

# Delhi Electricity Regulatory Commission



**Tender**  
**For**  
**Study of Distribution System and Preparation of Perspective Plan for**  
**Delhi Discoms**

**March 2012**

**Viniyamak Bhavan**  
**C-Block, Shivalik**  
**Malviya Nagar**  
**New Delhi 110017**

# Bid For Appointment of consultants

(March 2012)

## Terms and Conditions

1.	<p><b>DELHI ELECTRICITY REGULATORY COMMISSION</b> invites bids for Appointment of Consultants for Study of Distribution System and Preparation of Perspective Plan for Delhi Discoms viz BSES Rajdhani Power Limited (BRPL), BSES Yamuna Power Limited (BYPL), TATA Power Delhi Distribution Limited (TPDDL) &amp; New Delhi Municipal Corporation (NDMC) in NCT of Delhi.</p> <p><b>Method of selection:</b> QCBS (Quality &amp; Cost Based System)</p>
2.	<p>Delhi Electricity Regulatory Commission (hereinafter referred to as the DERC or the Commission) is a body corporate set up by the Government of National Capital Territory of Delhi under the Delhi Electricity Reforms Act, 2000. Some of the major responsibilities assigned to the Commission are:</p> <p>(a) To determine tariff for electricity including wholesale, bulk or retail and for the use of transmission facilities in the National Capital Territory of Delhi</p> <p>(b) To regulate power purchase and procurement process of the distribution licensees including the price at which the power shall be procured from generating companies/stations etc. in the National Capital Territory of Delhi</p> <p>(c) To issue and regulate the licences for transmission, bulk supply, distribution or supply of electricity in the National Capital Territory of Delhi</p> <p>(d) To promote competition efficiency and economy in the activities of the electricity industry in the National Capital Territory of Delhi</p> <p>(e) To regulate the operation of power system in the National Capital Territory of Delhi</p>
3.	<p>The Commission is in the process of hiring of consultancy services for under taking Perspective Plan for Study of Distribution System and Preparation of Distribution Utilities in Delhi.</p> <p><b><u>Scope of Work / Terms of Reference</u></b> : The scope of work/terms of reference shall be as under:</p> <ol style="list-style-type: none"><li>1. Technical Study of existing distribution system, from 66/33 kV to LT network including grid connected renewable energy sources.</li><li>2. Preparing 5 year perspective plan for augmentation of existing electrical system (lines, transformers and sub-stations) Sub-transmission and distribution system in Delhi.</li><li>3. This shall be based on Modelling Sub-transmission (radial system) and distribution network up to distribution transformer for each utility area.</li></ol>

	<ol style="list-style-type: none"> <li>4. Integrated modeling of Delhi area system for overall peak power requirement and demand projection for 2/5 years (short/long term) plan.</li> <li>5. Establishment of AT&amp;C loss, distribution loss and its segregation into technical and commercial losses at each voltage level viz., 66/33/11 and LT.</li> <li>6. Suggestions for technical loss and voltage improvement.</li> <li>7. Use of energy efficient equipment and reduction of loss.</li> <li>8. Broad bill of quantity of major equipment on lump sum basis.</li> <li>9. Assessment of Fund requirement</li> <li>10. Standardization of various modules/elements of the distribution network especially with regard to design criteria.</li> <li>11. 2/3 scenarios based alternative design criteria along with financial outlay.</li> <li>12. Standardisation of planning norms for Sub-transmission and distribution systems.</li> <li>13. Broad Recommendation on upgradation of transmission capacity requirement.</li> </ol>
4.	<p><b>Submission of Report:</b> The consultant shall prepare and submit the report to the Commission, as per the aforesaid Scope of Work/ Terms of Reference.</p>
5.	<p><b>Completion of Assignment:</b> - The consultant shall complete the assignment within three months from the date of award . The Commission shall review the progress every fortnight. The Commission may relax completion period, if there are reasons beyond the control of consultant to complete the assignment; however no extra payment shall be granted for such delay.</p>
6.	<p>The address for submission of proposal and requesting clarifications is:  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</p>
7.	<p>The Consultant should possess expertise in the following areas:</p> <ul style="list-style-type: none"> <li>• Proven experience in distribution system study. The relevant documents of such experience shall also be submitted alongwith Technical Bid. Consultant will have</li> </ul>

	to demonstrate experience in the above field.
8.	For this assignment, consultants shall set up a project office in Delhi and deploy adequate resources during the course of this assignment and endeavour to ensure completion as per schedule.
9.	Consultants who can commit full time manpower on regular employment exclusively for the assignment of the Commission will be eligible for consideration. The Commission will require firm assurance in the Technical bids itself that the professional staff committed for the assignment will be actually working and dedicated for the task. The key professional staff shall be the same as proposed in the Form 2 of the TOR and normally not be changed during the course of the assignment unless both parties agree.
10.	<p>Bidder can either be a consultant firm or consortium, with one lead consultant for submitting the proposals. Where the bid is submitted by a consortium, the written consent of each member of the consortium to participate in the bid on the basis of joint and several liabilities to the DERC for the performance of the services shall be provided along with the bid. There should be a written, binding agreement between the members of the consortium.</p> <p>The bid shall be submitted by the lead consultant alongwith the copy of the arrangement/agreement. Change in consortium shall not be permitted unless approved by the Commission.</p>
11.	<p>The Consultant shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Commission or that may reasonably be perceived as having this effect.</p> <p>Bidders shall furnish whether they have undertaken any such work for the Utilities in Delhi. Wherever any party is currently undertaking any of the above work or has undertaken the same over the last three years for any Utility in Delhi, the bidder may not be assigned the work related to that particular Utility.</p> <p>The Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to their other clients or that may place them in a position of not being able to carry out the assignments objectively and impartially. The Commission's decisions in these matters will be final and binding on all parties.</p>

12.	<p>i. Proposals, all related documents and subsequent reports (in case of selection as Consultant) shall be submitted in ENGLISH only.</p> <p>ii. Consultants are required to quote the prices in Indian currency only exclusive of taxes and other statutory levies.</p> <p>Proposals must remain valid for 3 calendar months from the date of opening of the bids. The bids valid for a period shorter than the specified period shall be rejected as being non-responsive.</p>																		
13.	<p>The Bid Schedule shall be as under:</p> <table border="1" data-bbox="352 595 1493 927"> <tr> <td>1</td> <td>Pre-bid meeting with prospective bidders</td> <td><b>27-03-2012 at 1500 hrs.</b></td> </tr> <tr> <td>2</td> <td>Last Date of Receipt of Bid Proposals</td> <td><b>12-04-2012 at 1500 hrs</b></td> </tr> <tr> <td>3</td> <td>Opening of Technical Bids</td> <td><b>12-04-2012 at 1600 hrs</b></td> </tr> <tr> <td>4</td> <td>Evaluation results of Technical Bids</td> <td><b>17-04-2012 at 1500 hrs</b></td> </tr> <tr> <td>5</td> <td>Opening of Financial Bids</td> <td><b>17-04-2012 at 1600 hrs</b></td> </tr> <tr> <td>6</td> <td>Selection and Award of Assignment</td> <td><b>20-04-2012</b></td> </tr> </table> <p>Note : The time line for S.No. 4, 5 &amp; 6 may be changed in the interest of expediting the work.</p>	1	Pre-bid meeting with prospective bidders	<b>27-03-2012 at 1500 hrs.</b>	2	Last Date of Receipt of Bid Proposals	<b>12-04-2012 at 1500 hrs</b>	3	Opening of Technical Bids	<b>12-04-2012 at 1600 hrs</b>	4	Evaluation results of Technical Bids	<b>17-04-2012 at 1500 hrs</b>	5	Opening of Financial Bids	<b>17-04-2012 at 1600 hrs</b>	6	Selection and Award of Assignment	<b>20-04-2012</b>
1	Pre-bid meeting with prospective bidders	<b>27-03-2012 at 1500 hrs.</b>																	
2	Last Date of Receipt of Bid Proposals	<b>12-04-2012 at 1500 hrs</b>																	
3	Opening of Technical Bids	<b>12-04-2012 at 1600 hrs</b>																	
4	Evaluation results of Technical Bids	<b>17-04-2012 at 1500 hrs</b>																	
5	Opening of Financial Bids	<b>17-04-2012 at 1600 hrs</b>																	
6	Selection and Award of Assignment	<b>20-04-2012</b>																	
14.	<p>i. Separate Technical and Financial proposals are required to be submitted for the assignment. Separate sealed cover shall be submitted for the Financial and Technical Bids and the same sealed in a large envelope. The Bidder shall submit only one original set of the Bid. The envelopes shall mention name of assignment and nature of Bid (Technical/Financial) at the top and the name of the submitting bidder at the left hand corner of the envelope. The bids shall be submitted in the enclosed formats (Form 1 to 6).</p> <p>ii. The <b>Estimated Cost</b> of the Consultancy Assignment is about Rs 20 Lakh.</p> <p>ii. The technical offer(s) shall be accompanied by an <b>Earnest Money Deposit</b> of Rs. 20000/- (Rupees Twenty Thousand only) in 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.</p> <p>iii. The bidder shall meet the following minimum criteria:-</p> <p>(a) Minimum Annual Turnover (MAT) of the bidder for the last five financial years as annualized should be more than One Crore.</p> <p>(b) The bidders shall submit copies of Annual Financial Report (Balance Sheet and profit &amp; Loss A/c) of last three years, PAN/TIN No. and filing of Income Tax return for last three years.</p> <p>iv. The Technical bids shall not indicate particulars of the Financial bids otherwise the</p>																		

	<p>bids shall be liable to be rejected. All Technical documents like literature, catalogues, etc. shall be placed in the same sealed cover.</p> <p>v. The proposal shall clearly indicate the names and designations of the persons who shall be available to the Commission on full time basis along with the time schedule of availability of other team members showing the exact times of their availability for in accordance with <b>Form 4</b>.</p> <p>vi. 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.</p> <p>vii. 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, shall be submitted.</p>
15.	<p><b>Criterion for Technical evaluation-</b></p> <ul style="list-style-type: none"> <li>• <u>Specific experience of the Consultants</u> relevant to the similar assignment with preference being given to projects of Regulatory Commission and Utility in Power Sector.</li> <li>• <u>Adequacy of the proposed methodology and work plan</u> - The qualifying proposal should qualify under all the sub-criteria, viz.       <ol style="list-style-type: none"> <li>(a) <b>Technical approach &amp; methodology</b> – The consultants 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 be adopted and highlight the compatibility of those methodologies with the proposed approach.</li> <li>(b) <b>Work plan</b> - 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.</li> <li>(c) <b>Organisation &amp; Staffing</b> - The consultant 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.</li> </ol> </li> <li>• <u>Qualification and competency of the Key professional staff</u> will be evaluated giving due preference to the man-weeks committed by the Team Leader and</li> </ul>

other professionals, who will be actually working on the project. The sub-criterion to be followed for evaluation of the key professionals shall be (a). Educational Qualifications and (b). Adequacy for the assignment/job (i.e. experience in carrying out similar assignments/Jobs).

(d) As per DERC (Appointment of Consultants) Regulations, 2001, the marks to be used for technical evaluation of the proposal will be as under:

Criterion	Range of marks
The Consultants relevant experience for the assignment	20
The quality of the methodology proposed	30
The qualifications of the Key staff proposed	45
The extent of transfer of knowledge to the staff of the Commission	5

16. 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 consultants whose proposals do not meet the minimum qualifying mark or are considered non-responsive to the Technical requirement 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 on scheduled date or as intimated by the Commission. The score under the Technical Bid will have a weightage of 70% while the Financial Bid will have a weightage of 30% in the net score of the bidder.

17. **Financial Evaluation:**  
 The financial proposals of the pre-qualified Consultants shall be opened by the Evaluation Committee in presence of those consultants 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.
- ii. Evaluation of financial bids shall entail selection of consultant 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.
- iii. In case, number of qualified bidders are less, the Commission may award work of

	<p>two or more utilities to one bidder. However, the Commission will prefer awarding only work of one utility to a qualified lowest bidder in the interest of expediting the work,</p> <p>iv. If one of the qualified bidders is L1 in more than one utility, he will have to convince the Commission that he has adequate resources to do the work of another utility in scheduled time. Otherwise, Commission will have the right to award the tender to other bidders as per rules. In such a case, L2 will be asked to match the financial bid of L1 if it is higher than the financial bid of L1.</p>
<p>18.</p>	<p>The Commission will discuss with the selected bidder (i.e. bidder with the highest score) and discuss the detailed work plan with them. Any suggestions that the bidder has, related to staff details, activities to be undertaken by the consultants, reporting, etc. as also the inputs required from the DERC to ensure satisfactory implementation of the assignment, shall be discussed with the bidder and finalized. These discussions will be on the strict understanding that the amount quoted in the Bid document will not be increased for any reason whatsoever.</p>
<p>19.</p>	<p>Having selected the Consultant, DERC shall award a contract on the basis of the staff named in the proposal and, prior to the award of contract, shall require an assurance that the staff mentioned in the Form 2 of the Bid document will be actually available and deployed for this assignment. DERC will not consider substitutions during the contract period except in cases of genuine hardship subject to the satisfaction of the Commission.</p> <p>DERC may hold review meetings fortnightly, or more frequently if so needed, with the Consultant during which senior/key personnel of Consultant shall be present.</p>
<p>20.</p>	<p>i. The successful bidder shall enter into a contract agreement with the Commission in the prescribed format as per <b>Annexure 'III'</b> and shall commence the assignment as per schedule assigned by the Commission.</p> <p>ii. The successful bidder shall furnish a "Performance Bank Guarantee" equal to 10% of the value of contract, which shall be valid for 60 days after the completion of the assignment.</p> <p>iii. If the Consultant, finally selected for award of contract on basis of above procedure, fails to enter into a contract within the seven working days from the award of work, the Commission shall invite the consultant who has obtained the second highest score on consideration of Financial and Technical bids for award of</p>



	the contract for carrying out the assignment.										
21.	The consultant shall not utilize or publish or disclose or part with any statistics, data or information collected for the purpose of Commission, without the written consent of the Commission. The consultant shall be duty bound to hand over the entire records of assignment to the Commission before the expiry of the contract.										
22.	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.										
23.	The financial proposal submitted in Form 6 shall be a firm and unconditional proposal for the execution of the scope of assignment given in the contract.										
24.	Deliverables and timelines as per <b>Annexure 'II'</b> : The Consultant shall deliver the following to DERC for above scope of work:- <ul style="list-style-type: none"> <li>• The methodology and work plan of the assignment.</li> <li>• Back-up data/information/documents to justify the physical verification of assets.</li> <li>• Any other report/data incidentally required.</li> <li>• Soft copy of all the documents alongwith source codes</li> </ul>										
25.	The Consultant shall submit separate financial bids in respect of the Scope of work in Form 6. The evaluation shall be made based on the total value of contract.										
26.	Other Issues: The above description of scope of consultancy is purely indicative and not exhaustive. Changes/additions can be made by DERC as a better understanding develops, to enhance the value of the study, without changing its basic nature.										
27.	<p><b><u>Terms of payment</u></b></p> <p>Consultant shall be paid Consultancy charges on completion of milestones as under :</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th><b>Milestones as per which invoices for fees shall be raised by consultant</b></th> <th><b>% of contract value</b></th> </tr> </thead> <tbody> <tr> <td>Mobilization fees</td> <td>10%</td> </tr> <tr> <td>Submission of Draft Report</td> <td>30 %</td> </tr> <tr> <td>Submission of final Report to the Commission</td> <td>40%</td> </tr> <tr> <td>After acceptance of Report on by the Commission.</td> <td>20%</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>○ Consultancy charges in respect of analysis, discussion, support, presentation before the Commission during the meeting etc shall be inclusive in total contract value.</li> </ul>	<b>Milestones as per which invoices for fees shall be raised by consultant</b>	<b>% of contract value</b>	Mobilization fees	10%	Submission of Draft Report	30 %	Submission of final Report to the Commission	40%	After acceptance of Report on by the Commission.	20%
<b>Milestones as per which invoices for fees shall be raised by consultant</b>	<b>% of contract value</b>										
Mobilization fees	10%										
Submission of Draft Report	30 %										
Submission of final Report to the Commission	40%										
After acceptance of Report on by the Commission.	20%										

	<ul style="list-style-type: none"><li>○ No other charges shall be payable . The consultant shall furnish lump sum remuneration / cost including all expenditure such as travelling, stationary, telephone etc. The service charges/taxes shall be quoted separately.</li><li>○ All payments as indicated above shall be released within Thirty (30) days of the receipt of invoice subject to terms and conditions as per the agreement executed between the consultant and DERC</li></ul>
--	--

## **PROPOSAL SUBMISSION LETTER**

To:

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

Madam,

We, the undersigned, offer to provide the consultancy services for undertaking the assignments relating to in accordance with your bid ..... (ref. No. ....)

We are hereby submitting our proposal for 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.

If negotiations are proposed by the Commission at any stage we undertake to negotiate as per the requirement of the assignment. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

A demand draft/pay order no. \_\_\_\_\_ dt. \_\_\_\_\_ for Rs. 20,000/- 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,

**Encl. As above**

Authorized Signatory:  
Name and Title of Signatory:  
Name of the Firm:

**Technical Proposal****Relevant services carried out in the last five years**  
**that best illustrate qualifications**

**(Using the format below, provide information on each reference/assignment for which your firm/entity, individually as a corporate entity or as one of the major companies within an association, was legally contracted)**

1. Assignment Name:	
2. Name & address of the client:	
3. (i) Professional Staff including Senior Staff (Project Director/Coordinator, Team Leader) Provided by Your Firm/entity (attach profiles)  (ii) No. Of Staff-weeks; duration of assignment	
4. Start Date and Completion Date (Month/Year):	
5. Details of Associated Consultants, if any:	
6. No. Of Months of Professional Staff Provided by Associated Consultants	
7. Approx. Value of Services (in Current Indian Rs.)	
8. Experience Certificate (whether provided or not)	

**Note: Please provide documentary evidence (i.e. copy of the work order, contract for each assignment etc.) in the absence of which, the experience shall not be considered for evaluation.**

Authorized Signatory

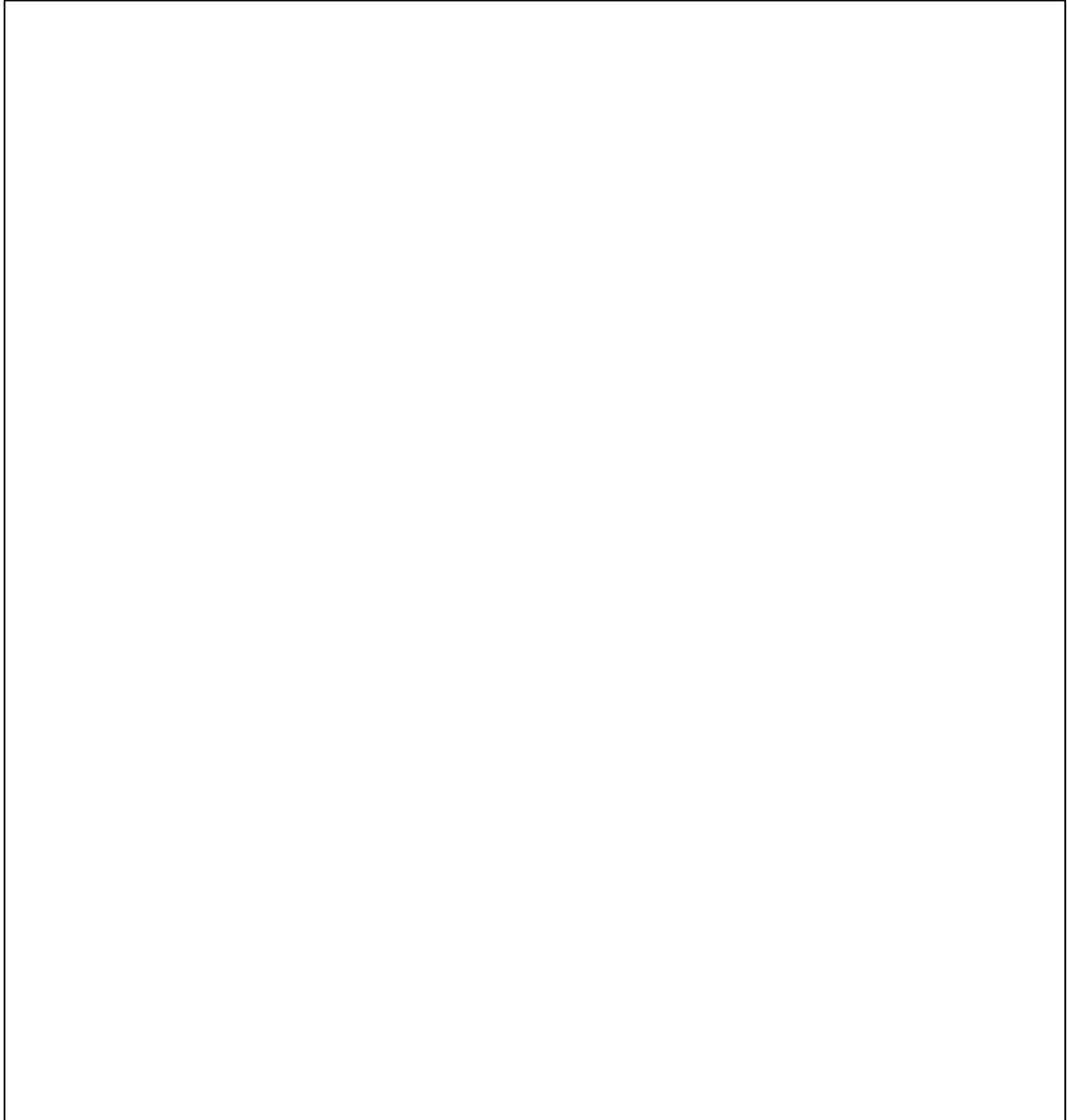
**Technical Proposal**  
**Format of Curriculum Vitae (CV) for proposed**  
**Professional Staff/Key experts**

1. Proposed position	
2. Name of Firm	
3. Name of Staff and Nationality	
4. Profession	
5. Date of Birth	
6. Years with Firm/entity	
7. Membership in Professional Societies	
8. Details of task Assigned	
9. Educational Qualifications	
10. Work undertaken that best illustrates capability to handle the task assigned (mention name of assignment, year, location, employer, main projects, features, position held and activities performed.	

Authorized Signatory

**Technical Proposal**

**Description of the proposed methodology and  
Work plan for performance of the assignment**



Authorized Signatory

**Technical Proposal**

**Format of Task Schedule for Professional Staff proposed for assignment**

<b>Name</b>	<b>Position</b>	<b>TASK</b>	<b>Committed Time schedule (in days/week)</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

Authorized Signatory

**FINANCIAL PROPOSAL SUBMISSION FORM**

To:

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

Sir,

We, the undersigned, offer to provide the consultancy services for undertaking the assignment relating to in accordance with your bid.

We hereby submit our Financial Proposals in Form 6 for the assignment.

We hereby confirm that the financial proposal in Form no.-6 is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modification resulting from Contract negotiations, with by the Commission. Each page of the proposal has been signed by the Authorized Signatory.

We understand that you are not bound to accept any Proposal you receive. We further understand that these costs are all inclusive which include manpower cost, establishment cost, travel expenses and other overheads etc.

**Encl. Form 6**

Yours sincerely,

Authorized Signatory:  
Name and Title of Signatory:  
Name of the Firm:  
Address:



## Financial Proposal

### Summary of cost

<b>Name of Utility</b>	<b>Bid amount Excluding all taxes &amp; statutory levies (Rs.)</b>
BRPL	
BYPL	
TPDDL	
NDMC	

Authorized Signatory

**Deliverables and Timelines as per the following Work Plan &  
Activity Schedule for Study of Distribution System and Preparation  
of Perspective Plan for Delhi Discoms**

<b>S. No.</b>	<b>Description</b>	<b>Time schedule</b>
1	Placement of consultants	Date of award of order
2	Presentation on Methodology by Consultants	
3	Presentation on Progress of work to the Commission	
4	Submission of Draft Report	
5	Presentation on Draft Report to the Commission	
6	Submission of comments/approval of Commission.	
7	Submission of final Report to the Commission.	

**Note:-** The consultant shall fill-up deliverables and timelines as per his proposed activity schedule to complete the assignment within two months.

**( Contract Agreement to be signed by Consultant with DERC )**

This ARTICLES OF AGREEMENT made on this ..... day of .....2012

**BETWEEN:**

**Delhi Electricity Regulatory Commission** a statutory Body set up by the Government of NCT of Delhi under the Delhi Electricity Reform 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, include its successors and permitted assigns) of the FIRST PART

**AND**

\_\_\_\_\_ Company registered under the Companies Act, 1956 and having its office at \_\_\_\_\_, herein after referred to as the \_\_\_\_\_ or 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 bid to the party of the SECOND part as a Consultant for work of Physical Verification of Assets of the Distribution licensees, viz. BSES Rajdhani Power Limited (BRPL), BSES Yamuna Power Limited (BYPL), TATA Power Delhi Distribution Power Limited (TPDDL) explained in the 'Terms of reference' contained in the bid document dated\_\_\_\_\_".

M/S \_\_\_\_\_has agreed to provide consultancy services to the Commission on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESS and the parties hereto respectively agree as follows:

1. \_\_\_\_\_ is appointed as consultant of the Commission for the aforementioned assignment. \_\_\_\_\_ shall commence the assignment from zero date, which is mutually agreed between the Commission and the Consultants as \_\_\_\_\_. The Consultant shall execute and complete the assignment as per the work plan and activity schedule mentioned herein: -

**WORK PLAN AND ACTIVITY SCHEDULE**

S. No.	Description	Time
1	Placement of consultants	
2	Presentation on Methodology by Consultants	
3	Presentation on Progress of work to the Commission	
4	Submission of Draft Report	
5	Presentation on Draft Report to the Commission	
6	Submission of comments/approval of Commission on draft report	
7	Submission of final Report to the Commission	

2. **Scope of Work / Terms of Reference** : The scope of work/terms of reference shall be as under:

1. Technical Study of existing distribution system, from 66/33 kV to LT network including grid connected renewable energy sources.
2. Preparing 5 year perspective plan for augmentation of existing electrical system (lines, transformers and sub-stations) Sub-transmission and distribution system in Delhi.
3. This shall be based on Modelling Sub-transmission (radial system) and distribution network up to distribution transformer for each utility area.
4. Integrated modeling of Delhi area system for overall peak power requirement and demand projection for 2/5 years (short/long term) plan.
5. Establishment of AT&C loss, distribution loss and its segregation into technical and commercial losses at each voltage level viz., 66/33/11 and LT.
6. Suggestions for technical loss and voltage improvement.
7. Use of energy efficient equipment and reduction of loss.

8. Broad bill of quantity of major equipment on lump sum basis.
9. Assessment of Fund requirement
10. Standardization of various modules/elements of the distribution network especially with regard to design criteria.
11. 2/3 scenarios based alternative design criteria along with financial outlay.
12. Standardisation of planning norms for Sub-transmission and distribution systems.
13. Broad Recommendation on upgradation of transmission capacity requirement.

3. **Submission of Report:** The consultant shall prepare and submit the report to the Commission, as per the aforesaid Scope of Work/ Terms of Reference.

4. **Completion of Assignment:-** The consultant shall complete the assignment within four months from the date of award . The Commission shall review the progress every fortnight. The Commission may relax completion period, if there are reasons beyond the control of consultant to complete the assignment; however no extra payment shall be granted for such delay.

5. The \_\_\_\_\_ agrees and undertakes that the respective tasks shall be performed & completed only by the personnel hereinabove and that if any change in the composition of the said team is necessitated, the second party shall seek prior permission of the Commission to effect the changes.

S. No.	Description	Time schedule
1	Placement of consultants	Date of award of order
2	Presentation on Methodology by Consultants	
3	Presentation on Progress of work to the Commission	
4	Submission of Draft Report Physical verification of Assets	
5	Presentation on Draft Report to the Commission	
6	Submission of Physical verification of Assets for comments/approval of Commission.	
7	Submission of final Report to the Commission.	

6. Consultant shall be paid as under:

(1) Consultancy charges of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) including all taxes & statutory

levies, as applicable in respect of milestone achieved for completion of assignment shall be as under:

<b>Milestones as per which invoices for fees shall be raised by consultant</b>	<b>% of contract value</b>
Mobilization fees	10%
Submission of Draft Report	30 %
submission of final Report to the Commission	40%
After acceptance of Report by the Commission.	20%

- (2) a) 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.
- b) The payment of fee to Consultant the consultant shall be made by the Commission after the deduction of tax at source in accordance with law for the time being in force.
- c) The Commission shall be entitled to evaluate the reports submitted by the consultant at any stage and the Consultant shall incorporate / restructure the report as per the recommendations of the Commission within such reasonable time as may be prescribed by the Commission.
- d) The Commission shall make payments to the consultant within 30 days of the date of receipt of Invoice 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.
7. No TA/DA shall be admissible for the Consultant for local journey in connection with the Consultancy.
8. The Commission reserves its right to 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.
9. 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.
10. 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 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.

11. The Consultant undertakes that this assignment shall not be in conflict with its prior or current obligation to other clients nor shall it place him in a position of not being able to carry out the assignments objectively and impartially.

12. A team constituted by the Commission shall evaluate the deliverables submitted by the Consultant. The team shall finalize the deliverables within 15 days of receipt of the same from the Consultant. The Consultant shall within a reasonable time incorporate/restructure the deliverables as per the recommendations of the said team.

13. 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, for each day of delay beyond the time with maximum amount to 10% of total contract value stipulated in this AGREEMENT, provided that each day of delay beyond time schedule is attributable solely to the CONSULTANTS. 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 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.

**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.

( )

Executive Director

( )

Secretary

DERC

Consultant

Witness :

- 1.
- 2.