



Uttar Pradesh Electricity Regulatory Commission

Vidyut Niyamak Bhawan, Vibhuti Khand, Gomti Nagar,
Lucknow - 226010

Phone: 0522-2720426, Fax: 0522-2720423, E-mail:secretary@uperc.org

Reference No.: UPERC/D(T)/2020-21/1621

Dated: 12 January, 2021

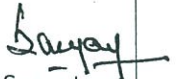
TENDER NOTICE

INVITATION FOR CONSULTANCY PROPOSAL

Uttar Pradesh Electricity Regulatory Commission (UPERC) invites proposals from reputed & experienced Consultant(s) / Consultancy Firms / Institutions for- (i) Assisting the Commission in processing, assessing, evaluating, determination & issuance of Tariff Orders in the matter of True-Up of FY 2019-20, Annual Performance Review (APR) of FY 2020-21 and Aggregate Revenue Requirement (ARR) of FY 2021-22 for the 6 distribution licensees (DVVNL, MVVNL, PVVNL, PuVVNL, KESCo. & NPCL) and 1 transmission licensee (UPPTCL) and SLDC as per applicable Regulations and (ii) Assisting the Commission in various issues on a day to day basis for a year (as detailed in the 'Terms of Reference' (TOR)).

Description of tasks for various work areas, proposal submission procedure, etc. is provided in the 'Terms of Reference' (TOR) and 'Contract Agreement' available at the UPERC's website (www.uperc.org).

The interested Consultant(s) / Consultancy Firms / Institutions may submit their respective Proposals to the Secretary latest by **05.00 P.M. Hrs. of 04th February, 2021 (Thursday)**. The tenders will be opened before the bidders at **11.00 A.M. Hrs. of 05th February, 2021 (Friday)**.


Secretary

CONTRACT AGREEMENT

This Contract Agreement (hereinafter called the “Contract”) is made between **Uttar Pradesh Electricity Regulatory Commission** (hereinafter referred as “Client” and abbreviated as “UPERC” / “Commission”) having its Head Office at Vidyut Niyamak Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, through its Secretary, herein called the First Party and _____, (hereinafter referred to as “Consultant”) having its office at _____, through its authorised signatory _____, hereinafter called the Second Party on ____ day of _____, _____. UPERC and _____ may be referred collectively as “Parties” and individually as the ‘Party’.

Whereas UPERC has awarded the work of assisting the Commission in processing, assessing, evaluating, determination & issuance of Tariff Orders in the matter of True-Up of FY 2019-20, Annual Performance Review (APR) of FY 2020-21 and Aggregate Revenue Requirement (ARR) of FY 2021-22 for the 6 distribution licensees (DVVNL, MVVNL, PVVNL, PuVVNL, KESCo. & NPCL) and 1 transmission licensee (UPPTCL) and SLDC as per applicable Regulations and assisting the Commission in various issues on a day to day basis for a year as detailed in the ‘Term of Reference’ (TOR) vide its Letter of Award of Work

_____ to the Consultant and accepted vide
_____ and is here after referred to as the work
/ assignment.

Now, therefore, this Contract Agreement is being entered into between the Parties.

1. Scope of Work, Time Schedule, Payment Terms etc.

- a. UPERC shall avail the services of the Consultant to assist it in the assignment as detailed in the TOR (Terms of Reference of previous work order), which is annexed as Annexure – 1. The Work Schedule is annexed as Annexure – 2. The Work Award Letter issued by UPERC is annexed as Annexure – 3. All three Annexures will be considered as integral part of this Contract Agreement. The years referred in the TOR for work order for FY 2020-21 will be read in relation and context of the new assignment.

For Part–A (Assisting the Commission in finalization & issuance of Tariff Orders) of the work:

The consultant team must consist of 2 members (minimum) to be necessarily stationed for 5 full working days every week in UPERC Office for the full period of the work (even if the work is extended beyond the stipulated days because of whatever reasons).

For Part–B (Assisting the Commission on a day to day basis for a year) of the work:

The consultant team must consist of 3 members who are required to be necessarily stationed in UPERC Office in Lucknow during the full period of the work (one separate person will be assigned to each of the three Departments i.e. Tariff, Distribution and Transmission).

- b. The Consultant shall submit himself to the orders of the Commission and of the officers and authorities under whom he may from time to time be placed by the Commission.
- c. The Consultant shall complete the assignment as detailed in Work Schedule strictly within the specified period.

- d. In case of any default on the part of the Consultant in completion of work within time schedule agreed to between the parties as herein above, the Commission shall be at liberty to get the work completed from any other agency at the risk and cost of the Consultant.
- e. The Consultant shall be paid Rs. _____ (Rupees _____ Only) (Rs. _____ for Part A and Rs. _____ for Part B) excluding GST and / or any other tax (es) prevailing at the time of payment.
- f. The schedule of payments shall be as under:

For Part–A:

- i. 80% (Eighty percent) of the total payment shall be made to the Consultant after a MS Power-Point presentation and subsequent submission of the 'Draft Report' for each licensee (7 Nos.) on the filed Petitions or the initiated Suo-Motu proceedings along with the detailed analysis on various issues for each licensee. Further based on the inputs / directions of the Commission the consultant will incorporate them and then make a MS Power-Point presentation and subsequent submission of the 'Final Draft Report' for each licensee (7 Nos.) on Petitions incorporating comments of UPERC in the 'Draft Report' so that the same may be issued as Tariff Orders for all the 7 Licensees. The same has to be submitted in 5 sets of each Tariff Order, properly spiral bound.
- ii. 20% (Twenty percent) of the total payment shall be made to the Consultant after Submission of 'Analysis Report' and handover of all materials including soft copies, models, etc. and subsequently issuance of 'Satisfactory Completion Certificate' by the officer-in-charge of the work. The officer-in-charge of the work will be – Director (Tariff), UPERC.

For Part-B:

- iii. 50% (Fifty percent) of the total payment shall be made after the satisfactory completion of the 50% period of the Part - B work (i.e. after 6 months from the start of the work) and the rest 50% will be made after the satisfactory completion of Part – B work / total work completion (i.e. after 1 year).
- g. No TA / DA etc. shall be admissible to the Consultant for any local travel, outstation travel or any other journey undertaken in connection with the consultancy assignment.
- h. The payment of fee shall be made by the Commission after the deduction of tax at source in accordance with law for the time being in force. The consultant will have to submit the proof of payment / deposit of tax (es) claimed in the bill.
- i. Any information of confidential nature, which comes to the knowledge of or into the possession of the Consultant or of any of its employees by virtue of the engagement subject matter of this contract; shall not be disclosed by the Consultant or its employees to any unauthorised person in any manner. Any breach of this clause without prejudice to any other action that may be initiated according to law, shall also subject the Consultant to a liability to pay to the 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 unauthorised disclosure.
- j. The Consultant undertakes that this assignment shall not be in conflict with its prior or current obligations to other clients nor shall it place itself in a position of not being able to carry out the assignments objectively and impartially. In case of any default on the part of the Consultant, the Commission shall be at liberty to get the work completed from any other agency at the risk and cost of the Consultant.
- k. The Consultant undertakes to ensure proper editing (language) and formatting, to the full satisfaction of the Commission of all deliverable

documents including the 'Final Draft Reports' of the seven (7) licensees and in case of any default on the part of the Consultant, the Commission shall be at liberty to get the work completed from any other agency at the risk and cost of the Consultant.

2. Delegation

The Consultant shall not delegate any rights or obligations concerning this contract without the consent of the Commission.

3. Insurance

Consultant shall be responsible for appropriate insurance coverage, if required, for the manpower & material employed by him for this contract.

4. Law Governing Contract

The laws prevalent in the State of Uttar Pradesh shall govern this contract.

5. Ownership of Material

All reports, models and any other documents that the selected Consultant will have to prepare under the contract for the purposes of determination of ARR, Tariffs, Annual Performance Review & True ups shall belong to and remain the property of the Commission. The Commission shall retain the rights to publish or disseminate reports arising from such materials. The Consultant may however retain a copy of such materials for their own use. All submission must be made in 5 copies (spiral bound) along with the soft copy.

6. Arbitration

All disputes and differences by and between the parties hereto in any way relating to or; arising out of the present contract or in any way connected with the contract shall be referred to the arbitration of a sole arbitrator selected by mutual consent of both the parties. All the proceedings of arbitration will be held in Lucknow only. The provisions of Arbitration and Conciliation Act, 1996 and its amendments will be applicable.

7. Jurisdiction

Only the Courts established at Lucknow will have the jurisdiction to decide any dispute between the parties.

8. Termination

- a. The Commission reserves its right to foreclose, terminate or cancel the engagement of the Consultant without assigning any reasons. In such cases the Consultant may be paid remuneration after taking into consideration the portion 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 case.
- b. UPERC will also have full rights to seek a full refund from Consultant if they fail to perform to the satisfaction of UPERC.
- c. The Consultant shall indemnify and hold harmless, UPERC against any and all claims, demands, and / or judgments of any nature brought against UPERC arising out of services under this contract. The obligation of this paragraph shall survive the terminating of this contract.

9. Penalty for delayed submission of deliverable

A penalty shall be imposed on the Consultant if he does not provide the deliverables at each stage within the time limit as detailed in the Work Schedule. The penalty shall be imposed at the rate of 0.5% (Half percent) of the awarded value of work per week (7 days) of delay subject to maximum of 10% (Ten percent) of the awarded value of work. The Consultant shall be exempted from paying the penalty in case of Force Majeure or in case of delay / non-receipt of data / information / inputs from the utilities or client as may be required from time to time for finalization of ARR / Tariff Orders and in such circumstances the Consultant in no case will claim any amount for the extended days / usage of resources etc.

10. Force Majeure Conditions are defined as occurrence of any of the following events:

- a. Fire, explosion, cyclone, flood etc.

- b. War, revolution, acts of public enemies, blockage
- c. Any law and order proclamation, ordinance demand or requirement of any Government or authority

11. Performance Standards

The Consultant would undertake to perform the services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employee assigned under this assignment that the Commission considers unsatisfactory at no extra charge; however, the replacement must be acceptable to the Commission.

12. Sub-contract assignment

In no case the Consultant shall sub-contract this assignment or part of it, without prior permission of the Commission.

13. Confidentiality

No confidential information relating to this assignment (i.e., information other than what is already available in the public domain) shall be divulged by the Consultant to any other person or agency without the written consent of the Commission. Strict secrecy will be maintained in respect of all confidential information and transactions between the Parties. Disclosures to a Government or a Court / Tribunal shall not be covered by this clause.

14. Language for communication

The official language for communication on this assignment will be English. All information from UPERC / Licensees will be provided to the Consultant in English and / or Hindi language. Any costs for translation, if required, will be to the Consultant's account and will be the responsibility of the Consultant. Further, all deliverables will be in 5 hard copies, properly spiral bound along with the editable softcopy (source) in a CD or Pen Drive.

IN WITNESS THEREOF, the Secretary for and on behalf of UPERC, and the Authorized Signatory for and on behalf of the Consultant have hereto signed this Contract Agreement on the day and year first above mentioned.

(Secretary)
For and on behalf of
UPERC

(Authorised Signatory)
For and on behalf of
Consultant

Witnesses

Witnesses

1.

1.

2.

2.

-----X-----

Annexure – 1

Name of Work:

- a. Assisting the Commission in processing, assessing, evaluating, determination & issuance of Tariff Orders in the matter of True-Up of FY 2019-20, Annual Performance Review (APR) of FY 2020-21 and Aggregate Revenue Requirement (ARR) of FY 2021-22 for the 6 distribution licensees (DVVNL, MVVNL, PVVNL, PuVVNL, KESCo. & NPCL) and 1 transmission licensee (UPPTCL) and SLDC as per applicable Regulations.

And

- b. Assisting the Commission in various issues on a day to day basis for a year.

TERMS OF REFERENCE (TOR)

The bidding firm must be a registered firm / legal entity / institutions (including educational institutions such as IIT, IIM etc.). No joint venture / association of independent consultants / consortium is allowed.

1. Qualifying Requirements:

- a. Must have annual turnover of consulting portfolio **(average of past 5 financial years of the firm) equal to or more than Rs. 3 Crores** from consultancy business. Annual turnover should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.
- b. Must have done at least a single work of **Rs. 10 lacs or more in the past 3 (each) financial years** of providing assistance to Electricity Regulatory Commission in analyzing the ARR / APR / Tariff / MYT / True-Up petitions filings or Orders and finalizing ARR / APR / Tariff or MYT Orders of **any distribution utility** in the country. The bidder is required to submit work order indicating the value of work awarded in support along with a certificate declaring that the work has been completed satisfactorily.
- c. Must have an experience of at least **3 years** in ARR / APR / Tariff / MYT / True-Up petitions filings or Orders of **distribution / transmission utilities** from side of the regulator or the utility.
- d. Must undertake that the consultant or his partners / promoters / directors are not associated with the concerned licensees in their filing of True-Up of FY 2019-20,

Annual Performance Review (APR) of FY 2020-21 and Aggregate Revenue Requirement (ARR) of FY 2021-22 for the 6 distribution licensees (DVVNL, MVVNL, PVVNL, PuVVNL, KESCo. & NPCL) and 1 transmission licensee (UPPTCL) and SLDC as per applicable Regulations (full scope of work as defined in the TOR). If the above condition is not met by the consultant, then the said consultant will automatically stand disqualified.

Please provide the data as per the format below in support of the above 4 qualifiers:

Sl. No.	Qualifying Requirements	Remarks
1	1.a Must have annual turnover of consulting portfolio <u>(average of past 5 financial years of the firm) should be equal to or more than Rs. 3 Crores</u> from consultancy business. Annual turnover should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.	Please submit the supporting annual turnover records with a covering sheet summarising the data for the past 5 financial years, i.e. FY 2019-20, FY 2018-19, FY 2017-18, FY 2016-17 & FY 2015-16 and the computation of the average.
2	1.b. The bidder must have done at least a single work of <u>Rs. 10 lacs or more in the past 3 (each) financial years</u> (i.e. 1 st April, 2017 to 31 st March, 2020) of providing assistance to Electricity Regulatory Commission in analyzing the ARR / APR / Tariff / MYT / True-Up petitions filings or Orders and finalizing ARR / APR / Tariff or MYT Orders of <u>any distribution utility</u> in the country. The bidder is required to submit work order and completion certificate indicating the value of work awarded in support along with a certificate declaring that the work has been completed satisfactorily.	Please provide data as per Table - A below along with self-attested photocopies of all relevant papers in support of the same.
3	1.c. Must have an experience of at least 3 years in ARR / APR / Tariff / MYT / True-Up petitions filings or Orders of <u>distribution / transmission utilities</u> from side of the regulator or the utility.	Please provide data as per Table - A below, highlighting the work(s) which qualify this requirement. Note: To qualify this requirement, the award date of at least one work (whether completed or not) related to ARR / APR / Tariff / MYT / True-Up petitions filings or Orders of distribution / transmission utilities must be before 30th November, 2017 .

Sl. No.	Qualifying Requirements	Remarks
4	<p>1.d. Must undertake that the consultant or his partners / promoters / directors are not associated with the concerned licensees in their filing of True-Up of FY 2019-20, Annual Performance Review (APR) of FY 2020-21 and Aggregate Revenue Requirement (ARR) of FY 2021-22 for the 6 distribution licensees (DVVNL, MVVNL, PVVNL, PuVVNL, KESCo. & NPCL) and 1 transmission licensee (UPPTCL) and SLDC as per applicable Regulations (full scope of work as defined in the TOR).</p> <p>If the above condition is not met by the consultant, then the said consultant will automatically stand disqualified.</p>	<p>Please submit a declaration on the status of same on a notarised affidavit. In case there is any association whatsoever then please provide the details of the same.</p> <p>Please note that your bid will be rejected in case the same is not submitted.</p>

Table - A

Sl. No.	Details of Work	Client	Start Date, End Date & Successful Completion (Y/N)	Value of Work (in Rs. Lacs)	Page No. & Flag No. in your proposal
1					
2					
3					
4					
5					

- NOTE - Please enclose self-attested photocopies of all relevant papers in support of the above and flag them. Also place flags for all the qualifying requirements.

Procedure of submission of bids:

It may please be noted that the offer for the work is to be submitted in two parts each in a separate envelope. One envelope shall contain details in support of Qualifying Requirements and shall be sealed and super scribed as **“Details in support of Qualifying Requirements for Assisting the Commission in processing, assessing, evaluating, determination & issuance of Tariff Orders in the matter of True-Up of FY 2019-20, Annual Performance Review (APR) of FY 2020-21 and Aggregate Revenue Requirement (ARR) of FY 2021-22 for the 6 distribution licensees (DVVNL, MVVNL, PVVNL, PuVVNL, KESCo. & NPCL) and 1 transmission licensee (UPPTCL) and SLDC as**

per applicable Regulations And assisting the Commission in various issues on a day to day basis for a year". The second envelope shall contain price bid and shall be sealed and super scribed as "Price Bid for Assisting the Commission in processing, assessing, evaluating, determination & issuance of Tariff Orders in the matter of True-Up of FY 2019-20, Annual Performance Review (APR) of FY 2020-21 and Aggregate Revenue Requirement (ARR) of FY 2021-22 for the 6 distribution licensees (DVVNL, MVVNL, PVVNL, PuVVNL, KESCo. & NPCL) and 1 transmission licensee (UPPTCL) and SLDC as per applicable Regulations And assisting the Commission in various issues on a day to day basis for a year". The Price Bid will be made in two parts, one for the work as detailed in Part-A and the other part of the work as Part-B. The details of the works Part-A and Part-B are detailed below. For Part-A work, there has to be a single quote for the full work comprising the seven (7) utilities. The selected consultant will perform both the tasks i.e. Part-A & Part-B. The tender will be decided on the total cost (Part A + Part B) on least cost basis. The total duration of the work comprising of Part-A and Part-B works will be one year from the date of start of work as communicated by Secretary of the Commission. The Price Bid must clearly indicate the Taxes etc. separately. Both these envelopes along with the sealed envelope having the ED (as discussed below) shall in turn be put in one envelope which shall be sealed and super scribed as "Offer for Assisting the Commission in processing, assessing, evaluating, determination & issuance of True-Up of FY 2019-20, Annual Performance Review (APR) of FY 2020-21 and Aggregate Revenue Requirement (ARR) of FY 2021-22 for the 6 distribution licensees (DVVNL, MVVNL, PVVNL, PuVVNL, KESCo. & NPCL) and 1 transmission licensee (UPPTCL) and SLDC as per applicable Regulations And assisting the Commission in various issues on a day to day basis for a year" and has to be submitted on any working day during working hours on or before **05.00 P.M. Hrs. of 15th December, 2020 (Tuesday)** at the following address:

**Secretary,
Uttar Pradesh Electricity Regulatory Commission (UPERC)
Vidyut Niyamak Bhawan, Vibhuti Khand,
Gomti Nagar, Lucknow – 226010.**

The tender will be opened before the bidders at **11.00 A.M. Hrs. of 21st January, 2020 (Thursday)**. In case a holiday falls on the specified last date for submission of bids or the specified date for opening of tenders, then in that case the date will stand to be extended automatically to the next working day of the Commission.

The amount of Earnest Money (ED) to be deposited with the bid is **Rs. 75,000.00 (Rupees Seventy Five Thousand Only) in the form of crossed Demand Draft / Pay Order favoring "Secretary, UPERC" payable at Lucknow**. The ED of all unsuccessful bidders will be returned after finalization of tender. The ED of selected bidder will be retained by UPERC & will be returned after successful and satisfactory completion of work. The ED must be enclosed within the sealed envelope super scribed as "Earnest Money for the tender - Assisting the Commission in processing, assessing, evaluating, determination & issuance of Tariff Orders in the matter of True-Up of FY 2019-20, Annual Performance Review (APR) of FY 2020-21 and Aggregate Revenue Requirement (ARR) of FY 2021-22 for the 6 distribution licensees (DVVNL, MVVNL, PVVNL, PuVVNL, KESCo. & NPCL) and 1 transmission licensee (UPPTCL) and SLDC as per applicable Regulations And assisting the Commission in various issues on a day to day basis for a year".

- 2. Scope of Work: The work has been divided into two parts namely – Part-A & Part-B. The scope of work is as detailed below but not limited to;**

PART–A:

Assisting the Commission in processing, assessing, evaluating, determination & issuance of Tariff Orders in the matter of True-Up of FY 2019-20, Annual Performance Review (APR) of FY 2020-21 and Aggregate Revenue Requirement (ARR) of FY 2021-22 for the 6 distribution licensees (DVVNL, MVVNL, PVVNL, PuVVNL, KESCo. & NPCL) and 1 transmission licensee (UPPTCL) and SLDC as per applicable Regulations as detailed below:

2.1

- i. Preliminary examination of the Petitions etc. filed by the licensee(s) (in case the filing is not done by the licensee(s) or the filing(s) are not as per the legal framework, then the Commission may initiate Suo–Moto proceedings) from the point of view of overall completeness in accordance with the requirements of the Electricity Act 2003 and subsequent amendments thereof, Policies, Guidelines, Judicial Orders (Commission, Appellate Tribunal for Electricity, Supreme Court, High Court, etc.) and various Regulations of the Commission as applicable, etc.
- ii. Compare the actual performance of the licensee(s) with the approved forecast of Aggregate Revenue Requirement and expected revenue from tariff and charges and comprising of following:
 - a) A comparison of the audited performance of the licensee(s) for the previous financial year with the approved forecast for such previous financial year and truing up of expenses and revenue subject to prudence check including pass through of impact of uncontrollable factors;
 - b) Categorization of variations in performance with reference to approved forecast into factors within the control of the licensee(s) (controllable factors) and those caused by factors beyond the control of the licensee(s) (un-controllable factors) and their treatment in accordance with the provisions of the applicable Regulations.
 - c) Revision of estimates for the ensuing financial year, if required, based on audited financial results for the previous financial year;
 - d) Parameters / targets monitoring (for example metering etc.)
- iii. Identifying the data deficiencies / gaps / inconsistencies, if any, and preparing deficiency notes for each licensee.

- iii. Examination and review of subsequent submissions made by the licensees in response to the deficiencies raised by the Commission.
- iv. Finalization of admittance / Suo-moto Orders.
- v. Submission and issuance of detailed Staff Papers on the filings made of each licensee (7 Nos.).
- vi. Assist UPERC in publishing the public notices and conducting various public hearings and taking attendance and notes on various issues raised by different consumers, consumer groups and stakeholders and submission of detailed analysis report (incorporating the comments of the licensees & rejoinders) on the same along with MS Power-Point presentation.
- vii. Assist UPERC in taking final view on the issues raised by the consumers, consumer groups and stakeholders in the light of provisions of the applicable Acts, Tariff Policy, National Electricity Policy, various UPERC Regulations, past Tariff Orders of the Commission and the responses of the licensees on the same, rejoinders etc.
- viii. Preparation of Business Plan, ARR, Revenue etc. models (in MS Excel) required for approvals and other related performance data for the complete analysis of the Business Plan, ARR and Tariff, Annual Performance Review & True-Ups. The consultant is required to check the data e.g. sales, purchase, fixed asset registers, capex related documents, interest related documents etc. so as to assist the Commission in prudently checking and approving the same. If required, the consultant will need to visit the concerned offices of the licensee where the data / records are available. It will be the primary responsibility of the consultant to get the required data from the licensees.
- ix. The consultant is also expected to conduct analysis on all the issues provided to him by UPERC. The consultant is also required to submit an 'Analysis Report' compiling all such analysis at the end of the assignment (in the last milestone).
- x. Preparation of draft Order based on detailed analysis of Petitions and assisting the Commission in issuance of the Tariff Orders.

2.2 The description of activities to be undertaken as detailed above is purely indicative and not exhaustive. Changes / additions, as may be necessary for satisfactory completion of work, may be incorporated by UPERC.

- 2.3 Even after the completion of the work and release of full payment, the consultant is required to assist and provide the comments / analysis to the Commission in regard to the issuance of orders in respect of clarifications, corrigendum, addendums, stays etc. in respect of the reviews filed in the Commission or Suo-moto, appeals filed in Hon'ble APTEL and matters filed in various Hon'ble Courts / Forums etc. related to the work at no extra cost. However, in case the Consultant(s) have to visit a certain city for assisting the Commission's counsel there, they will be reimbursed economy class air fare only.

And

PART-B:

Assisting the Commission in various issues related to tariffs, distribution, generation, transmission, trading, open access, renewables etc. on a day to day basis for a year.

3. Time Schedule:

The actual date of start of work shall be communicated by the Secretary of the Commission. The total work period will be for a year and will be divided in two parts, namely Part-A, and Part-B as detailed above.

The scheduled date of completion of Part-A of the work shall be **120 days for the filed Petition(s)** from the date of receipt of the Petitions; however, it may get extended due to unavoidable circumstances. All the activities related to the Petitions of the licensees (Part-A of the work) will have to be carried out in a time bound manner so as to enable the Commission to issue separate Orders for each licensee (7 Nos.) or otherwise well in time.

The Part-B of the work will start along / simultaneously with Part-A, and the total period of the work (Part-A & Part-B) will be a year from the actual date of start of work. Time is the essence of this contract and hence utmost care must be taken to adhere to the agreed timelines / schedules. Availability and ready access of the consultant is also very important.

The work schedule will be provided along with the work order, which will be issued in duplicate. A copy of the same has to be returned by the Consultant duly signed as a token of acceptance.

For Part-A of the work:

The consultant team must consist of 2 members (minimum) to be necessarily stationed in Lucknow during the full period of the work and are required to be stationed for 5 full working days every week in UPERC Office for the full period of the work (even if the work is extended beyond the stipulated days because of whatever reasons). All consultants must be BE / CA / MBA / LLb. The consultant team stationed at Lucknow

must be available at UPERC Office or any other place of meeting within an hour after being notified by telephone / mobile / e-mail / sms, etc. even on weekends and holidays. These consultants will be supported by the knowledge and the other consultants at the HO if required.

For Part–B of the work:

The consultant team must consist of 3 members who are required to be necessarily stationed in UPERC Office in Lucknow during the full period of the work (one separate person will be assigned to each of the three Departments i.e. Tariff, Distribution and Transmission). The team must be expert on distribution / transmission / generation / tariff / legal related matters. All consultants must be BE / CA / MBA / LLb. The consultants stationed at Lucknow must be available at UPERC Office or any other place of meeting within an hour after being notified by telephone / mobile / e-mail / sms, etc. even on weekends and holidays. These consultants will be supported by the knowledge and the other consultants at the HO if required.

Hence the minimum consultants present in UPERC will be as follows:

Sl. No.	Name of Work	Period	Minimum Consultants to be stationed at the Commission's Office	Remarks
1.	Part - A	Starts from the day of receipt of the Petition(s) or imitation of Suo-moto proceedings & ends after the issuance of Orders & subsequent submission of Analysis Report, models etc.	02	However, during the execution of Part – A work, all the 5 consultants (minimum) will work on the Part - A to get it completed satisfactorily in the stipulated time.
2.	Part - B	Starts from the date communicated by Secretary of the Commission & ends after 1 year.	03	

The successful bidder shall be required to enter into a contract agreement within **15 days** from the date of award of work.

4. Payment Terms:

The payment quoted will be in 2 parts, one for the work Part–A, and the other for Part–B and will be made as follows:

For Part–A:

- i) The Consultant will be making a MS Power-Point presentation and subsequent submission of the 'Draft Report' for each licensee (7 Nos.) on the filed Petitions or the initiated Suo-Motu proceedings along with the detailed analysis on various issues for each licensee. Further based on the inputs / directions of the Commission the consultant will incorporate them and then make a MS Power-Point presentation and subsequent submission of the 'Final Draft Report' for each licensee (7 Nos.) on Petitions incorporating comments of UPERC in the 'Draft Report' so that the same may be issued as Tariff Orders for all the 7 Licensees. The same has to be submitted in 5 sets of each Tariff Order, properly spiral bound.

After this a payment of 80% (Eighty Percent) will be made.

- ii) Submission of 'Analysis Report' and handover of all materials including soft copies, models, etc. and subsequently issuance of 'Satisfactory Completion Certificate' by the officer-in-charge of the work. The officer-in-charge of the work will be – Director (Tariff), UPERC.

After this a payment of 20% (Twenty Percent) will be made.

For Part–B:

- iii) 50% (Fifty percent) of the total payment shall be made after the satisfactory completion of the 50% period of the Part - B work (i.e. after 6 months from the start of the work) and the rest 50% will be made after the satisfactory completion of Part – B work / total work completion (i.e. after 1 year).

5. **Ownership of Material:** All reports, models and any other documents that the selected Consultant will have to prepare under the contract for the purposes of determination of ARR, Tariffs, Annual Performance Review & True-Ups shall belong to and remain the property of the Commission. The Commission shall retain the rights to publish or disseminate reports arising from such materials. The Consultant may however retain a copy of such materials for their own use. All submission must be made in 5 copies (spiral bound) along with the soft copy.
6. **Arbitration:** All disputes and differences by and between the parties hereto in any way relating to or; arising out of the present contract or in any way connected with the contract shall be referred to the arbitration of a sole arbitrator selected by mutual consent of both the parties. All the proceedings of arbitration will be held in Lucknow only. The provisions of Arbitration and Conciliation Act, 1996 and its amendments will be applicable.
7. **Jurisdiction:** Only the Courts established at Lucknow will have the jurisdiction to decide any dispute between the parties.

Note:

- a) **The Consultant must go through the 'Draft Contract Agreement' before submitting the bid. Submission of bid will implicitly mean that the consultant agrees to all the terms and conditions of the TOR and the Draft Contract Agreement.**
- b) **Normally no deviations will be allowed. However, any deviation may be allowed by the Commission which shall be conclusive & binding.**

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