: none"> <li>i. Data collection and Analysis</li> <li>ii. Incorporate inputs post discussions with DISCOMs officials.</li> <li>iii. Support in filing of final Tariff Petitions complete in all respects before BERC.</li> <li>iv. Power Point Presentation of the Petition before the management &amp; officials, BERC during Public hearings, the State Coordination Forum and the State Advisory Committee or as &amp; when required</li> <li>v. Support in getting the tariff petition, ARR, True-up petition &amp; Review petition approved by BERC.</li> <li>vi. Attending Public Hearing at Patna or other places in the State as decided by the BERC on Tariff Proposals of the DISCOMs.</li> <li>vii. Providing instant support in replies to the objections/ suggestions and queries of BERC during the Public Hearing.</li> <li>viii. Preparation and submission of all written clarifications/ responses to queries raised by BERC within the time frame and written objections/suggestions of the objectors till issuance of final Order on Tariff Petition, ARR, Review petition &amp; True-up petition on behalf of the DISCOMs. Supply of all queries with relevant responses in two (2) separate spiral bound set to DISCOMs.</li> <li>ix. Preparation and submission of public notices and abridged form of Tariff Proposals for DISCOMs to be published in the local newspapers as per the format prescribed by BERC.</li> <li>x. Analysis/examination of all orders issued by BERC on separate Tariff Petitions, etc. and submission of detailed analysis report within two (2) weeks on the implications of such orders. The report will also have recommendations for either adoption of the order of the Commission or filing of appeals against the orders of the BERC, before appropriate forum.</li> <li>xi. Preparation and submission of the Review Petitions for filing before the BERC as per the timelines given by the Hon'ble BERC or the Discoms and continue support till the issuance of Review Order.</li> </ol> <p>Project Director/Technical Expert under core team member will have to be present during all key</p>

Sr. No.	Scope of Work
	presentations and finalization of Petition such as SCF, SCC, TVS or as and when required by DISCOMs/ Hon'ble BERC.
2	<p><b>Business Plan:</b> Preparation of Business Plan of DISCOMs for approval of BERC for the control period (period may be of three years or otherwise as decided by BERC) in accordance with the requirements of prevailing Multi Year Tariff Regulations. Such Business Plan shall comprise but not limited to detailed category/sub-category wise sales and demand projections, power procurement plan, capital investment plan, financing plan and physical targets. The preparation of the Plan includes data collection from various department and validation of the data in coordination with the concerned department.</p> <p>The support shall include:</p> <ol style="list-style-type: none"> <li>Data collection, validation &amp; its analysis in coordination with the concerned department.</li> <li>Incorporate inputs post discussions with DISCOMs officials.</li> <li>Support in filing of final Business Plan of DISCOMs complete in all respects before BERC.</li> <li>Power Point Presentation of the Capital Expenditure Plan before the management and BERC during Public hearings or as &amp; when required</li> </ol>
3	<p><b>Capital Expenditure Plan:</b> Preparation of Draft Capex Plan as per the Bihar Electricity Regulatory Commission (Procedure for filing Capital investment and Capitalization plan) Regulations, 2018 or any other applicable Regulation from time to time which shall broadly cover the following:</p> <ol style="list-style-type: none"> <li>Support in assessment of Distribution Licensees Infrastructure Requirements to meet the demand (MW) and energy requirement (MU) forecasted</li> <li>Rolling plan of ten years for Capital investment and capitalization for capacity addition/improving operational efficiency/electrification/system strengthening with an overall objective of supplying unrestricted, uninterrupted and quality power to the consumers (including open access consumers) in the State shall be prepared</li> <li>Data collection, validation &amp; its analysis in coordination with the concerned department.</li> <li>Incorporate inputs post discussions with DISCOMs officials.</li> <li>Support in filing of final Capex Plan of DISCOMs complete in all respects before BERC.</li> <li>Power Point Presentation of the Capital Expenditure Plan before the management and BERC during Public hearings or as &amp; when required</li> </ol>
4	<b>Directives:</b> Support in compliance & its reporting against the directives issued by BERC in Tariff Order and any other directions from time to time
5	<b>Other Petitions:</b> Preparation of Petitions for seeking approval on FPPCA charges or any other Petitions required under any Regulations or to be decided by the DISCOMs to file before BERC/CERC/APTEL or any other appropriate forum
6	<b>Report Submission:</b> Arrangement of stationery, office equipment and all other logistics required for preparation of all reports/petitions. It is clarified that Consultant has to provide adequate number of hard & soft copies of draft/ final petitions and draft/ final replies to objections, draft/ final replies to BERC queries, draft/ final presentations or reports for SAC/ SCF meeting etc. All the related associated costs needs to be borne by the appointed consultant only.
<b>Part II: Regulatory and other Support</b>	
1	<b>Regulatory Support:</b> For all day to day and routine regulatory & commercial matters pertaining to the Central Government, Bihar Government, Ministry of Power, Central Electricity Authority, NITI Aayog, Central Electricity Regulatory Commission, Power Finance Corporation, Rural Electrification Corporation, Forum of Regulators and BREDA etc.
2	<b>Accounting Methodology:</b> Suggest & provide support in making changes to be made in the Accounting Methodology of NBPDC and SBPDCL (if any) to match the BERC requirements and suit standard accounting principles.
3	<p><b>Support in preparation of Study Reports as per the BERC Regulations</b></p> <p>For the Discoms, this shall include supporting the two companies in carrying out the following studies as specified in the MYT Regulations as well as any other study as recommended by the BERC:</p> <ol style="list-style-type: none"> <li>Cost of service studies which would serve as a tool for alignment of costs and charges and submit details regarding the cost-of-service services for each category or voltage level</li> <li>Assessment of actual consumption of power by unmetered consumer segment;</li> <li>Validation of the status of meters, load of metered and un-metered consumers and</li> </ol>

Sr. No.	Scope of Work
	category classification of consumers in the area of operations of Distribution Licensee; iv. Study of Agricultural feeders not segregated in significant numbers; v. Study of Agricultural feeders segregated in significant numbers; vi. Any other studies required by the Hon'ble Commission All the study reports shall be prepared based on the information / data to be made available by the concerned Discom offices.
4	Assistance in providing inputs on regulatory aspects of PPAs of the Discoms
5	Support to DISCOMs in checking and analysis of Power purchase and Transmission charges related bills received by Discoms. This exercise will include submission of monthly report incorporating details of each bills (quantum of power, break up of charges admitted, details of available energy from different sources viz-a-viz scheduled and energy drawal etc.) admitted in the preceding months.
6	Providing Assistance in preparing comments / objections / suggestions / recommendations to Discoms. on the draft Regulations notified by the CERC, BERC etc.
7	Review and analysis of various Regulations of CERC/BERC and recommending with grounds for seeking amendments in the Regulations if needed.
8	Assistance in preparation of guidelines to be prepared by the Discoms for implementation of Regulations notified by CERC/BERC from Regulatory perspective
9	Support in matters related to Short Term Open Access, Medium Term Open Access, Long term Open Access and connectivity connections
10	Support to the Discoms officials for raising any other issues / concerns before BERC/CERC or any applicable forums.
11	Any other Regulatory/Policy related assistance as required during the contract period.
12	Preparation of draft appeals, reviews and petitions to be submitted before the APTEL/BERC & discussion/conference with the conducting Advocate as required by DISCOMS.
13	Support in discussions with lawyers for finalizing the Appeal or Petition to be filed before the APTEL.
14	Support in preparation of replies/response to the objections / deficiencies of the respondents/APTEL till issuance of final Order.
15	Support to DISCOMs if any Appeal pertaining to Tariff Order or other order is remanded to BERC
16	Support to DISCOMs in preparation petitions if required to be filed before Hon'ble Court for amendment/Repeal of Regulations notified by BERC.
17	Support to DISCOMs in preparation and finalization of Renewable Consumption Obligation (RCO).
18	Support to DISCOMs in preparation and finalization of Standards of Performance mandated by BERC.

## F. Combined Team Composition

The bidder must possess its team consisting of manpower details as given herein below:

Sr. No.	Particulars	Details
<b>A</b>	<b>Core Team (1 No)</b>	
<b>1</b>	<b>Project Director:</b>	<b>a. Qualification:</b> B.Tech/BE and PGDM/MBA or CA <b>b. Experience:</b> <ul style="list-style-type: none"><li>• 10+ Years of Experience in Power Sector</li><li>• 7+Years of Experience in Distribution Sector involving Regulatory Matters in India</li><li>• Minimum on site deployment of 10 working days in each contract year.</li></ul>
<b>B</b>	<b>Onsite Team at Patna (3 Nos)</b>	
<b>1</b>	<b>Resident Team Member 1:</b>	<b>a. Qualification:</b> B.Tech /BE and PGDM/MBA <b>b. Experience:</b> <ul style="list-style-type: none"><li>• 4+ Years of Experience in Distribution Power Sector specific to Regulatory &amp; Policy Matters</li><li>• Full Time at Client site</li></ul>
<b>2</b>	<b>Resident Team Member 2:</b>	<b>a. Qualification:</b> B.Tech /BE and PGDM/MBA <b>b. Experience:</b> <ul style="list-style-type: none"><li>• 4+ Years of Experience in Distribution Power Sector specific to Regulatory &amp; Policy Matters</li><li>• Full Time at Client site</li></ul>
<b>3</b>	<b>Resident Team Member 3:</b>	<b>a. Qualification:</b> CA/CFA/ICWA <b>b. Experience:</b> <ul style="list-style-type: none"><li>• 4+ Years of Experience in Distribution Power Sector specific to Regulatory &amp; Policy Matters</li><li>• Full Time at Client site</li></ul>

### Note:

1. The Consultant would not be allowed to change any of the team members whose details have been mentioned in the bid without the approval of NBPDCCL during the entire tenure of the contract. Any such change / replacement may be done with the prior approval of NBPDCCL with a team member's CV of equivalent or higher qualification / experience.
2. The no. of days is subject to the working calendar of SBPDCL / NBPDCCL and their holidays. Further, the full-time resident team members may be granted additional personal leaves with prior consent from NBPDCCL, subject to the leave policy of the Consultant's organization.
3. For support in preparation & filing of Tariff Petitions & other important work/assignment as & when required or on the request by DISCOMs, the Consultant may deploy additional manpower as required for completing the defined scope of work as per the given timelines, for which no extra cost would be paid.
4. The cut-off date for calculating length of experience shall be 31-05-2026.

## G. Pre-Bid Eligibility Criteria

In this tender, single bidder is only allowed for participation. Any bid not found to be in conformance with any of the pre-qualifying conditions may be summarily rejected and not be considered for further evaluation. The invitation to online bid is open to all the agencies, firms, companies, LLPs, State Government and Central Government agencies, who meet the requisite qualifying requirements stipulated herein under and the bidder shall provide satisfactory evidence that qualifies under the following:

Sr. No.	Particulars	Details
1	<b>Registration:</b> The Bidder should be registered (as LLP, Pvt. Ltd., Limited) with the Registrar of Companies or Registrar of Firms or societies for the year ending March 31, 2025.	<b>Duly attested copies of:</b> <b>a.</b> Certificate of Incorporation <b>b.</b> Certificate of Conversion to LLP <b>Issued by</b> <b>a.</b> The Registrar of companies <b>b.</b> Registrar of Firms
2	<b>Turnover &amp; Net Worth</b>  <b>a.</b> The Bidder should have a minimum average annual turnover of at least Rs. 400 Crores (Rs Four Hundred Crores) per annum from its Indian Operations during the last three Financial Years ending on 31 <sup>st</sup> March 2025, to show it has adequate financial capabilities to carry out the task as per the scope of work.  <b>b.</b> The Bidder should have a positive Net worth for the all the last three Financial Years ending on 31 <sup>st</sup> March 2025.	<b>a.</b> Complete Annual Reports together with Audited statement of Accounts for the last three Financial Years ending on 31 <sup>st</sup> March 2025 including P&L Account, Balance Sheet duly certified by the Chartered Accountant <b>b.</b> Valid Pan Registration <b>c.</b> GST Registration
3	<b>Documentary evidence for :</b> <b>(i) No Blacklisting</b> -The Bidder shall not have been blacklisted from business by any Central or State Ministries / PSUs / State/Central Govt. Department as on date of Submission of Bid. -No blacklisting by BSP(H)CL or its subsidiaries companies as on date of Submission of Bid. <b>(ii) No debarment</b> -The Bidder should not be debarred by BSP(H)CL or its subsidiaries companies as on date of Submission of Bid.	Notarized Affidavit from Bidder as per <b>Form M: Declaration on Notarized Affidavit by the Bidder that the firm is not blacklisted by any Central or State Ministries / PSUs/ State/ Central Govt. Department/ BSP(H)CL or its subsidiaries companies as on date of Bid opening.</b> <b>b.</b> Notarized Affidavit from Bidder as per <b>Form M: Declaration on Notarized Affidavit by the Bidder that the firm is not debarred by BSP(H)CL or its subsidiaries companies as on date of Bid opening.</b>
4	<b>Self-declaration</b> that the information provided by the Bidder is true to the best of its knowledge, specifically pertaining to the experience furnished & conflict issues	Notarized Affidavit and certification to be submitted as per <b>Form K: Undertaking on Notarized Affidavit that the information provided by the Bidder is true to the best of its knowledge, specifically pertaining to the experience furnished &amp; conflict check</b>
5	The Bidder must be well acquainted with the working of DISCOMs and Electricity Regulatory Commissions, present regulatory framework of power sector and Experience in executing at least four (4) jobs of preparation of true-up petition / Performance Review / ARR / Multi-Year Petition and Tariff proposal for Distribution Companies / State Electricity Boards / Electricity departments for the Power Distribution business, in India Or At least two (2) job of preparation of true-up petition / Performance Review / ARR / Multi-Year Tariff Petition and Tariff proposal for Distribution Companies / State Electricity Boards / Electricity departments for the Power	Work Orders/ Letter of Award/ Contract Agreement and Satisfactory Work Completion Certificate (or self-certifications) from the bidder regarding completion of each assignment to be attached as proof.



Sr. No.	Particulars	Details
	Distribution business, in India and at least two (2) jobs from the State Electricity Regulatory Commission's side for preparation of order of true-up/Performance Review of ARR/ Tariff order for Distribution Companies / State Electricity Boards / Electricity departments for the Power Distribution business in India. <i>Note: Different work such as True Up, Performance Review, Tariff Preparation under one LoA shall be considered as one job / experience.</i>	
6	Experience of successfully completing at least one (01) jobs on Regulatory retainership basis with Power Distribution Utilities / State Electricity Boards / SERC/ Electricity Department in the Power Distribution business, in India <i>Note: Regulatory Retainer experience means the contract or work order issued by utility/ department on Retainership basis for electricity regulatory matters and has pre-defined contract period on continuous basis. The works which are purely milestone/ deliverable based such as ARR, Reforms, restructuring etc. will not qualify under Retainership).</i>	Work Orders/ Letter of Award/ Contract Agreement and Satisfactory Work Completion Certificate (or self-certifications) from the bidder regarding completion of each assignment to be attached as proof.
7	Valid PAN plus GST Certificate	Duly attested copies issued by the competent authority

**Note:**

- a. In case of non-furnishing of any requisite document with the bid, that if required, clarifications shall be sought under signature of the Chief Engineer (Commercial) NBPDC. The office copy of the letter(s) seeking clarifications from bidders on qualification requirement (QR) shall be signed by all members of the TEC. The request for clarification and the response thereto shall be in writing and should be delivered by registered post/speed post/courier/ hand delivery under acknowledgement / E-mail/ Fax. In case of communication through E-mail, hard copy of the same shall be properly filed. However, the bidder shall not be permitted to submit any additional document during clarification stage, which enhances his original submitted credentials. If the bidder still fails to submit the required document, the bid will be considered as non-responsive, and bid may be summarily rejected.
- b. Bidder shall be responsible for all the aspects of defined scope. Also, no further sub-contracting will be allowed during any stage of the project implementation. Suppression of information / facts would lead to instant disqualification.
- c. JV/Consortium is not allowed.
- d. Each page of the technical proposal along with its supporting documents needs to be signed & stamped by the authorized signatory.
- e. The tender which is not submitted in the NBPDC's prescribed Proforma shall be rejected.
- f. Indian Experience shall only be considered for eligibility, qualifying criteria, experience etc.

## H. Evaluation of Bids

1. The Applicant shall be selected under the Combined Quality cum Cost Based System (CQCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and procedures described in this RFP.
2. NBPDCI will evaluate the technical bid first. NBPDCI shall open the "Technical Proposal" only for the bidders who meet the pre-bid eligibility criteria. It will review the technical bids of the short-listed bidders to determine whether the technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements are liable to be disqualified at NBPDCI discretion.
3. The bids will be evaluated by NBPDCI to ascertain the technically competent and commercially competitive responsive bids by awarding weightage for technical competence and commercially lower bids for the complete scope of service/work as detailed in bid documents. Any effort by a bidder to influence NBPDCI/SBPDCI in the bid evaluation, bid comparison or contract award decision may result rejection of that bidder's bid.
4. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. The minimum qualifying score for the technical bid shall be 70. The financial bids of bidders who have secured minimum qualifying technical scores of 70% or more after technical evaluation, shall only be opened.
5. NBPDCI will open the financial bid of the technically eligible & qualified bidders on e-tender portal whose bids are short listed for financial evaluation. The representatives of technically qualified bidders who want to be present at the opening of financial bid may present themselves.
6. The proposal with lowest evaluated cost will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The Composite Evaluation would be done as under:

### ***Composite Evaluation (CE):***

*T: Technical Proposal evaluation score out of 100*

*F: Financial Proposal evaluation =  $100 \times Af / Bf$*

*Where, Af= Price of lowest responsive bidder and*

*Bf= Price of a particular bidder*

*The Final Total score will be worked out by adding the weighted marks on technical and financial proposals i.e. Final Score of the particular bidder*

*$CE = T \times 0.70 + F \times 0.30$*

7. The Bidder securing the highest combined technical and financial score will be awarded the contract/project. Evaluations will be based on documentary evidence submitted by the bidder with respect to evaluation/selection criteria. The evaluation would be done by the Technical Evaluation Committee (TEC) and NBPDCI on behalf of the TEC may issue queries for submission of such required document. If the bidder still fails to submit the required document, the bid will be considered as non-



responsive, and bid may be summarily rejected. However, the bidder shall not be permitted to submit any additional document during clarification stage, which enhances his original submitted credentials.

8. The NBPDCCL shall have exclusive right to reject any or all bids exercising its sole discretion without assigning any reason to anyone.

## I. Technical Evaluation Criteria

The Technical Evaluation shall be based on following parameters:

Sr. No.	Particulars	Details Required	Marks
<b>A</b>	<b>Firm Experience</b>		<b>45</b>
<b>1</b>	<b>Consultant's Indian experience for the assignment in Regulatory Retainership assignments</b> Engagement related to Regulatory Retainership with Distribution companies/ Electricity Departments / State Electricity Boards / State Electricity Regulatory Commissions <i>Note: Retainership experience means the contract or work order issued on Retainership basis for Regulatory matters and has pre-defined contract period on continuous basis, for a minimum period of 12 months. Extension of any engagement shall not be considered as separate engagement.</i>	<b>Maximum 6 Assignments: 3 Marks Each</b>  <i>Work Orders/ Letter of Award/ Letter of Intent/ Contract Agreement and Satisfactory Work Completion Certificate (or self certifications for the work completion) from the bidder regarding completion of each assignment</i>	<b>18</b>
<b>2</b>	<b>Consultant's Indian experience for the assignment in regulatory and tariff related matters</b> Filing of tariff petitions and ARRs for Power Distribution business with Distribution companies / Electricity Departments / State Electricity Boards or from the State Electricity Regulatory Commission's side for preparation of order of true-up/Review of ARR/ tariff order for Distribution business	<b>Maximum 5 Assignments: 3 Marks Each</b>  <i>Work Orders/ Letter of Award/ Letter of Intent/ Contract Agreement and Satisfactory Work Completion Certificate (or self certifications for the work completion) from the bidder regarding completion of each assignment</i>	<b>15</b>
<b>3</b>	<b>Consultant's experience in working with the Bihar Utilities / Bihar Electricity Regulatory Commission</b>  Engagement in supporting Bihar's utilities	<b>Maximum 6 Assignments: 1 Marks Each</b>  <i>Work Order/Letter of Award/ Letter of Intent / Contract Agreement and completion certificate.</i>	<b>6</b>
<b>4</b>	<b>Consultant's experience with FOR or CERC or MoP</b>	<b>Maximum 6 Assignments: 1 Marks Each</b> <i>Work Order/Letter of Award/ Letter of Intent / Contract Agreement and completion certificate (or self certifications for the work completion.)</i>	<b>6</b>
<b>B</b>	<b>Team Experience</b>		<b>50</b>
<b>1</b>	<b>Qualification, competence and Indian experience in the relevant field of the Project Director proposed for the assignment</b>	<b>a. Relevant experience with DISCOMs:</b> <i>Half (0.5) mark each for every filing of tariff petition for DISCOMs, subject to maximum four (4) marks.</i> <b>b. Relevant experience with SERCS:</b> <i>Half (0.5) mark each for every experience with SERC for finalization of tariff orders of DISCOMs, subject to a maximum of three (3) marks</i> <b>c. Power Sector and Regulatory</b>	<b>11</b>

Sr. No.	Particulars	Details Required	Marks
		<b>Experience:</b> <i>More than or equal to 20 years = 4 marks</i> <i>less than 20 years = 2 marks</i>	
2	Professional qualification of Full Time Residential Team Member 1	<b>Professional qualification of Full Time Residential Team Member for first Member</b> a)Relevant Experience: <i>Experience on retainer ship basis in assisting DISCOMs on commercial matters such as Power purchase cost optimization measures, regulatory compliances, preparation of FPPCA petitions ,filing of tariff petition etc. each such assignment shall carry 2 mark for each assignment subject to maximum 8 marks</i> b) Power Sector and Regulatory Experience: <i>More than or equal to 8 years = 5 Marks</i> <i>Less than 8 years = 2 Marks</i>	13
3	Professional qualification of Full Time Residential Team Member 2	<b>Professional qualification of Full Time Residential Team Member for Second Member</b> a)Relevant Experience: <i>Experience on retainer ship basis in assisting DISCOMs on commercial matters such as Power purchase cost optimization measures, regulatory compliances, preparation of FPPCA petitions ,filing of tariff petition etc. each such assignment shall carry 2 mark for each assignment subject to maximum 8 marks</i> b) Power Sector and Regulatory Experience: <i>More than or equal to 8 years = 5 Marks</i> <i>Less than 8 years = 2 Marks</i>	13
4	Professional qualification of Full Time Residential Team Member 3	<b>Professional qualification of Full Time Residential Team Member for Third Member</b> a)Relevant Experience: <i>Regulatory assignments including tariff filing or retainership assignments from Discom's side or SERC side (involving Discoms) = 2 mark for each assignment subject to maximum 8 marks</i> b) Power Sector and Regulatory Experience: <i>More than or equal to 5 years = 3 Marks.</i> <i>Less than 5 years = 2 Marks.</i>	13
C	Consultant's Approach & Methodology and Work Plan for execution of the project		5
D	Total Marks		100

**Note:**

- a. One (project) experience cannot be claimed against more than one criteria given above. In case an Applicant submits the same project under two categories, the submission against first category will be considered.
- b. The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Bidder legal entity submitting the bid for this RFP. Extension work orders on an existing project will not be counted as separate projects.

**J. Timeline, Payment Terms & Penalty****I. Timeline**

1. The period of this engagement is for three (3) years from the effective date of contract agreement. The consultant has to adjust the time schedule of the assignment in such a manner that separate Tariff Petitions for each year within the contract period are prepared and submitted to the BERC as per the time schedule indicated by BERC, and agreed with NBPDC and SBPDCL, as the case may be.
2. The consultant is expected to adhere to these timelines stipulated below subject to availability of quality data from the respective departments. However, the consultant can complete the below mentioned tasks before the scheduled timelines.

Sr. No.	Milestones	Timelines
1	Submission of Contract Performance Bank Guarantee	Within 14 days from issuance of Letter of Award (LoA)
2	Signing of contract agreement and Non-Disclosure Agreement	Within 21 days from issuance of Letter of Award (LoA)
3	Mobilization of Manpower	Within 14 days from issuance of Letter of Award (LoA)
4	Preparation and submission of MYT Business Plan	As per timelines specified by BERC.
5	Preparation and submission of Capital Investment Plan	
6	Preparation and submission of all Tariff Petitions and other related information for tariff filing	
7	Preparation and submission of other petitions / reports required in compliance of any Regulations / Directives of BERC.	
8	Analysis of Tariff Order	Within 2 weeks of issuance of Tariff Order by BERC
9	Preparation & submission of long-term power procurement plan	As per timelines communicated by BERC / NBPDC / SBPDCL
10	Other deliverables	As per timelines communicated by BERC / NBPDC / SBPDCL

## **II. Payment Terms**

1. The payment shall be made in equal monthly installments spread over a period of 36 months. The contract amount and monthly installment will be equally shared by the two DISCOMs i.e. NBPDCCL & SBPDCL
2. Payment will be released only after submission of Contract Performance Guarantee for 10% of total value of the contract. The Consultant shall submit company wise monthly bills (each monthly installment shall be segregated into two equal monthly invoices) along with all supporting documents – Monthly progress reports, attendance sheet of the engaged manpower etc. to the Chief Engineer (Commercial), NBPDCCL, Patna for processing and payment. Bills will be verified by respective DISCOMs. The payment will be released by Senior Manager (Finance) NBPDCCL, Patna on behalf of both the DISCOMs i.e. NBPDCCL & SBPDCL.
3. The above-mentioned consultancy fee will be on firm basis and no escalation will be acceptable under any circumstances for the three (3) years. All the above payments shall be released within four weeks from the date of receipt of invoices with supporting documents if any, in triplicate by account payee cheque/e-payment subject to statutory deductions of taxes and duties as applicable.

## **III. Penalty**

### **1. Preparation & Filing of Tariff Petition**

- a. Submission of final Petitions / replies / comments / observations etc shall be as per the timelines decided by the BERC.
- b. Penalty 1% (one percent) of the monthly installment will be deducted from running monthly invoice for each week of delay or part thereof against the timeline decided by BERC. The GST if applicable upon penalty shall be charged extra over and above the penalty amount.

### **2. Manpower Deployment**

- a. In case the manpower availability is not as per the minimum guidelines laid out under

- b. Combined Team Composition, the Consultant would be levied a penalty on the account of inadequate deployment of manpower.
- c. For calculation of Penalty, the monthly fee would be as quoted / negotiated. Further the monthly fee for each full-time resident team member would be = Monthly Fee / 3.
- d. In case if any full-time resident team member of the Consultant, or their approved substitute, is not deployed in accordance with the contract or remains absent for up to seven (7) consecutive days or for a total of seven (7) days within a month—without sanctioned leave beyond the applicable/allowed leave—a proportionate deduction shall be made from the Consultant's admitted monthly remuneration for that month.
- e. In case if any full-time resident team member of the Consultant, or an approved substitute, is not deployed in accordance with the contract or remains absent for more than seven (7) days and up to fifteen (15) days within a month—without sanctioned leave beyond the applicable/allowed leave—a proportionate deduction of the monthly quoted remuneration shall be made. In addition, a penalty equivalent to 50% of the days of absence (calculated on the basis of the monthly remuneration) shall be imposed. Accordingly, a total deduction equivalent to 1.5 times the proportionate monthly remuneration for the period of absence shall be made from the Consultant's admitted bill.
- f. In case any of the full-time resident team member of the Consultant as per the contract is not deployed / absent for a period of more than fifteen (15) days, apart from proportionate deduction of monthly remuneration, an additional penalty equivalent to days of absence based on monthly remuneration will be deducted from admitted bill of the Consultant (i.e. proportionate deduction of 2 times of monthly fee divided by 3 for each such team member).
- g. The consultant needs to maintain the manpower (Core Team) other than full time Resident Onsite Team Members as per the minimum requirement to avoid any penalty. In case of the core team member of the Consultant or an alternative member has not been present as per the contract in a FY without any prior approval, proportionate deduction of the monthly remuneration will be made from the admitted bill of the Consultant for the month. Also for calculation of Penalty of core team member, the monthly fee would be thirty percent of monthly bill. Further, the consultant in its Monthly Progress Reports needs to clearly specify the involvement of its core team as below:

Sr. No	Core Team	Minimum no of Engagements in a month	Minimum Onsite working days in Each Contract year
1	<b>Project Director:</b>	2	10

- h. If such kind of action as per above clause is repeated by the Consultant more than twice in a month, suitable necessary action may be taken including termination of the contract, forfeiture of CPG etc.
- i. The penalty will be subject to maximum up to 5% of the total contract fee.

- j. Further for purposes of computing penalty on period of absence' it shall be calculated on a calendar-day basis for period absent from the project (one day being equivalent to 1/30<sup>th</sup> of a month).

## **K. Contracting Arrangements**

### **I. Award of Contract**

1. The successful bidder shall be required to execute a contract agreement within three weeks from the award of the LoA.
2. Failure on the part of successful bidder to execute contract agreement within the time schedule, as specified by NBPDCCL, may lead to cancellation of bid and forfeiture of bid security.
3. NBPDCCL will notify the successful bidder in writing by registered letter or by email to confirm that his bid has been accepted. The letter of award (LoA) will constitute the formation of the contract. The consultant needs to confirm the unconditional acceptance of the said LoA within a week from receipt of such letter or email.
4. On furnishing the performance security and execution of contract agreement by successful bidders, NBPDCCL will notify the unsuccessful bidders and their earnest money deposit will be refunded thereafter.

### **II. Signing of the Contract Agreement and Non – Disclosure Agreement**

1. Upon successful selection by the Nodal Agency (NBPDCCL), the final Contract Agreement and Non-Disclosure Agreement shall be executed by the successful bidder or his authorized representatives with NBPDCCL within three (3) week of award of contract and after submission of CPBG on the prescribed format on Non-Judicial Stamp Paper of the State of Bihar of the value of Rs. 1000/- (Rupees one thousand only) for each agreement.
2. The format of Contract Agreement is attached with RFP as **Form L: Format of Contract Performance Bank Guarantee (CPBG) Agreement**.
3. The format of Contract Agreement is attached with RFP as **Form L: Format of Contract Performance Bank Guarantee (CPBG)**.
4. The consultant must raise separate invoices to the respective DISCOMs in equal proportion.
5. Failure on the part of the successful bidder to comply with the requirement of this clause will constitute sufficient ground for the annulment of award.

**Note :- Effective date of contract shall be date of signing the Agreement.**

### **III. Performance Security**

1. Contract Performance Guarantee (CPG) will have to be deposited by the successful Bidder in following manner:
  - a. Bank Guarantee of the amount equivalent to 10% (Ten percent) of the total contract value shall be deposited after receipt of LoA and before the execution of the agreement.
  - b. The Bank Guarantee shall be in the approved format of NBPDCCL.

- c. The Bank Guarantee shall be issued from a Nationalized/scheduled Indian Bank and shall become acceptable to the NBPDCCL only after verification by Senior Manager (Finance), NBPDCCL, Patna which will be valid for a minimum period of 90 days beyond the expected date of completion of the work. The Bank Guarantee (BG) shall be issued by Nationalized/Scheduled Indian Bank in favor of North Bihar Power Distribution Company Limited, Patna and will be submitted to Senior Manager (Finance). The format of BG is attached with RFP as **Form L: Format of Contract Performance Bank Guarantee (CPBG)**.
- d. The selected bidder shall have to extend the validity period of the Bank Guarantee beyond the initial date in case, the actual date of completion of the work is delayed due to any reason.
- e. No Bank charges or interest shall be payable against the Bank Guarantees;

#### **IV. Termination of Contract**

1. If the Consultant fails to execute the work in accordance with the contract or neglect to execute or comply with the reasonable instructions given by NBPDCCL, NBPDCCL may give 30 days' notice in writing to make good the failure, neglect or contravention complained of. In case of failure to comply with the notice within 30 days of issue of the notice, NBPDCCL may take penal actions such as termination of contract, forfeiture of CPG (BG), debarment / blacklisting of the Consultant.
2. NBPDCCL, in its sole discretion and for any reason whatsoever, may terminate full or part of this Contract.
3. If the Consultant, in the judgment of NBPDCCL has engaged in corrupt, fraudulent, collusive or coercive practices; in such a case the Contract shall be terminated on the date Consultant is notified of such breach.
4. Due to unavailability of manpower as mentioned under **Penalty** clause.
5. The Courts of Patna shall alone have an exclusive jurisdiction to decide any differences/dispute/claim for and against NBPDCCL and the Consultant and the bidders arising out in respect of this NIT, Letter of Intent, Work Order, contract agreement etc.

#### **L. Brief Description of the Proposal & its Submission**

The Bid proposal shall be made in TWO PARTS i.e., PART-I and PART-II. PART-I shall contain the 'Technical Bid' and PART-II shall contain the 'Price Bid', which shall be prepared in the manner described below:

##### **I. Part I: Technical Bid (Both Online and Hard Copy Submission)**

1. The following documents (forms) duly filled in and signed by the Bidder shall be submitted as PART-I of the Bid Proposal:
  - a. **Form A:** Proposal Submission Form
  - b. **Form B:** About the bidder organization, profile & its expertise

- c. **Proof C:** Proof of payment or demand draft for cost of payment of the tender document.
- d. **Form D:** Earnest Money Deposit to be submitted as DD or BG from any nationalized or scheduled bank in the specified format
- e. **Form E:** Bidder documentary evidence in support of the Pre-Bid Eligibility Criteria
- f. **Form F:** Bidder documentary evidence in support of the Evaluation Criteria:
- g. **Form G:** Composition of team personnel and the task which would be assigned to each team member for this project
- h. **Form H:** Detailed CV of professionals proposed: *Team Experience*
- i. **Form I:** Description of the Approach & Methodology and Work plan including time schedule for performing the assignment.
- j. **Form J:** Comments and suggestions including deviations of the bidder on the terms of reference data, services and facilities to be provided by the client;
- k. **Form K:** Undertaking on Notarized Affidavit that the information provided by the Bidder is true to the best of its knowledge, specifically pertaining to the experience furnished & conflict check
- l. **Form L:** Format of Contract Performance Bank Guarantee (CPBG)
- m. **Form M:** Declaration on Notarized Affidavit by the Bidder that the firm is not blacklisted by any Central or State Ministries / PSUs / State/Central Govt. Department/ BSP(H)CL or its subsidiaries companies as on the date of Tender. Also, Declaration on Notarized Affidavit by the Bidder that the firm is not debarred by BSP(H)CL or its subsidiaries companies as on date of Bid opening.
- n. **Form N:** Integrity Pact on Notarized Affidavit as a part of Proposal to be signed post award of contract if applicable.
- o. Power of Attorney of the signatory of the Bidder in original or duly attested by a Notary Public on a non-judicial stamp paper of appropriate value not less than Rs. 100/-. Bidders to note that no prescribed Performa has been enclosed for Power of Attorney (PoA) and they may use their own Performa for furnishing the required information with the Bid.
- p. The Bid document issued by SBPDCL, amendments / corrigendum / interpretations/ addendum/clarifications etc. for the work, if any, duly signed by the Bidder as a token of unconditional acceptance.
- q. Audited Profit and Loss Account and Balance sheet along with CA certificate (Turnover and net worth) for the last three financial years are to be enclosed.
- r. Copy of Certificate of Incorporation.
- s. Copy of the GST number of the firm.
- t. Copy of Permanent Account Number (PAN) issued by IT department.
- u. Information regarding ex-employees of BSPHCL or its subsidiary companies working in the bidder organization if any. The bidder can use its own format regarding the same.
- v. Memorandum and Article of Association



- w. Any other information, the Bidder desires to furnish in connection with this Bid.
- x. Performance Certificate of Satisfactory work from any Central/ State govt. departments/ PSUs or any govt. recognized institute from Power Sector.
- y. Acceptance of all Terms & Conditions in this Bid.
- z. Variation & Deviations from the requirements of the conditions of Contract/ RFP.

## II. Part II: Price Bid (Online Mode Submission only)

1. The format for price Bid Form duly filled-in and Signed by the Bidder shall be submitted as PART-II of the Bid document.
2. Bidder shall quote Lump sum fees and the same would be considered for financial part evaluation purpose.

## III. Proposal Submission

1. For submission of e-tender through the web portal <https://eproc2.bihar.gov.in> following procedure shall be adopted by the Tenderer.
  - a. STEP I: The Bidder is required to submit the following:
    - i. Cost of Tender Document Rs 1,00,000/- (Rs One lacs only) and applicable GST @ 18% to be paid online through the web portal <https://eproc2.bihar.gov.in>. Any other bid processing charges to be incurred and paid by the bidder itself based on actuals.
    - ii. EMD of Rs 5,12,946/- (Rs Five lacs Twelve Thousand Nine Hundred Forty Six only) in form of Bank Guarantee issued by any Nationalized/ scheduled bank in India in favor of NBPDCCL, payable at Patna with **validity for eight (8) months** from the scheduled date of opening of Techno-commercial Bid. It can also be paid online by way of challan through the web portal <https://eproc2.bihar.gov.in>. Alternatively, it can be paid by way of Demand Draft in favor of North Bihar Power Distribution Co. Ltd, payable at Patna and to be submitted in original on or before due date for submission of hard copies at the office of Chief Engineer (Commercial), NBPDCCL, Vidyut Bhawan, Patna. A proforma for Bank Guarantee as per **Form D: Earnest Money Deposit to be submitted as DD or BG from any nationalized or scheduled bank in the specified format**
    - iii. Power of Attorney for submission of Bid.

**Note:** The original of all above documents should be submitted positively before scheduled date of opening of Techno-commercial bid to the Chief Engineer, (Commercial), NBPDCCL.

- b. STEP II: All the documents mentioned above along with Technical format duly filled in should be submitted in e-form only as "Part-I – Technical Bid".
- c. STEP III: "PART-II - Price Bid" shall also be submitted in e-form only in prescribed format duly filled in.

#### **IV. NBPDCI's Right to Reject Tender:**

1. NBPDCI reserves the right to reject any or all tenders received at any stage without assigning any reason thereof and the Tenderer shall not be entitled to any costs, charges or expenses in this regard.
  - a. In case Tender/bid is not received within the stipulated time and date as indicated above.
  - b. If the Tender/bid is not accompanied with the requisite tender fee, earnest money deposit, processing fee, requisite documents and schedules.
  - c. If proposal is not a firm proposal.
  - d. If Tender/bid is not on the prescribed lines, form and pattern described in the tender document.
  - e. If each page of the proposal (technical and Price) is not duly signed and stamped by the authorized signatory
  - f. If a material misrepresentation is made or discovered.
  - g. In case of non-furnishing of any requisite document with the bid, NBPDCI may issue queries for submission of such required document. If the bidder still fails to submit the required document, the bid will be considered as non-responsive, and bid may be summarily rejected. However, the bidder shall not be permitted to submit any additional document during clarification stage, which enhances his original submitted credentials.
  - h. If it is found that the rate quoted by the Bidder is unusually high or unusually low unless NBPDCI is convinced about the reasonableness of the rate on analysis of such rate.
  - i. If canvassing is found in connection with tenders and/or with uncalled for remarks.
  - j. If the offer is accompanied with any modification(s) and/or special condition(s).
  - k. If the proposal is found with erasing action or overwriting unless the corrections and/or alterations are not accompanied with initials and attestations of the authorized person(s).

#### **V. Bid Validity Period**

1. Bid should be valid for acceptance for a period of **6 (six) calendar months from the date of opening of the bid. The bids valid for a period** shorter than specified period shall be rejected as being non-responsive.
2. NBPDCCL may request the bidders for a specified extension of the period of validity of the bids and/or the Contract Performance Guarantees and/ or Earnest Money Deposits. The bidders shall comply with such requests. Non- compliance with such request will result in the forfeiture of the Earnest Money/ Contract Performance Guarantee.

## **VI. Opening of Bids**

1. Technical & Commercial part of the bid will be opened as per schedule in the office of Chief Engineer (Commercial), NBPDCCL, 4th Floor, Bailey Road, Vidyut Bhawan-III, Patna. Bidder's authorized representatives may witness the opening of bids.
2. The bids of those bidders having no proof regarding deposit of E.M.D. and cost of the tender document of requisite value in acceptable form will be rejected.
3. The Financial part of technically qualified bidders availing required minimum marks shall only be opened.
4. Bids which are not opened and read out at the time of bid opening, will not be considered for further evaluation regardless of circumstances.

## **VII. Clarification of Bids & Pre-Bid Meeting**

1. To assist in the examination, evaluation and comparison of bids, NBPDCCL may at its discretion ask any bidder for clarification of his bid including break-up of rates. The request for clarification and the response shall be in writing by letter or email.
2. A pre-bid meeting will be held as per the schedule notified by NBPDCCL in the tender notice to clarify any doubts and queries of prospective bidders.

## **M. Forms – Part I: Technical**

### **I. Form A: Proposal Submission**

No.

Date:

To,  
The Chief Engineer (Commercial),  
North Bihar Power Distribution Company Limited,  
4<sup>th</sup> Floor, Vidyut Bhawan-III, Bailey Road, Patna-800021.

Sir,

With reference to the present Bid Document, we the undersigned, have examined the Bid

Documents, including scope of work as detailed above. We would like to offer the required consultancy services as detailed herein for undertaking the work as detailed in the scope of work under ***Scope of Work*** of the Tender documents.

In line with the requirement of the Bid Documents, we have uploaded the following documents to the Bid Form:

- a. **Form A:** Proposal Submission Form
- b. **Form B:** About the bidder organization, profile & its expertise
- c. **Proof C:** Proof of payment for cost of payment of the tender document.
- d. **Form D:** Earnest Money Deposit to be submitted as DD or BG from any nationalized or scheduled bank in the specified format
- e. **Form E:** Bidder documentary evidence in support of the Pre-Bid Eligibility Criteria
- f. **Form F:** Bidder documentary evidence in support of the Evaluation Criteria:
- g. **Form G:** Composition of team personnel and the task which would be assigned to each team member for this project
- h. **Form H:** Detailed CV of professionals proposed: *Team Experience*
- i. **Form I:** Description of the Approach & Methodology and Work plan including time schedule for performing the assignment.
- j. **Form J:** Comments and suggestions including deviations of the bidder on the terms of reference data, services and facilities to be provided by the client;
- k. **Form K:** Undertaking on Notarized Affidavit that the information provided by the Bidder is true to the best of its knowledge, specifically pertaining to the experience furnished & conflict check
- l. **Form L:** Format of Contract Performance Bank Guarantee (CPBG)
- m. **Form M:** Declaration on Notarized Affidavit by the Bidder that the firm is not blacklisted by any Central or State Ministries / PSUs / State/Central Govt. Department/ BSP(H)CL or its subsidiaries companies as on the date of Tender. Also, Declaration on Notarized Affidavit by the Bidder that the firm is not debarred by BSP(H)CL or its subsidiaries companies as on date of Bid opening.
- n. **Form N:** Integrity Pact on Notarized Affidavit as a part of Proposal to be signed post award of contract if applicable
- o. Power of Attorney of the signatory of the Bidder in original or duly attested by a Notary Public on a non-judicial stamp paper of appropriate value not less than Rs. 100/-. Bidders to note that no prescribed Proforma has been enclosed for Power of Attorney (PoA) and they may use their own Proforma for furnishing the required information with the Bid.

- p. The Bid document issued by NBPDCCL, amendments / corrigendum / interpretations/ addendum/clarifications etc. for the work, if any, duly signed by the Bidder as a token of unconditional acceptance.
- q. Audited Profit and Loss Account and Balance sheet along with CA certificate (Turnover and net worth) for the last three financial years are to be enclosed.
- r. Copy of Certificate of Incorporation.
- s. Copy of the GST number of the firm.
- t. Copy of Permanent Account Number (PAN) issued by IT department.
- u. Information regarding ex-employees of BSPHCL or its subsidiary companies working in the bidder organization if any. The bidder can use its own format regarding the same.
- v. Memorandum and Article of Association
- w. Any other information, the Bidder desires to furnish in connection with this Bid.
- x. Performance Certificate of Satisfactory work from any Central/ State govt. departments/ PSUs or any govt. recognized institute from Power Sector.
- y. Acceptance of all Terms & Conditions in this Bid.
- z. Variation & Deviations from the requirements of the conditions of Contract/ RFP.

Until a formal / legally binding Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notifications of Award shall constitute a Bid Contract between us for all legal purpose.

We understand that you are not bound to accept the lowest or any bid that you may receive or might have received.

We, hereby, declare that the persons or firms interested in this proposal are named herein and that no person or firm other than mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us. This proposal is made without any connection with any other person, firm or party likewise submitting a proposal of their own, and without any collusion or fraud.

Thanking You.

Regards,

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

## II. Form B: About the bidder organization, profile & its expertise

1. Brief about Bidder Organization (2-3 Pages max.)
2. Organization Chart & Key Personnel's (1-2 Pages max.)
3. Areas of Expertise of the Bidder (3-4 Pages max.)
4. Key Information of the Bidder as per below format

Key Information			
1	Name & Legal Status of the Bidder		
2	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)		Date of Incorporation/ Registration:
3	GST Number:		PAN Number:
4	Registered/ Corporate office Address of Bidder		
	Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders		
	Regional Office Address of the Bidder if any & Contact Details:		
	Names and Designations of the persons authorized for single point interaction with NBPDCCL		
	Mobile Number of the Contact person:		E-mail of the Contact persons:

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

### **III. Form C: Proof of payment for cost of payment of the tender document.**

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

**IV. Form D: Earnest Money Deposit to be submitted as DD or BG from any nationalized or scheduled bank in the specified format**

**1. BG Format for Earnest money Deposit**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT, THE NON-JUDICIAL STAMP PAPER SHOULD BE IN THE NAME OF THE ISSUING BANK)

Bank Guarantee No.: .....

Date: .....

To:

Sr. Manager (Finance)

North Bihar Power Distribution Company Limited (NBPDC),

Ground Floor, Vidyut Bhawan I, Bailey Road, Patna – 800 021.

(insert Name and Address of Employer)

WHEREAS M/s. .... (insert name of Bidder) ..... having its Registered/Head Office at .... (insert address of the Bidder) ..... (hereinafter called "the Bidder") has submitted its Bid for the performance of the Contract for..... (insert name of the Package).....under.....(insert Specification No)..... (hereinafter called "the Bid" KNOW ALL PERSONS by these present that WE ..... (insert name & address of the issuing bank) ..... having its Registered/Head Office at .....(insert address of registered office of the bank)..... (hereinafter called "the Bank"), are bound unto ..... (insert name of Employer)..... (hereinafter called "the Employer") in the sum of .....(insert amount of Bid Security in figures & words) ..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of ..... 20.... THE CONDITIONS of this obligation are:

- a. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- b. If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion:  
or
- c. in the case of a successful Bidder, if the Bidder fails within the specified time limit



- to sign the Contract Agreement,
  - to furnish the required performance security,
  - In any other case specifically provided for in RFP.
- d. We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, on the same working day, without referring the matter back to the Bidder for what so reason it may be provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.
- e. This guarantee will remain in full force up to and including ..... (insert date, which shall be the date 30 days after the period of bid validity)....., and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signature of the authorized signatory(ies)

Name:

Designation:

POA Number:

Contact Number(s):

Tel. Mobile:

Fax Number:

Email:

Common Seal of the Bank:

Witness:

Signature:

Name:

Address:

Contact Number(s):

Tel. Mobile:

Email:

#### **Note:**

The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority (ies) of the Bank Guarantee]:

#### **Quote**

*“Notwithstanding anything contained herein:*

*Our liability under this Bank Guarantee shall not exceed (value in figures) (value in words).*

*This Bank Guarantee shall be valid up to (validity date).*

*We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before (validity date).”*

**Unquote**

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

## V. Form E: Bidder documentary evidence in support of the Pre-Bid Eligibility Criteria

Sr. No.	Particulars	Details Furnished by the Bidder	Documentary Evidence Provided (Y/N)
1	<b>Registration:</b> The Bidder should be registered (as LLP, Pvt. Ltd., Limited) with the Registrar of Companies or Registrar of Firms or societies for the year ending March 31, 2025.		
2	<b>Turnover &amp; Net Worth</b> <b>a.</b> The Bidder should have a minimum average annual turnover of at least Rs. 400 Crores (Rs Four Hundred Crores) per annum from its Indian Operations during the last three Financial Years ending on 31 <sup>st</sup> March 2025, to show it has adequate financial capabilities to carry out the task as per the scope of work.  <b>b.</b> The Bidder should have a positive Net worth for the all the last three Financial Years ending on 31 <sup>st</sup> March 2025.		
3	<b>Documentary evidence for :</b> <b>(i) No Blacklisting</b> -The Bidder shall not have been blacklisted from business by any Central or State Ministries / PSUs / State/Central Govt. Department as on date of Tender. -No blacklisting by BSP(H)CL or its subsidiaries companies as on date of Tender. <b>(ii) No debarment</b> -The Bidder should not be debarred by BSP(H)CL or its subsidiaries companies as on date of Bid opening.		
4	<b>Self-declaration</b> that the information provided by the Bidder is true to the best of its knowledge, specifically pertaining to the experience furnished & conflict issues		
5	The Bidder must be well acquainted with the working of DISCOMSs and Electricity Regulatory Commissions, present regulatory framework of power sector and Experience in executing at least four (4) jobs of preparation of true-up petition / Performance Review / ARR / Multi-Year Petition and Tariff proposal for Distribution Companies / State Electricity Boards / Electricity departments for the Power Distribution business, in India Or At least two (2) job of preparation of true-up petition / Performance Review / ARR / Multi-Year Tariff Petition and Tariff proposal for Distribution Companies / State Electricity Boards / Electricity departments for the Power Distribution business, in India and at least two (2) jobs from the State Electricity Regulatory Commission's side for preparation of order of true-up/Performance Review of ARR/ Tariff order for Distribution Companies / State Electricity Boards / Electricity departments for the Power Distribution business in India. <i>Note: Different work such as True Up, Performance Review, Tariff Preparation under one LoA shall be considered as one job / experience.</i>		
6	Experience of successfully completing at least one (01) job on Regulatory retainership basis with Power Distribution Utilities / State Electricity Boards / SERC/ Electricity Department in the Power Distribution business, in India <i>Note: Regulatory Retainer experience means the contract or work order issued by utility/ department on Retainership basis for electricity</i>		

Sr. No.	Particulars	Details Furnished by the Bidder	Documentary Evidence Provided (Y/N)
	<i>regulatory matters and has pre-defined contract period on continuous basis. The works which are purely milestone/ deliverable based such as ARR, Reforms, restructuring etc. will not qualify under Retainership).</i>		
7	Valid PAN plus GST Certificate		

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

## VI. Form F: Bidder documentary evidence in support of the Evaluation Criteria:

Sr. No.	Particulars	Name of the Assignment	Client Name	Project Duration	Key Features of the Project	Details and Documentary Evidence Provided by the Bidder	Marks/ Remarks to be filled in by the Evaluation Committee
A	Firm Experience						
1	<p><b>Consultant’s Indian experience for the assignment in Regulatory Retainership assignments</b></p> <p>Engagement related to Regulatory Retainership with Distribution companies/ Electricity Departments / State Electricity Boards / State Electricity Regulatory Commissions</p> <p><i>Note: Retainership experience means the contract or work order issued on Retainership basis for Regulatory matters and has pre-defined contract period on continuous basis, for a minimum period of 12 months. Extension of any engagement shall not be considered as separate engagement.</i></p> <p><b>Maximum 6 Assignments: 3 Marks Each</b></p> <p><i>Work Order/Letter of Award/ Letter of Intent / Contract Agreement and Satisfactory work completion certificate(or self certifications) .</i></p>						
2	<p><b>Consultant’s Indian experience for the assignment in regulatory and tariff related matters</b></p> <p>Filing of tariff</p>						

Sr. No.	Particulars	Name of the Assignment	Client Name	Project Duration	Key Features of the Project	Details and Documentary Evidence Provided by the Bidder	Marks/ Remarks to be filled in by the Evaluation Committee
	<p>petitions and ARRs for Power Distribution business with Distribution companies / Electricity Departments / State Electricity Boards or from the State Electricity Regulatory Commission's side for preparation of order of true-up/Review of ARR/ tariff order for Distribution business</p> <p><b>Maximum 5 Assignments: 3 Marks Each</b></p> <p><i>Work Orders/ Letter of Award/ Contract Agreement and Satisfactory Work Completion Certificate (or self certifications for the work completion).</i></p>						
3	<p><b>Consultant's experience in working with the Bihar Utilities / Bihar Electricity Regulatory Commission</b></p> <p>Engagement in supporting Bihar's utilities</p> <p><b>Maximum 6 Assignments: 1 Marks Each</b></p> <p><i>Work Order/Letter of Award/ Letter of Intent / Contract Agreement and completion certificate.</i></p>						
4	<p><b>Consultant's experience with FOR or CERC or</b></p>						

Sr. No.	Particulars	Name of the Assignment	Client Name	Project Duration	Key Features of the Project	Details and Documentary Evidence Provided by the Bidder	Marks/ Remarks to be filled in by the Evaluation Committee
	<b>MoP</b> <b>Maximum 6 Assignments: 1 Marks Each</b> <i>Work Order/Letter of Award/ Letter of Intent / Contract Agreement and completion certificate (or self certifications for the work completion).</i>						
<b>B</b>	<b>Team Experience</b>						
<b>1</b>	<b>Qualification, competence and Indian experience in the relevant field of the Project Director proposed for the assignment</b> <b>a. Relevant experience with DISCOMs:</b> <i>Half (0.5) mark each for every filing of tariff petition for DISCOMSs, subject to maximum four (4) marks.</i> <b>b. Relevant experience with SERCS:</b> <i>Half (0.5) mark each for every experience with SERC for finalization of tariff orders of DISCOMSs, subject to a maximum of three (3) marks</i> <b>c. Power Sector and Regulatory Experience:</b> <i>More than or equal to 20 years = 4 marks  less than 20 years = 2 marks</i>						

Sr. No.	Particulars	Name of the Assignment	Client Name	Project Duration	Key Features of the Project	Details and Documentary Evidence Provided by the Bidder	Marks/ Remarks to be filled in by the Evaluation Committee
2	<p><b>Professional qualification of Full Time Residential Team Member 1</b></p> <p><b>Professional qualification of Full Time Residential Team Member for first Member</b></p> <p>a)Relevant Experience:</p> <p>Experience on retainer ship basis in assisting DISCOMs on commercial matters such as Power purchase cost optimization measures, regulatory compliances, preparation of FPPCA petitions ,filing of tariff petition etc. each such assignment shall carry 2 mark for each assignment subject to maximum 8 marks</p> <p>b) Power Sector and Regulatory Experience:</p> <p>More than or equal to 8 years = 5 Marks</p> <p>Less than 8 years = 2 Marks</p>						
3	<p><b>Professional qualification of Full Time Residential Team Member 2</b></p> <p><b>Professional qualification of Full Time Residential Team Member for Second Member</b></p> <p>a)Relevant Experience:</p> <p>Experience on</p>						



Sr. No.	Particulars	Name of the Assignment	Client Name	Project Duration	Key Features of the Project	Details and Documentary Evidence Provided by the Bidder	Marks/ Remarks to be filled in by the Evaluation Committee
	<p><i>retainer ship basis in assisting DISCOMs on commercial matters such as Power purchase cost optimization measures, regulatory compliances, preparation of FPPCA petitions ,filing of tariff petition etc. each such assignment shall carry 2 mark for each assignment subject to maximum 8 marks</i></p> <p><i>b) Power Sector and Regulatory Experience:</i></p> <p><i>More than or equal to 8 years = 5 Marks Less than 8 years = 2 Marks.</i></p>						
	<p><b>Professional qualification of Full Time Residential Team Member 3</b></p> <p><b>Professional qualification of Full Time Residential Team Member for Third Member</b></p> <p><i>a)Relevant Experience:</i></p> <p><i>Regulatory assignments including tariff filing or retainership assignments from Discom's side or SERC side (involving Discoms) = 2 mark for each assignment subject to maximum 8</i></p>						

Sr. No.	Particulars	Name of the Assignment	Client Name	Project Duration	Key Features of the Project	Details and Documentary Evidence Provided by the Bidder	Marks/ Remarks to be filled in by the Evaluation Committee
	marks b) Power Sector and Regulatory Experience: More than or equal to 5 years = 5 Marks. Less than 5 years = 2 Marks.						
C	Consultant's Approach & Methodology and Work Plan for execution of the project 5 Marks						
	<b>Total (A+B+C)</b>						

**Note:** The above shall be supported by the copies of the relevant certificates like Work Order/Letter of Award/ Letter of Intent / Contract Agreement, Project Description Sheet and Ongoing or completion certificates etc. from the clients for each work. NBPDCCL reserves the right to seek from the Bidder for submission of further Details/information as necessary during evaluation of Bids including TDS certificates in case of works certificates from private organizations.

**Project Description Sheet format** - using the format below, provide information on each assignment for which your firm for this assignment, was legally contracted either individually as a corporate entity, for carrying out consulting services similar to the ones requested under this assignment:

<b>Firm's Name:</b>	
<b>Assignment/Job Name:</b>	
<b>Location within country:</b>	<b>Country:</b>
<b>Name of the Employer:</b>	<b>Duration of the assignment (months):</b>
<b>Address:</b>	<b>No of Professional provided by the Firm:</b>
<b>Start Date:</b>	<b>Completion Date:</b>

<b>Approx. value of the contract (in INR, including GST and other charges):</b>
<b>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</b>
<b>Description of the Project:</b>

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal**

**VII. Form G: Composition of team personnel and the task which would be assigned to each team member for this project**

Sr. No.	Name of the Key Personnel (Core + Onsite Team)	Position	Qualification	Experience	Task assigned on this Project

Sr. No.	Name of the Key Personnel (Support Staff)	Position	Qualification	Experience	Task assigned on this Project

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

**VIII. Form H: Detailed CV of professionals proposed: *Team Experience***

Sr. No	Particulars	Details
1	Name of the Person	
2	Proposed Position	
3	Current Position held in organization	
4	Date of Birth	
5	Nationality	
6	Proficiency for English, Hindi and any other language (Excellent, Good, Average & Poor) under speaking, writing & reading	
7	Contact Details: (Email and Mobile No)	
8	Education Details	
9	Number of years of experience in power distribution especially in Regulatory & Policy	
10	Employability Details (Current to last)	
11	Relevant Experience: (Project Wise)	

**Certification:** I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Signature of the Proposed Team Member:**

**Full Name of the Proposed Team Member**

**Date:**

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

**Note:** It is to be noted that in case any CV is submitted without the self-declaration signature of the authorized signatory or the respective individual, that CV would be disqualified and not considered for evaluation purposes.

**IX. Form I: Description of the Approach & Methodology and Work plan including time schedule for performing the assignment.**

- 1. Understanding the Context & Requirement**
- 2. Approach & Methodology**
- 3. Work Plan & Planning for Deliverables** *(Work Plan should be in Weekly Bar Chart for the entire duration of the assignments duly mapped with key tentative deliverables)*

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

**X. Form J: Comments and suggestions including deviations of the bidder on the terms of reference data, services and facilities to be provided by the client**

- 1. Comments & Suggestions on Terms of Reference (ToR)**
- 2. Comments on the data, services and facilities to be provided by the client**

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

**XI. Form K: Undertaking on Notarized Affidavit that the information provided by the Bidder is true to the best of its knowledge, specifically pertaining to the experience furnished & conflict check**

(To be submitted by the Bidder along with the Bid)  
(To be executed on non-judicial stamp paper of suitable value)

**Ref:**

**Dated:**

To,

**The Chief Engineer (Commercial)  
North Bihar Power Distribution Company Limited,  
4<sup>th</sup> Floor, Vidyut Bhawan –III, Patna 800 021, Bihar**

Dear Sir,

1. I/We have read and examined the following Bid documents relating to the full scope of work mentioned under the bid.
2. The notice inviting tender for pre-qualifying Conditions of Contract Containing Instructions to Bidder, scope of works, payment terms, and manner of submission of Bid document.
3. We confirm that the project references and firm experience submitted as part of this NIT/RFP accurately reflect the experience of the specified firm/, that these engagements have been completed.
4. The information provided for all team members and experts proposed for this bid process in their respective CVs, is true and correct.
5. We understand that any misrepresentations that knowingly or recklessly mislead or attempt to mislead may lead to the automatic rejection of the proposal or cancellation of the contract, if awarded, and may result in further remedial action.
6. I/We here by submit our Bid in terms of NIT and other documents.
7. I/We undertake to keep our Bid valid initially for a period of 6 (six) calendar months from the Date of Bid Opening. I/We hereby further undertake that I/We shall not vary/alter or revoke my/our Bid during the said period or extended period if any.
8. Should this Bid be accepted, I/We also agree to abide by and fulfill all the terms, conditions and provisions of the above-mentioned Bid documents.
9. I/We have purchased the Bid document from SBPDCL
10. I / we have visited the site and we are fully acquainted with the local conditions. Our Bid has taken into account the local conditions.

OR

- I / we have not visited the site. However, we un-equivocally confirm that we will not make any claim on the grounds of non-acquaintance with local conditions and factors for execution of the works covered under that Bid documents and technical specifications.
11. I / we hereby declare that no SBPDCL employ or his/her relative is/are Partners/Directors with me/us.



**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

**Witness Signature-----**

**Name & Address of the witness-----**

## **XII. Form L: Format of Contract Performance Bank Guarantee (CPBG)**

(on non – judicial stamp paper of appropriate value)  
The non-judicial stamp paper should be in the name of issuing bank

### **Contract Performance Guarantee**

**Bank Guarantee No:** \_\_\_\_\_

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

**NIT No:** \_\_\_\_\_

**P.O No:** \_\_\_\_\_

**Name of contract-** "-----  
-----  
-----  
-----"

To,

**Senior Manager (Finance)**

**North Bihar Power Distribution Co. Ltd., (NBPDCCL)**

Vidyut Bhawan - I, Bailey Road,

Patna-800021 (Bihar)

Dear Ladies and/or Gentleman,

Amount of Guarantee: Rs \_\_\_\_\_/-

Guarantee cover from: \_\_\_\_\_/-

Last date of Lodge of Claim: \_\_\_\_\_

We refer to the **P.O No.** \_\_\_\_\_ dated  
\_\_\_\_\_ by **North Bihar Power Distribution Co. Ltd. (NBPDCCL)**,  
having its Registered Office at Vidyut Bhawan, Bailey Road, Patna-800021  
(Bihar) ("the **Employer**"/"**NBPDCCL**"/"**Owner**"), (which expression shall  
unless repugnant to the subject or context include his successors and  
assigns) and to \_\_\_\_\_ having its principal  
place of business at \_\_\_\_\_ and  
\_\_\_\_\_ ("the Tariff & Regulatory  
Consultant") concerning \_\_\_\_\_ (Name of work)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ against NIT No: **35/PR/NBPDCCL/2026**,

By this letter we, \_\_\_\_\_ (insert name & address of the issuing bank) \_\_\_\_\_ having its Registered/Head Office at -----(insert address of registered office of the bank) (which expression shall unless repugnant to the subject or context include his successors and assigns) organized under the laws of India do hereby irrevocably guarantee payment to the "SBPDCL/Owner" up to **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** i.e., Ten percent (10%) of the contract value until 90 days beyond the expected date of completion of work i.e., up to and inclusive of \_\_\_\_\_ **(Date)**.

Our liability under the guarantee shall be valid till \_\_\_\_\_.  
**(up to claim period)**

We undertake to make payment under this letter of Guarantee upon receipt by us of your first written demand signed by the Employer duly authorized officer or the authorized officer of **NBPDCL**, Owner declaring the firm to be in default under the contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand. Such payment shall be made by us on the same banking day as request without demur and delay and without referring the matter back to the Contractor for what so reason it may be

Our liability under this letter of Guarantee shall be to pay to the **NBPDCL Owner** whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded. However, Our liability under this guarantee shall be up to Rs. \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_ only)

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 90 days beyond the schedule expiry period of the tenure of Tariff & Regulatory Consultant (as per LOA) i.e. up to and inclusive of \_\_\_\_\_ and shall be extended from time to time for such period (not) exceeding one year), as may be desired by M/s \_\_\_\_\_ on whose behalf this letter of Guarantee has been given .

Except for the documents herein specified, no other documents or other action shall be required. Notwithstanding any law or regulation.

Our liability under this letter of Guarantee shall become null and void immediately after claim period, whether it is returned or not, and no claim may be made hereunder after such claim period or after the aggregate of the sums

paid by us to the Employer shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto i.e. between bank and NBPDCCL Owner.

We hereby agree that any part of the contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

- a. Our Liability under this Bank Guarantee shall not exceed **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**).
- b. The Bank Guarantee shall be valid up to \_\_\_\_\_, and the claim period shall be up to **One year after validity period**.
- c. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if a claim / demand is served upon us on or before \_\_\_\_\_. (**up to claim period**)
- d. We hereby unconditionally agree that the NBPDCCL shall have power to invoke or encash this letter of Guarantee any time during its validity period.

For and on behalf of the Bank

[Signature of the authorized signatory(ies)]

Signature-----

Name -----

Designation -----

PO Number -----

Contract Number (s): Tel ----- Mobile -----

Fax Number -----

email -----

Common Seal of the Bank -----

Witness:

Signature -----

Name -----

Address -----

Contract Number (s): Tel. ----- Mobile -----

email -----

**Note:**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their PO nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the Performa as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the Performa of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority (ies) of the Bank Guarantee.

**XIII. Form M: Declaration on Notarized Affidavit by the Bidder that the firm is not blacklisted by any Central or State Ministries / PSUs / State/Central Govt. Department/ BSP(H)CL or its subsidiaries companies as on date of bid opening.**

**AND**

**Notarized Affidavit from Bidder as per Form M: Declaration on Notarized Affidavit by the Bidder that the firm is not debarred by BSP(H)CL or its subsidiaries companies as on date of Bid opening.**

(on non – judicial stamp paper of appropriate value)

**Declaration towards No-Blacklisting**

The bidding entity of this engagement is \_\_\_\_\_, is a \_\_\_\_\_ registered under the \_\_\_\_\_ and we are engaged in providing the professional services in the areas of \_\_\_\_\_.

I, \_\_\_\_\_ with designation of \_\_\_\_\_ of \_\_\_\_\_, do hereby declare that to the best of our knowledge & information available with us on date of bid submission that we have not come across any written directives of any Central or State Ministries / PSUs / State/Central Govt. Department/ BSP(H)CL or its subsidiaries companies, barring or blacklisting \_\_\_\_\_ from participating in any project as on date of Tender. Also, we have not been debarred by BSP(H)CL or its subsidiaries companies as on date of Bid opening.

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

**XIV. Form N: Integrity Pact on Notarized Affidavit as a part of Proposal to be signed post award of contract if applicable**

**GENERAL**

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2022, between, on one hand, the North Bihar Power Distribution Company Limited. Acting through Mr....., Designation of the officer, (hereinafter called the "NBPDC", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Mr. \_\_\_\_\_ (hereinafter called the "BIDDER/SELLER/CONSULTANT", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the NBPDC propose to procure (Items and Services as per the Scope of Work Mentioned in The Tender Document (hereinafter called the "Items and Services", which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Items and Services") and the BIDDER/ Seller/ Consultant is willing to offer/has offered the said "Items and Services".

WHEREAS the BIDDER/ Consultant is a Private Company/Public Company/Government Undertaking/ Partnership/registered export agency, constituted in accordance with the relevant law in the matter and the NBPDC is an organization under the Government of Bihar.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to during and subsequent to the currency of the Contract to be entered into with a view to:-

Enabling the NBPDC to obtain the desired "Items and Services" at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDER/ CONSULTANT to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other practices and the NBPDC will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the NBPDC**

- The NBPDC undertakes that no official of the NBPDC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER/CONSULTANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding

process, bid evaluation, contracting or implementation process related to the contract.

- NBPDCCL will, during the pre-contract stage, treat all BIDDER/CONSULTANT alike, and will provide to all BIDDER/CONSULTANT the same information and will not provide any such information to any particular BIDDER/CONSULTANT which could afford an advantage to that particular BIDDER/CONSULTANT in comparison to the other BIDDER(S)/CONSULTANT(S).
- All the officials of the NBPDCCL will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/CONSULTANT to the NBPDCCL with the full and verifiable facts and the same is prima facie found to be correct by the NBPDCCL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NBPDCCL and such a person shall Be debarred from further dealings related to the contract process.
- In such a case, while an enquiry is being conducted by the NBPDCCL, the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS/CONSULTANTS**

The BIDDER/CONSULTANT commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- The BIDDER/CONSULTANT will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NBPDCCL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- The BIDDER/CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the NBPDCCL or otherwise in procuring the Contract off or bearing to do or having done any act in relation to the obtaining or execution of the favor or disfavor to any person in relation to the contract or any other contract with the Government.
- The BIDDER/CONSULTANT shall disclose the name and address of agents and representatives and Indian BIDDERSs shall disclose their foreign principals or associates.
- The BIDDER/CONSULTANT shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- The BIDDER/CONSULTANT further confirms and declares to the NBPDCCL that he BIDDER/CONSULTANT is the original manufacture/Integrator/authorized



government sponsored export entity of the defense stores and has not engage any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the NBPDCCL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/CONSULTANT, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- The BIDDER/CONSULTANT, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the NBPDCCL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- The BIDDER/CONSULTANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The BIDDER/CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER/CONSULTANT shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the NBPDCCL as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.
- The BIDDER/CONSULTANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- The BIDDER/CONSULTANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- If the BIDDER/CONSULTANT or any employee of the BIDDER/CONSULTANT or any person acting on behalf of the BIDDER/CONSULTANT, either directly or indirectly, is a relative of any of the officers of the NBPDCCL, or alternatively, if any relatives of an officer of the NBPDCCL had financial interest/stake in the BIDDER's/CONSULTANT's firm, the same shall be disclosed by the BIDDER/CONSULTANT at the time of filling of tender.
- The BIDDER/CONSULTANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the NBPDCCL.

### **Previous Transgression**

- The BIDDER/CONSULTANT declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Government Department in Bihar that could justify BIDDER's/CONSULTANT's exclusion from the tender process.

- The BIDDER/CONSULTANT agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Sanctions for Violations**

- Any breach of the aforesaid provisions by the BIDDER/CONSULTANT or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONSULTANT) shall entitle the NBPDCCL to take all or any one of the following actions, wherever required:
  - To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/CONSULTANT. However, the proceedings with the other BIDDER(s) would continue.
  - The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the NBPDCCL and the NBPDCCL shall not be required to assign any reason therefore.
  - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - To recover all sums already paid by the NBPDCCL, and in case of the Indian BIDDER/CONSULTANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in case of a BIDDER/CONSULTANT from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the NBPDCCL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest
  - To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/CONSULTANT, in order to recover the payments, already made by the NBPDCCL, along with interest.
  - To cancel all or any other contracts with the BIDDER/CONSULTANT. The BIDDER shall be liable to pay compensation for any loss or damage to the NBPDCCL resulting from such cancellation/rescission and the NBPDCCL/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/CONSULTANT.
  - To debar the BIDDER/CONSULTANT from participating in future bidding processes of the NBPDCCL/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the NBPDCCL.
  - To recover all sums paid in violation of this Pact by BIDDER/CONSULTANT(s) to any middlemen or agent or broken with a view to securing the contract.
  - In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the NBPDCCL with the BIDDER/CONSULTANT, the same shall not be opened.

- Forfeiture of performance Bond in case of a decision by the NBPDCCL to forfeit the same without assigning any reason for imposing for sanction for violation of this pact.
- The NBPDCCL will be entitled to take all or any of the actions mentioned of this Pact also on the Commission by the BIDDER/CONSULTANT or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONSULTANT), of an offence as defined in Chapter XII of the Bhartiya Nyay Sahita (BNS), 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- The decision of the NBPDCCL to the effect that a breach of the provisions of this pact has been committed by the BIDDER/CONSULTANT shall be final and conclusive on the BIDDER/CONSULTANT. However, the BIDDER/CONSULTANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

### **Fall Clause**

- The BIDDER/CONSULTANT undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER/CONSULTANT to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/CONSULTANT to the NBPDCCL, if the contract has already been concluded.

### **Facilitation of Investigation**

- In case of any allegation of violation of any provisions of this Pact, the NBPDCCL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/CONSULTANT and the BIDDER/CONSULTANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **Law and Place of Jurisdiction**

- The Courts of Patna shall alone have an exclusive jurisdiction to decide any differences/dispute/claim for and against NBPDCCL and the Consultant and the bidders arising out in respect of this NIT, Letter of Intent, Work Order, contract agreement etc.

### **Other Legal Actions**

- The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

### **Validity**

- The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the NBPDC, SBPD and the BIDDER/SELLER/CONSULTANT, including warranty period, whichever is later. In case BIDDER/SELLER/CONSULTANT is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_**

NBPDC

BIDDER/CONSULTANT

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation & Dept.

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

## **N. Part II: Price Bid (Online Mode Submission only)**

No.

Date:

To,

The Chief Engineer (Commercial),  
North Bihar Power Distribution Company Limited,  
4th Floor, Vidyut Bhawan-III, Bailey Road, Patna-800021.

Sir,

We, the undersigned, offer to provide the consulting service for the above in accordance with your Request for Proposal dated \_\_\_\_\_ and our Proposal (technical and Financial Proposals). Our attached financial proposal for entire Part I & Part II of the Scope of work is for the sum of Rs \_\_\_\_\_ (In Figures & Words) for the duration of the initial contract of three years. This includes our consultancy fees as well as other expenses and overheads for the assignment and taxes as applicable including GST;

Sr No.	Description of Scope or Work	Quoted Amount in Rs. (Including tours & travels, accommodation, incidental expenses and other taxes & duties etc.	
		Rs. In Figure	Rs. In words
1	Fixed lump-sum fee for contract period for Part I & II of the Scope of Work for initial three years. (Excluding GST)		
2	GST (18%)		
3	<b>Total (1+2) Incl. GST</b>		

### **Note:**

1. Rates shall be indicated in figures as well as in words. In case of any discrepancy/ ambiguity, the Rates quoted in words shall be considered as correct.
2. GST will be paid as applicable on the date of invoicing and as per actual.
3. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the proposal. No commissions or gratuities have been paid or are to be paid by us to agents relating to this proposal and contract execution. We understand you are not bound to accept any Proposal you receive. We remain.

**Signature of the Authorized Representative:**

**Full Name of the Authorized Representative & Address of the Firm**

**Date with Seal:**

## **O. Bid: Terms & Conditions**

### **I. General**

1. NBPDCCL reserves its right to issue addendum / Corrigendum to the Bid document prior to opening of Bids. Each Bidder shall acknowledge receipt of the same and attach a copy of addendum / corrigendum along with the Bid after signing and stamping on each page. All addendum /corrigendum shall form part of the Bid document.
2. Only authorized representative of the Bidders shall be allowed to attend the Bid opening.
3. NBPDCCL reserves the right to accept or reject any or all the Bids in whole or part, or to reject the Bid with or without assigning any reasons. Such decisions taken by NBPDCCL shall bear no liability whatsoever consequent upon such decisions.
4. Rates shall be indicated in figures as well as in words. In case of any discrepancy between the rates in figures and words, the rates in words will prevail.
5. The Bidders must sign all pages of the Bid document as per guidelines of Bihar e-procurement portal <https://eproc2.bihar.gov.in> and should also initial all corrections, if any. Non-compliance shall result in liability for rejection of the Bid.
6. The performance of the selected bidder will be reviewed by the authorities of NBPDCCL from time to time and if found unsatisfactory, the contract shall be terminated at any time and CONTRACT PERFORMANCE GUARANTEE shall be liable to be forfeited.
7. The bidders should have clean and highest standards of professional integrity and ethics and such bidder found under scanner for any misdeeds or under any investigation for misdeeds will be summarily disqualified.

### **II. Settlement of Disputes and Provision of Arbitration**

1. In the event of any dispute such matter or matters giving rise to dispute shall be resolved as outlined in para's below.
2. In the event of any dispute, controversy of claim between the parties arising out of the breach, termination or invalidity thereof, the parties shall use their best endeavors to resolve the matter amicably. If the parties are unable to resolve the dispute amicably within thirty (30) days of one party notifying in writing of the existence of the dispute, controversy or claim, either party may serve formal written notice on the other that a material dispute has arisen. If the parties are unable to resolve the dispute within seven (7) days of receipt of such notice, the dispute shall be referred to the Managing Director of NBPDCCL for discussion and solution.
3. If the aforesaid officials fail to produce a solution within thirty (30) days of reference to them, matter shall be referred to the arbitration for settlement

under Arbitration and Conciliation Act 1966 and its amendment from time to time. Arbitrator shall be nominated by the Managing Director of the NBPDCCL whose decision shall be final and binding on both the parties. Venue of Arbitrator will be at Patna. The cost of Arbitration shall be shared by both the parties equally.

4. If the aforesaid officials fail to produce a solution within thirty (30) days of reference to them, matter shall be referred to the arbitration for settlement under Arbitration and Conciliation Act 1966 and its amendment from time to time. Venue of Arbitrator will be at Patna. The cost of Arbitration shall be shared by both the parties equally.
5. During the pendency of arbitration, no party shall go to the court.
6. The jurisdiction of court shall be as per clause K (IV)-Termination of contract (5).

### **III. Force Majeure**

1. If, at any time, during the pendency of the contract, the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime or due to any act of God such as hurricane, flooding, earthquake, volcanic eruption, pandemic such as COVID insurrection, storm, fire which are beyond the control of either party (hereinafter referred to as 'eventualities') then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the NBPDCCL as to when the work has to be resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. In case of persisting delay of more than three months both the parties may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the contract.

### **IV. Confidentiality**

1. The successful Bidder shall maintain strict confidentiality of all documents, record notes of discussion, drawings, designs and other technical information supplied to them by NBPDCCL or prepared by them in respect of the works under this contract and shall not pass on any information to any other agencies/organizations without the written permission of the NBPDCCL.
2. After completion of works, the successful Bidder should return all relevant documents to NBPDCCL.

## **V. Subletting or Transfer of Contract**

The successful bidder shall not sublet, assign or otherwise transfer its rights or obligations under contract or any part of the same to any party without the previous written consent of the other party.

## **VI. Purchase/Downloading of Bid Documents**

1. The tender/bid documents will be available at <https://eproc2.bihar.gov.in> . The Proposal submitted without the cost of tender document and Bid Security Declaration will be rejected outright.
2. North Bihar Power Distribution Company Limited reserves right to accept or reject any tender or part and/or accept other than the lowest quotation without assigning any reason at any stage in the paramount interest of the Company. The Bidder shall have no claim in this regard whatsoever.
3. The cost of Bid document as specified above has to be submitted online through the web-portal <https://eproc2.bihar.gov.in>. Bids shall be summarily rejected if the stipulated cost of Bid document is not paid as specified above.
4. The bidders are required to quote the rate strictly as per the terms & conditions mentioned in the Bid/Tender documents. The conditional Bid/Tender will not be entertained and shall be liable for outright rejection.

## **VII. Language of the Bid**

All information in the Bid shall be in English. Information in any other language shall be accompanied by its translation in English language. Copy of all documents in English language shall govern.

## **VIII. PRE-BID Discussion:**

Pre-Bid conference will be held on scheduled date. The Bidder may attend the same for discussions/clarifications at their own cost.

## **IX. Fees and Charges:**

1. The Bidder shall quote separate lump sum fees for the scope of work defined in this Bid document for the work including tours, travels and accommodation charges, and all taxes & duties as per Price Schedule Format (Part-II of Bid document)
2. The fee quoted by the Bidder shall be inclusive of all materials, tools, cost towards net connectivity and laptop, duties, levies, taxes including GST, travelling and incidental expenses and all other costs that the consultant may have to incur in connection with his undertaking and executing the work. No extra charges consequent upon any misunderstanding or otherwise shall be paid by NBPDC.



#### **X. Taxes and Duties:**

1. Goods & Service Tax as applicable will be quoted as per price format. (Bidder shall indicate the amount and % rate as considered in the quoted price as per the format of Price Schedule in their Price-Bid)
2. All other taxes and duties if any are to be included in the quoted lump sum fee.
3. Any new taxes levied by the Government and statutory increase on the GST during the tenure of the contract will be reimbursed by the NBPDCCL on submission of relevant documentary evidence. However, any reduction in GST, the benefit shall be passed on to NBPDCCL.
4. Applicable taxes will be deducted at sources as per statutory requirements. A certificate of TDS will be provided to the successful bidder for the deducted amount.

#### **XI. Validity of Bids**

1. The submission of any Bid in accordance with the Bid document and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against NBPDCCL for rejection of their Bid. NBPDCCL shall always be at liberty to reject or accept any Bid at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against NBPDCCL.
2. The Bid shall be kept valid initially for a period of six (6) calendar months from the scheduled date of opening of Techno-Commercial Bids.
3. In exceptional circumstances, prior to expiry of the original time limit, NBPDCCL may extend the period of validity for a specified additional period. The request will be made in writing to the Bidder.

#### **XII. Brief description of the Selection Process:**

1. Two stages selection process will be adopted in evaluating the Proposals. In the first stage, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant shall be the successful bidder. Second ranked Applicant will be kept in reserve.
  - a. Part-I of Bids will be opened as per the details given in Tenders: On the due date and appointed time as specified in Tender Document, the NBPDCCL will open e-tenders through the web portal <https://eproc2.bihar.gov.in> . First, Part-I (Techno-Commercial Bids) of all Bids received will be opened in presence of the Bidders or their authorized representatives who choose to attend as per procedure indicated in Tender/Bid Document.
  - b. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. The minimum qualifying score for the technical bid shall be 70. After the technical evaluation, NBPDCCL would prepare a

list of pre-qualified Applicants and Firms securing a minimum of 70% marks shall be considered technically responsive. Such firms shall be declared eligible for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals.

- c. PART-II -PRICE BID OPENING: Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done through the web portal <https://eproc2.bihar.gov.in> in presence of respective representatives of Applicants who choose to be present. Bidder's name, Bid price, the total amount quoted by each Bidder would be announced by the NBPDCCL at the time of opening of Price Bid.
2. Price Bid evaluation shall be based on the evaluated lump-sum fee as per the Price Schedule subject to correction of errors as per Bid stipulations. In case of any statutory variation in the % rate of GST, from the prevailing rate of 18% (which is prevailing as of Sep' 2022), Base Date will be taken as the final due date of Bid submission and % rate of GST will be considered accordingly to arrive at the evaluated lump-sum price. All other stipulation in this regard shall be as per Bid document clause on discrepancies and adjustment of errors and other relevant clauses of Bid document.

### **XIII. Modification & Withdrawal:**

1. Bidder may modify or withdraw their Bids after submission in strict adherence to the guidelines of the web portal <https://eproc2.bihar.gov.in>
2. No Bid may be modified or withdrawn after deadline of submission of Bid.
3. Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity of NIT may result in forfeiture of the Bid EMD.
4. Bids together with any modification specified under the clause shall be considered as 'final' Bid at the time of Opening of Bid.

### **XIV. Acceptance of Bids:**

The successful Bidder shall be intimated about the acceptance of their Bid through email/Speed post/SMS.

### **XV. Agreement:**

1. Upon successful selection by the Nodal Agency (NBPDCCL), the final Contract Agreement and Non-Disclosure Agreement shall be executed by the successful bidder or his authorized representatives with NBPDCCL within three (3) week of award of contract and after submission of CPBG on the prescribed format on Non-Judicial Stamp Paper of the State of Bihar of the value of Rs. 1000/- (Rupees one thousand only) for each agreement.

2. The format of Contract Agreement is attached with RFP as **Form L: Format of Contract Performance** Bank Guarantee (CPBG).
3. The format of Contract Agreement is attached with RFP as **Form L: Format of Contract Performance** Bank Guarantee (CPBG)

**Form L: Format of Contract Performance** Bank Guarantee (CPBG).

*(To be executed on Non-Judicial Stamp Paper of appropriate value)*

(shall be executed by the successful bidder or his authorized representatives with NBPDCCL)

This contract made this \_\_\_\_ day of \_\_\_\_ of Two thousand Twenty-Six between the North Bihar Power Distribution Company Limited, Vidyut Bhawan, Bailey Road, Patna (herein after referred to as "The NBPDCCL") on the one part and M/s \_\_\_\_\_ (herein after referred to as "The Consultant") as [agency/ firm/ company/ LLPs/ State and Central Government Undertakings] duly registered under the Companies Act 1956 bearing Company registration No. \_\_\_\_\_ and Company identification Number \_\_\_\_\_ with the Registrar of Companies (RoC) at \_\_\_\_\_, in the state of \_\_\_\_\_ and having its HQ at \_\_\_\_\_, India acting through its \_\_\_\_\_ namely Mr./Mrs. \_\_\_\_\_ with registered office at \_\_\_\_\_ (herein after referred to as 'the Consultant', which expression, shall unless excluded by or repugnant to the context including his/heirs, legal representative, successors, executors, administrators and permitted assigns) on the other part.

Whereas the NBPDCCL agrees to award the complete work of "Appointment of Tariff & Regulatory Consultant for Three Years on Retainership basis for NBPDCCL and 'the Consultant' has agreed to execute the said work in accordance with North Bihar Power Distribution Company Limited's, Notice Inviting Tender No. \_\_\_\_\_, the consultant proposal and letter of Award issued vide Letter no. \_\_\_\_\_ dated \_\_\_\_\_ on the following term and conditions:

- i) The Consultant agrees to execute the above work and deliver the above said deliverables in conformity with the provisions of the Notice Inviting Tender No. \_\_\_\_\_, Letter of Award issued vide letter. No. \_\_\_\_\_ and other documents referred to above which forms part of this contract within the period specified in the bid document.

ii) The NBPDCCL hereby agrees to pay to the Consultant on due performance of the contract price of Rs. \_\_\_\_\_ which is inclusive of GST @ 18% in the manner and in accordance with the terms specified in the Notice Inviting Tender No. \_\_\_\_\_ as also in the Letter of Award vide letter. No. \_\_\_\_\_. However, GST will be paid on actual basis.

iii) All others terms & condition will be as per Notice Inviting Tender No. \_\_\_\_\_ and Letter of Award issued vide letter No. \_\_\_\_\_.

In witness whereof the said parties hereto have hereunto set and subscribed their respective hand and seals on the day and year first above written.

Signature on behalf of the NBPDCCL

Seal of NBPDCCL

Signature on behalf of the  
Consultant

Seal of the Consultant

1. Witness

2. Witness

1. Witness

2. Witness

**Form L: Format of Contract Performance Bank Guarantee (CPBG).**

*(To be executed on Non-Judicial Stamp Paper of appropriate value)*

(shall be executed by the successful bidder or his authorized representatives with NBPDCCL)

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and entered into on this [Insert Day] day of [Insert Month], 2026, at Patna.

**BY AND BETWEEN:**

**North Bihar Power Distribution Company Limited (NBPDCCL)**, a company incorporated under the Companies Act, 1956, having its registered office at Vidyut Bhawan, Bailey Road, Patna (hereinafter referred to as the "Disclosing Party" or "NBPDCCL", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

**AND**

**[Insert Name of the Consultant]**, a [agency/ firm/ company/ LLPs/ State and Central Government Undertakings] incorporated/registered under the [Insert Relevant Act], having its registered office at [Insert Address] (hereinafter referred to as the "Receiving Party" or "Consultant", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

*(NBPDCCL and the Consultant are hereinafter individually referred to as a "Party" and collectively as the "Parties".)*

**WHEREAS:** A. NBPDCCL (acting as the Nodal Agency for both NBPDCCL and SBPDCL) issued an RFP bearing NIT No. [Insert Final NIT Number] for the "Appointment of Tariff & Regulatory Consultant for three (03) years on Retainership Basis". B. The Consultant has been selected to execute the Scope of Work as defined in the RFP. C. During the course of the assignment, the Consultant will have access to sensitive financial, commercial, and technical information belonging to NBPDCCL and SBPDCL. The Parties wish to execute this Agreement to strictly protect the confidentiality of such information.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**1. Definition of Confidential Information** "Confidential Information" shall mean all non-public information, data, and materials disclosed by NBPDCCL or SBPDCL (or their representatives) to the Consultant, whether verbally, electronically, or in writing. This includes, but is not limited to: a) Financial data, Aggregate Revenue Requirements (ARR), True-Up calculations, and audit reports. b) Details of Power Purchase Agreements (PPAs), load forecasting, and power procurement strategies. c) Consumer data, billing system extracts, and revenue realization details. d) Internal memorandums, legal strategies regarding Bihar Electricity Regulatory Commission (BERC) petitions,

and unnotified draft regulations. e) Any other information marked as "Confidential" or which, by its nature, should reasonably be considered confidential.

**2. Obligations of the Receiving Party** The Consultant agrees and undertakes to: a) Hold all Confidential Information in strict confidence and protect it with at least the same degree of care as it uses for its own confidential information (but no less than a reasonable degree of care). b) Use the Confidential Information solely for the purpose of executing the Scope of Work defined under the RFP. c) Restrict the disclosure of Confidential Information strictly to those core team members, directors, and employees who have a "need to know" for the execution of the assignment and who are bound by similar confidentiality obligations. d) Not reproduce, copy, or share the Confidential Information with any third party, consortium partner, or media without the prior written consent of NBPDCCL.

**3. Exclusions from Confidentiality** The obligations of confidentiality shall not apply to information that: a) Is or becomes publicly available without breach of this Agreement by the Consultant. b) Was rightfully in the possession of the Consultant prior to its disclosure by NBPDCCL, without any obligation of confidentiality. c) Is independently developed by the Consultant without the use of or reference to the Disclosing Party's Confidential Information. d) Is required to be disclosed by law, court order, or statutory authority, provided that the Consultant gives NBPDCCL prompt written notice to allow NBPDCCL to seek a protective order.

**4. Return or Destruction of Materials** Upon the completion of the three-year retainership contract, or upon the termination of the assignment, or upon the written request of NBPDCCL, the Consultant shall promptly return or securely destroy all physical and electronic copies of the Confidential Information and provide a written certificate of such destruction.

**5. Term and Survival** The obligations outlined in this Agreement shall commence on the Effective Date and shall remain in full force and effect during the three-year term of the retainership. The confidentiality obligations shall survive the termination or expiration of the contract for a continuous period of **five (5) years**.

**6. Remedies for Breach** The Consultant acknowledges that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm and substantial financial loss to NBPDCCL and SBPDCL. In the event of a breach or threatened breach, NBPDCCL shall be entitled to seek immediate injunctive relief, in addition to terminating the contract, invoking the Contract Performance Guarantee (CPG), and seeking any other legal or equitable remedies for damages.

**7. Governing Law and Jurisdiction** This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of this

Agreement shall be subject to the exclusive jurisdiction of the competent courts in Patna, Bihar.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Non-Disclosure Agreement to be executed by their duly authorized representatives on the date and place first above written.

Signature on behalf of the NBPDC

Seal of NBPDC

Signature on behalf of the  
Consultant

Seal of the Consultant

1. Witness

2. Witness

1. Witness

2. Witness

#### **XVI. Others:**

1. Canvassing: Canvassing in connection with this Bid is strictly prohibited. Bid of the Bidder, who resorts to canvassing, shall be liable for rejection.
2. Lowest Bidder may not be accepted: NBPDCCL is not bound to accept the lowest or any Bidder or to assign any reason for such non-acceptance. NBPDCCL also reserves the right to accept the Bid either in whole or in part. NBPDCCL decision in this regard shall be binding to the Bidder.
3. Bid documents are not transferable: Bid documents are non-transferable and the documents sold by NBPDCCL to an intending Bidder shall be used only by that Bidder.
4. NBPDCCL reserves the right to accept or reject any or all Bids without assigning any reasons thereof. NBPDCCL also reserves the right to call for any other details and information from any of the Bidders.
5. The Bidder shall enclose a declaration along with the Bid if any of the NBPDCCL employees or his / her relatives, which term includes wife / husband, parents, grandparents, children, grand-children, brothers, uncles, aunts, cousins and their corresponding in-laws is/are partner(s) with them.
6. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, NBPDCCL shall reject a proposal without being liable in any manner whatsoever to the applicant, if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited practices**”) in the selection process. In such an event, the NBPDCCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the performance security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to NBPDCCL for, inter alia, time, cost and effort of NBPDCCL, in regard to the work, including consideration and evaluation of such applicant’s proposal.
7. Without prejudice to the rights of NBPDCCL under the rights and remedies which NBPDCCL may have under the LoA (Letter of Award) or the agreement, if an applicant or consultant, as the case may be, is found by NBPDCCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the agreement, such applicant or consultant shall not be eligible to participate in any Bid or TENDER issued by NBPDCCL during a period of 2 (two) years from the date of such finding for the applicant or consultant(as the case may be) has been engaged by NBPDCCL.
8. For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:
  - a. “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any



person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NBPDCCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NBPDCCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the NBPDCCL in relation to any matter concerning the Project;

- b. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
  - d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the NBPDCCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - e. "Restrictive practice" means forming a cartel or arriving at any understanding, or arrangement among applicants with the objective of restricting or manipulating full and fair competition in the Selection Process.
9. Conflict of Interest- An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
10. The Authority requires that the Consultant provides professional, objective, and impartial advice and always hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any

assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

11. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a. The Applicant, its Partners or Directors or Relatives or Associates or consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not applying cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - i. (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - ii. (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid-up equity shareholding of such intermediary; or
  - iii. a constituent of such Applicant is also a constituent of another Applicant; or
  - iv. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
  - v. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - vi. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Application of either or each of the other Applicant; or

- vii. There is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities Controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 10.4.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Sub-clause, indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above. For purposes of this TENDER DOCUMENT, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "**Associate**"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an

Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

12. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to NBPDCCL as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFQ applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. NBPDCCL shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.