

Delhi Electricity Regulatory Commission



Terms and Conditions

For

**Appointment of Auditors for Audit of Billing and Metering system for
Audit of Current Operational Electricity Billing System of:**

- 1) BSES Rajdhani Power Limited (BRPL)**
- 2) BSES Yamuna Power Limited (BYPL)**
- 3) Tata Power Delhi Distribution Limited (TPDDL)**
- 4) New Delhi Municipal Council (NDMC)**

July, 2015

Important Mile-stones

Notice inviting Tender	: 15/07/2015 at 03:00 PM
Pre-bid meeting with potential Bidders	: 30/07/2015 at 03:00 PM
Last date of submission of Bid Proposals	: 05/08/2015 at 11:00 AM
Opening of Technical Bids	: 05/08/2015 at 03:00 PM
Presentation on Technical Bid	: 07/08/2015 at 03:00 PM
Opening of Financial Bids	: 14/08/2015 at 03:00 PM

Sub: Appointment of Auditors for Audit of Billing and Metering system of Current Operational Electricity Billing System in BRPL, BYPL, TPDDL and NDMC.

Method of selection: Quality & Cost Based System (QCBS)

Delhi Electricity Regulatory Commission, Viniyamak Bhawan, C-Block, Shivalik, Malviya Nagar, New Delhi (herein after referred to as “DERC” or “The Commission”) intends to appoint Auditors (hereinafter referred to as Consultant) for Audit of Billing and Metering system of Current Operational Electricity Billing System in BSES Rajdhani Power Limited (BRPL), BSES Yamuna Power Limited (BYPL) ,Tata Power Delhi Distribution Limited (TPDDL) and New Delhi Municipal Council (NDMC) (hereinafter referred to as DISCOM).

The scope of work shall involve audit of Current Operational Electricity Billing System for the period commencing from 1st April 2014 up to 30th June 2015. The list of activities that need to be undertaken is broadly enclosed at **Annexure-A1**. The Consultant is expected to make himself fully aware of all applicable laws, a broad list is enclosed as **Annexure A2**.

The Consultant shall critically examine the various documents as well as the systems in vogue at the respective DISCOM so as to ascertain its adequacy and efficacy and submit a report to the Commission. In the report, the consultant shall clearly bring out any deviations/ lapses/ deficiencies in the metering and billing system with respect to the requirements under the law. If during the course of assignment the Consultant comes across or identifies any area needing improvement, same shall be explicitly brought out in the report.

The list of activities as detailed at Annexure-A1 are thus purely for the purpose of guidance and not exhaustive. There may be some element of overlapping in the list. The consultant shall be required to collect any additional information/data that may be felt necessary and make presentations to the Commission for better understanding and completion of the task. This list can be further discussed at the time of pre-bid meeting and suitably amplified.

The following general terms and conditions are applicable with regard to submission of quotation for Evaluation and Award of Contract.

- 1) The officers of the selected Bidder shall be deputed in offices of DISCOMs on the basis of Authorization Letter of the Commission.
- 2) No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually

or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be. Change in Consortium shall not be permitted unless approved by the Commission.

- 3) In case the Bidder is a Consortium, then the term Bidder shall include each Member of such Consortium and the members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at **Annexure-A3**.
- 4) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Commission shall be entitled to forfeit and appropriate the Bid Security/Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Commission and not by way of penalty for, inter alia, the time, cost and effort of the Commission, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Commission under the Bidding Documents. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (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 of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be in the other Bidder, its Member or Associate, is less than 5% (five Per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 4, be computed as follows: (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 (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% of the subscribed and paid up equity shareholding of such intermediary ;or

- b) a constituent of such Bidder is also a constituent of another Bidder ;or
 - c) Such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or any Associate thereof; or
 - d) Such Bidder has same legal representative for purposes of this Bid as any other Bidder ;or
 - e) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other.
- 5) The said Report to be submitted to the Commission within 3 (Three) months from the issue of contract.
- 6) The staff of the Commission may call the officers of the bidder for sample verification of Billing discrepancies/logic.
- 7) Quotations should be sent in a sealed envelope super-scribing on top of Envelope *"Appointment of Auditors for Audit of Billing and Metering system of Current Operational Electricity Billing System in BRPL, BYPL, TPDDL and NDMC respectively"* containing Earnest Money Deposit (EMD), Technical Bid (Annexure-B) and Financial Bid in separate sealed envelopes. The Financial Bid shall consist of 3 separate sealed envelopes comprising of 3 separate Financial Bids for each DISCOM (**Annexure-C1, C2, C3 and C4**). Accordingly, Bidder should submit EMD, Technical Bid and Financial Bid in separate envelopes. The EMD will be opened first and the Technical bid shall be opened only for those bidders whose EMD is in order. Only those Bidders who qualify in the Technical Bid will be called for attending the opening of the Financial Bids. For the purpose of qualification under the Technical Bid, the bidders may be called for clarification/presentation.
- 8) Each page of bid should be numbered and signed by the authorized signatory with the seal of the Bidder and the forwarding letter must indicate the details of the enclosures attached.
- 9) The Bidder shall submit only one Original set of the Bid and two copies marked as Copy -1 and Copy -2.

10) Bidder to quote their rates on lump-sum basis for each DISCOM separately:

- a) Exclusive of applicable taxes, but inclusive of all other expenses along with detailed profile and past experience of the bidder provided at Annexure-B of the bidder.
- b) Fee for the assignment has to be mentioned separately (Annexure-C1, C2, C3 and C4).
- c) No TA/DA shall be admissible for the Bidder for any journey in connection with the assignment.

11) Consultant shall be paid as follows:

- a) For Services Rs. _____ (Rupees _____ only)
- b) Reimbursement of applicable Taxes to be indicated by the Consultant- Rs. _____ (Rupees _____ only)
- c) Total Charges of Rs. _____ (Rupees _____ only):

Milestones as per which invoices for fees shall be raised by Consultant	% of contract value
Submission of Final Report after initial interaction with Commission based on a draft report	70%
Acceptance of report by the Commission	30%

12) The payment of fee to Consultant shall be made by the Commission after the deduction of applicable tax at source.

13) The final payment shall be made after completion of assignment and acceptance of report by the Commission (details of payments are provided in the Contract Agreement annexed herewith as **Annexure-D**).

14) DERC has the right to replace the Bidder, after its appointment and re award the job if it is found that the reporting / certification being submitted in phases are not of desired standard.

15) An EMD of Rs. 10,000/- (Rupees ten thousand only) to be submitted in a separate sealed envelope along with the Technical Bid in the form of a Pay Order/Demand Draft in favour of "The Secretary, DERC", payable at New Delhi, in a separate sealed envelope.

16) Any bid not accompanied by EMD in accordance with the above stipulation shall be rejected as being non-responsive.

17) EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest after the acceptance of the contract by the successful bidder.

18) EMD shall be refunded to the successful bidder on receipt of Performance Security after award of job.

19) Criterion for Technical evaluation-

- Specific experience of the Bidder relevant to the assignment with emphasis on handling Billing and Metering system Audit/Information System Audit.
- Adequacy of the proposed methodology and work plan - The qualifying proposal should qualify under all the sub-criteria, viz.

(a) **Technical Approach & Methodology 30 (Thirty) Maximum Marks -**

The Bidder shall explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output. They shall highlight the issues being addressed and their importance, and explain the technical approach they would adopt to address them. They shall also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach. The maximum marks for methodology content will be 20 marks.

Further, the bidder who has maximum experience in Audit of Billing and Metering System will be awarded full 10 marks and others will be given on pro-rata basis.

(b) **Work Plan 30 (Thirty) Maximum Marks -** The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan shall be consistent with the Work Schedule indicating Week wise and Activity wise flow of the assignment with key professionals.

(c) **Organisation & Staffing 40 (Forty) Maximum Marks -** The Bidder shall propose and justify the structure and composition of their team. They shall list

the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

The sub-criterion to be followed for evaluation of the key professionals shall be

- i) Educational Qualifications and
- ii) Experience (i.e. experience in carrying out similar assignments/Jobs).

The Bidder shall propose atleast the following key professional for each DISCOM (BRPL, BYPL , TPDDL and NDMC separately):

Particular	Minimum No. of key professional	Marks
CISA Qualified	1	Min. of 5 marks. Additional marks to be assigned on proportionate basis based on highest no. proposed by any bidder subject to maximum of 10 marks
SAP Expert	1	Min. of 5 marks. Additional marks to be assigned on proportionate basis based on highest no. proposed by any bidder subject to maximum of 10 marks
Electrical Engineer	1	Min. of 5 marks. Additional marks to be assigned on proportionate basis based on highest no. proposed by any bidder subject to maximum of 10 marks
Total		30 marks
Experience of the key professionals		Marks to be assigned on proportionate basis based on highest no. of experience proposed by any bidder subject to maximum of 10 marks subdivided as follows: 1) CISA qualified – 3.33 marks 2) SAP Expert – 3.33 marks 3) Electrical Engineer- 3.33 marks
Grand Total		40 marks

- (d) **Presentation to the Commission** – After opening of the Technical Bid, Bidders shall deliver presentation to the Commission based on their credentials in support of the points listed at 19(a), 19(b) and 19(c) above.

20) The minimum qualifying total score, for the technical bid shall be 70. The financial bids of only those bidders shall be opened whose score shall be 70 or above in technical bids. After completion of the technical evaluation, the Commission shall inform those Bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the TOR and the financial proposal etc. of such non-responsive bids shall be returned un-opened on completion of the selection process. The list of bidders whose offers have been selected after technical evaluation shall be displayed at the website and notice board of the Commission's Office Such selected bidders may attend the opening of financial bids at the office of the Secretary, DERC

21) Financial Evaluation:

The financial proposals of the technically qualified Bidder shall be opened by the Evaluation Committee in presence of those bidders of consultant/s or their representatives whose bids are short listed for financial evaluation.

- i. The proposal with lowest evaluated cost shall be given a financial score of 100 and other proposals shall be given financial scores that are inversely proportional to their prices.

22) Final Evaluation:

Final Evaluation of the bids shall entail selection of Bidder after adding scores of Technical and Financial proposals with respective weight-age, which shall be 0.70 for Technical bid and 0.30 for Financial bid.

23) The Commission will select the bidder with the highest score and discuss the detailed work plan with them.

24) DERC may hold review meetings fortnightly, or more frequently if so needed, with the Bidder during which senior/key personnel of Bidder shall be present.

- a) The successful bidder shall enter into a contract agreement with the Commission in the prescribed format as per Annexure 'D' and shall commence the assignment as per schedule assigned by the Commission.
- b) The successful bidder shall furnish a "Performance Bank Guarantee" equal to 10% of the value of contract, within 1(one) week of signing the contract agreement which shall be valid for 90 days after the completion of the assignment.
- c) If the Bidder, selected for award of contract on basis of above procedure, fails to enter into a contract agreement within the time limit of 21 days , the

Commission shall invite the Bidder who has obtained the second highest score on consideration of Financial and Technical bids for award of the contract for carrying out the assignment.

- 25) The successful bidder shall take urgent steps to execute the Contract agreement within 21 days of issue of letter of award. Non fulfillment of this condition of executing a contract by the Bidder or Consultant awarded the Contract, would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. However the Commission in its discretionary power, on a specific request by the bidder which has been awarded the contract may relax this condition with the reasons recorded in writing.
- 26) The Bidder shall not utilize or publish or disclose or part with any statistics, data or information collected for the purpose of assignment, without written consent of the Commission. The Bidder shall be duty bound to hand over the entire records of assignment to the Commission before the expiry of the contract. The Bidder shall be responsible for any explanation/description in the matter of billing for metering audit.
- 27) The Commission reserves the right to award the total assignment or to delete any part of assignment or reject any bid without assigning any reasons for the same. Failure to provide all information or conceal any information material to award of contract shall be at bidder's own risk and may result into rejection of the proposal.
- 28) Each bidder shall submit period of validity of the bid document, which shall not be less than 180 days.
- 29) The successful bidder shall give a certificate of Compliance for all its statutory obligations.
- 30) The Bid Schedule shall be as under:

1	Notice inviting Tender	15/07/2015 at 3:00 PM
2	Pre-bid meeting with prospective bidders	30/07/2015 at 3:00 PM
3	Last Date of Receipt of Bid Proposals	05/08/2015 at 11:00 AM
4	Opening of Technical Bid	05/08/2015 at 03:00 PM
5	Presentation on Technical Bid	07/08/2015 at 03:00 PM
6	Intimation of results of Technical Bids	13/08/2015 at 03:00 PM
7	Opening of Financial Bids	14/08/2015 at 03:00 PM
8	Selection and Award of Assignment	21/08/2015

- 31) Any modification in the offers after the opening of bids proposal will not be considered.
- 32) A Power of Attorney duly notarised by the Notary Public on a non judicial stamp paper of Rs. 100/- , indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, shall be submitted.
- 33) The tender document can be either downloaded from the Commission's website (<http://www.derc.gov.in/>) or a copy may be obtained from the Commission's office.
- 34) In case, any information/clarification is required in respect of tender, the representatives of the bidder may visit DERC Office during Pre-Bid meeting/forward their queries at least 1 hour before the schedule date and time of pre-bid meeting. If required, the representatives of the bidder may also visit DERC Office during working hours 9:30 AM to 6:00 PM (on working days) before Technical Bid Opening date to seek clarification.
- 35) Quotations received after the given date and time will not be considered. DERC Office will not be responsible for any postal delay.
- 36) Bids to be submitted in a sealed envelope clearly indicating "*Appointment of Auditors for Audit of Current Operational Electricity Billing System in BRPL, BYPL TPDDL and NDMC*" respectively both contained in the main envelope duly sealed which shall be open on the scheduled date.
- 37) The bids should be sent by post or deposited in Tender Box available at Reception of DERC from 16/07/2015 upto 11:00 AM on 05/08/2015 at the following address duly marked:

**The Secretary,
Delhi Electricity Regulatory Commission,
Viniyamak Bhawan,
C-Block, Shivalik, Malviya Nagar,
New Delhi – 110 017.
Telefax: 011-26673608,
E-mail: secyderc@nic.in**

- 38) DERC reserves the right to accept or reject any or all the bids without assigning any reason.

PROPOSAL SUBMISSION FORM

To,

The Secretary,
Delhi Electricity Regulatory Commission
Viniyamak Bhawan,
C-Block, Shivalik,
Malviya Nagar,
New Delhi – 110 017

Sir/Madam,

We, the undersigned, offer to provide the services for undertaking the assignments relating to _____ in accordance with your bid document ref. _____ dtd. ____.

We are hereby submitting our proposal for undertaking the assignment in one Original and two copies marked as “Original” and Copy no.-1 and Copy no.-2 respectively in the prescribed formats, which includes the Technical Proposal and the Financial Proposal sealed under separate envelopes. Each page of the proposal has been numbered and signed by the Authorized Signatory.

A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity is enclosed.

It is also confirmed that presently we are not handling any assignment that would be in conflict with this assignment or place us in a position of not being able to carry out this assignment objectively and impartially.

Demand drafts/pay orders no. _____ dated. _____ for **Rs. 10,000/-** (Rupees ten thousand only) as EMD, in favour of Secretary, DERC payable at New Delhi is enclosed herewith.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

Name of the Bidder:

Encl. As above

List of activities required to be under taken:

- 1) The major activities to be covered in Scope of Work would involve determining/ascertaining and verification/reconciliation in respect of the following for the period 1st April, 2014 to 30th June, 2015.

A. Billing and Metering System

(I) Pre billing activity

- a) whether all the consumers in the area of distribution licensees has metered connection. If NO, then
 - i. reasons for unmetered supply, if any, and
 - ii. breakup of Consumers having metered & unmetered supply in terms of:
 - (a) number of consumers,
 - (b) energy supplied and
 - (c) the financial value .
- b) whether Meter reading for all the consumers is being entered into the billing system on a fixed interval (i.e. monthly, bi-monthly etc.)
- c) the number and Percentage of consumers in each billing cycle where meter reading has been missed and follow-up action thereof.
- d) the number and Percentage of consumers where manual meter reading has been entered into the system along with the quantum of energy and the amount involved thereof.
- e) the number and Percentage of consumers where meter reading has been entered automatically without manual intervention .
- f) percentage of rejected meter readings both in case of automatic meter reading by the system as well as manual meter reading together with the quantum of energy and the amount involved thereof.
- g) the Steps taken for removing the discrepancy for such cases where meter readings have been rejected by the system or otherwise.
- h) Reconciliation of number of consumers with meter reading received during a particular period.
- i) Steps taken for those consumers where meter reading has not been received during a particular cycle.
- j) Whether audit trail is being maintained by the system. If not, the reasons thereof.

- k) Whether exception report is being generated by the system. If not, the reasons thereof.
- l) Action taken report from the management on cases of exceptional meter reading (i.e. unusually high meter reading for a particular billing cycle compared to past average, opening meter reading is higher than closing meter reading etc.)

(II) Processing of Bills

- a) Whether all the consumers have pre-defined sanctioned load and other parameters necessary for generation of bills is available in the system. If NO, the reasons thereof.
- b) Whether bills are being raised as per the specified billing cycle. If NO, then what is the deviation, in terms of Number of Consumers as well as Energy. In all such cases, whether the financial adjustment has been given to the consumer pursuant to Commission's directions/orders.
- c) Whether Fixed charges are being calculated based on the applicable tariff schedule and Regulations.
- d) whether Provision of Time of Day metering and computation of corresponding Tariff against all the consumers who are covered under Time of Day Tariff is available in the system or not. If NO, the reasons thereof and how the metering and computation of Tariff for such TOD consumers is being undertaken.
- e) Efficacy and correctness of metering and billing system in respect of various elements of billing, such as:
 - i. Provision of PPAC computation available in the system as per applicable orders.
 - ii. Provision of energy charges computation as per slabs/categories defined in the applicable tariff schedule.
 - iii. Provision of voltage discount into the system.
 - iv. Provision of KVAH and KWH billing into the system as per applicable category.
 - v. Computation of 8% additional surcharge.
 - vi. Computation of electricity duty
 - vii. Interest on consumers security deposit.
 - viii. Additional SLD Charges.
 - ix. Computation for enforcement/theft cases as per applicable Rules/Regulations.
 - x. Computation of temporary surcharge.
 - xi. Computation of penalty for load violation as per applicable Regulations.

- xii. Computation of surcharge and rebate based on ToD slot as per applicable tariff schedule.
- xiii. Maintenance charges of street lights.
- xiv. Load violation surcharge.
- xv. Computation of subsidy, wherever applicable.
- xvi. Provision of providing annual discount based on number of bills raised –and this being regularly done or not? Default analysis if any to be checked.

(III) Post Billing Activity:

- a) Re-conciliation of consumers into the system with meter reading entered into the system and bills issued.
- b) Action taken report for the consumers where bills have not been issued during a particular cycle.
- c) The reasons for non-issuance of bills where meter reading is available.
- d) Exception report generated from the system.
- e) Action taken on exception report generated by the system.

B. Activities Related to Collection:

- a) Whether collection is being credited against particular bills.
- b) Treatment of under/over collection against particular bills.
- c) Whether system accepts cash payments more than prescribed limit-safeguards to prevent cash collection beyond authorized amount of Rs. 4000/-
- d) Action taken report in case of outstanding more than due date as per applicable Rules/Regulations.
- e) Control over collection accounts.
- f) Designated bank accounts/agencies where the collection against bills is deposited.
- g) Transfer from collection account to designated operational account.
- h) Mode of payment recorded into the system i.e. cash/cheque/credit card etc.
- i) Identification of Centers of collection i.e. own account, internet, mobile payment, designated drop banks etc.

C. Regulatory Reports

- a) Whether Form 2.1a as prescribed by the Commission is generated automatically through the billing system

- b) Whether other regulatory reports are being generated manually or through the system

D. Verification of Corrective Actions:

In this important stage, whether verification of successful implementation of the corrective action has been taken on the finding of the auditor and details thereof.

The Scope of Work will be majorly governed by various Regulations/Acts as follows:

- a) Electricity Act, 2003
- b) National Tariff Policy
- c) Delhi Electricity Supply Code & Performance Standards Regulations 2007
- d) Delhi Electricity Supply Code and Performance Standards (Amendment) Regulations, 2015
- e) Multi Year Tariff Regulations 2011 for Generation, Transmission and Distribution
- f) State Grid Code Regulations, 2008 and Amendments
- g) Delhi Electricity Regulatory Commission (Net Metering for Renewable Energy) Regulations, 2014
- h) Delhi Electricity Regulatory Commission (Demand Side Management) Regulations, 2014
- i) Delhi Electricity Regulatory Commission Comprehensive (Conduct of Business) Regulations, 2001 and Amendments
- j) Delhi Electricity Regulatory Commission (terms and conditions for Open Access) Regulations, 2005 and Amendments
- k) Tariff Order issued by the Commission
- l) Specific regulatory orders issued by the Commission from time to time.

Power of Attorney for Lead Member of Consortium
(Refer Clause 3 of general terms and conditions)

Whereas the(the “Authority”) has invited bids from pre-qualified and short-listed parties for theProject (the “Project”).

Whereas,,and

(collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at....., M/s.....,having our registered office at,(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s , having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (herein referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium , all or any of such acts ,deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writing ,accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority , and/ or any other Government Agency or any person , in all matters in connection with or relating to or arising out of the Consortium bid for the Project and/or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the power hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXCEURED THIS POWER OF ATTORNEY ON THIS.....DAY OF20.....

For.....
(Signature, Name & Title)

For.....
(Signature, Name & Title)

For.....
(Signature, Name & Title)

(Executants)
(To be executed by all the members of the Consortium)

Witness:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

<u>TECHNICAL BID</u>		Annexure-B
S. No.	Particular	
1.	Name of the bidder	
2.	Single Firm/Consortium, details to be provided (copy to be attached)	
3.	Bidder Registration No. (copy to be attached)	
4.	Pan No. (copy to be attached)	
5.	Service Tax Registration No. (copy to be attached)	
6.	TIN No. (copy to be attached)	
7.	CAG Empanelment no. with year (copy to be attached)	
8.	Address of the Bidder (Head Office/Registered Office)	
9.	Phone No. & Fax No.	
10.	Year of Establishment of the Bidder	
11.	No. of Partners	
12.	Name of Partners & membership no.	
13.	No. of Employees Regular	
14.	No. of CISA/DISA certified professionals	
15.	No. of SAP Experts	
16.	No. of Electrical Engineers	
17.	No. of Companies for which Billing and Metering Audit was carried out (list of be given as separate annexure alongwith credentials)	
18.	No. of Power Distribution Companies, if any, for which Billing and Metering Audit has been carried out (Name to be given as separate annexure alongwith credentials)	

19.	Name of person responsible for DERC assignment and his /her team (with academic qualification & experience):		
	Particulars	Educational Qualification	Experience (in yrs.)
	TEAM LEADER
	TEAM MEMBER - 1
	TEAM MEMBER – 2
	TEAM MEMBER - 3
	
20	Estimated time for completion		
21	Any other information		

Name & Signature of the Authorized Person
(Stamp)

FINANCIAL BID for BRPL

Name of the Bidder:

Sl. No.	Particular	Amount in Rs	Amount in Words
1.	TOTAL BID AMOUNT (in Rs.) (Exclusive of taxes)		

Name & Signature of the Authorized Person
(Stamp)

FINANCIAL BID for BYPL

Name of the Bidder:

Sl. No.	Particular	Amount in Rs	Amount in Words
1.	TOTAL BID AMOUNT (in Rs.) (Exclusive of taxes)		

Name & Signature of the Authorized Person
(Stamp)

FINANCIAL BID for TPDDL

Name of the Bidder:

SI.No.	Particular	Amount in Rs	Amount in Words
1.	TOTAL BID AMOUNT (In Rs.) (Exclusive of taxes)		

Name & Signature of the Authorized Person
(Stamp)

FINANCIAL BID for NDMC

Name of the Bidder:

Sl. No.	Particular	Amount in Rs	Amount in Words
1.	TOTAL BID AMOUNT (in Rs.) (Exclusive of taxes)		

Name & Signature of the Authorized Person
(Stamp)

(Contract Agreement to be signed by Consultant with DERC)

This ARTICLES OF AGREEMENT made on this day of2015

BETWEEN:

Delhi Electricity Regulatory Commission a statutory Body set up by the Government of NCT of Delhi under the Delhi Electricity Reforms Act, 2000 and having its office at Viniyamak Bhawan, C-Block, Shivalik, Near Malviya Nagar, New Delhi – 110 017, hereinafter referred to as the “Commission”) (which expression shall unless excluded by or repugnant to the context or meaning thereof, includes its successors and permitted assigns) of the FIRST PART

AND

_____ Company registered under the Companies Act, 1956 and having its office at, _____ hereinafter referred to as the _____ Consultant (which expression shall unless excluded or repugnant to the context or meaning thereof include its successors and permitted assigns) of the SECOND PART.

(The Commission and the _____ are individually referred to as the “Party” and collectively as the “parties”).

WHEREAS the Commission has awarded the contract on the basis of open bids to the party of the SECOND PART as a Consultant for Appointment for Audit of Billing and Metering system of Current Operational Electricity Billing System in BSES Rajdhani Power Limited (BRPL), BSES Yamuna Power Limited (BYPL) ,Tata Power Delhi Distribution Limited (TPDDL) and New Delhi Municipal Council (NDMC) more precisely explained in the ‘Terms of Reference’ contained in the bid document dated_____”.

M/s _____ have agreed to provide services to the Commission on the terms and conditions hereinafter contained.

NOW Parties to these Present hereby agree as follows:

1. _____ is hereby the Commission for the aforementioned assignment.
_____ shall commence the assignment from zero date, which is hereby mutually agreed between the Commission and the Consultant as _____.
2. The Consultant shall execute and complete the assignment as per the workplan and activity schedule mentioned herein.

WORK PLAN AND ACTIVITY SCHEDULE

S. No.	Description	Time (No. of days)
1	Placement of officers of the Consultant at DISCOMs office	
2	Submission of Draft Report to DERC	
3	Presentation to the Commission	
4	Submission of Final Report to DERC	

Scope of Work:

3. The Scope of Work will be majorly governed by various Regulations/Acts as follows:
 - a) Electricity Act, 2003
 - b) National Tariff Policy
 - c) Delhi Electricity Supply Code & Performance Standards Regulations 2007
 - d) Delhi Electricity Supply Code and Performance Standards (Amendment) Regulations, 2015
 - e) Multi Year Tariff Regulations 2011 for Generation, Transmission and Distribution
 - f) State Grid Code Regulations, 2008 and Amendments
 - g) Delhi Electricity Regulatory Commission (Net Metering for Renewable Energy) Regulations, 2014
 - h) Delhi Electricity Regulatory Commission (Demand Side Management) Regulations, 2014
 - i) Delhi Electricity Regulatory Commission Comprehensive (Conduct of Business) Regulations, 2001 and Amendments
 - j) Delhi Electricity Regulatory Commission (terms and conditions for Open Access) Regulations, 2005 and Amendments
 - k) Tariff Order issued by the Commission
 - l) Specific regulatory orders issued by the Commission from time to time.
4. The major activities to be covered in Scope of Work are as follows:

Pre billing activity

- a) whether all the consumers in the area of distribution licensees has metered connection. If NO, then
 - i. reasons for unmetered supply, if any, and
 - ii. breakup of Consumers having metered & unmetered supply in terms of:
 - (a) number of consumers,
 - (b) energy supplied and
 - (c) the financial value .
- b) whether Meter reading for all the consumers is being entered into the billing system on a fixed interval (i.e. monthly, bi-monthly etc.)
- c) the number and Percentage of consumers in each billing cycle where meter reading has been missed and follow-up action thereof.
- d) the number and Percentage of consumers where manual meter reading has been entered into the system along with the quantum of energy and the amount involved thereof.
- e) the number and Percentage of consumers where meter reading has been entered automatically without manual intervention .
- f) percentage of rejected meter readings both in case of automatic meter reading by the system as well as manual meter reading together with the quantum of energy and the amount involved thereof.
- g) the Steps taken for removing the discrepancy for such cases where meter readings have been rejected by the system or otherwise.
- h) Reconciliation of number of consumers with meter reading received during a particular period.
- i) Steps taken for those consumers where meter reading has not been received during a particular cycle.
- j) Whether audit trail is being maintained by the system. If not, the reasons thereof.
- k) Whether exception report is being generated by the system. If not, the reasons thereof.
- l) Action taken report from the management on cases of exceptional meter reading (i.e. unusually high meter reading for a particular billing cycle compared to past average, opening meter reading is higher than closing meter reading etc.)

Processing of Bills

- a) Whether all the consumers have pre-defined sanctioned load and other parameters necessary for generation of bills is available in the system. If NO, the reasons thereof.
- b) Whether bills are being raised as per the specified billing cycle. If NO, then what is the deviation, in terms of Number of Consumers as well as Energy. In all such cases, whether the financial adjustment has been given to the consumer pursuant to Commission's directions/orders.
- c) Whether Fixed charges are being calculated based on the applicable tariff schedule and Regulations.
- d) whether Provision of Time of Day metering and computation of corresponding Tariff against all the consumers who are covered under Time of Day Tariff is available in the system or not. If NO, the reasons thereof and how the metering and computation of Tariff for such TOD consumers is being undertaken.
- e) Efficacy and correctness of metering and billing system in respect of various elements of billing, such as:
 - i. Provision of PPAC computation available in the system as per applicable orders.
 - ii. Provision of energy charges computation as per slabs/categories defined in the applicable tariff schedule.
 - iii. Provision of voltage discount into the system.
 - iv. Provision of KVAH and KWH billing into the system as per applicable category.
 - v. Computation of 8% additional surcharge.
 - vi. Computation of electricity duty
 - vii. Interest on consumers security deposit.
 - viii. Additional SLD Charges.
 - ix. Computation for enforcement/theft cases as per applicable Rules/Regulations.
 - x. Computation of temporary surcharge.
 - xi. Computation of penalty for load violation as per applicable Regulations.
 - xii. Computation of surcharge and rebate based on ToD slot as per applicable tariff schedule.
 - xiii. Maintenance charges of street lights.
 - xiv. Load violation surcharge.
 - xv. Computation of subsidy, wherever applicable.
 - xvi. Provision of providing annual discount based on number of bills raised –and this being regularly done or not? Default analysis if any to be checked.

Post Billing Activity:

- a) Re-conciliation of consumers into the system with meter reading entered into the system and bills issued.
- b) Action taken report for the consumers where bills have not been issued during a particular cycle.
- c) The reasons for non-issuance of bills where meter reading is available.
- d) Exception report generated from the system.
- e) Action taken on exception report generated by the system.

Activities Related to Collection:

- a) Whether collection is being credited against particular bills.
- b) Treatment of under/over collection against particular bills.
- c) Whether system accepts cash payments more than prescribed limit-safeguards to prevent cash collection beyond authorized amount of Rs. 4000/-
- d) Action taken report in case of outstanding more than due date as per applicable Rules/Regulations.
- e) Control over collection accounts.
- f) Designated bank accounts/agencies where the collection against bills is deposited.
- g) Transfer from collection account to designated operational account.
- h) Mode of payment recorded into the system i.e. cash/cheque/credit card etc.
- i) Identification of Centers of collection i.e. own account, internet, mobile payment, designated drop banks etc.

Regulatory Reports

- a) Whether Form 2.1a as prescribed by the Commission is generated automatically through the billing system
- b) Whether other regulatory reports are being generated manually or through the system

Verification of Corrective Actions:

In this important stage, whether verification of successful implementation of the corrective action has been taken on the finding of the auditor and details thereof.

Other Issues:

5. The above description of scope of work is purely indicative and not exhaustive.

Changes/additions can be made by DERC as and when required for better understanding the task, and also on the feedback of the Consultant from time to time to enhance the value of the study, without changing its basic nature.

6. Consultant shall be paid charges on completion of milestones as contained in Contract Agreement enclosed herewith. All payments as indicated above shall be released within Thirty (30) days of the receipt of invoice subject to adherence to the terms and conditions by the Consultant as per the contract agreement executed between the Consultant and DERC.

7. The Consultant agrees and undertakes that the respective tasks shall be performed & completed only by the personnel mentioned in Annexure-B hereinabove and that if any change in the composition of the said team is necessitated, the CONSULTANT (second party) shall seek prior permission of the Commission to effect the changes.

8. Consultant shall be paid as follows:

- d) For Services Rs. _____ (Rupees _____ only)
- e) Reimbursement of applicable Taxes to be indicated by the Consultant- Rs. _____ (Rupees _____ only)
- f) Total Charges of Rs. _____ (Rupees _____ only):

Milestones as per which invoices for fees shall be raised by Consultant	% of contract value
Submission of Final Report after initial interaction with Commission based on a draft report	70%
Acceptance of report by the Commission	30%

9. The payment of fee to Consultant shall be made by the Commission after the deduction of applicable tax at source.

10. The Consultant shall within one week of signing of this agreement provide performance security by way of Performance Bank Guarantee @ 10% of the total contract value in a format acceptable to the Commission from any scheduled Bank which shall be valid for a period of six months beyond the scheduled completion date,

extendable suitably in case of extension of period of contract.

11. The Commission shall be entitled to evaluate the interim reports submitted by the Consultant in stages and the Consultant shall incorporate / restructure the report/ and auditor's finding as per the recommendations of the Commission within such reasonable time as may be prescribed by the Commission.

12. The Commission shall make payments to the Consultant within 30 days of the date of receipt of Invoice for the individual milestone, in the Commissions' office subject to acceptance of deliverables wherever required unless prevented by reasons beyond its control and in the latter case the Consultant shall not be entitled to claim any interest or damages on account of such delay.

13. The Consultant shall be liable to the Commission for the performance of its obligations in this Agreement as a result of any default of the Consultant except the following limitations:

a. The Consultant shall not be liable for any damage or injury caused by or arising out of the act, omission, neglect or default of any person other than the Consultant.

b. The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant has no control.

c. The total liability of the Consultant under this clause shall be limited to 10% of the charges mentioned in Clause 3 except for gross negligence or any damage on account of the Consultant, for which the Consultant shall be fully liable.

d. It is mutually agreed between the parties that the time will be the essence of this CONTRACT/AGREEMENT. The Consultant, (the party of the second part,) shall adhere to the time schedule as prescribed in this AGREEMENT and complete the work within the stipulated time frame, failing which the party of the second part would be liable for a penalty which may go upto Rs.5000/- per day, subject to a maximum of 10% of entire value of contract, for each day of delay beyond the time stipulated in this AGREEMENT, provided that each day of delay beyond time schedule is attributable solely to the CONSULTANT. The Commission's decision in this matter will be binding on all parties.

14. No TA/DA shall be admissible for the Consultant for local journey in connection with the assignment.

15. The Commission reserves its right to amend, foreclose, terminate or cancel the engagement of the Consultant without assigning any reasons. In such cases Consultant shall be paid remuneration after taking into consideration the part of work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by the Commission, and the decision of the Commission shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such cases.

16. Any information of confidential nature, which may be so marked by the Commission, which comes to the knowledge or in the possession of the Consultant or of any of its employees by virtue of their engagement on subject matter of this contract; shall not be disclosed by the Consultant or its employees to any unauthorized person in any manner. Any breach of this clause without prejudice to any other action that may be initiated as per law, shall also subject the Consultant to a liability to pay to the Commission such compensation for damages as may be decided by the Commission keeping in view the nature, manner and motive of the information disclosed and the extent of the damage caused by such unauthorized disclosure.

Provided that any information that was (a) rightfully already known to Consultant at the time of its disclosure, (b) independently developed by Consultant without referring to the Commission's confidential information, (c) known to the public through a source other than Consultant, or (d) disclosed to Consultant by a third party not having an obligation of non disclosure to the proprietor of the information, shall not be deemed to be confidential information for the purposes of this agreement.

Provided further that the obligation of confidentiality on Consultant shall not apply where such confidential information is required to be disclosed under any law.

17. The Consultant undertakes that they are not handling any assignment that would be in conflict with this assignment or place them in a position of not being able to carry out this assignment objectively and impartially..

18. In case the firm fails to fulfill its obligations, the Commission would be entitled to invoke the performance Bank Guarantee as furnished by the firm and the amount mentioned in the Performance Bank Guarantee shall stand forfeited.

19. In respect of any matter for which no provision has been made in this agreement,

the provisions contained in the general instructions of the Government on the subject of engagement of CONSULTANT shall apply. All the letters issued by the Commission and the proposal and clarifications submitted by the CONSULTANT shall form part of this agreement.

20. In case of any differences or disputes between the parties arising out of this AGREEMENT, the matter shall be dealt with in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Delhi courts will have jurisdiction in the matter if the dispute is not settled within the provisions of Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF the Consultant and Secretary to the Commission on behalf of the Commission have hereto put their hands on the day and the year first above written.

()
 Authorised Signatory
 Consultant

()
 Secretary
 DERC

Witness :

1.

2.