

Reply to Queries on Study on GCV Loss

S.No	Clause Reference	Clause as per ToR	Query/Proposal from Prospective Bidders	CERC Reply
1	Scope of Work Clause 3.1	<p>a. Estimate the GCV loss occurring at different stages of the supply chain i.e. from the point of “GCV as billed” to the point of “GCV as received” and from the point of “GCV as received” to the point of “GCV as fired”;</p> <p>b. Sampling and data collection from generating stations, collieries, or railways for estimating the GCV loss;</p> <p>c. Identify the national and international benchmarks on GCV loss between mine and generating station and the best practices followed.</p> <p>d. Analyze GCV loss across under different sub-groups viz .Region-wise, colliery-wise, plant-wise.</p> <p>e. Develop normative parameters for GCV loss taking into consideration varying conditions viz. types of mines, locations, coal characteristics, mode of transit,</p>	<p>Query-1</p> <ul style="list-style-type: none"> As per our understanding, the task of sampling and analysis will be executed by CERC through its own or external agency, as decided by CERC. In order to define the data points to be studied, we request CERC to disclose the number of data collection points (Collieries, Mine, Loading/unloading points etc.), and quantum of data to be studied by consultant. <p>Query-2</p> <ul style="list-style-type: none"> The consultant’s responsibility will be limited to recommendation of the data collection points, best practices for sampling, and identify risks associated to sampling/analysis. The analysis and performance of individual activities of scope of work shall be based on such sampling and analysis result as provided by CERC or any third party as recruited by CERC. 	<ul style="list-style-type: none"> The broad objective of the assignment is to estimate and develop normative parameters for the GCV loss taking place across different stages of the coal supply chain for which a huge amount of information may have to be collected and analysed. However, as it is not feasible to gather data from entire population sampling has to be carried out to draw the inferences. CERC has not appointed any external agency or third party for carrying out sampling or data analysis. The Consultant is expected to develop an appropriate sampling plan identifying the region-wise collieries/power plants etc. from which the data is required to be collected and analysed for achieving the desired objective. As specified in Clause 4.4. of the ToR, the consultant is required to arrange information/data for successfully conducting the study. CERC will provide whatever is internally available and give all possible support in collecting the data from the stakeholders.

		<p>seasonality etc.</p>	<p>Query-3</p> <ul style="list-style-type: none"> For identification of international benchmarks of GCV loss, we feel that consultant should undertake secondary research and not primary research required. <p>Query-4</p> <ul style="list-style-type: none"> Different subgroups for analysis of GCV loss are mentioned as: Region-wise, Colliery wise, Plant-wise etc. However, please confirm the data points/samples are only to be collected are from plants (and related mines) for which CERC determines Tariff. <p>Query-5</p> <ul style="list-style-type: none"> As per 3.1 Scope of Work: “Develop normative parameters for GCV loss taking into consideration varying conditions viz. types of mines, location, coal characteristics, mode of transit, seasonality etc.” – Seasonality would be difficult to factor in the analysis, since the duration of the project is only 4 months. 	<ul style="list-style-type: none"> Secondary research may be carried out for identification of international benchmarks of GCV loss. Yes, the data points/samples are only to be collected from plants for which CERC determines tariff. Data analysis will be based on historical data from which the seasonality can be assessed.
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2	Information and data required for assignment Clause 4.4	<ul style="list-style-type: none"> The consultant will arrange the information/data required for successfully conducting the study. CERC will share all the data available internally and provide all possible support in collecting data from the stakeholders. 	<p>Query-5</p> <ul style="list-style-type: none"> As indicated in the “Query related to Clause 3.1”, we understand that the consultant will be responsible solely for supporting CERC with guidelines on sampling and analysis, and provide data analysis related to scope of work. We understand that the single point of data will not be enough for the analysis and derivation of root cause problems, thus CERC is requested provide historical sample analysis data and procedures followed for the sampling for the consultants to define the data quantum and mechanics to be used for analysis. <p>Query-6</p> <ul style="list-style-type: none"> We are not required to carry out any primary survey or research for the scope of work. In case of any primary survey, or data collection work is to be carried out by consultant, then the cost of such work or cost of collection of any data will be fully reimbursable. 	<ul style="list-style-type: none"> As mentioned in S.No 1, the consultant is required to arrange information/data for successfully conducting the study. CERC will provide whatever is internally available and give all possible support in collecting the data from the stakeholders. <ul style="list-style-type: none"> The consultant is expected to factor in

				<p>the data collection cost in the consolidated amount to be submitted in financial bid. No reimbursement shall be provided for data collection; however, as provided under clause 6.2 of the ToR any tour outside of Delhi with prior approval of the Secretary, CERC shall be reimbursed as per actuals.</p>
3	Eligibility Criteria 5.1	<ul style="list-style-type: none"> The consultant should be a firm, a recognized Institute aided/funded by Government of India or a limited liability partnership or a company registered in India. However, a consortium of companies shall not be considered. 	<p>Query-7</p> <ul style="list-style-type: none"> In the RfP it has mentioned that Consortium is not allowed for the tender and not mentioned anything about sub-contracting. However, as scope mentioned and personnel required for executing the work, we state that consultancy company generally don't have legal practitioner on their payroll as well as consultancy firm don't undertake sampling and GCV analysis of coal in-house. <p>Query-7</p> <ul style="list-style-type: none"> We have legal associates with us who deals with legal matters as per the requirement of scope. Also, there are specialized firms who undertake sampling and GCV analysis of coal sample, consultancy services sub-contract them on project basis. Therefore, request the authority to confirm if 	<ul style="list-style-type: none"> As per the Clause 5.1 of the ToR consortium of companies shall not be considered, however, the consultant may associate with other firms on a subcontracting basis. The onus of deliverables and fulfilling other terms & conditions specified under the ToR shall lie with the consultant only.

			subcontracting is allowed for said tender.	
4	Criteria for qualification Clause 5.2	<ul style="list-style-type: none"> The consultant should have rich experience in the coal sector with good understanding of the power sector related issues. Further, the consultant should have carried out at least five completed consulting assignments in last ten years in the field of techno-commercial analysis of coal related issues in India viz. coal pricing, supply chain analysis, GCV & optimization related studies etc. 	<p>Query-8</p> <ul style="list-style-type: none"> As per our experience and understanding, this kind of assignments are very specialized and not executed very often. The rigid eligibility criteria, in terms of minimum number of assignments, kind of assignments, relative experience in terms of only coal and duration of period for such experience, forms a very tough scenario for any consulting firm. We request you to relax the norm as follows: <ul style="list-style-type: none"> The consultant should have rich experience in the coal sector with good understanding of the power sector related issues. Further, the consultant should have carried out at least Three completed consulting assignments in the field of techno-commercial analysis of coal related issues in India viz. coal pricing, supply chain analysis, GCV & optimization related studies, coal sourcing for power plants, bid support for coal mine auction, financial appraisal for coal mining 	<ul style="list-style-type: none"> The eligibility criteria provided under clause 5.2 of the ToR appears to be adequate and does not require any change.

			project, cost assessment or financial modelling of coal mining project and other direct or indirect activities involving techno commercial Analysis of coal related projects.	
5	Assignments for qualification Clause 5.3	<ul style="list-style-type: none"> Details of such assignments, name of client, value of work, duration of work, No. of staff employee and brief description of work should be provided along with client citations/contracts for all completed on-going works which are used to meet the proof of eligibility criteria in the Technical Proposal specified in Clause 7. 	<p>Query-9</p> <ul style="list-style-type: none"> From the given clause 5.3, we understand that we can also submit the work order/credentials for on-going assignments which qualifies as per the eligibility criteria as mentioned in clause 5.2. 	<ul style="list-style-type: none"> The consultant may submit the work order/credentials for on-going assignments however it may be considered as per the merit.
6	Team Structure for Assignment Clause 5.4	<ul style="list-style-type: none"> The consultant should have personnel with professional qualification having background of finance, engineering, economics and law along with relevant experience of data collection, analysis and documentation. Additional weightage will be given to qualifications from premier institutes such as IITs, IIMs, NITs, Central Institute of Mining and Fuel Research (CIMFR), Central Power Research Institute (CPRI), Central Mine Planning & Design Institute Limited (CMPDI), Indian School of 	<p>Query-10</p> <ul style="list-style-type: none"> As the exact number and profession requirement of personnel are not mentioned in the given clause 5.4, we understand that the team structure as mentioned below is competent enough to undertake this assignment: <ol style="list-style-type: none"> one Project Manager one coal expert One finance & economics expert. The qualification and experience of all of the personnel's above shall be 	<ul style="list-style-type: none"> The consultant is free to decide its team structure. However it is expected that the personnel/team members proposed have the qualification/experience provided under Clause 5.4 of the ToR.

		Mines etc	in line with requirements mentioned in the Terms of Reference by CERC. Also, we understand that we can associate/ collaborate with some external specialist of a field and the specialist in the team of consultants for this Engagement.	<ul style="list-style-type: none"> As per the ToR the consultant is not allowed to bid as consortium, however, the consultant may associate/collaborate with external specialist and propose the specialist as a part of the team for this particular engagement.
7	Annexure I – Point No. 3, 11 & 13	3. Name and Designation of the Key person	Query-11 <ul style="list-style-type: none"> Please clarify the definition and role of Key Person and Authorized Representative of Bidder and the difference between them. 	<ul style="list-style-type: none"> There is no difference between the key person and authorized representative of bidder.
		11. Name and Designation of the Proposed Team (also indicate the man-hour committed for each member of the team)	Query-12 <ul style="list-style-type: none"> In the consultancy tender, its general practice to propose man-day or man-months in the proposal. However, in the current tender, authority asked for man-hours committed for each member. We request that, at bidding stage, it is difficult to estimate man hours for each member. Hence, request the 	<ul style="list-style-type: none"> The information regarding man-hours appears to be appropriate and does not require any change.

			authority to consider man-days instead of man-hours.	
		13. capacity to impart training/ transfer of knowledge	<p>Query-13</p> <ul style="list-style-type: none"> Please clarify the expectation of CERC from the Bidder's capacity to impart training and what activities do CERC consider to qualify for such purpose. 	<ul style="list-style-type: none"> The consultant is expected to have expertise in the coal related issues and in the specific activities mentioned under the scope of work.
8.	Annexure 2 – Point No. 5	5. Certificate of authorization in case of institution/ other organization	<p>Query-14</p> <ul style="list-style-type: none"> As per our understanding, this clause asks us to submit the power of attorney/ authorization certificate in favor of the authorized signatory. 	<ul style="list-style-type: none"> Yes, the certificate of authorization is required in favour of the authorized signatory.
9.	Clause 5.1 of Confidentiality and non-disclosure Agreement Annexure IV	<ul style="list-style-type: none"> This Agreement will be effective as on the Effective date of (Insert Date) and will cover all the business information including Confidential Information disclosed to the Consultant by CERC Subsequent to such date. This agreement shall remain valid for 2 years from date of final publication of Tariff Regulations. 	<p>Query-15</p> <ul style="list-style-type: none"> We, as a professional service company, take the responsibility of the confidentiality of client's information. However, as per the industry standards, we request you to kindly adhere to 6 months duration instead of 2 years. 	<ul style="list-style-type: none"> The validity of the Confidentiality and Non-Disclosure Agreement for 2 years appears to be appropriate and does not require any change.
10.	Additional Clause -	<ul style="list-style-type: none"> No clause mentioned 	<p>Query-16</p> <ul style="list-style-type: none"> As per our understanding and 	<ul style="list-style-type: none"> The tender is as per the CERC standard

	Liability		<p>general industrial practice, the overall liability for the consultant is limited to the total fee payable to consultant as per the financial Bid.</p> <p>Query-17</p> <ul style="list-style-type: none"> • It is suggested to include a clause on liability as given below: <ul style="list-style-type: none"> ○ <i>In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages. The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement.</i> 	<p>bidding document and does not require any change.</p>
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