

**CENTRAL ELECTRICITY REGULATORY COMMISSION**

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

No. RA/11020(11)/1/2021-CERC

Dated: 12.04.2023

**Subject: Corrigendum to Bid No. GEM/2023/B/3295488 dated 22nd March, 2023 regarding Engagement of Consultant by Forum of Regulators (FOR) to prepare a study report on "Ceiling Tariff for Distribution Sector in India".**

**Reference: Pre-bid meeting held on 28.03.2023**

Pre-bid meeting of the subject tender was held on 28.03.2023 at CERC. The firms who participated in the pre-bid meeting raised queries related to the terms and conditions indicated in the tender documents.

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

- 1) S. No 1 (a) of the 2<sup>nd</sup> table "Criteria for Technical Evaluation" provided at Sub clause 3 of clause 7 of the TOR and S. No. 1 (a) of the table "Criteria for Technical Evaluation" attached under "Qualification Methodology Document" of the bid document at page 3 may be read as detailed below:

*"Experience in regulatory assignments on matters involving Tariff Model, ARR petition, True Up petition, Tariff order, Tariff Regulation, business plan, and/ or financial/functional restructuring, cost optimisation for Distribution companies in India in the last Ten (10) years.*

- i) 20 marks for 5 completed assignments in the last 10 years.*
- ii) 2 marks for each additional assignment in the last 10 years"*

- 2) The “Section II Fee Proposed” provided under the “DETAILED PROPOSAL FOR STUDY (FINANCIAL)” and attached at the “Price breakup format” of the bid document may be read as:

**“ II Fee Proposed:**

8. Amount of Fee proposed for conducting the study:

S No	Particulars	Consolidated Amount (in Rs.)
1	Consultant Charges (Inclusive of taxes)	₹ (Amount in Words Rupees _____ _____)

.”

- 3) Note (b) at Sub clause 3 of clause 7 of the TOR and Note 1 (b) of the table “Criteria for Technical Evaluation” attached under “Qualification Methodology Document” of the bid document at page 3 may be read as detailed below:

*“Under a retainership project/ long term project/ multi-year project, business plan/ tariff petition/ true up petitions/ tariff order/ tariff Regulations/ business plan/ Tariff Model/ financial restructuring /functional restructuring/ cost optimisation assignments completed during a year shall be considered as single assignment and can be quoted accordingly under 1(a) of the above table “Criteria for Technical Evaluation ”*

- 4) Sub clause 10 of clause 4 “Deliverables and duration of the Assignment” of the TOR may be read as:

*“10. No abnormal delay would be tolerated for the reasons attributable to the bidder. In the case of non-completion of study/ assignment within the stipulated time or extended time, as the case may be, the Performance Bank Guarantee shall stand forfeited.”*

5) The first para to clause 8 “Liquidated Damages” of the Agreement at Annexure IV of the ToR may be read as:

*“The timelines for deliverables as per clause 4, above shall be strictly adhered by the consultant. The tasks should be completed in a phased manner and overlapping of one or more study shall not be a constraint for adherence to the timelines specified. In case of any delay in adhering to the timelines for the reasons attributable to the Consultant, of completion of study and error/variation in submitted report, liquidated damages shall be levied in the following manner.”*

6) The additional provision to sub clause 8.1 of clause 8 “Liquidated Damages” of the Agreement at Annexure IV of the ToR may be read as:

*“In addition to the liquidated damages as specified above, warning may be issued to the Consultant for minor deficiencies noted by FOR. In the case of non-completion of study/ assignment within the stipulated time or extended time, as the case may be, the Performance Bank Guarantee shall stand forfeited. In the case of significant deficiencies in services causing adverse effect on the Project or on the reputation of FOR, other penal action including debarring for a specific period may also be initiated.”*

7) The sub clause i of clause 9 “Termination of contract” of the Agreement at Annexure IV of the ToR may be read as:

*“i. With 1-week notice:*

*The assignment may be terminated by the FOR, any time, by giving 1 week notice and after providing an opportunity to the consultant/professional expert to offer satisfactory explanation, if it has come to notice of FOR that the consultant/professional expert has been convicted for an offence involving moral turpitude or unethical professional practices. In such context, Performance Bank Guarantee amount will be invoked and encashed. Further legal action may also be taken against consultant.”*

B. Replies / Clarification to Bidders queries are placed at **Annexure**.

ANNEXURE

Sl. No	Query raised by	Clause Reference	Query/Proposal from Prospective Bidders	Clarification
1	PWC	<p>Section 7 stipulates the following: Experience in regulatory assignments on matters involving Tariff Model, ARR petition, True Up petition, Tariff order, Tariff Regulation, business plan, and/ or financial planning for Distribution companies in India in the last five years.</p> <p>i) 20 marks for 5 completed assignment in last 10 years. ii) 2 marks for each additional assignment in the last 10 years</p>	<p>The clause mentions about providing assignment details during last 5 years, however, for marking it mentions completed assignment in last 10 years. It is requested to clarify whether we need to submit the experience in the last 10 years or in the last 5 years.</p>	<p>The details provided at S. No 1 (a) of the 2<sup>nd</sup> table “Criteria for Technical Evaluation” provided at Sub clause 3 of clause 7 of the bid may be read as detailed below:</p> <p><i>“Experience in regulatory assignments on matters involving Tariff Model, ARR petition, True Up petition, Tariff order, Tariff Regulation, business plan, and/ or financial/functional restructuring, cost optimisation for Distribution companies in India in the last Ten (10) years.</i></p> <p><i>i) 20 marks for 5 completed assignment in last 10 years.</i> <i>ii) 2 marks for each additional assignment in the last 10 years”</i></p>
2	PWC	<p>Section 5 stipulates the following:</p> <p><b>Payment Schedule:</b></p> <p>1. 10% of the professional fee as advance of the total fee of the study at the time of signing agreement, subject to submission of an irrevocable Bank Guarantee for equal amount. If advance is not requested by the Consultant, 10% of the fee can be claimed</p>	<p>Considering that the sub-clause 7 of Section 5 already mentions that the stage payment shall not be released in case of unsatisfactory work, it is requested that the 90% of the Fee may be released till submission and acceptance of the Final Report and only 10% of the fee may be retained till end of the Contract. Accordingly, we suggest that the payment schedule may be revised as follows:</p> <p><b>Payment Schedule:</b></p> <p>1. 10% of the professional fee as advance of the total fee of the study at the time of signing agreement, subject to submission of</p>	<p>No change.</p> <p>These are standard payment clauses adopted by FOR.</p>

	<p>at the end of the contract period on submission of the final report.</p> <p>2. 20% of the professional fee on the submission of the inception report of the Study;</p> <p>3. 20% of the professional fee on submission of first Draft Report of the study;</p> <p>4. 20% of the professional fee on submission of Final Report of the study;</p> <p>5. 30% of the professional fee on successful completion and acceptance of the Final Report, at the end of the contract period.</p> <p>6. The Consultant shall provide an irrevocable Performance Bank Guarantee of 10% of amount stipulated in the agreement at the time of signing the agreement to be valid till 3 (three) months after the expiry of the agreement. In the event of extension of assignment/ Contract, the Performance Bank Guarantee shall be suitably extended by the consultant at its own cost and extended Performance Bank Guarantee shall be made available to the FOR secretariat within 7 days of receipt of such extension Information.</p>	<p>an irrevocable Bank Guarantee for equal amount. If advance is not requested by the Consultant, 10% of the fee can be claimed at the end of the contract period on submission of the final report.</p> <p>2. 20% of the professional fee on the submission of the inception report of the Study;</p> <p>3. 20% of the professional fee on submission of first Draft Report of the study;</p> <p><b>4. 40% of the professional fee on submission of Final Report of the study;</b></p> <p><b>5. 10% of the professional fee on successful completion and acceptance of the Final Report, at the end of the contract period.</b></p> <p>6. ....</p> <p>7. ....</p>	
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		<p>Performance Bank Guarantee will be kept as performance security and can be invoked to appropriate against breach of any terms of this Agreement or for non- performance.</p> <p>7. The stage payment shall not be released in case of unsatisfactory work and decision of FOR in this aspect shall be final.</p>		
3	PWC	<p>Section 7 stipulates the following: Tie ups with think tanks/Academic institutes/researchers (having P.hd.) with research expertise in Regulatory Matters(in distribution sector)</p>	<p>Tie-up with external agencies / individuals is a time taking exercise, as in our organization, it has to essentially go through a stringent quality, risk and legal review and approvals thereof.</p> <p>Accordingly, it is requested to consider allowing the consultant's in-house experts for the requisite qualification criteria to be included in the team, instead of providing scoring for tie ups with think tank/Academic institutes/researchers (having Phd.) with research expertise in Regulatory Matters (in distribution sector).</p> <p>Further, it is suggested that a wider stakeholder consultation through webinar may be incorporated in the Scope to be undertaken by the Consultant firm under the egis of FOR at the appropriate stage, to bring in the suggestions, thoughts, ideas of a larger expert group.</p>	<p>Consent letter expressing willingness by independent researcher having P.hd. with research expertise in Regulatory Matters shall also be considered.</p> <p>The requirement of internal expertise of the consulting agency is already covered in sub clause 3 (a) to 3(c) of the 2<sup>nd</sup> table "Criteria for Technical Evaluation" of clause 7 of the TOR.</p> <p>The consultant may develop its own approach and methodology for the study.</p>
4	PWC	<p>Last date of Submission 12th April 2023</p>	<p>In section 7 it is mentioned to have tie-ups with think tanks/Academic institutes/researchers (having P.hd.) with</p>	<p>Bid end date is extended by 2 weeks.</p>

			research expertise in Regulatory Matters (in distribution sector), the process of these tie-ups is a time-consuming process, therefore we request extend the date of submission of the bid by 2 weeks.							
5	PWC	Annexure-II DETAILED PROPOSAL FOR STUDY (FINANCIAL) In the financial proposal it is mentioned that “(The amount quoted should be exclusive of statutory levies and taxes etc. and should be in INR)”	It is requested to clarify whether the amount quoted in the financial proposal has to be inclusive or exclusive of taxes, as in the GeM portal there is only an option for amount inclusive of taxes.	<p>The “Section II Fee Proposed” provided under the “DETAILED PROPOSAL FOR STUDY (FINANCIAL)” and attached at the “Price breakup format” of the bid may be read as:</p> <p style="text-align: center;"><b>II. Fee Proposed:</b></p> <p>8. Amount of Fee proposed for conducting the study:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">S No</th> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">Consolidated Amount (in Rs.)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Consultant Charges (Inclusive of taxes)</td> <td>₹ (Amount in Words Rupees _____ _____ )</td> </tr> </tbody> </table>	S No	Particulars	Consolidated Amount (in Rs.)	1	Consultant Charges (Inclusive of taxes)	₹ (Amount in Words Rupees _____ _____ )
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6	PWC	No clause in RfP on acceptance criteria	<p><b>Suggestions</b></p> <p>It is requested to include a clause on the acceptance criteria. We would like to propose: "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,</p>	The provision in the TOR is adequate and does not warrant any change.						

			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."	
7	PWC	No clause of third-party disclaimer	<p><b>Suggestions</b></p> <p>It is requested to include a clause on the third-party disclaimer. We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You 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>	No change.
8	PWC	<p>Annexure-IV Clause 9.1</p> <p><i>i.</i> Without any notice</p> <p>The assignment may be terminated by the FOR, any time, with immediate effect, if it has come to notice of FOR that the consultant/professional expert has been convicted for an offence involving moral</p>	It is requested to uphold the principles of natural justice, we request client to give us a rectification period of at least 15 days, prior to invoking this clause.	<p>Clause 9.i of the Agreement at Annexure IV of the ToR may be read as:</p> <p><i>i. With 1-week notice:</i>  <i>The assignment may be terminated by the FOR, any time, by giving 1 week notice and after providing an opportunity to the consultant/professional expert to offer satisfactory explanation., if it has come to notice of FOR that the consultant/professional expert has been convicted for an offence involving moral turpitude or unethical professional practices.</i></p>



		turpitude or unethical professional practices. In such context, Performance Bank Guarantee amount will be invoked and encashed. Further legal action may also be taken against consultant.		<i>In such context, Performance Bank Guarantee amount will be invoked and encashed. Further legal action may also be taken against consultant.</i>
9	Deloitte	<p>Clause 7. Application and Evaluation Criteria.</p> <p>Criteria for Technical Evaluation - Tie ups with think tanks/Academic institutes/researchers (having P.hd.) with research expertise in Regulatory Matters (in distribution sector)</p>	<p>We request FOR to consider replacing this requirement with a Regulatory Team Member of the consulting firm's organization.</p> <p>Instead of tie-ups, stakeholder consultations may be held with think tanks/ academic institutes/ researchers to get their views on the draft report/ suggestions.</p> <p>Also this requirement is in contravention to the provisions mentioned under document 'Profile of the Consultant' which states that <i>'Each member of the team deployed for the said assignment shall be a fulltime employee or contractual staff on full time basis of the applicant'</i>.</p> <p>Suggestions:  Regulatory Team Member  Qualification Criteria - B. Tech with MBA with 5 years or more experience in distribution sector regulatory matters.  &lt; 5years' of relevant experience – 0 marks  &gt;Between 5-7 years of relevant experience – 5 marks  &gt;7 years of relevant experience – 10 marks</p>	<p>Consent letter expressing willingness by independent researcher, having P.hd., with research expertise in Regulatory Matters shall also be considered.</p> <p>The requirement of internal expertise of the consulting agency is already covered in sub clause 3 (a) to 3(c) of the 2<sup>nd</sup> table "Criteria for Technical Evaluation" of clause 7 of the TOR.</p>
10	Deloitte	We request FOR to clarify if hard copy submissions are		Physical copy of the EMD (in form of Demand Draft only) should be submitted at the FOR

		required of the proposal. Please clarify the list of documents required to be submitted in hard copy along with deadline for its submission.		Secretariat located in CERC office in Delhi within 2 days from the “Bid end date”.						
11	Deloitte	4.10 No abnormal delay would be tolerated. In case of any such contingency, the study would be conducted from alternate source at the cost of the bidder.	We request FOR to accept the suggested changes Suggestion: No abnormal delay would be tolerated for the reasons solely attributable to the bidder.	Clause 4.10 of the TOR may be read as:  <i>“10 No abnormal delay would be tolerated for the reasons attributable to the bidder. In the case of non-completion of study/ assignment within the stipulated time or extended time, as the case may be, the Performance Bank Guarantee shall stand forfeited.”</i>						
12	Deloitte	Annexure-II <b>II. Fee Proposed:</b> (The amount quoted should be exclusive of statutory levies and taxes etc. and should be in INR)	The GEM portal requires to enter price inclusive of taxes while bid document requires price exclusive of taxes. We request FOR to please suggest which price to be quoted. 	The “Section II FeeProposed” provided under the “DETAILED PROPOSAL FOR STUDY (FINANCIAL)” and attached at the “Price breakup format” of the bid may be read as:  <b>II. FeeProposed:</b>  8. <i>Amount of Fee proposed for conducting the study:</i>  <table border="1" data-bbox="1420 1158 2007 1279"> <thead> <tr> <th>S No</th> <th>Particulars</th> <th>Consolidated Amount (in Rs.)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S No	Particulars	Consolidated Amount (in Rs.)			
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13	Deloitte	6. ii) The consultant further affirms and confirms that he/she/it shall hold all Confidential Information in confidence and with the same degree of care he/she/it uses to keep his/her/its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of FOR, disclose such information to any person for any reason at anytime	<p>We request FOR to modify the clause as suggested.</p> <p>Suggestion: The consultant further affirms and confirms that he/she/it shall hold all Confidential Information in confidence and with the same degree of care he/she/it uses to keep his/her/its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of FOR, disclose such information to any person for any reason at anytime. The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.</p>	<p>No change.</p> <p>These are standard clauses adopted by FOR.</p>			
14	Deloitte	8. The timelines for deliverables as per clause 4, above shall be strictly adhered by the consultant. The tasks should be completed in a phased manner and overlapping of one or more study shall not be a constraint for adherence to the timelines specified. In case of any delay in adhering to the timelines, of completion of study and	<p>We request FOR to modify the clause as suggested.</p> <p>Suggestion: The timelines for deliverables as per clause 4, above shall be strictly adhered by the consultant. The tasks should be completed in a phased manner and overlapping of one or more study shall not be a constraint for adherence to the timelines specified. In case of any delay in adhering to the timelines for the reasons solely attributable to the</p>	<p>The first para of clause 8 “Liquidated Damages” of the Agreement at Annexure IV of the ToR may be read as:</p> <p><i>“The timelines for deliverables as per clause 4, above shall be strictly adhered by the consultant. The tasks should be completed in a phased manner and overlapping of one or more study shall not be a constraint for adherence to the timelines specified. In case of any delay in adhering to the timelines for the reasons attributable to the Consultant, of</i></p>			

		error/variation in submitted report, liquidated damages shall be levied in the following manner.	Consultant, of completion of study and error/variation in submitted report, liquidated damages shall be levied in the following manner.	<i>completion of study and error/variation in submitted report, liquidated damages shall be levied in the following manner."</i>
15	Deloitte	8.1. In addition to the liquidated damages as specified above, warning may be issued to the Consultant for minor deficiencies noted by FOR. In the case of non-completion of study/ assignment within the stipulated time or extended time, FOR shall have the right to get the study / assignment completed at the risk and cost of the Consultant. In the case of significant deficiencies in services causing adverse effect on the Project or on the reputation of FOR, other penal action including debarring for a specific period may also be initiated.	We request FOR to modify the clause as suggested. Suggestion:  In addition to the liquidated damages as specified above, warning may be issued to the Consultant for minor deficiencies noted by FOR. In the case of significant deficiencies in services causing adverse effect on the Project or on the reputation of FOR, other penal action including debarring for a specific period may also be initiated.	The additional provision to clause 8.1 "Liquidated Damages" of the Agreement at Annexure IV of the ToR may be read as:  <i>"In addition to the liquidated damages as specified above, warning may be issued to the Consultant for minor deficiencies noted by FOR. In the case of non-completion of study/ assignment within the stipulated time or extended time, as the case may be, the Performance Bank Guarantee shall stand forfeited. In the case of significant deficiencies in services causing adverse effect on the Project or on the reputation of FOR, other penal action including debarring for a specific period may also be initiated."</i>
16	Deloitte	9.iii) The FOR and the Consultant have the option to terminate the assignment on mutual consent by giving notice of one month to the other...	Suggestion: The FOR and the Consultant have the option to terminate the assignment on mutual consent by giving notice of one month to the other. The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case: • Client does not make the payment	No change.  These are standard clauses adopted by FOR.

			<p>to the Consultant</p> <ul style="list-style-type: none"> <li>• Does not adhere to the arbitration judgement</li> <li>• If Bidder determines that a law, regulation or anything having similar import, or a circumstance (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder.</li> </ul>	
17	Deloitte	<p>12-i. ...In the event of arbitration, FOR shall appoint sole arbitrator which shall be binding on the Consultant.</p>	<p>Suggestion ...In the event of arbitration, each party shall appoint one Arbitrator and the former two shall select a third Arbitrator and the same shall be binding on the Parties</p>	<p>No change.  These are standard clauses adopted by FOR.</p>
18	Mercados	<p>S. No. 1 (a), Criteria for Technical Evaluation:</p> <p><i>“Experience in regulatory assignments on matters involving Tariff Model, ARR petition, True Up petition, Tariff order, Tariff Regulation, business plan, and/ or financial planning for Distribution companies in India in the last five years. i) 20 marks for 5 completed assignments in last 10 years. ii) 2 marks for each additional assignment in the last 10 years”</i></p>	<p><b>Proposed Clause:</b> Experience in regulatory assignments on matters involving Tariff Model, ARR petition, True Up petition, Tariff order, Tariff Regulation, business plan, and/ or financial planning, <b>turnaround plan, benchmarking studies, cost optimisation</b>, for Distribution companies in India in the last <b>ten</b> years. i) 20 marks for 5 completed assignments in last 10 years. ii) 2 marks for each additional assignment in the last 10 years <b>Rationale/Suggestions:</b> It is observed that in all the clauses of the tender document FoR has sought</p>	<p>The S. No. 1 (a), Criteria for Technical Evaluation, may be read as:</p> <p><i>“Experience in regulatory assignments on matters involving Tariff Model, ARR petition, True Up petition, Tariff order, Tariff Regulation, business plan, and/ or financial/functional restructuring, cost optimisation, for Distribution companies in India in the last ten years. i) 20 marks for 5 completed assignments in last 10 years. ii) 2 marks for each additional assignment in the last 10 years”</i></p>

			<p>experience of assignments in the last 10 years and also the same has been sought in the present sub-clauses (i) &amp; (ii) as well. However, we believe that a typo may have remained in the Main clause which still specifies as “five years”. Hence, we suggest that the same may be rectified and made “ten years” consistent with the entire document.</p> <p>Further, It is respectfully submitted that bidder’s experience in the area of turnaround plan, benchmarking studies and cost optimisation for distribution companies are key subject areas affecting competitiveness of the tariff especially in a parallel licensing scenario. For example: - BEST Undertaking while designing its Tariff Petition (including Tariff Rates) in the past, aspects of benchmarking, efficiency of costs, etc. gets evaluated against the competitor distribution licensees and these aspects remain key to design/propose the tariff. Therefore, separate assignments for cost competitiveness studies/support for distribution companies such as benchmarking, cost optimisation, etc. is also suggested to be included in the qualified assignments in the scoring criteria.</p> <p>Further, support to distribution companies for preparing turnaround and action plan under government funded schemes or otherwise, includes financial projections and financial planning. Accordingly, such</p>	
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			<p>assignments on turnaround plan and action plan is also suggested to be included in the qualified assignments in the scoring criteria either under financial planning or in alternate as separate assignments.</p> <p><b>Query:</b> We understand that the bidders experience in assisting various stakeholders including consumers or consumer associations in the regulatory matters of tariff/ARR petitions of the power distribution companies shall also be considered for evaluation. We believe that the end beneficiary of the ceiling tariff is only consumers and they play a vital role in creating the competition scenario. Hence, the perspectives as well as challenges of the consumers in competition scenario needs to be considered in arriving at the ceiling tariff study result.</p>	
19	Mercados	<p>Note 1 (b), Criteria for Technical Evaluation,</p> <p><i>“Under a retainership project, business plan/ tariff petition/ tariff order assignments carried out during a year shall be considered as single assignment and can be quoted accordingly under 1(a) of the above table “Criteria for Technical Evaluation””</i></p>	<p><b>Proposed Clause:</b> Under a retainership project / <b>long term/ multi-year engagements whether ongoing/ completed</b> business plan/ tariff petition/ tariff order assignments carried out/<b>completed</b> during a year shall be considered as single assignment and can be quoted accordingly under 1(a) of the above table “Criteria for Technical Evaluation”</p> <p><b>Rationale/Suggestions:</b> It is humbly requested that under an ongoing retainership contract of 2 years and more, each year of completed work may be considered as a single assignment and allowed to be quoted under 1(a) of the above table “Criteria for Technical</p>	<p>The assignments completed during a year of the ongoing retainership project/ long term/ multi-year engagements may be considered as single completed assignment corresponding to that year. However, the completion certificate as indicated at Note 1(c), Criteria for Technical Evaluation, Page No. 2 must be provided for such assignments for consideration for evaluation.</p> <p>Note 1 (b), Criteria for Technical Evaluation, may be read as:</p> <p><i>“Under a retainership project/ long term project/ multi-year project, business plan/ tariff petition/ true up petitions/ tariff order/ tariff Regulations/ business plan/ Tariff Model/ financial restructuring</i></p>

Evaluation”  
 Further, multi-year contracts for tariff assistance to Distribution Companies presently exists and even though the contract may be for 2 years or more, the assistance comprise of each year milestones and corresponding payments. Therefore, we request that in such assignment contracts as well, each year of completed work may be considered as a single assignment and allowed to be quoted under 1(a) of the above table “Criteria for Technical Evaluation”. For example: - A distribution company may have appointed a tariff consultant under a 3-year contract with the following scope: -

*/functional restructuring// cost optimisation assignments completed during a year shall be considered as single assignment and can be quoted accordingly under 1(a) of the above table “Criteria for Technical Evaluation”*

Sr. No.	Scope of work	Completion Date (Tariff Order date)	Year No.
1	True-up of FY 2020-21. APR of FY 2021-22 and ARR & Tariff	31st March 2022	Year 1



				f for FY 2022- 23			
			2	True- up of FY 2021- 22, APR of FY 2022- 23 and ARR & Tariff for FY 2023- 24	31st March 2023	Yea r 2	
			3	True- up of FY 2022- 23, APR of FY 2023- 24 and ARR	31st March 2024	Yea r 3	

				& Tariff for FY 2024- 25			
<p>From the above table, it is evident that there are three petitions which are to be filed in each of the years and the completion timelines are also separate. This engagement work completion nature is same as retainership projects, wherein each year of assistance will result into a single petition/Order (tariff proceeding for one year). Therefore, as on the date of bidding work for Year 1 and Year 2 will be completed and can be considered as single assignment for qualification in the tender.</p>							