

**DELHI ELECTRICITY REGULATORY COMMISSION**



**ENGAGEMENT OF C&AG EMPANELLED CA FIRM FOR INTENSIVE AUDIT OF DELHI DISTRIBUTION COMPANIES NAMELY BSES RAJDHANI POWER LIMITED (BRPL), BSES YAMUNA POWER LIMITED (BYPL) AND TATA POWER DELHI DISTRIBUTION LIMITED (TPDDL), AS PER THE DIRECTIONS IN JUDGEMENT DATED 06.08.2025 OF HON'BLE SUPREME COURT OF INDIA IN BSES Rajdhani Power Ltd. & Anr. vs Union of India & Ors. (W.P. (C) Nos. 104 & 105 of 2014, C.A. Nos. 4010 & 4013 of 2014, and W.P. (C) No. 1005 of 2021), BEING IMPLEMENTED THROUGH ORDERS OF HON'BLE APTEL IN SUO-MOTU PETITION TITLED AS OP-01/2025**

**IMPORTANT MILESTONES**

<b>NOTICE INVITING TENDER</b>	<b>: 18/05/2026</b>
<b>LAST DATE OF SUBMISSION OF BID PROPOSALS</b>	<b>: 08/06/2026 at 13:00 hours</b>
<b>OPENING OF TECHNICAL BIDS</b>	<b>: 11/06/2026 at 15:00 hours</b>

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## **A. BACKGROUND**

- (i) The Hon'ble Supreme Court of India vide its Judgment dated 6/08/2025 in BSES Rajdhani Power Ltd. & Anr. vs Union of India & Ors. (W.P. (C) Nos. 104 & 105 of 2014, C.A. Nos. 4010 & 4013 of 2014, and W.P. (C) No. 1005 of 2021) has issued certain directions regarding creation & liquidation of Regulatory Assets. In the said Judgement, the Hon'ble Supreme Court has inter-alia directed that the Regulatory Commissions must undertake Strict and Intensive Audit of the circumstances in which the Distribution Companies have continued to operation without recovery of the Regulatory Assets.
- (ii) In the light of directions of Hon'ble Supreme Court in the said judgment, Hon'ble APTEL has initiated Suo-Motu proceeding as OP No. 1 of 2025 to monitor the implementation of directions given under the aforesaid Judgment. In compliance of Hon'ble Supreme Court's Judgment dated 6/08/2025 and proceedings initiated by Hon'ble APTEL, the Delhi Electricity Regulatory Commission (DERC) is required to have the Strict and Intensive Audit of three Distribution Companies (DISCOMs) in Delhi namely — BSES Rajdhani Power Limited (BRPL), BSES Yamuna Power Limited (BYPL) and Tata Power Delhi Distribution Limited (TPDDL).

## **B. OBJECTIVE**

In view of the directions of Hon'ble Supreme Court of India in the aforesaid judgement dated 6/08/2025 and aforementioned proceedings initiated by Hon'ble APTEL in pursuance to the said judgement, the DERC is required to undertake the Intensive Audit of the aforesaid Distribution Companies in order to ascertain that despite the creation of significant amount of Regulatory Assets (RA) as approved by the DERC, how these Distribution Companies have been able to operate and continue to function their operations till now.

## **C. SCOPE OF WORK:**

The scope of work will cover the scrutiny, analysis & exercise of due-diligence to fulfil objective of the audit that how despite the continuing existence of RA (Revenue Deficit) over a long period of time, the Discoms were able to carry out their operations, capital works etc. Therefore, the exercise of the audit basically will need to verify the cash flows of the Discoms as per their audited accounts under different heads of income and expenditure, independent verification of liabilities including borrowings from different

sources, payables and assets including Regulatory Assets (RA), recoverables of the Discoms during the period of audit. The Audit will also cover the surplus/deficit arising on account of the difference between rates of interest on loans & borrowings approved by the Commission and the actual rates of interest on such loans and borrowings. However, the scrutiny and verification as mentioned above are inclusive but not exhaustive, and the auditor shall be supposed to exercise due diligence and carry out examination as would be necessary to meet the aforesaid broad objectives of the audit. The details of the scrutiny and verification required by the auditors shall be provided along with the letter of assignment of audit to the selected auditor.

**D. PERIOD FOR INTENSIVE AUDIT:**

The period of Intensive Audit of the aforementioned Distribution Companies shall be from FY 2007-08 to FY 2024-25.

**E. TIME SCHEDULE:**

Draft Report on the Intensive Audit shall be submitted within 60 days from the date of Letter of Award (LoA) and Final Report shall be submitted within 15 Days after discussion with the Commission. Time is the essence of the assignment of Audit and therefore should be adhered to strictly.

**F. EXPECTED AUDIT PRODUCT:**

The Intensive Audit shall conclude with the report explaining that whether and how the Distribution Companies have been able to function and operate continuously without the full recovery of the RA during the period under audit.

**G. GENERAL TERMS AND CONDITIONS**

- (i) The Bidder shall submit the certificate of empanelment with Comptroller and Auditor General of India (C&AG) for **FY 2026-27 or FY 2025-26.**
- (ii) The Bidder (CA Firm) shall be well acquainted with the Regulatory environment in the Power Sector and functioning of Licensees / generating companies, Central or State Regulatory Commission Authorities and have experience in dealing with such similar matters.

- (iii) A Bidder shall not have conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have Conflict of Interest shall be disqualified.
- (iv) A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i) A constituent of such Bidder is also a constituent of another Bidder; or
  - ii) Such Bidder, its Consortium member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or any Associate thereof; or
  - iii) Such Bidder has same legal representative for purposes of this Bid as any other Bidder; or
  - iv) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or all of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - v) There is a conflict among this and other consulting assignments of the Bidder (including its personnel and sub-consultants) and any Affiliates. While providing consultancy services to the Commission for this particular assignment, the Bidder shall not take up any assignment that by its nature shall result in conflict with the present assignment.
  - vi) For purposes of this Bid, Associate in relation to the Bidder shall mean a person who controls, is controlled by, or is under the common control with such Bidder. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

(v) Bid proposal shall be submitted in a sealed envelope super-scribing on the top of the Envelope "**Engagement of C&AG Empanelled CA Firm for Intensive Audit of Delhi Distribution Companies namely BRPL, BYPL and TPDDL**" containing the following in separate sealed envelopes, duly super-scribing its contents:

i) Earnest Money Deposit (EMD) of Rs. 1,80,000/- (Rupees One Lakh Eighty Thousand only) through Pay Order/Demand Draft/NEFT/RTGS in favour of "The Secretary, DERC", payable at New Delhi in:

<b>Beneficiary Name</b>	Delhi Electricity Regulatory Commission
<b>Bank Account No.</b>	90941010003951
<b>Branch</b>	Canara Bank, Malviya Nagar, Delhi-110017
<b>IFSC Code</b>	CNRB0001387

*Bidder who chooses to submit required EMD through NEFT/RTGS, then he has to necessarily enclose the proof of such Transaction for EMD in a sealed cover duly signed by bidder's authorized signatory.*

ii) Technical Bid  
iii) Financial Bid

(vi) The Bidder shall authorize one person as Authorized Signatory through Power of Attorney duly notarized by the Notary Public on a non-judicial stamp paper of Rs. 100/- indicating that the person signing the bid has the authority to sign the bid/ enter the contract with the Commission and that the bid/ contract is binding upon the Bidder during the full period of its validity, shall be submitted. In the event of any change in the Authorized Signatory during any stage of the bid process, the Bidder shall furnish the fresh Power of Attorney indicating the new Authorized Signatory for the purpose of the assignment.

(vii) Each page of the bid shall be numbered and signed by the Authorized Signatory with the official seal of the Bidder/firm and the forwarding letter must indicate the details of the enclosures.

(viii) The Bidder shall submit the bid proposals in Triplicate, comprising one set of the Original Bid and Two sets marked as Duplicate & Triplicate.

- (ix) Each bidder shall submit period of **validity of the bid document, which shall not be less than 180 days from the scheduled/notified date of opening of bids.**
- (x) The bid document can be either downloaded from the Commission's website (<http://www.derc.gov.in>) or can be obtained from the Commission's office.
- (xi) Bids received after the scheduled/notified date and scheduled/notified time of Bid submission shall not be accepted and DERC shall not be responsible for any postal delay.
- (xii) The envelope containing EMD shall be opened first and the envelope containing Technical bid shall be opened only for those bidders whose EMD is found to be in order. Any bid not accompanied by requisite EMD in accordance with the above stipulation shall be summarily rejected as being non-responsive and its Bid Proposal(s) shall be returned un-opened.
- (xiii) Only those Bidders who qualify in the Technical Bid shall be intimated for attending the opening of the Financial Bids through website / email.
- (xiv) The Bidder shall quote its rates on lump-sum basis and considering the following:
- i) Fees shall be inclusive of applicable taxes and all other expenses,
  - ii) No TA/DA shall be admissible for the Bidder for any journey in connection with the assignment.
- (xv) DERC reserves the right to replace the Bidder, after its appointment and re award the job if it is found that the reporting / certification being submitted (in phases) are not of desired standard.
- (xvi) EMD of the unsuccessful bidder(s) shall be returned to them within 1 (one) month after placement of Award to successful bidder by the Commission.
- (xvii) EMD of the successful bidder shall be returned within 15 (fifteen) days after submission of the Performance Bank Guarantee and upon unconditional acceptance of the Letter of Award of the Commission.
- (xviii) The Bid Schedule shall be as under:

Sr. No.	Activity	Date
1	Notice inviting Tender	18/05/2026
2	Last Date of Receipt of Bid Proposals	08/06/2026 at 13:00 hours
3	Opening of Technical Bids	11/06/2026 at 15:00 hours

- (xix) No overwriting/cutting shall be allowed in the bid proposal(s) including the Financial Bid proposal. Further, no modification in the bid shall be entertained /permitted after the submission of the bid. Bidders are required strictly to submit its Bid proposals considering no deviation to the Bid document. In case of any mismatch in the financial quote between quote in numbers and quote in figures/words, quote in figures/words shall prevail.
- (xx) The Consultant shall adhere to the time schedule as prescribed in this Tender and complete the work within the said stipulated time frame, failing which the Consultant would be liable for a penalty of 0.5% per week, subject to a maximum of 10% of entire value of contract, for the delay beyond the time stipulated in this Tender, provided that such delay is attributable to the Consultant, and no penalty shall be levied for delay not attributable to the Consultant. The Commission's decision in this matter shall be binding on all parties.

#### **H. CRITERIA FOR TECHNICAL EVALUATION:**

a) **Organization Experience - 50 (Fifty) Marks**

i) **No. of years' experience - 25 (Twenty-Five) Marks**

No. of years' experience of the bidder in Statutory/Internal Audit or similar nature of assignments for Power Distribution Utilities shall be evaluated **as on 31/03/2026.**

Marks shall be awarded based on the **Annexure- VI** of the NIT.

ii) **No. of completed assignment's Experience - 25 (Twenty-Five) Marks**

No. of completed assignments of the bidder in Statutory/Internal Audit or similar nature of assignments for Power Distribution Utilities shall be evaluated **as on 31/03/2026.**

Marks shall be awarded based on the **Annexure- VI** of the NIT.

**b) Turnover of the Bidding Firm – 50 (Fifty) Marks**

Minimum Average Annual Turnover for last three financial years of the Consultants shall not be less than Rs. 3,00,00,000/- (Rs. Three Crore) **(Average of FY 2025-26, FY 2024-25 and FY 2023-24).**

Marks shall be awarded based on the **Annexure-VI** of the NIT.

**I. Technically Qualified bidders:**

- (i) Securing minimum 60 marks in totality for both i.e., Section-a: Organization Experience and Section-b: Turnover of the Bidding firm.
- (ii) The firm should have at least 01 CA/CMA in its role having minimum 10 years of experience and at least 06 other CA/CMA having 3 years of experience in its regular pay roll.
- (iii) After completion of the technical evaluation, the Commission shall inform the technically qualified Bidders. The list of technically qualified Bidders shall also be displayed at the website Commission.
- (iv) The financial proposal of bidders other than technically qualified bidders shall be returned un-opened within 1 (one) month after completion of the Technical evaluation process.
- (v) The financial bids of technically qualified bidders shall be opened in the presence of authorized representatives of technically qualified bidders at the office of DERC as per the schedule date and time indicated by DERC.

**J. CRITERIA FOR FINANCIAL EVALUATION:**

The proposal of the Technical Qualified Bidder(s) with the lowest quoted price shall be given a financial score of 100 and financial scores for others shall be inversely prorated.

**K. METHOD OF FINAL SELECTION:**

- (i) **Quality and Cost Based System (QCBS):** Final Evaluation of the bids shall entail selection of Bidder after adding scores of Technical and Financial bid proposals with weight-age of 30% for Technical and 70% for Financial bid proposals.

- (ii) The Successful Bidder shall be intimated by the Commission and the same shall be uploaded on the website of the Commission.
- (iii) The Commission reserves the right to reject any bid and or all bids without assigning any reasons for the same.

**L. AWARD OF CONTRACT:**

- (i) The successful bidder shall sign and execute the Agreement within 7 working days of date of issuance of Letter of Award, at the office of the Commission. Non fulfillment of this condition, would constitute sufficient ground for annulment of the award and forfeit of Earnest Money Deposit;

Provided that the Commission in its discretionary power, on a specific request by the successful bidder, may relax this condition with the reasons to be recorded in writing;

- (ii) The successful bidder shall furnish the following within 7 working days of signing of the contract:
  - a) *“Performance Bank Guarantee”* equal to 5% (Five Percent) of the value of Contract.
  - b) *“Advance Bank Guarantee”* equal to 110% (One Hundred and Ten Percent) of the value of Mobilization Advance.

Both of the above referred Bank Guarantees shall be valid up to 3 (three) months after the successful completion of the assignment.

- (iii) In case, the successful bidder fails to furnish the *“Performance Bank Guarantee”* of required value within stipulated time period, the Commission reserves the right to terminate the Contract and forfeit the EMD.
- (iv) In the event of annulment of award/termination of contract as indicated above, the Commission shall reserve the right to either award the contract for carrying out the assignment to the Bidder who has obtained the second highest score on consideration of Financial and Technical bids or invite fresh bids.
- (v) The Commission may hold a kick off meeting with the Consultant to discuss the detailed work plan.

(vi) The Consultant shall hand over the entire records / working papers related to the assignment to the Commission before the expiry of the contract and shall not utilize or publish or disclose or part with any statistics, data or information collected for the purpose of assignment, in any form, without written consent of the Commission.

(vii) The bids shall be sent by post or deposited in Tender Box available at Reception of DERC up to the scheduled date and time of submission of bids at the following address duly marked:

The Secretary,  
Delhi Electricity Regulatory Commission,  
Viniyamak Bhawan,  
C-Block, Shivalik, Malviya Nagar,  
New Delhi – 110 017  
Telefax: 91-11-41080416, 91-11-41080417  
E-mail: [secyderc@nic.in](mailto:secyderc@nic.in)

(viii) DERC reserves the right to accept or reject any or all the bids without assigning any reason.

(ix) DERC reserves the right to annul the tendering process at any stage without assigning any reason.

(x) Consultant shall be paid as follows:

a) For Audit Fees Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

b) Reimbursement of applicable Taxes -  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

(xi) Milestones for payment shall be as follows:

Sr. No.	Milestone	% of contract value
A.	Mobilization Advance against Bank Guarantee of 100% of the Advance amount upon unconditional acceptance of Letter of Award	10%
B	Submission of Draft Intensive Audit Report to the Commission	50%
C	Submission of Final Intensive Audit Report after discussion with the Commission	40%

**PROPOSAL SUBMISSION FORM**

To,  
The Secretary,  
Delhi Electricity Regulatory Commission  
Viniyamak Bhawan,  
C-Block, Shivalik,  
Malviya Nagar,  
New Delhi – 110 017

Sir/Madam,

We, the undersigned, offer to provide the services for undertaking the assignments relating to Engagement of C&AG empaneled CA firm for Intensive Audit of Delhi Distribution Companies in accordance with your bid document dated \_\_\_\_.

We are hereby submitting our proposal for undertaking the assignment in one Original and two copies marked as "Original" and "Duplicate" and "Triplicate" respectively in the prescribed formats, which includes the Technical Proposal and the Financial Proposal sealed under separate envelopes. Each page of the proposal has been numbered and signed by the Authorized Signatory.

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 is enclosed.

It is also confirmed that presently we are not handling any assignment that would be in conflict with this assignment or place us in a position of not being able to carry out this assignment objectively and impartially.

Demand drafts/pay orders no. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. 1,80,000/- (Rupees One Lakh Eighty Thousand only) as EMD, in favour of Secretary, DERC payable at New Delhi is enclosed herewith.

We hereby confirm that the validity of the Bid Document is not less than 180 days from the scheduled/notified date of opening of bids.

We understand that the Commission is not bound to accept any Proposal it received against the Tender dated.....

Yours sincerely,

Authorized Signatory:  
Name and Title of Signatory:  
Name of the Bidder:

Encl. As above

<b>TECHNICAL BID FORM</b>		
<b>Sr. No.</b>	<b>Particular</b>	<b>Details</b>
1	Name of the bidder	
2	Firm details to be provided	
3	Bidder Registration No. (copy to be attached)	
4	Pan No. (copy to be attached)	
5	GST Registration No. (copy to be attached)	
6	TIN No. (copy to be attached)	
7	Address of the Bidder (Head Office/Registered Office)	
8	Phone No. & Fax No.	
9	Year of Establishment of the Bidder	
10	No. of Partners	
11	Name of Partners & membership no.	
12	No. of Regular Employees	
13	Enclosures: (a) Details of Firm (b) Bidder Registration Number (c) Copy of Pan Card (d) Copy of GST Registration (e) Copy of TIN Registration (f) Original Power of Attorney (g) Supporting documents for Turnover of the firm (Balance sheet and CA certificate) (h) Work Order and completion certificate of assignment in support of experience of bidder (i) CA Membership Card/Experience Certificates/CV in support of qualification and experience of manpower.	

\*\* Membership Number shall be indicated against Chartered Accountants forming part of the team

Name & Signature of the Authorized Person  
(Stamp)

**FINANCIAL BID**

Name of the Bidder:

<b>Sr. No.</b>	<b>Particular</b>	<b>Amount (in Rs)</b>	<b>Amount (Rs. in Words)</b>
1	Bid Amount (in Rs.) (Exclusive of taxes)		
2	Taxes (in Rs.)		
3	<b>Total = (1+2)</b>		

Name & Signature of the Authorized Person

(Stamp)

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

*(To be stamped in accordance with Stamp Act)*

Ref.....

Bank Guarantee No.....

Date .....

To

Delhi Electricity Regulatory Commission Viniyamak  
Bhavan  
C Block, Shivalik Malviya  
Nagar  
New Delhi - 110017

Dear Sir,

In consideration of the DERC (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 \_\_\_\_\_ (Consultant Name) with its Registered/Head Office at \_\_\_\_\_ (hereinafter referred to as the consultant, 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 Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Consultant, resulting into a Contract valued at Rs. \_\_\_\_\_ (excluding taxes) for \_\_\_\_\_ (Scope of Contract) and the Consultant having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 5% (Five percent) of the said value of the Contract to the Commission.

We \_\_\_\_\_ (Name and Address of the Bank), having its Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or 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 Consultant to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ @ (days/month/year) \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Commission on the Bank shall be conclusive and binding notwithstanding any difference in claims between the Commission and the Consultant 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 guarantee 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 to extend the time for performance of the Contract by the Consultant. 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 Consultant 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

Consultant or any other course or remedy or security available to the Commission. The Bank shall not be relieved 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 omission or commission on the part of the Commission or any other indulgence shown by the Commission or by any other matters 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 principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Commission may have in relation to the Consultant's liabilities. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to \_\_\_\_\_\*\_\_\_\_\_ and it shall remain in force upto (days/month/year)\_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s\_\_\_\_\_ (Consultant Name) on whose behalf this guarantee has been given.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_ at \_\_\_\_\_.

Witness:

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank stamp) (Attorney as per Power of Attorney) No.

\_\_\_\_\_ Dated \_\_\_\_\_

Note: 1.\*This sum shall be five percent (5%) of the Contract Price excluding Taxes and Duties.

@ The date will be 3 (three) months beyond the completion date of the assignment.

2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper or value as application in the State in India from where BG is issued or NCT of Delhi, whichever is higher.

**Annexure V**

(Contract to be signed by Consultant with DERC)

This ARTICLES OF CONTRACT made on this ..... day of .....2026

**BETWEEN:**

Delhi Electricity Regulatory Commission a statutory Body set up by the Government of NCT of Delhi under the Delhi Electricity Reforms Act, 2000 and having its office at Viniyamak Bhawan, C-Block, Shivalik, Near Malviya Nagar, New Delhi – 110017, hereinafter referred to as the “Commission”) (which expression shall unless excluded by or repugnant to the context or meaning thereof, includes its successors and permitted assigns) of the FIRST PART

AND

\_\_\_\_\_ Company registered under the Companies Act, 1956 and having its office at, \_\_\_\_\_ hereinafter referred to as the Consultant (which expression shall unless excluded or repugnant to the context or meaning thereof include its successors and permitted assigns) of the SECOND PART.

(The Commission and the Consultant are individually referred to as the “Party” and collectively as the “parties”).

WHEREAS the Commission has awarded the contract on the basis of open bids to the party of the SECOND PART as a Consultant for Intensive Audit of Delhi Distribution Companies more precisely explained in the ‘Terms of Reference’ contained in the bid document dated \_\_\_\_\_”.

M/s \_\_\_\_\_ have agreed to provide services to the Commission on the terms and conditions hereinafter contained.

NOW Parties to these Present hereby agree as follows:

1. M/s \_\_\_\_\_ is hereby appointed as the Consultant for the aforementioned assignment. The Consultant shall commence the assignment from zero date i.e., date of Letter of Award (LoA).
2. The Consultant shall execute and complete the assignment as per the work plan and activity schedule mentioned herein.

**SCOPE OF WORK:**

3. The Scope of Work shall be primarily governed by the Bid document.
4. Any other services connected with the works usually and normally rendered by the firm, but not referred to herein above.

5. The Consultant shall assume full responsibility for supervision and proper execution of works covered under the scope of contract. The work shall be executed in professional way and with true workmanship.

**Other Issues:**

6. The Consultant agrees and undertakes that the respective tasks shall be performed & completed only by the authorized personnel and that if any change in the composition of the team is necessitated, the consultant (second part) shall seek prior permission of the Commission to effect the changes.

7. Consultant shall be paid as follows:

a) For Services Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

b) Reimbursement \_\_\_\_\_ of \_\_\_\_\_ applicable \_\_\_\_\_ Taxes  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

8. Milestones for payment shall be as follows:

Sr. No.	Milestone	% of contract value
A.	Mobilization Advance against Bank Guarantee of 100% of the Advance amount upon unconditional acceptance of Letter of Award	10%
B	Submission of Draft Intensive Audit Report to the Commission	50%
C	Submission of Final Intensive Audit Report after discussion with the Commission	40%

9. The payment of fee to Consultant shall be made by the Commission after the deduction of applicable tax at source.

10. The Consultant shall within 10 working days of signing of this contract provide performance security by way of Bank Guarantee from a Scheduled Bank for an amount equal to 5% (Five Percent) of the total contract value and security against Mobilization Advance by way of Bank Guarantee from a Scheduled Bank for an amount equal 110% (One Hundred and Ten Percent) of the value of Mobilization Advance, in formats acceptable to the Commission, which shall be valid upto period of 3 (three) months beyond the completion date. The said Bank Guarantees shall be extended suitably in case of extension of period of contract.

11. The Commission shall be entitled to evaluate the interim reports submitted by the Consultant in stages and the Consultant shall incorporate / restructure the report / and auditor's finding as per the recommendations of the Commission within such reasonable time as may be prescribed by the Commission.

12. The Commission shall make payments to the Consultant within 30 days of the date of receipt of Invoice for the individual milestone complete in all respects, in the Commission's office subject to acceptance of deliverables wherever required unless prevented by reasons beyond its control and in the later case, the Consultant shall not be entitled to claim any interest or damages on account of such delay.
13. The Consultant shall be liable to the Commission for the performance of its obligations in this Contract as a result of any default of the Consultant except the following limitations:
  - a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, omission, neglect or default of any person other than the Consultant.
  - b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant has no control.
  - c) The total liability of the Consultant under this clause shall be limited to 10% of the charges mentioned in Clause 7 (a) except for gross negligence or any damage on account of the Consultant, for which the Consultant shall be fully liable.
  - d) It is mutually agreed between the parties that the time shall be the essence of this CONTRACT. The Consultant, (the party of the second part) shall adhere to the time schedule as prescribed in this CONTRACT and complete the work within the stipulated time frame, failing which the party of the second part would be liable for a penalty of 0.5% per week, subject to a maximum of 10% of entire value of contract, for the delay beyond the time stipulated in this CONTRACT, provided that such delay is solely attributable to the CONSULTANT, and no penalty shall be levied for delay not attributable to the Consultant. The Commission's decision in this matter shall be binding on all parties.
14. No TA/DA shall be admissible for the Consultant for local journey in connection with the assignment.
15. The Commission reserves its right to amend, 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 the final payment in such cases.
16. Any information of confidential nature, which may be so marked by the Commission, which comes to the knowledge or in the possession of the Consultant or of any of its employees by virtue of their engagement on subject matter of this contract; shall not be disclosed by the Consultant or its employees to any unauthorized person in any manner. Any breach of this clause without prejudice to any other action that may be initiated as per law, shall also subject the Consultant to a liability to pay to the Commission such compensation for damages as may be decided by the Commission keeping in view the

nature, manner and motive of the information disclosed and the extent of the damage caused by such unauthorized disclosure:

Provided that any information that was (a) rightfully already known to Consultant at the time of its disclosure, (b) independently developed by Consultant without referring to the Commission's confidential information, (c) known to the public through a source other than Consultant, or (d) disclosed to Consultant by a third party not having an obligation of non-disclosure to the proprietor of the information, shall not be deemed to be confidential information for the purposes of this contract;

Provided further that the obligation of confidentiality on Consultant shall not apply where such confidential information is required to be disclosed under any law.

17. The Consultant undertakes that they are not handling any assignment that would be in conflict with this assignment or place them in a position of not being able to carry out this assignment objectively and impartially.
18. In case the Consultant fails to fulfill its obligations, the Commission would be entitled to invoke the Performance Bank Guarantee furnished by the Consultant and the amount mentioned in the Performance Bank Guarantee shall stand forfeited.
19. In case of any differences or disputes between the parties arising out of this CONTRACT, the matter shall be referred to the sole arbitrator nominated by the Commission, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF the Authorised Signatory of the Consultant and Secretary to the Commission on behalf of the Commission have thereto put their signature on the day and the year first above written.

(       )  
Authorised Signatory  
Consultant

(       )  
Secretary  
DERC

Witness:

- 1.
- 2.

**ELIGIBILITY AND MARKS EVALUATION CRITERIA OF BIDDERS**

Sr. No.	Criteria	Range	Marks	Max. Marks
1	Minimum Manpower requirement	The firm should have at least 01 CA/CMA in its role having minimum 10 years of experience and at least 06 other CA/CMA having 3 years of experience in its regular pay roll.		
2	C&AG Empaneled Certificate	FY 2026-27 of FY 2025-26		
3	Turnover of the bidding Firm	Rs 3 Cr.to Rs 5 Cr	20	50
		Above Rs 5 Cr to Rs 7 Cr	30	
		Above Rs 7 Cr to Rs 9 Cr	40	
		Above Rs 9 Cr	50	
4	No. of years' experience of the bidder in Statutory/Internal Audit or similar nature of assignments for Power Distribution Utilities shall be evaluated as on 31/03/2026.	3 to 5 years	15	25
		Above 5 years to 8 years	20	
		>8	25	
5	No. of completed assignments of the bidder in Statutory/Internal Audit or similar nature of assignments for Power Distribution Utilities.	1-3 No.	15	25
		4-6 No.	20	
		>6	25	