

GUJARAT ELECTRICITY REGULATORY COMMISSION

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No.: GERC/Tariff/0492

Date: 30.03.2026

Subject : Engagement of Consultant to provide assistance to GERC in regulatory assignments on Resource Adequacy Framework.

In response to queries raised by the participants on the RfP document for providing assistance to GERC in regulatory assignments on Resource Adequacy Framework, the following amendments to the RfP document and clarifications are hereby issued.

- a. The Schedule of Work and Payments [Assignments 2 & 3] under Clause 4 Timelines, Deliverables and Terms of Payment to the RfP is amended as follows:

“Schedule of Work and Payments [Assignments 2 & 3]

SI No.	Milestone	Delivery of Work	Payments
1	<i>Inception & Data Framework</i>	<i>Submission of standardized data formats [to be issued to Distribution Licensees, STU, SLDC] and a detailed methodology report & plan (including choice of modeling software).</i>	10%
2	<i>Data Collection, Validation & Scrutiny</i>	<i>Report on data gaps, validation of DISCOM/STU/SLDC submissions describing completeness, consistency checks, anomalies and missing items, and minutes of preliminary stakeholder meetings.</i>	20%
3	<i>Modelling & Draft Assessment</i>	<i>Draft individual RA Assessment Report and the functional Energy Model (LT/MT/ST-DRAP) showing least-cost sourcing and capacity sharing.</i>	15%
4	<i>Integration & Aggregation Analysis</i>	<i>Draft approval document for STU/SLDC State-level integration & STU/SLDC Aggregation Analysis, running simulation per CEA Guidelines & Sensitivity Analysis.</i>	20%

5	<i>Regulatory Consultation</i>	<i>Presentation to the Commission and participation in stakeholder meetings with Licensees / STU / SLDC. Submission of a study paper / report and model following discussions.</i>	15%
6	<i>Final Approval & Closure</i>	<i>Submission of the Final Detailed Report, Executive Summary, the Finalized Model with all backup computations and Approval document for STU/SLDC aggregation.</i>	20%

Note : Percentages refer to the quoted fee for the respective Financial Year."

- b. The para 1 & the table for Eligibility Criteria (to be met as on date of bid submissions) of Clause 5 Eligibility & Qualification Criteria to the RfP is amended as follows:

"The bidder must be a multi-disciplinary expert in the Indian power regulatory framework with an adequate knowledge of the Electricity Act 2003 as well as Policies, Rules, Regulations and Guidelines issued under the Act 2003 and a proven track record of delivering end-to-end technical, and financial consultancy for regulatory authorities, governments and sector entities within prescribed timelines.

The Bidder intending to participate in this tender should fulfil the following eligibility criteria and shall provide required supporting documents towards the same:

Sr. No.	Eligibility Criteria (to be met as on date of bid submissions)	Supporting Documents Required
1.	<i>The Bidder should be a company registered under the Companies Act 1956 / 2013 or Limited Liability Partnership (LLP) registered under the LLP Act, 2008, and should be in the business for at least 10 years in India.</i>	<i>Copies of Certificates - Company Incorporation, GST Registration, PAN</i>
2.	<i>The Bidder should have at least 10 years of experience in providing consultancy services to electricity regulators and power utilities in India.</i>	<i>Copies of Work Order / Contract / Completion Certificate</i>
3.	<i>The Bidder should have completed consultancy assignment for at least four power utility / electricity regulator. The firm should have prepared Regulations for Electricity Regulatory Commissions.</i>	<i>Copies of Work Order / Contract / Completion Certificate</i>

Sr. No.	Eligibility Criteria (to be met as on date of bid submissions)	Supporting Documents Required
4.	<i>The Bidder should have completed consultancy assignment for at least one infrastructure utility / regulatory authorities in India involving deployment and/or implementation of software solution/tool, preferably for the power sector for tariff filing / utility performance monitoring / petition management / data analytics.</i>	<i>Copies of Work Order / Contract / Completion Certificate</i>
5.	<i>The Bidder should have at least 10 full-time power sector professionals on its payroll in India.</i>	<i>Declaration by Authorised Signatory of the Bidder</i>
6.	<i>The firms who have assisted the Gujarat Distribution Licensees in preparing the Resource Adequacy Plans shall not be considered, however, the firms who have assisted STU/SLDC for Resource Adequacy Plans shall be considered.</i>	<i>Declaration by Authorised Signatory of the Bidder</i>
7.	<i>The bidder should have at least one senior/middle level resource having the experience in energy modelling and data analysis using the commercially/open source established modelling software/tool. (as recognized and/or used by CEA or Central/State/International Regulatory Commission/Institute)</i>	<i>Copies of work carried out by the resource(s).</i>
8.	<i>The Bidder should have turnover of at least INR 05 crores in each of the last three financial years (i.e., FY 2022-23, FY 2023-24, FY 2024-25).</i>	<i>CA Certificate along with certified copies of Audited Financial Statements</i>
9.	<i>The Bidder should have positive net worth in each of the last three financial years (i.e., FY 2022-23, FY 2023-24, FY 2024-25).</i>	<i>CA Certificate along with certified copies of Audited Financial Statements</i>
10.	<i>The Bidder, its leadership team and its personnel proposed to be deployed for this assignment should not have been blacklisted / debarred by electricity sector regulator / MoP / MNRE in India in the past.</i>	<i>Undertaking by Authorised Signatory of the Bidder (Form VII).</i>

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c. The Clause no. 9 Last date of submission of RFP is amended as follows:

“ The final bids complete in all respects are required to be submitted latest by, on or before 15.04.2026, up to 1800 hours IST. ...”

d. The following new Clause in the Agreement to the RfP is added:

“10) Notwithstanding anything contained elsewhere in this Agreement, the total aggregate liability of the Consultant arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the total Contract Value of this Agreement.

Provided that this limitation shall not apply to liabilities arising out of:

- breach of confidentiality obligations;*
- wilful misconduct or fraud; or infringement of intellectual property rights.”*

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.

-Sd-

[S. J. Joshi, IAS]

Secretary

Gujarat Electricity Regulatory Commission

Encl. : As above.

Annexure

Bidder : E&Y

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
1	Section 5: Timelines, Deliverables and Terms of Payment Page 7-8	<p>Resource persons: Project Director (1 No.); Project Manager (1 No.); Regulatory Experts (1 Nos.); Project Executives (3 Nos.)</p> <p>The team members/resource persons appointed by the Consultant shall report to the Commission or the officer(s) designated by the Commission.</p> <p>The Consultancy Firm may strengthen its team with additional manpower /resources, on temporary basis for a specified tenure, with similar qualification and experience as mentioned above, as per requirement of the assigned tasks for which no extra remuneration / fees shall be claimed.</p>	Please clarify whether reporting of team members to the commission or officers can be done remotely from Consultant's offices anywhere in India.	The Consultant shall be required to report to the Commission/officers as per the requirements of the assignment. The mode of interaction (physical/virtual) shall be decided by the Commission from time to time.
2	Section 4: Timelines,	Sl.no. 3: Modelling & Draft Assessment Payment: 35%	Request to split this milestone to ensure fair progress payments:	Suitable amendment is made in the RfP.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
	Deliverables and Terms of Payment Page 5; Schedule of Work and Payments Sl.no.3	Draft individual RA Assessment Report and the functional Energy Model (LT/MT/ST-DRAP) showing least-cost sourcing and capacity sharing. Draft approval document for STU/SLDC State-level integration & STU/SLDC Aggregation Analysis, running simulation per CEA Guidelines & Sensitivity Analysis	3a (15%): Draft individual RA Assessment Report and the functional Energy Model (LT/MT/ST-DRAP) showing least-cost sourcing and capacity sharing. 3b (20%): Draft approval document for STU/SLDC State-level integration & STU/SLDC Aggregation Analysis, running simulation per CEA Guidelines & Sensitivity Analysis	
3	Section 5: Eligibility Criteria Sl. No. 1, Page 6	The Bidder should be a company registered under the Companies Act 1956 / 2013 and should be in the business for at least 15 years in India.	Request to amend this to include Bidders registered as Limited Liability Partnership under the Limited Liability Partnership Act, 2008.	Suitable amendment is made in the RfP.
4	Clause 9; Page 10	The final bids complete in all respects are required to be submitted latest by, on or before 01/04/2026, up to 18.00 hours IST.	Request to extend bid submission deadline to 7 April 2026, up to 18:00 hours IST.	Suitable amendment is made in the RfP.
5	Page 7 Resource Person Minimum Requirements	Project Director (1 No.); Minimum Requirements: BE/BTech/MS/MSc/MBA/Ph.D.	Request to amend minimum requirements as follows: BE/BTech/CA/MS/MSc/MBA/Ph.D.	The existing qualification requirements specified in the RfP are adequate and shall remain unchanged.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
6	Page 7 Resource Person Minimum Requirements	Project Director (1 No.); Minimum Requirements: Minimum of 20 years of power sector experience	Request to amend minimum requirements as follows: Minimum of 16 years of power sector experience	The experience requirement specified in the RfP is appropriate considering the nature and complexity of the assignment. No change is required.
7	Page 7	These resource persons should be on the payroll of the Consultant as on date of bid submission and also during the execution of the assignment.	Request to amend as follows: These resource persons should be on the payroll of the Consultant during the execution of the assignment.	The condition regarding deployment of resources on payroll at the time of bid submission as well as during execution of the assignment is essential for ensuring commitment and continuity. Hence, no change is required.

Bidder : Grant Thornton Bharat LLP

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
1	Eligibility & Qualification Criteria	The Bidder should have at least 15 years of experience in providing consultancy services to electricity regulators and power utilities in India	<p>We request you to consider the following the clause instead:</p> <p>The Bidder should have at least 15 years of experience in providing consultancy services to infrastructure sector utilities in India</p>	Suitable amendment is made in the RfP.
2	Eligibility & Qualification Criteria – point no. 3	The Bidder should have completed consultancy assignment for at least four power utility / electricity regulator. The firm should have prepared Regulations for Electricity Regulatory Commissions	<p>We request you to kindly consider the following clause details:</p> <p>The Bidder should have ongoing consultancy assignment (with commencement of services older than 6 Months before 1st April 2026) for at least four power utility / electricity regulators.</p>	The requirement of completed consultancy assignments has been specified to ensure proven experience in similar assignments. Ongoing assignments shall not be considered for the purpose of eligibility. Accordingly, no change is required.
3	Additional clause	-	We request you consider allowing JV/ consortiums to bid for this opportunity. Considering the size & complexity of work in the opportunity, allowing	The RfP does not permit participation through Joint Venture/Consortium. The conditions specified in the RfP are

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			<p>JV/consortiums will ensure greater participation and fair opportunity to all the firms. Further, seeing the diverse workstreams mentioned in the RFP, allowing JVs/ consortiums will also help in bringing together specialized firms which will reflect in the quality of the deliverables.</p>	<p>adequate and shall remain unchanged.</p>
4	<p>Evaluation of bids – point no. 9</p>	<p>Appropriate higher weightage in the technical evaluation will be given by the evaluation committee for identical assignment / resource having energy modelling and data analysis experience.</p>	<p>In view of the core objective of the engagement aligned on Resource Adequacy Framework, we request that experience across Renewable Energy related assignments should be given higher weightage. Also, it is requested that Renewable Energy experts should also be part of the resource team.</p>	<p>The evaluation criteria specified in the RfP, including weightage for relevant experience, are appropriate and aligned with the requirements of the assignment. The evaluation committee shall give suitable weightage to skills / experience / expertise related to the scope of work of this RfP.</p>

Bidder : Idam

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
1	Clause 6, 2.Scope of Work (Assignment 2)	<p>Use of established energy modelling and simulation platform to identify:</p> <p>i. Surplus/shortfall in the resources tied up individual licensees</p> <p>ii. Least cost approach for sourcing power by the Distribution Licensees</p> <p>iii. Capacity sharing options among the licensees</p> <p><i>[Note: The bidder may use opensource and / or freeware subject to condition that such software should have been used by CEA or other Regulatory Commission]</i></p>	<p>The tender states that consultants may use open- source or freeware software, provided it has been used by CEA or other Regulatory Commissions.</p> <p>However, CEA-developed software is not publicly available, preventing its use by consultants. Moreover, consultants engaged by other Regulatory Commissions have utilized commercially established, globally recognized energy modeling and simulation platforms adopted by private firms, government institutions, and utilities worldwide.</p> <p>We therefore request the Commission to permit use of such commercially established energy modeling software.</p>	<p>The bidder may use open-source/freeware or commercially established energy modelling and simulation tools, subject to their suitability for carrying out the assignment. However, any licensing cost associated with such tools shall be borne by the bidder. The model developed shall be shared with the Commission in a usable form.</p>
2	Clause 2 (Submission of Discussion)	Schedule of Work and Payments [Assignment 1]	The Commission has specified the submission of discussion paper within 40 days of signing of the agreement in	The submission of Discussion Paper is an integral part of the assignment for facilitating stakeholder

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response												
	Paper) 4.Timelines, Deliverables & Terms of Payment	<p>S.No. Milestone/ Delivery Timeline</p> <table border="1" data-bbox="551 440 1059 1147"> <tr> <td data-bbox="551 440 629 555">1</td> <td data-bbox="629 440 846 555">Execution of Agreement</td> <td data-bbox="846 440 1059 555">Date of signing the agreement</td> </tr> <tr> <td data-bbox="551 555 629 668">2</td> <td data-bbox="629 555 846 668">Submission of Discussion Paper</td> <td data-bbox="846 555 1059 668">Within 40 of signing the agreement</td> </tr> <tr> <td data-bbox="551 668 629 927">3</td> <td data-bbox="629 668 846 927">Preparation, discussion and finalization of draft Regulations & Explanatory Memorandum</td> <td data-bbox="846 668 1059 927">Within 60 of signing the agreement</td> </tr> <tr> <td data-bbox="551 927 629 1147">4</td> <td data-bbox="629 927 846 1147">Preparation, discussion and finalization of Regulations and Statement of Reasons (SORs)</td> <td data-bbox="846 927 1059 1147">Within 15 days of Public Hearing</td> </tr> </table>	1	Execution of Agreement	Date of signing the agreement	2	Submission of Discussion Paper	Within 40 of signing the agreement	3	Preparation, discussion and finalization of draft Regulations & Explanatory Memorandum	Within 60 of signing the agreement	4	Preparation, discussion and finalization of Regulations and Statement of Reasons (SORs)	Within 15 days of Public Hearing	<p>Clause 2, followed by the Explanatory Memorandum for the draft Regulations under Clause 3. However, the discussion paper is substantially similar in content and purpose to the EM of the draft Regulations.</p> <p>Hence, we request the Commission to delete a clause of submission of Discussion paper and may proceed directly with the preparation and submission of draft Regulations along with EM after the date of signing of agreement. Accordingly, request the Commission to modify the payment structure.</p>	<p>consultation and framing of draft Regulations. Hence, no change is required in the scope or payment structure.</p>
1	Execution of Agreement	Date of signing the agreement														
2	Submission of Discussion Paper	Within 40 of signing the agreement														
3	Preparation, discussion and finalization of draft Regulations & Explanatory Memorandum	Within 60 of signing the agreement														
4	Preparation, discussion and finalization of Regulations and Statement of Reasons (SORs)	Within 15 days of Public Hearing														
3	4.Timelines, Deliverables &	<p>Assignments 2 and 3 are to be undertaken concurrently. Bidders must provide a single/combined quote for these assignments, segmented by Financial Year</p>	<p>Please clarify the specific timelines to undertake the Assignment 2 and 3. As per our understanding, the consultant is required to assess the RA</p>	<p>The timelines for Assignments 2 and 3 shall be governed by the GERC (Framework for Resource Adequacy) Regulations to be notified by the</p>												

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
	Terms of Payment	(as specified in Form VI). The duration of these assignments spans the 4th GERC (MYT) Control Period. Timelines shall align with the forthcoming GERC (Framework for Resource Adequacy) Regulations.	<p>Plan for four years (FY 2026-27 to FY 2029-30).</p> <p>As the Commission is expected to notify the RA Regulations in FY 2026-27. Once notified, the timelines outlined in these Regulations will require DLs to submit RA Plans for FY 2027-28 onward, as the RA exercise typically targets the subsequent year.</p> <p>Hence, the Commission is requested to clarify, whether the bidder is required to undertake consolidated RA assessment for FY 2026-27 and FY 2027-28 or solely for FY 2027-28.</p> <p>Further, as per Clause 4 of the Scope of Work for Assignment 3, it appears that Assignment 3 must be undertaken concurrently with Assignment 2.</p> <p>Request the Commission to clarify whether bidder is required to undertake training or handholding</p>	Commission. The consultant shall be required to undertake assessment of Resource Adequacy Plans and provide handholding/training support during the applicable MYT Control Period, as per directions of the Commission. Consultant is required to submit its Financial bid as per Form VI of the RfP, which is self-explanatory.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			support to the Commission for four years i.e., FY 2026-27 to FY 2029-30.	
4	Clause 4. Timelines, Deliverables & Terms of Payment - Schedule of Work and Payments [Assignments 2&3] – Point No. 3	Draft individual RA Assessment Report and the functional Energy Model (LT/MT/ST-DRAP) showing least-cost sourcing and capacity sharing. Draft approval document for STU/SLDC State level integration & STU/SLDC Aggregation Analysis, running simulation per CEA Guidelines & Sensitivity Analysis.	Request the Commission to please clarify whether bidder is required to develop 16 separate models (1 per discom + state-level) or one state-level model with discom-wise configuration?	The bidder is required to develop an integrated and flexible energy model capable of undertaking licensee-wise as well as State-level analysis. The exact modelling approach may be proposed by the bidder, subject to approval of the Commission.
5	5. Eligibility & Qualification Criteria	The Bidder should be a company registered under the Companies Act 1956 / 2013 and should be in the business for at least 15 years in India.	To enable maximum participation, we request you to please reduce the company registration year to at least 10 years . Request to modify the clause as under: <i>The Bidder should be a company registered under the Companies Act</i>	Suitable amendment is made in the RfP.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			<p><i>1956 / 2013 and should be in the business for at least 10 years in India.</i></p>	
6	5. Eligibility & Qualification Criteria	<p>The Bidder should have completed consultancy assignment for at least one infrastructure utility /regulatory authorities in India involving deployment and/or implementation of software solution/tool, preferably for the power sector for tariff filing / utility performance monitoring / petition management / data analytics.</p>	<p>We understand that the current engagement is regulatory in nature and requires consultants with a clear understanding and hands-on experience in Resource Adequacy Software.</p> <p>Requiring criteria for deploying software solutions in tariff filing, utility performance monitoring, petition management, or data analytics is not relevant to the envisaged scope and would unnecessarily restrict participation.</p> <p>We therefore request revision of the eligibility criteria to focus solely on consultancy services with proven experience of using modelling software for the preparation of Resource Adequacy Plans and/ or for</p>	<p>The eligibility requirement regarding experience in deployment/implementation of software solutions has been stipulated to ensure that the bidder possesses adequate technical capability for undertaking the assignment. Further, the RfP already provides for appropriate higher weightage in the technical evaluation for bidders having relevant experience in energy modelling and data analysis. Accordingly, the existing provisions are considered adequate and no change is required.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			<p>scrutinizing those submitted by Distribution Licensees for SERCs.</p>	
7	5. Eligibility & Qualification Criteria	<p>The bidder should have at least one senior/middle level resource having the experience in energy modelling and data analysis using the commercially/open source established modelling software/tool. (as recognized and/or used by CEA or Central/State/International Regulatory Commission/Institute).</p> <p>Supporting Documents Required: Copies of work carried out by the resource(s).</p>	<p>Please clarify, if, in case, where the resource lacks the supporting documents, but meets the experience criteria through other relevant means (e.g., CVs, declarations, etc.).</p> <p>Hence, the Commission is requested to allow exemption from the supporting documents required to meet the eligibility criteria.</p>	<p>Submission of supporting documents, as specified in the RfP, is mandatory for establishing the eligibility and experience of the proposed resources. Such supporting documents may include detailed CVs/declarations highlighting relevant work experience in similar assignments, along with corresponding work orders or documentary evidence.</p>
8	Form VI	<p>Financial Bid for work for providing assistance to GERC in Regulatory Assignments on Resource Adequacy Framework.</p>	<p>The Commission has specified the need of separate financial quotes for each distribution licensee, SLDC and STU. However, the bidder faces significant practical challenges in submitting separate quotes for every individual utility. Key challenges include the</p>	<p>The financial bid format specified in Form VI is designed to ensure uniformity and comparability of bids. Accordingly, bidders shall adhere to the prescribed format. No change is permitted.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			<p>development of separate resource adequacy models for small distribution licensees due to limited availability of input data files and hourly generation/load profiles.</p> <p>In view of the above, the Commission is requested to allow exemption from the prescribed format and permit to submit the consolidated quotes across 4 categories:</p> <p>STU and SLDC Major DLs includes DGVCL, MGVCL, PGVCL and UGVCL Private DLs includes TPL-Ahd, TPL-Srt, TPL-</p> <p>Dahej. TPL- Dholera and TPL-MBSIR</p> <p>Deemed DLs includes GIFT PCL, DPA, MUL, AIVPL, JIL</p> <p>This approach would streamline the bidding process while ensuring comprehensive coverage of all relevant utilities.</p>	

Bidder : PricewaterhouseCoopers Private Limited

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
1	<p>Clause 3</p> <p>Page no. 2</p>	<p>Assignment No. 1:</p> <p>1. Preparation of comparative analysis of the Regulations notified by other leading 5-7 states in line with latest provisions of Act, Electricity Rules, Policies of Central and State Governments, Resource Adequacy Guidelines/Regulations issued by MoP/CEA/FoR</p>	<p>We understand that our role shall be to analyse the notified regulations of the leading 5-7 states (to be decided beforehand with GERC) based upon the data/ information available in public domain only.</p>	<p>The understanding is correct. The Consultant shall undertake analysis based on available information and relevant sources.</p>
2	<p>Clause 3 Page no. 2</p>	<p>Assignment No. 1:</p> <p>2. Preparation on, discussion and finalization of draft Regulations along with Explanatory Memorandum.</p> <p>3. Assistance in preparation, discussion and finalization of respective Regulations / Order in</p>	<p>We understand that our role shall be to provide broad inputs for comparing best practices, option analysis, technical advice, undertaking quantitative and qualitative studies for GERC that they may rely upon when making policy choices. However, it shall be GERC's responsibility to review, decide and finalize the regulations under its own authority to approve and issue in public domain.</p>	<p>The understanding is correct. The Consultant shall assist the Commission; however, final decision-making shall rest with the Commission.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
		<p>the abovementioned assignments, after taking note of stakeholders' comments and analysis & compilation of the same, explaining the reasons for accepting / rejection the suggestions.</p>		
3	<p>Clause 3 Page no. 2</p>	<p>Assignments 2 : Assessment of Resource Adequacy Plans [Long-Term Discom Resource Adequacy Plan (LT-DRAP), Medium-Term Discom Resource Adequacy Plan (MT-DRAP) and Short-Term Discom Resource Adequacy Plan (ST-DRAP)] for the State of Gujarat and RA submissions of STU and SLDC using established Energy Modelling Software/Tools under MoP's Resource Adequacy Guidelines and applicable Regulations for the 4th GERC (MYT) Control Period.</p>	<p>We understand that our role is to analyse and recommend, however, it shall be GERC's responsibility to review the option, analysis and recommendations and take decisions on the same.</p>	<p>The understanding is correct. The Consultant shall analyse and provide recommendations. Approval shall be as per the decision of the Commission.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
4	Clause 3 Page no. 2	<p>Assignment No. 2:</p> <p>3. Data Collection, data validation, data analysis, Identification of shortfalls / data gaps in the submissions of RA plans of the Licensees/submissions of STU and SLDC.</p>	<p>The scope requires review of RA plans for up to 16 Distribution Licensees listed in Form VI (including DGVCL, MGVCL, PGVCL, UGVCL, GIFT PCL, DPA, TPL entities, MUL, AIVPL, JIL). We understand that GERC will facilitate/ coordinate for data collection from all licensees and follow up with each licensee for data submission. Consultant's role is to assess the data and find draft gaps. Please confirm our understanding.</p>	<p>The Commission shall facilitate coordination with the Licensees/STU/SLDC for data submission. The Consultant shall be responsible for analysis, validation and identification of gaps.</p>
5	Clause 3 Page no. 3	<p>Assignment No. 2:</p> <p>6. The bidder may use opensource and / or freeware subject to condition that such software should have been used by CEA or other Regulatory Commission]</p>	<p>We understand that the bidder is restricted to use opensource and / or freeware subject to condition that such software should have been used by CEA or other Regulatory Commission. This may be restrictive and may not allow the bidders to use other similar software (developed inhouse or procured or open source) equally capable for modelling to deliver this assignment. We request to allow other inhouse software/ tools or similar custom developed or open-source software, having capability to deliver the tasks for development of model through system modelling as well. Also, kindly share the list of available software used by CEA or other Regulatory Commission?</p>	<p>The bidder may use open-source/freeware or commercially established/in-house tools, subject to suitability. However, such software / tools should have been recognized and/or used by CEA or central/state/international regulatory commission/institute. Licensing cost, if any, shall be borne by the bidder. No separate payment shall be made.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			<p>Further, if a bidder proposes a commercial tool/ solver, will the licensing cost be borne by the Commission or the Consultant?</p> <p>We also understand that the software/ tool is required for the usage of consultant only to deliver the assignment and no licencing to GERC is required. Please confirm our understanding.</p>	
6	Clause 3 Page no. 3	<p>Assignment No. 3:</p> <p>3. To provide conceptual training on resource adequacy concepts with reference to national/international framework and practices.</p>	<p>We understand that training to be done by consultant shall be in "Train the Trainer" mode and that no certification shall be provided by the consultant to the participants. Further, we understand that all the infrastructure of training shall be provided by GERC like space, sitting facilities, systems, etc. Further, the cost of training shall also be borne by GERC. Please confirm our understanding.</p> <p>Kindly also clarify about the tentative no. of trainee, no. of training sessions, mode of training (virtual/ physical)?</p>	<p>Training shall be conducted in consultation with the Commission. Infrastructure shall be provided by the Commission. The number of sessions, participants and mode of training shall be decided by the Commission. No certification is envisaged.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
7	Clause No. 4, Page No. 4	<p>Timelines, Deliverables and Terms of Payment:</p> <p>The estimated timeline for Assignment 1 is three months from the date of the Letter of Award (LoA). The schedule of delivery of work vis-à-vis payments for Assignment 1 shall be as under:</p> <p>Assignments 2 and 3 are to be undertaken concurrently. Bidders must provide a single/combined quote for these assignments, segmented by Financial Year (as specified in Form VI). The duration of these assignments spans the 4th GERC (MYT) Control Period. Timelines shall align with the forthcoming GERC (Framework for Resource Adequacy) Regulations. Annual Payment Schedule [Assignments 2 & 3] is as under:</p>	<p>Given the timelines and the duration of the contract as mentioned in the RfP, we humbly request to kindly consider that any extension further to the mentioned duration of the contract shall be based on mutually agreed terms and conditions.</p>	<p>The timelines specified in the RfP are adequate. Any extension, if required, shall be as per the GERC (Conduct of Business) Regulations.</p>
8	Clause No. 5 Sr. No. 7 Page No. 6	<p>Eligibility & Qualification Criteria:</p> <p>The bidder should have at least one senior/middle level resource having</p>	<p>We submit that the experience of at least one senior/ /middle level resource in energy modeling and data analysis using the commercially/open source established</p>	<p>The requirement of experience in energy modelling using established tools is essential for the assignment. However, equivalent</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
		<p>the experience in energy modelling and data analysis using the commercially/open source established modelling software/tool. (as recognized and/or used by CEA or Central/State/International Regulatory Commission/Institute)</p>	<p>modelling software/tool. (as recognized and/or used by CEA or Central/State/International Regulatory Commission/Institute) may be restrictive and may limit the participation.</p> <p>Hence, we request to allow experience of other inhouse software/ tools or similar custom developed or open-source software, having capability to deliver the tasks for development of model through system modelling as well.</p> <p>Further, we understand that a self-certified CV indicating the desired experience of the resources shall suffice to the requirement of the clause. Kindly confirm our understanding.</p>	<p>experience using suitable tools may be considered. Submission of supporting documents as specified in the RfP is mandatory.</p>
9	<p>Clause No. 5</p> <p>Sr. No. 10 Page No. 7</p>	<p>Eligibility & Qualification Criteria:</p> <p>The Bidder, its leadership team and its personnel proposed to be deployed for this assignment should not have been blacklisted / debarred by regulator / MoP / MNRE in India in the past.</p>	<p>Considering participation from large firms like us who work in various competencies other than the electricity sector and given the team & business unit i.e. power, required to deliver the scope of work, we request to amend the clause as below:</p> <p>The Bidder, its leadership team and its personnel proposed to be deployed for this assignment should not have been blacklisted /</p>	<p>Suitable amendment is made in the RfP.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			debarred by electiricty sector regulator / MoP / MNRE in India in the past.	
10	Clause No. 5 Sr. No. 1 Page No. 7	<p>Qualification:</p> <p>Project Director (1 No.) - Minimum of 20 years of power sector experience. Highly preferred: A proven track record of leading projects that utilize modeling software and data analysis to support regulatory, government, or utility entities.</p>	<p>We submit that the experience of Project Director prescribing leading projects that utilize modelling software and data analysis to support regulatory is more on technical side. This may lag leading the core outcome of the project i.e. the core guidance on regulatory filings, its evaluations and support in issuance of relevant orders on the subject matter.</p> <p>Further, the required skillset is already possessed by the Project Manager, whose involvement would be more relevant and sufficient.</p> <p>In light of the above context, we humbly request to modify the experience as below</p> <p><i>Project Director (1 No.) - Minimum of 20 years of power sector experience. Highly preferred: A proven track record of consultancy services in supporting electricity regulators, government, and utility entities in regulatory matters.</i></p>	The qualification and experience requirements specified for Project Director are appropriate considering the nature of assignment. No change is required.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
11	<p>Clause No. 5</p> <p>Sr. No. 4 Page No. 7</p>	<p>Qualification:</p> <p>Project Executives (3 No.) - At least 03 years of experience in providing consultancy services; demonstrating proficiency in the deployment and functional application of modelling software/tools and data analysis for regulatory, government, and utility entities is highly preferred.</p>	<p>We suggest that two of the project executives should be sufficient for deployment and implementation of the software solution/ tool and running the same during evaluation of the Resource adequacy plan submitted by various utilities.</p> <p>However, given a major task for development of regulation, development of RA assessment report, assistance in stakeholders' meetings and subsequent preparation of final draft report in line with the regulation, the role of Project Executive to support Regulatory expert in the mentioned tasks is critical for timely delivery of the assignment.</p> <p>In light of the above context, we humbly request to modify the resources and experience as below</p> <p><i>Project Executives (2 No.)</i> - At least 03 years of experience in providing consultancy services; demonstrating proficiency in the deployment and functional application of modelling software/tools and data analysis for regulatory,</p>	<p>The resource requirement specified in the RfP is adequate to meet the scope of work. No change is required.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			<p><i>government, and utility entities is highly preferred.</i></p> <p>Project Executives (1 No.) - At least 03 years of experience in providing consultancy services in supporting electricity regulators, government, and utility entities in regulatory matters.</p>	
12	Clause No. 5 Page No. 7	<p>The Consultancy Firm should not have been undertaking and shall not undertake any assignment of Regulatory support to any of the Distribution Licensees within the purview of the GERC, that would be in conflict with this assignment or place the Consultant in a position of not being able to carry out this assignment objectively and impartially. The Consultant shall also declare a list of its ongoing assignments (if any) with any of the Utilities covered under the purview of the GERC.</p>	<p>We hereby submit that the clause no. 5, Sr. No. 6, clearly defines the boundaries of conflict to undertake this assignment and a declaration is also sought by GERC in order to fulfil the eligibility criteria. As it is inconsistent with the earlier mentioned clause i.e. clause no. 5, Sr. No. 6. As such this clause is proposed to be dropped.</p>	<p>The provisions relating to conflict of interest are appropriate and necessary. The clause shall remain unchanged.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
13	Clause No. 7 (7) Page No. 9	The Commission reserves the right to reject any / all the bids (proposals) without assigning any reason. The Commission also reserves the right to place the order with more than one bidder for each / all the assignments mentioned in Terms of Reference. Furthermore, the Commission reserves the right to award the contract to a single eligible bidder who meets minimum technical score.	<p>We understand that Assignment No. 1: Preparation of GERC (Framework for Resource Adequacy) Regulations, may not be split and shall have to be undertaken by one bidder only. Hence, we understand that the splitting of assignment amongst more than one bidder is meant for Assignment No. 2: Assessment of Resource Adequacy Plans for the State of Gujarat and RA submissions of STU and SLDC using established Energy Modelling Software/Tools under MoP's Resource Adequacy Guidelines and applicable Regulations for the 4th GERC (MYT) Control Period.</p> <p>However, for success of the engagement, better coordination among stakeholders, better integration (integrating the RA plans from various stakeholders) and accurate assessment for state as a whole, we suggest having a single agency to carry out the task but not splitting across the bidders. Further, for actual computation of cost/ financial quote, we propose to drop this clause as the same will cause ambiguity in understanding and submission of responsive proposal and subsequent evaluation of the financial bids.</p>	The Commission reserves the right as specified in the RfP. The provision shall remain unchanged.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
14	Clause No. 2 of Form IX Page No. 25	We certify that there is no conflict of interest that would preclude us from participating in this assignment.	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.	The declaration regarding conflict of interest shall be submitted as per the prescribed format.
15	Clause No 3 of Agreement Page No. 26	In case of any default on the part of the party of the first part in completion of the assignment(s) under the Scope of 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).	GERC is requested to limit consultant's liability under this clause to 10% of the value of corresponding goods/services not delivered by consultant. Please also confirm that GERC will use government procurement norms (including price discovery) for procurement of such services from third parties.	The terms of the Agreement are standard and shall remain unchanged.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
16	Clause No 8 of Agreement Page No. 26	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 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>It is also requested kindly delete this clause or cap the liability in case of any mentioned breach to one time the fees payable to consultant under this Agreement.</p> <p>GERC is also requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. Therefore, GERC is therefore requested to kindly include the following clause:</p> <p><i>“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.”</i></p>	The confidentiality provisions specified in the Agreement are appropriate. No change is required.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
17	Clause No 12 of Agreement Page No. 26	The Commission reserves its right to foreclose, terminate or cancel the assignment at any time by giving 15 days' notice, in case the performance of the consultant found to be unsatisfactory at any point of time during the terms of consultancy assignment.	<p>To uphold the principles of natural justice, we request client to notify the consultant and give a rectification period of at least 30 days, prior to invoking the clause for termination.</p> <p>Further, to uphold the principles of natural justice and to bring parity in the contract, we request GERC to give consultant 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>	The termination clause specified in the Agreement is adequate. No change is required.
18	Clause No 14 (mentioned as 12 due to typographical error) of Agreement Page No. 27	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.	In order to uphold the principles of natural justice (Nemo judex 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 GERC and the two arbitrators appoint third arbitrator. Please confirm.	The arbitration clause specified in the Agreement shall remain unchanged.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
19	Page No. 13, 15 & 17	<p>Form – II (Details of Similar Tasks Performed as per the Requirement of RfP), Form – III (Details of Tasks Performed in the Power Sector as per the Requirement of RfP) and Form - IV (Details of Tasks Performed involving deployment and/or Implementation of software solution/tool with data analysis for Utilities / Regulatory Authorities as per the Requirement of RfP)</p>	<p>We would like to mention that the Form – II, III & IV are similar seeking the information in a common template. We request to combine all these forms in a single form within which the bidder demonstrates its experience in line with the eligibility criteria mentioned under Clause No. 5 & Sr. No. 2, 3 & 4 of this RfP separately. In case all the forms are retained, please clarify that assignments to be submitted in one form shall also be eligible for evaluation in the other forms as well. Please clarify.</p>	<p>The formats provided in the RfP are required for evaluation purposes. Bidders shall furnish details as per all prescribed forms.</p>
20	Form – VI Page No. 28	<p>Financial Bid for work of providing assistance to GERC in Regulatory Assignments on Resource Adequacy Framework.</p>	<p>We would like to seek clarity that in case two or more utilities submits its resource adequacy plan in a single report, then the reimbursement to the consultant in term of fee (for assessment) shall be the cumulative sum of the amount quoted against those utilities under Form – VI of this RfP. Please confirm our understanding.</p>	<p>The understanding is correct. However Payment shall be made based on the approved scope and deliverables as per the RfP.</p>
21	New Clause	-	<p>Limitation of Liability:</p> <p>There is no clause in order to limit the liability of the consultant during this engagement.</p>	<p>Suitable provision regarding limitation of liability is incorporated in the Agreement.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			<p>Hence, 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 normal industry practice. GERC may consider including the following language:</p> <p>"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."</p> <p>Further, GERC is requested to include to clause to state that the consultant will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. Hence, GERC is requested to include the below clause:</p>	

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			<p><i>"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."</i></p>	
22	New Clause	-	<p>Confidentiality:</p> <p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., 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:</p> <p><i>"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 reliance on confidential information; or (iii) is or later becomes publicly</i></p>	<p>The confidentiality provisions specified in the Agreement are adequate and shall prevail.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			<p><i>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."</i></p>	
23	New Clause	-	<p>Right to Retain:</p> <p>We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.</p>	<p>The Consultant shall comply with the provisions of the Agreement. No additional clause is required.</p>
24	New Clause	-	<p>Right to disclose:</p> <p>Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.</p>	<p>The Consultant may refer to the assignment for reference purposes without disclosing any confidential information, subject to prior approval of the Commission.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
25	New Clause	-	<p>Intellectual Property Rights:</p> <p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to GERC. 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 you GERC because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.</p> <p><i>"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</i></p>	<p>The deliverables under the assignment shall be the property of the Commission. No change is required.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			<p><i>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."</i></p>	
26	New Clause	-	<p>Usage of Deliverable:</p> <p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than GERC, in connection with our services, unless otherwise agreed by us in writing. GERC agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	<p>The Consultant shall be responsible for deliverables as per the Agreement. No change is required.</p>
27	New Clause	-	<p>Acceptance:</p> <p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY</p>	<p>The deliverables shall be reviewed and accepted by the Commission as per the provisions of the Agreement. No change is required.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
			<p>in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p><i>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</i></p>	
28	Clause 9; Page 10	The final bids complete in all respects are required to be submitted latest by, on or before 01/04/2026, up to 18.00 hours IST.	Request to allow at least two weeks' post issuance of clarifications on bidders queries to submit their bids.	Suitable amendment is made in the RfP.

Bidder : Deloitte Touché Tohmatsu India LLP (DTTILLP)

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
1	-	Limited Liability: There is no clause which limits Consultant's liability.	<p>We humbly request the Commission to incorporate the suggested clause in the contract, so as to limit the overall liability of Consultant to contract value. This provision is imperative for consulting firms like ours to get necessary risk clearances.</p> <p>Suggestions:</p> <p>Total aggregate liability of Consultant in connection with this Contract, shall be limited to the Contract value of the Agreement.</p>	Suitable provision regarding limitation of liability is incorporated in the Agreement.
2	SPECIMEN AGREEMENT	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	<p>We request the Commission for modification of the said clause.</p> <p>Suggestions:</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</p>	The terms of the Agreement regarding default and completion of work at the risk and cost of the Consultant are standard and necessary for safeguarding the interest of the Commission. Hence, no change is required.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
		at the risk and cost of the party of the first part (Consultant).	completed from any other agency at the risk and cost of the party of the first part (Consultant). may terminate the contract for reasons solely attributable to consultant.	
3	SPECIMEN AGREEMENT	8. ... 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.	We request the Commission for modification of the said clause. Suggestions: 8. ... 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 determined by arbitration appointed in consultation by both parties or legally determined and same shall be capped to contract value 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.	The confidentiality provisions specified in the Agreement are appropriate. The determination of compensation shall be as per the provisions of the Agreement. Hence, no change is required.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
4	SPECIMEN AGREEMENT	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	<p>We request the Commission for deletion of the said clause.</p> <p>Suggestions:</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 may terminate the contract if there is any conflict identified.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>	The clause relating to conflict of interest is essential to ensure objectivity and impartiality in the assignment. Hence, no change is required.
5	SPECIMEN AGREEMENT	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	We request the Commission for deletion of the said clause.	The provisions relating to satisfactory performance and completion of assignment are necessary and shall remain unchanged.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
		completed from any other agency at the risk and cost of the party of the first part (Consultant).		
6	5. Eligibility & Qualification Criteria	The bidder must be a multi-disciplinary expert in the Indian power regulatory framework with an adequate knowledge of the Electricity Act 2003 as well as Policies, Rules, Regulations and Guidelines issued under the Act 2003 and a proven track record of delivering end-to-end legal, technical, and financial consultancy for regulatory authorities, governments and sector entities within prescribed timelines	<p>None of the Big-4 consulting firms are allowed to provide legal service. Accordingly, it is requested to remove the word legal from the mentioned clause.</p> <p>Suggestions:</p> <p>The bidder must be a multi-disciplinary expert in the Indian power regulatory framework with an adequate knowledge of the Electricity Act 2003 as well as Policies, Rules, Regulations and Guidelines issued under the Act 2003 and a proven track record of delivering end-to-end legal, technical, and financial consultancy for regulatory authorities, governments and sector entities within prescribed timelines.</p>	Suitable amendment is made in RfP.

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
7	Additional Query	-	<p>It is envisaged that the purchase / development of any tool / software is not included under the current scope of work and fee to be proposed.</p> <p>Suggestions:</p> <p>It is understood that purchase/development of tool/software is not envisaged under the current scope of work and fee to be proposed. The cost of purchasing any tool or subscription is not to be borne by consultant. Also no cost is to be borne by consultant for conduct of any workshop.</p>	<p>The scope of work includes use of modelling tools/software as required for the assignment. All costs associated with tools/software and conduct of workshops/training shall be borne by the Consultant.</p>
8	Additional Query	Termination of contract	<p>We request GERC to include this additional clause</p> <p>Suggestions:</p> <p>The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case the Client does not make payment to the Consultant.</p>	<p>The termination provisions specified in the Agreement are adequate. No additional clause is required.</p>

S.No.	RFP Clause / Page No.	Description as per RFP	Clarification Sought	GERC Response
9	Additional Query	Acceptance of Deliverables	<p>We request GERC to include this additional clause</p> <p>Suggestions:</p> <p>The deliverables shall be considered deemed accepted in case of no revert or comments in 30 days.</p>	<p>The acceptance of deliverables shall be as per the provisions of the Agreement and directions of the Commission. No deemed acceptance shall be applicable.</p>
10	Additional Query	Indemnification	<p>We request GERC to cap indemnity at 1x of the total fee.</p> <p>Suggestions:</p> <p>The Consultant shall indemnify GERC for any damages at all times, limited to one time of the contract value. The Consultant shall be only liable for indemnities which are judicially determined and solely attributable to Deloitte.</p>	<p>Suitable provision regarding limitation of liability is incorporated in the Agreement.</p>

