

Queries on the TOR of Engagement of Consultant for Conducting a study on Review of Status of Open Access in Distribution

Sl. No.	References and Page No.	Description	Query/Suggestions	Response
1	Clause 6 (on Page 3 of the TOR)	<p><b>6.0 Qualification/Experience Criteria</b></p> <p>6.1 The Consultant should have completed at least 10 (ten) assignments in the last 5 (five) years of assisting the Electricity Regulatory Commissions and/or Electricity Distribution Entities on matters involving consumer tariff, cross subsidy or Aggregate Transmission and Commercial (AT &amp; C) losses. Additional weightage would be given for any assignment undertaken on Open Access in Distribution.</p> <p>6.2 The bidder is expected to have complete knowledge of Electricity Act, 2003 as well as policies, Rules, Regulations and guidelines issued under the Act.</p> <p><b>6.3 The Consultant should have legal and financial background.</b></p> <p>6.4 The organization of consultant should not be blacklisted/debarred for conducting studies or consultancy services, by any Government/semi-government/quasi-judicial agency. An under taking in this regard shall be given by the consultant in the format at Annexure-III.</p> <p>6.5 The Turnover and Net Worth of the Consultant should be a minimum of Rs.50 lakh.</p>	<p>1. Please clarify if we can apply for this project in partnership with other firms i.e. as a consortium of firms.</p> <p>2. If application as a consortium is allowed, please clarify whether it is allowed to fulfill the qualification/experience criteria (mentioned in the TOR-page 3) together as a consortium.</p> <p>Specifically, can we fulfill the 10 past projects experience and minimum turnover of Rs. 50 lakh as a consortium instead of as individual firms?</p>	<p>1. In most of the assignments/studies of FOR, consortium is always allowed. Hence, in this ToR, consortium is allowed and for clarification, clause 6.3 may read as <b>"The Consultant should also have legal and financial background and shall be a Consultancy firm/Research Organisation (including consortium and partnership) of repute"</b></p> <p>2. Combined turnover and experience of the consortium partners will be considered for bid.</p>
2	Clause 3.3 (on Page 1 of the TOR)	3.3 Primary data is to be collected and provided by the consultant for 10 (ten) Indian States, particularly 2 States from each region, to be identified in consultation with FOR Secretariat.	<p>3. Regarding the primary data collection, please clarify:</p> <ul style="list-style-type: none"> <li>• Target audience from whom data is to be collected, and,</li> <li>• Any expected sample size for this exercise.</li> </ul>	Primary data is to be collected for all Open Access Consumers of 10 States.
3			Please clarify if there is any expected budget range for this project.	Bid is at the discretion of Bidder.
4	Clause 6 (on Page 3 of the TOR)	6.1 The Consultant should have completed at least 10 (ten) assignments in the last 5 (five) years of assisting the Electricity Regulatory Commissions and/or Electricity Distribution Entities on matters involving consumer tariff, cross subsidy or Aggregate Transmission and Commercial (AT & C) losses. Additional weightage would be given for any assignment undertaken on Open Access in Distribution.	6.1 The Consultant should have completed at least 10 (ten) assignments in the last <del>5(five)</del> <b>10 (ten)</b> years of assisting the Electricity Regulatory Commissions and/or Electricity Distribution <b>and/or consumer bodies and/or transmission/generation companies</b> Entities on matters involving consumer tariff, cross subsidy or Aggregate Transmission and Commercial (AT & C) losses. Additional weightage would be given for any assignment undertaken on Open Access in Distribution.	No change in eligibility criteria can be accepted as this is in line with the objective of the study.

5	Clause 6 (on Page 3 of the TOR)		Clarification regarding allowing participation of consultants under consortium arrangement	The clause 6.3 may read as <b><i>"The Consultant should also have legal and financial background and shall be a Consultancy firm/Research Organisation (including consortium and partnership) of repute"</i></b>
6	ANNEXURE – IV (Agreement) on Page no 15	<p>As per Clause 8.1: "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 per cent) per day of the Agreement Value, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed..."</p> <p>As per Clause 8.2, "In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by FOR in a reasonable manner and shall be recovered from the Consultant by way of liquidated damages from the payment to be made as per clause 5(ii) above, subject to a maximum of 50% (fifty per cent) of the Agreement Value."</p>	PwC would like to request that overall Liquidated Damages be capped to maximum 10% of the contract value, and Liquidated Damages should be imposed if solely attributable to the bidder and should be tightly aligned to a well laid consultative process and ascertaining the cause of the delay in question	No change in liquidated damage clause.
7	ANNEXURE – III on Page no 10	I have carefully gone through the Terms & Conditions contained in the Terms of Reference (TOR) regarding study on "Review of Status of Open Access in Distribution". I hereby declare that my firm has not been debarred/blacklisted by any reputed Government/Semi Government Organizations from conducting Studies or consultancy services within last three years nor is there any pending dispute in this regard. I further certify that I am an authorised signatory of my company/firm and therefore competent to make this declaration	<p>PwC would like to clarify whether PwC can provide their own standard verbiage as given below and if it would lead to disqualification.</p> <p>"The bidding entity for this engagement is PricewaterhouseCoopers Private Limited ("PwCPL" or "we"). PwCPL is a private limited company registered under the Companies Act, 1956, and we are engaged in providing the professional services in the areas of tax, consulting and business advisory.</p> <p>I, _____, Partner of PwCPL, have carefully gone through the Terms &amp; Conditions contained in the Terms of Reference (TOR) regarding study on "Review of Status of Open Access in Distribution". I do hereby declare to the best of our knowledge and information available with us as on [date] that we have not come across any written directive by any reputed Government/Semi Government organizations in the last three years, blacklisting PwCPL against providing such professional services as mentioned in the tender.</p> <p>I further certify that I am an authorised signatory of my company/firm and therefore competent to make this declaration."</p>	No change in declaration.

8	On the website of the Forum of Regulators	Last date of receipt of bids is 21-11-2017 by 15:00 Hrs.	Since the last date for submission of queries for clarifications is 14-11-2017, it is requested that the timeline for submission of bid is extended by 1 week to 28-11-2017 to provide sufficient time for PwC to prepare the proposal in alignment with clarifications from the Forum of Regulators to be provided in response to the received queries from bidders.	No change required as bidders had sufficient time for seeking clarifications.
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