

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

No. FOR-11013(13)/1/2022-CERC

Dated: 13.03.2024

Subject: Corrigendum to Bid No. GEM/2024/B/4508490 dated 19.02.2024 - regarding Engagement of Consultant by Forum of Regulators (FOR) on retainership basis for assisting the FOR in carrying out various activities.

Reference: Pre-bid meeting held on 26.02.2024

Pre-bid meeting of the subject tender was held on 26.02.2024 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. Sub clause 4.2 of clause 4 of the TOR “**ELIGIBILITY CRITERIA**” of the bid document may be read as detailed below:

“4.2. The Consultant should have completed at least 5 (five) assignments in the last 10 (ten) years in assisting the Electricity Regulatory Commissions i.e CERC/ SERC/ JERC, and/or Forum of Regulators on matters involving drafting Regulations on matters pertaining to Renewable energy Generation, Renewable energy integration, Renewable Purchase obligations/ compliances, Energy Storage, matters relating to tariff computation in respect of generation/transmission/distribution of electricity, subsidy accounting/ computation, energy

accounting; **OR** assisted the Electricity Regulatory Commissions (as indicated above) on matters related to energy accounting/ RPO/ compliance of the directions of the commission provided under tariff orders; **OR** filed tariff petitions (including tariff computation) of generation/transmission/distribution utilities; or assisted the distribution utilities in energy accounting/ RPO compliance & monitoring/ compliance of the directions of the commission provided under tariff orders; **OR** assisted the Electricity Regulatory Commission or distribution utilities in preparation of Annual Report.”

2. Table 2: Markings against each of the Technical Parameters under Sub clause 6.1 of clause 6 of the TOR “Technical Evaluation Criteria” of the bid document may be read as detailed below:

S. No.	Criteria for Technical Evaluation	Maximum Marks
1	The Consultant’s relevant experience for the assignment	35
(a)	Experience of minimum 10 (ten) years in assisting the Electricity Regulatory Commissions i.e CERC/ SERC/ JERC, and/or Forum of Regulators on matters involving drafting Regulations on matters pertaining to Renewable energy Generation, Renewable energy integration, Renewable Purchase obligations / compliances, Energy Storage, matters relating to tariff computation in respect of generation/transmission/distribution of electricity, subsidy accounting/ computation, energy accounting; OR assisted the Electricity Regulatory Commissions (as indicated above) on matters related to energy accounting/ RPO/ compliance of the directions of the commission provided under tariff orders; OR filed tariff petitions (including tariff computation) of generation/transmission/distribution utilities; or assisted the distributio	Max 35 marks

*n utilities in energy accounting/ RPO compliance & monitoring/ compliance of the directions of the commission provided under tariff orders; **OR** assisted the Electricity Regulatory Commission or distribution utilities in preparation of Annual Report.*

- i. 20 marks for 5 completed assignment in last 10 years.*
- ii. 3 marks for each additional assignment in the last 10 years*

2 The Qualification and experience of the key staff

Who would actually be made available for services to the FOR for this assignment (Please include biodata)

S No.	Qualification Criteria	Years of experience		
		0-5 years	5-10 years	10+ year
1	<i>B. Tech. with MBA / M. Tech. with 5 years or more experience in regulatory matters</i>	0	5	10
2	<i>Finance with 5 years or more experience in regulatory matters</i>	0	2.5 5	5-10

Max 30 marks

	3	<i>Economics with 5 years or more experience in regulatory matters</i>	<i>Masters</i>	0	2.5	5		
	4	<i>Legal with 5 years or more experience in regulatory matters</i>	<i>Graduate degree/ Master's degree in law from a reputed institution/ university</i>	0	2.5	5		
	5	<i>PhD (in any field related to electricity/ Regulatory Matters)</i>			2.5	5		
3	<i>Presentation on understanding of issues</i>							Max 25 marks
4	<i>Tie ups with think tanks/ Academic institutes/researchers (having PhD) with research expertise in Regulatory Matters) with expertise in Regulatory Matters and with experience of working on aspects pertaining to operations of SERCs .</i> <i>Consultant's in-house experts having PhD, with expertise in Regulatory Matters and with experience of working on aspects pertaining to operations of SERC shall also be considered.</i>							10 marks
Total								100

3. Note (b) at Sub clause 6.1 of clause 6 of the TOR “Technical Evaluation Criteria” of the bid document may be read as detailed below:

*“b. Each member of the team deployed for the said assignment shall be a full-time employee or contractual staff on full time basis of the applicant. However, Team member from Legal/Economics profession could also be an external expert. **In case, the team member from Legal/ Economics is an external expert, the consultant shall enter into necessary agreement with legal expert / firm and economics expert to provide support throughout the entire assignment. The consultant will make available a copy of the agreement for this arrangement for the purpose of evaluation. Further, a letter of association for tie ups with think tanks/ Academic institutes/researchers (having PhD) against point (4) above to be made available for the purpose of evaluation.”***

4. Note (c) at Sub clause 6.1 of clause 6 of the TOR “Technical Evaluation Criteria” of the bid document may be read as detailed below:

*“Under a retainership project/ long term project/ multi-year project, tariff petition/ tariff order assignments related to distribution business carried out during a year shall be considered as single assignment and can be quoted accordingly under 1 (a) of the table 2: “Criteria for Technical Evaluation”. Similarly, under a retainership project/ long term project/ multi-year project, tariff petition/ tariff order assignments related to transmission business carried out during a year shall be considered as single assignment and can be quoted accordingly under 1 (a) of the table 2: “Criteria for Technical Evaluation”. Similar shall be the case for tariff petition/ tariff order assignments related to generation business. **Completed assignments under an ongoing retainership project/ long term project/ multi-year project shall be considered for evaluation, subject to submission of completion certificate and fulfilment of other terms and condition as per the TOR.”***

5. Note (e) at Sub clause 6.1 of clause 6 of the TOR “Technical Evaluation Criteria” of the bid document may be read as detailed below:

*“e. It is expected that the key members of the team proposed in the bid document shall continue throughout the duration of the assignment. In the event of any of the key members not being available for any reason, other experts of the consulting firm with equivalent level of qualification and experience shall be deployed with approval of FoR secretariat. **The team member(s) are to be made available as and***

when requested by the FOR. Further, all the team members must be available during regular discussions, meetings and presentations. Estimated Quarterly man days for every member in the team to be specified along with bid Failure to meet the criteria shall be construed as non-compliance of the terms of assignment thereby making the consulting firm liable for penal action as per agreement.”

6. Two new sub clauses 8.4 and 8.5 under clause 8 **PAYMENT SCHEDULE (PER ANNUM BASIS)** of the TOR may be inserted as below:

*“8.4 The consultant shall provide **Certification of Manhours of team members attached with every bill***

8.5 An annual escalation of upto 10% on the first-year payment shall be considered upon satisfactory completion of the work.”

7. The sub clause 12.4 of clause 12 of the ToR stands modified and shall be read as provided below:

*“The FOR shall be entitled to, without prejudice to any other right for civil or criminal proceedings, receive from the Consultant a compensation for the damages for violation by him/ her/ it of any of the terms of the agreement **for the reasons attributable to the consultant**, which shall be limited to the total fee of the assignment.”*

8. The sub clause 8.1 of Clause 8 of the Agreement stands modified and shall be read as follows:

*“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.”*

9. The sub clause 8.2 of clause 8 of the Agreement stands modified and shall be read as provided below:

“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 noncompletion 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.”

10. In GEM Bid No. GEM/2024/B/4508490 dated 19-02-2024, clause (b) below the section “ePBG Detail” may be read as under:

“(b) EMD & Performance Security should be in favour of FORUM OF REGULATORS payable at New Delhi, wherever it is applicable.”

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

Annexure - I

Sl No	Query raised by	Reference Clause	Clause as per the TOR	Suggestions /Proposed Amendments by Bidders	Clarifications by FOR
1	Mercados	Clause No. 4.2, ELIGIBILITY CRITERIA	“The Consultant should have completed at least 5 (five) assignments in the last 10 (ten) years in assisting the Electricity Regulatory Commissions i.e. CERC/ SERC/ JERC, and/or Forum of Regulators on matters involving drafting Regulations on matters pertaining to Renewable energy Generation, Renewable energy integration, Renewable Purchase obligations/ compliances, Energy Storage, matters relating to tariff computation in respect of generation/ transmission/ distribution of electricity, subsidy accounting/ computation, energy accounting; assisted the Electricity Regulatory Commissions (as indicated above) on matters related to energy accounting/ RPO/ compliance of the directions of the commission provided under tariff orders; filed tariff petitions (including tariff computation) of generation/transmission/distribution utilities; or assisted the distribution utilities in energy accounting/ RPO compliance &	Proposed Clause: The Consultant should have completed/ ongoing at least 5 (five) assignments in the last 10 (ten) years in assisting the Electricity Regulatory Commissions i.e. CERC/ SERC/ JERC, and/or Forum of Regulators on matters involving drafting Regulations on matters pertaining to Renewable energy Generation, Renewable energy integration, Renewable Purchase obligations/ compliances, Energy Storage, matters relating to tariff computation in respect of generation/transmission/distribution of electricity, subsidy accounting/ computation, energy accounting; OR assisted the Electricity Regulatory Commissions (as indicated above) on matters related to energy accounting/ RPO/ compliance of the directions of the commission provided under tariff orders; OR filed tariff petitions (including tariff computation) of generation/transmission/distribution utilities; or assisted the distribution utilities in energy accounting/ RPO compliance & monitoring/ compliance of the directions of the commission	The section shall be read as modified and provided at point 1 and 4 of corrigendum document and shall be considered accordingly for evaluation and other purposes.

			<p>monitoring/ compliance of the directions of the commission provided under tariff orders; assisted the Electricity Regulatory Commission or distribution utilities in preparation of Annual Report.”</p>	<p>provided under tariff orders; assisted the Electricity Regulatory Commission or distribution utilities in preparation of Annual Report.</p> <p>Suggestions: We understand that the bidder's experience in any of these activities as listed in the reference shall be considered towards qualification, we accordingly request you to modify the clause as suggested above. We further request that ongoing assignments should also be considered under this criterion.</p>	
2	Mercados	<p>Clause No. 6.1, Table-2, S. No. 1.a, TECHNICAL EVALUATION CRITERIA</p>	<p>“Experience of minimum 10 (ten) years in assisting the Electricity Regulatory Commissions i.e CERC/ SERC/ JERC, and/or Forum of Regulators on matters involving drafting Regulations on matters pertaining to Renewable energy Generation, Renewable energy integration, Renewable Purchase obligations/ compliances, Energy Storage, matters relating to tariff computation in respect of generation /transmission/ distribution of electricity, subsidy accounting/ computation, energy accounting; assisted the Electricity Regulatory Commissions (as indicated above) on matters related to energy accounting/ RPO/ compliance of the</p>	<p>Proposed Clause: Experience of minimum 10 (ten) years in assisting the Electricity Regulatory Commissions i.e CERC/ SERC/ JERC, and/or Forum of Regulators on matters involving drafting Regulations on matters pertaining to Renewable energy Generation, Renewable energy integration, Renewable Purchase obligations/ compliances, Energy Storage, matters relating to tariff computation in respect of generation/transmission/distribution of electricity, subsidy Accounting / computation, energy accounting; OR assisted the Electricity Regulatory Commissions (as indicated above) on matters related to energy accounting/ RPO/ compliance of the directions of the commission provided under tariff orders; OR filed tariff</p>	<p>The section shall be read as modified and provided at point 2 of corrigendum and shall be considered accordingly for evaluation and other purposes.</p>

		<p>directions of the commission provided under tariff orders; filed tariff petitions (including tariff computation) of generation/transmission/distribution utilities; or assisted the distribution utilities in energy accounting/ RPO compliance & monitoring/ compliance of the directions of the commission provided under tariff orders; assisted the Electricity Regulatory Commission or distribution utilities in preparation of Annual Report. 20 marks for 5 completed assignments in last 10 years. 3 marks for each additional assignment in the last 10 years” Hence, the consultant shall prepare the said report after coordination for data with State / Joint Commissions and be made available to the FOR Secretariat by 1st May of the next financial year</p>	<p>petitions (including tariff computation) of generation/ transmission/distribution utilities; or assisted the distribution utilities in energy accounting/ RPO compliance & monitoring/ compliance of the directions of the commission provided under tariff orders; assisted the Electricity Regulatory Commission or distribution utilities in preparation of Annual Report. 20 marks for 5 completed assignments in last 10 years. 3 marks for each additional assignment in the last 10 years”</p> <p>Suggestions: We understand that the bidder's experience in any of these activities as listed in the reference shall be considered towards qualification, we accordingly request you to modify the clause as suggested above. We further request that ongoing assignments should also be considered under this criterion.</p>	
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3	Mercados	Clause No. 6.1, Table-2, S. No. 4, TECHNICAL EVALUATION CRITERIA	"Tie ups with think tanks/Academic institutes/ researchers (having PhD) with research expertise in Regulatory Matters and with experience of working on aspects pertaining to operations of SERCs."	<p>Proposed Clause: Tie ups / Empanelment with think tanks/ Academic institutes/ researchers (having PhD) with research expertise in Regulatory Matters and with experience of working on aspects pertaining to operations of SERCs / Regulatory Commissions / CPSU(Es) in power sector.</p> <p>Rationale/Suggestions: We understand that empanelment or association with regulatory commissions or central power sector agencies is more relevant as compared to the tie-ups with think tanks or institutes. We therefore request the FOR to modify the Criteria for Technical Evaluation as proposed above and consider empanelment or association with regulatory commissions or central power sector agencies also.</p>	No change
4	Mercados	2.1 (a) (iv) & b (ii)	<p>"2. SCOPE OF WORK</p> <p>2.1</p> <p>a).....</p> <p>i.</p> <p>iv.</p> <p>... On receipt of data from discoms by the Commissions, consultants may coordinate with the Commissions for collection of such data and submit the above details to the FOR secretariat within 10 days of the receipt of the data from the respective Commissions</p>	<p>1. We understand that the data for each of the states/discoms will be provided by the respective SERCs/Joint ERCs and the consultants will be required to coordinate with these SERCs/Joint ERCs only through telephonic, email, etc. correspondences. Please confirm that the consultants will not be required to travel to these states for physically meeting the officials of SERCs/Joint ERCs, discoms, State Renewable Energy Development agencies, etc. or any other entities for executing the</p>	<p>Though travel is not envisaged for the completion of the task, however, it is left to the consultant to decide on the methods that they put in place for obtaining the data.</p> <p>It is expected that consultants will ensure and exert all</p>

			<p>b)</p> <p>i</p>	<p>work. This is essential as travel requirements are uncertain and cannot be assessed/budgeted prior hand in the fee quote.</p> <p>2. Also, it is understood that CERC will facilitate or directly get involved with the respective SERCs/ Joint ERCs who are not providing data inspite of follow ups/coordination by the Consultants.</p> <p>3. In case of delays in receiving data beyond the above efforts, the consultant may not be able to deliver/execute the scope of work or prepare the deliverable, to the extent of the state from which data is not available in time. In such cases, the consultant may not be held responsible for the delay. Accordingly, either the timeline to be met as per the scope of work may be relaxed by CERC or the deliverable/report for the states, for which data is received (after exclusion of states for which is not received in time), may be accepted as the final deliverable against each scope of work item.</p> <p>The above clarity is required so as to estimate the effort reasonably as well as to understand the obligation of meeting the timeline and deliverable contents for each state.</p>	<p>efforts to obtain the necessary data from the SERCs/JERCs within the specified timeframe. The FOR secretariat shall accept the report, once it is satisfied that all efforts have been made by the consultant for obtaining the data.</p>
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5	ABP S	6. TECHNICAL EVALUATION CRITERIA	However, Team member from Legal profession could also be an external expert. The consultant shall enter into necessary agreement with legal expert / firm to provide support throughout the entire assignment.	Proposed Amendment: 4. However, Team member from the Legal and Economics profession could also be an external expert. The consultant shall enter into necessary agreements with legal and economics experts/firms to provide support throughout the entire assignment.	The section shall be read at point 3 of corrigendum
6	ABP S	23. Commencement and duration of assignment	The duration of the assignment shall be for a period of 2 (Two) years which will be extended by 1 (one) year. However, the extension of the contract by 1 year, after completion of 2 years, shall be at the sole discretion of the FOR.	Clarification Required: As per Clause No. 3, the period of the assignment is 2 years and also the contract period stated on GeM Portal is 2 years whereas in Annexure - III (DETAILED FINANCIAL PROPOSAL FOR THE STUDY) Fees is to be quoted on per year basis. Please confirm.	The professional fees to be charged by the consultant is to be quoted on per year basis. Further, the professional fee to be quoted shall reflect the fee to be charged by the consultant for carrying out the work during first year of the assignment only. .

7	ABP S	2. SCOPE OF WORK	2.1 b) ii. An annual report comprising data and analysis thereof for compliance of the targets for purchase from renewables is to be submitted by the FOR to the Central Government by 31st May of next financial year. Hence, the consultant shall prepare the said report after coordination for data with State / Joint Commissions and be made available to the FOR Secretariat by 1st May of the next financial year.	<p>Clarification Required: Coordination with State / Joint Commissions - It is assumed that coordination needs to be done through mail and telephonic discussions and personal visits to various SERCs are not required. Please confirm. Also, in case information from a few State / Joint Commissions is not received on time, whether the report is to be submitted based on the information received till date or the report could be delayed till receipt of information from all State / Joint Commissions.</p>	<p>Though travel is not envisaged for the completion of the task, however, it is left to the consultant to decide on the methods that they put in place for the procurement of the data.</p> <p>It is expected that consultants will ensure and make all efforts to obtain the necessary data from the SERCs/JERCs within the specified timeframe. The acceptance of the report, shall also be linked with the effort demonstrated by the consultant towards procurement of data.</p>
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8	ABP S	6. TECHNICAL EVALUATION CRITERIA	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. However, Team member from Legal profession could also be an external expert. The consultant shall enter into necessary agreement with legal expert / firm to provide support throughout the entire assignment.	<p>Proposed Amendment: 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. However, Team member from Legal profession and Economics Team Member could also be an external expert. The consultant shall enter into necessary agreement with legal expert / firm and Economist/Firm to provide support throughout the entire assignment.</p>	The section shall be read as modified and provided at point 3 of corrigendum.
9	PWC	Section 6 Table 2 stipulates the following: “The Qualification and experience of the key staff”		<ol style="list-style-type: none"> 1. It is requested to modify the experience band as “0-4 years” and “4-8” years as the data collection and analysis can be done by the expert with experience of 8 years as well. 2. For Finance profile, it is humbly requested to modify the Qualification Criteria as ‘CA/ CMA/ CS/ MBA’. Further, the premier institutes such as IIMs provide the PGDM in General Management where Finance can be a major, however, the same doesn’t appear in the degree. Therefore, it is requested to modify the criteria from MBA (Finance) to MBA/PGDM. 3. For Economics profile, we don’t envisage the role of economics person for the scope of work provided in the RfP, however, we feel a Renewable Energy expert would be more apt to 	The qualification and experience of the key staff members shall be as provided at point no. 2 of corrigendum.

				<p>execute the scope. Further, if FOR feels they need economics role in the team, then it is requested to modify the qualification criteria from “master’s in economics” to “Masters’ in Economics /MBA/ PGDM”</p> <p>4. For PhD profile, we humbly request you to modify the qualification criteria to “B. Tech (electrical) + MBA/ PGDM) as we feel the scope of work can be successfully executed the proposed personnel as well.</p>	
10	PWC	Section 6 Table 2	Tie ups with think tanks/Academic institutes/researchers (having P.hd.) with research expertise in Regulatory Matters and with experience of working on aspects pertaining to operations of SERCs	<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. 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 P.hd.) 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>	The clause shall be read as provided at Point no. 2 of these corrigendum.

11	PWC	Clause 4.7	“The applicant must have minimum annual financial turnover of equal to or more than Rs. 5 crores during the last three calendar years or the three financial year”	It is proposed that in order to successfully execute the assignment, it is very important for a consultant to be financially capable to handle the assignment owing to the working capital requirements etc. Therefore, it is proposed that a minimum financial capability of consultant should be evaluated owing to the large scale and value of the assignment. We propose that a minimum average annual turnover of INR 20 Cr in the last 3 financial years (i.e. 10 times the estimated bid value) should suffice as a pre-qualification criteria for the consultant/ Bidder.	The clause indicated is self-explanatory and no modification is envisaged at this stage.
12	PWC		Last date of Submission 11th March 2024	In RFP, it is mentioned to have tie-ups with think tanks/Academic institutes/researchers(having P.hd.) with 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.	The last date of submission of bids shall be extended by 15 days from 11.03.2024.

13	PWC		<i>No clause in RFP on acceptance criteria</i>	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, 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."	The provision in the TOR is adequate and does not warrant any change.
14	PWC		<i>No clause of third-party disclaimer</i>	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.	The provision in the TOR is adequate and does not warrant any change.

15	PWC		<p><i>Annexure IV, Clause 6.3 stipulates as below:</i></p> <p><i>“The FOR shall be entitled to, without prejudice to any other right for civil or criminal proceedings, receive from the Consultant a compensation for the damages for violation by him/her/ it of any of the terms of the agreement which shall be limited to the total fee of the assignment”</i></p>	<p>It is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.</p>	<p>The provision in the TOR is adequate and does not warrant any change.</p>
16	IDA M Infra		<p>Clause 3 of TOR</p> <p>“3. Commencement and duration of assignment:</p> <p>3.1. The duration of the assignment shall be for a period of 2 (Two) years which will be extended by 1 (one) year. However, the extension of the contract by 1 year, after completion of 2 years, shall be at the sole discretion of the FOR. “</p>	<p>FOR in this clause has not mentioned whether extension of one year after competition of two-year contract period would be on same cost, or some escalation will be considered.</p> <p>We appreciate if FOR may consider including escalation (equivalent to inflation rate) for extending the consultant services for one year after competition of duration of contract of two years.</p>	<p>The extension shall be in accordance with the modification provided at point no. 6 of the corrigendum</p>

17	IDA M Infra		EMD amount: Rs 4 Lakh	In the Bid document there is clause for submission of EMD of Rs 4 Lakh. We need to clarify if any exemption is there to MSME. As we are MSME we seek exemption in submitting the EMD. Kindly clarify.	EMD exemption shall be subject to submission of necessary valid certificates on this aspect.
18	CRIS IL	12. RESTRIC TIVE TERMS:	<i>12.5. The Consultant, while functioning from FOR Secretariat office located at CERC, shall indemnify FOR for any damages at all times. The Consultant shall undertake the entire responsibility of their professionals, while executing their assignment from office premises. No compensation towards the expenses for their professionals is admissible. 12.6. The Consultant shall ensure that their professionals maintain office discipline, follow ethical professional practice while functioning from office premises of FOR Secretariat office located at CERC.</i>	In these paras, the conditions of functioning of Consultant Team from FOR Secretariat office have been specified. However, no specific number of team members and no specific deployment in terms of time has been mentioned. Further, as we understand that the assignment is majorly milestone driven with major deliverable at the end of each quarter, regular placement of complete team is not required at FOR Secretariat office. Accordingly, we understand that there is no specific team deployment (in terms of number of team members and time duration) required for the assignment. Kindly confirm our understanding.	The clause shall be read as provided at Point no. 5 and 6 of these corrigendum.

19	CRIS IL	Annexure – III DETAILED FINANCIAL PROPOSAL FOR THE STUDY AND 7. Performance Guarantee	<i>Annexure – III DETAILED FINANCIAL PROPOSAL FOR THE STUDY Total amount (for one year) (₹) (inclusive of all taxes) 7. Performance Guarantee 7.1. 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 2 (two) months after the expiry of the agreement duration.</i>	In the financial bid format (Annexure - III), the amount is to be quoted for one year. However, the assignment is for initially 2 years which can be extended by another 1 year. Kindly confirm if there is provision for escalation in the fee in the second year and third year (if extended). If the annual fee is going to be same for all 3 years, bidders may have to consider the same while bidding. Further the Performance Bank Guarantee asked out is 10% of the amount mentioned in the agreement. We understand that the assignment is for two years and so will be the agreement amount. Kindly confirm our understanding.	The extension shall be in accordance with the modification provided at point no. 6 of corrigendum The PBG shall be equal to 10% of the amount, as quoted under financial bid, for carrying out the work for one year duration.
20	CRIS IL	Table 2: Markings against each of the Technical Parameters	<i>Criteria for Technical Evaluation The Consultant's relevant experience for the assignment Experience of minimum 10 (ten) years in assisting the Electricity Regulatory Commissions i.e CERC/ SERC/ JERC, and/or Forum of Regulators on matters involving drafting Regulations on matters pertaining to Renewable energy Generation, Renewable energy integration, Renewable Purchase obligations/ compliances, Energy Storage, matters relating to tariff computation in respect of generation/transmission/distribution of</i>	In the said Technical Evaluation, experience of the Consultant in supporting CERC, SERC, JERC & FOR has been mentioned. Further, one of the area as mentioned in the RfP is "filed tariff petitions" which is done by utilities and not Regulatory Commissions. Accordingly, tariff filing done for utilities needs to be inserted appropriately. Also based on our industry experience, such activities are also done from Utility side. In fact, the tariff related work done for the DISCOMs is almost same and should be considered. Accordingly, we request to include the tariff related services provided to DISCOM also and modify the clause accordingly.	The Consultant's relevant experience for the assignment shall be as provided at point no. 2 of corrigendum .

			<p><i>electricity, subsidy accounting/ computation, energy accounting; assisted the Electricity Regulatory Commissions (as indicated above) on matters related to energy accounting/ RPO/ compliance of the directions of the commission provided under tariff orders; filed tariff petitions (including tariff computation) of generation/transmission/distribution utilities; or assisted the distribution utilities in energy accounting/ RPO compliance & monitoring/ compliance of the directions of the commission provided under tariff orders; assisted the Electricity Regulatory Commission or distribution utilities in preparation of Annual Report.</i></p>		
21	CRIS IL	Table 2: Markings against each of the Technical Parameters	<p><i>The Qualification and experience of the key staff PhD (in any field related to electricity/ Regulatory Matters)</i></p>	<p>In this para, requirement of a team member with PhD (in any field related to electricity/ Regulatory Matters) has been specified. No area of experience is specified. Based on our long exposure to this sector, this is a routine exercise and there is no requirement of any such team member to execute this assignment. We request you to consider the same and remove this line item. The marks allotted can be added to marks for Finance/ Economics Team Member.</p>	<p>The qualification and experience of the key staff members shall be as provided at point no. 2 of corrigendum.</p>

22	CRIS IL	Table 2: Markings against each of the. Technical Parameters	<i>Tie ups with think tanks/ Academic institutes/researchers (having PhD) with research expertise in Regulatory Matters and with experience of working on aspects pertaining to operations of SERCs</i>	In this para, requirement of Tie ups with think tanks/ Academic institutes/ researchers (having PhD) with research expertise in Regulatory Matters and with experience of working on aspects pertaining to operations of SERCs has been specified. No area of experience is specified. Based on our long exposure to this sector, this is a routine activity and there is no such requirement to execute this assignment. We request you to consider the same and relax the same. The marks allotted can be added to marks for Finance/Economics Team Member.	The Tie ups with think tanks/ Academic institutes/researchers (having PhD) shall be as provided at point no. 2 of corrigendum
23	CRIS IL	8. Liquidated Damages	<i>8.1.1. Liquidated Damages for delay. In case of delay, in completion of Report/Services in each deliverables/schedule as per clause 4, liquidated damages not exceeding an amount equal to 0.5% (zero-point five percent) per week of the Agreement Value, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered from the payments to be made as per schedule.</i>	The work envisaged in this assignment shall greatly depend on data receipt from various entities. Accordingly, delay in completing reports after receipt of complete data won't be very uncommon. In view of the same, the LD of 0.5% per week as specified in the TOR seems to be on higher side. We request to reduce the same to 0.25% per week of the agreement value.	The provision in the TOR is adequate and does not warrant any change.
24	CRIS IL		New Clause	We request FOR to add the following clause: Anti-Bribery & Anti-Corruption: Each Party represents, warrants and undertakes that:(a) It has not and shall not offer, promise, give,	The provision in the TOR is adequate and does not warrant any change.

				<p>encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.(b) Each Party shall, adhere to applicable anti-bribery and corruption laws. (c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b).(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do</p>	
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				so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.	
25	CRISIL		New Clause	We request FOR to add the following clause: Economic and Trade Sanctions: As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify CRISIL if any of these	The provision in the TOR is adequate and does not warrant any change.

				circumstances change, upon occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach.	
26	Deloitte	2.1	d. Preparation of Annual report of FOR: The Annual Report should provide a summary of the activities of FOR during the previous financial year and should be submitted latest by 31st May of the next Financial year	We request FOR to clarify that following activities shall be excluded from the Scope of Work for the consultant in regard to preparation of Annual Report: c) Preparation of accounts, financial statements or their disclosures d) Audit/ certification of any kind e) Graphic designing f) Printing of report g) Valuation services h) Taxation services i) Representation to any statutory authorities j) Presentation to any stakeholders Legal services	The provision in the TOR is adequate and does not warrant any change.

27	Deloitte	2.1	f) Any other task related to above subject including but not limited to presentation of data in form as required by FOR secretariat	We request FOR to remove this para to ring-fence the scope of work.	The provision in the TOR is adequate and does not warrant any change.
28	Deloitte	4.5 :	The Consultant should have legal, engineering, economics, regulatory and financial background.	We request FOR to remove word 'legal' from this para as consulting firms are not allowed to provide legal services.	No change. These are standard clauses adopted by FOR
29	Deloitte	4.7	The applicant must have minimum annual financial turnover of equal to or more than Rs. 5 crores during the last three calendar years or the three financial year, as the case may be in accordance with the accounting policy followed by the bidder, in consulting assignments. Documentary evidence to this effect duly attested by a Chartered Accountant should be submitted along with the bid.	Given the size of the assignment, we suggest FOR to increase the minimum annual financial turnover to more than Rs. 10 crores during the last three years, so as to ensure financial capability of the bidder. Also given that work-load as per the scope of work may vary from month to month, the requirement of team members may also vary accordingly. To ensure that consulting firm has sufficient capability to execute the deliverables on time, FOR may require consultant to have more than 50 full time employees on its payroll in power sector consulting team.	The provision in the TOR is adequate and does not warrant any change.

				<p>Suggestion:</p> <p>4.7. The applicant must have minimum annual financial turnover of equal to or more than Rs. 10 crores during the last three calendar years or the three financial year, as the case may be in accordance with the accounting policy followed by the bidder, in consulting assignments. Documentary evidence to this effect duly attested by a Chartered Accountant should be submitted along with the bid. Further the Consultant should have more than 50 full time employees on its payroll in power sector consulting team.</p>				
30	Deloitte	Technical Evaluation Criteria Table 1	Tie ups with think tanks/ Academic institutes/ researchers (having Phd.) with research expertise in Regulatory Matters on aspects pertaining to operations of SERCs	<p>Engaging a think tank/ academic institute/ researcher for the entire duration of retainership may not be appropriate as they would only be required to provide inputs in select tasks under of the scope of work. It is therefore suggested that instead of a tie- up, stakeholder consultations can be held with think tanks/ academic institutes/ researchers to get their views on specific approach/ framework as per the requirement.</p> <p>Accordingly, we propose that marks for the same may be removed and provided under the additional firm credentials as provided in Point 6 below.</p> <p>Table 1</p> <table border="1"> <tr> <td></td> <td></td> <td></td> </tr> </table>				The Tie ups with think tanks/ Academic institutes/researchers (having PhD) shall be as provided at point no. 2 of corrigendum.

				1.	The Consultant's relevant experience as per clause 4.2	45		
				2.	The qualifications and experience of the key staff who would actually be made available for services to FOR	30		
				3.	Presentation on understanding of issues	25		
				4	Tie ups with think tanks/ Academic institutes/researcher (having P.hd.) with research expertise in Regulatory Matters on aspects pertaining to operations of SERCs	10		
				5.	Total Technical Score	100		

31	Deloitte	Technical evaluation Criteria: Table 2	<p>S. No. 1 Experience of minimum 10 (ten) years in assisting the Electricity Regulatory Commissions i.e CERC/ SERC/ JERC, and/or Forum of Regulators on matters involving drafting Regulations on matters pertaining to Renewable energy Generation, Renewable energy integration, Renewable Purchase obligations/ compliances, Energy Storage, matters relating to tariff computation in respect of generation/ transmission/ distribution of electricity, subsidy accounting/ computation, energy accounting; assisted the Electricity Regulatory Commissions (as indicated above) on matters related to energy accounting/ RPO/ compliance of the directions of the commission provided under tariff orders; filed tariff petitions (including tariff computation) of generation/transmission/distribution utilities; or assisted the distribution utilities in energy accounting/ RPO compliance & monitoring/ compliance of the directions of the commission provided under tariff orders; assisted the Electricity Regulatory Commission or distribution utilities in preparation of Annual Report. <i>20 marks for 5 completed assignment in last 10 years.</i></p>	<p>Considering that the scope of work includes assisting FOR in monitoring performance of DISCOMs in accordance with SOPs/ Requirements issued by MoP, consultant's experience of working with MoP (or CPSUs under MoP) and DISCOMs on similar performance monitoring/ PMO assignments shall be a key differentiator.</p> <p>Therefore we propose that an additional weightage of 10 marks in technical marks may be given for consulting firm's experience of working with MoP/ Power sector CPSUs/ DISCOMs on PMO or retainership projects for activities related to performance monitoring of power sector utilities.</p> <p>Further since many of such assignments have started in recent past with the issuance of RDSS scheme, we request that ongoing assignments with atleast 1 year of completed services may also be allowed for technical evaluation under this criteria.</p> <p>Suggestions: S. No. 1 a. Experience of working with MoP or Power Sector CPSUs or DISCOMs or Multilateral Funding Agencies on PMO/ PMA or retainership projects or reform programs with scope of work</p>	<p>No change.</p> <p>The clause shall be read as provided at Point no. 4 of these corrigendum.</p>
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			<p><i>3 marks for each additional assignment in the last 10 years</i></p>	<p>related to performance monitoring of power sector utilities.</p> <p>2 marks for each completed/ ongoing assignment in last 10 years.</p> <p>(for ongoing PMO/ Retainership assignments, the Consultant should have completed at least a year of services to the client)</p> <p>b. Experience of minimum 10 (ten) years in assisting the Electricity Regulatory Commissions i.e CERC/ SERC/ JERC, and/or Forum of Regulators on matters involving drafting Regulations on matters pertaining to Renewable energy Generation, Renewable energy integration, Renewable Purchase obligations/ compliances, Energy Storage, matters relating to tariff computation in respect of generation/ transmission/ distribution of electricity, subsidy accounting/ computation, energy accounting; assisted the Electricity Regulatory Commissions (as indicated above) on matters related to energy accounting/ RPO/ compliance of the directions of the commission provided under tariff orders; filed tariff petitions (including tariff computation) of generation/transmission/distribution utilities; or assisted the distribution utilities in energy accounting/ RPO compliance & monitoring/ compliance of the directions of the commission provided under tariff orders; assisted the Electricity Regulatory Commission or</p>	
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									<p>distribution utilities in preparation of Annual Report. <i>20 marks for 5 completed assignment in last 10 years.</i> <i>3 marks for each additional assignment in the last 10 years</i></p>																				
32	Deloitte	Technical Evaluation Criteria Table 2	<p>The Qualification and experience of the key staff:</p> <table border="1"> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>B. Tech. with MBA / M. Tech. with 5 years or more experience in</td> <td>0</td> <td>5</td> <td>10</td> <td></td> </tr> </table>																	1.	B. Tech. with MBA / M. Tech. with 5 years or more experience in	0	5	10		<p>We request FOR to consider team of experts in line with the scope of work, as follows:</p> <ol style="list-style-type: none"> 1. Regulatory Expert to assist in ‘Periodic Policy and Regulatory update and analysis’ and ‘Preparation of Annual report of FOR’ 2. Finance Expert to assist in ‘Subsidy accounting’ 3. Renewable Expert to assist in ‘Monitoring of renewable purchase compliance’ 4. Tariff Expert to assist in ‘Report on analysis of tariff orders’ 5. Legal Expert to assist the team in various policy, regulatory and related tasks <p>Consulting organizations generally have B.Tech/ MBA/ CA on permanent payrolls and PhD. experts are generally taken as external experts on requirement basis. Given the scope of work, we do not envisage full time requirement of PhD. as an expert.</p> <p>Suggestion:</p>			<p>The qualification and experience of the key staff shall be as provided at point no. 2 of the corrigendum.</p>
1.	B. Tech. with MBA / M. Tech. with 5 years or more experience in	0	5	10																									

			regulatory matters						
		2.	Finance with 5 years or more experience in regulatory matters	C A/ C M A/ M B A (Finance)	0	2.5	5		
		3.	Economics with 5 years or more experience	M a s t e r s	0	2.5	5		
The Qualification and experience of the key staff:									
		1.	Regulatory Expert	0 B.Tech. 10 MBA					
		2.	Finance with 5 years or more experience in regulatory matters	C A/ C M A/ M B A (Finance)	0	2.5	5		

			<table border="1"> <tr> <td></td> <td>ce in regulation</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		ce in regulation											<table border="1"> <tr> <td></td> <td>years or more experience in regulatory matters</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>Economists with 5 years or more experience in regulation</td> <td>Master s</td> <td>0</td> <td>2.5</td> <td>5</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		years or more experience in regulatory matters											3.	Economists with 5 years or more experience in regulation	Master s	0	2.5	5							
	ce in regulation																																								
	years or more experience in regulatory matters																																								
3.	Economists with 5 years or more experience in regulation	Master s	0	2.5	5																																				
33	Deloitte	8.3.	The stage payment shall not be released in case of unsatisfactory work and decision of FOR in this aspect shall be final	We request FOR to please define along with this para, criteria for 'unsatisfactory work' and also provide for a deemed acceptance period.	The provision in the TOR is adequate and does not warrant any change.																																				

34	Deloitte	12.4.	The FOR shall be entitled to, without prejudice to any other right for civil or criminal proceedings, receive from the Consultant a compensation for the damages for violation by him/ her/ it of any of the terms of the agreement which shall be limited to the total fee of the assignment.	We request FOR to modify the para as suggested. Suggestion: 12.4. The FOR shall be entitled to, without prejudice to any other right for civil or criminal proceedings, receive from the Consultant a compensation for the direct damages for violation by him/ her/ it of any of the terms of the agreement for the reasons solely attributable to the consultant which shall be limited to the total fee of the assignment. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.	The clause shall be read as provided at Point no. 7 of these corrigendum.
35.	Deloitte	12.5.	The Consultant, while functioning from FOR Secretariat office located at CERC, shall indemnify FOR for any damages at all times . The Consultant shall undertake the entire responsibility of their professionals, while executing their assignment from office premises. No compensation towards the expenses for their professionals is admissible.	We request FOR to cap indemnity at 1x of the total fee.	No change. These are standard clauses adopted by FOR

36	Deloitte	13.1.	Any difference, dispute, claims which may arise between the parties hereto as to the construction or true intent and meaning of any of the terms and conditions herein contained or as to any payment to be made in pursuance hereof or as to any other matter arising out of or connected with or incidental to these presents or as to the rights, duties and obligations of any of the parties, such difference, dispute or claim shall be mutually settled amicably by arbitration through a sole arbitrator appointed by the FOR.	We request FOR to modify the para as suggested. Suggestion: 13.1. Any difference, dispute, claims which may arise between the parties hereto as to the construction or true intent and meaning of any of the terms and conditions herein contained or as to any payment to be made in pursuance hereof or as to any other matter arising out of or connected with or incidental to these presents or as to the rights, duties and obligations of any of the parties, such difference, dispute or claim shall be mutually settled amicably by arbitration through a sole arbitrator mutually appointed by the Parties.	No change. These are standard clauses adopted by FOR
37	Deloitte	Annexure - III	DETAILED FINANCIAL PROPOSAL FOR THE STUDY	We request FOR to clarify if financial quote for 1 year or entire duration of 2 years is to be entered in GEM portal.	The financial quote is to be provided for execution of work during first year of the assignment only.

38	Deloitte	GEM Notice	Estimated Bid Value: 2,00,00,000	We request FOR to clarify if this estimated bid value is for 1 year or entire duration of 2 years.	The estimated bid value is for 1 year.
39	Deloitte	Para 4.1 of Agreement	Obligations of the Consultant: ...	<p>We request FOR to add suggested language at the end of para.</p> <p>FOR Obligations: FOR is solely responsible for (a) managing all aspects of its business; (b) making all management judgements and decisions, assuming all management responsibilities and performing all management functions; (c) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the Services; (d) evaluating the adequacy and results of the Services performed; (e) accepting responsibility for the results of the Services; (f) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities and (g) operating all accounting, internal control or management information systems</p>	The provision in the TOR is adequate and does not warrant any change.

40	Deloitte	Para 10. of RFP and Para 6.3 of Agreement	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	We request FOR to add the suggested language at the end of provision. Suggestion: The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.	No change. These are standard clauses adopted by FOR
41	Deloitte	Ag reement 8.1	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 error/variation in submitted report, liquidated damages shall be levied in the following manner.	We request FOR to modify the clause as suggested. 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 Consultant , of completion of study and error/variation in submitted report, liquidated damages shall be levied in the following manner.	The clause shall be read as provided at Point no. 8 of these corrigendum.

42	Deloitte	Aggreement 8.2	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. 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 clause shall be read as provided at Point no. 9 of these corrigendum.
43	Deloitte	Para 11 of RFP and Para 9.2 of Agreement	The FOR and the Consultant have the option to terminate the assignment on mutual consent by giving notice of one month to the other...	We request FOR to include suggested clause. 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: k) Client does not make the payment to the Consultant l) Does not adhere to the arbitration judgement m) If Bidder determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in	No change. These are standard clauses adopted by FOR.

				conflict with independence or professional rules applicable to Bidder.	
44	Deloitte	Aggreement 12.	...In the event of arbitration, FOR shall appoint sole arbitrator which shall be binding on the Consultant.	We request FOR to modify this clause as suggested. .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	No change. These are standard clauses adopted by FOR.

45	Deloitte			We request FOR to extend the bid submission timeline, by atleast three weeks from issuance of clarifications, to allow us sufficient time to arrange for sub-contracts/ expert tie-ups.	The last date of submission of bids shall remain extended by 15 days from 11.03.2024.
46	E&Y			Is the EMD of 4,00,000 refundable or non-refundable?	EMD is refundable.

47	E&Y			Our EMD submission portal requires details of: Contact Person within FOR, Mobile Number, Landline, email and department	Contact details: Assistant Secretary (FOR), Forum of Regulators. e-mail: asecyfor@gmail.com Telephone: 23353503
48	E&Y			Do you require the bank type to be a scheduled bank or nationalized bank for the Demand draft EMD	As per bid document.