



Chhattisgarh State Electricity Regulatory Commission
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No. Tender No. 01 of 2025/1713

Dated: 10.10.2025

Notice

Sub: Clarification/addendum/Extension of date for submission of bid in response to clarification sought various firms in respect of tender no. 01 of 2025 floated for Appointment of consulting firm to carryout intensive audit to ascertain the circumstances in which Chhattisgarh State Power Distribution Company Limited (State owned distribution licensee of the Chhattisgarh State) operated and functioned without recovery of regulatory assets/revenue gap during FY 2016-17, FY 2020-21 and FY 2023-24.

In response to clarification sought by various consulting firm, for Appointment of consulting firm to carryout intensive audit to ascertain the circumstances in which the Commission issues Clarification/addendum/Extension of date for submission of bid in respect of tender no. 01 of 2025 floated Chhattisgarh State Power Distribution Company Limited (State owned distribution licensee of the Chhattisgarh State) operated and functioned without recovery of regulatory assets/revenue gap during FY 2016-17, FY 2020-21 and FY 2023-24, following clarification/addendum/corrigendum/time extension is issued

1. Clause 3(a) of the tender shall be read as under:

"Any such Firms, who have been awarded work of providing consultancy services in relation to regulatory matters by CSPDCL are advised not to submit bid as same will disqualify the firm due to conflict of interest. Any firm who has participated in bidding process initiated by CSPDCL may submit bid for the present work. Bid submitted by such firms shall only be considered, if work related to regulatory matters is not awarded by CSPDCL.

2. Clause 8.1 of the tender shall be read as under:

"First envelope - 'Payment of processing Fees & EMD': The first envelope should contain the demand draft of Rs 10,000/- (Ten Thousand Only) towards non-refundable Processing fee and Rs 50,000/- (Rs fifty Thousand only) towards Earnest Money Deposit (EMD) payable at Raipur in favour of "Chhattisgarh State Electricity Regulatory Commission, Raipur". This envelope be super-scribed as "PROCESSING FEE AND EARNEST MONEY DEPOSIT".

3. Clause 16 shall be read as under:

"Time is the essence of the contract. Therefore, successful bidder shall be required to complete the assignment within 90 days of the issue of letter of award.

Any deviation from the agreed time line or delay in completion of the task to the satisfaction of the Commission shall invite levy of LD @ 1% per week delay on entire value of contract subject to a maximum of 10% of contract value, only if the delay is solely attributable to the consultant."

4. Scope of work in Terms of Reference shall be read as under:

"Scope of work: To carry out intensive audit to ascertain the circumstances in which CSPDCL operated and functioned without recovery of regulatory assets/revenue gap during FY 2016-17, FY 2020-21 and FY 2023-24 which includes following work:

- i) Analysis of each component of ARR parameter for FY 2016-17, FY 2020-21 and FY 2023-24 to identify the cause of variation in 'Allowed by the Commission' v/s 'Actuals incurred'.
- ii) Analyze the impact of the variation in 'Allowed V/s Actuals' on the Revenue Gap.
- iii) Analyze how CSPDCL continued its business with the revenue gap.
- iv) Adherence to tariff related regulatory requirements including the CSERC Tariff Regulations.
- v) Analyze CAPEX schemes roll-out, delays, cost & time overruns.
- vi) Assess whether the CSPDCL achieved the technical targets as given by the commission and how it has impacted the actual ARR



recovery.

- vii) Evaluate the CSPDCL financial health, including efficiency in cost management and revenue collection.
- viii) The consultant shall submit its draft assessment report to the Commission and shall provide its observations post analysis of the above mentioned points. This assessment shall not be a review involving statutory audit procedures and certification

5. In addition to above, following clauses are added to the tender:

- i) Confidentiality: Confidential information does not include any information which
 - a. is rightfully known to the recipient prior to its disclosure;
 - b. is independently developed by the recipient without use of or reliance on confidential information; or
 - c. is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party, or
 - d. which would be required to be disclosed under the (Indian) Right to Information Act.

Consultant may disclose confidential information:

- a. to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations;
 - b. where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.
- ii) Arbitration: In case, a dispute is not amicably resolved within forty five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in India shall be the **Raipur**.



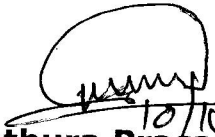
- iii) Deliverable Usage: Consulting firm will provide services and deliverables to the Commission under the contract. Consulting firm will have no liability to anyone, other than the Commission, in connection with services, unless otherwise agreed by both parties in writing.
- iv) Acceptance: Within 30 days from receipt of a draft deliverable by the Commission, The Commission will notify Consultant, if it is accepted. If it is not accepted, the Commission will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If the Commission does not notify Consultant within the agreed time period or if the Commission uses the draft deliverable, it will be deemed to be accepted.
- v) Limited liability: Total aggregate liability of consultant in the connection with the contract, shall be limited to contract value of the agreement.

6. Time line has been revised as under:

Last date of submission of bid : 3:00 pm of 28.10.2025

Date of opening of technical bid : 3:30 pm of 28.10.2025

Date of opening of financial bid : 3:30 pm of 29.10.2025


(Mathura Prasad Patel)
Dy. Secretary