

Jharkhand State Electricity Regulatory Commission (JSERC)

Request for Proposal/Terms of Reference for empanelment of Technical Consultants

Reference: RFP No-JSERC/2026/RFP-

Invitation for Requests/proposals for empanelment of technical consultant

- Jharkhand State Electricity Regulatory Commission invites Proposals from reputed, competent and professional firms/Institutions that meet the minimum eligible criteria as specified in this Request for Proposal (RFP) for empanelment of technical consultants.
- The complete RFP document has been uploaded on the website of the Commission at www.jserc.org
- The empanelment process would follow two step empanelment mechanism for separate technical and commercial proposals.
- The professional firms/Institutions shall submit the offer both for technical and commercial proposals.
- No contractual obligation whatsoever shall arise from the RFP unless and until a formal Contract is signed and executed between JSERC and the successful professional firms/Institutions who are empanelled.
- JSERC disclaims any factual/or other errors in this document (the onus is purely on the professional firms/Institutions to verify such information) and the information provided herein is intended only to help the professional firms/Institutions to prepare a logical proposal.

Detailed Expression of Interest Document

Expression of Interest (EOI) /RFP for Empanelment of Firms/Institutions for various Technical Tasks

1. Introduction

The Govt. of Jharkhand State constituted Jharkhand State Electricity Regulatory Commission (JSERC) under sub-section (1) of section 17 of the Electricity Regulatory Commissions Act, 1998 (14 of 1998), vide Notification No. 1763 dated 22.08.2002. The Electricity Act 2003 has come into force w.e.f. 10.06.2003. Thus, JSERC established under section 17(1) of the Electricity Regulatory Commissions Act, 1998 has become the State Commission for the purposes of The Electricity Act, 2003. In terms of the first proviso to sub-section (1) of section 86 of the said Act the State Commission shall discharge the following functions, namely: -

- a. To determine the tariff for generation, supply, transmissions and wheeling of electricity wholesale, bulk or retail as the case may be, within the state provided 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. To 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. To facilitate intra-state transmission and wheeling of electricity;
- d. To issue licenses to persons seeking to act as transmission licensees, distribution licensees and electricity traders with respect to their operations within the State;
- e. To Promote cogeneration 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 licensee;
- f. To adjudicate upon the disputes between the licensees and generating companies and to refer any dispute for arbitration;
- g. To levy fees for the purposes of this Act;

- h. To specify Grid Code consistent with the Grid Code specified under clause (h) of the sub-section (1) of section 79;
- i. To specify or enforce the standards with respect to quality, continuity and reliability of service by licensees;
- j. To fix the trading margin in the intra-state trading of electricity, if considered, necessary;
- k. To discharge such other functions as may be assigned to it under this Act.

JSERC is also empowered to make regulations as per Sec 181 of the Act to carry out the provisions of the Act.

JSERC intends to empanel technically qualified and professionally managed Consultancy firms/Institutions to assist the Commission in respect of any or all of the Technical tasks listed under clause 2 of this document.

2. List of Deliverables/Tasks proposed to be assigned:

List of the tasks proposed to be assigned to the Consultancy Firms is as under:

PART-I: Assistance in Tariff Determination

1. Multi-Year Tariff (MYT) determination of Generating Companies.
2. Multi-Year Tariff (MYT) determination of Transmission Licensees.
3. Approval of Fees and Charges of the Jharkhand State Load Despatch Centre.
4. Intra State Transmission Charges Determination.
5. Multi-Year Tariff (MYT) determination of Distribution Licensees.
6. Annual Performance Review (APR), Fuel and Power Purchase Cost Adjustment (FPPCA), Truing up and Tariff determination process for every year in respect of all Utilities following principles laid down in the MYT Regulations, if required.
7. Determination of Capital Cost and Tariff for the New Thermal Generating Stations and New Transmission Licensee.
8. Determination of Project Specific Tariff for Renewable Energy Power Plants (Municipal Solid Waste, etc).
9. Vetting of Monthly Variable Cost Adjustment (MVCA) by Distribution Licensees and Monthly Fuel Cost Adjustment (MFCA) by the Generating Companies.
10. Petitions with respect to adoption of Tariff under Section 63 for Generating Company or Transmission Licensee.

PART-II: Energy Efficiency, Electrical Vehicle, Energy Storage and Demand Side Management

1. Evaluation of Energy Storage, Electric Vehicle charging infrastructure, Demand Side Management/Energy Efficiency measures in respect of use of electricity.
2. Taking of Regulatory measures to facilitate/promote the implementation of the Guidelines/Programmes of the Bureau of Energy Efficiency in the State of Jharkhand State.
3. Taking of Regulatory measures to facilitate/promote Energy Storage, Electric Vehicle charging infrastructure, etc.

PART-III: Cogeneration and Generation of electricity from renewable sources

1. Review of Jharkhand State Electricity Regulatory Commission (Cogeneration and Generation of Electricity from Renewable Sources of Energy) Regulations (RE Regulations) and assistance in determination of feed in tariff for Wind Energy, Solar, Small Hydro, Municipal Solid Waste, Biomass based generation and Bio gas based Cogeneration units, etc.
2. Assistance in Compliance of Renewable Purchase Obligations (RPO).
3. Assistance in Adoption of tariff discovered through competitive bidding process.
4. Assistance in Adjudication of disputes between Licensee and RE Generators.

PART-IV: Other functions under Electricity Act, 2003, and standards for quality service by licensees

1. Assistance in Compliance Monitoring of directives issued by the Commission in various Orders, Tariff Orders inclusive of all interactions and feedback discussions regarding the same.
2. Review of new issues and revisions of Scheduling and Despatch/Metering Codes and Grid Energy Accounting Procedures brought out by STU/SLDC and State level bodies.
3. Review of performance of Generation, Transmission and Distribution Licensees against standard criteria and setting of performance indices / norms.
4. Assisting in legal matters / Court Cases (APTEL / High Court / Supreme Court).

PART-V: Assistance in Review, Amendment and Framing of Regulations

1. Evaluation of Capital Expenditure (Capex) schemes submitted by Generating Companies, Transmission and Distribution Licensees.
2. Review and amendment of various existing Regulations and Guidelines notified by the Commission, if required.
3. Framing of New Regulations and Guidelines.

PART-VI: Assistance in Issue of Licenses for transmission, distribution and trading of electricity

1. Processing of application for new Transmission, Distribution and Trading License.

2. Framing and resolving of legal issues related to deemed Distribution License status and conditions of license applicable to Licensees defined under Section 14 of EA 2003.

PART-VII: Assistance in Adjudication of disputes between Generating Utilities and Distribution Licensees and disputes related to Power Purchase Agreements (PPAs)

1. Assistance in Adjudication of disputes in respect of Petitions filed by Generating and Distribution Companies regarding PPA's.

PART-VIII: Capacity Building in Electricity Regulations

1. Assessment of training needs of employees (Technical / Legal / Finance) of JSERC.
2. Training and capacity building for permanent employees of the JSERC.

PART-IX: Any Other Specific Work not listed from I to VIII

1. The Commission at its discretion may allot any other Regulatory, Technical or Financial assignment which is not listed above.

3. Eligibility & Qualification requirement

The Consultancy firms / Institutions intending for empanelment shall fulfill the following eligibility conditions and shall provide satisfactory evidence towards the following:

- a) The Consultancy Firms/Institutions (including educational institution from any good institution of professional such as IIT, IIM, NABL, etc) who have key personnel on its payroll, having proven records of accomplishment in the tasks enumerated in clause 2 of this document.
- b) The Consultancy Firm / Institutions shall be well acquainted with the Regulatory environment in the power sector and functioning of Licensees / generating companies, Central or State Regulatory Commission Authorities and have experience in dealing with such similar matters.
- c) The consultancy firm / institutions should have handsome average annual turnover of Rs. 50 crore for last three years.
- d) The consultants / resource persons proposed for appointment by the Consultancy Firm or Institution should be Graduates or Post Graduates in the relevant disciplines, and must possess expertise in particular field viz: Electricity Regulations, Power systems, Finance, Economics, Law, etc., commensurate with the nature of tasks to be handled by the Commission.
- e) The Consultancy Firm / Institutions should have adequate technical, financial and legal capability to undertake such tasks as per the terms of reference provided to them

considering various steps to be undertaken from the inception to the completion of the task within the time frame prescribed by the Commission.

- f) The Consultancy Firm / Institutions shall have an appropriate team of individuals, with requisite skills to carry out the tasks within the time frame prescribed by the Commission. If any Consultancy Firm / Institution fails to have the requisite number of resources during the validity of the contract, a penalty may be imposed on the Consultancy Firms / Institution at the rate of 10% of the contract value.
- g) As per Public Procurement Policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered as provided in said Gazette Notification to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012. MSEs participating in the empanelment process must submit valid & authorised copy of certificate of registration. In case of professional firms/Institutions submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's aspirant to note and ensure that nature of services mentioned in MSE's certificate must match with the nature of the services to be supplied as per this RFP document.
- h) The professional firms/Institutions shall furnish copies of certificate of registration/ agreement/articles of association, as the case may be, as consultancy service firm and PAN and GST registration as well as income tax returns for preceding three years.
- i) The initial empanelment would be for a period of 1 years which is extendable for year on year as per the requirement of the Commission.

4.1 Tax Deduction at Source:

The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which the Commission will issue TDS Certificate/s. GST as applicable shall be payable extra, at the prevalent rates.

4.2 No extra charge:

The charges quoted by the professional firms/Institutions in his proposal and accepted by the Commission, will be inclusive of the costs of Consultant's Teams' travel, lodging and boarding, and also all incidental expenses, professional fees etc., incurred by the teams, in connection with the assignment. No separate charges will be payable by the Commission on any such account.

4.3 Proposed Dedicated Staff

The professional firms/Institutions shall deploy at least two team members having not less than three years of relevant experience exclusively for the Commission for the entire tenure of the assignment of the work by the Commission without any additional fees for assistance as detailed in the scope of the work as well as for the routine day to day works of the Commission. Further, the Consultant shall ensure the availability of the two-member team at the Commission. In case of absence of any member of the team or both member of the team deployed, the Consultant shall ensure the deployment of alternate team member(s) at the office of the Commission.

4.4 Any communication relating to query/wanting information/discussion are to be taken up with JSERC only and never directly with the licensees and generating companies. This should be strictly followed.

4.5 Confidentiality of data and documents

The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the Commission shall remain with the Commission. No one shall utilise or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment during the course of the assignment for the Commission, without the express written consent of the Commission. The professional firms/Institutions shall be bound to hand-over the entire set of records of assignment to the Commission before the expiry of the contract and before the final payment is released by the Commission.

4.6 Conflict of interest: The consultant appointed by the Commission, shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of the Commission.

5. Award of appointment on Contract:

5.1 Contract Finalisation:

5.1.1 On completion of the empanelment of the technical and financial offers of the professional firms/Institutions and after assignment of the work, the Commission will issue

‘Letters of Intent’ (**LOIs**) to the concerned professional firms/Institutions.

5.1.2 Within seven days of receipt of the LOI, the empanelled professional firms/Institutions engaged with the assignment of work shall enter into a Contract with the Commission in the prescribed format (**Annexure-III**).

5.1.3 If the empanelled professional firms/Institutions after assignment of work fails to enter into the said Contract, within 21 days of issue of LoI,, the Commission may also exclude professional firms/Institutions from all future assignments/RFP processes.

5.1.4 The Commission reserves the rights, as follows:

- I) To execute the Contract against this RFP, to a single professional firms/Institutions for all the work or to a number of professional firms/Institutions.
- II) To decide to cancel this RFP, and not to proceed in the matter, at any stage of the RFP process or analysis of the proposals and also accept or reject any or all proposals, without giving any explanation, whatsoever. In case of cancellation, the Commission shall have discretion to decide whether to return or not the un-opened portions of the proposals’ documents and also how to deal with the documents retained by the Commission.
- III) To disqualify 1) any professional firms/Institutions found canvassing in the office of the Commission during the process 2) any professional firms/Institutions who has worked with the Commission in the past but has failed to deliver appropriate output for similar type of tasks.

5.2 Operation of the Contract:

5.2.1 As and when needed, the empanelled consultants would be engaged for specific tasks. The required man days and time lines would be finalized at the time of assignment of specific task. The Commission can do so from amongst empanelled professional firms/Institutions.

- 5.2.2 The consultants named in the proposal shall be actually available for carrying out the work.
- 5.2.3 The professional firms/Institutions will be allowed for substitution of resource person due to incapacitation of key professional staff for reasons of health, leave or resignation from services. The professional firms/Institutions can also be requested for addition or augmentation of resources. The substitution and addition of resources will be evaluated based on evaluation criteria followed at the time of original process. Rate for the substitution and additional resources will be fixed on the basis of their qualification, experience and technical experience. Prior approval is necessary for any substitution and addition of resource persons.
- 5.2.4 The Commission will not be responsible for any accidents occurring at the time of execution of the works under this assignment.

5.3 Termination of Agreement:

The Commission may terminate the contract of the assigned work in the following circumstances: that

- 5.3.1 The professional firms/Institutions is unable to address the assigned works.
- 5.3.2 The quality of the assigned works is not to the satisfaction of the Commission.
- 5.3.3 The professional firms/Institutions fails in timely achievement of the milestones as set by the Commission.
- 5.3.4 The professional firms/Institutions commits any material or persistent breach of its obligations under the contract and which, in case of a breach capable of remedy, has not been remedied within 30 days of intimation, or Team members of the Consultant are found lacking in honesty and integrity;
- 5.3.5 The professional firms/Institutions becomes insolvent.
- 5.3.6 The Commission reserves the right to terminate the contract, by giving fifteen days' notice to the professional firms/Institutions, if found not satisfactory and up to the mark.
- 5.3.7 Termination shall be effected by written notice served on the professional firms/Institutions and shall take effect on completion of 30th day of delivery of such notice. The termination will be without prejudice to either party's rights accrued before termination.
- 5.3.8 The professional firms/Institutions may terminate the agreement by giving at least 30 days notice. The termination may be accepted on completion of ongoing assignments or

as decided on the basis of nature of work to be completed.

10 ARBITRATION:-

All disputes, differences, claims and demands arising under the contract shall be referred to the arbitration of a sole arbitrator, under the Arbitration and Conciliation Act, 1996, to be appointed by Commission only. All arbitrations shall be held only in Ranchi. Before going to arbitration, time of at least 45 days should be considered for resolving the conflict amicably and that the Arbitrator will be appointed with consent of both parties.

11 LEGAL JURISDICTION:-

All legal disputes are subject to the jurisdiction of Ranchi Courts only.

Secretary, JSERC

Annexure – I

(FORMAT)

Technical Offer

Date: _____

FROM:

TO:

The Secretary,
JSERC, Ranchi

Subject: “Offer for consulting services for assistance to the Commission to facilitate technical related works as per Para 2 of RFP Document”

Sir,

I/We, _____, enclose herewith our Technical Offer for appointment of the firm for “Offer for consulting services for assistance to the Commission to facilitate technical related works Para 2 of RFP Document”

*We have not taken any deviation from the scope of work or working conditions and confirm compliance to all the conditions specified in the Tender documents/ *We have taken a few deviations from the Tender specifications and details of same are brought out in Annexure-__.

This proposal is submitted for all the tasks mentioned in para 2 of the RFP document /

This proposal is submitted for following specific tasks mentioned in para 2 of the RFP document as follows: _____ (Please mention specific tasks contained in para 2 of RFP document).

(Note: # = to be appropriately modified by the Consultancy Firm/Institution.)

(Note: * and # to be appropriately modified by the Consultancy Firm/Institution.)

The Earnest money deposit of Rs. 50,000 (Rupees Fifty thousand only) is submitted online.

Yours faithfully,

Signature_____

Full Name _____

Designation_____

Address _____

Encl.: (*list of all enclosures*)

X - - X - - X

Annexure – I-A

(FORMAT)

Relevant Experience & Track Record of the Consultancy Firm / Institution

Date: _____

A brief description of the organisation and the assignments of similar nature carried out in the last 3 years.

FROM:

TO: The Secretary
JSERC, Ranchi

A. Brief description of the organization:

1. Name of the Organization
2. Nature of the Organization
3. Business/Profession and number of years in the business
4. Number of staff
5. Registration (attach document)
6. Affiliation with national and international professional/financial bodies.
7. Annual Turnover (last three years) (attach certified document in support)
8. Any other relevant information

B. Assignments carried out in the last 3 years

(The following information should be given in respect of each assignment separately.)

1. Title of assignment
2. Objective of assignment
3. Narrative description of the assignment.
4. Name of the client
5. Address
6. Commencement and completion of the assignment

7. Number of man months as well as the duration period for completion of assignment
8. Outcome of the assignment.
9. Contract value of the assignment
10. Any other relevant information.

Yours faithfully,

Signature _____

Full Name _____

Designation _____ Address _____

Annexure – I-B

(NO PRESCRIBED FORMAT)

(Not more than 5 pages)

Concept Note on the Understanding of the Tasks Envisaged

(Exhaustive – not pertaining to each task given in the scope of work)

Annexure – I-C

Qualifications, Experience and Competence of the Consultants/ Resource Persons for the Assignment

Format of Curriculum Vitae (CV) for Consultant proposed for the Assignment (separate sheet for each Consultant)

Name:

Name of Firm:

Profession:

Age & Date of Birth:

No. of Years with Firm:

Membership of Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

(Give an outline of staff members' experience and training most pertinent to the tasks on assignment. Describe degree of responsibility held by each staff member on relevant previous assignment and give dates and locations. Use up to half a page)

Education:

(Summarize College/University and other specialized education of each staff member, giving names of schools, dates attended and degrees obtained).

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by the staff members since graduation, giving dates, name of employing organization, title of positions held and location of assignments. For experience in the last ten years, also give types of activities performed and Client references, where appropriate. Use up to three-quarter of a page).

Experience in Utility Business: Position held, Nature of work, Highlights/ Achievements.

Certification:

I, the undersigned, certify that, to the best of my knowledge this bio-data correctly describes myself, my qualifications and my experience.

Signature of Staff Member

Date:

It is certified that the concerned person is a full time employee of the Firm.

Signature of authorised Official from the Firm (with name and designation)

Annexure – I-D

Qualifications, Experience and Competence of the Consultant for the Assignment

(contd)

List of the Consultants included in the team

1. **Project Personnel**

Sr.No.	Name	Position held in the Firm	Qualification from Graduation onwards	Total years of experience since completion of graduation	Number of years in the firm
1					
2					
3					
4					
5					

Annexure I-E

(No prescribed format)

Methodology for Transferring Knowledge to the Staff of the Commission.

(Not more than three pages)

Annexure - II

(FORMAT)

Part – A

FINANCIAL OFFER (Work-wise)

Price Proposal Submission Form

No.....

Date:.....

To,

The Secretary,

Jharkhand State Electricity Regulatory Commission,

1st Floor, Jharkhand State Housing Board (Old Head Quarter),

Harmu Housing Colony, Ranchi - 834002

Sir,

We, the undersigned, offer to provide the consultancy services for in accordance with your request Documents dated and our Technical and Commercial proposal. This quoted price is inclusive of our professional fee, profits and all taxes & levies. However, service tax will be charged over and above this amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the empanelment. Each page of the proposal has been signed by Authorised signatory.

PRICE PROPOSAL

Sl. No.	Item of work (As per scope of work	Rate quoted Per item
Part -I	Assistance in Tariff Determination	
1	Multi-Year Tariff (MYT) determination of Generating Companies.	
2	Multi-Year Tariff (MYT) determination of Transmission Licensees.	

3	Approval of Fees and Charges of the Jharkhand State Load Despatch Centre.	
4	Intra State Transmission Charges Determination.	
5	Multi-Year Tariff (MYT) determination of Distribution Licensees.	
6	Annual Performance Review (APR), Fuel and Power Purchase Cost Adjustment (FPPCA), Truing up and Tariff determination process for every year in respect of all Utilities following principles laid down in the MYT Regulations, if required.	
7	Determination of Capital Cost and Tariff for the New Thermal Generating Stations and New Transmission Licensee.	
8	Determination of Project Specific Tariff for Renewable Energy Power Plants (Municipal Solid Waste, etc).	
9	Vetting of Monthly Variable Cost Adjustment (MVCA) by Distribution Licensees and Monthly Fuel Cost Adjustment (MFCA) by the Generating Companies.	
10	Petitions with respect to adoption of Tariff under Section 63 for Generating Company or Transmission Licensee.	
Part-II	Energy Efficiency, Electrical Vehicle, Energy Storage and Demand Side Management	
1	Evaluation of Energy Storage, Electric Vehicle charging infrastructure, Demand Side Management/Energy Efficiency measures in respect of use of electricity.	
2	Taking of Regulatory measures to facilitate/promote the implementation of the Guidelines/Programmes of the Bureau of Energy Efficiency in the State of Jharkhand State.	
3	Taking of Regulatory measures to facilitate/promote Energy Storage, Electric Vehicle charging infrastructure, etc.	

Part-III	Cogeneration and Generation of electricity from renewable sources	
1	Review of Jharkhand State Electricity Regulatory Commission (Cogeneration and Generation of Electricity from Renewable Sources of Energy) Regulations (RE Regulations) and determination of feed in tariff for Wind Energy, Solar, Small Hydro, Municipal Solid Waste, Biomass based generation and Bio gas based Cogeneration units, etc.	
2	Assistance in Compliance of Renewable Purchase Obligations (RPO)	
3	Assistance in Adoption of tariff discovered through competitive bidding process for RE Projects	
4	Assistance in Adjudication of disputes between Licensee and RE Generators	
PART-IV	Other functions under Electricity Act, 2003, and standards for quality service by licensees	
1	Assistance in Compliance Monitoring of directives issued by the Commission in various Orders, Tariff Orders inclusive of all interactions and feedback discussions regarding the same	
2	Review of new issues and revisions of Scheduling and Despatch/Metering Codes and Grid Energy Accounting Procedures brought out by STU/SLDC and State level bodies.	
3	Review of performance of Generation, Transmission and Distribution Licensees against standard criteria and setting of performance indices / norms.	
4	Assisting in legal matters / Court Cases (APTEL / High Court / Supreme Court)	
PART-V	Assistance in Review & Amendment of Regulations	
1	Evaluation of Capital Expenditure (Capex) schemes submitted by Generating Companies, Transmission and Distribution Licensees.	

2	Review and amendment of various existing Regulations and Guidelines notified by the Commission, if required.	
3	Framing of New Regulations and Guidelines.	
PART-VI	Assistance in Issue of Licenses for transmission, distribution and trading of electricity	
1	Processing of application for new Transmission, Distribution and Trading Licence.	
2	Framing and resolving of legal issues related to deemed Distribution Licence status and conditions of licence applicable to Licensees defined under Section 14 of EA 2003.	
PART-VII	Assistance in Adjudication of disputes between Generating Utilities and Distribution Licensees and disputes related to Power Purchase Agreements (PPAs)	
1	Adjudication of disputes in respect of Petitions filed by Generating and Distribution Companies regarding PPA's.	
PART-VIII	Capacity Building in Electricity Regulations	
1	Assessment of training needs of employees (Technical / Legal / Finance) of JSERC	
2	Training and capacity building for permanent employees of the JSERC.	
PART-IX	Any Other Specific Work not listed from I to VIII	
1	The Commission at its discretion may allot any other Regulatory, Technical or Financial assignment which is not listed above.	
Total		

Note: The estimated quantity of work may vary during a particular as per requirement.

We understand that you are not bound to accept any Proposal you receive.

Yours faithfully,

Signature_____Full Name_____

Designation_____Address_____

(FORMAT)

Part – B

FINANCIAL OFFER (Resource-Person Wise)

Date:

FROM:

TO:

The Secretary,
JSERC, Ranchi

Subject:

Sir,

This has reference to our Technical Offer under our reference no. _____ dated _____, for providing assistance to the Commission to facilitate various tasks enumerated under Clause 2 of the Expression of Interest works as per RFP Document”

I/We _____(Firm), hereby furnish our Financial Offer, as follows;

Sr. No	Name of the resource person as per Annexure I – D	Monthly Fee (considering 22 man-days a month)
1		

2		
3		
4		
5		

We confirm that the above quoted prices are inclusive of all costs (excluding GST) for carrying out the work as specified in the RFP documents.

Yours faithfully,

Signature_____Full Name_____

Designation_____Address_____

Annexure – III

Format of Agreement

AGREEMENT OF CONSULTANCY CONTRACT HAS BEEN MADE BETWEEN **JHARKHAND STATE ELECTRICITY REGULATORY COMMISSION**, (HEREIN AFTER REFERED TO AS THE COMMISSION) JHARKHAND STATE,Ranchi AND **M/S.** (HEREIN AFTER REFFERED TO AS THE CONSULTANT) ON _____ (date) FOR EMPANELMENT OF CONSULTANTS FOR ASSISTING IN VARIOUS TECHNICAL TASKS FOR PERIOD OF 3 YEARS FROM TO

1. INTRODUCTION

Jharkhand State Electricity Regulatory Commission (JSERC) was established under the Electricity Regulatory Commissions Act, 1998, a Central Act vide Notification No 06-Power/III dated 06.01.1999 which was superseded by Electricity Act, 2003 (EA 2003). The Commission under Section 86 of the EA 2003 undertakes various functions, such as, determination of tariff for generation, transmission and wheeling of electricity; bulk or retail supply of electricity, as the case may be, within the State of Jharkhand State; regulate electricity purchase and procurement process of Distribution Licensees; issue Licences for Transmission, Distribution, and Trading of electricity and promote generation /co-generation of electricity from renewable sources of energy.

2. APPOINTMENT:

As per the Terms of reference of empanelment documents the consultant appointed would be required to work for JSERC as and when the need would arise. The consultants appointed however have option to work partly or fully from their own locations. The payment would be on the basis of actual working days in a month, subject to a maximum of the approved monthly fee of the consultant/ resource persons. One working day would constitute work of eight hours. The rate of one working day would be calculated on the assumption that the approved monthly

fee is for 22 working days.

3. PROJECT DIRECTOR:

Consultant Shri.....would work as “Project Director” as per the ToR of RFP documents.

3 SCOPE OF WORK

List of the tasks proposed to be assigned to the Consultancy Firms / Institutions is as under:

PART-I: Assistance in Tariff Determination

1. Multi-Year Tariff (MYT) determination of Generating Companies.
2. Multi-Year Tariff (MYT) determination of Transmission Licensees.
3. Approval of Fees and Charges of the Jharkhand State State Load Despatch Centre.
4. Intra State Transmission Charges Determination.
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6. Annual Performance Review (APR), Fuel and Power Purchase Cost Adjustment (FPPCA), Truing up and Tariff determination process for every year in respect of all Utilities following principles laid down in the MYT Regulations, if required.
7. Determination of Capital Cost and Tariff for the New Thermal Generating Stations and New Transmission Licensee.
8. Determination of Project Specific Tariff for Renewable Energy Power Plants (Municipal Solid Waste, etc).
9. Vetting of Monthly Variable Cost Adjustment (MVCA) by Distribution Licensees and Monthly Fuel Cost Adjustment (MFCA) by the Generating Companies.
10. Petitions with respect to adoption of Tariff under Section 63 for Generating Company or Transmission Licensee.

PART-II: Energy Efficiency, Electrical Vehicle, Energy Storage and Demand Side Management

1. Evaluation of Energy Storage, Electric Vehicle charging infrastructure, Demand Side Management / Energy Efficiency measures in respect of use of electricity.
2. Taking of Regulatory measures to facilitate / promote the implementation of the Guidelines/Programmes of the Bureau of Energy Efficiency in the State of Jharkhand State.

3. Taking of Regulatory measures to facilitate / promote Energy Storage, Electric Vehicle charging infrastructure, etc.

PART-III: Cogeneration and Generation of electricity from renewable sources

1. Review of Jharkhand State Electricity Regulatory Commission (Cogeneration and Generation of Electricity from Renewable Sources of Energy) Regulations (RE Regulations) and determination of feed in tariff for Wind Energy, Solar, Small Hydro, Municipal Solid Waste, Biomass based generation and Bagasse based Cogeneration units, etc.
2. Assistance in Compliance of Renewable Purchase Obligations (RPO). .
3. Assistance in Adoption of tariff discovered through competitive bidding process for RE projects.
4. Assistance in Adjudication of disputes between Licensee and RE Generators

PART-IV: Other functions under Electricity Act, 2003, and standards for quality service by licensees

1. Assistance in Compliance Monitoring of directives issued by the Commission in various Orders, Tariff Orders inclusive of all interactions and feedback discussions regarding the same.
2. Review of new issues and revisions of Scheduling and Despatch/Metering Codes and Grid Energy Accounting Procedures brought out by STU/SLDC and State level bodies.
3. Review of performance of Generation, Transmission and Distribution Licensees against standard criteria and setting of performance indices / norms.
4. Assisting in legal matters/Court Cases (APTEL/High Court/Supreme Court)

PART-V: Assistance in Review & Amendment of Regulations

1. Evaluation of Capital Expenditure (Capex) schemes submitted by Generating Companies, Transmission and Distribution Licensees.
2. Review and amendment of various existing Regulations and Guidelines notified by the Commission, if required.
3. Framing of New Regulations and Guidelines

PART-VI: Assistance in Issue of License for transmission, distribution and trading of electricity

1. Processing of application for new Transmission, Distribution and Trading Licence.
2. Framing and resolving of legal issues related to deemed Distribution Licence status and

conditions of license applicable to Licensees defined under Section 14 of EA 2003.

PART-VII: Assistance in Adjudication of disputes between Generating Utilities and Distribution Licensees and disputes related to Power Purchase Agreements (PPAs)

1. Assistance in Adjudication of disputes in respect of Petitions filed by Generating and Distribution Companies regarding PPA's.

PART-VIII: Capacity Building in Electricity Regulations

1. Assessment of training needs of employees (Technical / Legal / Finance) of JSERC.
2. Training and capacity building for permanent employees of the JSERC.

PART-IX: Any Other Specific Work not listed from I to VIII

1. The Commission at its discretion may allot any other Regulatory, Technical or Financial assignment which is not listed above.

4 DELIVERABLES:

- i. Evaluation and analysis of proposal, identification of further data or clarifications required, their scrutiny and, if necessary, preparation of a proposed dispensation for putting to the public (with English summary) along with Petition and other relevant documents.
- ii. Record of Proceedings / Minutes of Technical Validation sessions or hearing/Suggestions and Objections.
- iii. Issue-wise categorization and comments on inputs received in the public consultation process, the Petition etc.
- iv. Presentations on the Tariff Model design being adopted and determination of tariff for various categories of consumers.
- v. List and classification of comments/objections received from discussions/ hearings and during the public process, including opinion on each issue so as to finalize the view of the Commission on each such issue.
- vi. Draft Order
- vii. Final modified draft Order.
- viii. Record of Proceedings and draft Orders in respect of Review Petition, if any.
- ix. The draft commendation / tariff determination report (Detailed Order) including Executive Summary, financial models (Speaking Order for early release) shall be submitted in hard copies, as well as soft copy in electronic format.
- x. Draft press note (in English) giving salient features of the Tariff Order and Tariff

Impact/Comparison

- xi. Draft Order in Review (if any), and clarifications if required
- xii. Vetting of Tariff Booklets.
- xiii. The progress of assignment will be monitored on continuous basis and acceptance of deliverables will be communicated at various stages, within 30 days of receipt of deliverables. Further, in case of some changes or suggestions in interim deliverables, the final deliverables provided after incorporating the changes and suggestions, will be accepted within 30 days of receipt of final deliverables.

5 ASSIGNMENT DURATION:

This Contract is valid for a period of 3 years from the date of the execution of this Contract. The validity of this Contract shall be extendable for a further period of 2 years on mutually agreed fee and terms & conditions.

6 ACCOMMODATION:

No residential accommodation will be provided by the Commission. The Commission shall however provide office space and other facilities for working of Consultants in JSERC Office.

7 PAN / GST REGISTRATION:

The consultancy firm M/sshould furnish copy of certificate of registration as consultancy service firm and PAN and GST registration.

8 SECURITY DEPOSIT:

M/s.....shall furnish a Bank Guarantee (as per Annexure-IV) from a Nationalised / Scheduled Bank, on a Stamp Paper of Rs.100/-, as Contract Security Deposit, for a value equal to Rs.10,00,000/- (Rupees Ten Lakh only), valid for the entire period of the contract plus a period of three (3) months, to enable lodging of any claims, arising due to failure on Consultant's part. The Contract Security Deposit shall be payable within 7 days of signing of the Contract.

9 APPOINTMENT OF CONSULTANT AND PROFESSIONAL FEE:

The Commission appoints the following resource persons / Consultants under this agreement and professional fees payable is tabulated below:

Sl. No.	Name of the resource person	Monthly Fee (in Rupees)
1		
2		
3		
4		
5		

The above fee is inclusive of all costs (excluding GST) for carrying out the work as specified in the scope of work. The GST as applicable shall be paid extra by the Commission along with monthly fee.

The Consultant M/s _____ (name of firm) shall be responsible for payment of Government Dues as per the applicable Act/Rules i.e. Provident Fund, Profession Tax, ESIS, Compensation, etc in respect of deployed consultants/ resource person in Commission's office.

10 TERMS OF PAYMENT:

A. Terms of Payment for Part – A of the financial offer

1. For the Tariff and Regulation works as defined in Para 2, Part -1 and Part-V

- a) Fifty percent (50%) of the total contract price on the submission of the draft order/tariff order/ regulation and/or amendment of regulations
- b) Forty percent (40%) of the total contract price upon submission of final order/tariff order/ regulation and/or amendment of regulations.
- c) Balance ten percent (10%) of the total contract price after three months of completion of work or after the disposal of the review/appeal, if any, whichever is later.
- d) All payments as indicated above shall be released within thirty (30) days of the receipt of invoice.

2. For remaining Tasks defined as per Para 2

- a) Ninety percent (90%) of the total contract price on the completion of the activity and subjected to the submission of the final report/outcome

- b) Balance ten percent (10%) of the total contract price after three months of completion of work or after the disposal of the review/appeal, if any, whichever is later.
- c) All payments as indicated above shall be released within thirty (30) days of the receipt of invoice.

B. Terms of Payment for Part – B of the financial offer

Payment for the consultants would be made every month subject to the submission bills alongwith work sheet of work carried out by the consultants during the month.

Note: The Commission is free to consider either of Part - A or Part - B of the financial offer for the final evaluation. In case the Commission considers Part - A of the financial offer, then Payment Terms for Part - A, as mentioned in Clause 7.2.A. in the section 'General Condition of the Contract' should be considered, and if the Commission considers Part - B of the financial offer, as mentioned in Clause 7.2.B. in the section 'General Condition of the Contract' then the Payment Terms for Part - B will be considered.

11 TAX DEDUCTION AT SOURCE:

The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which the Commission will issue TDS Certificate/s. GST as applicable shall be payable extra, at the prevalent rates.

12 NO EXTRA CHARGES:

The fee of the Consultant M/s (name of firm) as mentioned in above para, will be inclusive of the costs of Consultant's Teams' travel, lodging and boarding, and also all incidental expenses, professional fees etc., incurred by the teams, in connection with the assignment. No separate charges will be payable by the Commission on any such account.

Any communication relating to query/wanting information/discussion are to be taken up with JSERC only and never directly with the licensees and generating companies. This should be strictly followed.

13 Proposed Dedicated Staff

The Consultant shall deploy at least two team members having not less than two years' of relevant experience exclusively for the Commission for the entire tenure of the assignment of the Commission without any additional fees for assistance as detailed in the scope of the work as well as for the routine day to day works of the Commission. Further, the Consultant shall ensure the availability of the two-member team at the Commission. In case of absence of any

member of the team or both member of the team deployed, the Consultant shall ensure the deployment of alternate team member(s) at the office of the Commission.

14 CONFIDENTIALITY OF DATA AND DOCUMENTS:

JSERC would fully own all final deliverables and output produced for the assignment. The Consultant M/s..... (name of firm) would however continue to own any of its pre-existing proprietary knowledge and intellectual property content relied by M/s.....(name of firm) and brought in by it for this assignment and or incorporated in the deliverables and outputs. No one shall utilise or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the Commission, without the express written consent of the Commission. The Consultant shall be bound to hand-over all final deliverables and output produced for this assignment to the Commission before the expiry of the contract, and before the final payment is released by the Commission. The electronic data and back-up on servers / other media and working papers as a part of internal process of M/s..... (name of firm) shall continue to remain property of M/s (name of firm).

15 CONFLICT OF INTEREST:

The Consultant appointed by the Commission, shall in no case represent or give opinion or advice on the specific matters covered in the ToR simultaneously or concurrently to any regulated entity of the Commission. The Consultants shall inform the Commission their existing assignments with the regulated entities which may have bearing on the regulatory advice covered by this ToR. In this regard, M/s(name of firm) shall observe strict policies to prevent any conflict of interest situations by implementing suitable Chinese walls and ethical walls between teams working on different assignments.

16 OPERATION OF THE CONTRACT:

- (i) After entering into a Contract for work, as and when needed, the consultancy firm would be engaged for specific tasks. The detailed work plan, and dates for the milestones for monitoring progress of various works shall be discussed and finalised. The required man-days and time lines shall be finalised at the time of assigning the task. All such decisions would be taken after discussing the matter with the Project Director.
- (ii) The Consultants named in the proposal shall be actually available for carrying out the work.

- (iii) The Consultancy Firm/Institution will be allowed for substitution of resource person due to incapacitation of key professional staff for reasons of health, leave or resignation from services. The Consultancy Firm/Institution can also request for addition or augmentation of resources. The substitution and addition of resources will be evaluated based on evaluation criteria followed at the time of original empanelment. Rate for the substitution and additional resources will be fixed on the basis of their qualification, experience and technical score and rates will be decided on pro-rata basis in consistent with original resources approved for the Consultancy Firm/Institution. Prior approval is necessary for any substitution or addition of resource persons.
- (iv) The Commission shall not be responsible for any accidents occurred at the time of execution of the works under this assignment.

17 Liquidated damages:

- i. For delay: If the Consultant fails to complete the allotted work within the prescribed time period, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit.
- ii. For errors / mistakes: If the Consultant commits any errors / mistakes except typographical error in the allotted work, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit.

18 TERMINATION OF CONTRACT:

The Commission may terminate the contract in the following circumstances: that

- (i) The Consultant is unable to address the assigned works,
- (ii) The quality of the assigned works is not to the satisfaction of the Commission
- (iii) The Consultant fails in timely achievement of the milestones as finally set by the Commission.
- (iv) The Consultant commits any material or persistent breach of its obligations under the contract and which, in case of a breach capable of remedy, has not been remedied within 30 days of intimation, or
- (v) Team members of the Consultant are found lacking in honesty and integrity;
- (vi) The Consultant becomes insolvent.
- (vii) The Commission reserves the right to terminate the contract, by giving fifteen days' notice to the Consultant. In such event, the Contract Security Deposit will stand

forfeited.

- (viii) The termination of this contract shall be effected by written notice served on the Consultant and shall take effect on completion of 30th day of delivery of such notice. The termination will be without prejudice to either party's rights accrued before termination. In the event of such termination of Contract, Security Deposit shall stand forfeited.
- (ix) **Governing law:** The contract shall be governed by and construed in accordance with the laws of the Republic of India.
- (x) The consultant may terminate the agreement by giving at least 30 days notice. The termination may be accepted on completion of ongoing assignments or as decided on the basis of nature of work to be completed.

19 ARBITRATION:-

All disputes, differences, claims and demands arising under the contract shall be referred to the arbitration of a sole arbitrator, under the Arbitration and Conciliation Act, 1996, to be appointed by Commission only. All arbitrations shall be held only in Kolkata. Before going to arbitrator, time of at least 45 days should be considered for resolving the conflict amicably. And that the Arbitrator will be appointed with consent of both parties.

20 LEGAL JURISDICTION:-

All legal disputes are subject to the jurisdiction of Ranchi Courts only.

21 OTHER TERMS AND CONDITIONS

All other terms and conditions as mentioned in tender documents shall be applicable.

SIGNATURE OF M/S..... :

SIGNATURE OF JSERC AUTHORITY :

Annexure – IV

(FORMAT)

CONTRACT SECURITY DEPOSIT

To

The Secretary,

Jharkhand State Electricity Regulatory Commission

.....

.....

WHEREAS..... (Name of agency / firm) hereinafter called

"the firm" has undertaken assignment of Contract No.....dated.....to

assist JSERC in the matter of technical related works as per Para 2 of the Contract (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the firm shall furnish you a bank Guarantee by a Nationalised / Scheduled bank for the sum specified therein as security for compliance performance obligations of the firm in accordance with the Contract.

AND WHEREAS we have agreed to give guarantee for the performance obligations of the firm.

THEREFORE WE,....., (Bank's name and address) hereby affirm that we are

Guarantors and responsible to you, on behalf of the firm, up to a total of Rs. 10,00,000/- (Rupees Ten Lakh Only) and we undertake to pay you, upon your first written demand, declaring the firm to be in default of the contract and without cavil or argument, any sums within the limit of Rs. 10,00,000/- as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee shall remain valid until the end of theday of....., 20....., for acceptance of your claims in the matter.

Signature and Seal of Guarantors

.....

Address

Date