

Response on the queries received on the Terms of Reference (TOR) for Study on Solar Thermal and Solar PV Project

Sr. No	Clause Reference	Clause as per TOR	Query / Proposal from Prospective Bidder	CERC Reply
1	6. <b>Qualification Criteria</b>	6.1 The Consultant should have completed at least three assignments in the last five years of assisting SERC/CERC/FOR/MNRE on Renewable Energy related matters. The consultant should also have experience in advising on regulatory issues regarding Renewable Energy in general and Renewable Energy Certificate Mechanism in particular.	<p><b>Query 1</b>  Regulations on some of the prevalent RE related policies are initiated nearly a decade back in Indian Electricity Market. Over past years ministry of Power and MNRE have been implementing multiple schemes/ policies through their arms i.e. Central PSU. <b>It was requested that to allow assignments of last 10 years so as to increase participation while also keeping the required eligible criteria same in terms of projects.</b>  We are assisting government and non-government bodies in framing various regulations and working with Regulatory Commission on retainership with ongoing engagement. The Consultant should have completed at least three assignments in the last <del>five</del> <b>ten</b> years of assisting SERC/CERC/FOR/MNRE/ <b>POWER SECTOR PSUs</b> on Renewable Energy related matters. The consultant should also have experience in advising on regulatory issues regarding Renewable Energy in general and Renewable Energy Certificate Mechanism in particular.</p> <p><b>Query -2</b>  We understand that this is a data and statistically driven study to assess the appropriate CUF and plant life</p>	<p>The Qualification criteria provided under Clause 6 of the TOR appears to be adequate and are in line with several other studies floated earlier. Evaluation will be done based on interalia experience of the bidders. Relevant experience – national as well as international - is always given due weightage for evaluation. The same principle will also be followed for this assignment as well.</p>

cycle of Solar Thermal projects, including study of policies and schemes pertaining to solar PV and Solar Thermal projects.

Accordingly, apart from the assignments specified in this clause, we understand that the consulting firms should also have experience in undertaking market research assignments pertaining to renewable energy to undertake this assignment efficiently.

Accordingly, we propose that requirements under this clause be enhanced as under:

The Consultant should have completed at least three assignments in the last five years of assisting SERC/CERC/FOR/MNRE on Renewable Energy related matters. The consultant should also have experience in advising on regulatory issues regarding Renewable Energy in general and Renewable Energy Certificate Mechanism in particular. **The consultant should also have experience of undertaking market research assignments including those pertaining to renewable energy.**

**Query -3**

As the focus of study is to review and assess national and international best practices wrt to life and CUF of Solar Thermal and PV projects, we recommend firms having experience of working outside India on similar projects will be able to add significant expertise to project delivery and quality. Hence the criteria could be modify by including

**Regulatory Commission**

			<i>outside international regulatory body</i>	<i>India/other electricity</i>
2	<b>Clause 6.3 Qualification Criteria</b>	The Consultant should have legal and financial background	<p><b>Query -1</b></p> <p>We understand that this is a data and statistically driven study to assess the appropriate CUF and plant life cycle of Solar Thermal projects, including study of policies and schemes pertaining to solar PV and Solar Thermal projects.</p> <p>Therefore, we understand that legal and financial background is not required to carry out this study. Instead, we understand that the management consulting firms having market research and regulatory consulting background in power sector (including renewables) would be better suited to undertake this assignment.</p> <p>Accordingly, we request that this clause be modified as under:</p> <p><b>The Consultant should be a management consulting firm having market research and regulatory background.</b></p>	Having legal and financial background is general qualification criteria and appears to be adequate along with other qualification criteria floated earlier on various technical studies. Hence no need to change the qualification criteria provided under Clause 6 of the TOR.
3	<b>Clause 6.5 of Qualification Criteria</b>	6.5 The Turnover and Net Worth of the Consultant should be a minimum of Rs.50 lakh	Kindly clarify whether firm can submit either turnover or Net worth to be above INR 50 Lakh or both need to be specified. Also specify the year for which information is sought.	The provision in Clause 6.5 is inadequate and does not require any further clarification. the Bidder may provide relevant proof for both Turn over and Net Worth.
4	<b>Appointment of consultant</b>	Study is technical in nature and may be awarded at a negotiated price on a time and cost basis on nomination basis	<p><b>Query</b></p> <p>The assignment is highly technical in nature and nothing to do with legal or financial background. Hence, this requirement of legal and financial background do not</p>	There is a provision in the Appointment of Consultations Regulations, for engagement of consultants through single sourcing basis. But in the present case, a decision has already been taken to go for

			<p>go together and would need to be changed appropriately. It would be worthwhile to explore the possibility of entrusting the study on negotiated basis to an organisation which is reliable, dependable, and competent. The study could be awarded to two or more organisations simultaneously and compare and discuss the outcome of the study.</p>	<p>competitive bidding. At this stage, even before the completion of bidding process, there is no justification for going in for nomination basis.</p>
5	<b>Qualification Criteria Consortium</b>		<p>Whether one or more bidders can participate in the bid jointly for the Study as Consortium / JV partners?</p> <p>We understand that bidders can participate in this tender as consortiums. Kindly confirm our understanding</p>	<p>The consultant should be a firm, a recognized Institute, or a limited liability partnership or a company registered in India. However, there is no restrictions for participation through consortium or a firm registered outside India, provided the Firm or consortium agrees to abide by the terms and conditions of the agreement as per Annexure-IV of the ToR including but not limited to clauses related to Arbitration and Jurisdiction.</p>
6	<b>Application and Evaluation Criteria</b>	<p>Clause 7.2 The bidder is required to submit two (2) copies of bids for Technical offer (each of which will be treated as original) along with soft copy (in word format) and one copy of Financial offer, duly sealed in separate envelopes.</p>	<p>Kindly confirm if submission of hard copies (two) is required?</p>	<p>The provision in Clause 7.2 is adequate and does not require any change.</p>
7	<b>Clause 3</b>	Scope of Work	<p>Considering ongoing COVID-19 situation, stringent timeline of 120 days, and voluminous nature of inputs and data points (for domestic and international projects) required to undertake this study, we understand that no primary research is envisaged for this study. Accordingly, we understand that the consultants are expected to</p>	<p>The Consultant is expected to formulate the strategy and framework in this regard. The same shall be discussed and mutually agreed after the contract is awarded. The evaluation would be done on comparative basis based on all the bids received.</p>

			gather required data through secondary research only. Kindly confirm our understanding	
8	<b>Clause 3.1 Scope of Work</b>	Study, analyse and suggest the useful life for solar thermal power projects based on international and national experience for life cycle analysis. The study must cover the type of technologies such as 'Parabolic trough', 'Power Tower', Linear Fresnel or any other technology adopted by solar thermal developers in India and globally	As regards international experience for life cycle analysis, it is requested to confirm if there is a <b>tentative list of countries</b> for which this experience needs to be studied/analysed. Penetration of solar thermal is much higher in select countries only and is not so much prevalent in India. Request a view of CERC on the <b>sampling methodology to be deployed</b> here along with the sample size, confidence level / interval that will be needed for the market research for consultants to be able to assess the effort required for this assignment. Alternatively, Can consultant take into account data of countries that account for approx. 80% of global solar installation?	The Consultant is expected to do its own assessment and approach for the countries to cover and deciding sampling methodology to fulfill the requirement specified in clause 3.1. The evaluation would be done on comparative basis of all the bids submitted.
9	<b>Clause 3.2 Scope of Work</b>	Study, analyse and suggest the capacity utilization factor (CUF) of solar thermal and solar PV projects (with and without storage). The study must provide in detail the storage technology adopted under different type and size of solar thermal and solar PV projects.	We understand that generation data should be the most appropriate data that can be used for this purpose as it will avoid any probability (P numbers) of expected generation in the future. Can you please confirm if CERC is looking at past data only for this assessment or also expected generation data?	It is expected that the Consultant shall do its own assessment and decide strategy for the said task. The evaluation would be done on comparative basis based on all the bids received.
10	<b>Clause 3.3 Scope of Work</b>	Analyze international references of solar thermal and solar PV projects with specific analysis of their performance on the	We also understand the site data pertaining to irradiation, weather etc will also be needed to understand the variation of CUF. Please confirm.	The Consultant is expected to formulate the strategy and framework in this regard. The same shall be discussed and mutually agreed after the contract is awarded. The

		basis of project life, CUF, project technologies, cost of the projects and construction timelines	Further, there might be constraints in obtaining certain sensitive project specific data points, such as cost of the project and construction timeline. In such cases, we request CERC to relax the analysis of such project specific data points for this study.	evaluation would be done on comparative basis based on all the bids received.
11	<b>Clause 3.4 Scope of Work</b>	Analyse variation in CUF of solar thermal and solar PV projects (with and without storage) across different regions in India	We understand that the following approach for representative sampling would be adopted to cover the solar power projects from various geographic regions in India: 1. Solar power projects from states having 80% of the domestic Solar capacity 2. Solar power projects from regions such as Ladakh, which have high solar energy potential but number of projects implemented is less. Request a confirmation if there is an already thought out sample size, sampling plan and confidence interval. Further, we also understand that this work will need statistical tools / regression to understand the relationship between all independent variables such as site-specific weather & irradiation data, technology used, etc., and dependent variable which will be the CUF. Please confirm if CERC would require consultants to use any specific tool for this exercise.	The Consultant is expected to formulate the strategy and decide on assessment criteria in this regard. The same shall be discussed and mutually agreed after the contract is awarded. The evaluation would be done on comparative basis based on all the bids received
12	<b>Clause 3.6 Scope of Work</b>	Study the solar policies and schemes pertaining to solar thermal and solar PV projects in India and in major countries of the world	We understand that Scope of Work under this clause is limited to the study of Solar Policies and Schemes pertaining to Solar thermal and solar PV projects	Clause 3.6 provided in the ToR appears to be adequate and does not require any change or clarification.

			prevalent in India. Kindly confirm our understanding.	
13	<b>4. Deliverables and Duration of Assignment Clause 4.10</b>	Time is essence of the contract. Hence no abnormal delay would be tolerated. In case of any such contingency, the study would be got conducted from alternate source at the cost of the bidder.	As per generally prevalent contracting practice, we request CERC to limit the total liability of the consultant to the Total Contract Value	Clause 4.10 provided in the ToR appears to be adequate and does not require any change or clarification.
14	<b>Clause 8.2 of Annexure IV Liquidated Damages</b>	<b>8.2 Liquidated Damages for error/ variation in the report</b>  In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by CERC in a reasonable manner and shall be recovered from the Consultant by way of liquidated damages from the payment to be made as per clause 5(ii) above, subject to a maximum of 50% (fifty per cent) of the Agreement Value.	As per generally prevalent practice, we request CERC to limit Liquidated Damages to a maximum of 10% of the total contract value.	The Clause 8.2 provided in the Annexure IV of ToR appears to be adequate and does not require any change.
15	<b>Clause 12 of Annexure IV Arbitration</b>	(i) Any difference, dispute, claims which may arise between the parties hereto as to the construction or true intent and meaning of any of the terms and conditions herein contained or as to any payment to be made in pursuance hereof or as to any other matter arising out or as to any other matter arising out	We request that an <b>arbitrator be mutually appointed</b> by both CERC and Consultant/Bidder for resolution of dispute	Clause 12 provided in the Annexure IV of ToR appears to be adequate and in line with several other studies floated earlier by the Commission.

		of or connected with or incidental to these presents or as to the rights, duties and obligations of any of the parties, such difference, dispute or claim shall be mutually settled amicably by the parties failing which the parties must resort by arbitration in terms of the Arbitration and Conciliation Act 1996 as amended from time to time. In the event of arbitration, CERC shall appoint sole arbitrator which shall be binding on the Consultant.	
16	<b>Clause 7.13 of ToR: Submission Deadline</b>	The address for submission of the proposal and seeking any clarification (within the due date of submission of the ToR) is given below:	<p><b>Query-1</b> To allow for the sufficient time for preparation and submission of quality proposal, we request CERC to extend the submission deadline to 10 days after posting replies to pre-bid queries.</p> <p><b>Query-2</b> Request for extension of submission deadline from 15 December to 30<sup>th</sup> December 2020</p>
			Extension of date of submission of bids by further 15 days i.e. upto 30 <sup>th</sup> December 2020 may be considered.