

CORRIGENDUM

This is with reference to the Public Notice issued by DERC regarding "Appointment of Consultants for Review of Capitalization of Assets for DTL for FY 2017-18 & 2018-19".

2. Pursuant to the Pre bid meeting held on 26.08.2020, and based on comments of prospective bidders, necessary amendments have been made in the Bid document. (Annexure-A)
3. Clarifications to queries raised by prospective bidders have been issued (Annexure-B).
4. The bidders are advised to take into account these changes and clarifications while quoting the bids. If any bidder has already submitted the bid, the bidder shall resubmit the bid, taking into account the amendments & clarifications. For convenience and clarity, the revised tender document, including the formats, is uploaded on the website.

Amendments

Sl. No.	Clause Number	Existing Clause	Amended Clause
1.	1.	Method of selection: QCBS (Quality & Cost Based System)	Method of selection: The proposal with lowest quote (L1) of pre-qualified bidders shall be considered for award of assignments.
2.	6.	Completion of Assignment: The consultant shall complete the assignment within Six months from the date of award.	Completion of Assignment: The consultant shall complete the assignment within nine months from the date of award.
3.	10.	For this assignment, consultants shall set up a project office in Delhi and deploy adequate resources during the course of this assignment and endeavour to ensure completion as per schedule.	For this assignment, consultants shall set up a project office in Delhi/NCR and deploy adequate resources during the course of this assignment and endeavour to ensure completion as per schedule.
4.	15.	Bid schedule	Already notified
5.	16.ii.	Earnest Money Deposit of Rs. 50000/- (Rupees Fifty Thousand only) in form of a Pay Order/ Demand Draft in favour of the Secretary, DERC, payable at New Delhi, shall be kept in a separate sealed envelope. Any tender not accompanied by acceptable Earnest Money Deposit will be summarily rejected as non-responsive.	Earnest Money Deposit of Rs. 50000/- (Rupees Fifty Thousand only) in form of a Pay Order/ Demand Draft in favour of the Secretary, DERC, payable at New Delhi, shall be kept in a separate sealed envelope. EMD shall also be accepted in the form of NEFT. The bank details of DERC for NEFT are as under: Name: Delhi Electricity Regulatory Commission A/c No: 90941010003951 Bank : Syndicate Bank

			<p>Branch: Malviya Nagar IFSC Code: SYNB0009094</p> <p>Any tender not accompanied by acceptable Earnest Money Deposit will be summarily rejected as non-responsive.</p>												
6.	16. viii.	A Power of Attorney duly notarized by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, shall be submitted.	A Power of Attorney duly notarized by the Notary Public or a board resolution, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, shall be submitted.												
7.	29.	<p align="center"><u>Terms of payment</u></p> <p>Consultant shall be paid Consultancy charges on completion of milestones as under:</p> <table border="1"> <thead> <tr> <th>Milestones as per which invoices for fees shall be raised by consultant</th> <th>% of contract value</th> </tr> </thead> <tbody> <tr> <td>Submission of Draft Report to the Commission</td> <td>30 %</td> </tr> <tr> <td>Submission of final Report to the Commission</td> <td>30%</td> </tr> <tr> <td>After acceptance of Report by</td> <td>40%</td> </tr> </tbody> </table>	Milestones as per which invoices for fees shall be raised by consultant	% of contract value	Submission of Draft Report to the Commission	30 %	Submission of final Report to the Commission	30%	After acceptance of Report by	40%	<p align="center"><u>Terms of payment</u></p> <p>Consultant shall be paid Consultancy charges on completion of milestones as under:</p> <table border="1"> <thead> <tr> <th>Milestones as per which invoices for fees shall be raised by consultant</th> <th>% of contract value</th> </tr> </thead> <tbody> <tr> <td>Mobilisation Fee *(against submission of a Bank Guarantee of equivalent amount in a format acceptable to the Commission)</td> <td>10%</td> </tr> </tbody> </table>	Milestones as per which invoices for fees shall be raised by consultant	% of contract value	Mobilisation Fee *(against submission of a Bank Guarantee of equivalent amount in a format acceptable to the Commission)	10%
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		the Commission		Submission of Draft Report to the Commission	30 %
				Submission of final Report to the Commission	40%
				After acceptance of Report by the Commission	20%
<p>*Mobilization fees shall be released against submission of an additional Bank Guarantee of equivalent amount in a format acceptable to the Commission, or else this 10% payment shall be released along with 10% payment due after submission of draft report.</p>					

8. Amended Table for Annexure-I is as under:-

Amended Table

Annexure-I

Name of the Utility: DTL								
								(Rs.Cr.)
FY	Capital schemes less than Rs. 5 Crore		Capital schemes equal to and more than Rs. 5 Crore		Total of schemes		Misc.	Grand Total
	Nos.	Amount	Nos.	Amount	Nos.	Amount	Amount	Amount
2017-18	20	14.34	8	156.60	28	170.94	2.56	173.50

2018-19	14	20.19	10	362.85	24	383.04	1.58	384.62
Total	34	34.53	18	519.45	52	553.98	4.14	558.12

9. Form-1 and Form-3 are amended as under:

Form 1

Technical Proposal

**Relevant services carried out in the last five years
that best illustrate qualifications**

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

1. Assignment Name:	
2. Name & address of the client:	
3. Professional Staff including Senior Staff (Project Director/Coordinator, Team Leader) Provided by Your Firm/entity (attach profiles)	
4. Start Date and Completion Date (Month/Year):	
5. Details of Associated Consultants, if any:	
6. No. Of Months of Professional Staff Provided by Associated Consultants	
7. Approx. Value of Services (in Current Indian Rs.)	
8. Experience Certificate (whether provided or not)	

Note: Please provide documentary evidence (i.e. copy of the work order, contract for each assignment etc.) in the absence of which, the experience shall not be considered for evaluation.

Authorized Signatory

Form 3

Technical Proposal

Format of Task Schedule for Key Persons proposed for assignment

Name	Position	TASK
1.	Team Leader	
2.	Regulatory Expert	
3.	Technical Expert	
4.	Financial Expert	

Authorized Signatory

Annexure-B

Queries / observations of bidders and DERC Clarifications

Sl. No.	Tender Conditions	Queries/ suggestions	Clarification
1.	<p>Clause 4</p> <p>Assessment of Bids of DTL</p>	<p>We understand that as per the scope of the assignment considerable effort shall go in assessment of bid process carried out by DTL.</p> <p>Even though, the DERC has provided an estimate of number of capex schemes to be scrutinized, there may be certain capex schemes which might have been implemented in phases. Accordingly, there could be multiple bid processes that have been carried out for such schemes.</p> <p>Therefore, in order to carry out the effort estimation required in the assignment, we request DERC provides a fair estimate of number of bid documents issued by DTL and number of responses received for capitalization works of FY 2017-18 & FY 2018-19.</p>	<p>Generally, the procurement is carried out by the utilities following the competitive bidding process.</p> <p>Therefore, the bidder has to estimate as per his capabilities and quote accordingly.</p>
2.	<p>Clause 4.2 (i), 4.2(vi)(5)</p> <p>As to the reasonableness of the cost at which the equipment have been procured, secondary research shall be undertaken for obtaining information on cost of the similar items being purchase by any other utility/ organization in other states. Available cost schedules shall also be considered for the evaluation.</p>	<p>We understand that to out carry out the prudence check of the bid evaluation process, secondary research is to be done through data acquisition from independent resources. Accordingly, the consultant will carry out the necessary data acquisition from information available in public domain and open forums to validate the entries submitted by DTL</p> <p>However, in certain cases there may be some limitations of data availability from secondary research and public domain. We understand that in such cases, DERC will facilitate the Consultant in data acquisition from utilities of other states as per the requirements of assignment.</p>	<p>DERC will not facilitate the consultant in arranging the information from other utilities/Organisations.</p> <p>The consultant has to carry out the necessary data acquisition from information available in public domain, open forums and utilities of other states.</p>

	<p>As to the reasonableness of the quantity of the equipments procured and capitalization claimed, secondary research shall be undertaken for obtaining information on quantities of similar schemes by any other utility/ organization in other states.</p>	<p>Kindly confirm our understanding</p>	
<p>3.</p>	<p>Clause 7 , 4.2(vii)(1)</p> <p>The Commission shall facilitate the consultants in making available necessary information/documents from the DTL that may be required in carrying out the assignment, such as... "</p> <p>The consultant shall obtain access to SAP system and GIS Network Map of DTL shall be highlighted.</p>	<p>We understand that in this assignment availability of documents and data in timely & complete manner is of prime importance to carry out the scope of work accurately. For example, Fixed asset register is a critical piece of document in this assignment, required for asset mapping and verification at site. However, based on our experiences, it is highlighted that at times, updated and accurate fixed assets registers are not maintained by certain utilities.</p> <p>While, in Clause 7, DERC has mentioned list of information / documents, it would facilitate from DTL for carrying out the assignment, we request DERC to:</p> <ol style="list-style-type: none"> 1. Assign nodal officer of the Commission to facilitate the timely and complete availability of data as per requirement of assignment. 2. Mandate DTL to ensure availability of updated Fixed asset register to the Consultant at the time of requirement. 3. Facilitate the any additional data/document needed from DTL during the course of the assignment, apart from the data/ documents/ information listed in Clause 7. 4. Mandate DTL to provide 	<p>The nodal officer may be appointed by the Utilities at the time of Kick-off meeting. DERC will co-ordinate for availability of information/documents as and when required.</p>

		SAP access and GIS Network map to consultant.	
4.	<p>Clause 4.2</p> <p>Minimum resource requirement</p>	<p>Although, the Commission has specified qualification criteria as BBA/B.Com for document surveyor, we understand the resources with qualification of BE/B.Tech & MBA may also fulfil the requirements of this position. Therefore, we request the Commission to allow the resources with qualification of BE/B.Tech & MBA for this position</p> <p>We request to allow for sourcing these manpower through a sub consultant/external agency</p>	<p>The minimum qualification for document surveyor is BA/B.Com.</p> <p>Degree of MBA is a higher degree of BBA, therefore the same will be accepted.</p> <p>Manpower deployed by the prospective bidder must be on his payroll as per clause 11 of the tender document as under</p> <p><i>Bidders who can commit full time manpower on regular employment exclusively for the assignment of the Commission will be eligible for consideration. The Commission will require firm assurance in the Technical bids itself that the professional staff committed for the assignment will be actually working and dedicated for the task. The key professional staff shall be the same as proposed in the Form 2 of the bid document and normally not be changed during the course of the assignment unless approved by the Commission.</i></p>

5.	<p>Clause 15</p> <p>The last date of receipt of bid proposals: 09.09.2020 at 03.00 PM</p>	<p>Given the circumstances arose due to COVID-19 pandemic i.e lockdown across states and most of the work being done from home, it is really difficult to collate all sorts of preparation required for submission within the stipulated time as most of our employees are working remotely. Moreover, courier services are also not committing any definite timeline to deliver the courier. Therefore, it is requested to further extend the last date of bid submission by at least 10 days so that we can submit the bid in desired format complete in all respect.</p>	<p>The last date of receipt of bid has already been extended by three weeks from the existing date.</p>
6.	<p>Clause 16(ii)</p> <p>Earnest Money Deposit of Rs. 50000/- (Rupees Fifty Thousand only) in form of a Pay Order/ Demand Draft in favour of the Secretary, DERC, payable at New Delhi, shall be kept in a separate sealed envelope</p>	<p>We understand that EMD of Rs 50,000/- is refundable to unsuccessful bidders after results of the bidding process is declared. We also understand that, the EMD of successful bidder will be refunded after signing of contract and submission of Performance Bank Guarantee.</p> <p>Kindly confirm our understanding.</p>	<p>Yes.</p>
7.	<p>Clause 16(ii)</p> <p>Earnest Money Deposit</p>	<p>Due to the ongoing COVID pandemic, the courier services have been badly hit and timeline to deliver the consignments them has become quite uncertain. In view of the same, it is requested to consider the submission of Tender EMD through online channels only, i.e. RTGS/ NEFT/ Credit Card/ Bank deposit etc.</p>	<p>Necessary changes have been made in the bid document.</p>
8.	<p>Clause 16 (viii), Power of Attorney</p> <p>A Power of attorney duly authorized by a Public Notary indicating that persons signing the bid have the authority.</p>	<p>Due to restriction and danger associated with COVID – 19, it is extremely difficult to get the documents attested by Public Notary. The offices are partially operational, and affidavit can only be obtained in-presence of the authorized signatory in notary register office therefore, It is requested to waive off the requirement of attestation by notary and instead self-declaration by Authorized Signatory of the bidder should be allowed.</p>	<p>Necessary changes have been made in the bid document.</p>

		Alternatively, DERC may allow the Bidder to submit the General Power of Attorney issued by a Board Member to an authorized representative from time to time. Since, these PoA are readily available, a certified true copy of the same can be submitted along with the bid.	
9.	Clause 8 Submit the proposal in hard copy.	Due to the ongoing COVID pandemic, the courier services have been badly hit and timeline to deliver the consignments them has become quite uncertain. In view of the same, it is requested to consider online submission (e-tendering portal) of the tender.	There is no option available in the office of DERC for online submission of tender on e-portal. Therefore, the prospective are required to submit the proposal in hard copy.
10.	Clause 9 Minimum Annual Turnover (MAT) of the bidder for any three of the last five financial years from the last date of tender submission should be more than Rupees One Crore	We understand that the ' Minimum Annual Turnover ' has been specified as eligibility criteria for the perspective bidders. We request to draw the Commission's attention towards the point that in many such assignments by government entities/regulatory bodies, the parameter of ' Minimum Average Turnover ' has been specified as eligibility criteria to facilitate a broader participation process. Thus, we request the Commission, to also consider the parameter of ' Minimum Average Turnover ' for any three of the last five financial years as eligibility criteria for bid participation	The original clause of the bid document shall remain intact.
11.	Clause 10	It is requested that the consultants having offices in Gurgaon may be allowed to execute assignment from their office only (Gurgaon) and such bidder may not need to establish separate office and deploy the resources at commission office. Since, the consultants having offices in Gurgaon can easily coordinate the work from their office establishment.	Necessary changes have been made in the bid document.
12.	Clause 11 Bidders who can commit full time manpower on regular employment exclusively for the assignment of the Commission will be eligible for consideration.	Can the qualification be jointly met by both lead and consortium partner, and can the manpower related to surveyor and supervisor be sourced from sub consultant not at permanent role of the firm	Technical qualification will be met jointly by both lead and consortium partner. Further, Bidders who can commit full time manpower on regular employment exclusively for the assignment of the

			Commission will be eligible for consideration.
13.	Clause-12 Bidder can be a Government entity or a Government owned company/PSU or a private firm or consortium, with one lead partner for submitting the proposals.	Please confirm whether consortium can be done with more than 1 firm. Can we carry out sub consultant arrangement	Consortium with more than 1 firm is allowed as per clause 12 of the tender document. Further, Bidders who can commit full time manpower on regular employment exclusively for the assignment of the Commission will be eligible for consideration.
14.	Clause-17 Technical qualification	Please confirm whether the technical qualification can be met jointly by both lead and consortium partner?	Yes
15.	Clause-17 Presentation before Commission	Due to travel restrictions during COVID situation, please allow for delivering the presentation before Hon'ble Commission online via video conferencing.	The conduct of presentation with the commission through online video conference or in person will be communicated keeping in view the situation at the time of presentation.
16.	Clause 29 Terms of Payment	The work involves major cost towards the initial stages of the assignment, as the consultant will be required to deploy the resources and set up project office in Delhi for operationalisation of assignment therefore it is requested to make suitable provision for mobilization fees of atleast 10% also since acceptance of the report takes considerable time therefore it is suggested that following suitable amended may please made. Mobilization fees :10% Submission of Draft report to the commission: 30% Submission of Final report to the commission: 40%	

		Acceptance of report by the commission : 20%							
17.	Clause 29 If during the course of execution of the assignment, the Commission decides to change the number of schemes for Physical verification, payment shall be made on pro-rata basis for actual number of schemes physically verified. Number of schemes for Physical verification may vary by $\pm 15\%$ from quantity mentioned in form 5.	We understand that on variation of number of schemes for verification, only the first component of Part A of Cost summary specified in Form-5 (as mentioned in below table) will be subjected to pro-ration. The Commission is requested to kindly confirm the same. <table border="1"> <tr> <td>Physical verification of assets of 100 % of schemes for FY 2017-18 & 2018-19</td> <td>Capital schemes less than Rs. 5 Crore</td> <td>34</td> </tr> <tr> <td></td> <td>Capital schemes more than Rs. 5 Crore</td> <td>18</td> </tr> </table>	Physical verification of assets of 100 % of schemes for FY 2017-18 & 2018-19	Capital schemes less than Rs. 5 Crore	34		Capital schemes more than Rs. 5 Crore	18	Yes. First component of Part-A of cost summary is on pro-rata basis.
Physical verification of assets of 100 % of schemes for FY 2017-18 & 2018-19	Capital schemes less than Rs. 5 Crore	34							
	Capital schemes more than Rs. 5 Crore	18							
18.	Clause 6 Completion of Assignment	Looking at the quantum of work involve i.e. physical verification of 100% of the schemes, checking linkage of schemes, data gathering from DTL & commission, discussion and acceptance of the report from the commission these requires considerable time for completion therefore it is requested to allow at least 09 to 12 months for completion of assignment.	Necessary changes have been made in the bid document.						
19.	Annexure I – For the FY 2018-19, the No. of Capital schemes less than Rs. 5 Crore mentioned is 14, the No. of Capital schemes equal to and more than Rs. 5 Crore mentioned is 10 and the Total No. of Schemes mentioned is 28.	Please confirm whether there is a typographical error in the Total No. of Schemes as the summation comes out to be 24 instead of 28	Necessary changes have been made in the bid document.						

20.	<p>PROPOSAL SUBMISSION LETTER.</p> <p>If negotiations are proposed by the Commission at any stage we undertake to negotiate as per the requirement of the assignment.</p>	<p>The negotiation should be carried out prior to the issuance of LoA and signing of contract agreement. The assignment should be carried out in accordance to the terms and conditions agreed by both parties in the contract agreement.</p> <p>Accordingly, we request DERC to waive off this condition</p>	<p>Negotiations, if any, will be done prior to issuance of LoA.</p>
21.	<p>NA General</p>	<p>It is requested to designate one nodal officer from DERC and one nodal from DTL for all communication required and data requirement as this will help us in saving time and resources for successful execution of assignment</p>	<p>The nodal officer may be appointed by the Utilities at the time of Kick-off meeting. DERC will co-ordinate for availability of information/documents as and when required.</p>
22.	<p>Annexure III Clause 9 of Contract agreement</p> <p>The Commission reserves its right to foreclose, terminate or cancel the engagement of the Consultant without assigning any reasons. In such cases consultant shall be paid remuneration after taking into consideration the part of work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by the Commission, and the decision of the Commission shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be</p>	<p>It is to bring to Commission's notice that on termination of contract, the necessary closure works such as documentary handover, pending invoices, etc. have to be completed. Therefore it is requested that the Commission may kindly consider that both the parties should reserve the right to terminate the agreement by giving 30 days prior written notice with suitable reason for contract termination.</p>	<p>Clause 15 of the Contract agreement already deals with the failure on part of second part as under:</p> <p><i>In case the party of the second part fails to fulfil its obligations, the Commission would be entitled to invoke the performance Bank Guarantee as furnished by party of the second part and the amount mentioned in the Performance Bank Guarantee shall stand forfeited.</i></p>

	the final payment in such cases.		
23.	<p>Annexure III Clause 10 of Contract agreement</p> <p>In case of any differences or disputes between the parties arising out of this AGREEMENT, the matter shall be referred to the sole arbitration of the Chairperson, Delhi Electricity Regulatory Commission or his nominee, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p>	In case of any difference or disputes between the parties arising out of this agreement, the Commission is requested to consider that the arbitrator may be appointed by both the parties on mutual consent or in accordance with the provisions of the Arbitration and Conciliation Act, 1996.	The original clause of the bid document shall remain intact.
24.	<p>Form 6</p> <p>Disclosure of assignments carried out in last five years</p>	<p>We understand that the disclosure of assignments has been asked by the Commission in order to ensure that there is no conflict of interest pertaining to the appointed Consultant. In this regard, we draw DERC's attention to the point that such disclosure may affect the confidentiality of business of the Consultant's firm which may be providing consulting services in other verticals such as IT, BFSI, etc. also.</p> <p>Therefore, it is requested that the Commission may kindly consider having an Undertaking from the Consultant, certifying of having no</p>	The disclosure of assignments as per bid document is required.

		conflict of interest instead of such a disclosure.	
25.	Form 5 – Part B Financial Proposal	<p>We understand that assistance of the Consultant may be required, post approval of the report, for attending hearing/meetings at the Commission or ATE, due to which the mentioned clause has been provisioned. In this regard, we understand that deployment of one representative from the Consultant’s team will suffice the requirement in this phase. Kindly confirm our understanding in this regard.</p> <p>Further, since the cost of resource allocated for this phase of assignment would vary from year to year, we request DERC to keep validity of Per-day rate quoted as one year from the issuance of LoA</p>	<p>The bidder is required to quote Rate per Day which will be constant during hearing/meetings at the Commission or ATE after acceptance of the report.</p>