

**Uttar Pradesh Electricity Regulatory Commission  
Kisan Mandi Bhawan, 2<sup>nd</sup> Floor, Gomti Nagar, Lucknow**

**INVITATION FOR CONSULTANCY PROPOSAL**

No. UPERC/ Secretary/ D(G)/708

Dated: 01.08.2014

**Sir/Madam,**

**Sub:** Solicitation of bids from eligible Consultants to assist the Commission in finalization of Aggregate Revenue Requirement (ARR) and Multi Year Tariff (MYT) for various coal and hydro based generating stations across the state

**INVITATION FOR CONSULTANCY PROPOSAL**

Uttar Pradesh Electricity Regulatory Commission (UPERC) invites proposals from reputed & experienced Consultancy Firms / Institutions to assist the Commission in finalization of ARR and MYT for various coal and hydro based generating stations across the state for the control period FY 2014-15 to 2018-19 as detailed in the 'Terms of Reference' (TOR).

Description of tasks for various work areas, proposal submission procedure, etc. is provided in the 'Terms of Reference' (TOR) available at the UPERC's website ([www.uperc.org](http://www.uperc.org)).

The interested Consultancy Firms / Institutions may submit their respective Proposal document to the Secretary latest by 16.00 Hrs. of 21.08.2014. The tenders will be opened before the bidders at 11.30 Hrs. on 25.08 2014.

Secretary, UPERC

Dated: 01.08.2014

Encl: as stated.

Ph: 2720426, 2720427

Fax: 2720423

E-mail: [secretary@uperc.org](mailto:secretary@uperc.org)

## Terms of Reference (ToR)

'To assist the Commission in finalization of Aggregate Revenue Requirement (ARR) and Multi Year Tariff (MYT) for various coal and hydro based generating stations across the state for the period FY 2014-15 to 2018-19'

### 1. Introduction

Keeping the restructuring of the power sector in mind, the Government of Uttar Pradesh has enacted the U. P. Electricity Reform Act 1999 and has set up the U. P. Electricity Regulatory Commission (UPERC). The Commission under Section 86 of the EA2003 undertakes various functions, such as, determination of tariff for generation, transmission and wheeling of electricity; bulk or retail supply of electricity, as the case may be, within the state of Uttar Pradesh; regulate electricity purchase and procurement process of Distribution Licensees; issue Licenses for Transmission, Distribution, and Trading of electricity and promote generation /co-generation of electricity from renewable sources of energy.

UPERC intends to appoint technically qualified and experienced consultants from professionally managed Consultancy Firms/Institutions to assist the Commission to perform following functions effectively as listed below.

### 2. Scope of Work

The consultant shall provide consultancy and assist the Commission in examination, analysis, and review of the ARR and Tariff petition and determination of Multi Year Tariff including the provisional tariff order, if any for the control period FY 2014-15 to 2018-19. The assignment shall include the tariff Determination for Petitions filed by:

- **UPRVUNL** with total installed capacity of 5933 MW for following Thermal Power Stations (TPS).  
Anpara-A, Anpara-B, Anpara-D, Obra-A, Obra-B,  
Harduaganj, Harduaganj Extn., Panki, Parichha, Parichha Extn.  
Parichha Extn. Stage-II.
- **UPJVNL** with total installed capacity of 525 MW (apprx.) for Rihand, Obra (Hydel), Matatila, Khara, Upper Ganga Canal Power Stations, Sheetla, Belka and Babail.
- **Rosa Power Supply Company Limited (RPSCCL)** for 4X300 MW of Rosa TPS.
- **Bajaj Energy Pvt. Ltd.** 5 Stations of 2X45 MW each

- **AlknandaHydel Power Project- 4X82.5 MW**

### **3. Deliverables**

- i) Analysing and scrutinizing the filings for its conformity with the Act, Regulations, prescribed formats and accepted practices. Reporting shortcomings, discrepancies and data-gaps in the Tariff petition filed with true-up. Seeking necessary clarifications from generating company and examination of related books and documents etc. to validate and firm-up the data.
- ii) Assistance in the public hearing/ hearings and interactive meeting with different stake holders as required by the Commission. Processing and preparing analysis of the suggestions, objections and responses of stake holders and preparing a feed-back report for the Commission.
- iii) Analysing of fixed and variable charges, development of revenue and tariff model, tariff design, and preparation of Draft Tariff Report for comments and decision of the Commission. The consultant shall also make presentation of draft tariff report before the Commission. The Draft Tariff Report will include-
  - a) Examination and analysis of the fillings indicating various discrepancies and data-gap.
  - b) Analysis of suggestions/objections/responses by various Stake-holders
  - c) Analysis of the fixed and variable charges and estimated generation.
  - d) Development of revenue and tariff model and Tariff structure in different scenario of efficiency level.
- iv) Preparation and submission of Final Tariff Report as per comments and directions of the Commission on the Draft report.
- v) Follow up and assistance in the review petition/Appellate Tribunal/Supreme Court in the event of review/approval filed, if any.

The above description is purely indicative and not exhaustive. Changes / additions, as may be necessary for completion of work, may be incorporated by UPERC.

#### 4. Time Schedule

The time schedule shall be as below:

<b>S.No</b>	<b>Activity</b>	<b>Time Frame</b>
1	<b>Pre- acceptance activities</b> To examine the data for internal consistencies and reasonableness in view of data filed in earlier years by above referred generating companies and observations of the Commission in the past Tariff Orders. Consultant shall thereafter identify the data deficiencies / gaps / inconsistencies in the filings and place it before UPERC for its consideration.	10 days
2	<b>Issuance of admittance order</b> Consultant shall further examine the subsequent submissions made by above referred generating companies with respect to data deficiencies / gaps / inconsistencies pointed out by UPERC. After all the necessary information / data become available, the Consultant shall help UPERC in issuing the admittance order.	10 days
3	<b>Meeting with stakeholders and Data Analysis</b> Assistance during the meeting with stakeholders and analyzing the suggestions / objections / comments received from them. Consultant shall identify the controllable and uncontrollable costs and thereby the costs to be included in the ARR under consideration and put up a report before the Commission.	15 days
4	<b>ARR along with true-up petition and Tariff Determination</b>  In accordance with the UPERC (Terms & Conditions of Generation Tariff) Regulations, 2014, other relevant provisions, orders and Commission's directions: <ul style="list-style-type: none"><li>• Determination of allowable capital expenditure.</li><li>• Determination of other components of fixed charges.</li><li>• Determination of components of variable charges.</li><li>• Determination of Aggregate Revenue Requirements and Multi Year Tariff.</li><li>• Determination of revenues at given tariffs.</li><li>• Consultants shall be required to build suitable</li></ul>	15 days

	<p>models for projecting sales, revenues and various expenditures.</p> <ul style="list-style-type: none"> <li>• Any other issue to be decided in pursuance of the law</li> </ul>	
5	<p><b>Submission of Draft Tariff Order</b> The Consultant shall make a presentation before the Commission in MS Office Power-Point and subsequently submit the draft report on ARR / Tariff.</p>	20 days
6	<p><b>Submission of Final Draft Tariff Order</b> Based on discussions on draft tariff order and Commission's decisions, the final draft of the tariff order/provisional tariff order, if any shall be prepared. A presentation in MS Office Power-Point shall be made before the Commission and subsequently final draft tariff order shall be submitted, which must be completed within 90 days from the date of order.</p>	20 days

## 5. Terms Of Payment

### i) Schedule of payment:-

- (a) 10% within ten days from the date of agreement.
- (b) 20% on acceptance of draft tariff order.
- (c) 30% on acceptance of final draft order.
- (d) 30% on acceptance of final order.
- (e) 10% on completion of work.

### ii) The payment shall be made within 15 days from the date of presentation of bill.

### iii) Tax Deduction at Source:

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

### iv) No extra charge:

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

v) Commencement of work:

The work shall be deemed to have commenced with effect from the date of agreement. However, date of commencement of each assignment shall be notified separately.

vi) Completion of Work:

Total term for the completion of all the assignments shall be one year from the date of agreement and each assignment shall be completed within three months from the date of its commencement.

vii) Penalty:

In case of any delay in execution of the deliverables as per the agreed time schedule, a penalty of 2% per week subject to maximum 10% of the order value shall be levied by the Commission. However any delay on account of factors beyond the genuine control of the consultant shall not lead to imposition of penalties.

viii) Extension of period of completion:

Extension of period of completion of the work may be considered by the Commission as required.

## **6. Qualifying Criteria**

- i. The consultant should be a registered firm/ legal entity/Institutions (including educational institution such as IIT, IIM etc.)with minimum five years' experience in the similar task areas i.e. preparation of tariff.
- ii. No joint venture/ association of independent consultants/ consortium is allowed.
- iii. Annual turnover of consulting portfolio (average of last 3 years of the firm) should be equal to or more than Rs.5 Crore from consultancy business. Annual turnover should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.

- iv. The consulting firm should have prepared at least three (3) Generation tariff orders on behalf of ERCs.
- v. 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 documentary proof in the form of the work order for the assignment. Any assignment without work order will not be considered as part of the firm's eligibility criteria.
- vi. The consultancy firm should have appropriate team on full time pay roll with requisite skills to carry out the assignment with in time frame prescribed by UPERC.
- vii. The Project Manager deputed for the assignment shall be having atleast 10 years' experience (preferably BE & MBA or CA) with 2 similar assignments supported with atleast 2 nos. assistants (preferably BE & MBA or CA) having more than 5 years' experience.
- viii. Minimum 2 personnel of proposed team are required to be necessarily stationed in Lucknow during the full period of the work and are required to be stationed for 3 full working days every week in UPERC Office for the full period of the work (including the extended period, if any). The consultant team stationed at Lucknow must be available at UPERC Office or any other place of meeting within an hour after being notified by telephone / mobile / e-mail / sms, etc. even on weekends and holidays.
- ix. The consultant shall not assign this agreement or sub contract any part of the assignments under this agreement without written permission of the Commission.
- x. Earnest Money Deposit (EMD)

The amount of Earnest Money Deposit (EMD) to be deposited with the bid @2 % of the bid amount in the form of crossed Demand Draft / Pay Order favouring "Secretary, UPERC" payable at Lucknow.

## **7. Disqualifying Criteria**

- i. In case the bidder is found to be associated with the any of the Developer or its associate in any capacity or having any conflict of interest, the said bidder will automatically stand disqualified for that Developer. The bidder has to submit a certificate in this regard in each case.

- ii. In case the tender is not supported with Earnest Money, the bid shall automatically stand disqualified/ rejected.

**8. Evaluation criteria**

The Commission reserves the right to assign the work to-

- i) Single bidder based on overall lowest bid
- Or
- ii) Multiple bidders individually based on lowest bid for each generator.

**9. Procedure of submission of bids**

It may please be noted that the offer for the work is to be submitted in two parts each in a separate envelope. One envelope shall contain duly filled annexure-I along with details in support of Qualifying Requirements (as per given annexure-II,III,IV) including Earnest Money Deposit (EMD) and shall be sealed and superscribed as “**Details in support of Qualifying Requirements to assist the Commission in finalization of ARR and MYT for various coal and hydro based generating stations across the state.**” The second envelope shall contain price bid (as per annexure-V) and shall be sealed and superscribed as “**Price Bid to assist the Commission in finalization of ARR and MYT for various coal and hydro based generating stations across the state**”. The Price Bid must clearly indicate the Service Tax separately. Both these envelopes shall in turn be put in one envelope which shall be sealed and superscribed as “**Offer to assist the Commission in finalization of ARR and MYT for various coal and hydro based generating stations across the state**” and has to be submitted on any working day during working hours on or before 16.00 hrs. on 21.08.2014 at the following address:

**Secretary,  
Uttar Pradesh Electricity Regulatory Commission,  
2nd Floor, KisanMandiBhawan, VibhutiKhand,  
Gomti Nagar, Lucknow – 226010.**

The tender will be opened before the bidders at 11.30 Hrs. on 25.08.2014. In case a holiday falls on the specified last date for submission of bids or the specified date for opening of tenders, then in that case the date will stand to be extended automatically to the next working day of the Commission. The price bid of only qualified bidders shall be opened.

The EMD of selected bidder will be retained by UPERC & will be returned after successful and satisfactory completion of work. The EMD of all unsuccessful bidders will be returned after finalization of tender.



**10. Letter of Award and Agreement:**

Successful bidder shall be issued Letter of Award (LoA) by Secretary, UPERC. The selected consultant has to submit acceptance of the same and has to enter into an agreement within fifteen days from the date of start of work.

**11. Ownership of Material:**

All reports, models and any other documents that the selected consultancy firm will have to prepare under the contract for the purposes of determination of capital cost of coal based thermal generating station shall belong to and remain the property of the UPERC. UPERC shall retain the rights to publish or disseminate reports arising from such materials. The consultancy firm may however retain a copy of such materials for their own use. All submission must be made in 5 copies (spiral bound) along with the soft copy.

**12. Arbitration and Jurisdiction:**

All disputes and differences by and between the parties hereto in any way relating to or; arising out of the present contract or in any way connected with the contract shall be referred to the arbitration of a sole arbitrator selected by mutual consent of both the parties. All the proceedings of arbitration will be held in Lucknow only. The provisions of Arbitration and Conciliation Act, 1996 and its amendments will be applicable.

Only the Courts established at Lucknow will have the jurisdiction to decide any dispute between the parties.

**Note:**

- 1. The Consultant must go through the 'Draft Contract Agreement' before submitting the bid. Submission of bid will implicitly mean that the consultant agrees to all the terms and conditions of the TOR and the Draft Contract Agreement.**
- 2. Normally no deviations will be allowed. However any deviation may be allowed by the Commission which shall be conclusive & binding.**

To,  
The Secretary,  
Uttar Pradesh Electricity Regulatory Commission,  
2nd Floor, KisanMandiBhawan, VibhutiKhand,  
Gomti Nagar, Lucknow – 226010.

**Sub:**To assist the Commission in finalization of Aggregate RevenueRequirement (ARR) and Multi Year Tariff (MYT) for various coal and hydro based generating stations across the state

Sir,

We, (name of the firm), having read the details of the ToR documents along with draft agreement(annexure-VI) for providing assistance to UPERC for the above mentioned work, hereby seek to be assigned the work as mentioned in the ToR document.

**1. Correspondence details:**

- a) Name of consultancy firm
- b) Address
- c) Name of contact person to whom all references shall be made.
- d) Address of the person to whom all references shall be made regarding this bid.
- e) Telephone No. (With STD code)
- f) Mobile No. of the contact person
- g) Email of the contact person
- h) Fax No (With STD code)

**2. Documents forming part of tender:**

We have enclosed the following:

- a) Duly certified documents showing compliance with the annual turnover requirement as per qualifying terms of ToR.
- b) Details showing similar task performed (at least 3 similar tasks)(as per annexure-II)along with work orders for same.

- c) List of the personnel proposed to handle the tasks (as per annexure-III) along with their Bio-data in brief (annexure-IV) mentioning their qualification and experience in similar tasks done earlier and presently on hand.
- d) EMD @2% of bid value in form of crossed Demand Draft / Pay Order favoring "Secretary, UPERC" payable at Lucknow.
- e) Financial Bid as per annexure-V.

We hereby declare that submission against ToR is made in good faith and the information contained is true and correct to the best of my knowledge and belief.

Thanking you,

(Signature)  
Name, Address & Date

**Details of Similar Tasks Performed**  
(work order for same must be attached)

- i) Details of assignment:
- ii) Name of client and address:
- iii) Duration of assignment:
  - (i) Start (Month/Year):
  - (ii) Completion (Month/Year):
- iv) Approx. value in Indian Rupees:
- v) Description of methodology & work plan for performing the assignment.

(Authorized Signatory)  
(Name & Title of Signatory)  
Name and Address of the Firm/Institution

**Key Personnel for the proposed work**

Sr. No.	Name	Qualification	Position	Responsibility	Remarks , if any
1					
2					
3					
4					
5					

**Details of Qualification and Experience of proposed Personnel**

**Name of the Key Personnel:**

**Proposed Position:**

**Professional qualification:**

**Membership of Professional Societies:**

**Years with the Firm:**

**Employment Record:**

(Starting with present position, list in reverse order every employment held giving dates, duration, name of employing organization, title of positions held and location of assignments. Also give in brief types of activities performed and Client references, where appropriate.)

**Education/ training:**

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

**Certification:**

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

Date:

Signature of key personnel

Signature of authorized Official from the firm/Institution

**Part- II****Price Bid**

**To assist the Commission in finalization of Aggregate Revenue Requirement (ARR) and Multi Year Tariff (MYT) for various coal and hydro based generating stations across the state**

<b>S.no.</b>	<b>Name of generating company</b>	<b>No. of stations</b>	<b>Rate (Rs.)</b>	<b>Total (Rs.)</b>
<b>1.</b>	<b>Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited</b> with total installed capacity of 5933 MW for following Thermal Power Stations (TPS). Anpara-A, Anpara-B, Anpara-D, Obra-A, Obra-B, Harduaganj, Harduaganj Extn., Panki, Parichha, Parichha Extn. Parichha Extn. Stage-II.	<b>11</b>		
<b>2.</b>	<b>Uttar Pradesh Jal Vidyut Nigam Ltd.</b> with total installed capacity of 525 MW (apprx.) for Rihand, Obra (Hydel), Matateela, Khara, Upper Ganga Canal Power Stations, Sheetala, Belka and Babail	<b>8</b>		
<b>3.</b>	<b>Rosa Power Supply Company Limited (RPSCL)</b> for 4X300 MW of Rosa TPS	<b>1</b>		
<b>4,</b>	<b>Alknanda Hydel</b> 4X82.5 MW	<b>1</b>		
<b>5.</b>	<b>Bajaj Energy Pvt. Ltd.</b> 5 Stations of 2X45 MW each.	<b>5</b>		

## AGREEMENT

This agreement is made on <sup>th</sup>day of July of Year Two Thousand Fourteen between Uttar Pradesh Electricity Regulatory Commission (herein after referred to as 'the Commission') through its Secretary having office at II<sup>nd</sup> Floor, KisanMandiBhawan, VibhutiKhand, Gominagar, Lucknow (U.P.), as party of first part and includes its successors and assigns and M/s-----, (hereinafter referred to as 'the consultant') through Mr. -----, M/S ----- having Office at ----- as party of the second part and includes its successor and assigns;

And whereas the Commission is intended to engage a Consultant for determination of Annual Revenue Requirement (ARR) and Multi Year Tariff (MYT) for FY 20014-15 to 2018-19 and is desirous to appoint the said consultant for assisting in the said job;

And whereas the consultant is desirous of providing its services and assistance to the Commission in finalization of ARR and MYT for various existing and upcoming Units of coal and hydro based generating utilities across state And whereas the letter of award has been issued toM/s ----- on date -----,

And therefore in consideration of above premise and covenants, the parties to the Agreement agree as hereunder:

### 1. **Scope of Work**

The consultant shall provide consultancy and assist the Commission in examination, analysis, and review of the ARR and Tariff petition and determination of Tariff. The assignment shall include the tariff Determination for Petitions filed by:

- **UPRVUNL** with total installed capacity of 5933 MW for following Thermal Power Stations (TPS).  
Anpara-A, Anpara-B, Anpara-D, Obra-A, Obra-B,  
Harduaganj, Harduaganj Extn., Panki, Parichha, Parichha Extn.  
Parichha Extn. Stage-II.
- **UPJVNL** with total installed capacity of 525 MW (apprx.) for Rihand, Obra (Hydel), Matateela, Khara, Upper Ganga Canal Power Stations, Sheetala, Belka and Babail.
- **Rosa Power Supply Company Limited (RPSCCL)** for 4X300 MW of Rosa TPS.
- **Bajaj Energy Pvt. Ltd.** 5 Stations of 2X45 MW each
- **AlkandaHydel** Power Project- 4X82.5 MW



## 2. Deliverables

- a) Analysing and scrutinizing the filings for its conformity with the Act, Regulations, prescribed formats and accepted practices. Reporting shortcomings, discrepancies and data-gaps in the Tariff petition filed with true-up. Seeking necessary clarifications from generating company and examination of related books and documents etc. to validate and firm-up the data.
- b) Assistance in the public hearing/ hearings and interactive meeting with different stake holders as required by the Commission. Processing and preparing analysis of the suggestions, objections and responses of stake holders and preparing a feed-back report for the Commission.
- c) Analysing of fixed and variable charges, development of revenue and tariff model, tariff design, and preparation of Draft Tariff Report for comments and decision of the Commission. The consultant shall also make presentation of draft before the Commission. The Draft Tariff Report will include-
  - i) Examination and analysis of the fillings indicating various discrepancies and data-gap.
  - ii) Analysis of suggestions/objections/responses by various Stake-holders
  - iii) Analysis of the fixed and variable charges and estimated generation.
  - iv) Development of revenue and tariff model and Tariff structure in different scenario of efficiency level.
- d) Preparation and submission of Final Tariff Report as per comments and directions of the Commission on the Draft report.
- e) Follow up and assistance in the review petition/Appellate Tribunal/Supreme Court in the event of review/approval filed, if any.

The above description is purely indicative and not exhaustive. Changes / additions, as may be necessary for completion of work, may be incorporated by UPERC.

## 3. Time Schedule:

The time schedule shall be as below:

S.No.	Activity	Time Frame
1	<p><b>Pre- acceptance activities</b></p> <p>To examine the data for internal consistencies and reasonableness in view of data filed in earlier years by above referred generating companies and observations of the Commission in the past Tariff Orders. Consultant shall thereafter identify the data deficiencies / gaps / inconsistencies in the filings and place it before UPERC for its consideration.</p>	10 days
2	<p><b>Issuance of admittance order</b></p> <p>Consultant shall further examine the subsequent submissions made by above referred generating companies with respect to data deficiencies / gaps / inconsistencies pointed out by UPERC. After all the necessary information / data become available, the Consultant shall help UPERC in issuing the admittance order.</p>	10 days
3	<p><b>Meeting with stakeholders and Data Analysis</b></p> <p>Assistance during the meeting with stakeholders and analyzing the suggestions / objections / comments received from them. Consultant shall identify the controllable and uncontrollable costs and thereby the costs to be included in the ARR under consideration and put up a report before the Commission.</p>	15 days
4	<p><b>ARR along with true-up petition and Tariff Determination</b></p> <p>In accordance with the UPERC (Terms &amp; Conditions of Generation Tariff) Regulations, 2014, other relevant provisions, orders and Commission's directions:</p> <ul style="list-style-type: none"> <li>• Determination of allowable capital expenditure.</li> <li>• Determination of other components of fixed charges.</li> <li>• Determination of components of variable charges.</li> <li>• Determination of Aggregate Revenue Requirements and Multi Year Tariff.</li> <li>• Determination of revenues at given tariffs.</li> <li>• Consultants shall be required to build suitable models for projecting sales, revenues and various expenditures.</li> <li>• Any other issue to be decided in pursuance of the law</li> </ul>	15 days
5	<b>Submission of Draft Tariff Order</b>	20 days

	The Consultant shall make a presentation before the Commission in MS Office Power-Point and subsequently submit the draft report on ARR / Tariff.	
6	<b>Submission of Final Draft Tariff Order</b> Based on discussions on draft tariff order and Commission's decisions, the final draft of the tariff order shall be prepared. A presentation in MS Office Power-Point shall be made before the Commission and subsequently final draft tariff order shall be submitted, which must be completed within 90 days from the date of order.	20 days

#### 4. Terms Of Payment

- i) Schedule of payment:-
    - (a) 10% within ten days from the date of agreement.
    - (b) 20% on acceptance of draft order.
    - (c) 30% on acceptance of final draft order.
    - (d) 30% on acceptance of final order.
    - (e) 10% on completion of work.
  
  - ii) The payment shall be made within 15 days from the date of presentation of bill.
  
  - iii) The Income tax shall be deducted at source at applicable rate.
5. Commencement of work: The work shall be deemed to have commenced with effect from the date of agreement. However, date of commencement of each assignment shall be notified separately.
  6. Completion of Work: Total term for the completion of all the assignments shall be one year from the date of agreement and each assignment shall be completed within three months from the date of its commencement.
  7. In case of any delay in execution of the deliverables as per the agreed time schedule, a penalty of 2% per week subject to maximum 10% of the order value shall be levied by the Commission. However any delay on account of factors beyond the genuine control of the consultant shall not lead to imposition of penalties.
  8. Extension of period of completion: Extension of period of completion of the work may be considered, on mutually agreed terms and conditions.
  9. The consultant shall not assign this agreement or sub contract any part of the assignments under this agreement without written permission of the Commission.
  10. The consultant shall indemnify and hold the Commission harmless against any and all claims and demands brought against the Commission arising out of the services under this agreement.

11. Limitation of Liability: Notwithstanding any other clause under this agreement, the maximum liability of the consultant shall under no circumstances exceed the fees received by it under this assignment.
12. In case of dispute as to the interpretation of any terms and conditions of this agreement, the decision of the Chairman, Uttar Pradesh Electricity Regulatory Commission shall be final and binding on the parties to this agreement.
13. This agreement shall be governed by the laws of India for the time being in force and be subject to the Court of competent jurisdiction at Lucknow(U.P.) India. All disputes, differences, questions whatever that arise between the parties to the Agreement or in relation to or in connection with this agreement shall be deemed to have arisen at Lucknow and no court other than Court at Lucknow shall have jurisdiction to entertain or try the same.
14. All the deliverables produced under this agreement shall be submitted to the Commission and shall remain the property of the Commission and the Commission shall have all rights to publish or disseminate any information contained in such deliverables.
15. Secretary, UPERC shall coordinate the work on behalf of UPERC and help the consultant to get the information, if any, required by the consultant, however, primary responsibilities in the present assignment shall lie with the consultant.
16. The consultant will be responsible for taking out any appropriate insurance coverage if required.

In witness of above, signed on <sup>th</sup> day of ----of year Two Thousand Fourteen at Lucknow (U.P.) India.

For and on behalf of the Commission

For and on behalf of the Consultant

**( SanjaySrivastava)**

Secretary,  
UPERC

Witness:-

(1) Name:  
Address

(2) Name:  
Address