

GUJARAT ELECTRICITY REGULATORY COMMISSION

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No.: GERC/Tariff/ **N-2164**

Date: 22.11.2024

Subject : Engagement of Consultant to provide assistance to GERC in the work of Preparation of Multi-Year Tariff Orders for the 4th Control Period.

In response to queries raised by the participants on the RfP document for providing assistance to GERC in the work of preparation of Tariff Order for FY 2025-26 dated 24.10.2024, the following amendments to the RfP document and clarifications are hereby issued.

- a. The Clause No. i) of Srl. No. 4. Eligibility & Qualification Criteria to the RfP is amended as follows:

*“ i) Personnel of Consultancy Firm should be a Graduate, Post Graduate or Doctorate of relevant disciplines and additionally have MBA / CMA / CA / CS / Law qualifications related to tasks which are to be performed and shall be technically sound with practical knowledge in performing various assigned tasks. **All the personnel proposed by the Consulting firm must be on the payroll of the Bidding Firm prior to the date of submission of the Bid.***

The profile of key personnel is as under:

- A. *Project Director – at least 15 years of experience in power sector. (Preferably BE/ME & MBA / Ph.D.)*
- B. *Project Leader – at least 12 years of experience in power sector with qualification of BE/ME & MBA or Ph.D. or CA / CMA / CS.*
- C. *Regulatory Expert – at least 12 years of experience in power sector (Preferably BE/ME & MBA or Ph.D.)*
- D. *Financial & Accounting Expert – at least 12 years of experience, preferably in the power sector with qualification of CA / CMA / CS.*

*The project executives having at least 5 years of experience in power sector shall support these experts. **The successful bidder shall ensure that at least three (3) personnel shall continuously remain present at the Commission’s office during the months from January to March 2025, in order to carry out the work related***

to assistance to the Commission for MYT Petitions analysis and other aspects and if required, till Orders are issued on MYT petitions by the Commission.

However, the firm may strengthen its team with additional manpower as per requirement of the assignment. Any deployment of additional manpower should be made with the approval of the Commission. Such manpower must be on the payroll of the Bidding Firm prior to the date of submission of the Bid.

“

- b. The Clause No. (1) of the Srl. No. 4. Eligibility & Qualification Criteria to the RfP is amended as follows:

“1) The Bidding firm, its leadership and its personnel proposed to be deployed for the purposes of this assignment should not have been blacklisted / debarred for conducting studies or consultancy services by any Electricity Regulatory Commission in India/MoP/MNRE in past or present, nor there is any pending dispute in this regard. An undertaking in this regard shall be given by the consultant in the form V. Further, the consultant must demonstrate their ability to deliver the scope of work effectively, adhering to all relevant legal and professional standards and shall act in consonance with Govt. Policy / Rules / Regulations and shall not enter private communication with respect the assignment without prior consent of the Commission and maintain confidentiality”

- c. The Clause No. (2) and (5) of the Srl. No. 6. Evaluation of Bids to the RfP is amended as follows:

“2) Technical component will carry 70% weightage and financial evaluation will carry 30% weightage.”

“5) The proposed prices and consolidated cost shall be read and recorded in the minutes of the opening of bids. The financial bid having least consolidated cost will be given a financial score of 100 and other bids will be given the financial scores that are inversely proportional to their prices. The total score shall be obtained as the weighted average of technical score (70%) and financial score (30%).”

- d. The Clause No. (3) of the Srl. No. 6. Evaluation of Bids to the RfP is amended as follows:

“Technical evaluation will be done, taking into account the criteria mentioned below by the Consultancy Evaluation Committee (CEC) to be nominated by the Commission. Each criterion shall be marked on a scale of 1 to 100 and then the mark for each criterion shall be weighted to calculate average technical scores. Weights in the following ranges will be used by the Committee appointed by the Commission to

calculate the weighted average technical score for each proposal:

Technical Parameters (Criteria)		Weight
A	The consultant's relevant experience for the assignment	35
	i. <i>Prior experience in formulation of MYT Regulations during past 12 years completing as on 31.03.2024. [Full Weight is assigned to Two successfully completed assignments, Half weight is assigned to one successfully completed assignment. Zero weight is assigned to no prior experience.]</i>	10
	ii. <i>Prior experience in developing guidelines/rules or undertaken relevant studies related to Electricity Tariff and its allied areas on behalf of ERCs/World Bank/ADB/IMF/MoP/CEA/MNRE/FoR/State Governments during past 12 years completing as on 31.03.2024 [Full Weight is assigned to Two successfully completed assignments, Half weight is assigned to one successfully completed assignment. Zero weight is assigned to no prior experience.]</i>	05
	iii. <i>Prior experience of assistance in working on Multi-Year Tariff Orders assignment for Generation, Transmission and Distribution of Electricity each, during past 12 years completing as on 31.03.2024. [Full Weight is assigned to Two successfully completed assignments in G,T & D of electricity, Half weight is assigned to one successfully completed assignment in G,T & D of electricity. Zero weight is assigned to no prior experience.]</i>	12
	iv. <i>Prior experience of working with Electricity Regulatory Commissions on Tariff related assignment during past 12 years completing as on 31.03.2024. [Full Weight is assigned to prior experience working with at least Eight ERCs on Tariff related assignment, with a pro rata distribution. Zero weight is assigned to no prior experience.]</i>	08
B	The quality of the methodology proposed for the assignment with considerations of various provisions of MYT Regulations and its various subjects(understanding of the issues and approach to be followed). The shortlisted bidders will be called for interaction with the CEC (to be supplemented with a presentation) on the parameter.	25
C	The qualification, competence and experience of the personnel proposed	40
	i. <i>General Qualification</i>	20
	ii. <i>Adequacy, competency and experience</i>	20
	Total Technical Score	100

e. The Srl. No. 10. Additional Terms and Conditions is amended as follows:

“The Commission intends to issue a separate Request for Proposals (RfPs) shortly for assignments related to providing assistance in the Regulatory Matters on a Retainer Basis very shortly. Therefore, the RfPs for 1) MYT Orders for FY 2025-26 and 2) Regulatory Matters on a Retainer Basis will be treated independently. In the event that a bidding firm is selected as a successful bidder for both assignments, the following conditions will apply:

- The successful bidder must confirm their willingness to undertake both assignments specified in the RfPs. They are required to provide separate and independent teams with the requisite educational qualification and experience for each assignment.*
- If the bidder chooses to undertake only one of the two assignments, the selection of the assignment is at the bidder's discretion. This decision must be communicated to the Commission in writing within **three working days** of notification of their successful bid.”*

f. The Srl. No. 11. Last date of submission of RFP is amended as follows:

“ The final bids complete in all respect are required to be submitted latest by, on or before 29.11.2024, up to 1800 hours IST. ...”

g. The N.B. under Form II is amended as follows:

*“ **N.B.:** Please also refer to the Technical Parameters (Criteria) outlined in the table under Clause 3, Serial No. 5 of the RfP when submitting the required details.. Attach a copy of certificate issued by the respective organization for whom the assignment was carried out.”*

h. The Form V is amended as follows:

“ FORM V

Declaration / Certification (To be submitted on affidavit)

To,
The Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City,
Dist.: Gandhinagar, Gujarat - 382050.

Sir,

I have carefully gone through the Terms & Conditions contained in the Request for

Proposal document regarding the work of providing assistance to GERC in preparation of the MYT Orders for FY 2025-26. I hereby declare and undertake that neither the firm nor the leadership nor any personnel proposed to be deployed for the purposes of this assignment are blacklisted / debarred for conducting studies or consultancy services by any Electricity Regulatory Commission of India/MoP/MNRE in past or present nor there is any pending dispute in this regard. I am an authorized signatory of my firm and therefore competent to make this declaration.

*(Authorized Signatory)
(Name & Title of Signatory)
Name and Address of the Firm"*

i. The Clause 13 Consultant's Personnel of the Agreement Draft is amended as follows:

" The party of the first part (Consultant) shall provide Description of personnel with names, position, qualifications and experience. The Consultants shall also make sure continuous availability of the project personnel deployed at the GERC office till completion of the consultancy assignment."

The Commission's response to the queries of the interested bidders is given in the Annexure to this letter. The interested bidders are advised to go through the clarifications given in the said Annexure. All other terms and conditions of the tender remain unchanged. The Technical Bids will be opened by the Consultancy Evaluation Committee, GERC on 30.11.2024 at 1100 hrs. in the Conference Hall at the Commission's office.


(D.R. Parmar)
Director, GERC

Encl. : As above.

Annexure

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC	Comments of GERC
1.	<p>3. Deliverables and duration of the Assignment:</p> <p>..</p> <p>The Consultancy Firm shall extend the assistance till the finalization and issuance of the Tariff order by the Commission.</p>	<p>It is understood that the contract duration of the project shall be till 31st March 2025. However, there may be a possibility of extending the assignment completion due to unforeseen circumstances. The RFP has envisaged continuous deployment of the project executives at Commission's office, without any compensation for such extended period. In this regard it is humbly submitted that in the absence of a definite time period of resource deployment beyond a reasonable time, it would be difficult to assess the effort estimate. Therefore, we request to kindly add following in the RFP document:</p> <p>"In case the completion of the assignment gets extended beyond 31st March 2025 due to circumstances not attributable to the Consultants, the resources shall be allowed to support from the base location and travel to GERC only upon requirement basis." _</p> <p>Further, in case GERC may decide to continue the services of the Consultants, for completing any such pending works, after the end of the initial contract period i.e. by 31st March 2025, the same may be discussed and agreed with appropriate commercial considerations, under a separate / extended contract. This understanding may be confirmed.</p>	<p>The terms and conditions in the existing RFP document sufficiently address the requirements of the Commission; therefore, no changes are necessary.</p>
2.	<p>4. Eligibility & Qualification Criteria</p> <p>The Consultancy Firms intending to assist the Commission for the abovementioned tasks should fulfil the following eligibility criteria and shall provide satisfactory evidence towards the same:</p> <p>..</p> <p>b) Shall have a minimum average annual turnover for last three financial years (FY 2021-22 to FY 2023-24) not less than Rs. 3 (three) Crore and shall have a positive net worth as per the latest audited accounts for FY 2023-24.</p>	<p>Based on our experience of several similar assignments, we propose that the clause 4 (b) of the RFP shall be revised as follows:</p> <p>"Eligibility & Qualification Criteria the Consultancy Firms intending to assist the Commission for the abovementioned tasks should fulfil the following eligibility criteria and shall provide satisfactory evidence towards the same:</p> <p>..</p> <p>b) Shall have a minimum average annual turnover for last three financial years (FY 2021-22 to FY 2023-24) not less than Rs. 10 (Ten) Crore and shall have a positive net worth as per the latest audited accounts for FY 2023-2_4_.."</p> <p>The Commission has adhered to similar criteria in past tenders, such as the one for preparing the GERC (Multi-Year Tariff) Regulations for the 4th Control Period. Moreover, the scope of work for this project includes assistance in drafting the MYT Tariff Orders, which set the framework for the next five years of the Control Period. This task is significantly more complex and critical than drafting annual tariff</p>	<p>There is no need to alter the current criteria regarding the average annual turnover specified in the RFP.</p>

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC	Comments of GERC
3.	<p>4. Eligibility & Qualification Criteria</p> <p>....</p> <p>The project executives having at least 5 years of experience in power sector shall support these experts. The successful bidder shall ensure that at least three (3) personnel shall continuously remain present at the Commission's office during the work related to assistance to the Commission for MYT Petitions analysis and other aspects till Orders are issued on MYT petitions by the Commission.</p>	<p>orders. Hence, we request GERC to consider firms with an average annual turnover of at least Rs. 10 (Ten) Crore for last three financial years.</p> <p>Based on our experience of several similar assignments, we understand that several tasks associated with the broad scope of work, as mentioned under the RFP, can be performed off-site and may not necessarily require continuous deployment of at least three resources at GERC headquarters. We request GERC to review this requirement, as the same shall also help the Consultant to optimize its commercial proposal, which may also be beneficial to GERC. We suggest that GERC may consider allowing the Consultant the flexibility of proposing the deployment format (on-site / off-site, number of persons etc.) and bind the selected consultant to such proposal, if selected.</p> <p>However, should GERC consider it necessary for the on-site presence of the consultants, they should consider deployment of at least two (02) project executives having at least 3 years of relevant experience and one (01) project executive having at least 5 years of relevant experience in power sector. The consultant may also be provided station leave, based on the completion of the agreed on-site work and after approval of concerned authority of GERC.</p>	<p>Appropriate changes have been made to the RFP document.</p>
4.	<p>4.(I) Eligibility & Qualification Criteria</p> <p>....</p> <p>I) The Consultancy Firm or its Chairman, Managing Director, Director, CEO, COO, CFO including its leadership team and personnel proposed to be deployed for the purposes of this assignment should not have been blacklisted / debarred for conducting studies or consultancy services by any Electricity Regulatory Commission in India/ MoP/ MNRE or such institution/Govt. organization in past or present, nor there is any pending dispute in this regard. An undertaking on affidavit in this regard shall be given by the consultant in the form V. Further, they should not have been convicted in criminal case and shall act in consonance with Govt. Policy/ Rules/ Regulations and shall not enter private communication with respect the</p>	<p>Given the scale and structure of our organization, PwC has 27,000+ employees with over 600 members (Partners) in the leadership team. Consequently, it is impractical for us to provide such a declaration.</p> <p>Instead of requiring declarations for all employees of the organisation, it would be more practical and relevant to focus on the legal and professional standards of the specific project team proposed for this assignment.</p> <p>Based on our experience of several similar assignments and as also provided by GERC in its earlier RFP's, we request to revise the said clause as follows:</p> <p>"I) The organization of consultant or personnel deployed for the purposes of this assignment should not have been blacklisted / debarred for conducting studies or consultancy services by any Electricity Regulatory Commission in India/MoP/MNRE. An undertaking in this regard shall be given by the consultant in the form V. Further, the Consultant must demonstrate their ability to deliver the scope of work effectively, adhering to all relevant legal and professional standards and shall act in consonance with Govt. Policy/ Rules/ Regulations and shall not enter private communication with respect the assignment without prior consent of the Commission and maintain confidentiality." _</p>	<p>The suggestion is accepted. Suitable modifications are made to the RFP.</p>

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC	Comments of GERC
	assignment without prior consent of the Commission and maintain confidentiality.	<p>Further, Form V shall also be revised accordingly as follows:</p> <p>"I have carefully gone through the Terms & Conditions contained in the Request for Proposal document regarding, providing assistance to GERC in the Tariff Orders for FY 2024-25. I hereby declare and undertake that neither the firm nor any personnel deployed for the purposes of this assignment are blacklisted/ debarred for conducting studies or consultancy services by any Electricity Regulatory Commission of India/MoP/MNRE. I further certify that I am an authorized signatory of my firm and therefore competent to make this declaration."</p> <p>We would also like to submit that any pending disputes do not hinder our ability to deliver the scope of work under this RfP.</p>	
5.	<p>6. Evaluation of Bids</p> <p>... 2) Technical component will carry 60% weightage and financial evaluation will carry 40% weightage.</p>	<p>Drawing from our extensive experience with similar assignments across the country, we propose revising the bid evaluation criteria such that</p> <p>"Technical component will carry 80% weightage, and financial evaluation will carry 20% weightage."</p> <p>The Commission has adhered to similar criteria in past tenders, such as the one for preparing the GERC (Multi-Year Tariff) Regulations for the 4th Control Period. Moreover, the scope of work for this project includes assistance in drafting the MYT Tariff Orders, analysing the Fuel Utilisation Plan of Generating company, analysing the Resource Adequacy Plan of Distribution Licensees, determining the trajectories of various performance parameters, etc. which sets the framework for the next five years of the Control Period.</p> <p>Further, as per clause 3.9 of Manual for Procurement of Consultancy & Other Services published by Ministry of Finance (GoI), High complex/downstream consequences/specialised assignments must use QCBS with higher technical weightage of 80%. Accordingly, various tenders published by Commissions and utilities across India in recent years have been following the same Evaluation criteria of 80% weightage to the technical component and 20% to the financial component. Some of the examples are as follows:</p> <p>1) MSETCL- Appointment of consultant for providing consultancy services in regulatory matters to state transmission utility (80:20)</p>	<p>The suggestion has been accepted, and suitable changes have been incorporated into the RfP.</p>

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		<p>2) UPPCL- Providing Regulatory Support Services to UPPCL, MVVNL, DVVNL, PVVNL, PuVVNL & KESCO (80:20)</p> <p>3) JBVNL - Selection of Consultancy Firm for Supporting JBVNL in Monitoring and Implementation Support at HQ Level for Metering, Billing and Collection (MBC) Related Systems & Processes, Continuous Assistance in Commercial related System Improvement & Continuous Regulatory Assistance in all Regulatory Matters. (80:20)</p> <p>4) JREDA - Engagement of Consultants for setting-up Strategic Program Management Cell (SPMC) for Jharkhand Renewable Energy Development Agency (JREDA). (80:20)</p> <p>5) Mahasamruddhi Renewable Energy Limited- Appointment of a consultant for carrying out feasibility study, preparation of detailed project report & bid process management of renewable energy projects along the Hindu Hrudaysamrat Balasaheb Thackeray Maharashtra Samruddhi Mahamarg (80:20)</p> <p>6) UEGCL- Appointment of Tariff Consultant on Retainership Basis (75:25)</p> <p>Accordingly, we request GERC to revise the weightage for Technical and Financial Evaluation to 80% and 20%, respectively.</p>	
6.	<p>6. Evaluation of Bids</p> <p>... – Technical evaluation will be done, taking into account the criteria mentioned below by the Consultancy Evaluation Committee (CEC) to be nominated by the Commission. Each criterion shall be marked on a scale of 1 to 100 and then the mark for each criterion shall be weighted to calculate average technical scores. Weights in the following ranges will be used by the Committee appointed by the Commission to calculate the weighted average technical score for each proposal:</p>	<p>1) The scope of work for this project includes assistance in drafting the MYT Tariff Orders, analysing the Fuel Utilisation Plan of Generating company, analysing the Resource Adequacy Plan of Distribution Licensees, determining the trajectories of various performance parameters, etc. which sets the framework for the next five years of the Control Period. This task is significantly more complex and critical than drafting annual tariff orders and the same is to be carried out for various government as well as private companies. Therefore, the selection process for such critical work must be conducted with utmost clarity and transparency to avoid any discrepancies.</p> <p>Accordingly, we request GERC to kindly specify additional details / breakup for technical marking criteria to make it more objective and transparent.</p> <p>The Commission may consider adding the following criteria below table:</p> <p>“The consultant’s relevant experience for the assignment- 35 Marks</p>	<p>The suggestion is accepted. Suitable changes have been incorporated into the Rfp.</p>

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC	Comments of GERC														
	<table border="1"> <thead> <tr> <th data-bbox="260 353 284 698">Technical Parameters (Criteria)</th> <th data-bbox="260 698 284 869">Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="284 353 339 698">The consultant's relevant experience for the assignment</td> <td data-bbox="284 698 339 869">35</td> </tr> <tr> <td data-bbox="339 353 395 698">The quality of the methodology proposed for the assignment with considerations of various provisions of MYT Regulations and its various subjects (understanding of the issues and approach to be followed)</td> <td data-bbox="339 698 395 869">25</td> </tr> <tr> <td data-bbox="395 353 419 698">The qualification, competence and experience of the personnel proposed</td> <td data-bbox="395 698 419 869"></td> </tr> <tr> <td data-bbox="419 353 443 698">i. General Qualification</td> <td data-bbox="419 698 443 869">20</td> </tr> <tr> <td data-bbox="443 353 467 698">ii. Adequacy, competency and experience</td> <td data-bbox="443 698 467 869">20</td> </tr> <tr> <td data-bbox="467 353 491 698">Total Technical Score</td> <td data-bbox="467 698 491 869">100</td> </tr> </tbody> </table>	Technical Parameters (Criteria)	Weight	The consultant's relevant experience for the assignment	35	The quality of the methodology proposed for the assignment with considerations of various provisions of MYT Regulations and its various subjects (understanding of the issues and approach to be followed)	25	The qualification, competence and experience of the personnel proposed		i. General Qualification	20	ii. Adequacy, competency and experience	20	Total Technical Score	100	<p>Clarification requested/suggestions by PWC</p> <p>a) The Bidder should have experience of working on at least 02 Multi-Year Tariff Order assignments for SERC's during past 10 years completing as on 31st Mar'2024. - 10 marks</p> <ul style="list-style-type: none"> • 03 Multi-Year Tariff Order assignments for SERC's during past 10 years completing as on 31st Mar'2024- 12.5 marks • 04 Multi-Year Tariff Order assignments for SERC's during past 10 years completing as on 31st Mar'2024- 15 marks <p>b) The Bidder should have experience of working with at least 4 Regulatory Commissions on Tariff related assignment during past 10 years completing as on 31st Mar'2024. - 5 marks</p> <ul style="list-style-type: none"> • experience of working with 06 Regulatory Commissions on Tariff related assignment during past 10 years completing as on 31st Mar'2024- 7.5 marks • experience of working with 08 Regulatory Commissions on Tariff related assignment during past 10 years completing as on 31st Mar'2024- 10 marks <p>c) The Bidder should have experience of working on least 02 assignments related to preparation of MYT Regulations with Regulatory Commissions during past 10 years completing as on 31st Mar'2024. - 5 marks</p> <ul style="list-style-type: none"> • 03 Multi-Year Tariff Regulation assignments for SERC's during past 10 years completing as on 31st Mar'2024- 7.5 marks • 04 Multi-Year Tariff Regulation assignments for SERC's during past 10 years completing as on 31st Mar'2024- 10 marks" <p>2) The evaluation of "The quality of the methodology proposed for the assignment with considerations of various provisions of MYT Regulations and its various subjects (understanding of the issues and approach to be followed)" is very subjective. Taking into account the consultant's relevant experience in working on MYT Orders, MYT Regulations with various SERCs will help reduce the subjectivity of this criterion as well and assist the Commission in making a more objective and informed evaluation.</p>	
Technical Parameters (Criteria)	Weight																
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Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC	Comments of GERC								
		<p>3) In case of qualification, competence and experience of the personnel proposed, we believe that the details for 4 key personnel and 3 project executives shall be submitted. We ask the Commission to provide clarification on the marking system that will be applied to these seven personnel. Additionally, please provide the criteria required to achieve full marks.</p> <p>The Commission may consider the adding the following criteria below the table:</p> <table border="1" data-bbox="475 358 1152 1478"> <thead> <tr> <th data-bbox="475 1310 513 1478">Personnel</th> <th data-bbox="475 981 513 1310">Education Qualification</th> <th data-bbox="475 689 513 981">Power Sector Experience</th> <th data-bbox="475 358 513 689">Relevant work experience</th> </tr> </thead> <tbody> <tr> <td data-bbox="513 1310 778 1478">Project Director (6 marks)</td> <td data-bbox="513 981 778 1310">Preferably BE/ME & MBA / Ph.D.- 2 marks</td> <td data-bbox="513 689 778 981">at least 15 years of experience in power sector. - 2 marks</td> <td data-bbox="513 358 778 689"> <ul style="list-style-type: none"> - 8 assignments involving the preparation or evaluation of tariff proposals.- 1 mark - one assignment on preparation of Multi-Year Tariff (MYT) Proposal(s) on behalf of licensees / generating companies and one assignment involving assistance with Multi-Year Tariff (MYT) Order for Generation/Transmission /Distribution of electricity. - 1 mark </td> </tr> </tbody> </table>	Personnel	Education Qualification	Power Sector Experience	Relevant work experience	Project Director (6 marks)	Preferably BE/ME & MBA / Ph.D.- 2 marks	at least 15 years of experience in power sector. - 2 marks	<ul style="list-style-type: none"> - 8 assignments involving the preparation or evaluation of tariff proposals.- 1 mark - one assignment on preparation of Multi-Year Tariff (MYT) Proposal(s) on behalf of licensees / generating companies and one assignment involving assistance with Multi-Year Tariff (MYT) Order for Generation/Transmission /Distribution of electricity. - 1 mark 	
Personnel	Education Qualification	Power Sector Experience	Relevant work experience								
Project Director (6 marks)	Preferably BE/ME & MBA / Ph.D.- 2 marks	at least 15 years of experience in power sector. - 2 marks	<ul style="list-style-type: none"> - 8 assignments involving the preparation or evaluation of tariff proposals.- 1 mark - one assignment on preparation of Multi-Year Tariff (MYT) Proposal(s) on behalf of licensees / generating companies and one assignment involving assistance with Multi-Year Tariff (MYT) Order for Generation/Transmission /Distribution of electricity. - 1 mark 								

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC			Comments of GERC	
		Project Leader (6 marks)	BE/ME & MBA or Ph.D. or CA / CMA / CS.- 2 marks	at least 12 years of experience in power sector. - 2 marks	<p>- 8 assignments involving the preparation or evaluation of tariff proposals. - 1 mark</p> <p>- one assignment on preparation of Multi-Year Tariff (MYT) Proposal(s) on behalf of licensees / generating companies and one assignment involving assistance with Multi-Year Tariff (MYT) Order for Generation/Transmission /Distribution of electricity. - 1 mark</p>	
		Regulatory Expert (6 marks)	(Preferably BE/ME & MBA or Ph.D.) - 2 marks	at least 12 years of experience in power sector. - 2 marks	<p>- 8 assignments involving the preparation or evaluation of tariff proposals. - 1 mark</p> <p>- one assignment on preparation of Multi-Year Tariff (MYT) Proposal(s) on behalf of licensees / generating companies and one assignment involving assistance with Multi-Year Tariff (MYT)</p>	

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				<p>Order for Generation/Transmission /Distribution of electricity. - 1 mark</p>	
		<p>Financial & Accounting Expert (6 marks)</p>	<p>CA / CMA / CS - 2 marks</p>	<p>at least 12 years of experience in power sector. - 2 marks</p>	<p>- 8 assignments involving the preparation or evaluation of tariff proposals. - 1 mark</p> <p>- one assignment on preparation of Multi-Year Tariff (MYT) Proposal(s) on behalf of licensees / generating companies and one assignment involving assistance with Multi-Year Tariff (MYT)</p> <p>Order for Generation/Transmission /Distribution of electricity. - 1 mark</p>

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC			Comments of GERC	
		<p>project executive-1 (6 marks)</p>	<p>Graduate, Post Graduate or Doctorate of relevant disciplines and additionally have MBA / CMA / CA / CS / Law qualifications related to tasks which are to be performed and shall be technically sound with practical knowledge in performing various assigned tasks- 2 marks</p>	<p>at least 05 years of experience in power sector. -2 marks</p>	<p>at least four assignments in the past, of preparation or determination of tariff proposals, on behalf of licensees / generating companies, or should have experience of analyzing and assisting such tariff proposals filed with the CERC / SERC by the Companies. - 2 marks</p>	
		<p>project executive-2 (5 marks)</p>	<p>Graduate, Post Graduate or Doctorate of relevant disciplines and additionally have MBA / CMA / CA / CS / Law qualifications related to tasks which are to be performed and shall be technically sound with practical knowledge in performing various assigned tasks- 2 mark</p>	<p>at least 03 years of experience in power sector. -2 marks</p>	<p>at least two assignments in the past, of preparation or determination of tariff proposals, on behalf of licensees / generating companies, or should have experience of analyzing and assisting such tariff proposals filed with the CERC / SERC by the Companies. - 1 marks</p>	

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC			Comments of GERC
		project executive-3 (5 marks)	Graduate, Post Graduate or Doctorate of relevant disciplines and additionally have MBA / CMA / CA / CS / Law qualifications related to tasks which are to be performed and shall be technically sound with practical knowledge in performing various assigned tasks- 2 mark	at least 03 years of experience in power sector. - 2 marks	at least two assignments in the past, of preparation or determination of tariff proposals, on behalf of licensees / generating companies, or should have experience of analyzing and assisting such tariff proposals filed with the CERC / SERC by the Companies. - 1 marks
7.	<p>10. Additional Terms and Conditions</p> <p>The Commission has issued two separate Requests for Proposals (RFPs) for assignments related to providing assistance in the following areas:</p> <ol style="list-style-type: none"> 1. Regulatory Matters on a Retainer Basis 2. MYT Orders for FY 2025-26 <p>Each assignment / Rfp will be treated independently, and the Commission reserves the right to engage different consultants for each area. In the event that a bidding firm is selected as a successful bidder for both assignments, the following conditions will apply:</p>	<p>Total- 40 Marks</p> <p>The Commission has issued the Rfp for assistance in MYT Orders for FY 2025-26 on 24th October 2024. However, the Rfp for assistance in Regulatory Matters on a Retainer Basis has not yet been issued. Consequently, it is very challenging for the consultant to determine which proposal to bid for at this point in time.</p> <p>Further, the project for assistance in Regulatory Matters on a Retainer Basis is generally for a period of 2-3 years. Whereas the project for assistance in MYT Orders for FY 2025-26 is only until 31st March 2025. If the Consultant Firm is willing and able to mobilise separate and independent teams with the requisite experience to deliver the two projects, the restriction requiring the consultant to choose only one project shall not be insisted. This adjustment would enable the consultant to manage both projects concurrently without compromising the quality of work.</p> <p>Therefore, we request the Commission to kindly omit Clause 10 of the Rfp or at least modify the conditions as follows:</p> <p>"Each assignment / Rfp will be treated independently. In the event that a bidding firm is selected as a successful bidder for both assignments, the following conditions will apply:</p>	<p>The suggestion is accepted. Appropriate changes have been made to the Rfp.</p>		

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC	Comments of GERC
	<ul style="list-style-type: none"> The successful bidder must confirm their willingness to undertake one of the two assignments specified in the RFPs. The selection of the assignment to be undertaken is at the bidder's discretion and must be communicated to the Commission in writing within three working days of notification of their successful bid. 	<ul style="list-style-type: none"> The successful bidder must confirm their willingness to undertake both of the assignments specified in the RFPs and provide separate independent teams with the requisite educational qualification and experience for both the assignments. In case, the bidder chooses to undertake only one of the two assignments, the selection of the assignment to be undertaken is at the bidder's discretion and must be communicated to the Commission in writing within three working days of notification of their successful bid." 	
8.	11. The final bids complete in all respect are required to be submitted latest by, on or before 20/11/2024, up to 1800 hours IST.	GERC may consider extending the submission deadline by at least 15 days following the publication of responses to the pre-bid queries. This shall allow sufficient time for the consultants to review the responses, secure required approvals, and prepare a well-informed and thorough proposal.	The last date of submission of the final bids is extended to 29.11.2024, until 1800 hrs. IST
9.	Limitation of Liability is not documented	GERC 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. GERC may consider including the following language: "GERC 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. GERC 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."	The agreement document contains standard clauses that do not require modification. Additionally, they align with previous RFPs issued.
10.	AGREEMENT 8) Any information of confidential nature, which comes to the knowledge or into the possession of the Consultant or of any of its employees by virtue of the engagement subject matter of this contract; shall not be disclosed by the Consultant or its employees to any person in any manner. Any breach of this clause without prejudice to any other action that may be initiated according to	1) GERC is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: "Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or	The agreement document consists of standard clauses, and therefore, no changes are necessary.

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC	Comments of GERC
11.	<p>law, shall also subject the Consultant to a liability to pay to the Commission such compensation as may be decided by the Commission keeping in view the nature, manner and motive of the information disclosed and the extent of damage caused by such unauthorized disclosure.</p> <p>AGREEMENT 11) The Commission reserves its right to foreclose, terminate or cancel the engagement of the Consultant without assigning any reasons. In such cases party of the first part (Consultant) shall be paid remuneration after taking into consideration the portion of work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by the Commission, and the decision of the Commission shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such case.</p>	<p>reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p> <p>2) GERC is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. GERC is therefore requested to kindly include the following clause:</p> <p>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</p> <p>1) To uphold the principles of natural justice, we request GERC to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.</p> <p>2) Further, to uphold the principles of natural justice and to bring parity in the contract, we request GERC to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.</p> <p>GERC is therefore requested to kindly include the following clause:</p> <p>"1.) The Commission has the authority to foreclose, terminate, or cancel the Consultant's engagement. Should this occur, the Consultant will be notified and given a minimum rectification period of 30 days. The Consultant (party of the first part) will be compensated for the portion of work completed up to the point of foreclosure, termination, or cancellation, as assessed by the Commission. The Commission's determination of the remuneration will be final and binding, and the payment made will be regarded as the final settlement. Similarly, the Consultant has the right to terminate the contract if the GERC fails to fulfill any of its significant obligations under the contract, provided the Consultant issues a notice of breach and a rectification period of 30 days is allowed."</p>	<p>The standard clauses in the agreement document cannot be modified.</p>

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC	Comments of GERC
12	<p>AGREEMENT</p> <p>Clause 3 at pg. no. 30; Cl. 9 at pg. no. 31; CL. 10 at pg. no. 31,</p> <p>3) In case of any default on the part of the party of the first part in completion of the work within time schedule agreed to between the parties as herein above, the party of the second part (the Commission) shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant)</p> <p>....</p> <p>9) The party of the first part undertakes that this assignment shall not be in conflict with its prior or current obligations to other clients nor shall it place itself in a position of not being able to carry out the assignments objectively and impartially. In case of any default on the part of the party of the first part, the Commission shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant) limited to 10% of the value of corresponding services not delivered by the first part (Consultant).</p> <p>10) The party of the first part undertakes to render the required services to the full satisfaction of the Commission and in case of any default on the part of the party of the first part, the party of the second part (the Commission) shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant) limited to 10% of the value of corresponding services not delivered by the first part (Consultant)."</p>	<p>We request GERC to limit our liability under this clause to 10% of the value of corresponding services not delivered by us.</p> <p>Further, kindly confirm that GERC shall use government procurement norms (including price discovery) for procurement of such services from third parties.</p> <p>GERC is therefore requested to kindly include the following clause:</p> <p>"3) In case of any default on the part of the party of the first part in completion of the work within time schedule agreed to between the parties as herein above, the party of the second part (the Commission) shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant) limited to 10% of the value of corresponding services not delivered by the first part (Consultant).</p> <p>....</p> <p>9) The party of the first part undertakes that this assignment shall not be in conflict with its prior or current obligations to other clients nor shall it place itself in a position of not being able to carry out the assignments objectively and impartially. In case of any default on the part of the party of the first part, the Commission shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant) limited to 10% of the value of corresponding services not delivered by the first part (Consultant).</p> <p>10) The party of the first part undertakes to render the required services to the full satisfaction of the Commission and in case of any default on the part of the party of the first part, the party of the second part (the Commission) shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant) limited to 10% of the value of corresponding services not delivered by the first part (Consultant)."</p>	<p>The standard clauses in the agreement document cannot be altered.</p>

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC	Comments of GERC
13.	<p>AGREEMENT Clause 9 at pg. no. 31</p> <p>9) The party of the first part undertakes that this assignment shall not be in conflict with its prior or current obligations to other clients nor shall it place itself in a position of not being able to carry out the assignments objectively and impartially. In case of any default on the part of the party of the first part, the Commission shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant).</p>	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	<p>The standard clauses in the agreement document cannot be altered.</p>
14.	<p>Pre-existing IPRs</p>	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to GERC just because we are using them for providing services to GERC, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might not be able to use these in providing services to GERC in order to protect our ownership in them. We request GERC to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.</p> <p>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</p>	<p>No modifications are needed in the current agreement document regarding this matter.</p>

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC	Comments of GERC
15.	--	We would request GERC to allow us to propose incorporation of standard legal terms and conditions of the contract based on discussion and negotiations during the contracting stage. We propose that the draft contract agreement may be accordingly reviewed jointly and the suggestions on legal terms and conditions based on our standard terms of business (like on overall liability cap, arbitration, indemnity, confidentiality etc.) may be considered during the contracting stage.	No modifications are needed in the current agreement document regarding this matter.
16.	<p>AGREEMENT</p> <p>Clause 12 at pg. no. 31</p> <p>12) In case of any differences or disputes between the parties arising out of this AGREEMENT, the same shall be referred to arbitration by a person nominated by the Commission. The proceedings shall be subject to the Arbitration and Conciliation Act 1996, as amended from time to time.</p>	<p>In order to uphold the principles of natural justice (Nemo iudex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.</p>	<p>The agreement document has standard clauses and hence cannot be changed.</p>
17.	<p>AGREEMENT</p> <p>Clause 13 at pg. no. 31</p> <p>13) Consultant's Personnel</p> <p>The party of the first part (Consultant) shall provide Description of personnel with names, position, qualifications and experience. The Consultants shall also make sure continuous availability of the senior personnel at GERC office till completion of the consultancy assignment.</p>	<p>We understand that the 3 project executives shall be continuously available at the GERC office and the key personnel shall be made available on requirement basis. Kindly confirm this understanding.</p>	<p>Suitable modifications are made.</p>
18.	<p>AGREEMENT</p> <p>Clause 7</p> <p>7. Signing the Agreement and Terms of Payment:</p>	<p>Kindly Confirm the acceptance criteria for our deliverables.</p>	<p>These are standard clauses within the Agreement Document, consistent with the</p>

Sr. No	Clause No. and Existing Clause	Clarification requested/suggestions by PWC	Comments of GERC
19.	<p>The successful bidder shall sign the agreement with GERC, a sample copy of which is attached herewith. The schedule of payment to the bidder is as under:</p> <ol style="list-style-type: none"> 1) 10% on award of contract & execution of agreement. 2) 25% on submission of the preliminary analysis report. 3) 25% on submission of the draft order. 4) 40% on submission of the final order <p>4. Eligibility & Qualification Criteria</p> <p>h) The Consultancy Firm should have adequate financial, technical and legal knowhow to undertake such tasks as per terms of reference provided to them considering various steps to be performed from the inception to the completion within the time frame prescribed by the Commission.</p>	<p>We understand that the scope does not involve any direct legal advice / support by the Consultant. This: understanding may please be confirmed.</p>	<p>GERC Appointment of Consultants Regulations. The successful bidder will receive payments according to the payment schedule, dependent on achieving the deliverables and complying with the terms and conditions outlined in the RfP document and Contract Agreement.</p> <p>Yes.</p>

Sr. No	Clause Reference	Content of the RfP	Clarification requested/suggestions by CRISIL	Comments of GERC
1	Eligibility & Qualification Criteria - Financial & Accounting Expert, Page No. 11	D. Financial & Accounting Expert – at least 12 years of experience, preferably in the power sector with qualification of CA / CMA / CS.	<p>It is submitted here that most of the finance functions are being efficiently done by Experts with qualification of MBA (Finance) at various centre and state level power utilities and Regulatory Commissions. Further, based on our experience, Experts with MBA (Finance) and Engg. Degree are more suitable for such assignments.</p> <p>Accordingly, it is humbly submitted to modify the said clause to:</p> <p><i>"D. Financial & Accounting Expert – at least 12 years of experience, preferably in the power sector with qualification of CA / CMA / CS/ MBA (Finance)"</i></p> <p>The above requested modification shall increase the competition and thereby result in betterment of the assignment.</p>	There is no need to alter the current criteria for Financial and Accounting Expert specified in the RfP.
2	4. Eligibility & Qualification Criteria, Page No. 11	g) The project executives proposed by the Consultancy Firm should have completed at least four assignments in the past, of preparation or determination of tariff proposals, on behalf of licensees / generating companies, or should have experience of analysing and assisting such tariff proposals filed with the CERC / SERC by the Companies. The bidder is required to submit documentary evidences in support of having completed such jobs.	<p>We would like to submit here that at times, some of the agencies do not issue completion certificates, post completion of the assignment.</p> <p>Accordingly, we would request the Hon'ble Commission to accept W.O and payment proofs as documentary evidence in support of completion of jobs</p>	The agreement document contains standard clauses that do not require modification. Additionally, they align with previous RfPs issued.
3.	Profile of key personnel, Page No. 11 & 12	The project executives having at least 5 years of experience in power sector shall support these experts. The successful bidder shall ensure that at least three (3) personnel shall continuously remain	<p>In view of more number of TOs and the new MYT Regulations, it shall be appropriate to station people at the office of the Commission for the assignment. However, stationing 3 people for around 3 months is not required and the same needs relaxation in order to not</p>	Appropriate changes have been made to the RfP document.

Sr. No	Clause Reference	Content of the RfP	Clarification requested/suggestions by CRISIL	Comments of GERC
		<p><i>present at the Commission's office during the work related to assistance to the Commission for MYT Petitions analysis and other aspects till Orders are issued on MYT petitions by the Commission.</i></p>	<p>unnecessarily increase the bid value (considering accommodation expenses, travelling allowances, other expenses etc.) Accordingly, we very humbly request the Hon'ble Commission to reduce the number of months of mandatory stationing to two months i.e. February & March 2025. As per our long experience of working with the Hon'ble Commission, the months of December and January anyway to for scrutiny of bid completion and additional data requirement & its receipt and actual analysis start from the month of February only. It is also requested to reduce the number of stationed experts to 2 only. Instead of 3, as the same is totally sufficient for carrying out the activities specified in the scope of work. Further, the required experts shall travel as and when needed, to attend activities, where physical attendance is important like presentations, finalization of Tariff Models etc. In view of the above, we humbly request the Hon'ble Commission to modify the said clause as under:</p> <p><i>The project executives having at least 5 years of experience in power sector shall support these experts. The successful bidder shall ensure that at least two (2) personnel shall continuously remain present at the Commission's office during the months of February and March 2025, in order to carry out the work related to assistance to the Commission for MYT Petitions analysis and other aspects and if required, till the Orders are issued on MYT petitions by the Commission.</i></p>	
4.	Agreement, Page No. 31.	<p><i>8) Any information of confidential nature, which comes to the knowledge or is to the possession of the Consultant or of any of its employees by virtue of the engagement subject matter of this contract; shall not be</i></p>	<p>It can be observed here that there is no limit to the compensation/ liability for the Consultant. The same need to be limited to an appropriate point.</p> <p>In view of the above, we request the Hon'ble</p>	<p>The standard clauses in the agreement document cannot be modified.</p>

Sr. No	Clause Reference	Content of the RfP	Clarification requested/suggestions by CRISIL	Comments of GERC
		<p><i>disclosed by the Consultant or its employees to any person in any manner. Any breach of this clause without prejudice to any other action that may be initiated according to law, shall also subject the Consultant to a liability to pay to the Commission such compensation as may be decided by the Commission keeping in view the nature, manner and motive of the information disclosed and the extent of damage caused by such unauthorized disclosure.</i></p>	<p>Commission to add the following after the said clause: <i>"Further, under any circumstances, the liability of the selected consultant shall be limited to the contract value."</i></p>	
5			<p>Additional Clause: We request Hon'ble GERC to add the following clause: Economic and Trade Sanctions:As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify CRISIL if any of these circumstances change, upon</p>	<p>No modifications are needed in the current contract document regarding this matter.</p>

Sr. No	Clause Reference	Content of the RfP	Clarification requested/suggestions by CRISIL	Comments of GERC
6	11, Page 16.	The final bids complete in all respect are required to be submitted latest by, on or before 20/11/2024, up to 1800 hours IST.	<p>occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach.</p> <p>Request to extend the last date of bid submission by 7 working days.</p>	The last date of submission of the final bids is extended to 29.11.2024, until 1800 hrs. IST