

CENTRAL ELECTRICITY REGULATORY COMMISSION

6th to 8th Floor, Tower B, World Trade Center,
Nauroji Nagar, New Delhi-110029

RA-14014(11)/1/2023-CERC

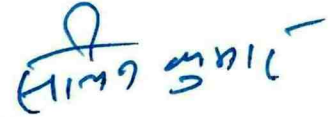
Dated: 31st October, 2025

**SUBJECT: EMPANELMENT OF CONSULTING FIRMS FOR ASSISTING THE
COMMISSION IN DISCHARGING ITS VARIOUS REGULATORY FUNCTIONS**

Last date of submission is extended upto **07th November, 2025 upto 1700hrs**
and reply for queries also attached as per Annexure-I.

2. The address for submission of the proposal is given below:-

The Deputy Chief (Admin),
Central Electricity Regulatory Commission,
6th to 8th Floor, Tower B, World Trade Center,
Nauroji Nagar, New Delhi-110029
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(Sachin Kumar)
Deputy Chief (Admin)

Subject: EXPRESSION OF INTEREST (EOI) No. RA-14014(11)/1/2023-CERC dated 30.09.2025 For Empanelment of Consulting Firms/Institutions for assisting the Commission in discharging its various Regulatory Functions

Sl. No	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
1	Application and Evaluation Criteria (Clause No. 4.2.1.a & 4.2.1.b) (Table: Criteria for Technical Evaluation)	Crisil Limited	<p>This has reference to the point (b) of this clause. It is submitted that the power sector has undergone significant changes and evolution since the enactment of the Electricity Act 2003, with many landmark regulatory reforms and policy initiatives being implemented in the last 15 years. By considering a 15-year period, the experience and insights gained by various consultancy firms from working on some of these landmark projects during last 15 years can be leveraged, which shall be important to continue to shape the regulatory landscape in India today.</p> <p>Also, based on our extensive exposure in this industry, we believe that such assignments are not very common and the ask of 5 such assignments shall deter the competition.</p> <p>Accordingly, we request CERC to increase the period from last 10 to last 15 years and also increase number of marks for each regulatory assignment related to assisting in framing regulations or Impact assessment of regulations from 3 marks to 5 marks, thereby reducing the requirement from 5 assignments to 3.</p>	No change
			<p>This has reference to point (a) of the said clause. By the phrase “including tariff computation” It is our understanding that the assignments related to filing of tariff petitions for generating companies, transmission & distribution licensees and assignments for analysing these petitions including tariff computation on behalf of Regulatory Commissions for preparing Tariff Orders, both will be considered while evaluating relevant experience of consultant.</p> <p>Kindly confirm the above.</p>	Both will be considered

Deloitte
Touché
Tohmatsu
India LLP

It is suggested that the Technical scores for evaluating “The Consultant’s relevant experience for the assignment” may be calculated separately for various categories. The categories may be defined in line with divisions of CERC, as follows:

1. Regulations
2. Power Markets
3. Technical/ Grid Standards
4. Electricity Tariffs
5. Licensing and legal compliance
6. Other works, not falling under the categories above

The suggested categories, closely align with various division of CERC as well – Regulatory Affairs, Economics Division, Engineering Division, Finance Division and Legal Division, respectively.

Works may be awarded using QCBS approach, using technical scores of relevant category. For instance, if scope of work is for drafting of power market regulations, bidders may be evaluated based on their respective scores in ‘Power Market’ category.

Suggested Clause

The 35 marks for consultant’s relevant experience, shall be awarded separately for following categories as follows:

Categories	Max Marks
A. Regulations 7 marks for each assignment related to assisting in framing of regulations or impact assessment of regulations or preparing stakeholder comments	35 marks
B. Power Markets 5 marks for each assignment related to power market design or related regulations	35 marks
C. Technical/ Grid Standards 5 marks for each assignment related to grid operations, technical codes, open access, DSM or related regulations	35 marks

No change.

			<p>D. Electricity Tariffs 5 marks for each assignment related to electricity tariff determination or related regulations</p> <p>35 marks</p>	
			<p>E. Licensing/ Legal compliance 7 marks for each assignment related to compliance assessment or licensing related matters</p> <p>35 marks</p>	
			<p>F. Other works not classified in categories above 5 marks for each assignment of assisting Regulatory Commissions or power utilities on regulatory matters</p> <p>35 marks</p>	
			<p>Note: Each assignment may be considered for marking under a single category only.</p>	
2	<p>Application and Evaluation Criteria</p> <p>(Clause No. 4.2.2)</p> <p>(Table: Criteria for Technical Evaluation)</p>	PwC India	<p>Kindly clarify the specific topics to be addressed in the Approach and Methodology presentation, as the EoI provides a very broad Scope of Work.</p>	<p>General work methodology adopted by Applicant in such assignments.</p>
3	<p>Application and Evaluation Criteria</p> <p>(Clause No. 4.2.3)</p>	Crisil Limited	<p>We appreciate the flexibility offered in the EOI document, which allows the Legal expert to be either an internal or external expert/firm. In light of this, we suggest that it would be beneficial to maintain a level playing field for both internal and external legal experts.</p> <p>By giving same marks to internal & external expert, the evaluation process can focus on the merits and qualifications of each expert, rather than their affiliation. This approach would not only ensure fairness but also enable the selection of the most suitable legal expert for the team, regardless of whether they are internal or external.</p>	<p>No change</p>

	(Table: Criteria for Technical Evaluation)	Deloitte Touché Tohmatsu India LLP	<p><u>Suggested Clause :</u></p> <p>Accordingly, it is suggested to modify the clause as follows: Graduate degree / master’s degree in law from a reputed institution/ university with 3 years or more experience in regulatory matters. < 3 years of relevant experience – 0 marks >Between 3-5 years of relevant experience – 4 marks >5 years of relevant experience - 8 marks</p>	No change
4	Application and Evaluation Criteria (Note No. 4.2.b)	PwC India	<p>We request the Commission to kindly clarify the following aspects related to Point 2(b) of the EOI:</p> <ul style="list-style-type: none"> • While the EOI seeks limited CVs for evaluation, we understand that the nature and scope of actual assignments awarded under the empanelment may vary. Kindly confirm whether the consultant will have the flexibility to deploy a different number or mix of team members—beyond those initially proposed—based on the specific requirements of each assignment. • Additionally, we seek clarity on the tentative duration of the empanelment. This will help us ensure continuity in the engagement of full-time contractual staff and legal experts, including entering into appropriate back-to-back agreements for the entire period of support required. 	<p>The Consultant shall be required to deploy the professionals/manpower with skills required in the particular assignment to ensure that the deliverables are commensurate with the timeline and requirements of the assignment. Professionals whose CVs are submitted are expected to provide overall support to assignments.</p> <p>As per clause 1.5 of the EOI</p>
5	Application and Evaluation Criteria (Note No. 4.2.c)	Crisil Limited	<p>It is to point out that the note ‘c’ & ‘d’, below the table “Criteria for Technical Evaluation”, seem to be contradicting each other.</p> <p>As per our understanding and experience with such regulatory assignments, each tariff petition filing assignment for a utility or a tariff order assignment for a Regulatory Commission, carried out during a year is considered as a single assignment for evaluation purpose. Kindly confirm the above.</p>	There is no contradiction.

6	Application and Evaluation Criteria (Note No. 4.2.d)	PwC India	<p>We request the Commission to consider that a single petition or order assignment should not be accorded the same weightage as assignments involving a significantly higher number of petitions or orders. The complexity, required skill sets, team capacity, and project management efforts differ substantially between the two.</p> <p>Additionally, CERC assignments that encompass both Generation and Transmission aspects under a single assignment should be evaluated separately. Assignments involving more than 50 orders should be given proportionately higher weightage in recognition of their scale and complexity.</p>	No change
7	Application and Evaluation Criteria (Note No. 4.2.f)	PwC India	We request the Commission to clarify that the continuity requirement should apply only to the key team members proposed for a specific assignment and only after that assignment is awarded. It should not apply to all key members listed in the EoI Proposal for the entire empanelment period, as resource planning and team adjustments can be made effectively once a project is assigned.	It shall apply to key members of the specific assignment once awarded.
8	Sub-Contract Assignment (Clause No. 5)	PwC India	We request the Commission to kindly confirm that the engagement of a legal member does not require prior permission, and that the restriction on sub-contracting under the provision does not apply to such legal personnel.	Clause 4.2.b shall prevail
9	Restrictive Terms (Clause No. 7.i & 7.ii)	PwC India	Kindly clarify what would be considered an existing conflict at the time of submission of the EoI Proposal, as no conflict can arise without the award of a specific Assignment. Accordingly, the affirmation regarding absence of conflict may be deferred to the stage of submitting Proposals for specific Assignments under the limited tender process for empanelled Firms.	Conflict of interest will be in relation with the specific 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 EOI.
10	Last Date (Clause No. 10)	PwC India	It is requested to extend the date of submission of the bid by 2 weeks.	Last date of submission is extended upto 07 th November, 2025 upto 1700hrs.
		Deloitte Touché Tohmatsu India LLP	Please provide at least two weeks extension for bid submission, post issuance of clarifications for allowing us sufficient time to get clearances and prepare the bid.	

11	Limited Liability (Additional clause proposed)	Deloitte Touché Tohmatsu India LLP	<p>We humbly request the Commission to incorporate the suggested clause in the contract, so as to limit the overall liability of Consultant to contract value. Or Clarification may be provided that the General Terms and Conditions as per GEMs shall be applicable for various tasks that may be assigned in the future. This provision is imperative for consulting firms like ours to get necessary risk clearances.</p> <p>Suggested Clause Total aggregate liability of Consultant in connection with this Contract, shall be limited to the Contract value of the Agreement.</p>	As per the General terms and conditions of the GEM which covers this aspect.
		Crisil Limited	<p>a) 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.</p> <p>b) 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.</p>	
12	Additional Clause	Crisil Limited	<p>Anti-Bribery & Anti-Corruption: Each Party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes</p>	As per the General terms and conditions of the GEM which covers this aspect.

			<p>of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each Party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b).</p> <p>(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.</p>	
13	Additional Clause	Crisil Limited	<p>Economic and Trade Sanctions: As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify CRISIL if any of these circumstances change, upon occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client’s breach.</p>	No Change
14	Others	Deloitte Touché Tohmatsu India LLP	Please confirm if GEM standard terms and conditions shall apply to this contract.	General terms and conditions of GEM shall apply.
		Deloitte Touché Tohmatsu India LLP	Please confirm the period of empanelment.	As per clause 1.5 of the EOI