



**The Brihanmumbai Electric  
Supply & Transport Undertaking**  
(OF THE BRIHANMUMBAI MAHANAGARPALIKA)



**Expression of Interest**

BEST Undertaking intends to appoint technically qualified and professionally managed Consultancy Firm to assist BEST Undertaking in the Regulatory Matters i.e. (a) Resource Adequacy / Power Procurement Plan as per MERC (Framework for Resource Adequacy) Regulations, 2024 and (b) Filing final / provisional truing up petition of 4th MYT Control Period as per MERC (MYT) Regulations, 2019 and Petition for 5th MYT Control Period for ARR & Multi Year Tariff Proposal as per MERC (MYT) Regulations, 2024. Detailed Eoi is available on [www.bestundertaking.com](http://www.bestundertaking.com).

Eligible Consultancy firms may submit offers: on or before 13:00 hrs. of  
**16.07.2024**

**PRO/Advt./Rg/36/2024.**

**GENERAL MANAGER  
BEST Undertaking**

**THE BRIHANMUMBAI ELECTRIC SUPPLY AND TRANSPORT UNDERTAKING  
(OF THE BRIHANMUMBAI MAHANAGAR PALIKA)**

**Tender No: BEST/DCER/M-13/E143489/01/2024**

**Expression of interest**

**For**

**Appointment of consultancy firm for the assignment of  
Preparation and filing of Petition for  
(a) Resource Adequacy / Power Procurement Plan,  
(b) Truing-up of 4<sup>th</sup> control period and MYT petition for 5<sup>th</sup>  
Control Period**

**By**

**Regulatory Department**

**Date: 04.07.2024**

## EoI Document

### Expression of Interest for appointment of consultancy firm for consultancy assistance in the assignment of preparation and filing of Petition for Resource Adequacy / Power Procurement Plan as per MERC (Framework for Resource Adequacy) Regulations, 2024, Filing truing up petition of 4<sup>th</sup> MYT Control Period as per MERC (MYT) Regulations, 2019 and Petition for 5<sup>th</sup> MYT Control Period for ARR & Tariff Proposal as per MERC (MYT) Regulations, 2024.

#### **I. Introduction**

- A. Brihanmumbai Electric Supply & Transport Undertaking (BEST Undertaking) is engaged in providing two public services viz. Electricity distribution in the Mumbai City area and Public Transport in the City & Suburban area of Mumbai Metropolis.
- B. BEST Undertaking intends to appoint technically qualified and professionally managed Consultancy firm for consultancy assistance in the assignment of preparation and filing of Petition for Resource Adequacy / Power Procurement Plan as per MERC (Framework for Resource Adequacy) Regulations, 2024, Filing truing up petition of 4<sup>th</sup> MYT Control Period as per MERC (MYT) Regulations, 2019 and Petition for 5<sup>th</sup> MYT Control Period for ARR & Tariff Proposal as per MERC (MYT) Regulations, 2024.
- C. The techno-commercial offers are invited for awarding the contract/assignment for consultancy assistance in the assignment of preparation and filing of Petition for Resource Adequacy / Power Procurement Plan as per MERC (Framework for Resource Adequacy) Regulations, 2024, Filing truing up petition of 4<sup>th</sup> MYT Control Period as per MERC (MYT) Regulations, 2019 and Petition for 5<sup>th</sup> MYT Control Period for ARR & Tariff Proposal as per MERC (MYT) Regulations, 2024. through this EoI process. After scrutiny of techno-commercial offers received from consultancy firms in response to EoI, BEST Undertaking will award the LoI for providing consultancy.

#### **II. Brief Details of the Regulatory Assignment:**

- (a) The Assignment of Resource Adequacy / Power Procurement Plan should be based on MERC (MYT) Regulations, 2024 and MERC (Framework for Resource Adequacy) Regulations, 2024 and MERC (Renewable Purchase Obligation, its Compliance and Implementation of Renewable Energy Certificate Framework), Regulations, 2019, MERC (deviation and settlement mechanism & related matters) Regulations, 2019, MERC (State grid Code) Regulations 2020 and amendments thereof. The period for preparation of Power Procurement Plan is proposed for next 10 years (i.e. upto FY 2034-2035).
- (b) The assignment of filing final truing up petition for FY 2022-23, FY 2023-24 and provisional truing-up of FY 2024-25 for 4<sup>th</sup> control period under MERC (MYT) Regulations, 2019, and Aggregate Revenue Requirement (ARR) and Tariff Proposal for the 5<sup>th</sup> Control Period i.e. from FY 2025-26 to FY 2029-30 as per MERC (MYT)

Regulations, 2024.

- B. The activities connected with the above assignments for preparation & filing of Trueup Petition for 4<sup>th</sup> Control Period, MYT Petition for 5<sup>th</sup> Control Period and preparation & filing of Power Procurement Plan have been classified mainly into 3 categories i.e. pre-filing activity, post-filing activity and post order activity.
- C. The required milestones, time lines and payment schedules has been specified in the ToR. Draft Agreement along with the Terms of Reference for the above assignment is annexed herewith as Annexure-I.

### **III. Eligibility & Qualification requirement:**

- A. The Consultancy firms intending to submit techno-commercial offer for such assignment shall fulfill the following eligibility conditions and shall submit the documentary evidence for the same:
  - 1. The Consultancy Firms shall be well acquainted with the Regulatory environment in the power sector and functioning of licensees / Central or State Regulatory Commission or other Central / State or other Regulatory Authorities and possess minimum experience of Five years in dealing with such similar matters.
  - 2. Consultancy Firms shall have key personnel on its payroll, having proven records of accomplishment in minimum 3 assignments in respect of MYT/MTR/Tariff Petitions for Distribution Licensees (Preferably in Maharashtra) in last five years.
  - 3. The consultants proposed for appointment by the Consultancy Firm should be Graduate / Post Graduate in the relevant disciplines and additionally each such consultant must possess expertise in any particular field viz: Electricity Regulations, Power systems, Finance, Economics, Law, etc.
  - 4. The Consultancy Firm should have adequate technical, financial and legal capability to undertake such tasks as per terms of reference (ToR) provided to them considering various steps to be performed from the inception to the completion within the time frame prescribed by the Undertaking.
  - 5. The Consultancy firms shall have a Turnover of minimum Ten Crores per annum for past three years & shall submit the financial credentials of the firm for assessing financial capability.
  - 6. The Consultancy Firm shall furnish copies of completion certificate for the similar assignments from the Organizations, Certificate of registration / agreement / articles of association, as the case may be, as service firm
  - 7. The Consultancy Firm shall furnish copies of TAN / PAN, and Goods & Service Tax (GST) registration.
  - 8. No consortium or Joint Venture or Sub contracting or sub letting of the firms will be allowed.
  - 9. The offer document shall be signed by a person or persons duly authorized to sign on behalf of the Consultancy firm. The Consultant needs to submit a Power of attorney / Board resolution in the name of the person authorized to sign tender documents. The bidder shall submit declaration to confirm that he has read and accepted all the contents and conditions contained in All Sections. (Including Price Proposal).
  - 10. The consultant shall submit adequate proof in support of their experience claims

in the form of Work Orders, Completion Certificates, etc., failing which their experience claims will not be considered for evaluation. All documents related to the Bidder's financial status (audited financial statements) shall be certified by an independent Chartered Accountant. Documents submitted without the required Certification will not be considered for evaluation.

**IV. Tentative schedule program for the tendering process :**

Sr. No.	Events	Date/Time
1.	Publication of EoI document	4-Jul-2024
2.	Last date for payment of online EMD	12-Jul-2024
3.	Last date (and time) of submission of offers (and EMD payment in cash)	16-Jul-2024 @ 13:00 Hrs
4.	Opening of Non-financial Technical offer	16-Jul-2024 @ 14:00 Hrs
5.	Opening of Commercial offer	19-Jul-2024 @ 16:00 Hrs
6.	Evaluation and finalization of the offer	24-Jul-2024
7.	Issue of LOI	1-Aug-2024
8.	Acceptance letter and Agreement to be submitted by successful consultancy firm	8-Aug-2024

**V. Submission of EoI Offer :-**

- A. The duly completed technical offer and commercial offer to be submitted separately in 2 sealed envelopes mentioning the name of consultancy firm, assignment name, type of offer (Technical or Commercial) on or before 13.00 Hrs on 16.07.2024 at Regulatory Dept., Ground Floor, Gate No.10, Multi-storied Annex Building, Electric House, BEST Marg, Colaba, Mumbai, 400 001. In the event of the specified date for the submission of the offers being declared a holiday, the offers will be received up-to the appointed time on the next working day of Undertaking's office. Any offer received after the above mentioned deadline will be rejected and may be returned unopened. The commercial offer of technically non-qualified consultants will not be considered / opened. The technical offers received will be opened on 16.07.2024 at 14.00 Hrs. and commercial offer at 16.00 Hrs on 19.07.2024.
- B. Earnest Money Deposit: The consultancy firm shall pay a sum of Rs 25,000/- (Rupees Twenty Five Thousand Only) through RTGS/NEFT/cash towards the bid security deposit (refundable) for participation, in the following account

Account Name : "The B.E.S. & T. Undertaking"  
Account No. 0106261008935  
Bank Name : Canara Bank  
Branch Name : Colaba Branch (0106)  
IFSC code : CNRB0000106  
MICR code :400015020

The amount of Rs 25,000/- should be deposited by each participant atleast 2 days before the tender opening date to verify the transaction at our end. The details of transaction viz Name of account holder, the transaction ID (UTR no), amount and date should be emailed 2 days prior on following email IDs.

dcemerc@bestundertaking.com  
best.dcet@gmail.com

For making payment in cash, the format given at **Annexure II-E** should be filled up, for submitting at cash counter and the copy of the cash payment receipt may be emailed at above address. Receipt should be preserved for getting the refund.

The bid security deposit (Rs.25,000/-) will be refunded by the Undertaking to unsuccessful bidders within 7 working days of the result and to successful bidders on submission of Contract Security Deposit amounting Rs 2,00,000/- in the form of bank guarantee.

C. No interest will be paid on the Bid Security Deposit.

D. The offer shall comprise of the following formats:

- Technical offer letter as per **Annexure II** for assignment of preparation & filling of Trueup Petition for 4<sup>th</sup> Control Period, MYT Petition for 5<sup>th</sup> Control Period and preparation & filling of Power Procurement Plan as per **ToR**.
- Relevant Experience & Track Record of the Consultancy Firm as per **Annexure II-A**
- List of the Consultants included in the team of a Consultancy Firm as per **Annexure II-B**
- Qualifications, Experience and Competence of the Consultants for the Assignment (separate sheet for each Consultant) as per **Annexure II-C**.
- Financial Proposal / Offer as per **Annexure II-D**.
- Authorization in the form of Power of Attorney / Board resolution for signing the offer document.
- Proof of submission of Bid Security deposit (EMD).

## **VI. Evaluation of Offer:**

- A. The Consultancy Firm shall make in his offers such disclosures as may be required to ascertain that the firm has no conflicting interest in undertaking the proposed assignment.
- B. Generally, the lowest commercial offer(s) will be finalized. However, GM BEST will ascertain the capability of consultancy firm based on the presentation made by firm to establishing its expertise in the assignment work / field.
- C. The Undertaking shall evaluate the offers on the basis of financial bid, eligibility and qualification requirement as provided in Para 3.0 of this document and accordingly LoI will be issued to the suitable firm after taking Management approval.
- D. The Techno-commercial bids would be scrutinized for the suitability of offer and the assignment, would be awarded after taking approval of the management. Accordingly work order will be issued to the successful firm.
- E. The Undertaking reserves the rights, as follows:
1. To award the Assignment against the EoI, to a single Consultancy Firm for all the work or to a number of firms found suitable.
  2. To decide to cancel this EoI, and not to proceed in the matter, at any stage of the

EoI or analysis of the EoI and also accept or reject any or all offers, without assigning any reason, whatsoever. In case of cancellation, the Undertaking shall have discretion to decide whether to return the documents submitted and also how to deal with the documents retained by the Undertaking.

3. To disqualify (i) any firm found canvassing in the office of the Undertaking during the EoI process and (ii) any firm who has worked with the Undertaking in the past but has failed to deliver appropriate output for similar type of tasks as mentioned in Para 2.0
  4. The Undertaking reserves the right to select / reject any / all the offers in part (i.e. 'assignment (a)' only or 'assignment (b)' only)/ or in full (i.e. both the 'assignment (a)' and 'assignment (b)') without assigning any reasons.
  5. The consultancy firm must ensure that the Offers submitted by him satisfy all the Terms and Conditions specified in the Scope of Work / ToR. Deviation if any must be specified separately. BEST reserves the BEST reserves the right to reject any offer / bid, based on any deviation taken by the firm, or otherwise without assigning any reason
- F. The assignment will be governed by Terms of References agreed & entered into by the successful tenderer / Consultancy Firm as per the draft Agreement (Annexure I) & payment of Contract Security Deposit in form of bank Guarantee as per Annexure III.

## **VII. Finalization of suitable Consultancy Firm & Compliance to be made:**

- A. On completion of the evaluation of the techno-commercial offers received, and finalization of the Suitable Consultancy Firms, the Undertaking will issue Letter of Intent (LOIs). The firms shall clearly mention the name, designation and contact details and email of the person to be informed in their organization regarding such intimation & regarding queries/clarifications, if any. The firm should submit their acceptance within two days by email.
- B. Within 5 days of receipt of the LOI, the successful Consultancy Firms will have to sign the agreement and enter into a contract with the Undertaking in the prescribed format as per Annexure I and by submitting the Contract Security Deposit of Rs.2,00,000/- in form of Bank Guarantee as per Annexure III on a non judicial Stamp Paper of Rs.100/-
- C. If the selected Consultancy Firms, fails to enter into the said Agreement/Contract, within 5 days of issue of LoI, the undertaking may forfeit its bid security deposit (EMD) and exercise its right to exclude the consultancy firms and firm will forfeit its right for the Resource Adequacy / Power Procurement Plans, Truing up and MYT petition assignment.
- D. In case of such failure, the contract will be awarded to next eligible consultancy firm.

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# Annexure I

## DRAFT AGREEMENT

**THIS AGREEMENT** made at Mumbai \_\_\_\_ day of \_\_Two Thousand Twenty Four between Brihanmumbai Electric Supply and Transport Undertaking a body constituted under the Mumbai Municipal Corporation Act No. 111 of 1888 having its office at BEST Bhavan, Electric House, Colaba, Mumbai – 400 001, hereinafter referred to as "the Undertaking" (which expression shall unless it be repugnant to the subject context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART

and

M/s. \_\_\_\_\_ having its office at \_\_\_\_\_ hereinafter referred to as Consultancy Firm (which expression shall unless it be repugnant to the subject context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS The Undertaking has expressed its desire to appoint M/s. \_\_\_\_\_ as a Consultancy firm for providing consultancy assistance in the Regulatory matter for preparation and filing of Petition for Resource Adequacy / Power Procurement Plan as per MERC (Framework for Resource Adequacy) Regulations, 2024, Filing truing up petition of 4<sup>th</sup> MYT Control Period as per MERC ( MYT) Regulations, 2019 and Petition for 5<sup>th</sup> MYT Control Period for ARR & Tariff Proposal as per MERC (MYT) Regulations, 2024 and as per terms of reference as follows.



## **Terms of Reference (ToR)**

### **1.0 Objective:**

The Scope of Work includes following activities:

- (a) Preparation & filing of Resource Adequacy / Power Procurement Plan for the period from FY 2025-26 to 2034-35  
And / Or
- (b) Preparation & filing of petition for 4<sup>th</sup> MYT Control Period (i.e. final truing up of FY2022-23, FY2023-24 and Provisional truing up for FY2024-25) and MYT Petition for ARR and Tariff Proposal of 5<sup>th</sup> Control period (i.e. from FY2025-26 to FY 2029-30) .

### **2.0 Scope of work for preparation and filing for Resource Adequacy / Power Procurement Plan:**

- 2.1 Consultancy firm should prepare petition for Resource Adequacy / Power Procurement Plan as per MERC (Framework for Resource Adequacy) Regulations, 2024 and MERC (MYT) Regulations 2024, latest amended Electricity Act 2003, Energy Conservation Act, 2001, MERC (Renewable Purchase Obligation, its Compliance and Implementation of Renewable Energy Certificate Framework) Regulations, 2019 or as per latest amended applicable Regulations, MERC (Forecasting, Scheduling and Deviation Settlement for Solar and Wind Generation) Regulations, 2018, or as per latest amended applicable Regulations / Orders for 5th MYT Control Period, Maharashtra Electricity State Grid code, DSM Regulation and any other relevant regulations, procedures, guidelines, orders, rules, codes, Practice Directions of MERC/CERC/MoP/BEE/CEA and any other directives / Orders that may be issued by the Statutory Authority and amended from time to time. The consultancy firm will have to abide by or fulfill or take into consideration additional scope of work that may be required as per the MERC (Framework for Resource Adequacy) Regulations, 2024 and MERC (MYT) Regulations, 2024 for 5th MYT Control Period as and when they are published in the near future.
- 2.2 It is expected that, the Resource Adequacy / Power Procurement Plan petition would be ready in all respects within a time frame as specified in **Annexure II-D** and needs to be submitted for approval of MERC. If required, the time frame may be altered to protect the interest of BEST Undertaking or as per directives of the Commission.
- 2.3 The period for preparation of Power Procurement Plan is proposed for next 10 years (i.e. upto FY 2034-2035).
- 2.4 The activities connected with preparation of the Power Procurement Plan will be mainly classified into 3 categories i.e. Pre-filing activities, Post filing activities and Post MERC Order activities.

#### 2.4.1 Pre-filing activities –

- a) Assessment and forecasting of demand for Short term, Medium Term and Long term using comprehensive input data and scientific mathematical modeling tools.
- b) Scrutiny of the data submitted by BEST with due diligence and working with the Undertaking's personnel to resolve any issues regarding discrepancy in the data.
- c) Preparation of Excel model for Resource Adequacy / Power Procurement Plan based on the data collected and assumptions framed, in the format.
- d) The Resource Adequacy / Power Procurement Plan shall also include the Notifications / Practice Directions and any other Order / judgment that may be issued by the Commission / APTEL or the Supreme Court. The Resource Adequacy / Power Procurement Plan should include the provisions of Act / Regulations for compliance by the BEST Undertaking.
- e) The Resource Adequacy / Power Procurement Plan (Long Term, Medium Term and Short Term) shall comprise but not be limited to detailed analysis of Category wise Energy Sales, reduction of technical & commercial losses, Propose modifications in Sales forecast, Rooftop Solar, Net metering, Energy Efficiency (EE) and Demand Side Management (DSM) schemes, etc. The Resource Adequacy / Power Procurement Plan shall be prepared as per the regulatory provisions mentioned in MERC (Framework for Resource Adequacy) Regulations, 2024 and MERC (MYT) Regulations, 2024.
- f) Major part of the Resource Adequacy / Power Procurement Plan is of Power Purchase cost, which is related with cost of Power Purchase from various sources, viz Long term, medium term, short term. The Consultant should therefore obtain the necessary data for estimating Power Purchase cost from concerned organization / authorities for preparing the Resource Adequacy / Power Procurement Plan.
- g) Preparation of draft Petition based on above data and analysis, including increasing consumer base / sale for Resource Adequacy / Power Procurement Plan of BEST.
- h) Revise the Resource Adequacy / Power Procurement Plan if required after having meetings / discussions with BEST officials on draft Resource Adequacy / Power Procurement Plan, incorporating the view point of the officials of Undertaking and to re-submit the same in the given time frame.
- i) For the above activities the consultancy firm will have to attend the preliminary meetings to chalk out actions, meetings with the concerned officials for collecting the data, meeting arranged by BEST with their Senior Officers for analyzing the data compiled, visiting offices of various Senior Officers of the Undertaking as and when required to sort out any difficulties in compiling the data, etc. The details of all assumptions, calculations and analysis made, any reference or background materials used for the preparation of Resource Adequacy / Power Procurement Plan must be provided to the Undertaking's officials. Also, Power Point presentations are to be made as and when required.
- j) The Consultancy firm shall submit English and Marathi version of the Executive summary of the finalized Resource Adequacy / Power Procurement Plan.
- k) To assist BEST for e-filing of petition for Resource Adequacy / Power Procurement Plan of BEST.

#### 2.4.2 Post filing activities –

- a) Preparing reply / justification to the queries raised by Commission (data gaps) with regard to the petition in consultation with officials of BEST within the time frame given by the Commission.
- b) To assist / attend the discussion with the Commission's officials along with Officials of BEST, if required.
- c) Preparing the presentation for presenting the case before the Senior Officers, GM BEST and the Hon'ble Commission.
- d) Attend the discussion meetings and make the power point presentation as directed by the Commission or as required by BEST Undertaking.
- e) Preparation of revised petition for resubmission to MERC, if required.
- f) Preparing the reply to the queries raised by the Commission /Consumer representatives/ Public on the petition during public hearing or till the Order is issued by the Commission.
- g) Preparing of Public Notice in English and Marathi in the format prescribed by the Commission within the time line specified by the Commission.
- h) Preparing Power Point presentation for the MERC Public hearing.
- i) To deliver the Power Point presentation during MERC Public hearing.

#### 2.4.3 Post MERC Order activities -

2.4.3.1 To Study and analyze the Order and submit the report regarding the salient features of the Order within 7 days from issuance of the Order, specifying implications of the Order on the BEST Undertaking and further course of action to be taken by the Undertaking as regards requirement of filing of Review Petition for clarifications / review with the Commission or filing Appeal with the APTEL. A power point presentation may also be delivered, covering the analysis report.

2.4.3.2 To assist / attend the discussion with the Commission's representatives along with Officers of BEST, if required.

- 2.5 **Terms of payment for power procurement plan assignment:** The payment will be made on Milestone basis mentioned as below which will be subject to submission of bills along with works sheet of work carried out by the consultants during the concerned milestone as per following table. The consultancy firms shall confirm the acceptance of this schedule in the Offer.

<b>Milestones</b>	<b>Time Schedule</b>	<b>Fee (%Break-up)</b>
1	2	3
1. Issue of LOI	Zero Date	Zero
2. Submission of draft Petition for BEST's Resource Adequacy / Power Procurement Plan.	As per Annexure II-D	30 %
3. On acceptance of petition by the commission.	One Week after receipt of Comments from BEST	30 %
4. MERC Public Hearing for BEST's Resource Adequacy / Power Procurement Plan.	-	25 %
5. Final Order Issued by the Commission and Submission of Analysis Report.	One week after Order is issued.	15 %

3.0 **Scope of work for Preparation & filing of Trueup Petition for 4<sup>th</sup> Control Period, MYT Petition for 5<sup>th</sup> Control Period:**

- 3.1 The assignment for preparation and filing of Truing up petition for 4<sup>th</sup> MYT control period (i.e. Final truing up for FY 2022-23, FY 2023-24 and Provisional Truing-up for FY 2024-25) as per MERC (MYT) Regulations, 2019, and petition for Aggregate Revenue Requirement (ARR) and Multi Year Tariff (MYT) Proposal for 5<sup>th</sup> Control Period (i.e. from FY2025-26 to FY 2029-30) as per MERC (MYT) Regulations 2024 for Distribution (wire and supply) Business of BEST Undertaking. It is expected that the Petition would be ready in all respects within a time frame as specified in **Annexure II-D** from the placements of the order. If required, the time frame may be altered to protect the interest of BEST Undertaking or as per directives of the Commission. The Truing-up and MYT petition shall also be based on the MERC (MYT) Regulations 2019 and as per MERC (MYT) Regulations 2024, MERC conduct of Business Regulations 2004, preparation of reports as per latest Orders, Rules, codes, procedures, regulations, guidelines, Practice Directions and any other directives / Orders that may be issued by the Commission. The consultancy firm will have to abide by or fulfill or take into consideration additional scope of work that may be required as per MERC (MYT) Regulations 2024.
- 3.2 The activities connected with preparation of the MYT Petition will be mainly classified into 3 categories i.e. pre-filing activity, post-filing activity and post order activity.

### 3.2.1 Pre-filing activities:

- a) Preparation of forms for data collection for the actual financial and operational parameters achieved by BEST, required for the preparation of True-up Petition for 4<sup>th</sup> Control Period, MYT Petition for 5<sup>th</sup> Control Period.
- b) To confirm that the present financial practices adopted by BEST are in line with the MERC (MYT) Regulations, 2019 and as per MERC (MYT) Regulations 2024. Suggest suitable measures / changes that may be required to be adopted.
- c) Scrutiny of the data submitted by BEST with due diligence and working with the Undertaking's personnel to resolve any issues regarding discrepancy in the data.
- d) Preparation of financial model to project the revised revenue and expenses for MYT period based on the data collected and assumptions framed, in the format required by the Commission.
- e) Data collection & filling up of MERC Truing-up and MYT formats as per the actual figures achieved by BEST in respect of various financial and operational parameters and revised estimates for relevant period for the preparation of the Truing-up and MYT Petition.
- f) Preparing justification for any variation in actual performance from the Commission's approved parameters for final truing up of previous years FY 2022-23 & FY 2023-24 and provisional truing up of FY 2024-25 in consultation with the concerned officials of BEST along with any other justification wherever required.
- g) The Truing-up and MYT petition shall also include impact of the MTR Order / Review of the Commission / Practice Directions and any other Order / judgment that may be issued by the Commission / APTEL or the Supreme Court.
- h) Propose modifications to the approved Sales forecast and Resource Adequacy / Power Procurement Plan for 5<sup>th</sup> MYT control Period.
- i) Reviewing the need for proposing any correction in the Commission's approved parameters based on the actual performance of the previous years and current year and the changed business dynamics if any. This will also include framing of BEST's argument to the Commission for reviewing approved parameters.
- j) Preparation of draft Truing-up and MYT Petition based on above data and analysis, including tariff proposals / tariff rationalization and other related work while proposing tariff for the 5th MYT Control Period.
- k) To assist BEST for e-filing of petition on MERC website.
- l) Revise the petition, if required after having meetings / discussions / TVS with BEST / MERC officials on draft petition, incorporating the view point of the officials of Undertaking and to re-submit the same in the given time frame.
- m) For the above activities the consultancy firm will have to attend the preliminary meetings to chalk out actions, meetings with the concerned officials for collecting the data, meeting arranged by BEST with their Senior Officers for analyzing the data compiled, visiting offices of various Senior Officers of the Undertaking as and when required to sort out any difficulties in compiling the data, etc. The details of all assumptions, calculations and analysis made, any reference or background materials used for the preparation of petition must be provided to the Undertaking's officials. Also, Power Point presentations are to be made as and when required.
- n) The Petition should include the reply / report on the directives issued by the Commission and other data gap queries that may come up from the Commission from time to time for compliance by the BEST Undertaking.
- o) Major part of the ARR is of Power Purchase cost, which is related with cost of Power Purchase from various sources, viz long term, medium term, short term. The

Consultant should therefore obtain the necessary data for estimating Power Purchase cost for preparing the petition, in accordance with the BEST's Power Procurement Plan.

- p) The Consultancy firm shall submit English and Marathi version of the Executive summary of the finalized Petition.

### 3.2.2 Post filing activities:

- a) Preparing reply / justification to the queries raised by Commission (data gaps) with regard to the petition in consultation with officials of BEST within the time frame given by the Commission.
- b) To assist / attend the discussion with the Commission's officials along with Officials of BEST, if required.
- c) Preparing the presentation for presenting before the GM BEST, BEST Committee and Hon'ble Commission during Technical Validation Session.
- d) Attend the Technical Validation Session and make the power point presentation as directed by the Commission or as required by Undertaking.
- e) Preparation of revised petition for resubmission to MERC, if required.
- f) Preparing the reply to the queries raised by the Commission / Consumer representatives / Public on the petition during the technical validation / Public hearing or till the Order is issued by the Commission.
- g) Preparing of Public Notice in English and Marathi in the format prescribed by the Commission within the time line specified by the Commission.
- h) Preparing Power Point presentation for the MERC public hearing.
- i) To deliver the Power Point presentation during MERC public hearing.

### 3.2.3 Post Tariff Order activities.

- a) To Study and analyze the Order and submit the report regarding the salient features of the Order within 7 days of issuance of the Order, specifying implications of the Order on BEST Undertaking and further course of action to be taken by the Undertaking as regards requirement of filing of Review Petition for clarifications / review with the Commission or filing Appeal with the APTEL. A power point presentation may also be delivered, covering the analysis report.
- b) To assist / attend the discussion with the Commission's representatives along with Officers of BEST, whenever required.
- c) To prepare and file review petition with all due procedures before MERC against the MYT order, in case of any discrepancy within stipulated time period.

### 3.3 Terms of Payment:

**For MYT Petition Assignment:** The payment will be made on Milestone basis as mentioned below which will be subject to submission of bills along with works sheet of work carried out by the consultants during the concerned milestone as per following table. The consultancy firms shall confirm the acceptance of this schedule in the Offer.

Milestones	Time Schedule	Fee (%Break-up)
1	2	3
1. Issue of LOI	Zero Date	0%
2. Submission of draft Petition	As per Annexure II-D	25%
3. On acceptance of petition by the commission.	One Week after receipt of Comments from BEST	20%
4. Public Hearing	--	15%
5. Final Order Issued by the Commission	--	15%
6. Submission of Analysis Report. To prepare and file review petition before MERC against the MYT order, in case of any discrepancy within stipulated time period	Within stipulated time period.	25%

3.4 The Scope of Work for MYT petition mentioned above is in general. However, it is to be understood that all the works connected with preparation of Multi Year Tariff Petition for Final Truing up petition for FY 2022-23, FY 2023-24 and Provisional Truing-up for FY 2024-25 under MERC (MYT) Regulations, 2019, and Aggregate Revenue Requirement (ARR) and Multi Year Tariff Proposal for 5th Control Period (i.e. for FY 2025-26, FY 2029-30) as per MERC (MYT) Regulations 2024 for Distribution (wire and supply) Business of BEST will come under the Scope of Work.

### 4.0 Special Requirements Common for both activities i.e. for MYT Petition and Power Procurement Plan:

4.1.1 The Consultancy firm will deploy the necessary experienced & knowledgeable team members to carry out assignment as specified in the Terms of References and file reports of the findings to the Undertaking as specified / to the satisfaction of the Undertaking considering the time bound nature of the project, **at least 2** experienced persons should be deputed for the assignment. From the deputed persons, **at least one of the working level persons should have Electrical Engineering qualification** and should have experience in similar assignments including assignment of Resource Adequacy / Power Procurement Plan / Truing up / MYT Petitions of Distribution Licensees.

4.1.2 All meetings should be attended generally by both the persons.

4.1.3 Consultancy Firm should follow all procedure for e-filing for the preparation of truing up and MYT Petition and Resource Adequacy / Power Procurement Plan including annexures and formats. Also assist BEST for e-filing the petitions to MERC.

- 4.1.4 Final petition / revised petition and formats should be printed separately & submitted on A4 size green ledger paper with Original + 2 copies by the Consultancy Firm.
- 4.1.5 The draft petitions should be without any mistakes like Table nos. not matching, arithmetical mistakes, page no. references mistake, etc. Draft petitions will be considered as received by the Undertaking, only if it is with minimum mistakes.
- 4.1.6 All the basic data required for preparations of the petitions will be made available by the Undertaking in reasonable time after receipt of request for the same. The replies/ Petitions will have to be prepared in consultation with the officers of the Undertaking, so as to meet the time line for same.
- 4.1.7 The Consultancy firm shall be required to provide BEST full details of assumptions, calculations and analysis made, any reference or background material used for preparation report, in hard as well as soft copy.

## 5.0 **Time frame:**

- 5.1 All the work covered in the assignment needs to be completed within given period of time as mentioned at **Annexure II-D** for that particular assignment so as to enable the Undertaking to put up replies to the regulatory authorities within the stipulated time limit. (This shall include the regular reviews of progress of work alongwith the adequacy of the work done and reports put up).

## 6.0 **General Conditions for Assignment:**

- 6.1 **Contract Security Deposit:** The consultancy firm shall furnish an unconditional and irrevocable Bank Guarantee (as per the Format attached as Annexure III) from a Nationalised Bank / Scheduled Bank, on a non judicial Stamp Paper of Rs. 100/- as Contract Security Deposit (Refundable), for a value equal to Rs 2,00,000/- (Rs Two Lakhs Only) denominated solely in Indian Rupees, which shall be valid for the entire period of the assignment plus six months i.e. (31<sup>st</sup> Oct 2025) subsequent to completion of the assignment so as to enable the Undertaking to enable lodging of any claims, (if any) arising due to failure on the part of the Consultant's part. The bank guarantee shall, if invoked, be en-cashable when presented in the branch office of such Bank located in Mumbai, Maharashtra.
- 6.2 The contract security deposit shall be refunded by the Undertaking to the Consultancy firm after satisfactory completion of the assignment and on production of the original security deposit receipt duly discharged.
- 6.3 If the Consultancy firm commits breach of any of the clause of the ToR, the security deposit paid by the Consultancy firm shall liable to be forfeited or the Undertaking shall invoke the Bank Guarantee submitted by the Consultancy firm.
- 6.4 **Tax deduction at Source:** The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which the Undertaking will issue TDS Certificates. Service Tax, GST, as applicable shall be payable extra, at the prevalent rates.
- 6.5 **No extra charge:** The charges quoted by the Consultancy firm at the time of financial offer will be inclusive of the costs of consultants Teams travel, lodging and boarding, and also all incidental expenses, professional fees, etc. incurred by the team, in



connection with the assignment. No separate charges will be payable by the Undertaking on any such account.

6.6 **Goods & Service Tax**, if any, payable by the Consultancy Firm for advisory services rendered to BEST would be reimbursed by BEST.

6.7 The Consultants shall keep the Undertaking and all the concerned Utilities to be visited, indemnified from any damages, on any account.

7.0 **Confidentiality of data and documents: -**

The Intellectual Property Rights (IPR) of the data collected as well as the deliverables prepared for the Undertaking shall remain with the Undertaking. The Consultancy Firm shall not utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the Undertaking, without the express written consent of the Undertaking. The consultancy firm shall be bound to hand-over the entire set of records of assignment to the Undertaking before the expiry of the contract, and before the final payment is released by the Undertaking.

8.0 **Termination of Agreement:**

The Undertaking may terminate a contract to which these Terms apply if:

- a) The consultant is unable to address the assigned works.
- b) Quality of the assigned works is not to the satisfaction of the Undertaking.
- c) The consultant fails in timely achievement of the milestones as decided by the Undertaking.
- d) The Consultancy firm commits any material or persistent breach of its obligations under the contract (which, in the case of a breach capable of remedy, shall not have been remedied within 15 days of intimation), or Team members of the Consultant are found lacking in honesty and integrity.
- e) The consultant becomes insolvent.
- f) The Undertaking reserves the right to terminate the contract, by giving 15 day's notice to the consultancy firm.
- g) Termination shall be effected by written notice served on the Consultancy Firm and shall take effect in 15 days of delivery of such notice.

9.0 **Governing law:** The contract shall be governed by the construed in accordance with the laws of the Republic of India.

10.0 **Conflict of interest:**

The Consultancy Firm shall not accept any assignment that would be in conflict with their current assignment with Undertaking or that may place them in a position of not being able to carry out the assignments of the Undertaking objectively and impartially. In case of conflict of interest specially pertaining to the regulatory Commission, the Consultancy Firm shall obtain the no objection certificate from the Commission & submit it to the Undertaking.

11.0 **Safety :** The Undertaking will not be responsible for any incidents occurred at the time of execution of the Assignments/works under this Agreement/contract. Members of the team visiting the field areas or any related sites, in connection of the assignment should have a good knowledge of safety precautions at the premises being visited.

12.0 **Liquidated damages:**

Progress of the assignment will be reviewed during the assignment period periodically for any delays from the original schedule and submission of specified report. The Consultancy Firm in case of delay shall be liable to pay the Undertaking, by way of liquidated damages @ ½% of the value of the incomplete part of the assignment, per weeks delay or part thereof.

If final completion of the assignment gets delayed beyond the originally assigned duration from the date of issue of the letter of intent, the Liquidated Damages will be applied on the unfinished portion of the assignment, on the above basis. The total value of the Liquidated Damages applied during the tenure of the contract will however be limited to maximum 10% of the assignment value.

13.0 **Arbitration**

In case of dispute and / or difference arising out of interpretation of clauses of this agreement, the General Manger of the Undertaking shall be appointed as the sole arbitrator and the decision given by the General Manager of the Undertaking shall be final and binding on the parties.

SIGNED, SEALED AND DELIVERED BY )  
Shri Sunil N. Bhinge )  
Deputy Chief Engineer (Regulatory) )  
THE BRIHAN MUMBAI ELECTRIC SUPPLY )  
AND TRANSPORT UNDERTAKING )  
For and on behalf of the Municipal )  
Corporation of Brihanmumbai, as ) Deputy Chief Engineer  
Authorized under BCR 900 dated 13.12.1974/ ) (Regulatory),  
GM/CPO/L/442/11456/2012 dtd. 23.02.2012 ) the BES & T Undertaking  
Countersigned by:

1.

2.

Two witnesses of Brihanmumbai )  
Electric Supply and Transport Undertaking officers )

SIGNED, SEALED AND DELIVERED BY )  
M/s \_\_\_\_\_ )

\*\*\*\*\*

## Annexure II

(FORMAT)

### Technical Offer Letter Format

(On Consultancy Firm's Letterhead)

Tender No.: **BEST/DCER/M-13/E143489/01/2024**

To

The Chief Engineer (Regulatory)  
BEST Undertaking  
Mumbai

Sub : Offer for consultancy services for assistance to the BES&T Undertaking to facilitate Regulatory related works as per Para 2.0 of EoI document

Sir,

I/We, ..... enclose herewith our offer for consulting services assistance to the BES&T Undertaking to facilitate Regulatory related works as per Para 2 of Expression of Interest (EoI) Document”.

I/We have a consultancy firm of ..... employees on its payroll. The list of on roll consultants is attached herewith as Annexure II-B.

I/We are a consultancy firm having ..... years of experience in Regulatory environment in the power sector. The numbers of assignments completed in last five years are ..... in number. The necessary details are attached as Annexure II-A

Annual turnover as per audited account statement for past years is as given below. The necessary account statements are attached.

Year	Turnover in Rs Crores	Remark
FY20-21		Audited
FY21-22		Audited
FY22-23		Audited
FY23-24		Audited/Unaudited

We have deposited an amount of Rs 25,000/- towards bid security deposit vide receipt no. / transaction ID no. .... dated .....

It is proposed to assign the following experts who will be deputed for BEST to assist for the captioned assignment/s.

1. ....
2. ....

The Curriculum Vitae (CV) highlighting Qualifications, Experience and Competence of the above assigned employees is attached herewith as Annexure II-C

I/We hereby declare the following:

- a) I/We am/are authorized to participate for the said tender for the consultancy assistance to BEST on behalf of ..... The copy of power of authorization/board

resolution is attached herewith.

- b) I/We accept all the terms, conditions, and all other matters set forth in EOI bid document viz. General Conditions of Contract; Scope of Work; Form of Technical & Price Proposal, Declaration by Consultancy firm; Draft Agreement; Terms of Payment; Annexure Formats and agree that these will form a part of the Contract if we are selected for Award of Contract.
- c) I/We confirm that our offer is fully complying with the EoI document without any deviation. We are fully aware that conditional offer will not be accepted by the Employer.
- d) I/We have submitted price offer for above Tender. Our Proposal includes all the details of qualifying criteria.
- e) I/We have not engaged any subcontractor or subletted any part of the contract. Also no consortium or joint venture is availed for this offer. I/We do not have any conflict of interest in accordance with ToR.
- f) I/We hereby certify and undertake that the information provided in the accompanying Schedules and the Annexure thereto is complete and accurate, and that I/we understand that any misrepresentation of facts will be grounds for rejection of our offer.
- g) We hereby declare that, our firm has not been prevented or blacklisted by any other law for time being in force from participating in any tenders /assignments by any agencies / utilities / Regulatory Commissions, in the past.

Yours faithfully

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address for communication \_\_\_\_\_

Email and Contact no. \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign offers for and on behalf of \_\_\_ -  
\_\_\_\_\_ on this day of \_\_\_\_\_ 2024.

Consultancy firm's Name & Address: \_\_\_\_\_

Consultancy firm's Signature:  
\_\_\_\_\_

(Seal)

cc: Proof of authorization

## **Annexure II-A**

(FORMAT)

### **Relevant Experience & Track Record of the Consultancy Firm**

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

From :M/s.....

To  
Chief Engineer (Regulatory),  
BEST Undertaking,  
Mumbai

Sir,

A brief description of the Organisation and the assignments of similar nature carried out in the last 5 years is given below:

A. Brief description of the Organisation:

1. Name of the Organisation
2. Business/Profession and number of years in the business
3. Number of staff
4. Registration
5. Affiliation with national and international professional/financial bodies.
6. Annual Turnover (last three years)
7. Any other relevant information

B. Assignments carried out in the last 5 years related with Tariff Petition / Resource Adequacy / Power Procurement Plan for Distribution Licensee.

1. Title of assignment
2. Objective of assignment
3. Narrative description of the assignment.
4. Name of the client
5. Address
6. Commencement and completion of the assignment
7. Number of man months as well as the duration period for completion of assignment
8. Outcome of the assignment.
9. Contract value of the assignment
10. Any other relevant information.

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_ Address \_\_\_\_\_

**Annexure II-B**

(FORMAT)

**List of on roll consultants of the Consultancy Firm**

Sr.No.	Name	Position in the Organization (Consultancy Firm)	Educational Qualification	Number of years in service
1				
2				
3				
4				
5				
6				
7				
8				
9				
..				
..				
..				
..				

## **Annexure II-C**

(FORMAT)

### **Qualifications, Experience and Competence of the Consultants for the Assignment Format of Curriculum Vitae (CV) for Consultant proposed for the Assignment**

(separate sheet for each Consultant)

Name:

Name of Firm:

Profession:

Age & Date of Birth:

No. of Years with Firm:

Membership of Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to the tasks on assignment. Describe degree of responsibility held by each staff member on relevant previous assignment and give dates and locations. Use up to half a page)

Education:

(Summarize College/University and other specialized education of each staff member, giving names of schools and degrees obtained).

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by the staff members since graduation, giving dates, name of employing organization, Nature of work, Highlights/ Achievements, title of positions held and location of assignments).

Experience:

For experience in the last five years, give types of activities performed and Client references, where appropriate. Use up to three- quarter of a page per assignment.

Certification:

I, the undersigned, certify that, to the best of my knowledge this bio-data correctly describes myself, my qualifications and my experience.

Signature of Staff Member

Date:

It is certified that the concerned person is a full-time employee of the Firm.

Signature of authorised Official from the Firm (with name and designation)

## Annexure II-D

(FORMAT)

### Financial Proposal / offer of the Consultancy Firm

Date : .....

From M/s .....

To  
Chief Engineer (Regulatory)  
BEST Undertaking,  
Mumbai

Sir,

I/We the undersigned, offer our financial proposal /price offer for the assignments as below,

Sr.No.	Assignment Name	To be completed by (Time Frame)	Consultation Fees in Rs.	Total Fees including taxes in Rs.
1	Resource Adequacy Power Procurement Plan	Aug 2024		
2	Petition for Trueup (4 <sup>th</sup> Control Period), MYT (5 <sup>th</sup> Control Period)	Oct 2024		
	<b>Total</b>	----		

Total Fees including taxes if any,

(In Figures) Rs. \_\_\_\_\_/-

(In word) Rs. \_\_\_\_\_

Place :

Date

Yours faithfully

Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_



## Annexure II-E

Format for cash payment

### EARNEST MONEY DEPOSIT

To,  
The BEST Undertaking,  
Cash Department

Sub: Acceptance of EMD of Rs.25,000/- (in cash) under A/c Code 115/153

Tender Number	<b>BEST/DCER/M-13/E143489/01/2024</b>	
Tender for	Consultancy Assistance for preparation and filing petitions to MERC	
Name of user Department	Regulatory department, Gr Floor, Annex bldg., Electric house, BEST marg, Colaba, Mumbai 400001	
BEST advertisement reference number, date		
Name of firm		
Correspondence Address		
Contact person		
Contact number		
Official Email		
Earnest Money Deposit	Rs.25000/-	In cash only
Account code	115/153	

Kindly accept the payment towards bid security deposit (EMD) in cash from the participant as mentioned above.

Regards

Deputy Chief Engineer  
BEST Undertaking

Address for cash payment:

- 1) Counter no.8, Cash department, Ground Floor, Electric house, BEST marg, Colaba, Mumbai 400001

Counter Timings : 9:30 hrs. to 12:30 hrs.  
13:30 hrs. to 15:00 hrs.

**Annexure–III**  
(FORMAT)  
**CONTRACT SECURITY DEPOSIT**

To  
General Manager  
B.E.S. & T. Undertaking

Whereas (Name of Consultancy firm) hereinafter called "the firm" has undertaken assignment of work order No ..... dated ..... to assist BES&T Undertaking in the matter of Resource Adequacy / Power Procurement Plan, Truing-up and MYT petitions [hereinafter called: "the Contract Assignment"].

AND whereas it has been stipulated by you in the said Contract that the firm shall furnish you with a bank Guarantee by a nationalized / scheduled bank for the sum specified therein as security for compliance with the firm's performance obligations in accordance with the Contract / Assignment.

AND whereas we have agreed to give the Bank Guarantee of Rs. ..../- (Rupees .....only in words) a guarantee.

Therefore We (Bank's name and address) hereby affirm that we are Guarantors and responsible to you on behalf of the firm up to a total of (Amount of the guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the firm to be in default in the Contract and without cavil or argument any sums within the limit of Rs...../- (Rupees ..... only) as aforesaid without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein. Notwithstanding anything above, the liability of the guarantor is restricted to the said sum of Rs. ..../- (Rupees ..... only) and this Guarantee shall expire on the 31st day of October 2025 and the guarantor shall be discharged from its obligations under this Guarantee.

This guarantee shall remain valid until the end of the 31st day of October 2025, for acceptance of your claims in the matter.

Signature and Seal of Guarantors

-----  
-----  
-----

Date-----

Address-----  
-----

Signature of the Consultancy Firm