

CENTRAL ELECTRICITY REGULATORY COMMISSION
Upper Ground Floor, Chanderlok Building, 36, Janpath, New Delhi – 110 001
Tel : 23353503/ Fax : 23753923

No. L-1/249/2019/CERC

Dated 29th October, 2019

Subject: Engagement of Corporate Consultants for providing inputs for tariff determination by the Central Electricity Regulatory Commission

In response to queries raised by the participants in the pre-bid conference and thereafter, the following clarifications/amendments are hereby issued.

a. The Srl. No. 5 of Annexure-II shall be read as under:-

“Certificate of authorization (As at Appendix-A)”

b. Appendix-A to the TOR is amended. The revised Appendix-A is enclosed.

c. Clause (a) of the Annexure-III to the TOR is amended as follows:-

“a) the Corporate Consultant has not undertaken any consultancy service or assignment or given any advice either directly or indirectly on tariff petitions that are part of the present assignment.”

d. The last date for submission of bids is extended upto 1500 hrs. on 8.11.2019. The Technical Bids will be opened by the Tender Opening Committee, CERC on 8.11.2019 at 1600 hrs. in the Conference Hall at Upper Ground Floor, Chanderlok Building, 36 Janpath, New Delhi-110001 in the presence of bidders or their representatives.

2. The Commission's response to the queries of the interested bidders is given in the Annexure to this letter. The interested bidders are advised to go through the clarifications given in the said Annexure.


(Sachin Kumar)
Assistant Secretary (P&A)

Encl.: as above



Appendix-A

CERTIFICATE

The undersigned is authorized to sign the bid. The undersigned also agrees to abide by the conditions of the Agreements.

Signature of the authorized person
of the Corporate Consultant

Name and Designation

Date

Official stamp of the
Corporate Consultant



Reply to Queries to Terms of Reference for “Engagement of Corporate Consultants for providing inputs for tariff determination by the Central Electricity Regulatory Commission”

Clause Reference	Query/Proposal from Prospective Bidders	CERC Reply												
Clause 3.1	<p>As per the referred annexure and the clause, we understand that the petitions that would be filed would vary from petitioner to petitioner. There might be situations where the Petitioner would file individuals petitions for each aspects of clause 3.1.1, 3.1.2 and 3.1.3 respectively or in alternate file a combined petition comprising all the three clauses. Also, there might be some petitioner who might file only true up petition or a MYT petition. Hence, in all the cases the effort that would be spent by the consultant would very different for each petition.</p> <p>Considering that the efforts spent by consultant will be dependent to the type of petition, we request the following structure to be allowed/ included in the financial format – Annexure II</p> <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Particulars/Tasks</th><th>Fee Per Petition (Rs)</th></tr> </thead> <tbody> <tr> <td>1</td><td>Any petition for revision of tariff for 2001-04, 2004-09, 2009-14 tariff periods</td><td></td></tr> <tr> <td>2</td><td>Any petition for True up for 2014-19 Tariff Period</td><td></td></tr> <tr> <td>3</td><td>Any petition for MYT for 2019-24 Tariff Period</td><td></td></tr> </tbody> </table> <p>Please also provide a provision for consultant to quote separately for Generation and Transmission Tariffs.</p>	Sr. No.	Particulars/Tasks	Fee Per Petition (Rs)	1	Any petition for revision of tariff for 2001-04, 2004-09, 2009-14 tariff periods		2	Any petition for True up for 2014-19 Tariff Period		3	Any petition for MYT for 2019-24 Tariff Period		<p>As per clause 3.4 (c) of the TOR, the bidder shall quote rate per petition for completion of work related with each petition. Separate rate will not be entertained and the offer is liable to be treated as non-responsive.</p>
Sr. No.	Particulars/Tasks	Fee Per Petition (Rs)												
1	Any petition for revision of tariff for 2001-04, 2004-09, 2009-14 tariff periods													
2	Any petition for True up for 2014-19 Tariff Period													
3	Any petition for MYT for 2019-24 Tariff Period													

	We request the Commission to allow submission of different quotes for the 3 types of petitions mentioned in clause 3.1 of the RFP.	
	It is requested to include a clause for allowance of extra amount for multiple true-ups pending for the previous control periods	
	It is requested to add a clause for differential pricing for provisional tariff based anticipated COD for the same	
	It is requested to include a clause for allowance of 15-20% of the quoted amount for additional Writ Petition work.	As per Clause 6.5 of the TOR.
Clause 3.3 (a)	<p>The contract period proposed in the RFP is of 1 year duration with possibility of another 1 year extension.</p> <p>i. We request the Commission to clarify if the support required for the Review or Appeal or Writ Petition would be for this contract period itself.</p>	As per Clause 3.2.3 (e) of the TOR.
Clause 3.4 (c)	<p>It is requested to clarify how the billing shall be carried out under the following cases.</p> <ol style="list-style-type: none"> 1. Combined Petition filed seeking truing up of FY 2014-19 and tariff for FY 2019-24 for transmission asset/Generating Station – Whether it will be treated as one Petition or two Petitions. 	As per Clause 3.1.2 of the TOR.
	<ol style="list-style-type: none"> 2. Whether Petition seeking computation of provisional tariff on anticipated COD shall be awarded to consultant, if yes whether the same shall be considered as Petition for billing purposes. 	It is part of the petitions mentioned at Clause 3.1.3 of the TOR.
	<ol style="list-style-type: none"> 3. If a consultant is handed over an on-going Petition for which part of work has already been carried out. 	No on-going petition will be allotted.
	The Commission may provide number of expected petitions under each type which could also be used for calculating weighted average quote for financial evaluation.	The expected petitions under each category are not known to the Commission at this stage. However, the

		transmission tariff and generation tariff petitions may be approximately in the range of 80:20 ratio. The said ratio is subject to change based on the filings by the stakeholders.
Clause 4.1	It is suggested that the period for providing inputs for defending Review or Appeal or Writ Petition may be limited to 3 months beyond the duration of the Contract.	As per Clause 3.2.3 (e) of the TOR.
	Please note that the RFP specifies the extension of the contract period for one more year, however, the agreement is inconsistent with this requirement. We request to amend the Agreement clause so that the extension period of maximum one more year is specified.	Clause 3 of the Agreement at Annexure IV shall prevail.
Clause 4.2	We understand the Consulting Firms are required to submit their deliverables in soft copies (excel and word copy) for consideration of the Commission. No paper printed deliverables are required to be submitted. Kindly confirm.	The required stationery and a printer for printing deliverables (hard copy) will be provided by the Commission.
	Timeline for different activities are very stringent, kindly provide the suitable time.	The timeline shall be as per Clause 4.2 of the TOR.
	Whether different quotes can be given for generation Orders & transmission Orders? This is in context that additional efforts are already envisaged for generation Orders under Sr.1 of table in 4.2.1, wherein for initial scrutiny of Generation Petition 10 days are allowed and for transmission it is 5 days.	As per clause 3.4 (c) of the TOR, the bidder shall quote rate per petition for completion of work related with each petition. Separate rate will not be entertained and the offer is liable to be treated as non-responsive.
Clause 4.2.1 (4)	The existing timeframe of five days is very less considering the large number of petitions to be reviewed in parallel. We request the Commission to allow a period of 14 working days for completion of the said milestone.	The timeline shall be as per clause 4.2 of the TOR.
Clause 4.2.2	It is requested to change the maximum	



	<p>liability on account of any delay in work to 5% from present 10%.</p> <p>0.5% penalty per day will be levied for value of work executed after the due date subject to a ceiling of 2 % of contracted amount.</p> <p>We request the Commission that the penalty clauses should trigger only if the delay is determined to be on account of reasons solely attributable to the bidder.</p>	The penalty shall be as per Clause 4.2.2 of the TOR.
Clause 4.3	<p>It is requested to clarify the approximate number of Fresh Petitions that the consultant shall be given each month.</p> <p>Team mentioned in your tender documents needs to work in your office or in our office.</p>	<p>The number of petitions in a month would depend on listing and cannot be known upfront.</p> <p>As per Clause 3.4 (d) of the TOR.</p>
Clause 5.1	<p>It is requested to clarify how the accounting of number of assignments shall be done under the following cases:</p> <p>1) If under same work order/assignment consultant has processed multiple petitions. For. e.g., if a work order has been awarded to process 100 petitions or file 100 petitions shall it be counted as 100 assignments or one assignment.</p> <p>2) If a consultant has been awarded work/Contract on retainership basis for 2 years and has carried out processed multiple petitions or filed multiple Petitions (say for eg. 2) through same Work Order/Contract. Whether the same will be considered as Single Assignment or Two assignments.</p>	As per Clause 5.1 of the TOR. Both the cases will be considered as one assignment.
Clause 5.2	<p>a) It is requested that the firm should be judged on the basis of its experience and quality of manpower and not on the turnover of firm, especially being a condition of Qualification criteria. The firm may have turnover from construction business also i.e. the firm may have turnover from non-power sector business also.</p> <p>b) Instead of turnover condition, EMD</p>	The qualification criteria specified in Clause 5 of the TOR shall be applicable.

	<p>or Security deposit may be introduced to safeguard the Hon'ble Commission interest against any kind of Non Completion or Non-performance of task by consultant.</p> <p>c) Putting forth such condition of Rs. 5 crore turn over will simply eliminate the healthy competition. Despite of adequate experience of more than 150 ARR/MYT/Tariff Petitions/Orders, we will not be eligible for aforesaid tender.</p> <p>Finally, in case CERC do not remove such condition from Qualification criteria.</p>	
	<p>Second option is that a joint venture/ consortium may be allowed whereby we can meet the criteria of turnover. The second party shall meet the turn over requirement.</p>	<p>Consortium/ Joint Venture is not envisaged in the TOR.</p>
	<p>We request the Commission to increase the experience requirement under qualification criteria, if required, but please remove the turnover conditions, which shall eliminate the healthy Competition.</p> <p>Alternatively, the Commission may impose a security deposit condition or joint venture may be allowed to meet such condition.</p>	<p>The qualification criteria specified in Clause 5 of the TOR shall be applicable.</p>
	<p>In Consulting Business, Experience of the Company and the qualified manpower availability is more important than Turnover. We therefore request the Hon'ble Commission to introduce a Security Deposit Bank Guarantee of Rs. 5 lakh as done by MERC in Maharashtra and delete the Turnover requirement.</p>	<p>The qualification criteria specified in Clause 5 of the TOR shall be applicable.</p>

Clause 5.3	<p>a. It is highlighted that the corporate consulting firms typically have engineering and management graduates for delivering the work and no in-house lawyers are available. In the Regulatory Advisory jobs, these firms hire external lawyers for specific legal assistance. Hence, we request that either the requirement of "one graduate in law" is removed as a RFP requirement or "external resource – lawyer or legal firm" may be allowed to be proposed by the bidders. Via our long standing experience, we feel that in the tariff assignments resource with engineering and management qualifications deliver the work and negligible utilization of legal resource or lawyer is utilized.</p> <p>b. We request that the Hon'ble Commission to allow MBA (Finance) or equivalent apart from CA/ ICAI (Cost)/ CFA</p>	As per clause 5.3 of the TOR.
	<p>The Corporate Consultant shall deploy at least five (5) personnel with at least one Each in areas of Finance, Engineering (Mechanical/Electrical) and Law. Such personnel should have requisite professional qualifications along with relevant experience of tariff determination. The Corporate Consultant team should consist of at least one graduate in Engineering, one graduate in Law and one having CA/ICAI(Cost)/CFA/ <u>MBA (Finance) or equivalent</u> qualification</p>	
	<p>It is requested to clarify whether a consultant having legal background should be deployed at the commission's office on full time basis. Legal personnel is required to vet the orders which will be provided by us as asked in the scope of work. It is expected that the requirement shall be on a part-time basis. We therefore request you to modify the requirement of deployment at Commission's office for the Legal team member to</p>	<p>As per Clauses 5.3 and 5.5 of the TOR. A graduate in Law with relevant experience as per Clause 5.3 of the TOR shall be placed on full time and regular basis in the Commission as per Clause 3.4 (d).</p>

	availability on need basis.	
	Further, since we are a professional consultancy services firm, we do not have any personnel with a law degree on our payroll. It is requested to clarify whether a bidder can enter into a consortium / sub-contract with a Lawyer/Law Firm for the purpose of the assignment.	Consortium/ sub-contract is not envisaged in the TOR.
	<ul style="list-style-type: none"> • It is requested to add MBA/PGDM Finance in addition to CA/ICAI(Cost)/CFA personnel qualification • It is requested that you rate a personnel higher if he/she is a MBA/PGDM Finance with an Engineering degree, especially in Mechanical/Electrical 	As per Clauses 5.3 of the TOR.
	<p>We request the Commission to clarify if only 5 CVs would be technically evaluated or higher score would be given for submission of more number of CVs.</p> <p>Also we believe that given the significant volume of scope of work, a team of at least 8 personnel should be considered and evaluated by the Commission.</p> <p>Further a team structure should be created with at least two personnel having experience of more than 7 years and 4 personnel having experience of atleast 2 years, of working on power sector related assignments.</p> <p>We also request the Commission to allow B.Com + MBA in finance for meeting the education qualification of the Finance person in the team.</p>	As per Clause 5.3 of the TOR, atleast five personnel with atleast one each in Finance, Engineering and Law with requisite professional qualification and relevant experience shall be deployed in the Commission on regular basis. The team of these 5 personally will be evaluated. However, as per Clause 4.3, the bidder has to deploy adequate manpower as per the requirement to ensure timely deliverables.



	<p>The Corporate Consultant shall deploy atleast five (5) personnel with at least one Each in areas of Finance, Engineering (Mechanical/Electrical) and Law. Such personnel should have requisite professional qualifications along with relevant experience of tariff determination. The Corporate Consultant team should consist of at least one graduate in Engineering, one graduate in Law and one having CA/ICAI(Cost)/CFA/MBA (Finance) or equivalent qualification</p>	
Clause 5.5	<p>We request the Commission to allow partial deployment of legal expert in the team.</p> <p>To prevent Corporate Consultants from outsourcing key tasks involved in the assignments, we request the Commission to allow only 2 contractual staff on the team of the Corporate Consultant which would ensure quality and timely delivery of work.</p>	<p>A graduate in Law with relevant experience as per Clause 5.3 of the TOR shall be placed on full time and regular basis in the Commission as per Clause 3.4 (d) of the TOR.</p>
Clause 6.0	<p>We request the Commission to provide a period of 'deemed acceptance' post submission of draft deliverables.</p>	<p>The TOR does not envisage the same.</p>
Clause 6.2	<p>It is highlighted that the consulting firms will deploy substantial manpower and spend efforts while preparing the Tariff model/Order. During this delivery of work, there may be delays in each process such as delay in reply on queries by the Petitioner, delay in approval/disposal of the Order by the Hon'ble Commission, delay in posting the Order in the website, etc. These delays may generally not attributable to the corporate consulting firm, but the consultant remains unpaid for the effort spent. Therefore, we request that the Hon'ble Commission considers a milestone basis payment structure. The following payment milestones may be adopted:</p> <ol style="list-style-type: none"> 1. 40% of the fee after public hearing 2. 60% on disposal and posting of 	<p>As per clause 6.0 of the TOR.</p>

	<p>the Order on the website of the Commission.</p> <p>The above payment milestones can be per petition basis and can be billed first week of every month for the work/milestones completed in the previous month</p> <p>We understand that each petition would stretch for a period of 3-4 months depending on the data submissions, etc. by the utilities. However, the payment would only be done on issuance of the Order. Therefore, we request the Commission to allow a 20% advance payment for the petitions awarded in a given month.</p>	
Clause 6.4	<p>It is suggested that the payment be made within 30 days from the submission of Invoice complete in all respect.</p> <p>Further, with regard to 10% withholding amount it is suggested to keep an end date (i.e., latest by 3 months from the end of the Contract Period) for release of withholding amount.</p> <p>Further, successful completion of the assignment may be defined to avoid any ambiguity with regard to release of 10% withholding payment.</p>	As per clause 6.0 of the TOR
	<p>It is requested that a provision of upfront advance of 10% should be included upon mobilization of the team. The mobilization advance may be secured by an Advance Bank Guarantee valid for a duration of 3 months from mobilization</p>	As per clause 6.0 of the TOR
	<p>We request the Commission to remove the provision for withholding 10% of the amount, as the total duration of assignment may extend beyond one year stipulated time due to filing of Appeals, Writ Petition etc.</p>	As per clause 6.0 of the TOR
Clause 6.5	<p>It is requested to clarify as to what will be the date of closure of Contract as typically the Appeal or Writ Petition gets extended beyond one or two years which is the duration of the Contract.</p>	As per Clause 3.2.3 (e) of the TOR.



	We request the Commission to kindly clarify whose office premise is being referred to here.	As per Clause 3.4 (d) of the TOR.
	The contract period proposed in the RFP is of 1 year duration with possibility of another 1 year extension. i. We request the Commission to clarify if the support required for the Review or Appeal or Writ Petition would be for this contract period itself.	As per Clause 3.2.3 (e) of the TOR.
	ii. Further, we request the Commission to consider additional payment of 10% of petition amount for providing this support.	As per Clause 6.5 of the TOR.
Clause 7.1	<ul style="list-style-type: none"> • The Undertaking language states that the Consultant should not be rendering any advice, directly or indirectly, to those organizations whose tariff would be determined by CERC. Professional services firms like PwC render a plethora of services to such clients which are not in the nature of filing tariff petitions such as Bid Advisory, M&A, Taxation, Policy Advocacy etc. The nature of work in these assignments would not be in conflict to the work expected in tariff orders. It is therefore suggested that the language be modified to restrict the scope of subject consultancy services so rendered to only tariff petition filing related assignments, while excluding any other assignments not relevant to tariff petitions. • Further, any assignments taken up in the past, where the final deliverables have been given to the client, should be beyond the purview of this declaration. We therefore request you to change the language to ensure only current obligations are covered in the purview of this declaration. 	Conflict of interest will be in relation with the present/on-going assignments. However, the bidder has to disclose /notify the Commission about possible or potential conflict of interest which may result from any of the assignments/activities as per TOR. If the consultants find that any petition assigned to them is conflicting with their on-going/present assignments directly or indirectly, they will notify the same to the Commission immediately.

	<ul style="list-style-type: none"> • It is also requested to allow the bidders to give this declaration along with another list of potential assignment conflicts (e.g. for PwC shared below). The Commission can then keep these conflicts in mind while determining the split while awarding the final assignment. 	<p>May do so.</p>
	<ul style="list-style-type: none"> • The undertaking format in Annexure III, which is supposed to be read with Section 7, does not give any format for disclosure of current assignments with other clients, which may please be provided. <p>E.g.: PwC is currently engaged by PTCUL on submission of petition of UITP before the commission. Currently the tariff petition for sub-station and transmission line of UITP element of Srinagar (80/TT/2016 & 81/TT/2016) is under process with the CERC. Further, we will be submitting another petition for determination of tariff of element i.e 220kV Srinagar Baramwari line or its part there of (under UITP scheme) in the next few months.</p>	<p>The undertaking and the affidavit are the same as at Annexure III.</p>
	<ul style="list-style-type: none"> • Whether consultant need to disclose every on-going assignment or only relevant ones which are in the nature of conflict to the CERC work. 	<p>Conflict of interest will be in relation with the present/on-going assignments. However, the bidder has to disclose /notify the Commission about possible or potential conflict of interest which may result from any of the assignments/activities as per TOR. If the consultants find that any petition assigned to them is conflicting with their on-going/present assignments directly or</p>



		indirectly, they will notify the same to the Commission immediately.
	<ul style="list-style-type: none"> • Will tariff Orders of Private Utilities assigned to Consultants? 	Commission would decide.
	<ul style="list-style-type: none"> • Will working with private clients on petition filing before CERC or other Commissions be treated as conflict. 	It will be considered as conflict of interest.
Clause 9.1	On pre-mature termination of the assignment, CERC shall pay the Corporate Consultant, full remuneration, for the work performed by the Corporate Consultant till the date of termination of the Contract.	As per Clause 8 of Annexure-IV of the Agreement.
Clause 10.4	We request the Commission not to take soft copy of Financial Bid.	Soft copy of the Financial Bid need not be submitted.
Clause 10.5	<ul style="list-style-type: none"> • It is requested that the 'Qualification and experience of key staff', which carries a weightage of 40%, should be sub divided into defined Key Positions of varied experience i.e. allocation of marks for the defined 5 team members should be segregated; this would help us in demonstrating commensurate profiles for the said positions • It is also requested that the 'Corporate Consultant's relevant experience for the assignment', which carries a weightage of 30%, should be rated based on number of petitions handled as one assignment may comprise multiple Utilities' tariff orders; however we do not suggest 	As per Clause 10.5 and 10.6 of the TOR.

	<p>changing the interpretation of number of assignments in minimum Qualification Criteria in Clause 5.1</p> <ul style="list-style-type: none"> Considering that significant manpower resources would be required from the Corporate Consultant, we request the Commission to consider the total employee strength of the Corporate Consultant as a technical parameter. 	
Clause 11.1	It is requested to clarify out of approximately 200-250 Petitions which the consultant is expected to process what would be approximate break up of petitions with regards to Petitions of Generation Company(s) and Petitions of Transmission Company(s).	The expected petitions under each category are not known to the Commission at this stage. However, the transmission tariff and generation tariff petitions may be approximately in the range of 80:20 ratio. The said ratio is subject to change based on the filings by the stakeholders.
	Further, owing to the scale of the assignment with close to 500 Tariff Orders to be issued as stipulated in the tender, it is suggested that the Commission engages atleast 4 no. of consultants for the assignment.	As per Clause 11.1 of the TOR.
	How much is the duration of the work i.e. all 200 petitions will be provided to us in 3 months or it will be evenly distributed during the entire year?	The same will be decided by the Commission.
Clause (11.2, 11.3)	It is requested to change the evaluation criteria for selection of a consultant. It is requested that selection criteria be based on QCBS with a weightage of 80:20(Technical: Financial). QCBS is a traditionally followed method amongst SERCs/Utilities for similar assignments QCBS system allows for best quality at competitive costs.	As per Clauses 10 and 11 of the TOR.
	QCBS based selection helps in ensuring right mix of technical capacities and financial cost for appropriate execution of the engagement. We therefore request the	

	<p>Commission to use QCBS methodology for evaluation of Consultants. Subsequently, the Financial Quote of H1 and H2 bidders may be compared and Bidders may be asked to match the lower of the two financial quotes.</p> <p>We request the Commission to remove this clause as both the selected Consultants are required to undertake the tasks at the same rate.</p>	
Annexure -1, II Technical Specifications (5)	We request the Commission to remove this requirement as full time deployment of personnel is required.	As per TOR.
Annexure III and Annexure VI	<p>The language of the Annexures requires the Contract Award Date/ Date of Non-Disclosure Agreement to be filled by the Bidder. We request the Commission to clarify if these undertakings are to be given along with the Bid or after signing of the agreement. If these undertakings are to be provided along with the Bid, the language should be suitably amended to not take the date of Contract Award Date/ Date of Non-Disclosure Agreement.</p> <p>The Corporate Consultant has shall not undertaken/<u>undertaking</u> any consultancy service or assignment or given any advice <u>on the matters that would be in conflict with this assignment or place the Commission in a position of not being able to carry out this assignment objectively and impartially</u>, either directly or indirectly to those organizations whose tariff petitions are part of the present assignment</p>	<p>At the time of signing of the agreement.</p> <p>The Clause (a) of Annexure III of the TOR is amended as follows:- <i>“the Corporate Consultant has not undertaken any consultancy service or assignment or given any advice either directly or indirectly on tariff petitions that are part of the present assignment “</i></p>
Annexure IV, 6 (iv) and (v)	<p>We request the Commission to delete this clause or replace it with the suggested language.</p> <p>Proposed Amendment: CERC shall not recover from the Corporate Consultant, in contract or tort, under statute or otherwise, any amount with respect to</p>	As per TOR.

	<p>loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.</p> <p>CERC shall not recover from the Corporate Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	
	We understand that this is also limited to the value of the contract as mentioned in clause 6 (iv). Request an addition of this point here as well.	As per TOR.
Annexure V, 2 b)	We request the Commission to add 'Sub-Contractors' along with employees, with whom information can be shared	As per TOR.
Annexure V, 3.2	We request the Commission to delete the said para.	As per TOR.
Annexure V, 5.1	We request the Commission to reduce the time for which the contract shall remain valid to two years, with deletion of the provision for extending it further.	As per TOR.
Annexure V, 5.2	The expiry of the agreement dated (Insert Date) does not give liberty to Corporate Consultant to disclose any information shared/disclosed by CERC and available with the Corporate Consultant and/or their employees and the Corporate Consultant shall indemnify CERC to the extent of the breach of confidentiality and affecting the interests of CERC	As per TOR.
Annexure V, 6	We request the Commission to delete the said para.	As per TOR.
Annexure V, 8	We request the Commission to delete the said para.	As per TOR.
Appendix A	Please clarify the requirement of the Appendix A content/declaration as the manpower deployed have access to all facilities as per the company policy of	Appendix-A is amended.

	the Consulting Firms. Please provide the purpose and intent of this declaration.	
OTHERS	It is requested to extend the date of submission of Bid by 2 weeks.	<p>The last date for submission of bids is extended upto 1500 hrs. on 8.11.2019. The Technical Bids will be opened at 1600 hrs. on 8.11.2019.</p>
	The last date of submission of bids by corporate consultant shall be November 8, 2019	
	We request to extend the bid submission date by at least a week, i.e., by 8th November 2019, as the present submission date falls in the week following the Diwali holidays.	
New Clause suggested by Bidders	<p>It is requested that consultant's liability may be limited to 1X of the total contract value. It is the normal industry practice. A clause may be inserted as – “Consultant's total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one-time professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for</p> <p>(i) loss or corruption of data from client systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.”</p>	As per TOR.
	It is requested to include a clause to state that the consultant will not be liable for any indirect and consequential losses or damages as result of execution of the assignment.	
	<p>It is requested that the financial quotes be sought for a Generation Tariff Order and Transmission Tariff Order separately.</p> <p>Further, it is requested that the Commission ensures that a consistent mix of Generation and Transmission Tariff Orders be awarded to a particular consultant.</p>	As per clause 3.4 (c) of the TOR, the bidder shall quote unit rate per petition for completion of work related with each petition. Separate rate will not be entertained



		and the offer is liable to be treated as non-responsive.
	The Corporate Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to NTA if the bidder reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	As per Clause 7(c)(iii) of Annexure-IV to the Agreement.
	In the event of the sale or transfer by IMACS of all or substantially all of its assets related to this Agreement to an affiliate, whether by sale, merger, or change of control, IMACS would have the right to assign any or all rights and obligations contained herein.	The TOR does not envisage the same.