

**CENTRAL ELECTRICITY REGULATORY COMMISSION**

6<sup>th</sup>, 7<sup>th</sup> & 8<sup>th</sup> Floors, Tower B, World Trade Centre,  
Nauroji Nagar, New Delhi- 110029

No. ADMN-11043/2/2024-CERC

Dated: 25.11.2024

**Subject: Corrigendum to Bid No. GEM/2024/B/5508004 dated: 25-10-2024 for Engagement of Corporate Consultants for providing inputs for Generation tariff determination by the Central Electricity Regulatory Commission**

**&**

**Corrigendum to Bid No. GEM/2024/B/5510520 dated: 25-10-2024 for Engagement of Corporate Consultants for providing inputs for Transmission 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) A new clause 3.1.A added after sub-clause 3.1.3 of clause 3.1 of the Scope of work of both the aforesaid Bid Documents as under:-

“3.1.A The Commission at its discretion may assign some pending tariff petitions from old tariff periods”

- (b) Clause 4.2.6 of the Deliverables and duration of the Assignment under the Scope of work of both the aforesaid Bid Documents stands amended as under:

*“4.2.6 The Corporate Consultant shall deploy the adequate number of professionals/manpower on daily basis to ensure that the deliverables are commensurate with the timeline and requirements. However, the Corporate Consultant shall ensure on-site deployment of the at-least following manpower on a monthly basis:*

<b>Team of Corporate Consultant</b>	<b>On-site availability per month</b>
<i>A Technical Team Member</i>	<i>At-least 20 days</i>
<i>A Finance Team Member</i>	<i>At-least 15 days</i>
<i>A Legal Team Member</i>	<i>At-least one day per week</i>

“

- (c) Evaluation Document i.e. Criteria for Technical Evaluation of both the aforesaid Bid Documents stands amended and placed at **Annexure-I.**

(d) **Specific to Bid No. GEM/2024/B/5510520 (Transmission Tariff):** Under clause 6.2 of the Application and Evaluation Criteria of the Scope of Work, tentative number of transmission tariff petitions mentioned as 500 shall be read as 550. **Accordingly, bidders are now required to quote for 550 TT petitions.** Annexure-III (DETAILED PROPOSAL FOR ASSIGNMENT (FINANCIAL)) of the Scope of the work stands amended and placed at **Annexure-II** to this corrigendum. Also, the Estimated bid value may be read as Rs. 9,62,50,000/-.

(e) Bid end date is extended up to 06-12-2024

2. Replies / Clarification to Bidders queries are placed at **Annexure-III** and **Annexure-IV**.

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**Criteria for Technical Evaluation**

The technical performance of bidder meeting minimum qualifying criteria shall be evaluated based on the following criteria:

<b>S. No.</b>	<b>Criteria for Technical Evaluation</b>	<b>Maximum Marks</b>
	<b>The Consultant's relevant experience for the assignment</b>	<b>30</b>
1	<p>The Corporate Consultant during the last 10 years should have completed at least 10 assignments relating to tariff determination in respect of thermal, hydro and gas based generation projects and transmission projects and/or filed tariff petitions (including tariff computation) of generating companies, transmission licensees and distribution companies.</p> <p>(a) 20 Marks for 10 completed assignments in last 10 years  (b) 2 mark for each additional completed assignment in last 10 year which is to be evidenced by completion certificate</p>	Max 30 marks
2	<p><b>Understanding of the issues and approach to be followed</b></p> <p>(The marks would be awarded by the Consultancy Evaluation Committee based on the understanding, approach and methodology presented by the Consultant during the presentation) Presentation to be uploaded with bid.</p>	<b>30</b>
3	<b>The Qualification and experience of the key staff (who would actually be working on the proposed project)</b>	<b>40</b>
(a)	<p><b>Technical Team Member</b></p> <p>Qualification Criteria – B.E. B. Tech with MBA / M. Tech with 5 years or more experience in regulatory matters.</p> <p>&lt;3 years' of relevant experience – 0 marks  &gt;Between 3-5 years of relevant experience – 5 marks  &gt;5 years of relevant experience – 10 marks</p>	Max 10 marks
(b)	<p><b>Finance Team Member</b></p> <p>Qualification Criteria - Chartered Accountant/ Cost and Management Accountant/ MBA Finance/ MBA Power Management with 5 years or more experience in regulatory matters.</p> <p>&lt;3 years' of relevant experience – 0 marks  &gt;Between 3-5 years of relevant experience – 5 marks  &gt;5 years of relevant experience – 10 marks</p>	Max 10 marks
(c)	<p><b>Legal Team Member</b></p> <p>Qualification Criteria - Graduate degree / Master's degree in law from a reputed institution/ university with 5 years or more experience in regulatory matters.</p>	Max 10 marks

S. No.	Criteria for Technical Evaluation	Maximum Marks
	<3 years' of relevant experience – 0 marks >Between 3-5 years of relevant experience – 5 marks >5 years of relevant experience – 10 marks	
(d)	<b>Project Leader***</b> Qualification Criteria – B.E. B. Tech with MBA / M. Tech or Chartered Accountant/ Cost and Management Accountant/ MBA Finance/ MBA Power Management with 10 years or more experience in regulatory matters. 10 or more years of relevant experience – 10 marks	Max 10 marks
<b>Total</b>		<b>100</b>

\*\*\* He/she is required to attend all Commission meetings scheduled with the Corporate Consultant

**Note:**

- a) Actual CV has to be submitted for each of the proposed team members.
- b) Submission of completion certificate is essential. Where the applicant is not able to furnish completion certificate, the applicant is required to submit invoices raised, bill-wise details of payment received duly certified by the Chartered Accountant, TDS certificate for all payments received and copy of full and final / last bill paid by company in support of completion certificate.
- c) Under a retainership project, tariff determination of thermal & hydro generation and transmission projects carried out during a year shall be considered as single assignment and can be quoted accordingly under 1(a) and 1(b) of the above table **“Criteria for Technical Evaluation”**.
- d) Experience of handling number of tariff petitions for thermal and hydro generation and transmission projects under a single project / contract will be treated as one assignment.
- e) It is expected that the key members of the team proposed in the bid document shall continue throughout the duration of the assignment. In the event of any of the key members not being available for any reason, other experts of the consulting firm with equivalent level of qualification and experience shall be deployed with the prior approval. Failure to meet the criteria shall be construed as non-compliance of the terms of assignment thereby making the consulting firm liable for penal action as per agreement.

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**Annexure-II to the Corrigendum**

**Annexure-III**

**DETAILED PROPOSAL FOR ASSIGNMENT**

**(FINANCIAL)**

**I. GENERAL INFORMATION:**

1. Title of the Proposed Assignment:
2. Name and address of the Organization/ Institution:
3. Name & Designation of the Key Person:
4. Contact address of the Key Person (e-mail/ fax/ telephone):
5. Certificate of authorization in case of Institutes/ other organizations:

**II. Fee Proposed:**

6. Amount of Fee proposed for:

Sl. No.	Particulars	Amount per petition (in ₹) (A)	GST ....% (B)	GST amount (in ₹) (C)	Total amount per petition inclusive of GST (in ₹) (D) = (A)+(C)
1	<b>Fee quoted per Petition</b>		.....%		
2	Tentative number of Transmission tariff petitions		<b>550</b>		--
3	<b>Total fee for the assignment inclusive of GST ((D) above x 550)</b>				

7. Monthly retainership fee shall be paid over and above the fee quoted at Sl. No. 6 above.

**Signature of Authorised Representative**

**Subject: Bid No. GEM/2024/B/5508004 dated: 25-10-2024 for Engagement of Corporate Consultants for providing inputs for transmission tariff determination by the Central Electricity Regulatory Commission**

&

**Bid No. GEM/2024/B/5510520 dated: 25-10-2024 for Engagement of Corporate Consultants for providing inputs for Transmission tariff determination by the Central Electricity Regulatory Commission**

**Reference: Pre-bid meeting held on 06.11.2024**

Pre-bid meeting of the subject tenders held on 06.11.2024 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:

<b>Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)</b>								
<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>		<b>Clarification</b>			
1	Scope of Work - Deliverables and duration of the Assignment (Clause No. 4.2.1)	PWC	<p><b>The Corporate Consultant shall complete each milestone in accordance with the following timeline:</b></p> <table border="1"> <tr> <td>2</td> <td>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>It is submitted that keeping two dates for the submission of the factsheet may lead to overlapping, therefore, a single date may be kept for the submission of the factsheet.  Therefore, it is requested to amend the clause as follows: <b><i>Factsheet in the prescribed format shall be required to be submitted 3 days prior to the date of hearing.</i></b></td> </tr> </table>		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.	It is submitted that keeping two dates for the submission of the factsheet may lead to overlapping, therefore, a single date may be kept for the submission of the factsheet.  Therefore, it is requested to amend the clause as follows: <b><i>Factsheet in the prescribed format shall be required to be submitted 3 days prior to the date of hearing.</i></b>	No change
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.	It is submitted that keeping two dates for the submission of the factsheet may lead to overlapping, therefore, a single date may be kept for the submission of the factsheet.  Therefore, it is requested to amend the clause as follows: <b><i>Factsheet in the prescribed format shall be required to be submitted 3 days prior to the date of hearing.</i></b>						

**Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)**

Sl. No	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders		Clarification	
			4	Submission of the inputs along with final tariff calculations for taking a final view on the petition.		
		Mercados Energy Market India Private Limited	Proposed Clause: The Corporate Consultant shall complete each milestone in accordance with the following timeline:		It is clarified that penalty as proposed in Clause 4.2.2 of the scope of work shall prevail, subject to a ceiling limit of 10% of the contract value.	
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 7 days from the date of handing over of the petition to the Corporate Consultant				
2	Examination/analysis of the comments/suggestions/objecti ons received from stakeholders and respondents in response to public notice and the rejoinder	Within 7 days after receipt of all objections or suggestions or additional rejoinder. However, the issues in				

**Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)**

Sl. No	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders		Clarification									
				of the petitioner. The Corporate Consultant shall submit the issues in the prescribed format.	the prescribed format shall be required to be submitted 3 days prior to the date of hearing.									
			3	Submission of inputs for preparing “Record of Proceedings” on the basis of the hearing	Within 2 days of the hearing.									
			4	Submission of the inputs along with final tariff calculations for taking a final view on the petition.	Within 10 days of the hearing where all required information is available on record. Else within 10 days of submission of the required information by the parties.									
			<p>4.1.1 The time-line for deliverables is to be strictly adhered to. For any delay, except where extension is allowed, following penalty will be levied:</p> <table border="1" data-bbox="770 997 1601 1279"> <thead> <tr> <th>Sl. No.</th> <th>Event</th> <th>Penalty in Rs.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Non-achievement of timelines mentioned at Sl. No. 1 to 3 of the table in Paragraph 4.2.1 above</td> <td>1000 per day</td> </tr> <tr> <td>2</td> <td>Non-achievement of timeline mentioned at Sl. No. 4 of the table in Paragraph 4.2.1 above</td> <td>2000 per day</td> </tr> </tbody> </table> <p><b>Note-Subject to a maximum penalty of 10% of the total contract value.</b></p>			Sl. No.	Event	Penalty in Rs.	1	Non-achievement of timelines mentioned at Sl. No. 1 to 3 of the table in Paragraph 4.2.1 above	1000 per day	2	Non-achievement of timeline mentioned at Sl. No. 4 of the table in Paragraph 4.2.1 above	2000 per day
Sl. No.	Event	Penalty in Rs.												
1	Non-achievement of timelines mentioned at Sl. No. 1 to 3 of the table in Paragraph 4.2.1 above	1000 per day												
2	Non-achievement of timeline mentioned at Sl. No. 4 of the table in Paragraph 4.2.1 above	2000 per day												



<b>Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)</b>				
<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
			<p><b>Rationale:</b> It is requested that penalty may be capped at 10% of the contract value. Typically, in all contracts, the liquidated damages have a ceiling limit. Imposing a reasonable limit supports continuous engagement and sustains the Consultant's ability to allocate resources effectively for quality outcomes, even in cases where unforeseen challenges arise. It aligns with fair contract practices, fostering a collaborative environment focused on achieving project goals without disproportionately punitive measures.</p>	
		Deloitte Touché Tohmatsu India LLP	We request the Commission to use 'Working Days' instead of days in the timelines mentioned under clause 4.2.1 of the scope of work.	No change
2	Scope of Work - Deliverables and duration of the Assignment (Clause No. 4.2.3)	PWC	<p>It is submitted that submission of the inputs for Order, etc. from the Project Leader should suffice to consider that the same is duly vetted. Accordingly, we request to kindly consider the modified provision as follows: The project leader of the Corporate Consultant at the time of submitting the input for Order and RoPs to the Commission shall ensure that it is complete in all respect and duly vetted from financial, technical and legal point of view. <del>and also produce the certificate to this extent</del></p>	Submission of Certificate from Project leader certifying that inputs have been vetted is essential.
3	Scope of Work - Deliverables and duration of the Assignment (Clause No. 4.2.6)	ABPS Infra	<p><i>4.2.6 The Corporate Consultant shall deploy the adequate number of professionals/manpower on daily basis to ensure that the deliverables are commensurate with the timeline and requirements. However, the Corporate Consultant shall ensure on-site deployment of the at-least following manpower on a monthly basis: Team of Corporate Consultant On-site availability per month A Technical Team Member* At-least 20 days A Finance Team Member* At-least 15 days</i></p>	Clause 4.2.6 of stands amended and on-site availability of Project Leader shall be on requirement basis.

**Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)**

Sl. No	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
			<p><i>A Legal Team Member At-least one day per week</i>  <i>*On site availability of the Project Leader is mandatorily required in line with ‘on-site availability per month’ mentioned in above table considering the Project Leader as Technical Team Member or Finance Team Member based on his qualifications and experiences.</i></p> <p><b>Proposed Amendment:</b>  <i>...Team of Corporate Consultants On-site availability per month</i>  <i>A Technical Team Member* At-least <b>15</b> days</i>  <i>A Finance Team Member* At-least <b>10</b> days</i>  <i>A Legal Team Member At-least one day <b>per month</b></i></p> <p>The Commission has issued bids for the Transmission and Generation Petitions, separately. However, if the Corporate Consultant chooses to participate in both the Bids then whether the Commission will allow the Team Members to be common for both the assignments or separate team is required for Generation and Transmission. As the members are not Transmission and Generation specific in terms of experience, same team shall be allowed as this will also help in optimisation of total bid cost.</p>	
		PWC	<p>We request to kindly consider the modified provision as follows:                      The Corporate Consultant shall deploy the adequate number of professionals/manpower on requirement basis to ensure that the deliverables are commensurate with the timeline and requirements. However, the Corporate Consultant shall ensure on-site deployment of the at-least following manpower on a monthly basis:</p>	<p>Clause 4.2.6 stands amended and on-site availability of Project Leader shall be on requirement basis.</p>

**Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)**

Sl. No	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders		Clarification
			Team of Corporate Consultant	On-site availability	
			A Technical Team Member*	3days per week	
			A Finance Team Member*	2days per week	
			A legal Team Member	1day per week	
			<p>*On site availability of the Project Leader is mandatorily required in line with 'on-site availability per month' mentioned in the above table considering the Project Leader as Technical Team Member or Finance Team Member based on his qualifications and experiences.</p>		
		Mercados Energy Market India Private Limited	<p>Proposed Clause: The Corporate Consultant shall deploy the adequate number of professionals/manpower on daily basis to ensure that the deliverables are commensurate with the timeline and requirements. However, the Corporate Consultant shall ensure on-site deployment of the at-least following manpower on a monthly basis:</p>		Clause 4.2.6 stands amended and on-site availability of Project Leader shall be on requirement basis.
			Team of Corporate Consultant	On-site availability per month	
			A Technical Team Member*	At-least 12days	
			A Finance Team Member*	At-least 12days	
			A legal Team Member	At-least 12days	
			<p>*On site availability of the Project Leader is mandatorily required in line with 'on-site availability per month' mentioned in above table considering the Project Leader as Technical Team Member or Finance Team Member based on his qualifications and experiences.</p>		

**Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)**

Sl. No	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification										
			<p><b>Rationale:</b> Based on our past experience when we worked with CERC for FY 2014-19 control period, we have observed that the involvement of legal team member is very crucial for the successful and timely execution of the assignment. All team members are required to work together as a cohesive unit. Hence, the deployment of all team members should be for equal number of days.</p> <table border="1" data-bbox="674 580 1408 932"> <tr> <td data-bbox="674 580 1048 651">Team of Corporate Consultant</td> <td data-bbox="1048 580 1408 651">On-site availability</td> </tr> <tr> <td data-bbox="674 651 1048 721">A Technical Team Member</td> <td data-bbox="1048 651 1408 721">At-least 20 days</td> </tr> <tr> <td data-bbox="674 721 1048 791">A Finance Team Member</td> <td data-bbox="1048 721 1408 791">At-least 15 days</td> </tr> <tr> <td data-bbox="674 791 1048 861">A legal Team Member</td> <td data-bbox="1048 791 1408 861">As per requirement</td> </tr> <tr> <td data-bbox="674 861 1048 932">Project Leader</td> <td data-bbox="1048 861 1408 932">As per requirement</td> </tr> </table> <p>We request the Commission to consider revising the on-site availability requirement for the Legal Team Member. Specifically, we propose that the Legal Team Member's presence be on an "as-required" basis rather than a fixed schedule of one day per week. This adjustment would allow the legal team to respond effectively to specific project needs as they arise, ensuring efficient use of resources and better alignment with the project's requirements.</p>	Team of Corporate Consultant	On-site availability	A Technical Team Member	At-least 20 days	A Finance Team Member	At-least 15 days	A legal Team Member	As per requirement	Project Leader	As per requirement	<p>Clause 4.2.6 of stands amended and on-site availability of Project Leader shall be on requirement basis.</p>
Team of Corporate Consultant	On-site availability													
A Technical Team Member	At-least 20 days													
A Finance Team Member	At-least 15 days													
A legal Team Member	As per requirement													
Project Leader	As per requirement													
4	Scope of Work - Deliverables and duration of the Assignment (Clause No. 4.2.7)	PWC	<p>We request to kindly consider the modified provision as follows:</p> <p>Marking of daily attendance by the Corporate Consultant with the Nodal officer (to be nominated) shall be mandatory. In the event of non/short availability of any team member of the Corporate</p>	No change										

<b>Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)</b>				
<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
			Consultant as required in Paragraph 4.2.6 above, the monthly retainership fee shall be deducted on pro rata basis for the number of days of absence.	
5	Scope of Work - Deliverables and duration of the Assignment (Clause No. 4.2.8)	ABPS Infra	<b>Proposed Amendment:</b> <i>4.2.8 Depending on the work load or for any other reason, if the Commission feels that the physical presence of the Corporate Consultant's team is not required, it may waive the on-site availability requirement specified in paragraph 4.2.6 above, with <b>30</b> days' advance notice. In such case, no monthly retainership fee will be paid.</i>	No change
6	Scope of Work – Conflict of Interest (Clause No.5)	PWC	<p>The Undertaking language states that the Consultant should not be rendering any advice, directly or indirectly, to those organizations whose tariff would be determined by CERC. Professional services firms like PwC render a plethora of services to such clients which are not in the nature of filing tariff petitions such as Bid Advisory, M&amp;A, Taxation, Policy Advocacy etc. These nature of work in these assignments would not be in conflict to the work expected in tariff orders. It is therefore suggested that the language be modified to restrict the scope of subject consultancy services so rendered to only tariff petition filing related assignments, while excluding any other assignments not relevant to tariff petitions.</p> <p>Further, any assignments taken up in the past, where the final deliverables have been given to the client, should be beyond the purview of this declaration. We therefore request you to change the language to ensure only current obligations are covered in the purview of this declaration.</p> <p>It is also requested to allow the bidders to give this declaration along with another list of potential assignment conflicts (e.g. for PwC shared below). The Commission can then keep these conflicts in</p>	<p>Clause (a) of the undertaking provides that the Corporate Consultant has not undertaken any consultancy service or assignment or given any advice either directly or indirectly on tariff petitions <u>that are part of the present assignment.</u></p> <p>Further, upon assigning of the petitions to consultants, if the consultants find that any petition assigned to them is conflicting with their ongoing/present assignments directly or indirectly, they will notify the same to the Commission immediately.</p>

**Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)**

Sl. No	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification
			<p>mind while determining the split while awarding the final assignment.</p> <p>The undertaking format in Annexure I, which is supposed to be read with Section 5, does not give any format for disclosure of current assignments with other clients, which may please be provided.</p>	No Change
		Deloitte Touché Tohmatsu India LLP	<p>5. Conflict of Interest  <del>The Corporate Consultant is required to enclose an undertaking/affidavit (as at Annexure I) that they are not handling any assignment that would be in conflict with this assignment or place the Commission in a position of not being able to carry out this assignment objectively and impartially.</del> The Corporate Consultant shall be required to disclose the details of current assignments / clients / obligations at the time of receipt of any Petition. The Commission's decision in these matters will be final and binding.</p> <p><b>Rationale:</b>                      It is difficult to provide an undertaking with respect to the conflict of interest without knowing the firm/ petitions at this stage. Therefore, we request the Commission to exclude this clause and allow Consultants to select the petitions which are not in conflict with respect to clients/ engagements which are being handled by the respective Consultancy firms at later stage.</p>	Upon assigning of the petitions to consultants, if the consultants find that any petition assigned to them is conflicting with their ongoing/present assignments directly or indirectly, they will notify the same to the Commission immediately.
7	Scope of Work	PWC	<p><b>Limitation of Liability</b>                      We request to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Client may consider including the following language:</p> <p>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but</p>	As per the clause 18 of General terms and conditions of the GEM Bid document which covers this aspect.

<b>Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)</b>				
<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
			not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."	
8	Scope of Work (Clause No. 6.4)	PWC	The Commission is requested to clarify whether the Presentation is to be enclosed along with the Proposal or to be delivered at the time of presentation.	Presentation to be uploaded / submitted alongwith Bid.
9	Scope of Work (Clause No. 6.7 and 6.8)	PWC	It is submitted that the evaluation of bids may be carried out in Quality Cost based Selection (QCBS) manner with Technical: Financial in the ratio of 70:30 instead of "L1" basis.  The Commission may award the work to the consultant obtaining Highest score H1 and H2 at lower of the price quoted by H1 and H2. However, the H1 bidder may be assigned 10% more petitions than the H2 bidder.	No change
10	Scope of Work – ANNEXURE—V, Agreement (Clause No. 3 Commencement and duration of assignment)	ABPS Infra	<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 and 4.2.7 of the Scope of work, subject to a ceiling limit of 10% of the contracted amount.</i>  <b>Proposed Amendment:</b> <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 and 4.2.7 of the Scope of work, subject to a ceiling limit of 5% of the respective Petition's amount as per the Financial Bid format.</i>	No change

<b>Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)</b>				
<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
		PWC	We request to cap the liquidated damages/penalties cumulatively to 5% of the total contract value	No change
11	Scope of Work - ANNEXURE—V, Agreement (CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT)	Deloitte Touché Tohmatsu India LLP	5.1 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 10 1 years from and after the effective date of this agreement and from the termination of the agreement dated (Insert Date) unless extended by CERC in relation to the said assignment/Permitted Purpose.	No change
12	Payment Terms (Clause No. 1.5)	ABPS Infra	<p><b>Proposed Amendment:</b>  <i>1.5 The Corporate Consultant shall be paid on a monthly basis as per the accepted rate in respect of petitions completed <b>within 30 days of issuance of the Order or Submission of the Invoice by the Corporate Consultant, whichever is later</b>, subject to withholding of 10% payment of completed work, which shall be paid <b>within 45 days</b> after the successful completion of the assignment.</i></p> <p><b>Rationale:</b>  There is no timeline mentioned for payment to be made and the same should be included. Also, the withholding amount should be released in a time-bound manner i.e. within 45 days post-completion of the contract period.</p>	Upon receipt of invoice, efforts will be made to process the payment at the earliest.
		PWC	It is requested that rather than withholding of 10% payment of completed work, a performance bank guarantee of 10% of total contract value may be submitted by the successful Bidder(s) at the engagement initiation.	No change
		Mercados Energy Market India	The client is requested to provide clarity on the duration within which the consultant will be paid after the invoice has been raised to the client according to the timeline mentioned in the clause. Prompt payment on the part and clarity on payment cycle of the client would help us to price our proposal competitively.	Upon receipt of invoice, efforts will be made to process the payment at the earliest.



<b>Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)</b>				
<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
		Private Limited		
13	Payment Terms (Clause No. 1.6) Payment Terms	ABPS Infra	<p><b>Proposed Amendment:</b>  <i>1.6 The Corporate Consultant shall be paid a monthly retainership fee of Rs. <b>400000/-</b> (excluding GST) <b>within 30 days of the bills raised by the Corporate Consultant.</b> The Corporate Consultant shall raise a bill in the first week of every month. In the event of non/short availability of any team member of the Corporate Consultant as required in Paragraph 4.2.6 of the Scope of Work, the monthly retainership fee will not be paid.</i></p> <p><b>Rationale:</b>            Considering the manpower requirement and attendance to be necessary as per requirement under Clause 4.2.6 of the Scope of Work the monthly retainership fee is low and should be at least Rs. 4,00,000/Month.</p>	No change
		PWC	The retainership fee of Rs. 100000/- (excluding GST) is too low and it may be increased to Rs. 180000/- commensurate the on-site availability of the legal, technical and finance member. The fee maybe decided as per the experience requirement of the experts.	No change
		Deloitte Touché Tohmatsu India LLP	Please confirm the % payment to be made for each milestone of each petition. We propose the Commission may consider payment linked to milestones defined in the RFP.	No change
14	Criteria for Technical Evaluation (Clause No. 3)	ABPS Infra	<p><b>Proposed Amendment:</b>  <b>(b) Finance Team Member</b>  <i>Qualification Criteria - Chartered Accountant/ Cost and Management Accountant/ MBA Finance/ <b>MBA Power Management</b> with 5 years or more experience in regulatory matters.</i></p> <p><b>Rationale:</b></p>	Evaluation Document i.e. Criteria for Technical Evaluation stands amended. <b>Annexure-II</b> to the Corrigendum may please be referred.

<b>Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)</b>				
<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
			The professionals who have acquired an MBA in Power Management having experience in financial matters of the Tariff Petitions should be considered as a qualified member for "Finance Team Member".	
		Deloitte Touché Tohmatsu India LLP	<p>Technical Team Member</p> <ul style="list-style-type: none"> <li>• Qualification Criteria – B.E. B. Tech with MBA/ M.Tech</li> <li>• &gt;10 5 years of relevant experience – 10 marks</li> </ul> <p>Financial Team Member</p> <ul style="list-style-type: none"> <li>• Qualification Criteria – Chartered Accountant/ Cost and Management Accountant/ MBA Finance</li> <li>• &gt;10 5 years of relevant experience – 10 marks</li> </ul> <p>Project Leader</p> <ul style="list-style-type: none"> <li>• Qualification Criteria – B.E. B. Tech with MBA/ M.Tech</li> <li>• &gt;10 years of relevant experience – 10 marks</li> </ul> <p>Given that number of resources shall be required to be deployed for the timely completion of large number of petitions, we request the Commission to reduce the years of experience required from team members, so that we may deploy multiple team members.</p> <p>Project Leader may be deployed in addition to Technical and Financial Team member, with higher qualification requirements.</p>	Evaluation Document i.e. Criteria for Technical Evaluation stands amended. <b>Annexure-II</b> to the Corrigendum may please be referred.
15	Qualification Criteria – Minimum Annual financial Turnover	ABPS Infra	<b>Proposed Amendment:</b> <i>Minimum Average Annual Turnover of the bidder (For 3 Years) – 800 Lakh (s)</i>	No Change
		PWC	The applicant must have minimum annual financial turnover of Rs. 10 crore during the last three years. Documentary evidence to this effect duly attested by a Chartered Accountant should be submitted alongwith the Bid.	No Change
16	Bid Document –	ABPS Infra	<b>Suggestion:</b>	No Change

<b>Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)</b>				
<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
	Estimated Bid Value		Considering the manpower requirement and attendance to be necessary at the CERC office, as per Clause 4.2.6 of Scope of Work, the estimated bid value is low and should be reviewed.	
		Deloitte Touché Tohmatsu India LLP	The current estimated bid value is very low. In view of the significant effort required for undertaking analysis and preparation of each Order, we request you to increase the estimated bid value. This would enable experienced consultants to participate and ensure quality of the deliverables by deploying experienced personnel.	No Change
17	Bid Document - Past Experience of Similar Services	ABPS Infra	<p><b>Proposed Amendment:</b>  <i>This clause should be removed as the same is not part of the “Criteria for Technical Evaluation “.</i></p> <p>Alternatively, as the work is to be divided among the selected consultancy firms, this should be revised based on the number of consultancy firms and the estimated value of the work to be revised to each consultancy firm.</p>	Past Experience of Similar Services shall be as per “Pre-qualifications Criteria” uploaded in the bid document.
18	Bid Document - Financial Bid	ABPS Infra	<p><b>Proposed Amendment:</b>  <i>Fee quoted per Petition</i>  <i>Total fee for the assignment inclusive of GST ((D) above x 200)</i></p> <p><b>Note 1:</b> <i>In case, a single Generation Tariff petition is filed for truing-up of tariff of 2019-24 as well as for determination of 2024-29 tariff period, then the fees shall be paid 1.5 times of the rate quoted per petition at (D) above.</i></p> <p><b>Note 2:</b> <i>In case, a single Generation Tariff petition is filed for 3 Control Periods, for any reason, then an additional 0.5 times fees shall be paid at the rate quoted per petition at (D) above.</i></p>	No change
		Deloitte Touché Tohmatsu India LLP	We propose that similar clause may be added in Transmission Tariff tender as well.	No Change

<b>Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)</b>				
<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
			<p>Also, we propose that the multiplier may also be applied on other complex tariff petitions involving:</p> <ul style="list-style-type: none"> <li>• Multiple generation units, with different CODs and common cost allocation</li> <li>• Additional capitalization</li> <li>• Transmission projects with multiple elements</li> </ul>	
19	Bid Document (Details of GT Petitions)	PWC	It is submitted that a list of the Tariff Petitions with basic details, e.g. Petitioner name, Asset Details (No. of Units), and other details like – Capital Cost determination / Truing-up/ Tariff Determination etc. may be shared, for correct estimation of the effort required.	The expected petitions are likely into the range of 200 GT petitions.
20	Last date of Submission	PWC	It is requested to extend the bid submission date by atleast 2 weeks from the issuance of corrigendum/ clarifications to the Prebid queries.	Bid end date is extended up to 06-12-2024 17:00:00
		Deloitte Touché Tohmatsu India LLP	We request the Commission to grant two weeks extension in bid submission date, to allow us to get necessary documents/ approvals.	
21	Others	PWC	<p><b>Consultant's Liability</b></p> <p>It is requested that consultant's liability may be limited to 1X of the total contract value. It is the normal industry practice. A clause may be inserted as – "Consultant's total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one-time professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from client systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</p>	As per the clause 18 of General terms and conditions of the GEM Bid document which covers this aspect.
22	Others	Deloitte Touché	<p><b>Limited Liability</b></p> <p>We request inclusion of the following clause under Limited Liability:</p>	As per the clause 18 of General terms and

**Bid No. GEM/2024/B/5508004 dated 25th October, 2024 (Generation Tariff)**

<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
		Tohmatsu India LLP	<p>“Total aggregate liability of Contractor for claims asserted by Purchaser under or in connection with this Contract, regardless of the form of the action or the theory of recovery, shall be limited to one times the Contract Price”.</p> <p>This is a mandatory requirement as per our risk clearance process.</p>	conditions of the GEM Bid document which covers this aspect.
23	Others	<b>PWC</b>	<p><b>Liability for any indirect and consequential losses or damages</b></p> <p>It is requested to limit consultant’s liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. We request to kindly consider the modified provision as follows:</p> <p>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	As per the clause 18 of General terms and conditions of the GEM Bid document which covers this aspect.
24	Others	Deloitte Touché Tohmatsu India LLP	<p><b>Indemnity</b></p> <p>We request the Commission to cap the indemnity and the consultant should be only liable for indemnities which are judicially determined and solely attributable to Deloitte. This is a mandatory requirement as per our risk clearance process.</p>	As per the clause 18 of General terms and conditions of the GEM Bid document which covers this aspect.

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Bid No. GEM/2024/B/5510520 dated 25th October, 2024 (Transmission Tariff)						
Sl. No	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders		Clarification	
1	Scope of Work - Deliverables and duration of the Assignment (Clause No. 4.2.1)	PWC	<b>The Corporate Consultant shall complete each milestone in accordance with the following timeline:</b>		No change	
			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.		It is submitted that keeping two dates for the submission of the factsheet may lead to overlapping, therefore, a single date may be kept for the submission of the factsheet.  Therefore, it is requested to amend the clause as follows:  <b><i>Factsheet in the prescribed format shall be required to be submitted 3 days prior to the date of hearing.</i></b>
			4	Submission of the inputs along with final tariff calculations for taking a final view on the petition.		Within 15 days of the hearing where all required information is available on record. Else within 15 days of submission of the required information by the parties.
		Mercados Energy Market India Private Limited	Proposed Clause: The Corporate Consultant shall complete each milestone in accordance with the following timeline:		It is clarified that penalty as proposed in Clause 4.2.2 of the scope of work shall prevail, subject to a ceiling limit of 10% of the contract value.	

**Bid No. GEM/2024/B/5510520 dated 25th October, 2024 (Transmission Tariff)**

<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>			<b>Clarification</b>
			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 7 days 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 days after receipt of all objections or suggestions or additional rejoinder. However, the issues in the prescribed format shall be required to be submitted 3 days prior to the date of hearing.	
			3	Submission of inputs for preparing "Record of Proceedings" on the basis of the hearing	Within 2 days of the hearing.	
			4	Submission of the inputs along with final tariff calculations for taking a final view on the petition.	Within 10 days of the hearing where all required information is available on record. Else within 10 days of submission of the required information by the parties.	

**Bid No. GEM/2024/B/5510520 dated 25th October, 2024 (Transmission Tariff)**

Sl. No	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders	Clarification									
			<p>4.1.1 The time-line for deliverables is to be strictly adhered to. For any delay, except where extension is allowed, following penalty will be levied:</p> <table border="1" data-bbox="770 448 1601 751"> <thead> <tr> <th data-bbox="770 448 864 523">Sl. No.</th> <th data-bbox="864 448 1357 523">Event</th> <th data-bbox="1357 448 1601 523">Penalty in Rs.</th> </tr> </thead> <tbody> <tr> <td data-bbox="770 523 864 639">1</td> <td data-bbox="864 523 1357 639">Non-achievement of timelines mentioned at Sl. No. 1 to 3 of the table in Paragraph 4.2.1 above</td> <td data-bbox="1357 523 1601 639">1000 per day</td> </tr> <tr> <td data-bbox="770 639 864 751">2</td> <td data-bbox="864 639 1357 751">Non-achievement of timeline mentioned at Sl. No. 4 of the table in Paragraph 4.2.1 above</td> <td data-bbox="1357 639 1601 751">2000 per day</td> </tr> </tbody> </table> <p><b>Note-Subject to a maximum penalty of 10% of the total contract value.</b></p> <p><b>Rationale:</b> It is requested that penalty may be capped at 10% of the contract value. Typically, in all contracts, the liquidated damages have a ceiling limit. Imposing a reasonable limit supports continuous engagement and sustains the Consultant's ability to allocate resources effectively for quality outcomes, even in cases where unforeseen challenges arise. It aligns with fair contract practices, fostering a collaborative environment focused on achieving project goals without disproportionately punitive measures.</p>	Sl. No.	Event	Penalty in Rs.	1	Non-achievement of timelines mentioned at Sl. No. 1 to 3 of the table in Paragraph 4.2.1 above	1000 per day	2	Non-achievement of timeline mentioned at Sl. No. 4 of the table in Paragraph 4.2.1 above	2000 per day	
Sl. No.	Event	Penalty in Rs.											
1	Non-achievement of timelines mentioned at Sl. No. 1 to 3 of the table in Paragraph 4.2.1 above	1000 per day											
2	Non-achievement of timeline mentioned at Sl. No. 4 of the table in Paragraph 4.2.1 above	2000 per day											
	Scope of Work - Deliverables and	Deloitte Touché Tohmatsu India LLP	We request the Commission to use 'Working Days' instead of days in the timelines mentioned under clause 4.2.1 of the scope of work.	No change									
2	Scope of Work - Deliverables and	PWC	It is submitted that submission of the inputs for Order, etc. from the Project Leader should suffice to consider that the same is duly	Submission of Certificate from Project leader									



**Bid No. GEM/2024/B/5510520 dated 25th October, 2024 (Transmission Tariff)**

<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
	duration of the Assignment (Clause No. 4.2.3)		vetted. Accordingly, we request to kindly consider the modified provision as follows: The project leader of the Corporate Consultant at the time of submitting the input for Order and RoPs to the Commission shall ensure that it is complete in all respect and duly vetted from financial, technical and legal point of view. <del>and also produce the certificate to this extent</del>	certifying that inputs have been vetted is essential.
3	Scope of Work - Deliverables and duration of the Assignment (Clause No. 4.2.6)	ABPS Infra	<p>.....<i>Team of Corporate Consultant On-site availability per month</i>  <i>A Technical Team Member* At-least 20 days</i>  <i>A Finance Team Member* At-least 15 days</i>  <i>A Legal Team Member At-least one day per week</i>  <i>*On site availability of the Project Leader is mandatorily required in line with 'on-site availability per month' mentioned in above table considering the Project Leader as Technical Team Member or Finance Team Member based on his qualifications and experiences.</i></p> <p><b>Proposed Amendment:</b>  <i>...Team of Corporate Consultants On-site availability per month</i>  <i>A Technical Team Member* At-least <b>15</b> days</i>  <i>A Finance Team Member* At-least <b>10</b> days</i>  <i>A Legal Team Member At-least one day <b>per month</b></i></p> <p>The Commission has issued bids for the Transmission and Generation Petitions, separately. However, if the Corporate Consultant chooses to participate in both the Bids then whether the Commission will allow the Team Members to be common for both the assignments or separate team is required for Generation and Transmission. As the members are not Transmission and Generation specific in terms of experience, same team shall be allowed as this will also help in optimisation of total bid cost.</p>	Clause 4.2.6 of stands amended and on-site availability of Project Leader shall be on requirement basis.

**Bid No. GEM/2024/B/5510520 dated 25th October, 2024 (Transmission Tariff)**

<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>								
		PWC	<p>We request to kindly consider the modified provision as follows: The Corporate Consultant shall deploy the adequate number of professionals/manpower on requirement basis to ensure that the deliverables are commensurate with the timeline and requirements. However, the Corporate Consultant shall ensure on-site deployment of the at-least following manpower on a monthly basis:</p> <table border="1" data-bbox="674 544 1323 807"> <tr> <td data-bbox="674 544 1003 619">Team of Corporate Consultant</td> <td data-bbox="1003 544 1323 619">On-site availability</td> </tr> <tr> <td data-bbox="674 619 1003 694">A Technical Team Member*</td> <td data-bbox="1003 619 1323 694">3days per week</td> </tr> <tr> <td data-bbox="674 694 1003 769">A Finance Team Member*</td> <td data-bbox="1003 694 1323 769">2days per week</td> </tr> <tr> <td data-bbox="674 769 1003 807">A legal Team Member</td> <td data-bbox="1003 769 1323 807">1day per week</td> </tr> </table> <p>*On site availability of the Project Leader is mandatorily required in line with ‘on-site availability per month’ mentioned in the above table considering the Project Leader as Technical Team Member or Finance Team Member based on his qualifications and experiences.</p>	Team of Corporate Consultant	On-site availability	A Technical Team Member*	3days per week	A Finance Team Member*	2days per week	A legal Team Member	1day per week	Clause 4.2.6 of stands amended and on-site availability of Project Leader shall be on requirement basis.
Team of Corporate Consultant	On-site availability											
A Technical Team Member*	3days per week											
A Finance Team Member*	2days per week											
A legal Team Member	1day per week											
		Mercados Energy Market India Private Limited	<p>Proposed Clause: The Corporate Consultant shall deploy the adequate number of professionals/manpower on daily basis to ensure that the deliverables are commensurate with the timeline and requirements. However, the Corporate Consultant shall ensure on-site deployment of the at-least following manpower on a monthly basis:</p>	Clause 4.2.6 of stands amended and on-site availability of Project Leader shall be on requirement basis.								

**Bid No. GEM/2024/B/5510520 dated 25th October, 2024 (Transmission Tariff)**

Sl. No	Clause Reference	Query raised by	Query/Proposal from Prospective Bidders		Clarification
			Team of Corporate Consultant	On-site availability per month	
			A Technical Team Member*	At-least 12days	
			A Finance Team Member*	At-least 12days	
			A legal Team Member	At-least 12days	
			<p>*On site availability of the Project Leader is mandatorily required in line with ‘on-site availability per month’ mentioned in above table considering the Project Leader as Technical Team Member or Finance Team Member based on his qualifications and experiences.</p>		
			<p><b>Rationale:</b> Based on our past experience when we worked with CERC for FY 2014-19 control period, we have observed that the involvement of legal team member is very crucial for the successful and timely execution of the assignment. All team members are required to work together as a cohesive unit. Hence, the deployment of all team members should be for equal number of days.</p>		
		Deloitte Touché Tohmatsu India LLP	Team of Corporate Consultant	On-site availability	Clause 4.2.6 of stands amended and on-site availability of Project Leader shall be on requirement basis.
			A Technical Team Member	At-least 20 days	
			A Finance Team Member	At-least 15 days	
			A legal Team Member	As per requirement	
			Project Leader	As per requirement	
			<p>We request the Commission to consider revising the on-site availability requirement for the Legal Team Member. Specifically, we</p>		

**Bid No. GEM/2024/B/5510520 dated 25th October, 2024 (Transmission Tariff)**

<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
			propose that the Legal Team Member's presence be on an "as-required" basis rather than a fixed schedule of one day per week. This adjustment would allow the legal team to respond effectively to specific project needs as they arise, ensuring efficient use of resources and better alignment with the project's requirements.	
4	Scope of Work - Deliverables and duration of the Assignment (Clause No. 4.2.7)	PWC	We request to kindly consider the modified provision as follows:  Marking of daily attendance by the Corporate Consultant with the Nodal officer (to be nominated) shall be mandatory. In the event of non/short availability of any team member of the Corporate Consultant as required in Paragraph 4.2.6 above, the monthly retainership fee shall be deducted on pro rata basis for the number of days of absence.	No change
5	Scope of Work - Deliverables and duration of the Assignment (Clause No. 4.2.8)	ABPS Infra	<b>Proposed Amendment:</b> <i>4.2.8 Depending on the work load or for any other reason, if the Commission feels that the physical presence of the Corporate Consultant's team is not required, it may waive the on-site availability requirement specified in paragraph 4.2.6 above, with 30 days' advance notice. In such case, no monthly retainership fee will be paid.</i>	No change
6	Scope of Work – Conflict of Interest (Clause No.5)	PWC	The Undertaking language states that the Consultant should not be rendering any advice, directly or indirectly, to those organizations whose tariff would be determined by CERC. Professional services firms like PwC render a plethora of services to such clients which are not in the nature of filing tariff petitions such as Bid Advisory, M&A, Taxation, Policy Advocacy etc. These nature of work in these assignments would not be in conflict to the work expected in tariff orders. It is therefore suggested that the language be modified to restrict the scope of subject consultancy services so rendered to only tariff petition filing related assignments, while excluding any other assignments not relevant to tariff petitions.  Further, any assignments taken up in the past, where the final deliverables have been given to the client, should be beyond the	Clause (a) of the undertaking provides that the Corporate Consultant has not undertaken any consultancy service or assignment or given any advice either directly or indirectly on tariff petitions <u>that are part of the present assignment.</u> Further, upon assigning of the petitions to consultants, if the consultants find that any

**Bid No. GEM/2024/B/5510520 dated 25th October, 2024 (Transmission Tariff)**

<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
			<p>purview of this declaration. We therefore request you to change the language to ensure only current obligations are covered in the purview of this declaration.</p> <p>It is also requested to allow the bidders to give this declaration along with another list of potential assignment conflicts (e.g. for PwC shared below). The Commission can then keep these conflicts in mind while determining the split while awarding the final assignment.</p> <p>The undertaking format in Annexure I, which is supposed to be read with Section 5, does not give any format for disclosure of current assignments with other clients, which may please be provided.</p>	<p>petition assigned to them is conflicting with their ongoing/present assignments directly or indirectly, they will notify the same to the Commission immediately.</p>
		<p>Deloitte Touché Tohmatsu India LLP</p>	<p>5. Conflict of Interest <del>The Corporate Consultant is required to enclose an undertaking/affidavit (as at Annexure I) that they are not handling any assignment that would be in conflict with this assignment or place the Commission in a position of not being able to carry out this assignment objectively and impartially.</del> The Corporate Consultant shall be required to disclose the details of current assignments / clients /obligations at the time of receipt of any Petition. The Commission's decision in these matters will be final and binding.</p> <p><b>Rationale:</b> It is difficult to provide an undertaking with respect to the conflict of interest without knowing the firm/ petitions at this stage. Therefore, we request the Commission to exclude this clause and allow Consultants to select the petitions which are not in conflict with respect to clients/ engagements which are being handled by the respective Consultancy firms at later stage.</p>	<p>Upon assigning of the petitions to consultants, if the consultants find that any petition assigned to them is conflicting with their ongoing/present assignments directly or indirectly, they will notify the same to the Commission immediately.</p>

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<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
7	Scope of Work	PWC	<p><b>Limitation of Liability</b> We request to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Client may consider including the following language:</p> <p>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	As per the clause 18 of General terms and conditions of the GEM Bid document which covers this aspect.
8	Scope of Work (Clause No. 6.4)	PWC	The Commission is requested to clarify whether the Presentation is to be enclosed along with the Proposal or to be delivered at the time of presentation.	Presentation to be uploaded / submitted alongwith Bid.
9	Scope of Work (Clause No. 6.7 and 6.8)	PWC	<p>It is submitted that the evaluation of bids may be carried out in Quality Cost based Selection (QCBS) manner with Technical: Financial in the ratio of 70:30 instead of "L1" basis.</p> <p>The Commission may award the work to the consultant obtaining Highest score H1 and H2 at lower of the price quoted by H1 and H2. However, the H1 bidder may be assigned 10% more petitions than the H2 bidder.</p>	No change
10	Scope of Work - ANNEXURE—V, Agreement (Clause No. 3 Commencement	ABPS Infra	<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 and 4.2.7 of the Scope of work, subject to a ceiling limit of 10% of the contracted amount.</i>	No change

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<b>Sl. No</b>	<b>Clause Reference</b>	<b>Query raised by</b>	<b>Query/Proposal from Prospective Bidders</b>	<b>Clarification</b>
	and duration of assignment)		<p><b>Proposed Amendment:</b>  <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 and 4.2.7 of the Scope of work, subject to a ceiling limit of 5% of the respective Petition's amount as per the Financial Bid format.</i></p>	
		PWC	We request to cap the liquidated damages/penalties cumulatively to 5% of the total contract value	No change
11	Scope of Work - ANNEXURE—V, Agreement (CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT)	Deloitte Touché Tohmatsu India LLP	5.1 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 <del>10</del> 1 years from and after the effective date of this agreement and from the termination of the agreement dated (Insert Date) unless extended by CERC in relation to the said assignment/Permitted Purpose.	No change
12	Payment Terms (Clause No. 1.5)	ABPS Infra	<p><b>Proposed Amendment:</b>  <i>1.5 The Corporate Consultant shall be paid on a monthly basis as per the accepted rate in respect of petitions completed <b>within 30 days of issuance of the Order or Submission of the Invoice by the Corporate Consultant, whichever is later</b>, subject to withholding of 10% payment of completed work, which shall be paid <b>within 45 days</b> after the successful completion of the assignment.</i></p> <p><b>Rationale:</b>                      There is no timeline mentioned for payment to be made and the same should be included. Also, the withholding amount should be released in a time-bound manner i.e. within 45 days post-completion of the contract period.</p>	Upon receipt of invoice, efforts will be made to process the payment at the earliest.

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		PWC	It is requested that rather than withholding of 10% payment of completed work, a performance bank guarantee of 10% of total contract value may be submitted by the successful Bidder(s) at the engagement initiation.	No change
		Mercados Energy Market India Private Limited	The client is requested to provide clarity on the duration within which the consultant will be paid after the invoice has been raised to the client according to the timeline mentioned in the clause. Prompt payment on the part and clarity on payment cycle of the client would help us to price our proposal competitively.	Upon receipt of invoice, efforts will be made to process the payment at the earliest.
13	Payment Terms (Clause No. 1.6) Payment Terms	ABPS Infra	<p><b>Proposed Amendment:</b>  <i>1.6 The Corporate Consultant shall be paid a monthly retainership fee of Rs. 400000/- (excluding GST) <b>within 30 days of the bills raised by the Corporate Consultant.</b> The Corporate Consultant shall raise a bill in the first week of every month. In the event of non/short availability of any team member of the Corporate Consultant as required in Paragraph 4.2.6 of the Scope of Work, the monthly retainership fee will not be paid.</i></p> <p><b>Rationale:</b>            Considering the manpower requirement and attendance to be necessary as per requirement under Clause 4.2.6 of the Scope of Work the monthly retainership fee is low and should be at least Rs. 4,00,000/Month.</p>	No change
		PWC	The retainership fee of Rs. 100000/- (excluding GST) is too low and it may be increased to Rs. 180000/- commensurate the on-site availability of the legal, technical and finance member. The fee maybe decided as per the experience requirement of the experts.	No change



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		Deloitte Touché Tohmatsu India LLP	Please confirm the % payment to be made for each milestone of each petition. We propose the Commission may consider payment linked to milestones defined in the RFP.	No change
14	Criteria for Technical Evaluation (Clause No. 3)	ABPS Infra	<p><b>Proposed Amendment:</b>  <b>(b) Finance Team Member</b>  <i>Qualification Criteria - Chartered Accountant/ Cost and Management Accountant/ MBA Finance/ <b>MBA Power Management</b> with 5 years or more experience in regulatory matters.</i></p> <p><b>Rationale:</b>  The professionals who have acquired an MBA in Power Management having experience in financial matters of the Tariff Petitions should be considered as a qualified member for “Finance Team Member”.</p>	Evaluation Document i.e. Criteria for Technical Evaluation stands amended. <b>Annexure-II</b> to the Corrigendum may please be referred.
		Deloitte Touché Tohmatsu India LLP	<p>Technical Team Member</p> <ul style="list-style-type: none"> <li>• Qualification Criteria – B.E. B. Tech with MBA/ M.Tech</li> <li>• &gt;10 5 years of relevant experience – 10 marks</li> </ul> <p>Financial Team Member</p> <ul style="list-style-type: none"> <li>• Qualification Criteria – Chartered Accountant/ Cost and Management Accountant/ MBA Finance</li> <li>• &gt;10 5 years of relevant experience – 10 marks</li> </ul> <p>Project Leader</p> <ul style="list-style-type: none"> <li>• Qualification Criteria – B.E. B. Tech with MBA/ M.Tech</li> <li>• &gt;10 years of relevant experience – 10 marks</li> </ul> <p>Given that number of resources shall be required to be deployed for the timely completion of large number of petitions, we request the Commission to reduce the years of experience required from team members, so that we may deploy multiple team members.</p>	Evaluation Document i.e. Criteria for Technical Evaluation stands amended. <b>Annexure-II</b> to the Corrigendum may please be referred.

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			Project Leader may be deployed in addition to Technical and Financial Team member, with higher qualification requirements.	
15	Qualification Criteria – Minimum Annual financial Turnover	ABPS Infra	<b>Proposed Amendment:</b> <i>Minimum Average Annual Turnover of the bidder (For 3 Years) – 800 Lakh (s)</i>	No Change
		PWC	The applicant must have minimum annual financial turnover of Rs. 10 crore during the last three years. Documentary evidence to this effect duly attested by a Chartered Accountant should be submitted alongwith the Bid.	No Change
16	Bid Document – Estimated Bid Value	ABPS Infra	<b>Suggestion:</b> Considering the manpower requirement and attendance to be necessary at the CERC office, as per Clause 4.2.6 of Scope of Work, the estimated bid value is low and needs be reviewed.	No Change
		Deloitte Touché Tohmatsu India LLP	The current estimated bid value is very low. In view of the significant effort required for undertaking analysis and preparation of each Order, we request you to increase the estimated bid value. This would enable experienced consultants to participate and ensure quality of the deliverables by deploying experienced personnel.	No Change
17	Bid Document - Past Experience of Similar Services	ABPS Infra	<b>Proposed Amendment:</b> <i>This clause should be removed as the same is not part of the “Criteria for Technical Evaluation “.</i>  Alternatively, as the work is to be divided among the selected consultancy firms, this should be revised based on the number	Past Experience of Similar Services shall be as per “Pre-qualifications Criteria” uploaded in the bid document.

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			of consultancy firms and the estimated value of the work to be revised to each consultancy firm.	
18	Bid Document - Financial Bid	ABPS Infra	<p><b>Proposed Amendment:</b>  <i>Fee quoted per Petition (with less than 10 assets)</i>  <i>Total fee for the assignment inclusive of GST ((D) above x 500)</i></p> <p>Note: In case, the Petition consists of more than 10 assets or equal to 10 assets, then the fees shall be paid 2.0 times of the rate quoted per petition at (D) above.</p>	No Change
		Mercados Energy Market India Private Limited	<p>In our experience, many petitions have multiple transmission assets, sometimes exceeding 10 or even 20 assets within a single petition. This significantly increases the complexity and workload involved in their examination, analysis, and reporting leading to additional mandays which are required to complete the tasks.</p> <p>The cumulative efforts needed for these cases are not linear; as the number of assets increases, so does the required attention to detail, data handling, and validation, thereby multiplying the overall workload.</p> <p>To address this and ensure fair compensation for the increased effort, we propose a scalable multiplier for cost assessment based on the number of assets involved. Specifically:</p> <ul style="list-style-type: none"> <li>• For petition involving 1-5 transmission assets: Fee Multiplier of 1</li> <li>• For petition involving 6-10 transmission assets: Fee multiplier of 2</li> <li>• For petition involving 11-15 transmission assets: Fee Multiplier of 3</li> </ul>	No Change

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			<ul style="list-style-type: none"> <li>For petition involving 16-20 transmission assets: Fee multiplier of 4</li> <li>For petition involving more than 20 transmission assets: Fee multiplier of 5</li> </ul> <p>This tiered approach ensures that the costing reflects the additional resources, time, and analytical efforts needed as the scope of the petition broadens. It provides a structured, logical method for scaling compensation, aligning with the practical realities of handling petitions with varied asset counts.</p>	
		Deloitte Touché Tohmatsu India LLP	<p>We propose that similar clause may be added in Transmission Tariff tender as well.</p> <p>Also, we propose that the multiplier may also be applied on other complex tariff petitions involving:</p> <ul style="list-style-type: none"> <li>Multiple generation units, with different CODs and common cost allocation</li> <li>Additional capitalization</li> <li>Transmission projects with multiple elements</li> </ul>	No Change
19	Bid Document (Details of TT Petitions)	PWC	<p>It is submitted that the effort estimate for TT Petitions is directly proportionate to No. of Assets involved in the TT Petitions or additional capitalisation during the tariff period, which ranges from single asset to multiple assets going even beyond 20 assets in many cases. A significant proportion of TT Petitions out of the total lot of approx. 500 nos. of Petitions are expected to be plain vanilla single asset tariff determination petitions or petitions where there is no additional capitalisation during the tariff periods (2009-24, 2024-29). As the award criteria for the eligible bidders will be L1 basis, a tentative number of petitions where there is no additional capitalisation or single asset Petitions, forming part of the total 500</p>	<p>Tentative number of transmission tariff petitions mentioned at Clause 6.2 of the Application and Evaluation Criteria of the Scope of Work shall be read as 550. Accordingly, bidders are now required to quote for 550 TT petitions under amended <b>Annexure-III</b></p>

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			nos. (approx.) may be indicated. This would be critical for providing a competitive and informed bid.	(refer annexure-II of the Corrigendum).
		ABPS Infra	<b>Clarification:</b> Requesting the Commission to state the tentative ratio of single-asset Petitions Vs multiple-asset Petitions that will be allocated to the Corporate Consultant for better estimation of the cost to be quoted.	
20	Last date of Submission	PWC	It is requested to extend the bid submission date by atleast 2 weeks from the issuance of corrigendum/ clarifications to the Prebid queries.	Bid end date is extended up to 06-12-2024 17:00:00
		Deloitte Touché Tohmatsu India LLP	We request the Commission to grant two weeks extension in bid submission date, to allow us to get necessary documents/ approvals.	
21	Others	PWC	<b>Consultant's Liability</b> It is requested that consultant's liability may be limited to 1X of the total contract value. It is the normal industry practice. A clause may be inserted as – "Consultant's total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one-time professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from client systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	As per the clause 18 of General terms and conditions of the GEM Bid document which covers this aspect.
22	Others	Deloitte Touché Tohmatsu India LLP	<b>Limited Liability</b> We request inclusion of the following clause under Limited Liability: "Total aggregate liability of Contractor for claims asserted by Purchaser under or in connection with this Contract, regardless of the form of the action or the theory of recovery, shall be limited to one times the Contract Price".	As per the clause 18 of General terms and conditions of the GEM Bid document which covers this aspect.

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			This is a mandatory requirement as per our risk clearance process.	
23	Others	<b>PWC</b>	<p><b>Liability for any indirect and consequential losses or damages</b> It is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. We request to kindly consider the modified provision as follows: "Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	As per the clause 18 of General terms and conditions of the GEM Bid document which covers this aspect.
24	Others	Deloitte Touché Tohmatsu India LLP	<p><b>Indemnity</b> We request the Commission to cap the indemnity and the consultant should be only liable for indemnities which are judicially determined and solely attributable to Deloitte. This is a mandatory requirement as per our risk clearance process.</p>	As per the clause 18 of General terms and conditions of the GEM Bid document which covers this aspect.

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