

*Joint Electricity Regulatory Commission
For the State of Goa and Union Territories*



**REQUEST FOR PROPOSAL FOR
EMPANELMENT FOR
ASSISTING THE COMMISSION IN DISCHARGING
ITS VARIOUS REGULATORY FUNCTIONS AND
AWARD OF WORK OF ISSUE OF TARIFF ORDERS FOR
FY 2020-21
UNDER THE ELECTRICITY ACT, 2003**

LAST DATE OF SUBMISSION 30.09.2019

SECTION - 1

1. Introduction

The Joint Electricity Regulatory Commission for the State of Goa and Union Territories of Andaman & Nicobar, Chandigarh, Daman & Diu, Dadra & Nagar Haveli, Lakshadweep and Puducherry is established under Section 83 of the Electricity Act, 2003 by the Government of India notification dated 02.05.2005. The Electricity Department of the State of Goa and Electricity Department of all the above mentioned Union Territories including Puducherry Power Corporation Limited and Dadra & Nagar Haveli Power Distribution Company Limited are the regulated entities of the Commission.

Joint Electricity Regulatory Commission for the State of Goa and Union Territories of (hereinafter referred to as the JERC or the Commission) is empowered under Section 86 of the Electricity Act, 2003 to discharge the following functions namely:-

- (a) determine the tariff for generation, supply, transmission and wheeling of electricity, wholesale, bulk or retail, as the case may be, within the State:

Providing that where open access has been permitted to a category of consumers under section 42, the State Commission shall determine only the wheeling charges and surcharge thereon, if any, for the said category of consumers;

- (b) regulate electricity purchase and procurement process of distribution licensees including the price at which electricity shall be procured from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State;
- (c) facilitate intra-state transmission and wheeling of electricity;
- (d) issue licenses to persons seeking to act as transmission licensees, distribution licensees and electricity traders with respect to their operations within the State;
- (e) promote co-generation and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid and sale of electricity to any person, and also specify, for purchase of electricity from such sources, a percentage of the total consumption of electricity in the area of a distribution license;
- (f) adjudicate upon the disputes between the licensees, and generating companies and to refer any dispute for arbitration;
- (g) levy fee for the purposes of this Act;
- (h) specify State Grid Code consistent with the Grid Code specified under clause (h) of sub-section (1) of section 79;
- (i) specify or enforce standards with respect to quality, continuity and reliability of service by licensees;

- (j) fix the trading margin in the intra-State trading of electricity, if considered, necessary;
- (k) discharge such other functions as may be assigned to it under this Act.

In order to discharge functions mentioned above at Sl. No. (a) & (b) specifically, the Commission intend to make a panel of the institutional consultants as per procedure given in this document and award assignments as per procedure given herein. The Institutional consultants will assist the Commission in determination of tariff for the above mentioned utilities.

2. Scope of Assignment :

- I. Analyze petitions filed by above mentioned utilities for true up of past years (if any) for FY 2018-19, Annual Performance Review of FY 2019-20, Annual Revenue Requirement (ARR) for the FY 2020-21 and determination of the retail tariff for FY 2020-21 and prepare a note containing salient features of the petition, in abridged form, to be published in newspapers by the utility as well as the Commission to obtain comments / objections from various stakeholders / consumers.
- II. Analyze the comments / objections received from various stakeholders and submit a detailed report for the consideration of the Commission. Also, examine the Tariff Petition submitted by the Utility and engage with the Utility to correct deficiency /mistake, if any and submit a report thereof for information of the Commission before Public hearing.
- III. To attend the public hearing for determination of tariff for the above mentioned utilities and submit their detailed comments to enable the Commission to resolve the issues raised by the various stakeholders.
- IV. To conduct technical validation with the utilities and seek additional information, if any, from the petitioner.
- V. To prepare draft Tariff Order after due diligence for the consideration of the Commission.
- VI. Submit the Final Tariff Order after due discussion/presentation etc. and after incorporating views of the Commission and after Legal Vetting by an advocate having adequate experience in Power Sector.
- VII. In case a Review Petition filed before the Commission//Appeal before the Appellate Tribunal for Electricity (ATE) and an Appeal under Section 125 of the Electricity Act, 2003 before the Hon'ble Supreme Court of India is filed, the consultant will analyze the said Review Petition/Appeal/etc. attend the hearing and prepare the draft order for the consideration / approval of the Commission.
- VIII. Any other associated work necessary for carrying out the above assignment, not specifically mentioned.

3. In carrying out the above Work, the Institutional Consultant shall:

- a) engage with the Utility for resolving various issues, seeking additional information and validation of data/analysis before issue of Final Order.
- b) review and analyse various related documents such as PPAs, investment plans etc. policies, documents or regulatory matters, issues and practices emanating, from other regulatory Commissions, Appellate Tribunal for Electricity (ATE), Central Electricity Authority (CEA), Central Government, State Governments or other agencies;
- c) strictly adhere to the timelines laid down/conveyed by the Commission.

4. Deliverables: The Institutional Consultant shall deliver the following to the JERC for the above scope of work:-

- a) The methodology and work plan of the assignment alongwith tentative time period for the deliverables activity-wise.
- b) Submission of hard and soft copies Tariff Orders(s), back-up data/ information collected and utilized in determination of tariff order
- c) Submission of hard and soft copies of any other related report/ data as desired by the Commission.
- d) Submission of hard and soft copies of data, documents, including reports, drawings, and tables generated/ collected as final output or otherwise, along with a list thereof.

Note : 1. The Institutional Consultant is required to supply the data of the relevant assignment (s) in MS word and excel formats.

2. The above description of scope and deliverables of consultancy is purely indicative and not exhaustive.

5. The address for submission of the proposal and requesting for clarifications is:

The Secretary,
Joint Electricity Regulatory Commission
(For the state of Goa and UTs)
Plot No.55-56, 3rd&4th Floor
Udyog Vihar Phase-IV,
Gurgaon-122015
Telefax: 0124-4684705
E-mail:secy-jerc@nic.in

6. Expertise and Eligibility Criteria

Institutional Consultant shall have:

- a) Comprehensive knowledge and adequate experience in regulatory and power scenario
 - b) proven experience of assistance to any Electricity Regulatory Commission in analyzing petitions submitted by utilities etc. or similar assistance in filing ARR & Tariff petition for Generation/Transmission/Distribution utilities.
7. The bidder shall submit Technical bid in respect of the Scope of Assignment enumerated at Para 2 above.
 8. The bidder shall submit Financial bid(s) for the assignment i.e. Preparation of Tariff Orders for approval of ARR, True-up of previous year(s), Annual Performance Review of FY 2019-20 and determination of retail tariff for FY 2020-21 and all other activities as given in Scope of Assignment.
 9. Technical and Financial bids will be evaluated as given in Section 3.
 10. A firm organogram of Professionals for carrying out the assignment shall be made available along with the bid. The organogram shall also be accompanied by brief C.V. of each professional.
 11. The Commission shall require firm assurance from the Institutional Consultant that the professional staff committed for the Assignment shall be actually working on the same. The professional staff committed for the assignment shall be the same as proposed in the relevant Form and shall not be changed during the course of the Assignment unless both parties agree. The Institutional Consultant shall place one of their identified staff members in the Headquarters of the Commission. Besides this, the identified team accompanied by a senior member shall make themselves available, as and when required by the Commission.
 12. Bidder can either be a consultanting firm/company or a consortium of consulting firms/companies. 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 for the performance of the services shall be provided to the Commission along with the bid. The Lead Member of the consortium shall also be clearly indicated.
 13. The firm shall have an obligation to disclose any situation of actual or potential conflict that impairs their capacity to serve the best interest of the Commission or that may reasonably be perceived as having this effect 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.

14. The Commission reserves the right to accept or reject any proposal, without assigning any reason.
15. The Institutional Consultant must have at least 5 years of experience in the power sector domain. Proof of award of assignments in power sector in last 5 years shall be submitted as per Form 1. For consortiums, this criterion should be met by the Lead Member.
16. The Institutional Consultant must have completed minimum 10 assignments in preparation of Order on ARR and Tariff determination during the last 5 years. The aggregate value of such assignments shall not be less than Rs.5 Crores. This criterion shall be met jointly by the consortium members. However, at least 50% of this criterion (in amount and also in numbers) shall be met by the Lead Member.
17. Consulting organizations/firms must have valid GST registration.
18. The bid proposal submission shall be accompanied by a non-refundable processing fee of Rs. 10,000/- (Ten Thousand only) and Earnest Money Deposit (EMD) of Rs.2,00,000/- (Two Lakh only), in the form of **Demand Draft /NEFT/RTGS** in favour of Secretary, Joint Electricity Regulatory Commission payable at Gurgaon. EMD shall be refundable/adjustable as given in Section 3. details for online remittance is as under:-

Beneficiary Account Name	Joint Electricity Regulatory Commission
Name of the bank	Oriental Bank of Commerce
Current Account No.	098711311000198
IFSC Code	ORBC0100987
Branch	Overseas, Gurugram

SECTION - 2

Instructions to Bidders:

1. Bidders are required to furnish all information and documents as called for in this document in English. Any printed literature furnished by the bidder in another language, should be accompanied by an English translation. For the purpose of interpretation of such document, the English version will be referred. Proposal should be typed or filled in ink neatly.
2. As far as possible any cutting or over-writings in the proposal or in the documents must be avoided. If unavoidable, such changes/corrections should be signed by the Signatory authorized to sign the tender document.
3. In the case of consortium, the proposal document shall be submitted by the Lead Member of the Consortium. The proposal document is not transferable.
4. Two separate sealed envelopes, one for Technical bid, another for Financial bid, shall be submitted. The Technical bid shall not disclose particulars of the Financial bids, otherwise the bid shall be liable to be rejected. All Technical documents like literature, catalogues, etc. shall be placed in the same sealed cover of the Technical bid.
5. 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 complete details of the enclosures attached.
6. The person signing the bid may be authorized by the Competent Authority and the same will be duly notarized by the Notary Public and an Undertaking that the bid will be binding upon the Bidder during the full period of its validity, shall be furnished.
7. Any bid received after closing of the Due Date and Time shall not be considered for evaluation. JERC shall retain all documents submitted by the bidder. JERC takes no responsibility for delay, loss or non receipt of documents sent by post / courier or other means.

JERC shall examine a bid to determine whether the same is Substantially Responsive to the requirements of the RFP document. A bid shall be considered non responsive and liable for rejection for the following reasons.

- a) Bid is not received by the due date and time.
- b) Bid is not accompanied with requisite fee and earnest money deposit.
- c) Bid is not accompanied by the required documents, duly authenticated.
- d) Bid does not contain a FIRM proposal.

JERC shall take up evaluation of only Substantially Responsive bids.

JERC reserves the right to reject any bid, in case, at any stage, a material misrepresentation is detected.

In the event of any bidder not responding to further clarifications as required for the finalization of the bid, JERC reserves the right to forfeit the bid earnest money furnished by such bidder and reject the bid.

Any deviation to any clause of RFP document must be properly spelt out in a separate Exceptions and Deviations Statement to be submitted along with the bid, giving details of page number and clause number and detailing the deviation. JERC reserves the right to accept or reject any deviation or modify the relevant clause of the RFP documents to the extent necessary. Exceptions and deviations statement must be attached with the proposal as per relevant Form.

After opening of bids and till final selection of Institutional Consultants, no correspondence of any type shall be entertained, unless called for by JERC. Uncalled for clarifications on prices and/or rebates shall not be entertained. Proposal preparation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions. All costs towards submission of proposal documents etc. shall be borne by the bidders themselves.

SECTION 3

EVALUATION

JERC will follow Joint Electricity Regulatory Commission (Appointment of consultants) Regulations, 2009 read with its amendments for empanelment of Institutional Consultants, which is available at Commission website i.e. www.jercuts.gov.in

The evaluation of bid shall be done by the Evaluation Committee constituted by the Commission for the purpose and the evaluation decision shall not be subject to any challenge at any forum.

The technical evaluation will be carried out for only those firms who fulfill the eligibility criteria as per Section 1.

1 **Technical evaluation:**

(A) The technical bid shall be opened at 15.30 hrs. on 30.9.2019 at the Address given in Section 1, by the Evaluation Committee in the presence of bidders, who wish to participate. The Technical Evaluation of the responsive bids shall be carried out on the basis of the following criteria. The % weights for each factor of the criteria shall be as follows:

i	Consultants' specific experience relevant to the assignment	40
ii	The adequacy of proposed methodology and work plan	20
iii	Qualifications and competence of the key-staff for the assignment and their committed time in man-weeks	35
iv	Extent of transfer of knowledge to the staff of the Commission	05

Criterion for Technical Evaluation:

- (i) Specific experience of the consultants relevant to the assignment will be examined with emphasis on handling ARR (Tariff determination) related exercises of Regulatory Commissions and utilities.
- (ii) Adequacy of the proposed methodology and work plan – the proposal will be examined with reference to the following sub criteria, viz.
 - (a) **Technical approach and methodology** – the bidder shall explain their understanding of objectives of the assignment/job, approach to the assignment/ job, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. They shall highlight the problems 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.
 - (b) **Work plan** – the bidder shall propose and justify the main activities of the assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the TOR/Scope of assignment 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.

(c) **Organization and staffing** –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 team members, domain experts and proposed technical and support staff.

(iii) **Qualification and competency of the key professional staff** will be evaluated giving due attention to the man-weeks committed by the team leader and 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). experience in carrying out similar assignment/jobs.

(iv) **Transfer of knowledge to the Commission’s staff**-The bidder shall indicate the extent of transfer of knowledge to the Commission staff, which in any case should not fall short of “Deliverables” given at clause 4, Section 1.

(B) The minimum qualifying total score, for the technical bid shall be **70** on **100** point scale. The Commission shall empanel all the qualified Institutional Consultants, based on the above criteria after completion of the Technical Evaluation. The Commission shall inform those bidders whose proposals did not meet the minimum qualifying mark or were considered substantially non-responsive to the TOR/Scope of Assignment. EMD of those bidders shall be returned within a fortnight thereafter along with their Financial bids in sealed envelopes.

(2) Financial Evaluation: The financial bids of only the empaneled Institutional Consultants shall be opened. Financial evaluation shall be carried out separately for each package.

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

ii In the final evaluation, 70% weightage shall be given for technical scores while 30% weightage shall be given for financial scores. The two scores shall be added up to arrive at the total score of each qualified bidder for each package.

iii. Award for a package will be given to the lowest evaluated bidder (L1) based on lowest total score for that particular package.

(a) In case of a tie in the total scores, the award will be given to the bidder having higher financial scores.

(b) In case the total scores and financial scores are also equal, award will be given to the bidder having higher technical scores.

(c) The Commission reserves the right to restrict the number of packages to be awarded to a single bidder. However in case a bidder is (L1) in two or more packages, minimum two packages will be awarded to that bidder.

(3) The Institutional Consultant shall not utilize or publish or disclose or part with any statistics, data/proceeding or information collected for the purpose of this assignment, without written consent

of the Commission. The Institutional Consultant shall be duty bound to hand over the entire records of assignment to the Commission before the expiry of the Contract. The Institutional Consultant shall be responsible for any explanation/description/discrepancy/correction (to be carried out) in the matter of tariff calculations of the relevant order.

- (4) If the Institutional Consultant, finally selected for award of contract on the basis of above procedure, fails to enter into such contract within the time limit as may be prescribed, the Commission shall invite the Institutional Consultant who has scored the second highest score on consideration of Financial and Technical bids for award of the contract.
- (5) The Commission reserves the right to award the total assignment or to delete any part of assignment or reject any bid without assigning any reason for the same. Failure to provide all information or concealing any information material to award of contract shall be at bidder's own risk and may result into rejection of the proposal.
- (6) Each awardee Institutional Consultant is required to submit a Performance Bank Guarantee equivalent to 10% of contract value on award of each contract. The EMD of all shortlisted Institutional Consultants shall be returned after the packages have been finally awarded and contracts entered into.

PROPOSAL SUBMISSION FORM

To

**The Secretary,
Joint Electricity Regulatory Commission
For the state of Goa and Union Territories,
Plot no.55-56, 3rd & 4th Floor,
Udyog Vihar Phase IV, Gurgaon-122015 (Haryana).**

Sir,

We, the undersigned offer to provide the consultancy services for undertaking the assignments relating to the scope of work defined in Para 5 of your request for proposal submission detailed on the website www.jercuts.gov.in

2. We are hereby submitting our technical and financial proposal as requested on accepting terms & conditions of the RFP document. Each page of the proposal has been numbered and signed by the Authorized Signatory.
3. A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has /have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, is enclosed.
4. 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.
- 5 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.
- b) We are submitting the requisite fee through Demand drafts no.....dated..... in favour of Secretary, JERC for the State of Goa & Union Territories payable at Gurugram (Haryana)/through NEFT/RTGS transaction number dated.....(as applicable)
- c) We understand that you have the discretion to accept/reject any Proposal you receive.

Yours sincerely,

- 1) Encl. Demand Drafts
- 2) Sealed envelope superscribed TECHNICAL BID
- 3) Sealed envelop superscribed FINANCIAL BID

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

Technical Proposal

CONSULTANT REFERENCES

Relevant services carried out in the last 5 (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. In case of a consortium bid, this information has to be submitted by each of the consortium members.

1. Assignment Name and total contract amount :	
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 INR)	

Note: Please provide documentary evidence (i.e. copy of the work order, contract for each assignment, work completion certificate/report 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 members**

1. Name of the Firm	
2. Name of proposed professional to be involved in the assignment	
3. Date of Birth	
4. Educational Qualifications	
5. Present position/ Post/Level	
6. Years with Firm/entity	
7. Membership in Professional Societies	
8. Details of task assigned	
9. 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.	

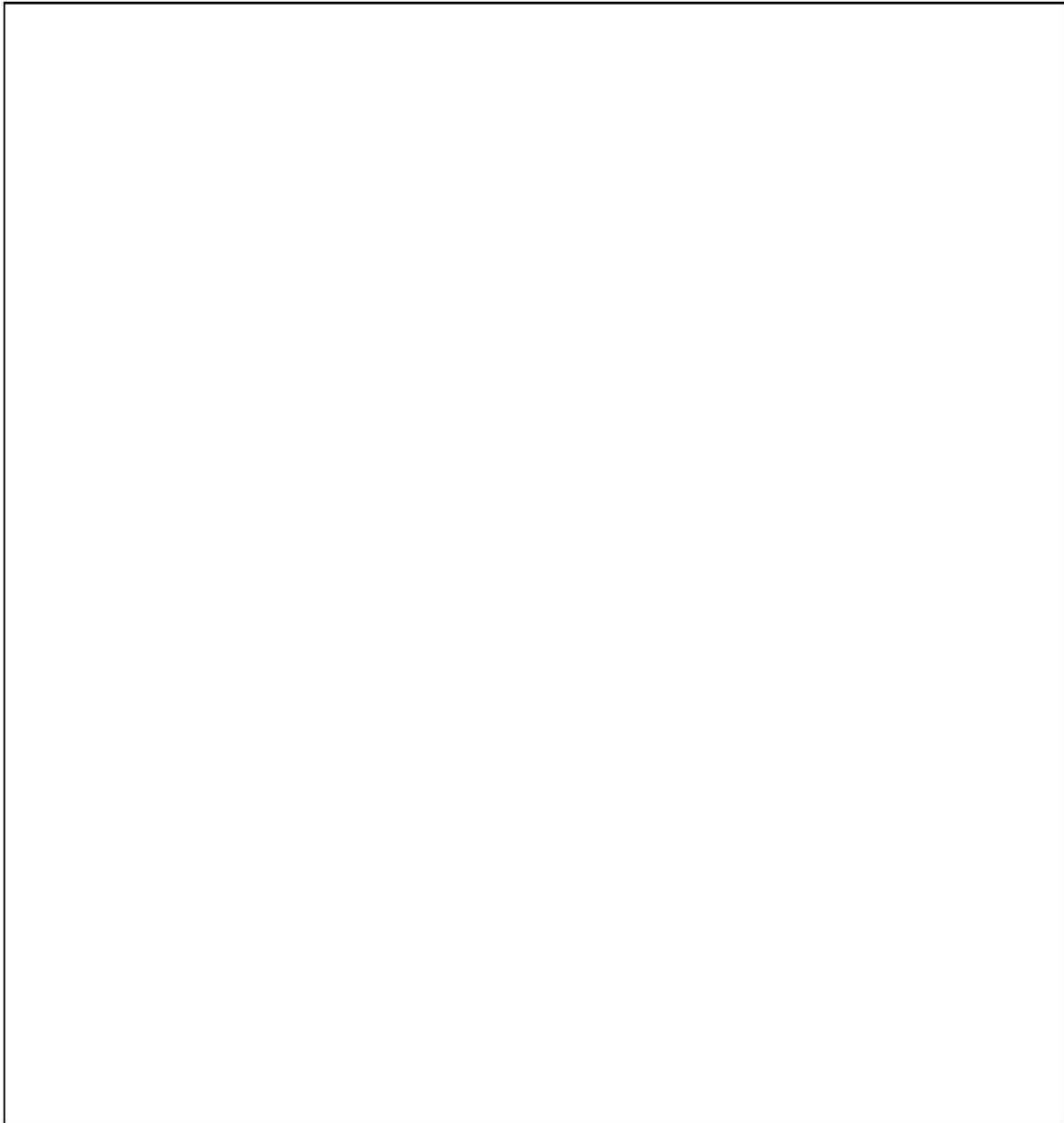
Note:- 1. The above format for C.V. of each individual proposed for the assignment shall be furnished.

2. An organogram for reporting relationships of Professionals may also be attached

Authorized Signatory

Technical Proposal

Description of (i) Consultants specific experience relevant to the assignment and (ii) The proposed methodology and work plan for performance the assignment

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the consultant to provide a detailed description of their specific experience and the proposed methodology and work plan for the assignment.

Authorized Signatory

Technical Proposal

Activity (work) schedule

TASK	Completion Date with reference to assumed zero point
1	
2	
3	
4	
5	
6	
7	
8	
9	

Authorized Signatory

Technical Proposal

Format of Task Schedule for professional Staff proposed for assignment

Name/Position	TASK Committed Time	Schedule (in days/week)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

We hereby give a firm assurance that the Professional staff committed for the assignment shall be actually working on the same.

Authorized Signatory

FINANCIAL PROPOSAL SUBMISSION FORM

To:

**The Secretary,
Joint Electricity Regulatory Commission
For the state of Goa and Union Territories,
Plot No.55-56, 3rd and 4th Floor,
Udyog Vihar-IV, Gurugram-122015**

Sir,

We, the undersigned, offer to provide the consultancy services for undertaking the assignment relating to the scope of work mentioned in RFP document, as detailed on the website i.e. www.jercuts.gov.in and Central Public Procurement Portal (ePublishing), Government of India.

We hereby submit our Financial Proposals in Form 7 for the assignment.

We hereby confirm that the financial proposal in Form 7 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 modifications resulting from Contract negotiations, with the Commission in case of selection. 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.

Encl. Form 7

Yours sincerely,

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

List of utilities for the purpose of Financial Bid as mentioned in clause 9 of Scope of Assignment

S.No.	Particulars	Name of the Utilities	Reference link for introduction of utilities
1	Package-1	Electricity Department-Goa	http://jercuts.gov.in/writereaddata/UploadFile/FINALG OA_1497.pdf
2.	Package-2	Electricity Department-Andaman & Nicobar Islands	http://jercuts.gov.in/writereaddata/UploadFile/FINALA NDAMAN_1606.pdf
3.	Package-3	Electricity Department- Chandigarh	http://jercuts.gov.in/writereaddata/UploadFile/FINALC HD_1972.pdf
4.	Package-4	Electricity Department- Daman & Diu	http://jercuts.gov.in/writereaddata/UploadFile/FINALD D_1486.pdf
5.	Package-5	DNH Power Distribution Corporation Limited	http://jercuts.gov.in/writereaddata/UploadFile/FINALD NHPDCL_1916.pdf
6.	Package-6	Dadra and Nagar Haveli (Transmission company)	http://jercuts.gov.in/writereaddata/UploadFile/FINALD NHTRANSMISSION_1932.pdf
7.	Package-7	Electricity Department- Lakshadweep Islands	http://jercuts.gov.in/writereaddata/UploadFile/FINALLE D_1004.pdf
8.	Package-8	Electricity Department- Puducherry	http://jercuts.gov.in/writereaddata/UploadFile/FINALP UDUCHERRY_1581.pdf
9.	Package-9	Puducherry Power Corporation Limited (Generation company)	http://jercuts.gov.in/writereaddata/UploadFile/FINALP PCL_1558.pdf

Note: (a) The bidder is required to submit financial bid for each of the package separately as mentioned in clause of Scope of Assignment.

(b) The bidder is also required to quote travel expenses/other expenses by considering two trips for one professional at the above utility to attend public hearing.

CONTRACT AGREEMENT

ARTICLES OF AGREEMENT made on this _____ day of _____ BETWEEN _____ of the one part and the Joint Electricity Regulatory Commission for the state of Goa & UTs (hereinafter called "the Commission") of the other part. WHEREAS the Commission has engaged the party of the first part as a Consultant and the party of the first part has agreed to provide the consultancy services to the Commission, on the terms and conditions hereinafter contained.

NOW THESE PRESENT WITNESSES and the parties hereto respectively agree as follows:

1. The party of the first part shall submit itself to the orders of the Commission and of the Officers and authorities under whom it may from time to time are placed by the Commission.
2. The party of the first part shall complete the assignment as contained in the work order as annexed herewith within a period of One year commencing from _____.
3. The party of the first part shall be paid as under:
 - a) After completion of Public Hearing, 10 % of the contract amount shall be paid.
 - b) After submission of the complete first draft Tariff Order, 20% of the contract amount shall be paid.
 - c) After submission of the final analysis & subsequent issue of the Tariff Order, 50% of the contract amount shall be paid.
 - d) After 90 days from the issue of Tariff Order, 20% of the contract amount shall be paid.
4. No TA/DA shall be admissible to the party of the first part for travelling/ lodging/ boarding etc. in connection with the consultancy assignment.
5. The party of the first part shall not disclose to any unauthorized person any information and data that may be supplied to it by the Commission or by any other organization under the directions of the Commission. All such documents or any information, that may have come to its knowledge directly or indirectly by virtue of the assignment, shall be the property of the Commission.
6. The party of the first part undertakes that this assignment shall not be in conflict with its prior or current obligation to other clients nor shall it place it in a position of not being able to carry out the assignments objectively and impartially.
7. In case of any default on the part of the party of the first part in completion of the work within the time schedule agreed to between the parties as herein above, the party of the second part shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part.
8. In case of any difference or dispute between the parties arising out of this Agreement, it shall be referred for arbitration to a person nominated by the Commission. The proceedings shall be subject to the Arbitration and Conciliation Act, 1996, as amended from time to time.
9. The payment of fee to the party of first part shall be made by the Commission after the deduction of tax at source in accordance with law for the time being in force.
10. The Commission reserves its right to foreclose, terminate or cancel the engagement of the Consultant without assigning any reasons. In such cases, party of the first part shall be paid remuneration after taking into consideration the part of work completed prior to such foreclose, 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.

11. 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 consultants shall apply.

In witness whereof the party of the first part and _____ to the Commission on behalf

of the Commission have here to put their hands on the day and the year first above written.

Signed by _____ for _____ the

party of the first part in the presence of _____

Signed by _____ the _____ to the Commission for and on behalf

of the Commission in the presence of _____

Section 2

Sub: Assignment of work of True-up, Annual Performance Review, Annual Revenue Requirement and determination of Tariff for FY 2020-21

Financial bids are invited for the following groups for preparation of Tariff Orders for True-up for previous year(s), Annual Performance Review for FY 2019-20 and ARR and Tariff determination for FY 2020-21:

S.No.	Group A	Group B	Group C
1.	Electricity Department- Goa	Electricity Department- Daman & Diu	Electricity Department- Andaman & Nicobar Islands
2.	Electricity Department- Chandigarh	DNH Power Distribution Corporation Limited	Electricity Department- Lakshadweep Islands
3.	Electricity Department- Puducherry	Dadra & Nagar Haveli (Transmission company)	Puducherry Power Corporation Limited (Generation company)

Bidders can bid either for one group or two or more group separately.

