

CENTRAL ELECTRICITY REGULATORY COMMISSION

Ground Floor, Chanderlok Building,
36, Janpath, New Delhi - 110 001

No. ADMN-11043/1/2022-CERC

Dated: 24.02.2023

Subject: Corrigendum to Bid No. GEM/2023/B/3122061 dated: 13-02-2023 for Engagement of Corporate Consultants for providing inputs for transmission tariff determination by the Central Electricity Regulatory Commission

&

Corrigendum to Bid No. GEM/2023/B/3121440 dated: 13-02-2023 for Engagement of Corporate Consultants for providing inputs for generation tariff determination by the Central Electricity Regulatory Commission

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

- a) Clause 1.3 of the Profile of the Consultant of both the aforesaid Bid Documents stands amended as under:

“1.3 Each member of the team deployed for the said assignment shall be a full time employee or contractual staff on full time basis of the applicant. However, Team member from Legal profession could also be an external expert. The consultant shall enter into necessary agreement with legal expert / firm to provide support throughout the entire assignment. The consultant will made available a copy of the agreement for this arrangement for the purpose of evaluation.”

- b) Clause 3 of the Contract Agreement (Annexure-V) of the Scope of work of both the aforesaid Bid Documents stands amended as under:

“3. Commencement and duration of assignment:

The above assignment shall commence with effect from ---- and shall be valid for a period of one year. The assignment may be extended for a further period, if required, with mutual consent and on terms and conditions agreed therein.

The Corporate Consultant shall adhere to the timelines specified in Clause 4.2 of the Scope of work. For any delay, except where extension is allowed on administrative grounds, penalty will be levied as per Clause 4.2.2 of the Scope of work, subject to a ceiling limit of 10% of the contracted amount.”

- c) Requirement of e-PBG in Bid. No. GEM/2023/B/3122061 dated 13.02.2023 stands deleted.

2. Replies / Clarification to Bidders queries are placed at **Annexure-I** and **Annexure-II**.

Subject: Bid No. GEM/2023/B/3122061 dated: 13-02-2023 for Engagement of Corporate Consultants for providing inputs for transmission tariff determination by the Central Electricity Regulatory Commission

&

Bid No. GEM/2023/B/3121440 dated: 13-02-2023 for Engagement of Corporate Consultants for providing inputs for generation tariff determination by the Central Electricity Regulatory Commission

Reference: Pre-bid meeting held on 20.02.2023

Pre-bid meeting of the subject tenders held on 20.02.2023 at CERC's Office. The firms who have participated in the pre-bid meeting, have raised the following points related to the terms and conditions indicated in the tender documents:

Bid No. GEM/2023/B/3122061 dated: 13-02-2023 (Transmission Tariff)				
Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
1	Profile of Consultant (1.3)	Mercados Energy Markets India Pvt. Ltd.	<p><u>Proposed Clause:</u> Each member of the team deployed for the said assignment shall be a full time employee or contractual staff on full time basis of the applicant. However, Team member from Legal profession could also be an external expert. The consultant shall ensure that the said legal expert is available on full time basis throughout the entire assignment. The Legal Expert may be available at CERC on need basis during the term of the assignment.</p> <p><u>Rationale:</u> The bidder respectfully submitted that the role of the Legal Expert will be limited across the term of the assignment and its involvement shall not be required on day to day basis. Therefore, it is humbly requested to modify the clause as mentioned above.</p>	Clause 1.3 of the Profile of the Consultant stands amended as under: <i>"1.3 Each member of the team deployed for the said assignment shall be a full time employee or contractual staff on full time basis of the applicant. However, Team member from Legal profession could also be an external expert. The consultant shall enter into necessary agreement with legal expert / firm to provide support throughout the entire assignment. The consultant will made available a copy of the agreement for this arrangement for the purpose of evaluation."</i>
		ABPS Infrastructure Advisory Private	We hereby submit that the role of the Legal Expert will be limited across the term of the assignment and its involvement shall not be required on day-to-day	

Bid No. GEM/2023/B/3122061 dated: 13-02-2023 (Transmission Tariff)

Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
		Limited	<p>basis. Therefore, it is humbly requested to the Commission to modify the clause as mentioned below:</p> <p><u>Proposed Clause:</u> Each member of the team deployed for the said assignment shall be a full time employee or contractual staff on full time basis of the applicant. However, Team member from Legal profession could also be an external expert. The consultant shall ensure that the said legal expert is available on full time basis throughout the entire assignment. The Legal Expert may be available at CERC on need basis during the term of the assignment.</p>	<p><i>“1.3 Each member of the team deployed for the said assignment shall be a full time employee or contractual staff on full time basis of the applicant. However, Team member from Legal profession could also be an external expert. The consultant shall enter into necessary agreement with legal expert / firm to provide support throughout the entire assignment. The consultant will made available a copy of the agreement for this arrangement for the purpose of evaluation.”</i></p>
2	Criteria for Technical Evaluation (S No. 3 and Note (e))	Mercados Energy Markets India Pvt. Ltd.	<p><u>Proposed Clause:</u> Legal Team Member Qualification Criteria - Graduate degree / Master's degree in law from a reputed institution/ university with 5 years or more experience in regulatory matters.</p> <p><2.5 5 years' of relevant experience – 0 marks >Between 2.5 – 5 5-10 years of relevant experience – 5 marks >5 10 years of relevant experience – 10 marks</p> <p><u>Rationale:</u> It is respectfully submitted that the legal team member with upto 5 years of relevant experience is sufficient for handling the scope of work as per the current RfP. Therefore, it is humbly requested to the Hon'ble Commission to modify the clause as mentioned above.</p>	No Change
		Pricewaterhouse Coopers Pvt. Ltd.	It is requested that no scoring for the legal team member may be done. Legal personnel are required	No Change

Bid No. GEM/2023/B/3122061 dated: 13-02-2023 (Transmission Tariff)

Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
			to vet the orders which will be provided by us as asked in the scope of work. Generally, the requirement is on part-time basis it is therefore requested to clarify whether the legal person will help in drafting the order or in vetting as well.	
		Pricewaterhouse Coopers Pvt. Ltd.	It is requested that the scoring for the technical team member may be relaxed as under: Qualification Criteria – B.E. B. Tech with MBA / M. Tech with 5 years or more experience in regulatory matters. < 2 years of relevant experience – 0 marks >Between 2-5 years of relevant experience – 5 marks >5 years of relevant experience – 10 marks	No Change
		Pricewaterhouse Coopers Pvt. Ltd.	It is requested that the scoring for the finance team member may be relaxed as under: Qualification Criteria – Chartered Accountant/ Cost and Management Accountant/ MBA Finance with 5 years or more experience in regulatory matters. < 2 years of relevant experience – 0 marks >Between 2-5 years of relevant experience – 5 marks >5 years of relevant experience – 10 marks	No Change
3	Scope of Work - Penalty (Clause No. 4.2.2 and clause No. 3 of the Contract Agreement at Annexure-V)	Mercados Energy Markets India Pvt. Ltd.	<u>Proposed Clause (Additional Note):</u> Note: No penalty shall be levied on the consultant for any delay on account of reasons which are not attributable to the consultant. <u>Clarification Required:</u> As per the Clause No. 3 of the Contract Agreement (Annexure V) of the RfP document a weekly penalty commuted @ 1% of the executed value of the work shall be levied on the consultant.	Penalty as proposed in Clause 4.2.2 of the scope of work shall prevail, subject to a ceiling limit of 10% of the contracted amount. Further, Clause 3 of the Contract Agreement (Annexure-V) of the Scope of work stands amended as under: <i>“3. Commencement and duration of assignment: The above assignment shall</i>

Bid No. GEM/2023/B/3122061 dated: 13-02-2023 (Transmission Tariff)

Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
			<p>Therefore, the Hon'ble Commission is requested to kindly clarify, whether this is in addition to the penalty as per the Clause No. 4.2.2, else the same may be deleted.</p>	<p><i>commence with effect from ---- and shall be valid for a period of one year. The assignment may be extended for a further period, if required, with mutual consent and on terms and conditions agreed therein.</i></p> <p><i>The Corporate Consultant shall adhere to the timelines specified in Clause 4.2 of the Scope of work. For any delay, except where extension is allowed on administrative grounds, penalty will be levied as per Clause 4.2.2 of the Scope of work, subject to a ceiling limit of 10% of the contracted amount."</i></p>
		<p>ABPS Infrastructure Advisory Private Limited</p>	<p>Proposed Amendment: Note: Penalty shall be levied on the consultant for any delay on account of reasons which are solely attributable to the consultant. For any other reason such as delay in receiving information from Utilities no penalty should be levied.</p> <p>Clarification Required:</p> <p>As per the Clause No. 3 of the Contract Agreement (Annexure V) of the RFP document a weekly penalty commuted @ 1% of the executed value of the work shall be levied on the consultant. Therefore, it is requested to kindly clarify, whether this is in addition to the penalty as per Clause No. 4.2.2, or else the same may be deleted. In any case, the total penalty to be levied on account</p>	<p>Penalty as proposed in Clause 4.2.2 of the scope of work shall prevail, subject to a ceiling limit of 10% of the contracted amount. Further, Clause 3 of the Contract Agreement (Annexure-V) of the Scope of work stands amended as under:</p> <p><i>"3. Commencement and duration of assignment:</i></p> <p><i>The above assignment shall commence with effect from ---- and shall be valid for a period of one year. The assignment may be extended for a further period, if required, with mutual consent and on terms and conditions agreed therein.</i></p>

Bid No. GEM/2023/B/3122061 dated: 13-02-2023 (Transmission Tariff)

Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
			of all the reasons should be limited to 10% of the Contract Amount.	<i>The Corporate Consultant shall adhere to the timelines specified in Clause 4.2 of the Scope of work. For any delay, except where extension is allowed on administrative grounds, penalty will be levied as per Clause 4.2.2 of the Scope of work, subject to a ceiling limit of 10% of the contracted amount.”</i>
		Pricewaterhouse Coopers Pvt. Ltd.	It is requested to clarify which penalty will be levied on failing to meet the deadlines. It is also requested to clarify the number of petitions that will be allocated to the Consultant on a monthly basis and if that number will remain constant or vary.	<p>Penalty as proposed in Clause 4.2.2 of the scope of work shall prevail, subject to a ceiling limit of 10% of the contracted amount. Further, Clause 3 of the Contract Agreement (Annexure-V) of the Scope of work stands amended as under:</p> <p><i>“3. Commencement and duration of assignment:</i></p> <p><i>The above assignment shall commence with effect from ---- and shall be valid for a period of one year. The assignment may be extended for a further period, if required, with mutual consent and on terms and conditions agreed therein.</i></p> <p><i>The Corporate Consultant shall adhere to the timelines specified in Clause 4.2 of the Scope of work. For any delay, except where extension is allowed on administrative grounds, penalty will be levied as per Clause</i></p>

Bid No. GEM/2023/B/3122061 dated: 13-02-2023 (Transmission Tariff)

Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification															
				4.2.2 of the Scope of work, subject to a ceiling limit of 10% of the contracted amount.”															
4	Scope of Work (Clause No. 4.2.1)	Mercados Energy Markets India Pvt. Ltd.	<p><u>Proposed Clause:</u></p> <table border="1"> <thead> <tr> <th data-bbox="734 400 808 469">Sl. No.</th> <th data-bbox="808 400 1290 469">Activity</th> <th data-bbox="1290 400 1503 469">Schedule Completion</th> </tr> </thead> <tbody> <tr> <td data-bbox="734 469 808 815">1</td> <td data-bbox="808 469 1290 815">Examination/technical validation of the Petition and all the documents referred therein; submission of the draft report of technical validation including the list of inadequacies/data gaps in the petition along with additional information to be sought from the petitioner in the prescribed format.</td> <td data-bbox="1290 469 1503 815">Within 5 working days for transmission tariff from the date of handing over of the petition to the Corporate Consultant</td> </tr> <tr> <td data-bbox="734 815 808 1070">2</td> <td data-bbox="808 815 1290 1070">Examination/analysis of the comments/suggestions/objections received from stakeholders and respondents in response to public notice and the rejoinder of the petitioner. The Corporate Consultant shall submit the issues in the prescribed format.</td> <td data-bbox="1290 815 1503 1070">Within 7 working days after receipt of all objections or suggestions or additional rejoinder.</td> </tr> <tr> <td data-bbox="734 1070 808 1198">3</td> <td data-bbox="808 1070 1290 1198">Submission of inputs for preparing “Record of Proceedings” on the basis of the hearing</td> <td data-bbox="1290 1070 1503 1198">Within 3 1 working day of the hearing.</td> </tr> <tr> <td data-bbox="734 1198 808 1442">4</td> <td data-bbox="808 1198 1290 1442">Submission of the inputs along with final tariff calculations for taking a final view on the petition.</td> <td data-bbox="1290 1198 1503 1442">Within 15 working days of the hearing where all required information is available on record. Else</td> </tr> </tbody> </table>	Sl. No.	Activity	Schedule Completion	1	Examination/technical validation of the Petition and all the documents referred therein; submission of the draft report of technical validation including the list of inadequacies/data gaps in the petition along with additional information to be sought from the petitioner in the prescribed format.	Within 5 working days for transmission tariff from the date of handing over of the petition to the Corporate Consultant	2	Examination/analysis of the comments/suggestions/objections received from stakeholders and respondents in response to public notice and the rejoinder of the petitioner. The Corporate Consultant shall submit the issues in the prescribed format.	Within 7 working days after receipt of all objections or suggestions or additional rejoinder.	3	Submission of inputs for preparing “Record of Proceedings” on the basis of the hearing	Within 3 1 working day of the hearing.	4	Submission of the inputs along with final tariff calculations for taking a final view on the petition.	Within 15 working days of the hearing where all required information is available on record. Else	No Change.
Sl. No.	Activity	Schedule Completion																	
1	Examination/technical validation of the Petition and all the documents referred therein; submission of the draft report of technical validation including the list of inadequacies/data gaps in the petition along with additional information to be sought from the petitioner in the prescribed format.	Within 5 working days for transmission tariff from the date of handing over of the petition to the Corporate Consultant																	
2	Examination/analysis of the comments/suggestions/objections received from stakeholders and respondents in response to public notice and the rejoinder of the petitioner. The Corporate Consultant shall submit the issues in the prescribed format.	Within 7 working days after receipt of all objections or suggestions or additional rejoinder.																	
3	Submission of inputs for preparing “Record of Proceedings” on the basis of the hearing	Within 3 1 working day of the hearing.																	
4	Submission of the inputs along with final tariff calculations for taking a final view on the petition.	Within 15 working days of the hearing where all required information is available on record. Else																	

Bid No. GEM/2023/B/3122061 dated: 13-02-2023 (Transmission Tariff)

Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
			within 15 working days of submission of the required information by the parties.	
		Pricewaterhouse Coopers Pvt. Ltd.	It is requested to provide a minimum of 2 days to submit the RoP after the hearing.	No Change.
5	Scope of work (Clause 3.3)	Pricewaterhouse Coopers Pvt. Ltd.	It is requested to confirm that the final payment shall be released after the expiry of time limit (45 days) for filing Appeal from the date of issuance of Tariff Order/Review Order by the Commission. Though, the Consultant would provide the inputs in Appeals / Writs, however, final payment cannot be left pending till these are finally disposed of.	As per the payment terms of the bid document.
6	Scope of work (Clause 5)	Pricewaterhouse Coopers Pvt. Ltd.	It is requested to provide the details of the 113 petitions that will be allocated so that we can disclose any potential conflict of interest.	Upon assigning of the petitions to consultants, 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.
7	Scope of work (Clause 7)	Pricewaterhouse Coopers Pvt. Ltd.	It is requested that the Commission may consider a transmission petition as a single petition upto 5 assets, if the number of assets are more than 5 the petitions may be considered as multiple petitions in the multiple of 5 assets. (e.g. 14 assets may be considered as 3 petitions	No Change.

Bid No. GEM/2023/B/3122061 dated: 13-02-2023 (Transmission Tariff)

Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
			for billing purpose)	
8	Bid Document (Estimated Bid Value)	Mercados Energy Markets India Pvt. Ltd.	The bidder humbly submits that considering the no. of petitions the budget of Rs. 1,11,87,000/- is very low and we request you to kindly increase the budget value, commensurate with the effort and the manpower to be deployed.	No Change.
		ABPS Infrastructure Advisory Private Limited	Considering the no. of petitions and manhours required, the budget of Rs. 1,11,87,000/- is very low and we humbly request to kindly increase the budget value, commensurate with the effort and the manpower to be deployed.	No Change.
9	Bid Document (ePBG Detail)	Mercados Energy Markets India Pvt. Ltd.	<p><u>Proposed Clause</u></p> <p>To be deleted.</p> <p><u>Clarification Required:</u> It is humbly submitted that Clause No. 1.4 (Payment Terms) already provides for withholding of 10% of the monthly payments.</p> <p>We understand the above amount of 10% shall be treated as a performance guarantee and will be released after the completion of the contract. Therefore, the additional requirement of 3% of ePBG may be deleted.</p>	e-PBG not required.
10	Fee Proposed, (Annexure III) & Price Bid Format as per the GEM Portal	Mercados Energy Markets India Pvt. Ltd.	<p>As per the price format in the Annexure III for the RfP, the bidder is required to quote rate for per petition. However, the GEM portal requires the bidder to quote total lumpsum cost. Further as per the GEM portal the bidder is require to quote prices inclusive of taxes, but in the price format in the Annexure III for the RfP, prices excluding taxes.</p> <p>We request to kindly modify the portal format for the</p>	Price Format provided as per Annexure-III of the Scope of Work of the Bid Document shall prevail.

Bid No. GEM/2023/B/3122061 dated: 13-02-2023 (Transmission Tariff)

Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
			price bid and align the same with the price bid format provided in the Annexure III for the RfP.	
11	Bid End Date	Pricewaterhouse Coopers Pvt. Ltd.	It is requested to extend the date of submission of the bid by 2 weeks.	No change
12	Additional clause	Pricewaterhouse Coopers Pvt. Ltd.	It is requested to grant time if the same consultant wins both assignments with both teams having overlapping members. The Commission may provide sufficient time to the Consultant to mobilize and deploy the team	As per the provisions of the Bid document.

Annexure-II

Bid No. GEM/2023/B/3121440 dated: 13-02-2023 (Generation Tariff)

Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
1	Scope of Work-Penalty (Clause No. 4.2.2 and clause No. 3 of the Contract Agreement at Annexure-V)	Pricewaterhouse Coopers Pvt. Ltd.	It is requested to clarify which penalty will be levied on failing to meet the deadlines. It is also requested to clarify the number of petitions that will be allocated to the Consultant on a monthly basis and if that number will remain constant or vary.	<p>Penalty as proposed in Clause 4.2.2 of the scope of work shall prevail, subject to a ceiling limit of 10% of the contracted amount. Further, Clause 3 of the Contract Agreement (Annexure-V) of the Scope of work stands amended as under:</p> <p><i>“3. Commencement and duration of assignment:</i></p> <p><i>The above assignment shall commence with effect from ---- and shall be valid for a period of one year. The assignment may be extended for a further period, if required, with mutual consent and on terms and conditions agreed therein.</i></p> <p><i>The Corporate Consultant shall adhere to the timelines specified in Clause 4.2 of the Scope of work. For any delay, except where extension is allowed on administrative grounds, penalty will be levied as per Clause 4.2.2 of the Scope of work, subject to a ceiling limit of 10% of the contracted amount.”</i></p>
2	Scope of Work (Clause No. 4.2.1)	Pricewaterhouse Coopers Pvt. Ltd.	It is requested to provide a minimum of 4 days to submit the RoP after the hearing.	No Change.
3	Criteria for Technical Evaluation (S No. 3 and	Pricewaterhouse Coopers Pvt. Ltd.	It is requested that no scoring for the legal team member may be done. Legal personnel are required to vet the orders which will be provided by us as asked in the scope of work. Generally,	No Change.

Bid No. GEM/2023/B/3121440 dated: 13-02-2023 (Generation Tariff)

Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
	Note (e))		the requirement is on part-time basis it is therefore requested to clarify whether the legal person will help in drafting the order or in vetting as well.	
		Pricewaterhouse Coopers Pvt. Ltd.	It is requested that the scoring for the technical team member may be relaxed as under: Qualification Criteria – B.E. B. Tech with MBA / M. Tech with 5 years or more experience in regulatory matters. < 2 years of relevant experience – 0 marks >Between 2-5 years of relevant experience – 5 marks >5 years of relevant experience – 10 marks	No Change.
		Pricewaterhouse Coopers Pvt. Ltd.	It is requested that the scoring for the finance team member may be relaxed as under: Qualification Criteria – Chartered Accountant/ Cost and Management Accountant/ MBA Finance with 5 years or more experience in regulatory matters. < 2 years of relevant experience – 0 marks >Between 2-5 years of relevant experience – 5 marks >5 years of relevant experience – 10 marks	No Change.
4	Scope of work (Clause 3.3)	Pricewaterhouse Coopers Pvt. Ltd.	It is requested to confirm that the final payment shall be released after the expiry of time limit (45 days) for filing Appeal from the date of issuance of Tariff Order/Review Order by the Commission. Though, the Consultant would provide the inputs in Appeals / Writs, however, final payment cannot be left pending till these are finally disposed of.	As per the payment terms of the bid document.
5	Scope of work (Clause 5)	Pricewaterhouse Coopers Pvt. Ltd.	It is requested to provide the details of the 115 petitions that will be allocated so that we can	Upon assigning of the petitions to consultants, if the consultants find

Bid No. GEM/2023/B/3121440 dated: 13-02-2023 (Generation Tariff)

Sl. No.	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
			disclose any potential conflict of interest.	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.
6	Scope of work (Clause 7)	Pricewaterhouse Coopers Pvt. Ltd.	It is requested that the Commission may consider a combined petition for two tariff periods as two different petitions for billing.	No Change.
7	Bid End Date	Pricewaterhouse Coopers Pvt. Ltd.	It is requested to extend the date of submission of the bid by 2 weeks.	No Change.
8	Additional clause	Pricewaterhouse Coopers Pvt. Ltd.	It is requested to grant time if the same consultant wins both assignments with both teams having overlapping members. The Commission may provide sufficient time to the Consultant to mobilize and deploy the team.	As per the provisions of the Bid document.
