

Delhi Electricity Regulatory Commission



Terms and Conditions

For

**Appointment of Chartered Accountants (CAG Empanelled) for
Certification of Repair & Maintenance Expenses (R&M) and
Administration and General Expenses (A&G) for the
FY 2004-05 & FY 2005-06 for:**

- 1) BSES Rajdhani Power Limited (BRPL)**
- 2) BSES Yamuna Power Limited (BYPL)**

March, 2015

Important Mile-stones

Pre-bid meeting with potential Bidders	: 20.04.2015 at 3:00 P.M.
Last date of submission of Bid Proposals	: 27.04.2015 at 3:00 P.M.
Opening of Technical Bids	: 27.04.2015 at 11:00 A.M.
Opening of Financial Bids	: 28.04.2015 at 3:00 P.M.

Sub: Appointment of Chartered Accountants (CAG Empanelled) for Certification of Repair & Maintenance Expenses (R&M) and Administration and General Expenses (A&G) for the FY2004-05 & 2005-06 for BRPL and BYPL

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 experienced Chartered Accountant Firms for Certification of Repair & Maintenance Expenses (R&M) and Administration and General Expenses (A&G), herein after referred to as “Firm” for the FY 2004-05 & FY 2005-06 for BRPL and BYPL.

A general scope of work is enclosed at Annexure-A. The 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 Firm from time to time to enhance the value of the study, without changing its basic nature.

The following general terms and conditions are applicable with regard to submission of quotation for evaluation and award of contract.

- 1) Firm shall be a Registered CA Firm and should have at least 5 years experience in handling similar nature of work for Power Distribution Companies and minimum of 3 partners (details to be provided as per Annexure-B).
- 2) Firm should have experience in Audit of Power Distribution Companies.
- 3) 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).
- 4) DERC has the right to replace the Firm, 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.
- 5) Quotations should be sent in a sealed envelope super-scribing on top of Envelope “*Certification of (R&M) and (A&G) for FY 2004-05 & FY 2005-06 for BRPL & BYPL*”. Accordingly, you are requested to send Technical Bid and Financial bid in two separate sealed envelopes (given as Annexure-A & Annexure-B) placed inside the sealed envelope which shall be marked and opened at the time of opening of respective bids as per schedule of bid opening. The Financial Bid should be separate

for BRPL and BYPL.

- 6) Each page of bid should be numbered and signed by the authorized signatory with the seal of the Firm and the forwarding letter must indicate the details of the enclosures attached.
- 7) The Bidder shall submit only one Original set of the Bid and two copies marked as Copy -1 and Copy -2.
- 8) To quote the fee chargeable on lump-sum basis:
 - a) Exclusive of applicable taxes, but inclusive of all other expenses alongwith detailed profile and past experience of the firm provided at Annexure-B of the firm.
 - b) Fees for the assignment has to be mentioned separately (Annexure- C-1 and C-2).
 - c) No TA/DA shall be admissible for the Firm for local journey in connection with the assignment.
- 9) To be submitted along with the technical offer, an **Earnest Money Deposit (EMD)** of **Rs. 10,000/-** (Rupees ten thousand only) in the form of a Pay Order/Demand Draft in favour of "The Secretary, DERC", payable at New Delhi, in a separate sealed envelope. This must be placed in the sealed cover containing the Technical Bid and Financial Bid.
- 10) Any bid not accompanied with EMD in accordance with the above stipulation shall be rejected as being non-responsive.
- 11) 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.
- 12) EMD shall be refunded to the successful bidder on receipt of Performance Security after award of job.
- 13) The period of validity of the bid shall be 180 days.
- 14) The financial proposals of the technically qualified Firm shall be opened by the Evaluation Committee in presence of those firms whose bids are short listed for financial evaluation. The proposal with lowest Financial Bid shall be awarded the assignment.
- 15) The Bid Schedule shall be as under:

1	Pre-bid meeting with prospective bidders	20.04.2015 at 3:00 P.M.
2	Last Date of Receipt of Bid Proposals	27.04.2015 at 3:00 P.M.
3	Opening of Technical Bid	27.04.2015 at 11:00 P.M.
4	Intimation of results of Technical Bids	27.04.2015 at 3:00 P.M.
5	Opening of Financial Bids	28.04.2015 at 3:00 P.M.
6	Selection and Award of Assignment	Will be intimated later

- 16) Any modification in the offers after the opening of bids proposal will not be considered.
- 17) The successful bidder will enter into Contract Agreement with DERC, within 10 days from the date of Letter of Award, for undertaking the said assignment placed at Annexure-D.
- 18) 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.
- 19) 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.
- 20) In case, any information/clarification is required in respect of tender, the representatives of the firm 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 firm may also visit DERC Office during working hours 9:30 am to 6:00 pm (Monday-Friday) before Technical Bid Opening date to seek clarification.
- 21) Quotations received after the given date and time will not be considered. DERC Office will not be responsible for any postal delay.
- 22) Bids to be submitted in a sealed envelopes clearly indicating *“Technical Bid for Certification of R&M and A&G for FY 2004-05 & FY 2005-06 for BRPL and BYPL”* & *“Financial Bid for Certification of R&M and A&G for the FY 2004-05 & FY 2005-06 for BRPL and BYPL”* respectively both contained in the main envelope duly sealed which shall be open on the scheduled date.
- 23) The bids should be sent by post or deposited in Tender Box available at Reception of DERC from 10.04.2015, on or before 27.04.2015 at 3:00 P.M. at following address duly mark:

**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**

24) 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. _____ dtd. _____ for **Rs. 10,000/-** 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 Firm:

Encl. As above

Scope of Work:

- 1) The officers of the selected firm shall be deputed in offices of BRPL and BYPL and submit report to the Commission on R&M and A&G expenses for FY2004-05 and FY 2005-06 under the following heads for BRPL and BYPL:
 - a) Item-wise break up of expenses on monthly basis
 - b) Vouchers and bills raised for such expenses
 - c) Details of payments made in respect of such expenses.
 - d) All such data to be duly covered in the Audited Annual Reports by Statutory Auditors.
- 2) The said Report to be submitted to the Commission within one (1) month from the issuance contract.
- 3) The staff of the Commission may call the officers of the firm for sampled verification of vouchers provided by BRPL/BYPL.

TECHNICAL BID

Sl.No.	Particular	
1.	Name of the Chartered Accountant firm	
2.	Firm Registration No.	
3.	Pan No.	
4.	Service Tax Registration No.	
5.	TIN No.	
6.	CAG Empanelled or not	
7.	Address of the Firm (Head Office/Registered Office)	
8.	Phone No. & Fax No.	
9.	Year of Establishment of the Firm	
10.	No. of Partners	
11.	Name of Partners & membership no.	
12.	No. of Employees Regular (Paid CA's)	
13.	No. of Companies for which audit was carried out during last year (list of be given as separate annexure)	
14.	No. of Power Distribution Companies, if any, for which audit has been carried out in last 5 years (Name to be given as separate annexure)	
15.	me of CA responsible for DERC assignment and his /her team with academic qualification)	
16.	y other information	

Name & Signature of the Authorized Person

FINANCIAL BID for BRPL

Sl.No.	Particular	Amount in Rs	Amount in Words
1.	Name of the Chartered Accountant registered firm		
2.	TOTAL BID AMOUNT (In Rs.) (Exclusive of taxes)		

(Confirmation on terms of Payments)

Name & Signature of the Authorized Person

FINANCIAL BID for BYPL

SI.No.	Particular	Amount in Rs	Amount in Words
1.	Name of the Chartered Accountant registered firm		
2.	TOTAL BID AMOUNT (In Rs.) (Exclusive of taxes)		

(Confirmation on terms of Payments)

Name & Signature of the Authorized Person

(Contract Agreement to be signed by Firm 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 _____ Firm (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 Firm inter alia to certify Repair & Maintenance Expenses (R&M) and Administration and General Expenses (A&G) for FY 2004-05 and FY 2005-06 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 Firm as_____.

The Firm 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 Firm at BRPL and BYPL office	
2	Submission of Draft Report to DERC	
3	Presentation to the Commission	
4	Submission of Final Report to DERC	

Scope of Work

- 1) The officers of the selected firm shall be deputed in offices of BRPL and BYPL on the basis of Authorization Letter of the Commission and submit report to the Commission for R&M and A&G expenses for FY 2004-05 and FY 2005-06 under the following heads:
 - a) Item-wise break up of expenses on monthly basis
 - b) Vouchers and bills raised for such expenses
 - c) Details of payments made in respect of such expenses.
- 2) The said Report to be submitted to the Commission within one (1) month from the date agreed as above in this Agreement.
- 3) The staff of the Commission may call the officers of the firm for sample verification of vouchers/payments being done and get the details of nature of deployed of the Firm Pursuance.

A. Other Issues:

- (i) 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 Firm from time to time to enhance the value of the study, without changing its basic nature.
- (ii) Firm 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 Firm as per the contract agreement executed between the Firm and DERC.

2. The Firm 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 FIRM (second party) shall seek prior permission of the Commission to effect the changes.

3. Firm shall be paid as follows:

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

Milestones as per which invoices for fees shall be raised by Firm	% of contract value
Submission of Final Report	70%
Acceptance of report by the Commission	30%

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

4. The Firm 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.

5. The Commission shall be entitled to evaluate the interim reports submitted by the Firm in stages and the Firm 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.

6. The Commission shall make payments to the Firm 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 Firm shall not be entitled to claim any interest or damages on account of such delay.

7. The Firm shall be liable to the Commission for the performance of its obligations in this Agreement as a result of any default of the Firm except the following limitations:
 - a. The Firm 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 Firm.
 - b. The Firm shall not be liable for any loss or damage caused by or arising out of circumstances over which the Firm has no control.
 - c. The total liability of the Firm 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 Firm, for which the Firm shall be fully liable.
8. No TA/DA shall be admissible for the Firm for local journey in connection with the assignment.
9. The Commission reserves its right to amend, foreclose, terminate or cancel the engagement of the Firm without assigning any reasons. In such cases Firm 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.
10. 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.
11. Any information of confidential nature, which may be so marked by the Commission, which comes to the knowledge or in the possession of the Firm or of any of its employees by virtue of their engagement on subject matter of this contract; shall not be disclosed by the Firm 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 Firm 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 Firm at the time of its disclosure, (b) independently developed by Firm without referring to the Commission's confidential information, (c) known to the public through a source other than Firm, or (d) disclosed to Firm 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 Firm shall not apply where such confidential information is required to be disclosed under any law.

12. The Firm undertakes that they 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.
13. It is mutually agreed between the parties that the time will be the essence of this CONTRACT/AGREEMENT. The Firm, (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 FIRM. The Commission's decision in this matter will be binding on all parties.
14. In case the party of the second part fails to fulfil its obligations, the Commission would be entitled to invoke the performance Bank Guarantee as furnished by party of the second part and the amount mentioned in the Performance Bank Guarantee

shall stand forfeited.

15. 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 FIRM shall apply. All the letters issued by the Commission and the proposal and clarifications submitted by the FIRM shall form part of this agreement.

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

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Authorised Signatory

Firm

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Secretary

DERC

Witness :

1.

2.