

No. **733/MPERC/2026**- In exercise of the powers conferred under Section 181(1) and 91(4) of the Electricity Act, 2003 (No.36 of 2003), the Madhya Pradesh Electricity Regulatory Commission, hereby, revises the Madhya Pradesh Electricity Regulatory Commission (Appointment of Consultants) (Revision- I) Regulations, 2009, which was notified in the Gazette of M.P. on 30.01.2009

**MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION  
(APPOINTMENT OF CONSULTANTS) (REVISION-2) REGULATIONS, 2026**

**1. Title and Commencement of the Regulations**

- (1) These Regulations may be called the “**Madhya Pradesh Electricity Regulatory Commission (Appointment of Consultants) (Revision-II) Regulations, 2026 (RG-6(II) of 2026).**”
- (2) The Regulations shall come into force from the date of their publication in the official gazette of the Government of Madhya Pradesh.
- (3) These Regulations shall extend to the entire State of Madhya Pradesh.

**2. Definitions**

**2(1)** In these Regulations, unless the context otherwise requires:

- (a) ‘**Act**’ means the Electricity Act, 2003 (No. 36 of 2003);
- (b) ‘**Commission**’ means the Madhya Pradesh Electricity Regulatory Commission, established under the Act;
- (c) ‘**Chairperson**’ means the Chairperson of the Commission;
- (d) ‘**Member**’ means Member of the Commission;
- (e) ‘**Secretary**’ means the Secretary of the Commission;
- (f) ‘**Officer**’ means an officer of the Commission;
- (g) ‘**Consultant**’ any individual, firm, body or association of persons, not in the employment of the Commission, who or which possesses or has access to any specialized knowledge, experience or skill. The Consultant includes Senior Consultant and Advisor as well.
- (h) ‘**State Government**’ means the Government of Madhya Pradesh.

**2(2)** Words or expressions occurring in these Regulations and not defined herein but defined in the Act shall bear the same meaning as assigned to them in the Act.

### 3. Scope of Work

Consultants will not be normally appointed for routine day to day work for which staff is available.

- (1) Consultants would be engaged for executing such tasks only, where the nature of jobs is specific and time bound and outside support is required.
- (2) Detailed terms of engagement will be drawn up in each case and agreed to between the Consultant and the Commission prior to award of consultancy.
- (3) The terms of engagement would specify the exact nature of the tasks to be undertaken by the Consultant, the time allowed for completion of each task and the specific outputs that are to be provided by the Consultant in relation to each task.

### 4. Type of Consultant

- a) Individual Consultant- shall be governed by Regulation 6 to Regulation 7.
- b) Consultant firm- shall be governed by Regulation 8 to Regulation 12.
- c) Counsel for legal matters- shall be governed by Regulation 13 and Regulation 13A.

### 5. Period of engagement

- (a) For Individual Consultant, the initial appointment will be for a period of three years which may be further extended based on performance
- (b) For Consultant Firm, the period may be defined by the Commission on case-to-case basis.
- (c) For Legal Consultant, the period may be defined by Commission on case-to-case basis.

### 6. Categorization of Individual Consultants

(1)(a) Individual consultants will be categorized into one of the four levels of Advisor, Senior consultant, Consultant and Junior Consultant / Research Fellow based on their expertise and experience.

(1)(b) The Qualification, Minimum Experience, Maximum number of Advisor, Sr. Consultant, Consultant and Junior Consultant / Research Fellow shall be as below:

Discipline	Minimum Qualification	Minimum Experience Required (Years)			
		Advisor	Sr. Consultant	Consultant	Junior Consultant / Research Fellow
Economics	Master Degree in Economics/Energy Economics or equivalent	15	07	03	Not Required
Engineering	Graduate Engineering in Electrical / Mechanical /CS-IT or equivalent	15	07	03	Not Required

Discipline	Minimum Qualification	Minimum Experience Required (Years)			
		Advisor	Sr. Consultant	Consultant	Junior Consultant / Research Fellow
Administration	MBA(HR /Personnel) or equivalent OR Graduate in any discipline having experience in Secretarial/ HR /Admin work in any Govt/Semi Govt/PSU or similar Govt/Semi Govt organization	15	07	03	Not Required
Law	Degree in Law	15	07	03	Not Required
Finance	CA/MBA(Finance)/ M.Com/CWA/CFA or equivalent.	15	07	03	Not Required
Maximum numbers which can be engaged at a time		03	03	03	12

The Commission may decide the number of Advisor, Senior consultant, Consultant and Junior Consultant in each discipline. In no case the total numbers of each category (In all the five disciplines) shall exceed above limit.

(2) In case any consultant possesses Ph.D. degree in any of the concerned disciplines, the Commission may relax up to 3 years in minimum experience required.

(3) The experience as Research Fellow/Junior Consultant in the Commission shall be considered for appointment as Individual consultant subject to other criteria being fulfilled and the suitability of the candidate for appointment as individual consultant.

(4) Research Fellow already working in MPERC will be redesignated as Junior Consultant from the date of publication of this Regulation in Madhya Pradesh Official Gazette.

## 7. Fees & Other Charges

(1) For Individual Advisor, Sr. Consultant, Consultant & Junior Consultant engaged on monthly basis, a consolidated remuneration shall be paid as below: -

Type of Consultant	Minimum Amount (payable) per month
Advisor	1.70 lakhs
Sr. Consultant	1.45 lakhs
Consultant	1.00 lakhs
Junior Consultant	0.60 lakhs

a) Hike of 3% will be given to all categories of Advisor/Consultant/Junior Consultant every year based on their performance.

b) Above remuneration shall come in force from the publication of this Regulation in Madhya

Pradesh Official Gazette.

- c) This remuneration shall also be applicable to the Advisor, Senior Consultant, Consultant and Junior Consultant / Research Fellow already working in the MPERC. No arrears/increment for the period prior to publication date of this Regulations shall be admissible.
- d) The Advisor, Senior Consultant, Consultant and Junior Consultant (Research Fellow) shall be entitled to 13 days of Casual Leave.
- e) The Advisor and Senior Consultant shall be entitled for TA, DA as applicable and equivalent to Joint Director and Deputy Director level Officer of the Commission respectively.
- f) The Consultant and Junior Consultant (Research Fellow) shall be entitled for TA, DA as applicable and equivalent to Class II and III Employees of the Commission respectively.
- g) For engagement for less than One-month, pro rata remuneration shall be given to Advisor, Senior Consultant and Consultant. The Commission may directly appoint a suitable person in this category for less than a month.

(2) A maximum of 10% over the cost of consultant time so arrived will be allowable for overheads of office expenses. Additional up to a limit of 10% of the cost of consultant time will be payable as contingency for Firms/Companies/Limited Liability Partnership, etc.

(3) These Regulations regarding fees payable will also apply to former and Retired Government Servants engaged as Advisor/Consultant.

#### **8. Appointment of Consultants (Firms/Companies/Limited Liability Partnership, etc.)**

(1) Term of Reference (TOR) for the appointment of consultants for specific tasks will be prepared and approved by the Commission. If the Commission considers it necessary for empanelment of consultants to provide consultancy support for various task/ assignments, it may invite the request for proposals for empanelment of consultants through appropriate Bid document for a specific duration.

(2) In case of manpower made available by consultant firm, the leave rules of their firm shall prevail.

(3) The scope of service described in the Term of Reference (TOR) shall be compatible with the available budget. The need for such an assignment will decide the scope of work.

(4) The Commission may decide either to invite combined technical and financial proposals or separate technical and financial proposals.

(5) After approval of the Term of Reference (TOR) by the Commission, the Secretary will invite proposals from interested consultants, ensuring that appropriate publicity is given in each case. It will not however, be necessary to go through the process of issue of public advertisement particularly in cases where the value of the estimated fee is below Rs.2 lakh. In such cases, Commission may call for application or offer or nomination from such individuals, firms, companies, association of persons, bodies and institutions as Commission may consider appropriate. The decision of the commission shall be final in this regard.

## 9. Request for proposals

The request for proposal shall include the following: -

- (1) A letter of invitation stating the intention of the Commission to enter into a contract for providing a consultancy services, the date, time and address for submission of proposals.
- (2) Information to Consultants shall contain all necessary information that will help Consultants in preparing responsive proposals by providing information on the evaluation process and by indicating the evaluation criteria and factors and their respective weights and the minimum pre-qualification score.
- (3) Terms of reference shall be prepared to define clearly the objectives, goals and scope of the assignment and shall provide background information including a list of existing relevant studies and basic data to facilitate the Consultants in preparation of their proposals. If transfer of knowledge, training is an objective the Term of Reference (TOR) will detail the number of staff to be trained. Term of Reference (TOR) shall list the services and surveys necessary to carry out the assignment and the expected outputs (for example reports, data, surveys, etc.) linked to each task in the Term of Reference (TOR).
- (4) **Methods of Selection/ Evaluation of Consultancy Proposals** : The basis of selection of the consultant shall follow any of the following methods as may be considered appropriate by the Commission for the assignment :-
  - a. **Quality and Cost Based Selection (QCBS)**: QCBS shall be used for selection of consultancy services, where quality of consultancy is of prime concern and technical competency is a critical consideration.
  - b. **Least Cost System (LCS)** : LCS is appropriate for assignments of a standard or routine nature or specified nature.
  - c. **Single Source Selection by Negotiation / Consultancy by nomination** : The selection by direct negotiation/nomination, on the lines of Single Tender mode of procurement of goods, maybe considered appropriate only under exceptional circumstances as per, Financial Rules, Govt. of India, 2017 read with Manual for Procurement of Consultancy & other Services, 2022). The Central Vigilance Commission (CVC) guidelines issued from time to time in this matter shall be followed.
- (5) **Quality and Cost Based Selection (QCBS) Methodology**:
  - a. In QCBS initially the quality of technical proposals is scored as per criteria announced in the RFP. Only those responsive proposals that have achieved at least minimum specified qualifying score in quality of technical proposal are considered further.
  - b. The RFP shall specify the minimum qualifying score for the quality of technical proposal and also the relative weightages to be given to the quality and cost (determined for each case depending on the relative importance of quality vis-a-vis cost aspects in the assignment, e.g. 70:30, 60:40, 50:50 etc).

- c. Range of weighting of scores for QCBS as per complexity of the assignment shall be as follows:-

Description	Remarks	Quality/Cost Score Weighting (%)
High complex/ downstream consequences/ specialized	Use QCBS with higher technical weightage assignments	<b>80/20</b>
Moderate complexity	Majority of cases will follow this range. Use QCBS	<b>70/30</b>
Assignments of a standard or routine nature.	Use of LCS is appropriate. But QCBS can also be used.	<b>60-50/40-50</b>

- d. Quality/Cost Score weighting different from 70:30 (seventy: thirty) should be adequately examined and justified. For Moderate/High Complex assignments, approval for adopting the Quality/Cost Score weighting shall be obtained from the Competent authority justifying the complexity of the assignment.
- e. **Evaluation of Technical Score :** Minimum qualifying marks 75 (Seventy five) out of maximum 100 (hundred) marks as qualifying benchmark for quality of the technical proposal shall be prescribed and indicated in the RFP Bid Document along with a scheme for allotting marks for various technical criteria/ attributes. Bids scoring less than the minimum threshold shall not be considered for further evaluation. Proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical scores that are proportional to their marks, with respect to the highest technical marks.
- f. **Evaluation of Financial Score:** Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.
- g. **Weighted QCBS Score:** The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H 2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract. The example of such scoring is provided under **Annexure-B**.
- h. **QCBS Formula:** In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = (C \text{ low}/C) * X + (T/ T \text{ high})*(1-X)$$

**Where**

C = Evaluated Bid Price

C low = The lowest of all Evaluated Bid Prices among responsive Bids

T = The total Technical Score awarded to the Bid

T high = The Technical Score achieved by the Bid that was scored best among all responsive Bids

X = Weightage for the Price as specified in the Bid Data Sheet (BDS)/ Request for proposal (RFP)

- (6) Draft contract shall be as per proforma in Annexure C, if not specified in request for proposal (RFP).

**10. Receipt of proposals**

- (1) Enough time shall be allowed for the Consultant to prepare and submit their proposals which shall not be less than 21 days from the date of publication of Request for Proposal during which period firms may seek clarifications about the information provided in the Term of Reference (TOR).
- (2) The Commission may decide to extend the deadline for submission of proposals, as deemed appropriate by it.
- (3) The proposals shall be submitted in sealed envelope. Where the Commission prescribes that separate technical and financial proposals are to be submitted, they shall be furnished in separate sealed envelopes.

**11. Technical Evaluation**

- (1) The Commission shall prescribe the qualifying technical, Commercial and experience criteria for each consultancy assignment and in all cases where the Commission decides to invite technical and financial proposal separately, financial proposal shall be opened only of those consultancy firms who meet the technical qualifying requirements prescribed by the Commission for a particular assignment as under.
- a. Technical evaluation will be done by a Evaluation Committee nominated by the Commission taking into account the following criteria. Weights in the following percentage will be used by the technical committee to calculate the weighted average technical score for each proposal :-

<b>Table A</b>	
<b>Criterion</b>	<b>Weightage</b>
The Consultants relevant experience for the assignment	40
the Proposed approach Methodology, work plan, and understanding of requirements.	20
The Qualification and adequacy of experience of Key Staff	40

- b. Where the assignment depends critically on the performance of the key staff, the proposal shall be evaluated on the qualifications of the individuals proposed to be appointed using the following criteria:-
- i. **General qualifications:** General education and training, length of experience, positions held, time with the consulting firms as staff, experience in developing countries etc.
  - ii. **Adequacy for the assignment:** Education, training, experience in the specific sector, field subject and relevance to the particular assignment.
  - iii. **Regional Experience:** Knowledge of the administrative system, organization and culture at the local/regional level.
- (2) The consultancy firms meeting the minimum technical qualifying marks as decided by the Commission shall be informed about the date and time of opening of the financial proposal. Sufficient time shall be given to such consultancy firms to be present at the time of opening of financial proposals if they so desire. In case of Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the terms of reference, financial proposals shall be returned unopened after completion of the selection process.
- (3) The scheme of marking or its application may be subjective: A system of grading responses and their marking for each criterion may be laid down in the bidding documents and approved by the Commission. The scheme of marking for each criterion in Table-A should be laid down in the bidding document.

## 12. Financial Evaluation

- (1) The financial proposals of the pre-qualified Consultants will be opened by the committee in presence of consultants or their representatives whose bids are short listed for financial evaluation. The proposed prices shall be readout. The details shall be recorded in minutes of the proceedings.
- (2) A review of the financial proposals shall be done. Arithmetical errors will be corrected. The cost will be converted to a single currency using uniform selling (exchange) rates.
- (3) (i) In case of Least Cost System (LCS), the consultancy firm quoting the minimum financial price shall be awarded the contract.
- (ii) In case of Quality and Cost Based Selection (QCBS); the successful bidder shall be selected as per the method given in Regulation 9(5) of these Regulations.
- (4) In case the lowest bidder does not respond within the stipulated time then the Commission may call the second lowest financial bidder and so on. For this purpose, Commission may appoint a Negotiation Committee which will negotiate with bidders if required.
- (5) The Commission may reject all proposals if they are found to be unresponsive or unsuitable either because they represent major deficiencies in complying with the Term of Reference (TOR) or they involve cost substantially higher than the original estimate.

### **13. Selection of Counsel in legal matters**

- (1) Individual Counsel will be appointed for assignments for which teams of personnel are not required, no additional outside (home/office) professional support is required and where the experience and qualifications of the individual are the paramount requirement.
- (2) Individual Counsel will be selected on the basis of their qualifications for the assignment. They may be selected on the basis of references or through comparison of qualifications among those expressing interest in the assignment or approached directly by the Commission. Capability will be judged on the basis of academic background, appropriate experience, knowledge of local conditions, administrative system and government organization.
- (3) The Commission may, at its discretion, and where deemed necessary, appoint Standing Legal Counsel pursuant to Regulation 13A.

#### **13 A. Appointment of a Standing Legal Counsel**

##### **a. Terms of Appointment:**

- (i) The Standing Legal Counsels shall be appointed by the Madhya Pradesh Electricity Regulatory Commission for Supreme Court, High Court and Tribunal. The number of the Standing Legal Counsels to be appointed shall be determined by the Commission depending upon volume of work. In such cases, one of the Standing Legal Counsels shall be designated as Principal Standing Legal Counsel, otherwise the single Standing Legal Counsel shall be the Principal Standing Legal Counsel.
- (ii) (a) An Advocate with not less than total 10 years standing at High Court/Supreme Court/both Bar shall only be appointed as Standing Legal Counsel in High Court and Supreme Court.  
(b) They must have experience in dealing the cases related with the Acts and Rules of Electricity.
- (iii) The appointment shall be for a period of three years or less in the first instance and may be continued for such further periods from time to time as the Commission may by order direct.
- (iv) The services of Standing Legal Counsel shall be terminable on serving of one month notice in writing by either side.
- (v) The Commission reserves its right to engage any other Advocate in any specific case either before the High Court or any other Court or Tribunal or Forum depending on the nature of case and the specialization possessed by such Advocate in the Subject relating to such case.

##### **b. Appointment of a Senior Counsel/Junior Counsel:**

The Commission, may if it so desires or on the advice of the Standing Legal Counsel, engage a Senior/Junior Counsel in any case in Tribunal or any Court.

##### **c. Duties:**

The duties of the Principal Standing Legal Counsel shall be as follows:

- (a) To tender advice and opinion to the Commission and its functional heads in all matters involving legal implications as and when required.

- (b) To prepare, settle and scrutinize agreements, deeds and other documents of legal nature as may be referred to him by the Commission or its functional heads.
- (c) To prepare affidavits, counter affidavits, petitions, statement of cases and all other connected documentation in which he appears on behalf of the Commission.
- (d) To appear on behalf of the Commission in all cases or classes of cases assigned to him, where the Commission is a party or its interests are involved before the Supreme Court/High Court and when so required, before Tribunal.
- (e) To appear personally as far as possible, in cases entrusted to him and leave the cases to Juniors only in unavoidable and unforeseen contingencies and that too with the prior consent of the Commission.
- (f) To perform such other work of legal nature as may be entrusted to him by the Commission from time to time.

**d. Principal Standing Legal Counsels not to represent interests adverse to the Commission:**

The Principal Standing Legal Counsel shall not appear against the Commission in any case or represent or give opinion or advice to others in any matter adverse to the interests of the Commission.

**e. Honorarium:**

The Principal Standing Legal Counsel for High Court shall be paid a retainer fee of Rs. 10,000/- per month towards his duties as mentioned in Regulation No. "13 A. c. (Duties)" above. This shall be payable in addition to the fee as prescribed for Standing Legal Counsel.

**f. Fees:**

1. The Standing Legal Counsel or any other Senior Counsel, Junior Counsel engaged shall be paid the fees as prescribed in the Schedule as per Annexure A enclosed in respect of all Legal Proceedings in Court/tribunal as the case may be. The Commission can also order for payment of higher fees than fixed in the Schedule, if the nature of the case and the labour and time spent by the Standing Counsel in a particular case deserves the same.
2. The Commission shall have power to amend the Schedule from time to time. The Commission may issue Schedule for fee from time to time.
3. Fee shall not normally be paid in advance. Whenever the counsel requires payment of fee in advance, one third of the fee to which he is entitled as per schedule, may be paid in advance.

**g. Payment of Reasonable fees when engagement becomes terminated in pending cases:**

In case the engagement of the Standing Legal Counsel is necessary to be terminated either by reason of resignation or giving up of the case by the Commission or by the expiry of the term or by the Commission terminating the services of the Standing Legal Counsel for any reason and case is still pending, the Commission shall have the full discretion to fix such fees as it considers reasonable having regard to the work done in the case or cases till the date of such termination of service.

#### **14. Other terms and conditions**

- (1) Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients or that may place them in a position of not being able to carry out the assignments objectively and impartially.
- (2) The Consultants shall work under the control and supervision of the Chairperson of the Commission or Officers as may be authorized by him, but shall be liable to furnish his / her independent professional expert opinion.
- (3) The Consultant(s) shall submit their report/advice to the Chairperson.
- (4) The Consultant will not be an officer of the Commission in terms of the Act or Rules or Regulations but other terms of appointment of the consultant in addition to consolidated remuneration and other conditions given in these Regulations, shall be such as may be decided by the Commission.
- (5) In case of noncompliance of the Regulations and Orders of the Commission, the Commission may take suitable action as per the provisions under the Act., Rules and Regulations or the Commission may deem any other action as proper.
- (6) The Commission shall have full right to appoint a Consultant or terminate, curtail or extend the terms of any Consultant at its sole discretion.

#### **15. Saving of inherent power of the Commission**

Nothing in these provisions shall bar the Commission from adopting a procedure which is at variance with any of the provisions of these Regulations, if the Commission, in view of the special circumstances of the matter or class of matters and for reasons to be recorded in writing, deems it necessary or expedient to depart from the procedure prescribed in the Regulations.

#### **16. General power to amend**

The Commission may at any time and on such terms as it may think fit amend any provision of these Regulations for the purpose of meeting the objectives with which these Regulations have been framed.

#### **17. Power to remove difficulties**

If any difficulty arises in giving effect to any of the provisions of these Regulations the Commission may, by general or special order, do anything, not being inconsistent with the provisions of the Act, which appears to it to be necessary or expedient for the purpose of removing the difficulties.

#### **18. Interpretation**

If any question arising relating to the interpretation of these Regulations, it shall be referred to the Chairperson, whose decision thereon shall be final.

#### **19. Repeal and Savings**

- (1) The Madhya Pradesh Electricity Regulatory Commission (Appointment of Consultants) (Revision- I) Regulations, 2009 is hereby repealed.
- (2) Notwithstanding the repeal of the Regulation referred to in sub-section (1), it shall not-
  - (a) Revive anything not in force or existing at the time at which the repeal takes effect; or
  - (b) Affect the previous operation of any enactment so repealed or anything duly done or

suffered thereunder; or

- (c) Affect any right, privilege, obligation or liability acquired, or accrued or incurred under any enactment so repealed.
- (3) Notwithstanding such repeal, anything done or any action taken under the said Regulation shall be deemed to have been done or taken under the corresponding provisions of this Regulation.
- (4) The mention of particular matters in sub-section (2) shall not be held to prejudice or affect the general application of section 10 of the Madhya Pradesh General Clauses Act,1957 with regard to the effect of the repeal.

**(By Order of the Commission)**

**Dr. Umakanta Panda**  
**Commission Secretary**

**ANNEXURE- A**

**SCHEDULE OF PROFESSIONAL FEE ETC. PAYABLE TO COUNSEL ENGAGED IN COMMISSION'S CASES**

<b>S. No.</b>	<b>PARTICULAR (Cases)</b>		<b>FEE (in Rs.)</b>
<b>i.</b>	1.	High Court Cases	18,000/- for advocate & 36,000/- for Sr. advocate
	2.	Cases in Tribunal	As decided by the Commission on case-to-case basis
	3.	Supreme Court Cases	As decided by the Commission on case to case basis
<b>ii.</b>	In each case an amount of Rs. 2,000/- shall be paid toward miscellaneous expenses like stamp on vakalatnama, court fee, typing etc.		
<b>iii.</b>	<b>Journey Expenses</b>		
	a)	For Senior Counsel	As admissible to Joint Director level officers of the Commission.
	b)	For other Counsel	As admissible to Deputy Director level officers of the Commission.
<b>iv.</b>	<b>Daily Allowances</b>		
	a)	For Senior Counsel	As admissible to Joint Director level officers of the Commission.
	b)	For other Counsel	As admissible to Deputy Director level officers of the Commission.
<b>v.</b>	<b>Accommodation Charges</b>		
	a)	For Senior Counsel	Accommodation charges as admissible to Joint Director level officers of the Commission subject to production of original receipts
	b)	For other Counsel	Accommodation charges as admissible to Deputy Director level officers of the Commission.
<b>vi.</b>	<b>Fee for appearance in Supreme Court</b>		
	<b>For Sr. Counsel</b>		
	a)	For effective hearing	Rs. 9,000/- per appearance, for single case.
			Total Rs. 13,500/- (9,000/- + 50% of appearance i.e. Rs. 4,500/-), for two similar tagged/clubbed cases per appearance.
			Total Rs. 18,000/- i.e. twice of appearance fee per appearance in more than two tagged/clubbed cases.
	b)	For non-effective hearing	Rs. 2,000/- per appearance for single or more tagged/clubbed cases.
	<b>For Junior Counsel</b>		
	a)	For effective hearing	Rs. 5,500/- per appearance, for single case.
	b)		Rs. 8,250/- (5,500/- + 50% of Rs. 5,500- ie. Rs. 2,750/-), for two tagged / clubbed cases per appearance.
	c)		Rs. 11,000/- i.e. twice of appearance fee per appearance in more than two tagged/clubbed cases.

S. No.	PARTICULAR (Cases)		FEE (in Rs.)
	a)	For non-effective hearing	Rs. 1,000/- per appearance, for single case
	b)		Total Rs. 1,000/- per appearance in two or more than two tagged/clubbed cases.
<b>vii.</b>	<b>Fee for appearance in High Court / Tribunal / National Tribunal</b>		
	<b>For Sr. Counsel</b>		
	a)	For effective hearing	Rs. 6,600/- per appearance, for single case
	b)		Total Rs. 9,900/- (6,600/- + 50% of appearance i.e. 3,300/-) for two tagged / clubbed cases per appearance.
	c)		Total Rs. 13,200/- i.e. twice of appearance fee per appearance in more than two tagged/clubbed cases.
	a)	For non-effective hearing	Rs. 1,200/- per appearance, for single case.
	b)		Total Rs. 1,200/- per appearance for two or more tagged/clubbed cases.
	<b>For Junior Counsel</b>		
	a)	For effective hearing	Rs. 4,200/- per appearance, for single case.
	b)		Rs. 6,300- (4,200/- + 50% of Rs 4,200/- i.e. Rs. 2,100-) for two similar tagged / clubbed cases.
	c)		Rs. 8,400/- i.e. twice of appearance, fee per appearance in more than two tagged/clubbed cases.
	a)	For non-effective hearing	Rs. 1,000/- per appearance for single case or more tagged/clubbed cases.
<b>viii.</b>	<b>Fee for Legal Opinion</b>		
	For Sr. Counsel		Rs. 7,500/- including all expenses towards typing, etc.
	For Junior Counsel		Rs. 4,000/- including all expenses towards typing, etc.

**Note- 1.** Definition of Sr. Counsel- Counsel who has been designated as Sr. Advocate by Hon'ble High Court / Supreme Court.

**2.** The Commission, if found appropriate, may fix any Fee, on case-to-case basis, for any work mentioned in this schedule, other than the prescribed fee mentioned against that work.

**ANNEXURE-B**

**Example illustrating the evaluation of QCBS**

1) In a particular case of selection of consultants, it was decided to have minimum qualifying marks for technical qualifications as 70 (Seventy) and the weightage of the technical bids and financial bids was kept as 70:30 (Seventy:Thirty). In response to the RFP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks as under:

- a) A: 75 Marks
- b) B: 80 Marks
- c) C: 90 Marks

2) The minimum qualifying marks were 70 (Seventy) thus, all the three proposals were found technically suitable. Using the formula  $T/Thigh$ , the evaluation committee awards the following technical points:

- a) A:  $75/90 = 83$  points
- b) B:  $80/90 = 89$  points
- c) C:  $90/90 = 100$  points

3) The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

- a) A: Rs.100.
- b) B: Rs.104.
- c) C: Rs.106.

4) Using the formula  $C\ low/C$ , the committee gave them the following points for financial proposals:

- a) A:  $100/100 = 100$  points
- b) B:  $100/104 = 96$  points
- c) C:  $100/106 = 94$  points

5) In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

- a) Proposal A:  $83 \times 0.70 + 100 \times 0.30 = 88.10$  points.
- b) Proposal B:  $89 \times 0.70 + 96 \times 0.30 = 91.10$  points
- c) Proposal C:  $100 \times 0.70 + 94 \times 0.30 = 98.20$  points.

6) The three proposals in the combined technical and financial evaluation were ranked as under:

- a) Proposal A: 88.10 points: H-3
- b) Proposal B: 91.10 points: H-2
- c) Proposal C: 98.20 points: H-1

7) Proposal C at the evaluated cost of Rs.106 (Rupees One hundred and six) was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

**ANNEXURE- C**

ARTICLES OF AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN \_\_\_\_\_ of the one part and the M.P. Electricity Regulatory Commission (herein after called "the Commission") of the other part, WHERE AS the Commission has engaged the party of the first part as a Consultant and the party of the first part has agreed to provide the consultancy services to the Commission, on the terms and conditions hereinafter contained.

NOW THESE PRESENT WITNESSES and the parties hereto respectively agree as follows:

1. The party of the first part shall submit itself to the orders of the Commission and of the officers and authorities under whom it may from time to time be placed by the Commission.
2. The party of the first part shall complete the assignment as contained in Annexure-I within a period of one month commencing from \_\_\_\_\_
3. The party of the first part shall be paid as under :
4. The schedule of payments shall be as under:
5. No TA/DA shall be admissible to the party of the first part for local journey in connection with the consultancy assignment.
6. The party of the first part shall not disclose to any authorized person any information and data that may be supplied to it by the Commission or by any other organization under the directions of the Commission. All such documents or any information, that may have come to its knowledge directly or indirectly by virtue of the assignment, shall be the property of the Commission.
7. The party of the first part undertakes that this assignment shall not be in conflict with its prior or current obligation to other clients not shall it place it in a position of not being able to carry out the assignments objectively and impartially.
8. In case of any default on the part of the party of the first part in completion of the work within the time schedule agreed to between the parties as herein above, the party of the second part shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part.
9. In case of any difference or dispute between the parties arising out of this Agreement, it shall be referred for arbitration to a person nominated by the Commission. The proceedings shall be subject to the Arbitration and Conciliation Act, 1996, as amended from time to time.
10. The payment of fee to the party of first part shall be made by the Commission after the

deduction of tax at source in accordance with law for the time being in force.

11. The Commission reserves its rights to foreclose, terminates or cancel the engagement of the Consultant without assigning any reasons. In such cases, party of the first part shall be paid remuneration after taking into consideration the part of work completed prior to such foreclose, termination or cancellation of the engagement as may be decided by the Commission, and the decision of the Commission shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such cases.
  
12. In respect of any matter for which no provision has been made in this agreement, the provisions contained in the general instructions of the Government on the subject of engagement of consultants shall apply.

In witness whereof the party of the first part and \_\_\_\_\_ to the Commission on behalf of the Commission have hereto put their hands on the day and the year first above written.

Signed by \_\_\_\_\_ for \_\_\_\_\_ the party of the first part in the presence of \_\_\_\_\_.

Signed by \_\_\_\_\_ the \_\_\_\_\_ to the Commission for an \_\_\_\_\_ on behalf of the Commission in the presence of \_\_\_\_\_.