

Sl. No.	Clause	Clause as per TOR	Deloitte's Submission/Query	Suggested Clause	Comments of CERC
1.	6.5	The Consultant should have sound legal and financial background	We request CERC to replace requirement of 'legal understanding' to 'regulatory understanding', as Consultants cannot provide legal advice.	The Consultant should have sound legal-regulatory and financial background	These are standard clauses and do not warrant any change.
2.	7.3.SI.(a) and(b)	1.The Consultant's relevant Experience for the assignment: a) Experience in regulatory assignments involving preparation of Tariff Models/ Tariff Petitions/ Tariff Orders other regulatory assistance for a generation company in India in the last five years. b) Experience in regulatory assignments involving preparation of Tariff Models/ Tariff Petitions/ Tariff Orders other regulatory assistance for a transmission company in India in the last five years.	We request CERC to combine SI. a) and b) into a single criteria, allowing for assignments related to tariff for generation/ transmission/ distribution utilities, as in several projects assistance is provided to Regulatory Commissions for all utilities on tariff related aspects.	1.The Consultant's relevant experience for the assignment: a) Experience in regulatory assignments involving preparation of Tariff Models/Tariff Petitions/ Tariff Orders other regulatory assistance for a generation, transmission or distribution company in India in the last five years. b) Experience in regulatory assignments involving preparation of Tariff Models/Tariff Petitions/ Tariff Orders other regulatory assistance for a transmission company in India in the last five years.	The criteria have been finalized with due regard to the requirement for the assignment, and do not warrant any change.
3.	7.3.SI.(a) and(b)	Note: a) Same assignment/ project cannot be used under Evaluation(SI.No.1a,bandc) for more than one criteria	We request CERC to allow same single assignment for evaluation in SI. No a) and b), as in several projects assistance is provided to Regulatory Commissions for both generation and transmission tariff related aspects.	Note: a) Same assignment/ project submitted for evaluation under SI. No. a or b, cannot be used under Evaluation in SI.No.1-a, bandc for more than one criteria	The clause is clear and does not need any change.
4.	7.3.SI.(c)	Experience in undertaking regulatory/consultancy projects for CERC/SERCs	We request CERC to also consider support provided to FO in undertaking regulatory/	Experience in undertaking regulatory/consultancy projects for	The clause is adequate with due regard to the nature of assignment. No change is

			consultancy projects.	CERC/SERCs/FOR	warranted.
5.	7.12	Interested and eligible bidder may send their proposal, in the prescribed	We request CERC to grant an extension of 2 week time, to allow us sufficient	Interested and eligible bidder may send their proposal, in the prescribed format by 8 th April, 2022 upto 5.00P.M.	If extension is considered necessary, it will be announced separately.
6	5.6 Performance Bank Guarantee will be kept as performance security and can be invoked to appropriate against breach of any terms of this Contract or for non performance.	We request CERC to modify the clause as suggested. Performance Bank Guarantee will be kept as performance security and can be invoked to appropriate against breach of any terms of this Contract or for non performance, for reasons solely attributable to Consultant.	These are standard clauses and cannot be changed
7	Annexure IV		We request CERC to include suggested clause under Annexure IV.	Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder/ Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.	Existing clauses in Annexure IV are standard clauses and cannot be updated for now.

8	Annexure IV, 6 (ii)	The consultant further affirms and confirms that he/she/it shall hold all Confidential information in confidence and with the same degree of care he/she/it uses to keep his/her/its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of CERC, disclose such information to any person for any reason at anytime.	We request CERC to include the suggested clause.	The consultant further affirms and confirms that he/she/it shall hold all Confidential information in confidence and with the same degree of care he/she/it uses to keep his/her/its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of CERC, disclose such information to any person for any reason at anytime. This obligation shall survive the termination of this Contract /completion of services for a period of one(1) year.	These are standard clauses and cannot be changed.
9	Annexure IV, 7	The Consultant shall furnish an irrevocable Performance Bank Guarantee of 10% of value amount stipulated in the agreement at the time of signing the agreement and shall be kept valid for 3 (three) month after the expiry of the agreement; In the event of extension of assignment/Contract, the Performance Bank Guarantee shall be suitably extended by the consultant. The Performance Bank Guarantee and/or the extended Bank Guarantee shall be kept as security for performance of the contract/work and shall if need be,invoked for breach of any of the terms of this Contract and/or for non performance.	We request CERC to include the suggested clause.	The Consultant shall furnish an irrevocable Performance Bank Guarantee of 10% of value amount stipulated in the agreement at the time of signing the agreement and shall be kept valid for 3(three) month after the expiry of the agreement; In the event of extension of assignment/Contract, the Performance Bank Guarantee shall be suitably extended by the consultant. The Performance Bank Guarantee and/or the extended Bank Guarantee shall be kept as security for performance of the contract/work and shall if need be, invoked for breach of any of the terms of this Contract and/or for non-performance, for reasons solely attributable to Consultant. Performance Bank Guarantee will be returned immediately on completion of services.	These are standard clauses and cannot be changed at this stage.

10	Annexure IV, 8 In case of any delay in adhering to the timelines of completion of study and error/variation in submitted report, liquidated damages shall be believed in the following manner.	We request CERC to include the suggested clause. In case of any delay, solely attributable to Consultant, in adhering to the timelines of completion of study and error/variation in submitted report, liquidated damages shall be levied in the following manner.	These are standard clauses and hence cannot be changed at this stage.
11	Annexure IV, 8.2	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 Contract Value.	<p>We request CERC to clarify on the acceptance criteria for error or validation.</p> <p>We also request CERC to clarify how reasonable manner' shall be defined.</p> <p>We request CERC to modify the clause as suggested and reduce the limit of liquidated damages from 50% to 10% of Contract Value.</p>	... 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 10% (ten per cent) of the Contract Value.	These are standard clauses and cannot be changed at this stage.
12	4.9 and Annexure IV, 8.2	<p>4.9 No abnormal delay would be acceptable. In case of any such contingency, the study may be conducted from an alternate source at the Risk and cost of the bidder.</p> <p>Annexure IV, 8.2 In the case of non-completion of study/ assignment within the stipulated time or extended time, CERC shall have the right to get the study / assignment completed at the risk and cost of the Consultant.</p>	We request CERC to remove the clause as suggested. Already clause 5.6 requires Consultant to submit a Performance Bank Guarantee. Clause 4.9 and Annexure IV(8.2) may lead to unlimited risk for the Consultant.	<p>4.9 No abnormal delay would be acceptable. In case of any such contingency, the study may be conducted from an alternate source at the Risk and cost of the bidder. Annexure IV, 8.2</p> <p>In the case of non-completion of study/assignment within the stipulated time or extended time, CERC shall have the right to get the study / assignment completed</p>	These are standard clauses and cannot be changed at this stage.

13	Annexure IV		We request CERC to include suggested clause under Annexure IV.	<p>The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case</p> <ul style="list-style-type: none"> • Client does not make the payment to the Consultant • Does not adhere to the arbitration Judgement • if Bidder determines that a law, regulation or anything having similar import, or a circumstance (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder. 	Existing clauses in Annexure IV are standard clauses and cannot be updated for now.
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