

S No	Clause No	Clause as per ToR	Submission/ Query of bidder	Suggested clause by bidders	Comments of FOR
1	2.5	Scope of Work: 2.5. To evolve possible options/ scenarios for implementation of ceiling tariff in Indian context based on the learnings gained from the above exercises	Please clarify if the proposed options/ scenarios would need to be stimulated across few states. In such eventuality, we would request support of FOR to help coordinate data collection from states/ Discoms. Also, we request that the number of states for which such exercise may be required to be undertaken may be limited to five (5).		The consultant is expected to evolve possible options/scenarios based on learnings gained from the national and international practices in this regard . It is left to the consultants to suggest methodology adopted for evolving options/ scenarios. Evaluation will be done based on the comparative strength of the methodology proposed by the bidders .
2	5.2	The bidder is required to submit two (2) copies of bids for technical offer (each of which will be treated as original) along with a soft copy (in word format) ...	We request FOR to clarify if soft copy of the Technical Proposal is to be submitted at the time of proposal submission itself or later post award of project. If required to be submitted along with proposal itself, we request FOR to clarify mode for submission – any email ID or to be provided in a CD	The bidder is required to submit two (2) copies of bids for technical offer (each of which will be treated as original). A soft copy (in word format) would required to be submitted through email, post award of project.	The consultant is required to submit a soft copy of the document (in word format) in a pen-drive along with the bid document.

3	Annexure-IV	8. Liquidated DamagesIn 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 limit the overall liquidated damages to 10% of overall Agreement Value.	8. Liquidated DamagesIn 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, subject to an overall maximum limit of 10% of Agreement Value.	These are standard clauses as decided by the Competent Authority in FOR and hence cannot be changed
4	Annexure-IV	8.1 Liquidated Damages for delay. In case of delay in completion of Report/ Services in each deliverables/ schedule as per clause 4...	We request FOR to modify the clause as suggested.	8.1 Liquidated Damages for delay. In case of delay, solely attributable to Consultant, in completion of Report/ Services in each deliverables/ schedule as per clause 4...	These are standard clauses as decided by the Competent Authority in FOR and hence cannot be changed

5	Annexure-IV		<p>We request FOR to include suggested clause under Annexure IV</p>	<p>Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses (“Losses”) of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. 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.</p>	<p>The standard terms in the TOR have been evolved by the FOR and are followed for all studies for which bids are invited. No new insertions can be entertained at this stage .</p>
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