

HPERC BID DOCUMENT

**FOR THE APPOINTMENT OF
CONSULTANTS**

**DURING 5TH MYT CONTROL PERIOD
(FY25 TO FY29)**

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1 INFORMATION FOR BIDDERS (IFB)

1.1 GENERAL:

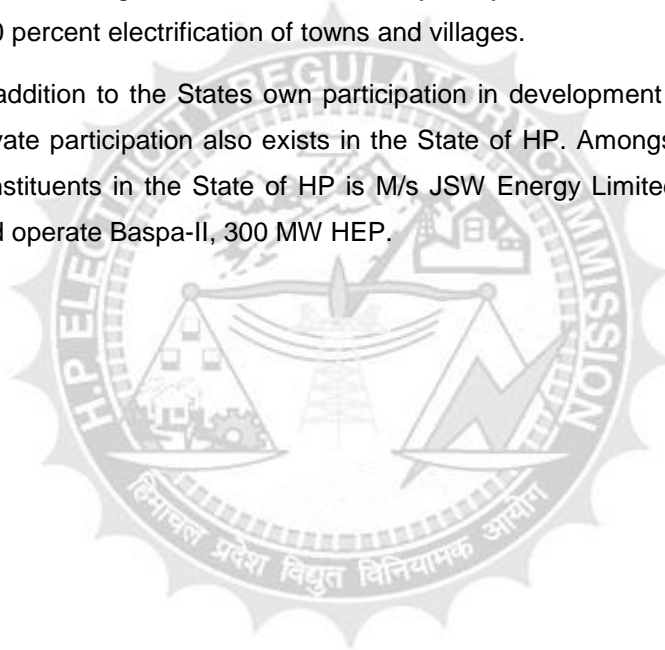
- a) Himachal Pradesh Electricity Regulatory Commission hereinafter referred to as “the HPERC” or the “Commission”, was established by the Government of Himachal Pradesh (GoHP) through a Notification on December 30, 2000, under Section 17 of the Electricity Regulatory Commissions Act, 1998 (14 of 1998), a Central Act which was superseded by Electricity Act, 2003 (EA 2003).
- b) The Commission is a three member regulatory authority assisted by technical and administrative staff. The Commission’s role is to regulate the working of the electricity industry in the State of Himachal Pradesh. The Commission inter-alia, under Section 86 of the EA 2003 undertakes various functions, such as, determination of tariff for generation, transmission and wheeling of electricity; retail supply of electricity, as the case may be, within the State of Himachal Pradesh; regulating electricity purchase and procurement process of Distribution Licensee, promoting generation /co-generation of electricity from renewable sources of energy, issuing Licenses for Transmission, Distribution, and Trading of electricity etc.

1.2 HISTORY OF POWER SECTOR IN THE STATE OF HP:

- a) Electric supply at the time of formation of the State in 1948 was available only in the Capitals of the erstwhile princely States and the connected load at the time was less than 500 kW. Thus, the organization of the power utility in the State began relatively recently and the first electrical Division was formed in August 1953 under the Public Works Department. Subsequently, the Department of Multi Purpose Projects & Power (MPP & Power) was formed in April 1964 on realizing the need for exploiting the substantial hydel potential available in the river basins.
- b) In accordance with the provisions of Electricity Supply Act (1948), in the year 1971, the Himachal Pradesh State Electricity Board (the HPSEB or the Board) was formed. Thereafter, all functions of the Department of MPP & Power such as that of electrification in the State, Generation, execution of hydroelectric projects except functions of flood control and minor irrigation, were transferred to the Board.
- c) With the objective to plan, promote and organize the development of all aspects of hydroelectric power on behalf of Government of Himachal Pradesh (GoHP), Himachal Pradesh Power Corporation Limited (HPPCL) was incorporated in December 2006 under the Companies Act 1956. Similarly, for strengthening of

Transmission Network and Evacuation of Power from upcoming HEPs, in September, 2008, HP Power Transmission Corporation Limited (HPPTCL) was incorporated and was entrusted with the work of formulation/updating and Execution of Transmission Master Plan of the State. Continuing with the exercise of restructuring the power sector in the State, on 10th of June 2010, the Himachal Pradesh State Electricity Board (HPSEB) was re-organised into a Company to be known as Himachal Pradesh State Electricity Board Limited (HPSEBL). Today, the HPSEBL serves approximately 27 lakh consumers of various categories and owns and operates 24 number Hydel generating stations with a total installed capacity of about 488.25 MW with more upcoming capacity due to upcoming hydel plants and additional capitalization.

- d) Despite extreme geographical terrain and climate with the population spread over far- flung and scattered areas, by the year 1988, the State had achieved 100 percent electrification of towns and villages.
- e) In addition to the States own participation in development of power capacities, private participation also exists in the State of HP. Amongst the various private constituents in the State of HP is M/s JSW Energy Limited (JSWEL) who own and operate Baspa-II, 300 MW HEP.



2 INSTRUCTIONS TO BIDDERS (ITB)

2.1 BRIEF SCOPE OF SERVICES:

- a) HPERC intends to engage technically qualified and experienced Consultant (also known as project Consultants) from professionally managed Consultancy Firms/ Institutions in order to effectively assist the Commission in discharging its functions for the five year Control Period (FY2024-25 to FY2028-29, in short referred to as FY25 to FY29 or as 'the 5th Control Period') and to provide consultancy to the Commission in the matter of framing of new Regulations and amendments to existing Regulations, analysing Annual Revenue Requirements (ARRs) and determination of Multi-Year Retail Supply and Wheeling Tariffs / Transmission Charges / SLDC Fees and Charges / Capital costs of Generation/Transmission Projects (including Annual Fixed Charges and Generation/ Transmission Tariffs) and other related matters in respect of all or any of the tasks/jobs mentioned under clause 3.2 and its sub clauses. The Control Period from FY25 to FY29 is the fifth (5th) Control Period of Multiyear Tariff (MYT) regime. The ongoing 4th Control Period is from FY20 to FY24;
- b) The period of engagement of such Consultants is required by the Commission to commence with effect from 1st November, 2023 and continue upto the end of the Fifth five year Control Period i.e. upto 31st March, 2029;
- c) The tasks/jobs/modules as offered by the Commission to the prospective Consultants under clause 3.2 and its sub clauses shall require that the Consultants assist the Commission in analysing and scrutinising the documents and the data / information submitted by various petitioners in their respective tariff petitions during the five year control period (FY25 to FY29). The nature of such analysis and scrutiny would therefore inter-alia include cross check of calculations, preparation of preliminary queries on the filings made by the petitioners, seeking clarifications, examining related books and records of petitioners, analysis of objections and suggestions received on the petition filings, compiling submissions and responses made during the public hearing process.
- d) The nature of aforementioned assistance shall therefore inter-alia also include assistance in tariff/public hearings, assistance in preparation and drafting of Tariff Orders, assistance in Reviews filed by any petitioner/respondent/stakeholder before the Commission and assistance in Reviews / Appeals, if any, filed by any stakeholder either before the Hon'ble Appellate Tribunal for Electricity (APTEL) or before the Hon'ble Supreme Court.
- e) The detailed 'Scope of Work', indicating the major items of works job-wise to be executed by the Consultants, is elaborated for each job/work within each Module under clause 3.2 and its sub clauses.

- f) The Assignment as offered by the Commission to the prospective Consultants shall be completed well in time in accordance with specified / indicated time schedules under clause 2.10. The performance of the consultant must at all times be to the HPERC's satisfaction.
- g) In order to aid the Consultants in executing the assigned jobs/works, the HPERC will provide to the Consultants all necessary inputs as would be available with the HPERC.

2.2 SUBMISSION of BIDS / BIDDING by CONSULTANTS / CONSULTANT FIRMS:

2.2.1 Cost of Bidding:

All costs and expenses incidental to the preparation and submission of the Bids including pre-award discussions with the interested Bidders shall be to the account of the Bidders. The HPERC, regardless of the conduct or outcome of the tendering process, will in no case be liable for the costs and expenses incurred by the Bidders on account of the tendering process.

2.2.2 Local Conditions:

- a) It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the performance of the Contract covered under the Bid Document. The Bidder is advised to obtain for himself on his own responsibility and cost, all information that may be necessary for preparing the Bid and entering into the Contract.
- b) It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim whatsoever including those for financial adjustment to the Contract awarded under the Bid Document will be entertained by the HPERC. Based on the lack of such clear information on the part of the Consultants and its effect on the executed Contract, HPERC shall neither permit any change in the time schedule of the Contract nor make any financial adjustments arising thereof.

2.2.3 Eligibility and Qualification Requirements for Bidding:

This Invitation to Bid is open to the Consultants who meet the following criteria:-

- a) The Consultant / Bidder shall possess adequate experience in the field of Tariff Filing/ Review/ Designing and other regulatory matters and shall be well acquainted with the Regulatory environment in the power sector, functioning of Utilities/ Central Electricity Authority and CERC/SERCs, and shall possess experience in dealing with such similar matters on a wide range. The Consultant / Bidder shall have been undertaking consultancy of the type as specified under clause 3.2 and its sub clauses, during the last five (5) years;

- b) The Consultant/ Bidder must have sound understanding and adequate technical knowledge and practical experience in the following:-
- i) Legal framework governing the power-sector;
 - ii) Economic and commercial aspects of power generation, transmission including system operation and distribution including trading and related matters;
 - iii) Financial analysis and accounting;
 - iv) Experience of designing and implementing MYT framework for licensees and generators and filing Tariff Petitions before the Commission on behalf of them and/or experience of designing and implementing MYT framework for CERC/SERCs and framing Regulations and analysing ARR and Tariff petitions filed before the Commissions;
 - v) Regulatory processes and policies.
- c) Details of such assignments such as name of client, value of work, duration of work, number of staff employed and brief description of work should be provided along with client citation/ confirmation for work done.
- d) The Consultant / Bidder shall have a qualified team of atleast 10 personnel (including 1 Team Leader, 3 personnel each for work related to Distribution and Transmission Licensees/Utilities, 2 personnel for works related to generation business and 1 personnel for works related to SLDC) to execute the Assignment. The professionals proposed for the Assignment by the Bidder are expected to have completed in the past, at least one Assignment of preparation of Annual Revenue Requirements (ARRs) and tariff proposals on behalf of Licensees/ Power Utilities for the filing of these before the HPERC, and/or, should have experience of analyzing the ARR and tariff petitions filed by the electricity Utilities before the CERC/ SERCs. The Bidder is required to submit documentary evidences in support of the individual experience.
- e) So as not to result in any delay in processing the ARR and Tariff petitions filed before the Commission, the Consultant shall commit full time manpower on regular employment exclusively for the Assignments.
- f) The Consultant / Bidder shall have adequate financial capability and status to meet the financial obligations pursuant to the services covered in the Bid Document. The Consultant shall have had an annual turnover of at least Rs. 10 Cr (Rupees Ten Crores) in consultancy business during the last three financial years. Annual Turnover should be duly certified by Chartered Accountants or incorporated body of Auditors or Independent Auditors who are a certified body and are competent to do so.

- g) The Consultant / Bidder should be a Body Corporate/ Registered Firm/ Legal Entity. The Bidder should furnish copies of 'Certificate of Registration' as services firm, PAN/TAN, and 'GST Registration'.

Note: The Bidders shall submit the above details along with supporting documents in Form 4X.

- h) The above requirements are minimum and the HPERC reserves the right to request for any additional information; and, also reserves the right to reject the proposal of any Bidder, if in the opinion of the HPERC, the data supporting eligibility and qualification is incomplete or the Bidder is found not qualifying the basic eligibility criteria as stated under clause 2.2.3.
- i) Notwithstanding anything stated above, the HPERC reserves the right to assess the Bidders' capability and capacity to perform the work should the circumstances warrant such an assessment, in the overall interest of the HPERC.

2.3 THE BID DOCUMENT:

2.3.1 Procuring the Bid Document:

The Bid Document shall be made available by the HPERC on its official website www.hperc.org. All Bidders who download the Bid Document from the website shall immediately intimate to the HPERC through electronic mail as well as through registered post about their having done so, also mentioning therein their address for correspondence so as to enable the HPERC to inform about any clarification(s) sought by any Bidder and/or about any amendment (s) / clarification(s) issued on the Bid Document.

2.3.2 Contents:

- a) The services required, Bidding procedures, Contract terms and technical requirements are prescribed in this Bid Document. This Bid Document together with any amendment, issued in accordance with clause 2.3.4, includes the following:-

Chapter No. Name of Document.

1. Information For Bidders (INFB)
2. Instruction To Bidders (ITB)
3. Terms Of Reference (TOR)
4. Technical Proposal Submission Formats
5. Financial Proposal Submission Formats
6. Contract Forms
 - (I) Form of Letter of Notification of Award (6A)
 - (II) Form of Contract Agreement. (6B)
 - (III) Performance Security Forms (6C)

- b) The Bidder is expected to examine all instructions, forms, schedules, terms, specifications and other information in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document will be at Bidder's risk and may result in rejection of the Bid.

2.3.3 Clarifications on the Bid Document

- a) The Bidder is required to carefully examine the Bid Document and fully inform himself as to all the conditions and matters which may in any way affect the performance of the Contract or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid Document or is in doubt as to the true meaning of any part, he may notify the HPERC in writing, by fax or electronic mail (Email) and the HPERC will respond in writing, by fax or Email to any request for clarification of the Bid Document which it receives ten (10) days prior to the deadline for the submission of Bids. Written copies of the HPERC's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders. All clarifications / amendments issued by the Commission shall form an integral part of the Bid Document and the Bidder's shall modify their proposals accordingly, if required, even if such proposals have already been sent by the Bidders and/or received by the HPERC.
- b) Verbal clarifications given to the Bidders by the employee(s) or representative(s) of the HPERC shall in no way be binding on the HPERC.

2.3.4 Amendments / Clarifications on the Bid Document:

- a) The HPERC reserves the right to issue amendment(s) / clarification(s) to the Bid Document, giving reasonable time prior to the Bid opening. Such amendments/ clarifications etc shall be given due consideration by the Bidders while they submit their respective Bids and such Bidders shall invariably enclose all such modified documents as part of the Bid. All such amendment(s) / clarification(s) etc, shall be sent by Registered post / Emailed by the HPERC to the prospective Bidders at the address intimated by them in their respective registered letters / Emails made at the time of downloading the Bid Document from the HPERC website. The HPERC will bear no responsibility or liability arising out of non-receipt by prospective Bidders of such amendment(s) / clarification(s) issued by the HPERC.
- b) The amendment(s) thus issued will become an integral part of the Bid Document, and will be communicated in writing, by fax or Email to all prospective Bidders who have downloaded the Bid Document and will be binding on them. Prospective Bidders shall promptly acknowledge receipt thereof by fax or Email to the HPERC.

- c) In order to afford prospective Bidders reasonable time in which to take an amendment into account in preparing their Bid, the HPERC may, at its discretion, extend the deadline for the submission of Bids.

2.4 PREPERATION AND SUBMISSION OF BIDS BY BIDDERS:

2.4.1 Language of Bid:

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and HPERC shall be written in English. Any supporting document, not in English, shall be accompanied by English translation.

2.4.2 Documents Comprising the Bid:

- a) Bid submitted by the Bidder shall comprise the following documents:
- i) Bid Form duly completed and signed by the Bidder, together with all Attachments identified in chapters 4, 5, and 6 and following clause 2.4.2 (b);
 - ii) Price Schedules duly completed by the Bidder.
- b) Each Bidder shall submit with its Bid, the following attachments.
- i) Attachment 1: Earnest Money Deposit (EMD) in accordance with clause 2.4.7 and clause 3.8;
 - ii) Attachment 2: Power of Attorney (or Letter of Authorisation from Firm signed by legally authorised signatories), indicating that the person(s) signing the Bid has/have the authority to sign the Bid and that the Bid is binding upon the Bidder during the full period of its validity in accordance with clause 2.4.8;
 - iii) Attachment 3: Bidder's Qualifications giving documentary evidence established in accordance with clause 2.2.3 on Form 4X that Bidder is qualified to perform the Contract, if his/her respective Bid is accepted;
 - iv) The Bidder shall establish to HPERC's satisfaction that the Bidder has the financial, technical and other capabilities to perform the Contract and in particular meets the experience and other criteria outlined in the Bid Data Sheet;
 - v) Bids submitted by a joint venture or a consortium of two or more firms as partners shall comply with the following requirements:-
 - 1. The Bid shall be signed so as to be legally binding on all partners;
 - 2. One of the partners responsible for performing a key component of the Contract shall be designated as leader. This authorisation

shall be evidenced by submitting with the Bid, a Power of Attorney (or Letter of Authorisation from Firm signed by legally authorised signatories);

3. The leader shall be authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture or consortium, and the entire execution of the Contract, including payment, shall be done exclusively with the leader;
4. All partners of the joint venture or consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms;
5. A copy of the Agreement entered into by the joint venture or consortium partners shall be submitted with the Bid;
6. A firm can be a partner in only one joint venture or consortium; Bids submitted by joint venture or consortia including the same firm as partner will be rejected.

2.4.3 Bid Form and Price Schedule:

The Bidder shall complete the Bid Forms and the appropriate Price Schedules as contained in the "Technical Proposal" and "Financial Proposal" of the Bid Document, in accordance with chapters 4 and 5.

2.4.4 Bid Prices:

- a) Bidders shall quote Bid prices on a "Single Responsibility" basis against each Module contained under clause 3.2 and its sub clauses, such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bid.
- b) Price quoted by the Bidder shall be fixed and not subject to any adjustments on account of variations in cost of labour, material, etc during the performance of the Contract. GST levied under statutory provisions, however, shall be considered at the rates prevailing during the financial year in which any particular job under a Module is completed;
- c) The payment shall be 100% on completion by the Consultants, of Job(s) contained under Module(s) specified under item clause 3.2 and its sub clauses.

2.4.5 Currencies of Bid:

Price shall be quoted in Indian Rupees only.

2.4.6 Bid Validity Period:

- a) Bids should be kept valid for acceptance for a period of three (3) calendar months from the date of opening of Bids prescribed in clause 2.4.6. The Bids

valid for a period shorter than specified period shall be rejected as being non-responsive.

- b) In exceptional circumstances, prior to expiry of the original Bid validity period, HPERC may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing, by fax or Email or Registered Post. In the event the Bidder chooses to refuse the request or fails to extend the same within the specified time period, it shall be construed that the Bidder is no longer interested in participating in the Bidding process and the Bid so submitted by the Bidder shall be returned unopened along with the Earnest Money Deposit.

2.4.7 Processing Fee and Earnest Money:

No Processing Fees shall be charged from the Bidders. However, every Bidder at the time of submission of the Bid, shall furnish Earnest Money Deposit (EMD) of Rs 2,00,000/- (In words Rs Two Lakh only) in the form of crossed bank draft drawn in favour of the Secretary, HP Electricity Regulatory Commission, Shimla (H.P.). The EMD of unsuccessful Bidders consequent to the Financial and overall Evaluation, shall be refunded within one month of declaration of the overall evaluation result. The EMD of the successful Bidder shall be refunded after the notification of award, execution of Contract Agreement and Submission of Contract Performance Guarantee pursuant to clause 2.7.5 of the bid document. No interest shall however be paid on Earnest Money Deposit.

2.4.8 Format and Signing of the Bid:

- a) Two part Bid procedure shall be adopted for preparation, submission and evaluation of the Bids. The Bidder shall prepare and submit the Bid in three separate envelopes containing the following documents:
- i) **Part-1:**
 - 1) Earnest Money Deposit (EMD (Envelope- 1)
 - 2) Technical proposal (Envelope- 2)
 - ii) **Part-2:**
 - Financial Proposal (Envelope- 3)
- b) The Part –I of the Bid shall contain the Earnest Money Deposit (EMD) as per clause 3.8 and all the documents specified in clause 2.4.2 and chapter 4. This part shall not contain any indication about the Bid prices in any manner, whatsoever. Non-compliance of this provision shall result in the rejection of the Bid.

- c) The Part-II of the Bid shall contain full particulars of the quoted rates and price specified in clause 2.4.2 and chapter 5 including any discounts, modifications based on clarifications/ amendments, if any.
- d) Submission of a Bid in such a manner (i.e. not enclosing Technical, Financial proposals and EMD in separate envelopes or wrongly marking the envelopes) such that it results in opening of the Technical as well as the Financial Proposal simultaneously during the opening of the Bid, shall result in the rejection of that Bid;
- e) The Bidder shall prepare an original and two (2) copies/sets of the Bid clearly marking each one as "Original Bid", "Copy No. 1" etc. as appropriate. In the event of any discrepancy between them, the original shall prevail;
- f) The original and all copies of the Bid, each consisting of the documents prescribed in clause 2.4.2 and in standard Forms, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons authorised to sign the Bid;
- g) The name of all persons or persons signing the Bid should also be typed or printed below the signature. The person or persons signing the Bid shall initial all pages of the Bid, except for un-amended printed literature;
- h) Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorised partner(s) or other authorised representative(s) (Authenticated copy of Partnership Deed shall be furnished along with the Bid);
- i) Bid by Corporation / Company must be signed with the legal name of the Corporation/Company by the President, Managing Director, or by the Secretary or other person or persons authorised to sign the Bid on behalf of such Corporation/ Company in the matter;
- j) A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal will be rejected;
- k) Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid in the form of a Power of Attorney duly authorised by a Notary Public (or Letter of Authorisation from Firm signed by legally authorised signatories), indicating that the persons signing the Bid have the authority to sign the Bid and that the Bid is binding upon the Bidder during the full period of its validity. This shall be submitted as Attachment 2 to the Bid;
- l) The Bidder's name stated on the proposal shall be the exact legal name of the firm;

- m) Any interlining, erasures or overwriting shall only be valid if these are initialled by signatory (ies) to the Bid;
- n) Bids not conforming to the above requirements of submission and signing are liable to be rejected.

2.4.9 Preparation of Technical Proposal

- a) In preparing the Technical Proposal, Consultants are expected to examine the documents constituting the Bid Document in detail. Material deficiencies in providing the information requested may result in rejection of a proposal;
- b) While preparing the Technical Proposal, Consultants must give particular attention to the following:-
 - i) It is desirable that the key professional staff as proposed by the firm be permanent employees of the firm or has an extended and stable working relationship with it;
 - ii) Proposed professional staff must, at a minimum, possess experience as per clause 2.2.3, preferably of working under conditions similar to those prevailing in the State of Himachal Pradesh or in India;
 - iii) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position;
- c) Reports to be issued by the Consultants as part of this Assignment must be in English. It is desirable that the firm's personnel have a working knowledge of the English;
- d) The key staff of the Consultants involved with the assignments should not be changed in between except any exigencies and permission for the same will have to be taken from the Commission.
- e) The Technical Proposal shall provide the following information using the attached Standard Forms:-
 - i) Brief description of the firm's organization and an outline of recent experience on assignments of a similar nature as contained in this Bid Document. For each assignment, the outline should *inter alia* indicate, the name of client, the name of the professional(s) deployed, duration of the assignment, nature of the assignment;
 - ii) Comments and Suggestions on the Terms of Reference (ToR) contained in chapter 3 and on the Data, Services, and Facilities to be provided by HPERC;
 - iii) Description of the methodology and work plan for performing the Assignment;

- iv) List of the proposed composition of staff team by qualification and specialty, and the number of assignments carried out by each staff team member;
- v) Recent CVs signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years, educational qualification, Employment Record, Languages known etc;
- vi) Estimates of proposed staff's activities/deliverables in a time frame. (Staff time of professional and support staff needed to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member);
- vii) Estimates of overall activities/deliverables in a time frame. (Time to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each activity/deliverable), Including training of Staff of Commission, if the ToR under chapter 3 specifies training as a major component of the Assignment;
- viii) Any additional information requested in the Data Sheet and in the ToR under chapter 3.
- f) The Technical Proposal shall not contain any indication about the Bid prices in any manner, whatsoever. Non-compliance of this provision shall result in the rejection of the Bid.

2.4.10 Preparation of Financial Proposal

- a) The Financial Proposal shall be submitted on Forms contained in Chapter 5. In preparing the Financial Proposal, Consultants are expected to take into consideration the requirements and conditions outlined in this Bid Document. The Financial Proposal should follow prescribed Standard Forms. It should list all costs associated with the Assignment, including (a) manpower costs and (b) other costs such as establishment expenses, travel expenses etc. If appropriate, these costs should be broken down by activity;
- b) The local taxes, duties, fees and other statutory levies including Income Tax shall be built into the proposed costs as an inherent cost of the Service to be rendered by the Consultant in respect of this Assignment and this cost shall remain firm and not subject to change and shall be so considered as firm by the Commission during the duration and period of this Assignment;
- c) GST, a statutory provision, imposed under the law for the Services being rendered by the Consultant in respect of this Assignment, shall be shown as a separate amount (i.e. separate from the cost of Service) and shall at all times be

considered by the Commission at the rates prevalent during any Financial Year of the period/duration of the Assignment in which any job as laid down in the Chapter 3 is completed by the Consultants;

- d) Bidders shall express the price of their services in Indian Rupees Only;
- e) Commissions and gratuities, if any, paid or to be paid by Consultants and related to the Assignment will be listed in the Financial Proposal submission form;
- f) The proposals must remain valid for three (3) calendar months from the date of opening the Bids as already indicated in clause 2.4.6. During this period, the Consultant is expected to keep available the professional staff proposed for the Assignment. HPERC will make its best effort to award the work within this period.

2.4.11 Submission of Bids (Sealing And Marking of Bids):

- a) The Bidder shall submit the complete Proposal on Form 4A and shall seal the original and each copy of the Bid in separate envelopes duly marking envelopes as "Original Bid" and "Copy No.#." The envelopes shall then be sealed in an outer envelope.
- b) The inner and outer envelopes shall:
 - i) Be addressed to the **Executive Director (TFA), Himachal Pradesh Electricity Regulatory Commission, Vidyut Aayog Bhawan, Block No. 37, SDA Complex, Kasumpti, Shimla (H.P.)-171009;**
 - ii) Bear the following identification:-
 - 1) **Inner envelope 1: "Earnest Money Deposit (EMD)"** for the "Bid for appointment of Consultants during 5th Multi-Year Tariff Control Period (FY25 to FY29)".
 - 2) **Inner envelope 2: "Technical Proposal"** for the "Bid for appointment of Consultants during 5th Multi-Year Tariff Control Period (FY25 to FY29)".
 - 3) **Inner envelope 3: "Financial Proposal"** for the "Bid for appointment of Consultants during 5th Multi-Year Tariff Control Period (FY25 to FY29). The "Financial Proposal" should also be marked with warning "Do not open with Technical Proposal";
 - 4) **Outer envelope: "Bid for appointment of Consultants during 5th Multi-Year Tariff Control Period (FY25 to FY29)"** with the Statement "DO NOT OPEN BEFORE 16th October, 2023 at 15.00 hrs".
 - iii) The inner envelopes shall also indicate the name and address of the Bidder so that the Bid can be returned unopened in case it is declared "Late";

- iv) The outer envelope if not sealed and marked with identification as required above, in such case HPERC will assume no responsibility for the Bid's misplacement or for their premature opening;
- v) Submission of a Bid in such a manner (i.e. not enclosing Technical, Financial proposals and EMD in separate envelopes or wrongly marking the envelopes) such that it results in opening of the Technical as well as the Financial Proposal simultaneously during the opening of the Bid, shall result in the rejection of that Bid;
- vi) If the outer envelope discloses the Bidder's identity, HPERC will not guarantee anonymity of the Bid submission, but this disclosure will not constitute grounds for Bid rejection;

2.4.12 Dead Line for Submission of Bids by Consultants / Receipt by the HPERC:

- a) Bids must be received in the office of the "Executive Director (TFA), Himachal Pradesh Electricity Regulatory Commission, Vidyut Aayog Bhawan, Block No. 37, SDA Complex, Kasumpti, Shimla (H.P.)-171009" **by 1400 hours of 16th October 2023**. In the event of the date of submission of Bids being declared as holiday for HPERC, the Bids will be received up to the appointed time on the next working day;
- b) The Bidder has the option of sending the Bid by registered post/courier or by submitting the Bid in person. Bids submitted by fax/telegram / telex letter shall not be accepted;
- c) HPERC may at its discretion, extend the dead line for submission of Bids by issuing an amendment in accordance with clause 2.3.4, in which case all rights and obligations of HPERC and the Bidders previously subject to the original dead line shall thereafter be subject to the new deadline as extended;

2.4.13 Late Bids

Bids submitted after the time and date fixed for the receipt of Bids as set in clause 2.4.12 shall be rejected and such Bids if so desired by the said Bidder may be permitted to be collected back by such Bidder provided such requests are received by HPERC within fifteen (15) days from the date of Bid opening.

2.5 BID OPENING AND EVALUATION BY THE HPERC:

2.5.1 Opening of Bids

- a) All Bids will be opened in the office of the Executive Director (TFA), Himachal Pradesh Electricity Regulatory Commission, Vidyut Aayog Bhawan, Block No. 37, SDA Complex, Kasumpti, Shimla (H.P.)-171009 by the officer(s) duly authorised by the HPERC for this purpose at **1500 hrs on 16th October, 2023** in

the presence of the Bidder's authorised representatives who may wish to attend. In the event of specified date of Bid opening being holiday for HPERC, the Bids shall be opened at the appointed time and location on the next working day;

- b) Bidder's authorised representative (s) (up to two persons) may attend the Bid opening and they have to sign a register provided by the HPERC for evidencing their participation. No electronic recording device/mobile phones etc. shall be permitted during the Bid opening;
- c) The Part-1 of the Bid shall be opened on the date of opening. The "Technical Proposal" (second envelope) of only those Bidders shall be opened whose first envelope is found to contain (after opening) the EMD of requisite value in acceptable form. The Bids with EMD deficient in value and/or form will not be opened further and Bid envelopes of such Bidders will be returned unopened;
- d) The officer(s) of the HPERC authorised for opening of Bids will announce the Bidder's names, the presence or absence of the requisite EMD and any other details such officers at their discretion may consider appropriate;
- e) The Part-2 of the Bid i.e. "Financial Proposal" of only those Bidders whose "Technical Proposal" has been ascertained to be acceptable shall be opened at a subsequent date for which separate intimation will be made through Email / Fax / posted on the HPERC website ;
- f) Bids that are not opened and read out at Bid opening will not be considered for further evaluation, regardless of the circumstances.

2.5.2 Seeking Clarifications on Submitted Bids:

To assist in the examination, evaluation and comparison of Bids, the HPERC may at if it so desires, ask any Bidder for clarification of his Bid, including break-up of unit rates. The request for clarification and the response shall be in writing, by fax or electronic mail but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by HPERC during the evaluation of the Bids in accordance with clause 2.5.4.

2.5.3 Preliminary Examination of Bids by the HPERC:

- a) HPERC will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order;
- b) The HPERC may waive any minor infirmity, nonconformity or irregularity in a Bid that does not constitute a material deviation and that does not prejudice or affect

the relative ranking of any Bidder as a result of the technical and financial evaluation;

- c) Prior to the detailed evaluation, the HPERC will determine whether each Bid is of acceptable quality, is generally complete and is substantially responsive to the Bid Document. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bid Document without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one that -- (i) affects in any substantial way the scope, quality of performance of the Contract; (ii) limits in any substantial way and /or (iii) is inconsistent with the Bid Document or the HPERC's rights or the successful Bidder's obligations under the Contract; or (iv) whose rectification would unfairly affect the competitive position of other Bidder's who are presenting substantially responsive Bids;
- d) If a Bid is found to be substantially non-responsive, it will be rejected by the HPERC;
- e) No opportunity may be afforded to the Bidder to make his non-responsive Bid responsive by way of correction of the non- conformity.

2.5.4 Correction of Errors:

- a) The errors/ discrepancies in respect of the specified amount in Price Bid Part-of Bid Proposal Sheets for an individual item and / or sub-item and or in the sub-total of a schedule and/or in the Grand total of a schedule and/or in the lump sum price of the package either due to discrepancy between figures and words and/or simple arithmetical error while adding and/or multiplying and/or due to wrong extension of unit rates etc; the error will be rectified and computed by HPERC as per the following method: -
 - i) In case of discrepancy between figure and words, the value specified in the words will be considered for computation;
 - ii) The unit rates in words will be considered for computation;
 - iii) In case unit rates are not indicated in words then unit rates indicated in figure will be considered and will be used for deriving the amount from the quantities specified in the Bid Document.
 - iv) In case error is due to wrong extension of quantities, the quantities as specified in the Bid Document will be considered and multiplied by the quoted unit rates to obtain the amount. The amounts will be computed as per the extension of amount of individual item, sub-item, sub-total of a schedule, grand total of a schedule and lump sum price of the package based on the above consideration.

- b) After computation of the amounts as above, the values as computed and as quoted will be compared and higher of the two will be considered for the purpose of evaluation of Bid only. If the Bidder does not accept the above consideration, his Bid will be rejected.
- c) The Bids will be evaluated by the HPERC to ascertain technically and commercially (financially) responsive Bid for the complete scope of work, as detailed in the Bid Document. The evaluation shall be carried out based upon Quality/Quantity (Technical) and Cost (Financial) based evaluation system.

2.5.5 Evaluation and Comparison of Bids (Technical & Financial Evaluation):

2.5.5.1 EVALUATION OF TECHNICAL PROPOSAL:

- a) The Technical Proposals submitted by Bidders shall be evaluated on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as specified below:-

<u>Criteria</u>	<u>Weight</u>
Consultants Relevant Experience for the Assignment	35
Quality of Proposed Methodology (including Work Plan, Work Time Schedule etc)	15
Qualification (including Competence, Time Schedule of Professionals, Regional Experience) of Key Staff proposed	50
TOTAL	100
Note : Minimum Qualifying Technical Score = 60%	

- b) Sub-criteria for evaluation of Technical Proposal:-

Distribution of Marks

	Consultant Firm			Proposed Staff of Consultant Firm				Total	
	Experience	Quality of proposed Methodology		Qualification of Key Staff Proposed					
	35	15		50					
	Consultants Relevant Experience	Work Plan	Methodology	Work time schedule	Educational Qualification	Competence for Assignment	Time Schedule	Regional Experience	
Marks	35	5	5	5	20	20	5	5	100

A) Weights assigned for Evaluation of Consultants Relevant Experience:

- (A1) Weights assigned for **Classes 'Completed'/under process;**

	Completed	Under Process	Total
Weight%	75%	25%	100%

(A2) Weights assigned for Six No. Sub Categories within which Assignments 'Completed'/ 'Under process':

Wt.	Status	In CERC/SERC		For Utilities		(International)	Others	Total
		Multi Year (Tariff/ Cost)	Annual (Tariff/ Cost Review/ Perform Review)	Multi Year (Tariff/ Cost)	Annual (Tariff/ Cost Review/ Perform Review)	Multi Year/ Annual (Tariff cost)		
0.75	Completed	30%	20%	20%	15%	10%	05%	100%
0.25	Under Process							

The Evaluation of number of Assignment within each of the above six categories shall be done on relative basis.

B) Evaluation of Quality of Proposed Methodology of Consultant (which includes Work Plan Methodology Work-Time Schedule):

(B1) Evaluation of 'Methodology', work plan shall be each intuitive using Relative Evaluation separately;

(B2) Evaluation of work-time (Activity) Schedule shall be done using Relative Evaluation (Based on Least time gets highest weight of 100%).

C) Qualification (including Competence, Time Schedule of Professionals, Regional Experience) of Key Staff Proposed by Consultant Firm.

(C1) Weights assigned for evaluation of Educational Qualification of Consultant Firm based upon educational qualification of Consultant's Staff:

(C1a) Weights assigned between Qualification Classes of 'Only Graduation' and 'Post Graduation and Higher'

Main Qualification	Only Graduation	Post Graduation or Higher	Total
Weight%	30%	70%	100%

(C1b) Weights assigned between following 8 No. Qualification Classes:-

Only Graduation				Post Graduation or Higher				
				[[PGD(IIMs or equiv) in Finance or MBA in Finance)/ (CA and ICWA)/ Post Graduation(Economics or Statistics)] with {BE/ME B.Tech/ M.Tech in Elect. Engg.}]	[[PGD(IIMs or equiv) in Finance or MBA in Finance)/ (CA and ICWA)/Post Graduation(Economics or Statistics)} with {BE/ME B.Tech/ M.Tech in other than Elect. Engg.}	[[PGD(IIMs or equiv) in other than Finance or MBA in other than Finance)/ MBE/(CA or ICWA)/ Post Graduation (Economics or Statistics (LLB/LLM)) with non Engg.]		
	BE/ B.Tech (Electrical)	BE/ B.Tech (other than electrical)	Others				Others	
Wt s%	50%	30%	20%	30%	25%	20%	15%	10%

(C1c) Evaluation of Basic Qualification shall be done on relative basis for 10 number of personnel (including 1 Team Leader, 3 personnel each for work related to Distribution and Transmission Licensees/Utilities, 2 personnel for works related to generation business and 1 personnel for works related to SLDC) provided by the consultant firm within each of the above categories specified above in table (C1b).

(C2) Weights assigned for evaluation of Competence of Consultants Staff:

(C2a) Weights assigned for **Classes 'Completed'/ 'Under process':**

	Completed	Under Process	Total
Weight%	75%	25%	100%

(C2b) Weights assigned for **Classes 'Generation'/ 'Transmission'/ Retail/ Distribution/SLDC':**

	Generation	Transmission	Retail/ Distribution	SLDC	Total
Weight%	25%	25%	30%	20%	100%

(C2c) Weights assigned for following five number Sub Categories within which Assignments completed by Staff of Consultant:

	In CERC/SERCs		For Utilities		Tariffs Thro' Bidding	Total
	Multi Year (Tariff/Cost)	Annual (Tariff/Cost Review/ Perform Review)	Multi Year (Tariff /Cost)	Annual (Tariff/ Cost Review/ Perform Review)		
Weight%	30%	20%	25%	15%	10%	100

The Evaluation within each of the above 5 No. categories shall be on relative basis.

(C2d) The Time Schedule of proposed Staff of consultant shall be evaluated on Man days basis, where maximum man days gets maximum score of 100% and other get a relative score.

(D3) Weights assigned for evaluation of Regional Experience (In Himachal Pradesh):

(D3a) Weights assigned for **Classes 'Completed'/ 'Under process':**

	Completed	Under Process	Total
Weight%	75%	25%	100%

(D3b) Weights assigned for Sub Categories within which Assignments completed by Staff of Consultant:

	In HPERC	For Utilities	Total
Weight%	60%	40%	100%

(D3c) The Evaluation within each of the above 2 No. categories shall be on relative basis.

The sum total of the respective scores (in percentage) within each sub-criteria shall be the total score in the main criteria and the total Technical score shall then be the total combined score (in percentage) of all criteria. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score (i.e minimum qualifying marks) of 60% in the Technical Evaluation;

2.5.5.2 EVALUATION OF FINANCIAL PROPOSAL:

- a) After the Technical Evaluation is completed, HPERC shall notify only those Bidders whose Technical Proposals have met the minimum qualifying mark and were considered responsive to the Bid Document and to the Terms of Reference. The Financial Proposals of those Bidders who fail to qualify will be returned unopened after completing the selection process. The list of Bidders whose offers have been selected after Technical Evaluation shall be displayed on the Notice Board and on the official website of the Commission. HPERC shall also simultaneously notify those Bidders, who have secured the minimum qualifying mark, through Email and/or Fax and/or Registered Post, informing the date and time set for opening the Financial Proposals;
- b) The Financial Proposals shall be opened in the presence of the Bidders' representatives who choose to attend. The name of the Consultant, the Technical score, and the proposed prices (including GST) shall be read out aloud and recorded when the Financial Proposals are opened;
- c) The evaluation committee will determine whether the Financial Proposals are complete and shall correct or modify any computational errors as specified in clause 2.5.4;
- d) The Evaluation of the Financial Proposal shall be 'Relative Evaluation' such that the lowest priced Bid (i.e. total quote of all modules combined excluding GST) shall be given a Financial score of 100% and all other Bids shall be relatively evaluated such that their Financial scores are inversely proportional to their respective prices.

2.5.5.3 OVERALL EVALUATION AND OFFER OF CONTRACT:

- a) The weights given to the Technical and Financial Proposals are: Technical = 70% and Financial = 30% respectively;
- b) The Proposals will be ranked according to their combined Technical and Financial Scores in accordance with the weights assigned to the two. The Consultant firm achieving the highest combined score shall be invited for discussions and given the first offer;
- c) In case, if for any reason the most eligible consultant firm as per final score opts to drop out without executing the Contract Agreement, then the next best consultant firm i.e. with the next highest score shall be invited for discussions and given the offer and so on.

2.6 CONTACTING THE HPERC:

- a) Subject to clause 2.3.3, from the time of the opening of Bids to the time the Contract is awarded, no Bidder shall contact HPERC on any matter relating to its Bid.
- b) Any effort by a Bidder to influence the HPERC in the HPERC's Bid evaluation, Bid comparison or Contract award decisions may result in rejection of the respective Bid.

2.7 THE CONTRACT:

2.7.1 HPERC's Right To Accept Any Bid And To Reject Any Or All Bids:

HPERC reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for HPERC's action and under these circumstances, the EMD along with the unopened Technical or Financial Proposal or both as the case be, shall be returned within one month of such rejection/annulment.

2.7.2 Negotiations:

- a) Before the award of work, HPERC shall hold negotiations with the Bidder, whose Bid has been determined to be substantially responsive to the Bid Document and whose offer has achieved highest combined Technical and Financial score. The aim is to reach agreement on all points and sign a Contract;
- b) Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Bidder to improve the Terms of Reference. HPERC and the Bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final 'Terms of Reference' will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the HPERC to ensure satisfactory implementation of the Assignment;
- c) The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services;
- d) Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, HPERC expects to negotiate a Contract on the basis of the experts named in the proposal. Before Contract negotiations,

HPERC will require assurances that the experts will be actually available. HPERC will not consider substitutions during Contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified;

- e) The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations HPERC and the firm will execute the agreed Contract. If negotiations fail, the HPERC will invite the Bidder whose proposal received the second highest score to negotiate a Contract.

2.7.3 Award of Contract:

- a) Following the negotiations if any, HPERC will notify the successful Bidder in writing through registered letter or by fax to be subsequently confirmed in writing by registered letter that his Bid has been accepted. The 'Letter of Notification of Award' will constitute the formation of the Contract.
- b) Pursuant to clause 2.7.5, on furnishing of the Performance Security by successful Bidder, HPERC will notify the unsuccessful Bidder and release EMD of all the remaining technically qualified bidders.
- c) The successful Bidder is expected to commence the Assignment on the date specified in the Data Sheet.

2.7.4 Signing the Contract Agreement:

- a) Within one (1) month of issue of 'Letter of Award of Contract', the successful Bidder or his authorised representative shall enter into a Contract Agreement with HPERC on the prescribed format.
- b) Failure on the part of the successful Bidder to comply with the requirements of this Clause will constitute sufficient grounds for the annulment of the award and forfeiting of the Contract Performance Guarantee.

2.7.5 Contract Performance Security:

- a) For the due performance of the Contract, the successful Bidder, within 15 days of award of Contract but not later than the signing of the Contract Agreement (i.e. within one (1) month of issue of 'Letter of Award'), shall provide Bank Guarantee against Contract Performance Security, for an amount equivalent to 10% (ten percent) of the Contract price (Excluding GST) with a validity till 31st

May, 2029 in the form contained in the section on "Forms" or in any other form acceptable to the HPERC;

- b) Should the Contract period, for whatever reason be extended, the Contractor, shall at his own cost, get the validity period of aforementioned Bank Guarantee extended and shall furnish the extended/revised Bank Guarantees to HPERC before the expiry date of the Bank Guarantees originally furnished.
- c) Failure of the successful Bidder to comply with the requirement of clause 2.7.4, clause 2.7.5 and clause 2.9 shall constitute sufficient grounds for the annulment of the award and forfeiting of the EMD, in which event HPERC may offer the award of the Contract to the next best Bidder or call for new Bids.

2.8 PROCESS TO BE CONFIDENTIAL:

- a) The information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process except under statutory requirement.
- b) The Contractor shall not communicate or use in advertising, publicity in any other medium, photograph or other reproduction of the works under this Contract, or other information, concerning the works unless prior written permission has been obtained from the Commission.
- c) All documents, correspondence, decisions and other matters concerning the Contract shall be considered of confidential and restricted nature by the Contractor and he shall not divulge or allow access to these to any unauthorised persons.

2.9 CORRUPT AND FRADULENT PRACTICES:

- a) It is the HPERC's policy to require that Bidders observe the highest standard of ethics during the selection and execution of such Contracts. In pursuance of this policy, the HPERC defines, for the purposes of this provision, the terms set forth below as follows:-
 - i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution; and
 - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the HPERC, and includes collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-

competitive levels and to deprive the HPERC of the benefits of free and open competition.

- b) HPERC will reject a Proposal of a Bidder or refuse Award of Contract if it comes to know or determines that the Bidding firm has engaged in corrupt or fraudulent activities in competing for the Contract in question;
- c) HPERC will cancel the firm's Contract if it at any time it comes to know or determines that corrupt or fraudulent practices were engaged by it or by any of its representatives;
- d) HPERC will declare the firm ineligible, either indefinitely or for a stated period of time if it at any time comes to know or determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the terms of Contract;
- e) HPERC will have the right to get the firm audited by auditors appointed by the HPERC;
- f) HPERC will cancel the Contract if at any stage it comes to know that the firm has any relation with any of the staff or members of the Commission;
- g) Bidders shall furnish information as described in the Financial Proposal submission form on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal;
- h) Consultants should be aware of the provisions on fraud and corruption stated in the Contract under the clauses indicated in the Data Sheet;
- i) Bidders shall be under a declaration of ineligibility for corrupt and fraudulent practices issued by the HPERC under this clause.

2.10 DELIVERABLES / TIME SCHEDULE:

Deliverable and the Time Schedule as is required by the HPERC from the prospective consultants in respect of this comprehensive Assignment is as follows:-

- a) During the five year control period (FY25 to FY29), the Job(s) on Amendment of Regulations given in Module 'A' under clause 3.2.1 of 'Terms of Reference (ToR)', shall be completed by the consultants within 30 days of award of same to them;
- b) During the five year control period (FY25 to FY29), the Job(s) on the framing of new Regulations / Undertaking Study given in Module 'A' under clause 3.2.1 'Terms of Reference (ToR)' shall be completed by the consultants within 120 days of award of same to them or as per mutually agreed schedule;

- c) During the five year control period (FY25 to FY29), the Job(s) on Business Plan, ARRs and Tariff Petitions / Capital Costs and AFC and Generation Tariff petitions under Module 'B', Module 'C' and Module 'D' under clauses 3.2.2, 3.2.3 and 3.2.4 respectively of 'Terms of Reference (ToR)', shall be completed by the Consultant without fail, within 120 days after the Tariff Petition is admitted by the Commission.
- d) During the five year control period (FY25 to FY29), proposed Draft Orders to Review petitions filed before the Commission shall be completed by Consultants within 30 days of award of same to the Consultants. Proposed Replies to Reviews and Appeals before Hon'ble APTEL and Hon'ble Supreme Court and Draft Consequential Orders by the Commission due to Orders/Judgements of Hon'ble APTEL and Hon'ble Supreme Court given in Module 'E' under clause 3.2.5 of 'Terms of Reference (ToR)' shall also be completed within 30 days of award of same to the consultants;
- e) The Consultant is expected to submit the Final Rreport(s)/Final Order(s) (10 Copies and a soft copy on CD) within one week of the communication of comments on the Draft Report(s)/Draft Order(s);
- f) The Consultant is expected to Conduct stakeholder consultations which shall include Presentations to the HPERC and Licensees and assistance during public hearing;
- g) The Consultant needs to ensure that his team has to be physically present in the Commission for the number of days, excluding journey days, as specified in clause 3.2, for proper coordination and interaction with the Commission for assisting in timely disposal of various Petitions/assignments. Failure to ensure the physical presence for the specified number of days shall result in imposition of penalty (in Rs.) @ 10% of payment due to the Consultant for the concerned job, on pro rata basis.

2.11 INPUTS BY THE HPERC:

- a) HPERC staff would be available on need basis to provide background and clarifications about the regulatory process and functions.
- b) HPERC will provide the following inputs:
 - i) Tariff Petitions Filed by the Petitioner(s) for determination of Tariff.
 - ii) HPERC's Regulations
 - iii) Tariff Orders issued in the past by HPERC.
 - iv) Annual Administrative Report of Petitioners.
 - v) Annual Balance Sheet of Petitioners.

- c) In case, any additional information is required, HPERC would help the Consultant in obtaining the same from the Petitioner.
- d) HPERC will provide a meeting hall (Capacity around 10 persons) for meetings / presentations.

2.12 PAYMENT TERMS

Shall be in accordance with clause 3.11 of 'Terms Of Reference (TOR)'.



3 TERMS OF REFERENCE (TOR)

3.1 INTRODUCTION:

Himachal Pradesh Electricity Regulatory Commission (HPERC) was established on December 30, 2000, and is presently functioning as a three member regulatory authority assisted by technical and administrative staff.

HPERC intends to engage technically qualified and experienced Consultant from professionally managed Consultancy Firms/ Institutions to provide consultancy to the Commission in the matter of analysing Annual Revenue Requirements (ARRs), determination of Multi-Year Tariffs / Transmission Charges / SLDC Fees and Charges / Capital costs (including Annual Fixed Charges and Generation/Transmission Tariffs) and other related matters such as framing and amendments of Regulations for the five year Control Period (FY2024-25 to FY2028-29 in short referred to as FY25 to FY29 or as 'the 5th Control Period') and to effectively assist the Commission in discharging related functions. The Control Period from FY25 to FY29 is the fifth (5th) Control Period of Multiyear Tariff (MYT) regime. The ongoing 4th Control Period is from FY20 to FY24.

3.2 SCOPE OF WORK:

HPERC intends to engage technically qualified and experienced Consultants (also known as project Consultants) from professionally managed Consultancy Firms/ Institutions with effect from 1st November, 2023 upto the end of the Control Period i.e. 31st March, 2029 in order to effectively assist the Commission in discharging its functions for the 5 years of Control Period (i.e. FY25 to FY29) in respect of all or any of the tasks/jobs mentioned below as may be desired by the Commission in respect of such tasks/jobs:-

Module (A)

3.2.1 Regulations

Framing of New Regulations or Amending (Updating) Existing Regulations:-

- i) The Commission discharges its statutory functions in accordance with the Electricity Act, 2003 and the Regulations framed there under. The Regulations can broadly be classified as Tariff Regulations and Non Tariff Regulations. Changes in the National and State Policy framework, new technological advances etc are incidental to amendment to existing regulations or framing new regulations as the need be. The existing set of HPERC Regulations and their respective amendments are available on HPERC website www.hperc.org. These regulations are required by the Commission to be aligned with National Tariff Policy, National Electricity Policy, the Electricity Rules, the Model Forum of Regulators (FOR) Regulations, to those conditions specific to HP based on and pursuant to restructuring of the Board (HPSEB) and the consequent segregation

of wire & content for tariff purposes and also aligned with the best industry practices which includes benchmarking of parameters that are currently applied on normative basis (such as Circle (administrative unit of the HPSEBL) wise T&D losses / AT&C losses; O&M costs; power purchase costs; financing and interest costs; working capital etc) and also required to be aligned with accessible new technologies. While the amendment (updation) to existing Regulations is limited in scope of work, the nature of framing of new Regulations either for the first time or after repeal and saving of existing Regulations is of wider scope of work. The Commission may at its discretion chose to either amend some of its existing regulations or frame new Regulations during the period of consultancy;

- ii) The Consultants, for the jobs under this Module 'REGULATIONS', as may specifically be required by the Commission in writing, shall initially provide the Commission with all requisite 'Preliminary Inputs' in type written form against Job 'AX' for the purpose of incorporation of amendments to existing Regulations specifically showing the areas requiring such amendments or in respect of framing of new Regulations showing the nature of requisite provisions for such new Regulations as the case may be, and if the Commission, after satisfying itself, further requires in writing from the Consultants to amend existing Regulations or frame the Final Draft Regulations in lieu of the preliminary inputs, the Consultant shall do so. The jobs are listed below in the Table 3.1 and the prospective Consultants shall be required to quote separately against each module except Job AX, the cost of which shall be an inherent part of the respective modules of 'Draft':-

TABLE: 3.1

Name of Regulation	Tariff / Non Tariff	Nature (Input only / Draft)	New Regulations	Amendment
All / Any Regulations during the Control Period		Preliminary Inputs	Job AX	
Terms and Conditions for Determination of Wheeling Tariff and Retail Supply Tariff Regulations, 2011	Tariff	Draft	--No Action--	1 No. Job each
Terms and Conditions for Determination of Hydro Generation Tariff Regulations, 2011	Tariff	Draft	--No Action--	
Terms and Conditions for Determination of Transmission Tariff Regulations, 2011	Tariff	Draft	--No Action--	
Levy and collection of fee and charges by State Load Despatch Centre Regulations, 2011	Tariff	Draft	--No Action--	
Treatment of Income of Other Business Regulations, 2005	Non Tariff	Draft	--No Action--	
Cross Subsidy surcharge, additional surcharge and Phasing of cross subsidy Regulations 2006.	Non Tariff	Draft	--No Action--	
Conduct of Business regulations, 2005	Non Tariff	Draft	--No Action--	

TABLE: 3.1

Name of Regulation	Tariff / Non Tariff	Nature (Input only / Draft)	New Regulations	Amendment
Terms and Conditions for Determination of Point of Connection/ Availability based Tariff Regulations/ General Network Access based Tariff Regulations	Tariff	Draft	1 No. Job each	--No Action--
Study on Benchmarking of Operational and Cost Parameters of HPSEBL	Non Tariff	Draft		--No Action--

- iii) In respect of the aforementioned Draft Regulations, the Consultants during the 'Input' stages, shall demonstrate through direct interaction or through written material or through presentations, to the Commission among other things, the necessity, practicability and feasibility of such Regulations and constraints if any, likely to be encountered by the Commission in the future if such Regulations are implemented;
- iv) The Consultant shall inter-alia be required to undertake system studies if necessary or use statistical / econometric / data envelopment techniques wherever necessary such as for Benchmarking of relevant parameters such as O&M costs, power purchase costs, T&D / AT&C losses, Working capital, Interest and financing costs, subsidies and cross subsidies or such other parameters that are presently deployed on normative basis etc;
- v) The Consultant shall inter-alia also be required to devise and provide workable procedures, formats, reports and formulae wherever necessary;
- vi) The Tariff Regulations where amendments are to be effected shall be required to be completed well before the due date of filing of MYT Petition by the Distribution licensee / Transmission licensee (STU) / HP SLDS / Generators.
- vii) The Consultant shall ensure that his team is physically present in the Commission for framing the amendment to the existing Regulations and for framing new Regulations, as specified in the table above, for a total of 3 days for each amendment of existing Regulations and for 5 days each for framing new Regulations.

Module (B)

3.2.2 ARR & Tariff Petitions

3.2.2.1 Tariff Petition of Himachal Pradesh State Electricity Board Ltd. (HPSEBL):

- i) The HPSEBL is a sole electricity distribution Utility in Himachal Pradesh and supplies electricity to approximately 27 lakh consumers. The Utility also owns

and operates approximately 24 number hydel generating stations with total installed capacity of about 488.25 MW;

- ii) In accordance with the Electricity Act, 2003, the HPERC (Terms and Conditions for Determination of Wheeling Tariff and Retail Supply Tariff) Regulations and the HPERC (Terms and Conditions for Determination of Hydro Generation Supply Tariff) Regulations, the Commission analyses the Multi-year Petition for Annual Revenue Requirement (ARR) and the respective Tariff; Petition for Annual Performance Review (APR) and respective Tariff; Capital Cost/ARR/AFC and respective generation tariff; and the True-Up Petitions for previous years as may be filed by the Utility before the Commission and accordingly the Commission determines the ARR for the Utility along with the Wheeling and Retail Supply Tariff that the Utility will charge from its consumers and the Capital Cost/ARR/AFC along with the generation tariff in respect of the Generation projects. The Commission had adopted the principles of Multiyear Tariff (MYT) during the 1st Control Period (FY09-FY11) and continued this during the 2nd Control Period (FY12-FY14), the 3rd Control Period (FY15-FY19) and the 4th Control Period (FY20-FY24). The Commission issues a MYT Order for the HPSEBL in the first year of the Control Period and for the subsequent years carries out Annual Performance Reviews (APRs) and accordingly issues APR Orders;
- iii) In respect of Hydro Electric Plants (HEPs) owned and operated by the HPSEBL, the Commission in the previous Control Periods has already determined the Capital Costs / Annual Fixed Charges (AFC) of these Generating Stations which include 126 MW Larji HEP (2006), 60 MW Bassi-II (Uhl-II) HEP (1970, 1971, 1981), 120 MW Bhaba HEP (1989) and 60 MW Giri HEP (1978). During the 3rd Control Period, the Commission had determined the Capital Cost / Annual Fixed Cost (AFC) and Tariff of 126 MW Larji HEP;
- iv) 100 MW Uhl –III (or Bassi-III) HEP on river Uhl near Jogindernagar in District Mandi is also expected to be commissioned during the year 2024 and the tariff Petition for the same is likely to be filed during the next 5 year Control Period (FY25 to FY29) (i.e. 5th Control Period). The additional capitalization due to the capacity re-rating of Bassi-II HEP (Uhl-II) from 60 MW to 66 MW and due to renovation and modernisation, of Bhaba, Larji and Giri HEPs is also expected to be completed during the 5th Control Period;
- v) The Consultants engaged by the Commission, shall for the five year Control Period (FY25 to FY29) assist the Commission in analyzing the Wheeling and Retail Supply tariff Petitions to be filed by the HPSEBL in respect of multiyear

ARR and Tariff; Annual Performance Review (APR); and Tariff and the True-Up filing for previous year(s) and True-Up filing for previous Control Period;

- vi) The Consultants so engaged, shall also assist the Commission in reviewing/revising the ARR / AFC and generation tariff of existing Hydro Electric Projects (HEPs) of the HPSEBL for Tariff Order purposes in accordance with the Generation Tariff Regulations. The existing HEPs inter alia include Larji HEP, Bassi-II (Uhl-II) HEP, Giri HEP and Bhaba HEP in respect of which the ARR / AFC and generation tariff shall be required to be revised/reviewed;
- vii) The Consultants shall also assist the Commission in determining the additional capitalisation of re-rated HEPs and Capital Cost of upcoming HEPs in accordance with the Generation Tariff Regulations. In respect of Bassi-II (Uhl-II) HEP, Giri HEP, Larji HEP and Bhaba HEP, additional capitalization / ARR / AFC/ generation Tariff shall also be determined and in respect of upcoming Uhl-III HEP, Capital Cost / ARR / AFC and generation tariff shall be determined;
- viii) The Consultants shall also assist the Commission in preparation of draft of the Retail Supply and Wheeling Tariff Orders on similar lines as has been done by the Commission in the past. These Tariff Orders passed by the Commission in the past are available on the HPERC website www.hperc.org;
- ix) The nature of assistance as shall be required by the Commission from the Consultants is described Job-wise as follows:-

a) Petition filings for approval of Business Plan for the Control Period (FY25 to FY29) by the HPSEBL for its retail and wheeling business: _____(1 No. Job)

The Consultant shall ensure that his team is physically present in the Commission for 3 days for each job. The Job shall inter-alia comprise the following activities to be carried out by the Consultants:-

- a) Finalizing of - Business Plan, guidelines and formats for filing of Petition for Wheeling and Retail supply tariff, Capital Investment Plan including sources of funds and the determination of baseline that is to be done before the filing of the MYT period Petition;
- b) Validating and analyzing of the information/data submitted in the Petition including obtaining further data, in respect of the expenses, revenues, non-tariff incomes, incomes from other business, fixed and variable costs, power purchase quantum and power purchase costs;
- c) Analyzing – category/ sub category/ slab wise sales and demand projections, financing plan, power procurement plan, capital investment plan, plan for reduction in Distribution Losses, plan for improving

operational efficiency, Man Power Plan, Plan for improving quality and reliability of power supply, Plan for IT initiatives and physical targets.

- d) Determining the power purchase requirement after considering effect of target set for Energy Efficiency (EE), and Demand Side Management (DSM) schemes;
 - e) Analysing the Capital Investment Plan covering the entire Control Period;
 - f) Any other activity relevant to approving the Business Plan;
 - g) Preparation and submission of hard and soft copies of the Draft Business Plan and any study(ies) or model(s) that are incidental to preparation of such Business Plan;
 - h) Assisting the Commission in analyzing and preparing Orders on Review Petitions filed by the Petitioners, on which the Consultants in the past (i.e. during any point of time in the 5 year control period FY25 to FY29) have already assisted the Commission in preparation of Orders. This shall inter-alia include discussions with the Commission/ Commission's Legal advisors / officers and staff of the Commission, support during the Review hearing before the Commission and the preparation of draft Review Orders.
- b) Petition filings for multiyear ARR and Tariff (including True-Up filings of previous year(s) and/or True-Up filing of previous Control Period) by the HPSEBL for its retail and wheeling business: _____(1 No. Job)**

The Consultant shall ensure that his team is physically present in the Commission for 10 days for each job. The Job shall inter-alia comprise the following activities to be carried out by the Consultants:-

- a) Reviewing and Analyzing of the Petition of True-Up of previous years and Petition of multiyear Aggregate Revenue Requirement (ARR) and Multi-year Tariff to be filed by the HPSEBL for FY25;
- b) Validating and analyzing of the information/data submitted in the Petitions including obtaining further data, in respect of the expenses, revenues, non-tariff incomes, incomes from other business, fixed and variable costs, power purchase quantum and power purchase costs, own generation costs (AFC of all existing HEPs and excluding HEPs covered under Module C in respect of which capital cost of upcoming HEPs and additional capitalisation of existing HEPs is to be determined), Distribution costs, AT&C Losses, CAPEX plan, Business plan,

operational and efficiency parameters, depreciation, interest and financing costs, O&M costs etc;

- c) Analyzing – various incomes such as Non-Tariff and that from other business of the licensee, their categorization, formatting and utilization for example income from generation, survey & investigation, pension contributions from staff on deputation etc. Similarly, analyzing Investments of capital nature or equity investments in power generation companies such as the HPPCL (Himachal Pradesh Power Corporation Ltd.) etc.
- d) Determining various aggregate parameters that reflect the cost of supply (CoS), the revenues and the tariffs for different categories of consumers, cross subsidies etc at the overall level, at the category level and at prevalent voltage levels;
- e) Modelling all parameters (quantum of power purchase and sales in Million units, costs and revenues in Crore Rupees, wheeling charges etc) including aggregate parameters;
- f) Proposing the measures to - meet the additional revenue requirement through increase in tariffs and other measures including suggesting alternatives for reduction of cross subsidies, cross subsidy surcharge and additional surcharge, maximizing revenues and minimizing costs and optimizing tariff design ;
- g) Providing a comparative of the tariff rates and structure of other States with the one proposed now in respect of the Utility / licensee / generator / company;
- h) Any other activity relevant to finalizing the draft Tariff Order;
- i) Preparation and submission of hard and soft copies of the Draft Tariff Order and any study(ies) or model(s) that are incidental to preparation of such Draft Tariff Order;
- j) Assisting the Commission in analyzing and preparing Orders on Review Petitions filed by the Petitioners, on which the Consultants in the past (i.e. during any point of time in the 5 year control period FY25 to FY29) have already assisted the Commission in analysis of ARR and determination of Tariffs and in preparation of Orders. This shall inter-alia include discussions with the Commission/ Commission's Legal advisors / officers and staff of the Commission, support during the Review hearing before the Commission and the preparation of draft Review Orders.

c) Petitions for Four (4) No. Annual Revenue Requirement Review (ARR and Tariff filings in the form of Annual Performance Reviews (APRs))/ Mid Term Performance Review for FY27 (including True-Up filings of previous year(s) and/or True-Up of previous Control Period) by the HPSEBL for its retail and wheeling business:

____(1 No. Job per APR including True-Ups)

The Consultant shall ensure that his team is physically present in the Commission for 7 days for each job. These Job(s) shall inter-alia require that all or any of the activities as are mentioned under this clause 3.2.2.1 to be carried out by the Consultants for analyzing of the Petitions for True-Up of previous years, Petition for True-Up of previous Control Period (4th Control Period) and Petitions of Aggregate Revenue Requirement (ARR) and Tariff in the form of Annual Performance Review (APR) filed by the HPSEBL for each of the year's FY26, FY27, FY28, FY29 respectively.

Note :

True-Up of any previous year or True-Up of previous Control Periods, if not carried out along with the main ARR or APR tariff petitions of any year of the 5th Control Period including such previous True-Ups carried out provisionally in the past by the Commission in respect of 1st Control Period (FY09 to FY11), 2nd Control Period (FY12 to FY14), 3rd Control Period (FY15 to FY19) and 4th Control Period (FY20 to FY24), shall be carried out along with the tariff petitions of subsequent years filed by the Utility during the 5th Control Period and the Consultants shall be required to execute this without any additional cost being charged to the Commission.

d) Petitions filings for multiyear ARR and Tariff (including True-Up filings of previous year(s) and/or True-Up filing of previous Control Period) by the HPSEBL for its generation business:

____ (1 No. Job)

The Consultant shall ensure that his team is physically present in the Commission for 5 days for each job. The Job shall inter-alia comprise the following activities to be carried out by the Consultants:-

- i) Finalizing of - Business Plan, guidelines and formats for filing of petition for generation tariff, capital investment plan including sources of funds and the determination of baseline that is to be done before the filing of the MYT period petition;
- ii) Reviewing and Analyzing of the petition of True-Up of previous years and petition of multiyear Aggregate Revenue Requirement (ARR) / Annual Fixed costs (AFC) and multiyear Tariff filed by HPSEBL for each year of the Control Period (FY25 to FY29) along with additional capitalization if any;

- iii) Validating and analyzing of the information/data submitted in the petitions including obtaining further data, in respect of the expenses, revenues, non-tariff incomes, fixed and variable costs, operational and efficiency parameters, depreciation, interest and financing costs, O&M costs etc;
- iv) Determining various aggregate parameters that reflect the costs and revenues and the tariffs;
- v) Modelling all parameters (costs and revenues in Crore Rupees) including aggregate parameters;
- vi) Proposing the measures to meet the additional revenue requirement through increase in tariffs and making suggestions on tariff designs;
- vii) Any other activity relevant to finalizing the draft Tariff Order;
- viii) Preparation and submission of hard and soft copies of the Draft Tariff Order and any study(ies) or model(s) that are incidental to preparation of such Draft Tariff Order;
- ix) Assisting the Commission in analyzing and preparing Orders on Review petitions filed by the Petitioners, on which the Consultants in the past (i.e. during any point of time in the 5 year control period FY25 to FY29) have already assisted the Commission in analysis of ARR and determination of Tariffs and in preparation of Orders. This shall inter-alia include discussions with the Commission/ Commission's Legal advisors / officers and staff of the Commission, support during the Review hearing before the Commission and the preparation of draft Review Orders.

Note:

True-Up of any previous year(s)/ True-Up of previous Control Periods, if not carried out along with the main ARR / AFC Tariff Petitions of FY25, shall be carried out in the subsequent years of the Control Period along with the mid-term APR for FY27 and the Consultants shall be required to execute this without any additional cost being charged to the Commission.

- e) **Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Mid-Term Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and True-Up filing of previous Control Period) by HPSEBL for its generating business:**

____(1 No. Job –MTR including True-Ups)

The Consultant shall ensure that his team is physically present in the Commission for 5 days for each job. This Job shall inter-alia require that all or any of the activities as are mentioned under this clause 3.2.2.1 to be

carried out by the Consultants for Reviewing and Analyzing of the petition for True-Up of previous year(s), petition for True-Up of previous Control Period and Petition for Aggregate Revenue Requirement (ARR) and Tariff in the form of Annual Performance Review (APR) filed by HPSEBL for the year FY27.

Note :

True-Up of any previous year(s) / previous Control Periods, if not carried out along with the main ARR for FY25 Tariff Petitions, shall be carried out along with the mid-term APR for FY27 in the subsequent years and the Consultants shall be required to execute this without any additional cost being charged to the Commission.

The mid-term APR petition to be filed by the Utility shall be subject to the provisions of the HPERC (Terms and Conditions for Determination of Generation Tariff) Regulations, for the Control Period FY25 – FY29.

3.2.2.2 Tariff Petition of Generator Company (Sawra Kuddu, Sainj, Kashang and BASPA-II HEPs):

- i) The Himachal Pradesh Power Corporation Limited (HPPCL) owns and operates 3 Nos. Hydro Electric Project (HEPs) namely- Sawra Kuddu HEP (111 MW), Sainj HEP (100 MW) and Kashang HEP (65 MW) which were commissioned by HPPCL during FY21, FY18 and FY17 respectively. Power from these three HEPs is purchased by the HPSEBL in accordance with Power Purchase Agreement (PPA) executed between HPPCL and the HPSEBL.
- ii) In addition to the State's own participation in development of power potential, private participation also exists in the State of HP. Amongst the various private participants in the power sector in the State of HP is M/s JSW Energy Limited (JSWEL) who own and operate Baspa II Hydro Electric Project (HEP), a 300 MW plant with three 100 MW units which was commissioned by M/s Jaiprakash Power Ventures Limited (JPVL) in FY04. It is a diurnal peaking plant with 4 hours of peaking supported by diurnal pondage. Power from Baspa HEP is purchased by the HPSEBL in accordance with Power Purchase Agreement (PPA) executed between M/s Himachal Baspa Power Company Limited (HBPCL) (formerly Jaiprakash Hydro Power Ltd) and the HPSEBL. The ownership of the Baspa-II HEP has now been transferred to JSW Energy Ltd.
- iii) In accordance with the Electricity Act, 2003, the HPERC (Terms and Conditions for Determination of Hydro Generation Supply Tariff) Regulations and the Power Purchase Agreement (PPA), the Commission analyses the multiyear petition for Annual Revenue Requirement (ARR) and the respective Tariff, and the True-Up

petitions for previous Control Period as may be filed by HPPCL and M/s JSWEL before the Commission and accordingly determines the Generation Tariff at which power shall be sold by HPPCL and M/s JSWEL to the HPSEBL.

- iv) The Consultants engaged by the Commission, shall for five year generation Control Period (FY25 to FY29), assist the Commission in analyzing the petitions to be filed by HPPCL and M/s HBPCCL in respect of multiyear ARR and Tariff, and the True-Up filing of previous Control Period and also assist in preparation of draft of the Tariff Order on similar lines as has been done by the Commission in the past. These Tariff Orders are available on the HPERC website www.hperc.org . The nature of assistance as shall be required by the Commission from the Consultants is described job-wise as follows:-

- a) **Petition filings for multiyear ARR/AFC and Generation Tariff (including True-Up of previous years and/or True-Up of previous Control Period) by HPPCL (for Sawra Kuddu, Sainj and Kashang HEPS) and by M/s JSWEL (for Baspa-II HEP):**

____(1 No. Job per Petition basis)

The Consultant shall ensure that his team is physically present in the Commission for 5 days for each job. The Job shall inter-alia comprise the following activities to be carried out by the Consultants:-

- i) Reviewing and Analyzing of the petition of True-Up of previous years and petition of multiyear Aggregate Revenue Requirement (ARR) / Annual Fixed costs (AFC) and multiyear Tariff filed by M/s HBPCCL for each year of the Control Period (FY25 to FY29) along with additional capitalization if any;
- ii) Validating and analyzing of the information/data submitted in the petitions including obtaining further data, in respect of the expenses, revenues, non-tariff incomes, fixed and variable costs, operational and efficiency parameters, depreciation, interest and financing costs, O&M costs etc;
- iii) Determining various aggregate parameters that reflect the costs and revenues and the tariffs;
- iv) Modelling all parameters (costs and revenues in Crore Rupees) including aggregate parameters;
- v) Proposing the measures to meet the additional revenue requirement through increase in tariffs and making suggestions on tariff designs;
- vi) Any other activity relevant to finalizing the draft Tariff Order;

- vii) Preparation and submission of hard and soft copies of the Draft Tariff Order and any study(ies) or model(s) that are incidental to preparation of such Draft Tariff Order;
- viii) Assisting the Commission in analyzing and preparing Orders on Review petitions filed by the Petitioners, on which the Consultants in the past (i.e. during any point of time in the 5 year control period FY25 to FY29) have already assisted the Commission in analysis of ARR and determination of Tariffs and in preparation of Orders. This shall inter-alia include discussions with the Commission/ Commission's Legal advisors / officers and staff of the Commission, support during the Review hearing before the Commission and the preparation of draft Review Orders.

Note:

True-Up of any previous year(s)/ True-Up of previous Control Periods, if not carried out along with the main ARR / AFC Tariff Petitions of FY25, shall be carried out in the subsequent years of the Control Period along with the midterm APR for FY27 and the Consultants shall be required to execute this without any additional cost being charged to the Commission.

- b) Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Mid-term Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and True-Up filing of previous Control Period) by HPPCL (for Sawra Kuddu, Sainj and Kashang HEPS) and by M/s JSWEL (for Baspa-II HEP):**
_____ (1 No. Job (MTR including True-Ups) per Petition basis)

The Consultant shall ensure that his team is physically present in the Commission for 3 days for each job. This Job shall inter-alia require that all or any of the activities as are mentioned under this clause 3.2.2.2 to be carried out by the Consultants for Reviewing and Analyzing of the petition for True-Up of previous year(s), petition for True-Up of previous Control Period and petition for Aggregate Revenue Requirement (ARR) and Tariff in the form of Annual Performance Review (APR) filed by HPPCL and M/s JSWEL for the year FY27;.

Note :

True-Up of any previous year(s) / previous Control Periods, if not carried out along with the main ARR for FY25 Tariff Petitions, shall be carried out along with the mid-term APR for FY27 in the subsequent years and the Consultants shall be required to execute this without any additional cost being charged to the Commission.

The midterm APR petition to be filed by the Utility shall be subject to the provisions of the HPERC (Terms and Conditions for Determination of Generation Tariff) Regulations, for the Control Period FY25 – FY29.

3.2.2.3 Tariff Petition of Transmission Licensee / State Transmission Utility (HPPTCL):

- i) The HPPTCL is a State Transmission Utility (STU) and sole Transmission licensee in Himachal Pradesh that came into being in June 2010 through Transfer Scheme by the HP Government. In accordance with the Electricity Act, 2003 and HPERC (Terms and Conditions for Determination of Transmission Tariff) Regulations, the Commission analyses the multiyear petition for Annual Revenue Requirement (ARR) and the respective Tariff, petition for Annual Performance Review (APR) and respective Tariff and the True-Up petitions for previous Control Period as may be filed by the STU before the Commission and accordingly determines the Tariff that the Utility will charge from its customers that include the HPSEBL, the Open Access customers, IPPs and other Generators.
- ii) The Consultants engaged by the Commission, shall for five year Control Period (FY25 to FY29), assist the Commission in analyzing the petitions to be filed by the HPPTCL in respect of multiyear ARR and Tariff, Annual Performance Review (APR) and Tariff and the True-Up filing of previous year(s) and True-Up of previous Control Period and also assist in preparation of draft of the Tariff Order on similar lines as has been done by the Commission in the past. These Tariff Orders are available on the HPERC website www.hperc.org.
- iii) The nature of assistance as shall be required by the Commission from the Consultants is described job-wise as follows:-

a) Petition filings for multiyear ARR and determination of Transmission Charges (including True-Up of previous Control Period and/or True-Up of previous year(s)) by the HPPTCL:

____(1 No. Job)

The Consultant shall ensure that his team is physically present in the Commission for 5 days for each job. The Job shall inter-alia comprise the following activities to be carried out by the Consultants:-

- i) Finalizing of - Business Plan, guidelines and formats for filing petition for Transmission Charges, capital investment plan including sources of funds and the determination of baseline that is to be done before the filing of the MYT period petition;
- ii) Reviewing and Analyzing of the petition of True-Up of previous years and petition of multiyear Aggregate Revenue Requirement (ARR) and

multiyear Tariff filed by the HPPTCL for each year of the Control Period (FY25 to FY29);

- iii) Validating and analyzing of the information/data submitted in the petitions including obtaining further data, in respect of the expenses, revenues, non-tariff incomes, fixed and variable costs, Transmission costs, Transmission Losses, CAPEX plan, Business plan, operational and efficiency parameters, depreciation, interest and financing costs, O&M costs, segregation of assets from that of the HPSEBL etc;
- iv) Determining various aggregate parameters that reflect the costs and revenues and the tariffs for different Transmission lines at the overall level and at prevalent voltage levels;
- v) Modelling all parameters (costs and revenues in Crore Rupees, Transmission charges etc) including aggregate parameters;
- vi) Proposing the measures to meet the additional revenue requirement through increase in tariffs and making suggestions on tariff designs;
- vii) Providing a comparative of the tariff rates and structure of other States with the one proposed now in respect of the Utility / licensee / generator / company;
- viii) Any other activity relevant to finalizing the draft Tariff Order;
- ix) Preparation and submission of hard and soft copies of the Draft Tariff Order and any study(ies) or model(s) that are incidental to preparation of such Draft Tariff Order;
- x) Assisting the Commission in analyzing and preparing Orders on Review petitions filed by the Petitioners, on which the Consultants in the past (i.e. during any point of time in the 5 year control period FY25 to FY29) have already assisted the Commission in analysis of ARR and determination of Tariffs and in preparation of Orders. This shall inter-alia include discussions with the Commission/ Commission's Legal advisors / officers and staff of the Commission, support during the Review hearing before the Commission and the preparation of draft Review Orders.

Note:

True-Up of any previous year(s)/ True-Up of previous Control Periods, if not carried out along with the main ARR Tariff petitions of FY25 shall be carried out in the subsequent years of the Control Period along with the midterm APR for FY27 and the Consultants shall be required to execute this without any additional cost being charged to the Commission.

b) Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Mid-term Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and True-Up filing of previous Control Period) by the HPPTCL:

___ (1 No. Job --MTR including True-Ups)

The Consultant shall ensure that his team is physically present in the Commission for 5 days for each job. This Job shall inter-alia require that all or any of the activities as are mentioned in ibid clause 3.2.2.3 to be carried out by the Consultants for Reviewing and Analyzing of the petition for True-Up of previous year(s), petition for True-Up of previous Control Period and petition for Aggregate Revenue Requirement (ARR) and Tariff in the form of Annual Performance Review (APR) filed by the HPPTCL for the year FY27;.

Note :

True-Up of any previous year(s) / previous Control Periods, if not carried out along with the main ARR for FY25 Tariff petitions, shall be carried out along with midterm APR for FY27 in the subsequent years and the Consultants shall be required to execute this without any additional cost being charged to the Commission.

The midterm APR petition to be filed by the Utility shall be subject to the provisions of the HPERC (Terms and Conditions for Determination of Transmission Tariff) Regulations, for the Control Period FY25 to FY29.

3.2.2.4 Tariff Petition of HP State Load Despatch Society (HPSLDS) for HP State Load Despatch Centre (HPSLDC):

- i) HPSLDS was established by the Government of HP as an independent entity in the form of "Himachal Pradesh State Load Despatch Society" vide its order dated 8.11.2010. HPSEB Ltd. had put the services of some of its employees with HPSLDS with effect from 17th June 2012. Himachal Pradesh Load Despatch Society has therefore deemed to have taken over the functions of State Load Despatch Centre (SLDC) from HPSEB Ltd. with effect from 17th June 2012.
- ii) In accordance with the Electricity Act, 2003, the Commission analyses the multiyear petition for Annual Revenue Requirement (ARR) and the determination of SLDC charges, and the True-Up petitions for previous Control Period as may be filed by the HPSLDS before the Commission and accordingly the Commission determines the SLDC charges to be charged by the HPSLDS from various constituents of the State.
- iii) The Consultants engaged by the Commission, shall for five year Control Period (FY25 to FY29), assist the Commission in analyzing the petitions to be filed by HPSLDS in respect of multiyear ARR and Tariff, and the True-Up filing of previous Control Period and also assist in preparation of draft of the Tariff Order on

similar lines as has been done by the Commission in the past. This Tariff Order is available on the HPERC website www.hperc.org .

iv) The nature of assistance as shall be required by the Commission from the Consultants is described job-wise as follows:-

a) Petition filings for multiyear ARR and determination of SLDC Charges (including True-Up of previous Control Period and/or True-Up of previous year(s)) by the HPSLDS:

____(1 No. Job)

The Consultant shall ensure that his team is physically present in the Commission for 3 days for each job. This Job shall inter-alia comprise the following activities to be carried out by the Consultants:-

- i) Finalizing of - Business Plan, guidelines and formats for filing petition for SLDC Charges, capital investment plan including sources of funds and the determination of baseline that is to be done before the filing of the MYT period petition
- ii) Reviewing and Analyzing of the petition of True-Up of previous years and petition of multiyear Aggregate Revenue Requirement (ARR) / Annual Fixed costs (AFC) and multiyear Tariff filed by HPSLDS for each year of the Control Period (FY25 to FY29);
- iii) Validating and analyzing of the information/data submitted in the petitions including obtaining further data, in respect of the expenses, revenues, non-tariff incomes, fixed and variable costs, CAPEX plan, Business plan, operational and efficiency parameters, depreciation, interest and financing costs, O&M costs, segregation of assets from that of the HPSEBL etc;
- iv) Determining various aggregate parameters that reflect the costs and revenues and the tariffs;
- v) Modeling all parameters (costs and revenues in crore Rupees) including aggregate parameters;
- vi) Proposing the measures to meet the additional revenue requirement through increase in tariffs and making suggestions on tariff designs;
- vii) Providing a comparative of the tariff rates and structure of other State Load Despatch Centres;
- viii) Any other activity relevant to finalizing the draft Tariff Order;
- ix) Preparation and submission of hard and soft copies of the Draft Tariff Order and any study(ies) or model(s) that are incidental to preparation of such Draft Tariff Order.

- x) Assisting the Commission in analyzing and preparing Orders on Review petitions filed by the Petitioners, on which the Consultants in the past (i.e. during any point of time in the 5 year control period FY25 to FY29) have already assisted the Commission in analysis of ARR and determination of Tariffs and in preparation of Orders. This shall inter-alia include discussions with the Commission/ Commission's Legal advisors / officers and staff of the Commission, support during the Review hearing before the Commission and the preparation of draft Review Orders.

Note:

True-Up of any previous year(s)/ True-Up of previous Control Periods, if not carried out along with the main ARR Tariff petitions of FY25 shall be carried out in the subsequent years of the 5th Control Period along with the Mid-term APR for FY27 and the Consultants shall be required to execute this without any additional cost being charged to the Commission.

- b) Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Mid-term Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and true up of previous Control Periods) by the HPSLDS:**

_____ (1 No. Job --- MTR including True-Ups)

The Consultant shall ensure that his team is physically present in the Commission for 3 days for each job. This Job shall inter-alia require that all or any of the activities as are mentioned in ibid clause 3.2.2.4 to be carried out by the Consultants for Reviewing and Analyzing of the True-Up petition for previous year(s), True-Up petition for previous Control Period and petition of Aggregate Revenue Requirement (ARR) and Tariff in the form of Annual Performance Review (APR) filed by the HPSLDS for FY27.

Note :

True-Up of any previous year(s) / previous Control Periods if not carried out along with the main ARR for FY25 Tariff petition, shall be carried out along with midterm APR for FY27 in the subsequent years and the Consultants shall be required to execute this without any additional cost being charged to the Commission.

The midterm APR petition to be filed by the Utility shall be subject to the provisions of the HPERC (Levy and Collection of Fees and Charges by State Load Despatch Centre) Regulations for the Control Period FY25 to FY29.

Module (C)

3.2.3 Capital Cost/ARR/AFC & Tariff Petition of HEPs of capacity above 25 MW and new Transmission Lines/ Sub-stations;

In respect of HEPs owned by the HPSEBL, Petitions for analysing and determining of Capital Cost of upcoming Generation Project Bassi-III (Uhl-III) and Additional Capitalisation of Bassi-II (Uhl-II), Giri, Larji and Bhaba HEPs and their respective Annual Revenue Requirement (ARR) / Annual Fixed Cost (AFC) and Generation Tariff for Control period FY25 to FY29.

HPPTCL may also file separate petitions for determination of capital cost and tariff of new Transmission Lines/ Sub-stations.

This activity shall comprise the following job to be carried out by the Consultants:-

- i) **Determination of Capital Cost / ARR/ AFC/ Generation Tariff of new HEPs of capacity above 25 MW.**
_____ (1 No. Job per project basis)
- ii) **Determination of Modernisation & Renovation/ Additional Capitalization/ ARR/ AFC/ Generation Tariff of Bassi-II (Uhl-II) HEP / Bhaba HEP, Larji HEP and Giri HEP**
_____ (1 No. Job per project basis)
- iii) **Determination of Capital Cost / ARR/ AFC/ Transmission Tariff of new Transmission Lines/ Sub-stations**
_____ (1 No. Job per project basis)

The Consultant shall ensure that his team is physically present in the Commission for 4 days for each project/petition. The Job shall inter-alia require that all or any of the activities as are mentioned in ibid clauses 3.2.2.1 and 3.2.2.3 to be carried out by the Consultants for analyzing of the petitions for determination of Additional Capitalization/ Renovation & Modernisation in respect of Bassi-II / Giri /Larji /Bhaba HEPs, Capital Cost of Bassi III and their respective Aggregate Revenue Requirement (ARR) / Annual Fixed Charges (AFC) and Tariff in respect of Uhl-III HEP/ Capital cost determination and determination of tariff for each new Transmission Lines/Sub-stations.

Module (D)

3.2.4 Capital Cost/ARR/AFC & Tariff Petition of Small HEPs having capacity upto and including 25 MW selling power to HPSEBL

The Small HEPs having capacity upto and including 25 MW may opt for selling of power to HPSEBL at project specific tariff rather than at preferential tariff. In

such a scenario, the project specific tariff shall have to be determined after determining the capital cost of the project.

This activity shall comprise the following job to be carried out by the Consultants for each project seeking project specific tariff for the Control period FY25 to FY29:-

Determination of Project Specific Tariff for each Small Hydro Electric Power Project having capacity upto and including 25 MW selling power to HPSEBL

___(1 No. Job per project basis)

The Consultant shall ensure that his team is physically present in the Commission for 3 days for each job. This Job shall inter-alia require that all or any of the activities as are mentioned in bid clause 3.2.2.1 to be carried out by the Consultants for analyzing of the petitions for determination of Project specific tariff for each Hydro Electric Power Project.

Module (E)

3.2.5 Appeals & Review Petitions/Consequential Orders

**A) Appeals & Review Petitions:
___ (Module E1: 1 No. Job per Appeal / Review Petition)**

The Consultant shall ensure that his team is physically present in the Commission for 1 day for each job. The Commission would be requiring assistance in analyzing and preparation of Replies to Appeals/Review petitions filed by the Petitioners, before the Hon'ble Appellate Tribunal for Electricity (APTEL) or the Hon'ble Supreme Court, on which the Consultants in the past have assisted the Commission in the analysis of ARR and determination of Tariffs. The consultants shall therefore be required to assist the Commission in analysis of Appeals/Review petitions, if any, that may be filed before the Hon'ble APTEL / Hon'ble Supreme Court, including discussions with the Commission/ Commission's Legal advisors/officers and staff of the Commission, and preparation of Replies.

**B) Consequential Orders on Appeal / Review Order:
___ (Module E2: 1 No. Job per Consequential Order)**

The Consultant shall ensure that his team is physically present in the Commission for 1 day for each job. During the period of the Assignment, the Commission in respect of judgements / Orders passed by the Hon'ble Appellate Tribunal for Electricity (APTEL) or by the Hon'ble Supreme Court shall require

assistance in drafting of Consequential Orders to give effect to these judgement/orders. The consultants shall therefore be required to assist the Commission in preparation of Draft Consequential Orders.

Module (F)

3.2.6 Miscellaneous Jobs on Man Day Basis

Although the scope of services required are covered under the Modules 'A' to 'E', yet during the duration of Assignment from 1st November, 2023 to 31st March 2029, the Consultants in accordance with Terms and Conditions of Payment and of Deliverables/Time Schedules as may be mutually agreed with the Commission, may also be required to execute such Miscellaneous jobs on 'man-day basis' which are of nature similar to those specified under Modules 'A' to 'E' and which have not been covered under the Modules 'A' to 'E'. The Consultants in respect of this Module (F) shall quote rates for per-man-day. The lowest quote for per man day among qualifying Bidders of Technical Evaluation, shall be the rate at which the Commission shall get such Miscellaneous Jobs in respect of this Module executed from the successful Consultant i.e. with whom the Commission executes the Contract for the Assignment. The job will be assigned by the Commission at its discretion and the total scope of job under this module shall not exceed 10% of the total Contract Price of complete package comprising modules 'A', 'B', 'C' 'D' and "E" The Quote against this Module (F) shall not be considered for the purpose of consolidated package for the purpose of Bidding by the Consultants and Evaluation by the Commission as mentioned in para i) under Clause 3.4 of the Bid Document. In the event the Commission requires the execution of this module from successful consultant, this shall be binding on the consultants for execution.

3.3 PERIOD OF CONTRACT:

The Consultants so engaged by the Commission will assist the Commission with effect from 1st November, 2023 upto the end of the Control Period i.e. 31st March, 2029, for which the Consultants shall enter into a Contract with the HP Electricity Regulatory Commission.

3.4 COMMISSION'S POWERS:

- i) During the 5th Control Period (FY25 to FY29), the aforementioned Modules A to E even though independent activities shall together form a consolidated single package for the purpose of Bidding by the Consultants and Evaluation by the Commission. The Consultants shall however, quote separately against each Module. The Consultants shall execute all or only such Jobs within the above defined Modules A to E, as may be

required by the Commission to be executed during the period of the Contract. The Payment to the Consultants shall however be made on completion of jobs specified within the respective Modules.

- ii) During the 5th Control Period, the Commission reserves its right to foreclose, terminate or cancel the engagement of the Contractor without assigning any reasons. Necessary terms and conditions to this effect shall be as per the provisions of the Contract.
- iii) HPERC reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for HPERC's action and under these circumstances, the EMD along with the unopened Technical or Financial Proposal or both as the case be, shall be returned within one month of such rejection/annulment.

3.5 ELIGIBILITY AND QUALIFICATION REQUIREMENTS FOR BIDDING:

The Consultancy Firm/ Institution intending to Bid for the above-mentioned tasks should fulfil the eligibility and qualification requirements in accordance with clause 2.2.3 of the Bid Document.

3.6 PREPARATION AND SUBMISSION OF BIDS:

Preparation and submission of Bids shall be in accordance with clause 2.4 of the Bid Document

3.7 OPENING, EVALUATION AND COMPARISON OF BIDS:

The evaluation of the proposals shall be carried out in accordance with clause 2.5 of the Bid Document.

3.8 EARNEST MONEY DEPOSIT (EMD):

No Processing Fees shall be charged from the Bidders. However, in accordance with clause 2.4.7, every Bidder at the time of submission of the Bid, shall be required to furnish Earnest Money Deposit (EMD) of Rs 2,00,000/- (In words Rs Two Lakh only) in the form of crossed bank draft drawn in favour of the Secretary, HP Electricity Regulatory Commission, Shimla (H.P.). The EMD of unsuccessful Bidders consequent to Technical Evaluation shall be refunded within one month of declaration of the Technical Evaluation result. The EMD of unsuccessful Bidders consequent to the Financial and overall Evaluation, shall be refunded within one month of declaration of the overall evaluation result. The EMD of the successful Bidder shall be refunded after the notification of award, execution of Contract Agreement and Submission of Contract Performance Guarantee

pursuant to clause 2.7.5 of the bid document. No interest shall however be paid on Earnest Money Deposit.

3.9 TERMS AND CONDITIONS OF CONTRACT:

Terms and Conditions of the Contract shall be as per clause 2.7 of the Bid Document.

3.10 DELIVERABLES / TIME SCHEDULE:

The Deliverables and Time Schedules shall be in accordance with clause 2.10 of the Bid Document.

3.11 PAYMENT TERMS:

- i) The Consultant shall Bid as per Module(s) A, B, C, D and E specified under clause 3.2. The total Contract Price will be the sum of prices quoted for each Module.
- ii) The quoted prices against above mentioned Modules shall be inclusive of any costs incidental to and arising on executing the aforementioned Modules.
- iii) The terms of payment shall be as follows:-

a) **MODULE (A): REGULATIONS:-**

Payment Term: - As given in the following Table, the payment shall be a percentage of Quoted Price of Module A under clause 3.2.1 and shall be made on completion of exercise/job by the consultants as follows:-

Name of Regulation			Payment Term(Percent of Total Quoted Price of Module)
All / Any Regulations during the Control Period	Job AX		Nil Payment
Terms and Conditions for Determination of Wheeling Tariff and Retail Supply Tariff Regulations, 2011	Amendments	1 No. Job each	15%
Terms and Conditions for Determination of Generation Tariff Regulations, 2011			12%
Terms and Conditions for Determination of Transmission Tariff Regulations, 2011			12%
Levy and collection of fee and charges by State Load Despatch Centre Regulations, 2011			9%
Treatment of Income of Other Business Regulations, 2005			5%
Cross Subsidy surcharge, additional surcharge and Phasing of Cross Subsidy Regulations 2006.			5%
Conduct of Business Regulations, 2005			7%

Terms and Conditions for Determination of Point of Connection/ Availability based Tariff Regulations/ General Network Access based Tariff Regulations	<u>New Regulations</u>	1 No. Job each	20%
Study on Benchmarking of Operational and Cost Parameters of HPSEBL			15%

b) **MODULE (B):** ARR & TARIFF PETITIONS:-

Payment Term:- As given in the following Table, the payment shall be a percentage of Quoted Price of Module B under clause 3.2.2 and shall be made on completion of exercise/job by the consultants as follows:-

Sr. No.	Job	Clause	Payment Term (Percent of Total Quoted Price of Module)
1	Petition filings for approval of Business Plan for the Control Period (FY 20 to FY 29) by the HPSEBL for its retail and wheeling business.	3.2.2.1	4%
2	Petition filings for multiyear ARR and Tariff (including True-Up filings of previous year(s) and/or True-Up filing of previous Control Period) by the HPSEBL for its retail and wheeling business.		14%
3	Petitions for Four (4) No. Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Annual Performance Reviews (APRs)/ Mid Term Performance Review for FY27 (including True-Up filings of previous year(s) and/or True-Up of previous Control Period) by the HPSEBL for its retail and wheeling business.		36% (9% per APR)
4	Petition filings for multiyear ARR and Tariff (including True-Up filings of previous year(s) and/or True-Up filing of previous Control Period) by the HPSEBL for its generation business.		8%
5	Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Mid Term Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and True-Up filing of previous Control Period) by HPSEBL for its generation business.		6%
6	Petition filings for multiyear ARR/AFC and Generation Tariff (including True-Up of previous years and/or True-Up of previous Control Period) by HPPCL for Sawra Kuddu, Sainj and Kashang HEPs and by M/s JSWEL for Baspa-II	3.2.2.2	8% (2% per project)
7	Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Mid Term Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and True-Up filing of previous Control Period) by HPPCL for Sawra Kuddu, Sainj and Kashang HEPs and by M/s JSWEL for Baspa-II		4% (1% per project)

8	Petition filings for multiyear ARR and determination of Transmission Charges (including True-Up of previous Control Period and/or True-Up of previous year(s)) by the HPPTCL	3.2.2.3	8%
9	Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Mid-term Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and True-Up filing of previous Control Period) by the HPPTCL		6%
10	Petition filings for multiyear ARR and determination of SLDC Charges (including True-Up of previous Control Period and/or True-Up of previous year(s)) by the HPSLDS	3.2.2.4	4%
11	Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Mid-term Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and true up of previous Control Period) by the HPSLDS		2%

- c) **MODULE (C):** ARR & TARIFF PETITIONS of
- Bassi-II (Uhl-II), Bhaba, Larji and Giri HEPs (additional capitalisation/ Renovation & Modernisation)
 - Capital cost and Tariff determination of new HEPs of capacity above 25 MW (per project basis) and
 - Capital cost and Tariff determination of new Transmission Lines/ Sub-stations (per project basis).

Payment Term:-

- 20% of Quoted Price of Module on completion of job of determination of Renovation & Modernisation/ Additional Capitalization/ ARR/ AFC/ Generation Tariff of Bassi-II (Uhl-II) / Bhaba / Larji and Giri HEPs by Consultants shall be 5% each in respect of all HEPs by Consultants.
- 45 % of Quoted Price of Module on completion of job of Determination of Capital Cost / ARR/ AFC/ Generation Tariff of new HEPs of HPSEBL per project basis by Consultants;
- 35% of Quoted Price of Module on completion of job of Determination of Capital Cost / ARR/ AFC/ Transmission Tariff of new Transmission Lines/ Sub-stations per Project basis by Consultants.

- d) **MODULE (D):** Determination of Project specific tariff for each small Hydro Electric Power Project having capacity upto and including 25 MW selling power to HPSEBL

Payment Term: - 100 % of Quoted Price per project basis

- e) **MODULE (E):** APPEAL & REVIEW -- Petition (Module E1) /
Consequential Order (Module E2) as per clause 3.2.5
- Payment Term: -** 100 % of Quoted Price per case ie Per Review/Appeal/
Consequential Order Basis

- iv) All Payments as indicated above shall be released with-in 30 (thirty) days of the receipt of bill/invoice.

3.12 CONTRACT PERFORMANCE SECURITY:

For the due performance of the Contract, the successful Bidder shall provide the Contract Performance Security in accordance with clause 2.7.5 of the Bid Document.

3.13 PENALTY:

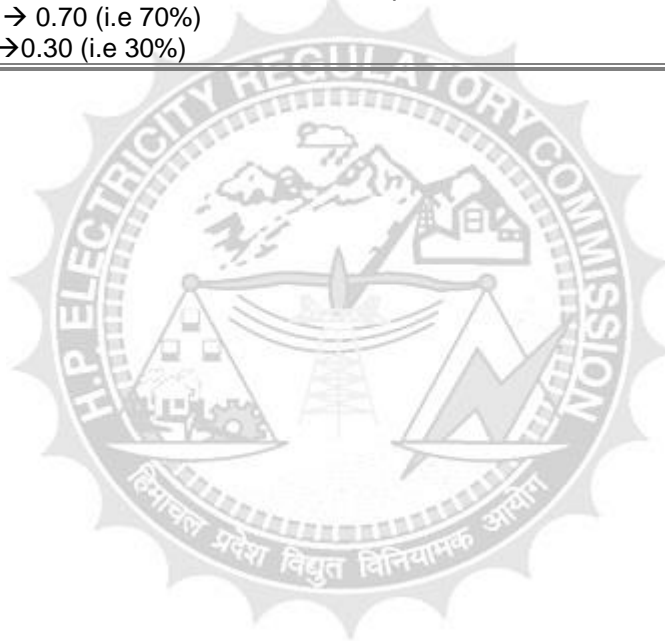
Penalty @ 0.5 % per week or part thereof from date the Final Report(s)/Order(s) first became due, upto maximum of 10% (or 20 weeks) of the percentage of Payment prescribed under clause 3.11 of 'Terms of Reference' for the job(s) (Excluding GST), shall be levied and payable by the Consultant to the HPERC, for delay in submission of Final Report(s)/Order(s) as per the time schedule under clause 2.10 of Bid Document. For any delay beyond 20 weeks, HPERC reserves the right to terminate the Contract without assigning any reason(s) & have right to carry out the pending Assignment at the Consultant's risk & cost.

4 TECHNICAL PROPOSAL SUBMISSION FORMATS

Data Sheet: Information to Bidders

Description
Name of Client: HIMACHAL PRADESH ELECTRICITY REGULATORY COMMISSION (HPERC)
<p>The name, objectives and description of the Assignment: HPERC intends to engage technically qualified and experienced Consultant (also known as project Consultants) from professionally managed Consultancy Firms/ Institutions in order to effectively assist the Commission in discharging its functions for the five year Control Period (FY2024-25 to FY2028-29 in short referred to as FY25 to FY29 or as 'the 5th Control Period') and to provide consultancy to the Commission in the matter of analysing Annual Revenue Requirements (ARRs), determination of Multi-Year Retail Supply and Wheeling Tariffs / Transmission Charges / SLDC Fees and Charges / Capital costs of Generation Projects (including Annual Fixed Charges and Generation Tariffs) and other related matters such as framing and amendments of Regulations in respect of all or any of the tasks/jobs mentioned under the section Terms of Reference (TOR). The Control Period from FY25 to FY29 is the fifth (5th) Control Period of Multiyear Tariff (MYT) regime. The ongoing 4th Control Period is from FY20 to FY24. The tasks/jobs shall be undertaken as may be desired by the Commission in respect of such tasks/jobs;</p> <p>The tasks/jobs/modules as offered by the Commission to the prospective Consultants shall require that the Consultants assist the Commission in analysing and scrutinising the documents and the data / information submitted by various petitioners in their respective tariff petitions during the five year control period (FY25 to FY29). The nature of such analysis and scrutiny would therefore inter-alia include cross check of calculations, preparation of preliminary queries on the filings made by the petitioners, seeking clarifications, examining related books and records of petitioners, analysis of objections and suggestions received on the petition filings, compiling submissions and responses made during the public hearing process,</p> <p>The nature of aforementioned assistance shall therefore inter-alia also include assistance in tariff/public hearings, assistance in preparation and drafting of Tariff Orders, assistance in Reviews filed by any petitioner/respondent/stakeholder before the Commission and assistance in Reviews / Appeals, if any, filed by any stakeholder either before the Hon'ble Appellate Tribunal for Electricity (APTEL) or before the Hon'ble Supreme Court.</p>
The period of engagement of Consultants: With effect from 1 st November, 2023 upto the end of the Fifth (5 th) five year Control Period i.e. upto 31 st March, 2029.
The detailed 'Scope of Work': indicating the major items of works job-wise to be executed by the Consultants: Contained in 'Terms of Reference (TOR)'.
Last Date for requesting Clarifications from HPERC: 6 th October, 2023.
Last Date of submission of Bids: 16 th October, 2023 at 1400 hrs.
Date of Opening of Bids: 16 th October, 2023 at 1500 hrs.
Date of commencement of Assignment: 1 st November, 2023
Address & Contact for submission of Proposal / requesting clarifications / Negotiations: Executive Director (TFA), HPERC, Vidut Aayog Bhawan, Block No. 37, SDA Complex, Kasumpti, Shimla (H.P.)-171009 Phone 0177-2627983; EPBAX. 0177- 2627263, 2627907,2627908; Fax 0177-2627162; E-mail: hperc@rediffmail.com .
Is the Assignment phased? YES
Language for submission of Proposals: ENGLISH

Language for writing Reports: ENGLISH	
Currency: Prices should be quoted in Indian Rupees (Rs) only	
Validity of Bids: Three (3) calendar months from the date of opening.	
Earnest Money Deposit: Rs 2,00,000/- (Rs Two Lakh only) must be furnished along with the Bid in the form of Demand Draft drawn in favour of The Secretary, HPERC, Shimla.	
Bidders must submit an original and two additional copies of each Proposal.	
The Weights assigned for Technical Evaluation criteria:	
<u>Criteria</u>	<u>Weight</u>
Consultants Relevant Experience for the Assignment	35
Quality of Proposed Methodology (including Work Plan, Work Schedule)	15
Qualification (including Competence, Time Schedule of Professionals) of Key Staff proposed	50
TOTAL	100
The minimum qualifying Technical Score is 60 %.	
The weights assigned to Technical and Financial Proposals:	
Technical Proposal → 0.70 (i.e 70%)	
Financial Proposal → 0.30 (i.e 30%)	



Form 4X: Basic Eligibility Criteria

Name of the Firm:

Sl. No.	Basic Eligibility Criteria		Documentary Proof attached	
	Description	Yes/No	Yes/No	Page No.
1	Does the Consultant have understanding of the legal framework governing power sector			
2	Does the Consultant have understanding of economics of generation, transmission, distribution and Trading.			
3	Does the Consultant have understanding of the financial analysis and accounting.			
4	Does the Consultant have experience in implementing MYT framework for Public Utilities.			
5	Does the Consultant have experience of regulatory process and policies especially for CERC/SERC and has the Consultant analysed ARR and Tariff Petitions and assisted Commissions in Drafting Tariff Orders.			
6	Has the turnover of the Consultant been atleast Rs.10 Crore in the consultancy services during the last three years.			
7	Certificate Of Incorporation/Registration			
8	PAN No. Of Consultant			
9	GST Registration			
10	Has the Consultant furnished the requisite Earnest Money Deposit (EMD)			DD No./ Date
11	Has the firm furnished the Power of Attorney / Letter of Authorization?			Name of the authorised person
12	Has the professionals proposed for the assignment experience of at least one Assignment of preparation of Annual Revenue Requirements (ARRs) and tariff proposals on behalf of Licensees/ Power Utilities for the filing of these before the CERC/ SERCs, and/or, experience of analyzing the ARR and tariff petitions filed by the electricity Utilities before the CERC/ SERCs.			

Form 4A: Proposal Submission Form

No. _____

Date _____

To

**The Executive Director (TFA),
Himachal Pradesh Electricity Regulatory Commission,
Vidyut Aayog Bhawan, Block No. 37, SDA Complex, Kasumpti, Shimla (H.P.)-171009**

Sir,

With reference to the Bid Document (Insert publication details), we the under signed, having examined the Bid Document, including Addenda Nos., (Insert numbers), offer to provide the consulting services for appointment of Consultants for assistance to the HPERC on the determination of Multi Year Tariff for the five year control period (FY25 to FY29) commencing 1st November, 2023.

Attachments to the Proposal Submission Form:

In line with the requirement of the Bid Document, we enclose herewith the following Attachments to the Bid Form:

- i) **Attachment 1:** Earnest Money Deposit of Rs 2,00,000/- (Rs Two lakh only) in the shape of Demand draft no. _____ dated _____ drawn in favour of the Secretary, HPERC, Shimla.
- ii) **Attachment 2:** A Power of Attorney duly attested by a Notary Public (or Letter of Authorization from Firm) indicating that the person(s) signing the Bid have the authority to sign the Bid and that the Bid is binding upon us during the full period of its validity in accordance with clause 2.4.6 of Bid Document.
- iii) **Attachment 3:** In accordance with the Bid Document, the documentary evidence establishing in accordance with clause 2.2.3 on Form 4X that we are eligible to Bid and in terms of clause 2.2.3 are qualified to perform the Contract if our Bid is accepted.

We are also submitting our proposal, which includes the "Technical Proposal" and the "Financial Proposal" sealed under separate envelopes. Authorised signatory has signed each page of the proposal.

If our Bid is accepted, we undertake to provide a Performance Security in the form and amount, and within the times specified in the Bid Document.

Until a formal Contract is prepared and executed between us, this Bid, together with your written acceptance thereof in the form of your Notifications of Award shall constitute a Bid Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without collusion or fraud.

Thanking you

Dated this ____ day of _____.

Yours sincerely,

(Authorised Signature)
(Name & Title of Signatory)
Name and address of the Firm

Note: Bidders may note that no prescribed proforma has been enclosed for (Power of Attorney/Letter of Authorisation from Firm) 'Attachment 2' and Bidders may use their own proforma for furnishing the required information with the Bid.

Form 4B(I): Consultant Firm's Experience

Form 4B(Ia) - Summary

Sr No.	Particulars		Total No. of Assignments		
			G	T	D
1	Experience in designing and implementing MYT (Framework/ Tariff Petitions/ Cost Determination) for Regulatory Commissions (Index-A)	C			
		P			
2	Experience in designing and implementing Petitions (Annual Tariff /Reviews/Annual Performance Reviews/ Cost Determination) for Regulatory Commissions (Index-A)	C			
		P			
3.	Experience in designing and implementing MYT (Framework/ Tariff Petitions/ Cost Determination) for Utilities (Index-B)	C			
		P			
4.	Experience in designing and implementing Petitions (Annual Tariff /Reviews/Annual Performance Reviews/ Cost Determination) for Utilities (Index-B)	C			
		P			
5	International Experience (Index-C)	C			
		P			
6	Other (Index-D)	C			
		P			
	Total	C			
		P			

Legends
 'G' = Generation ; 'T' = Transmission ; 'D' = Distribution/Retail ; 'C' = Completed ; 'P' = Under Process

Form 4B(Ib) - Index (A)

For Electricity Regulatory Commissions: Experience in designing and implementing MYT framework/ Tariff Petitions (MYT/Annual/Reviews/Annual Performance Reviews/ Cost Determination) for Regulatory Commissions in respect of any Utilities Distribution/ Transmission/ Generation/ Trading Businesses.
 (Give details of only ongoing assignments and assignments completed during last five years)

Sr. No.	Name & Address of Client	Brief Nature Of Assignment	Year	Duration	No. of Staff Deployed

Form 4B(Ic)- Index (B)

Experience For Electric Utilities: Experience in designing and implementing MYT framework / Cost Determination for Utilities / Tariff Petitions (MYT/Annual/Reviews/Annual Performance Reviews) to Electricity Regulators in respect of Utilities Distribution/ Transmission/ Generation/ Trading Businesses.
 (Give details of only ongoing assignments and assignments completed during last five years)

Sr. No.	Name & Address of Client	Brief Nature Of Assignment	Year	Duration	No. of Persons Deployed

Form 4B(ld)- Index (C)

International Experience For Electricity Regulators / Electric Utilities: International Experience in designing and implementing MYT framework/ Tariff Petitions (MYT/Annual/Reviews/Annual Performance Reviews) / Cost Determination of Regulators/Utilities for Distribution/Transmission/Generation/Trading Businesses
(Give details of only ongoing assignments and assignments completed during last five years)

Sr. No.	Name & Address of Client	Brief Nature Of Assignment	Year	Duration	No. of Persons Deployed

Form 4B(le)- Index (D)

For Other than Electric Utilities: Experience for Other Than Electric Utilities and in respect of assignments of nature Other Than in designing and implementing MYT framework/ Tariff Petitions (MYT/Annual/Reviews/Annual Performance Reviews) / Cost Determination of Regulators/Utilities.
(Give details of only ongoing assignments and assignments completed during last five years)

Sr. No.	Name & Address of Client	Brief Nature Of Assignment	Year	Duration	No. of Persons Deployed

(Authorised Signature)
(Name & Title of Signatory)
Name and address of the Firm

Form 4B (II): Firm's References

Relevant Services Carried Out in the Last Five Years as mentioned in Form 4B(I) that Best Illustrate Experience.

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

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/entity (profiles):
Name of Client:		No. Of Staff:
Address:		No. Of Staff-weeks; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current Indian Rs.):
Name of Associated Consultants, if any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

(Authorised Signature)
(Name & Title of Signatory)
Name and address of the Firm

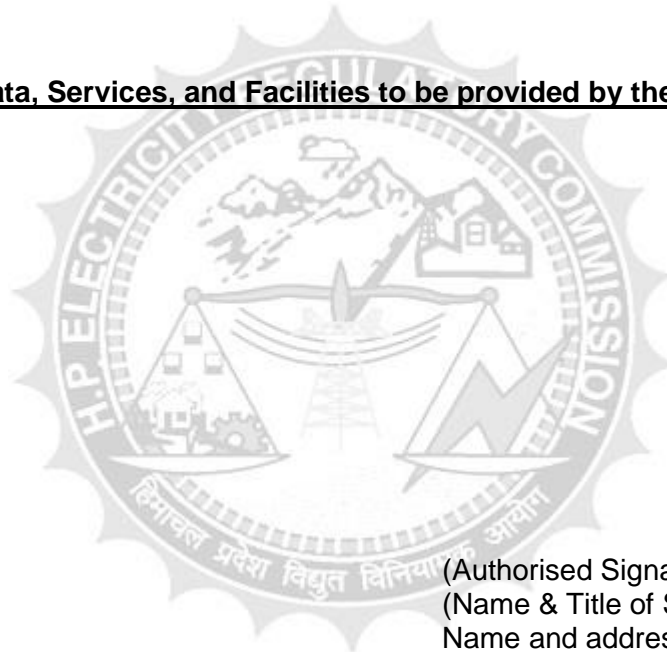
Form 4C: Comments And Suggestions Of Consultants

A. On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

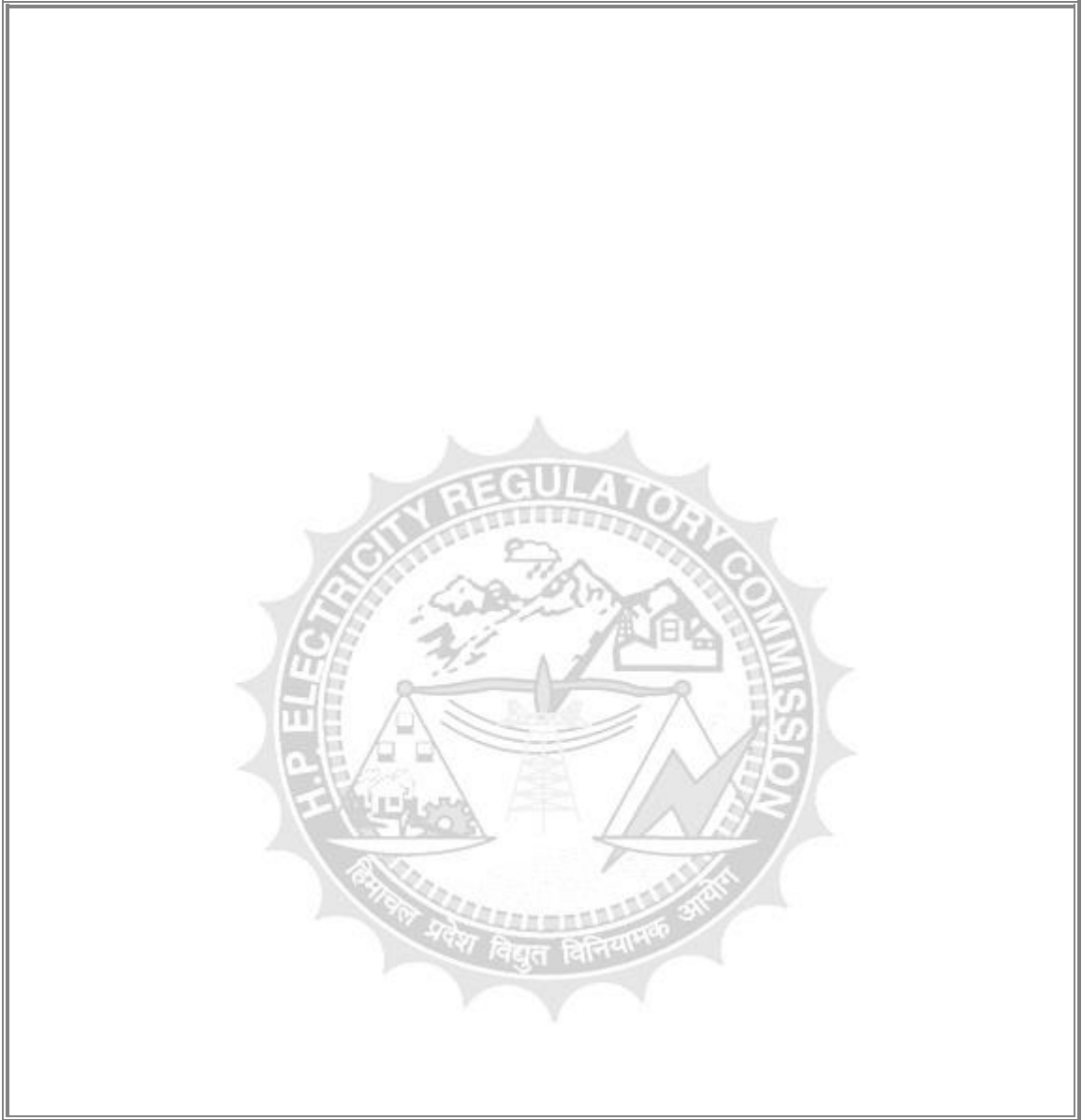
B. On the Data, Services, and Facilities to be provided by the Client: (HPERC)

- 1.
- 2.
- 3.
- 4.
- 5.



(Authorised Signature)
(Name & Title of Signatory)
Name and address of the Firm

Form 4D Description Of Work Plan And Methodology For Performing The Assignment.



(Authorised Signature)
(Name & Title of Signatory)
Name and address of the Firm

Form 4E: Team Composition And Task Assignments

Technical / Managerial Personnel of Consultant

Name				Qualification		
	Position	Key Person	Support Person	Graduation**	Post Graduation**	Higher or Additional**
XXXXXX		Yes		BE (Electrical)	PGDM (Finance)	
YYYYYY			Yes	BA		

**Note: Mention field of specialization with Relevant Qualification.

Number of Assignments (Cost / Tariff Determination)									
In India							In the State of Himachal Pradesh		
Name Of Staff	Area	Completed/Under Process	MultiYear Tariff Petitions filed in ERCs/ CERC	Multi Year Tariff Petitions filed by Elect. Utility	Annual Tariff Petitions / Annual Performance Reviews filed in ERCs/ CERC	Annual Tariff Petitions / Annual Performance Reviews filed by Elect. Utility	Thro' Bidding	For HPERC	For Electricity Utilities
XXXXXXXX	G	Completed							
	T								
	D								
	S								
	G	Under Process							
	T								
	D								
	S								
YYYY	G	Completed							
	T								
	D								
	S								
	G	Under Process							
	T								
	D								
	S								

Legends
 'G' = Generation ; 'T' = Transmission ; 'D' = Distribution/Retail ; 'S' = SDLC; 'ERCs' = Electricity Regulatory Commissions

(Authorised Signature)
 (Name & Title of Signatory)
 Name and address of the Firm

Form 4F: Format Of Curriculum Vitae (CV) For Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/entity: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience

Date: _____

Signature of staff member and authorized representative of the Firm with date (ddmmyyy)

Full name of staff member: _____

Full name of authorized representative: _____

(Authorised Signature)
(Name & Title of Signatory)
Name and address of the Firm

Form 4G: Time Schedule For Professional Personnel

Name	Position	Reports Due/ Activities	Weeks (in the form of a Bar Chart)													Total No. of Days	Total No. of Weeks
			1 W	2 W	3 W	4 W		

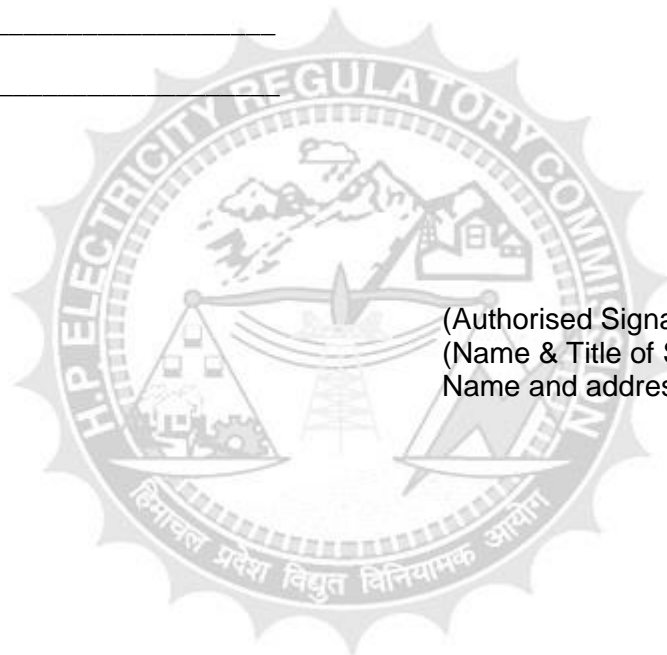
Assume 1 Week = 6 days

Full-time: i) at site _____ ii) at office _____

Part-time: i) at site _____ ii) at office _____

Reports Due: _____

Activities Duration: _____



(Authorised Signature)
(Name & Title of Signatory)
Name and address of the Firm

5 FINANCIAL PROPOSAL SUBMISSION FORMATS

Form 5A: Financial Proposal Submission Form

No. _____

Date _____

To:

**The Executive Director (TFA),
Himachal Pradesh Electricity Regulatory Commission,
Vidyut Aayog Bhawan, Block No. 37, SDA Complex, Kasumpti, Shimla (H.P.)-171009**

Sir,

We, the undersigned, offer to provide the consulting services for [*Title of consulting services*] in accordance with your Bid Document dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is inclusive of our professional fee, profits and all taxes & levies, which we have estimated at [*Amount(s) in words and figures*]. However, GST 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 Proposal, i.e., [*Date*]. Each page of the proposal has been signed by Authorised signatory.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount	Purpose of commission or gratuity

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

Yours sincerely,

(Authorised Signature)
(Name & Title of Signatory)
Name and address of the Firm

Form 5C: Break-Up Of Other Costs

Expense Type	Total
Establishment Expenses *	
Travel Expenses *	
Communication Expenses *	
Other Overheads *	
Total (2)	

* Please provide full details

(Authorised Signature)
(Name & Title of Signatory)
Name and address of the Firm

Form 5D: Summary Of Costs

Sr.No.	Costs	Amount(s) Rs.
1.	Total of Schedule 4B	
2.	Total of Schedule 4C	
3.	Profit Margins	
4.	Total Fee (excluding GSTes)	
5.	Applicable GSTes (provide details)	
6.	Total Amount of the Proposal	

(Authorised Signature)
(Name & Title of Signatory)
Name and address of the Firm

6 CONTRACT FORMS

Form 6A: 'Form of Letter Of Notification Of Award Of Contract'

Ref. No.

Date:

_____ [Contractor's Name & Address]

Sub: 'Letter of NOTIFICATION OF AWARD OF CONTRACT' For providing consultancy to the Commission in the matter of analysing Annual Revenue Requirements (ARRs), determination of Multi-Year Tariffs / Transmission Charges / SLDC Fees and Charges / Capital costs (including Annual Fixed Charges and Generation Tariffs) and other related matter in the State of Himachal Pradesh.

Dear Sirs,

- 1.0 This has reference to your proposal submitted vide your letter no. _____ dated _____ and the negotiations we had with you in our office on _____
- 2.0 We confirm having accepted your proposal read in conjunction with all the terms & conditions of the Bid Document
- 3.0 The total Contract Price (Excluding GST) for the entire scope of work under the Contract shall be _____ (Specify the amount and currency).
- 4.0 You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bid Document, on non-judicial stamp paper of appropriate value within 30 days from the date of this Notification of Award.
- 5.0 This Notification of Award is being issued to you in duplicate. We request to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

Encl.: As above.

Secretary HPERC

Form 6B: Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the _____ day of _____ 2023 _____

BETWEEN

- A. Himachal Pradesh State Electricity Regulatory Commission, a body corporate, incorporated under section 17(1) of Electricity Regulatory Commissions Act, 1998 (14 of 1998)] and having its principle place of business at Vidyut Aayog Bhawan, Block No. 37, SDA Complex, Kasumpti, Shimla, India (hereinafter called "the Commission"), and
- B. [Name of Contractor], a company/corporation incorporated under the laws of [country of Contractor], and having its principle place of business at [address of Contractor] (hereinafter called "the Contractor").

WHEREAS the Commission desires to engage the Contractor to undertake consumer satisfaction survey and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:-

Article 1: Contract Contract Documents

Document The following document shall constitute the Contract between the Commission and the Contractor, and each shall be read and construed as an integral part of the Contract:

- i) This Contract Agreement and the Appendices hereto
- ii) Notification of Award
- iii) Technical and Financial Proposals submitted by the Contractor
- iv) Terms of reference

Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1 (Contract Documents) above.

Article 2: Contract Contract Price and Terms of Payment

Contract Price

The Commission hereby agrees to pay to the Contractor Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: [amount in words] [amount in figures], or such other sums as may be determined in accordance with the terms and conditions of the Contract.

Terms of Payment:

The terms and procedures of payment according to which the Commission will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment hereto),

Article 3: Effective Effective Date / Time for Completion

The date of award of Contract shall be determined from the date of Notification of Award provided all of the following conditions have been fulfilled within a period of one (1) month from the date of said notification of award:-

- i) This Contract Agreement has been duly executed for and on behalf of the Commission and the Contractor.
- ii) The Contractor has submitted to the Commission the performance security

- iii) Any other conditions shall be added here.
- iv) Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.
- v) If the conditions listed under **clause 2.7.4 and 2.7.5** are not fulfilled within one (1) months from the date of Notification of Award because of reasons attributable to the Commission, the Contract would become effective only from the date of fulfilment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

Article 4:

It is expressly understood and agreed by and between the Contractor and the Commission that the Commission is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of Himachal Pradesh and Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Commission is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and the general principals of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Commission is not an Agent, Representative or Delegate of the Government of Himachal Pradesh. It is further understood and agreed that the Government of Himachal Pradesh is not and shall not be liable for any acts, omission, and commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of Himachal Pradesh/ Government of India arising out of this Contract and covenants not to sue the Government of Himachal Pradesh as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

Article 5: Appendices

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Commission and the Contractor have caused this Agreement to be duly executed by their duly authorised representatives the day and year first above written.

Signed by for and on behalf of the Commission

_____ [Signature]
 _____ [Title]

in the presence of _____

Signed by for and on behalf of the Contractor

_____ [Signature]
 _____ [Title]

in the presence of _____

CONTRACT AGREEMENT BETWEEN Dated the _____ day of _____

_____ ["the Commission"]

and

_____ ["the Contractor"]

APPENDICES

Appendix 1 Terms of Payment and Security

Appendix 2 Deliverables/Time Schedule

Appendix 3 General Condition Of Contract



Appendix 1: Terms of Payment & Security

Payment Terms

- i) The Consultant shall Bid as per Module(s) A, B, C, D and E specified under clause 3.2. The total Contract Price will be the sum of prices quoted for each Module.
- ii) The quoted prices against above mentioned Modules shall be inclusive of any costs incidental to and arising on executing the aforementioned Modules.
- iii) The terms of payment shall be as follows:-

a) **MODULE (A): REGULATIONS:-**

Payment Term: - As given in the following Table, the payment shall be a percentage of Quoted Price of Module A under clause 3.2.1 and shall be made on completion of exercise/job by the consultants as follows:-

Name of Regulation			Payment Term(Percent of Total Quoted Price of Module)
All / Any Regulations during the Control Period	Job AX		Nil Payment
Terms and Conditions for Determination of Wheeling Tariff and Retail Supply Tariff Regulations, 2011	Amendments	1 No. Job each	15%
Terms and Conditions for Determination of Generation Tariff Regulations, 2011			12%
Terms and Conditions for Determination of Transmission Tariff Regulations, 2011			12%
Levy and collection of fee and charges by State Load Despatch Centre Regulations, 2011			9%
Treatment of Income of Other Business Regulations, 2005			5%
Cross Subsidy surcharge, additional surcharge and Phasing of cross subsidy Regulations 2006.			5%
Conduct of Business Regulations, 2005			7%
Terms and Conditions for Determination of Point of Connection/ Availability based Tariff Regulations/ General Network Access based Tariff Regulations			<u>New Regulations</u>
Study on Benchmarking of Operational and Cost Parameters of HPSEBL	15%		

b) **MODULE (B):** ARR & TARIFF PETITIONS:-

Payment Term: - As given in the following Table, the payment shall be a percentage of Quoted Price of Module B under clause 3.2.2 and shall be made on completion of exercise/job by the consultants as follows:-

Sr. No.	Job	Clause	Payment Term (Percent of Total Quoted Price of Module)
1	Petition filings for approval of Business Plan for the Control Period (FY 20 to FY 29) by the HPSEBL for its retail and wheeling business.	3.2.2.1	4%
2	Petition filings for multiyear ARR and Tariff (including True-Up filings of previous year(s) and/or True-Up filing of previous Control Period) by the HPSEBL for its retail and wheeling business		14%
3	Petitions for Four (4) No. Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Annual Performance Reviews (APRs)/ Mid Term Performance Review for FY27 (including True-Up filings of previous year(s) and/or True-Up of previous Control Period) by the HPSEBL for its retail and wheeling business.		36% (9% per APR)
4	Petition filings for multiyear ARR and Tariff (including True-Up filings of previous year(s) and/or True-Up filing of previous Control Period) by the HPSEBL for its generation business.		8%
5	Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Mid Term Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and True-Up filing of previous Control Period) by HPSEBL for its generation business.		6%
6	Petition filings for multiyear ARR/AFC and Generation Tariff (including True-Up of previous years and/or True-Up of previous Control Period) by HPPCL for Sawra Kuddu, Sainj and Kashang HEPs and by M/s JSWEL for Baspa-II	3.2.2.2	8% (2% per project)
7	Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Mid Term Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and True-Up filing of previous Control Period) by HPPCL for Sawra Kuddu, Sainj and Kashang HEPs and by M/s JSWEL for Baspa-II		4% (1% per project)
8	Petition filings for multiyear ARR and determination of Transmission Charges (including True-Up of previous Control Period and/or True-Up of previous year(s)) by the HPPTCL	3.2.2.3	8%
9	Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Midterm Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and True-Up filing of previous Control Period) by the HPPTCL		6%

10	Petition filings for multiyear ARR and determination of SLDC Charges (including True-Up of previous Control Period and/or True-Up of previous year(s)) by the HPSLDS	3.2.2.4	4%
11	Petitions for Annual Revenue Requirement Review (ARR) and Tariff filings in the form of Midterm Performance Reviews (MTR) for FY27 (including True-Up filings of previous year(s) and true up of previous Control Period) by the HPSLDS		2%

- c) **MODULE (C):** ARR & TARIFF PETITIONS of
- a) Bassi-II (Uhl-II), Bhaba, Larji and Giri HEPs (additional capitalisation/ Renovation & Modernisation)
 - b) Capital cost and Tariff determination of new HEPs of HEPs of capacity above 25 MW (per project basis) and
 - c) Capital cost and Tariff determination of new Transmission Lines/ Sub-stations (per petition basis).

Payment Term:-

- iv) 20% of Quoted Price of Module on completion of job of determination of Renovation & Modernisation/ Additional Capitalization/ ARR/ AFC/ Generation Tariff of Bassi-II (Uhl-II) / Bhaba/ Larji and Giri HEPs by Consultants shall be 5% each in respect of all HEPs by Consultants.
- v) 45 % of Quoted Price of Module on completion of job of Determination of Capital Cost / ARR/ AFC/ Generation Tariff of new HEPs of HPSEBL per project basis by Consultants;
- vi) 35 % of Quoted Price of Module on completion of job of Determination of Capital Cost / ARR/ AFC/ Transmission Tariff of new Transmission Lines/ Sub-stations per Project basis by Consultants.

- d) **MODULE (D):** Determination of Project specific tariff for each small Hydro Electric Power Project having capacity upto and including 25 MW selling power to HPSEBL

Payment Term: - 100 % of Quoted Price per project basis

- e) **MODULE (E):** APPEAL & REVIEW -- Petition (Module E1) / Consequential Order (Module E2) as per clause 3.2.5

Payment Term: - 100 % of Quoted Price per case i.e. Per Review/Appeal/ Consequential Order Basis

- v) All Payments as indicated above shall be released with-in 30 (thirty) days of the receipt of bill/invoice.

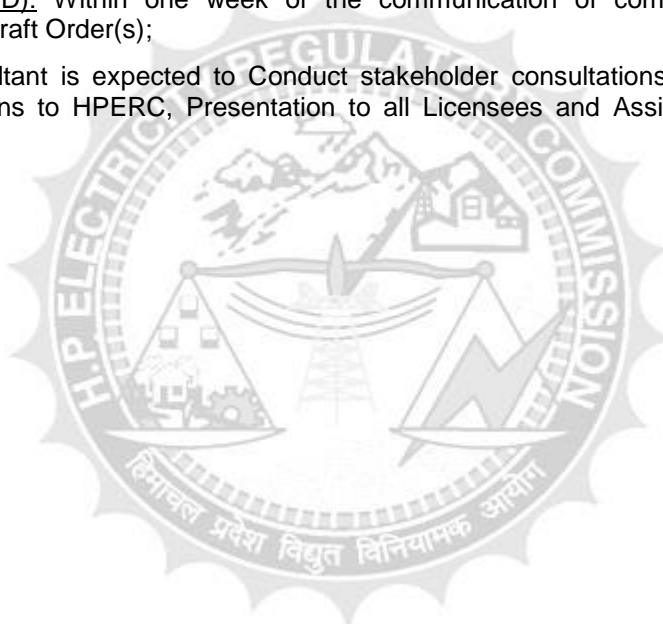
Contract Performance Security

For the due performance of the Contract, the successful Bidder, within one 15 days of award of Contract but not later than the signing of the Contract Agreement (i.e. within one (1) month of issue of 'Letter of Award'), shall provide Bank Guarantee against Contract Performance Security, for an amount equivalent to 10% (ten percent) of the Contract price (Excluding GST) with a validity till 31st May, 2029 in the form contained in the section on "Forms" or in any other form acceptable to the HPERC.



Appendix 2.**Deliverables / Time Schedule:**

- a) Job(s) on Amendment of Regulations under Module 'A' : Within 30 days of award of same to them;
- b) Job(s) on framing of new Regulations / Undertaking Study under Module 'A': Within 120 days of award of same to them or as per mutually agreed schedule;
- c) Job(s) on Business Plan, ARRs and Tariff Petitions / Capital Costs and AFC and Generation/Transmission Tariff petitions under Module 'B' , Module 'C' and Module 'D': Within 120 days after the Tariff Petition is admitted by the Commission.
- d) Draft Orders to Review petitions filed before the Commission: Within 30 days of award of same to the Consultants.
- e) Proposed Replies to Reviews and Appeals before Hon'ble APTEL and Hon'ble Supreme Court and Draft Consequential Orders by the Commission due to Orders/Judgements of Hon'ble APTEL and Hon'ble Supreme Court under Module 'E': Within 30 days of award of same to the consultants or as per mutually agreed schedule;
- f) Final Report(s) / Final Draft Regulation(s) / Final Draft Order(s) (10 Copies and a soft copy on CD): Within one week of the communication of comments on the Draft Report(s)/Draft Order(s);
- g) The Consultant is expected to Conduct stakeholder consultations which shall include Presentations to HPERC, Presentation to all Licensees and Assistance during public hearing;



Appendix 3: General Conditions of Contract

The Contractor shall not disclose to any unauthorised person any information and data that may be supplied to him by the Commission or by any other organization, under the directions of the Commission. All such documents or any information that may have come to his knowledge directly or indirectly by virtue of the Assignment shall be the property of the Commission.

The Contractor undertakes that this Assignment shall not be in conflict with the prior or current obligation to other clients nor shall it place him in a position of not being able to carry out the Assignment's objectively and impartially.

In case of any default on the part of the Contractor in completion of the work within the 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 Contractor.

If at any time, any differences or disputes arise between the Commission and the Contractor arising out of this Agreement; it shall be referred for arbitration of a person nominated by the Commission. The proceedings shall be subject to the Arbitration and Conciliation Act, 1996, or any statutory modification thereof. The venue of Arbitration shall be at Shimla (HP). The courts of Shimla shall have exclusive jurisdiction.

The payment of fee to the Contractor shall be made by the Commission after the deduction of tax at source in accordance with law for the time being in force.

The Commission reserves its right to foreclose, terminate or cancel the engagement of the Contractor without assigning any reasons. In such cases, the Contractor shall be paid remuneration after taking into consideration the part of work completed prior to such foreclose, termination or cancellation of the engagement as may be decided by the Commission, and the decision of the Commission shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such cases.

Penalty @ 0.5 % per week or part thereof from date the Final Report(s)/Order(s) first became due, upto maximum of 10% (or 20 weeks) of the percentage of Payment prescribed under clause 3.11 of 'Terms of Reference' for the job (Excluding GST), shall be levied and payable by the Consultant to the HPERC, for delay in submission of Final Report(s)/Order(s) as per the time schedule under clause 2.10 of Bid Document. For any delay beyond 20 weeks, HPERC reserves the right to terminate the Contract without assigning any reason(s) & have right to carry out the pending Assignment at the Consultant's risk & cost.

Bank Guarantee

(To be stamped in accordance with Stamp Act of India) [^]

Bank Guarantee No.....

Date.....

To

[Commission's name & Address]

Dear Sir,

In consideration of the _____ [Commission's Name] _____ (hereinafter referred to as the 'Commission which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s _____ [Contractor's Name] _____ with its Registered/Head Office at _____ (hereinafter referred to as the Contractor, which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Commission's Notification of Award No _____ dated _____ and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No _____ dated _____ valued at _____ for _____ and the Contractor having agreed to provide a Contractor Performance Guarantee for the faithful performance of the entire Contract equivalent to _____ [* percent] of the said value of the Contract to the Commission.

We _____ [Name & Address of the Bank] _____ having its Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Commission, on demand any and all monies payable by the Contractor to the extent of _____ [* percent] as aforesaid at any time upto _____ [® days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Commission on the Bank shall be conclusive and binding notwithstanding any difference between the Commission and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Commission and further agrees that the guarantees herein contained shall continue to be enforceable till the Commission discharges this guarantee.

The Commission shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time extend the time for performance of the Contract by the Contractor. The Commission shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Commission and the Contractor or any other course or remedy or security available to the Commission. The bank shall not be released of its obligations under these presents by any exercise by the Commission of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omissions or commission on the part of the Commission or any other indulgence shown by the Commission or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Commission at its option shall be entitled to enforce this Guarantee against the bank as a principle debtor, in the first instance without proceeding against Contractor and notwithstanding any security or other guarantee the Commission may have in relation to the Contractor's liabilities .

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ [*] and it shall remain in force upto and including _____ [@] _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....[Contractor's Name].....on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2023 _____ at _____.

WITNESS

(Signature)
(Name)

(Signature)
(Name)
(Designation with Bank Stamp).
(Official Address)

Attorney as per Power of Attorney No _____, Dated _____

Notes:

- [*] This sum shall be ten percent (10%) of the Contract Price.
- [@] This date will be 31st May, 2029.
- [^] The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.

