Clarification / Modification suggested in respect of the Tender for Engagement of a Consultant Firm for Physical Identification/Verification of DVC's Distribution Assets and Cost Determination in the State of Jharkhand

S.No	RFP Reference	Original RFP Provision	Revised Provisions
1	Clause 5, Task 1 (1.2), Pg_4	**Analytical and implementation framework** The Consultant firm shall prepare a detailed methodology covering asset-level classification, functional and geographic segregation, accounting separation, cost and revenue allocation, treatment of shared assets and services, inter-business transactions, validation protocols, stakeholder consultation, and treatment of data gaps or inconsistent records.	No Change
2	Clause 5, Task 2, Pg_4	**The Consultant firm shall obtain, review and reconcile the following information:** • GIS database and geo-referenced network maps from DVC; • single-line diagrams, substation layouts and feeder schematics; • load-flow studies, protection schemes and operational switching arrangements; • asset registers, capitalization schedules and project completion records; • equipment-wise historical cost, land and right-of-way records; • network development, augmentation and maintenance records; • transformer, line, bay, feeder and metering details; • energy-accounting boundary data and consumer connectivity information; • works in progress, proposed capital schemes, stores and capital spares; • physical verification and asset-reconciliation reports; and • assets admitted by CERC or reflected in earlier tariff orders. The Consultant firm shall prepare a Fixed Asset Register and link it to location, voltage, commissioning year, source and destination nodes, ownership, capitalization value, depreciation, present use, connected consumers or downstream substations, regulatory treatment and supporting evidence. Deliverables • Fixed Asset Register; • master asset database; and • document and evidence index.	**The clause will be read as:** **The Consultant firm shall obtain, review, and reconcile the following information from DVC through the Nodal Officer designated by DVC.** **• GIS database and geo-referenced network maps from DVC;** **• single-line diagrams, substation layouts and feeder schematics;** **• load-flow studies, protection schemes and operational switching arrangements;** **• asset registers, capitalization schedules and project completion records;** **• equipment-wise historical cost, land and right-of-way records;** **• network development, augmentation and maintenance records;** **• transformer, line, bay, feeder and metering details;** **• energy-accounting boundary data and consumer connectivity information;** **• works in progress, proposed capital schemes, stores and capital spares;** **• physical verification and asset-reconciliation reports; and** **• assets admitted by CERC or reflected in earlier tariff orders.** **The Consultant firm shall prepare a Fixed Asset Register and link it to location, voltage, commissioning year, source and destination nodes, ownership, capitalization value, depreciation, present use, connected consumers or downstream substations, regulatory treatment and supporting evidence.** **Deliverables** **• Fixed Asset Register;** **• master asset database; and** **• document and evidence index.** **DVC shall facilitate the Consultant firm in obtaining complete and available information from its concerned departments and offices, coordinate data collection, and support the validation and reconciliation of the information provided. The Consultant firm shall identify and document any data gaps, inconsistencies, or discrepancies and submit the same to Hon'ble JSERC for issuing appropriate directions to DVC.**
3	Clause 5, Task 3, Pg_5	**Map the source-to-load electricity flow across DVC's network within Jharkhand.** • Identify various interfaces between generation, transmission and distribution in Jharkhand. • Identify all injection, drawal, transformation and consumer-delivery points. • Map retail consumers, consumer groups and supply points to the upstream feeder, substation, transformer, line and associated equipment serving them. • Identify mixed-use network elements serving retail consumers, distribution substations, bulk supply licensees, generating stations, inter-State transfers or system-security functions. Deliverables • Network Mapping Report; • source-to-load connectivity database; • interface and boundary-point register;	No Change

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4	Clause 5, Task 5, Pg_6	The Consultant firm shall undertake representative, risk-based field verification of major grid and receiving substations, transmission-cum-distribution substations, consumer feeding substations, critical lines and bays, mixed-use assets, boundary metering points, control centres, stores, maintenance facilities, and assets having uncertain ownership or use. Deliverables • Field Verification Report;	No Change
5	Clause 5, Task 6, Pg_6-7	• Reconcile the technical asset register with audited accounts, project records and approved capitalization. • Determine original or admissible capital cost, gross fixed assets, accumulated depreciation, net fixed assets, consumer contribution, grants and subsidies, capital work in progress, impairment, outstanding liabilities, working capital, regulatory assets and liabilities, and equity and debt attributable to distribution. • Determine distribution-related annual fixed-cost components, including depreciation, return on equity, interest on loan, operation and maintenance expenses, interest on working capital and other admissible components.	No Change
6	Clause 5, Task 8, Pg_8	**The Consultant firm shall assist JSERC in:** • issuing data directions and clarification requests to DVC; • conducting technical validation meetings; • examining submissions, objections and stakeholder comments; • preparing issue-wise analysis, presentations and briefing notes; • supporting stakeholder consultations and public hearings; • framing implementation directions and reviewing compliance submissions; • supporting drafting of the Commission's order, where specifically required; • preparing technical responses in review or appellate proceedings; and • conducting knowledge-transfer sessions for Commission officers. Final legal pleadings and statutory orders shall be undertaken by the Commission and its legal counsel. All final outputs shall be submitted in searchable PDF and editable Word & Excel formats. Models shall contain unlocked formulas, assumptions, links, version information and user instructions.	No Change
7	Clause 7 (Eligibility), Sl.4, Pg_9	The Bidders should have at least 1 Completed or Ongoing assignment in areas of Power sector Utility restructuring/unbundling/Transaction advisory for PPP in last 05 years	No Change
8	Clause 8 (Timeline), Pg_9-11	The assignment shall be completed within 90 days (12 Weeks) from the date of issue of the Letter of Award/Work Order.	No Change

S.No	RFP Reference	Original RFP Provision	Revised Provisions
9	Clause 10.10 (Conflict of Interest), Pg_12	A bidder shall not have any conflict of interest that may affect the assignment. Without limitation, a firm that is presently engaged by DVC in any power sector related works including but not limited to accounts, audit, regulatory, strategy formulation or implementation, program management, operational excellence etc. JSERC reserves the right to determine, at its sole discretion, whether such engagement constitutes a disqualifying conflict of interest. Decision of JSERC in this regard is final and cannot be challenged.	A bidder shall not have any conflict of interest that may affect the assignment. Without limitation, a firm that is presently engaged by DVC or **any Consumer Association of DVC, namely JCADVC or DVPCA.** in any power sector related works including but not limited to accounts, audit, regulatory, strategy formulation or implementation, program management, operational excellence etc. JSERC reserves the right to determine, at its sole discretion, whether such engagement constitutes a disqualifying conflict of interest. Decision of JSERC in this regard is final and cannot be challenged.
10	Clause 11.1 (Technical Proposal docs), Pg_12	**Technical Proposal shall include:** • Covering letter as per Annexure B. • Firm profile, registration certificate. • Audited financials/CA-certified turnover certificates for the last 3 financial years. • Details of relevant assignments handled for distribution/transmission utilities, with client references, in the format at Annexure E. • CVs of the proposed Chartered Accountant(s) and Electrical Engineer(s) for this assignment. Technical proposal describing approach and methodology, understanding of the assignment, and proposed work plan. • Self-declaration of no blacklisting, as per Annexure D. • EMD in the prescribed form.	No Change
11	Clause 12.1 (Marking) Pt.2 - Turnover, Pg_13	**Financial standing** - average annual turnover over the last 3 years (beyond minimum Rs. 50 crore) i. Within Rs 50 Crore – 150 Crore – 05 Marks ii. More than Rs 150 Crore – 10 Marks	No Change
12	Clause 12.1 (Marking) Pt.3 - Sector experience, Pg_13	**Relevant sector experience** - number of completed or ongoing assignments with distribution/transmission licensees or utilities or CERC/SERCs (consultancy, accounting services, audit/internal audit, asset verification, tariff-related costing, tariff determination, regulatory audits) in last 10 years i. 05 Projects – 15 marks 02 marks for each additional project subject to maximum of 10 marks	No Change
13	Clause 12.1 (Marking) - new criterion, Pg_13		No Change
14	Clause 12.1 (Marking) Pt.5 - Power Distribution Expert, Pg_14	Adequacy and qualification of proposed team (Chartered Accountants and Electrical Engineers), including relevant domain exposure 1. **Team Leader** – B.Tech (Electrical) plus MBA/PGDM or CA with at least 15 years of total experience in Power sector and has handled or handling relevant assignment such as PPP in Power sector, Restructuring of Utilities or Unbundling of Power departments or State Electricity Boards. **Experience in 1 Projec**t – 5 Marks **Experience in 2 Project** – 10 Marks 2. Regulatory Expert - B.Tech plus MBA or Chartered Accountant with more than 10 years of experience in power sector. **Experience in Power sector** – 10 years – 01 marks 0.5 marks for each additional year of experience subject to a maximum of 3.0 marks 3. **Power Distribution Expert** - B.Tech (Electrical) with 6 years of experience in Power Distribution related works. Experience in Power Distribution Works – 06 years – 01 mark 0.5 marks for each additional year of experience subject to a maximum of 2.0 marks	Adequacy and qualification of proposed team (Chartered Accountants and Electrical Engineers), including relevant domain exposure 1. **Team Leader** – B.Tech (Electrical) plus MBA/PGDM or CA with at least 15 years of total experience in Power sector and has handled or handling relevant assignment such as PPP in Power sector, Restructuring of Utilities or Unbundling of Power departments or State Electricity Boards. **Experience in 1 Projec**t – 5 Marks **Experience in 2 Project** – 10 Marks 2. Regulatory Expert - B.Tech plus MBA or Chartered Accountant with more than 10 years of experience in power sector. **Experience in Power sector** – 10 years – 01 marks 0.5 marks for each additional year of experience subject to a maximum of 3.0 marks 3. **Power Distribution Expert** - **B.Tech/ BE (Electrical)** with 6 years of experience in Power Distribution related works. Experience in Power Distribution Works – 06 years – 01 mark 0.5 marks for each additional year of experience subject to a maximum of 2.0 marks

S.No	RFP Reference	Original RFP Provision	Revised Provisions
15	Clause 13.3 (Performance Security), Pg_16	The selected firm shall furnish a Performance Security equivalent to 20% of the contract value, in the form of a Bank Guarantee or Insurance Surety Bond valid for the contract period plus 30 days, within 7 days of the LOA. The Performance Security shall be released within 30 days of satisfactory completion of the assignment and submission of the Final Report.	**The clause will be read as:** The selected firm shall furnish a Performance Security equivalent to 20% of the contract value, in the form of a Bank Guarantee or Insurance Surety Bond valid for the contract period plus 30 days, within **15** days of the LOA. The Performance Security shall be released within 30 days of satisfactory completion of the assignment and submission of the Final Report.
16	Clause 13.5 (Penalty for Delay), Pg_17	In case of delay in completion of the assignment beyond 90 days (or the extended period, if any, granted in writing by JSERC) for reasons attributable to the firm, a penalty of 0.5% of the contract value shall be levied for each week of delay, subject to a maximum of 20% of the contract value. Delay beyond 10% cumulative penalty shall entitle JSERC to terminate the Contract and forfeit the Performance Security, without prejudice to its other rights.	No Change
17	Clause 13.11 (Termination), Pg_17	JSERC may terminate the Contract, in whole or in part, by written notice, in the event of: (a) material breach of the terms of the Contract by the firm not remedied within 7 days of notice; (b) insolvency, winding up, or dissolution of the firm; (c) fraud, misrepresentation, or suppression of material fact by the firm; or (d) delay resulting in cumulative penalty exceeding 10% of the contract value. Upon termination, the firm shall hand over all work completed till date, and shall be paid on a pro-rata basis for satisfactorily completed milestones, subject to adjustment of penalties.	No Change
18	Annexure A, S.No. 5-7, Pg_19	**S.No 5** Details of relevant assignments for meeting Eligibility criteria **(Annexure E-1)** **S.No .6** Details of relevant sector experience with distribution/transmission licensees or utilities or CERC/SERCs (consultancy, accounting services, audit/internal audit, asset verification, tariff-related costing, tariff determination, regulatory audits) in last 10 years **(Annexure E-2)** **S.No 7** Details of experience of completed or ongoing similar projects related to transaction advisory for PPP, Restructuring, or Unbundling of Power departments **(Annexure E-3)**	No Change
19	Annexure A, Sl.5-7 (CV list), Pg_19		No Change
20	Key Dates - Submission deadline, Pg_1	Last date for submission of proposals: 03.10.2026, 5:00 PM.	No Change
21	New clause - Estimated Budget		No Change
22	Clause 13.10 (Indemnity and Limitation of Liability) Pg_17	The firm shall indemnify JSERC against any loss, claim, or damage arising from negligence, misconduct, or breach of the terms of the Contract by the firm or its personnel. The aggregate liability of the firm under the Contract shall not exceed the total contract value, except in cases of fraud, gross negligence, or wilful misconduct.	No Change
23	Clause 13.4 (Payment Terms) Pg_16-17	**Milestone payments:** (i) On submission of draft Fixed Asset Register (FAR) – 50% of contract value; (ii) On submission of Opening Balance Sheet for DVC's distribution business in Jharkhand & Final Report – 40%; (iii) After three months of completion of work or disposal of review/appeal, whichever is later – 10%.	No Change

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24	Deployment of Manpower (no specific clause cited)		No Change