

**FORUM OF REGULATORS**  
8<sup>th</sup> Floor, World Trade Center,  
Nauroji Nagar, New Delhi - 110 029

File No. FOR-11020(20)/1/2024-CERC

Dated: 24 .04.2025

**Subject: Corrigendum to Bid No. GEM/2025/B/6096819 dated 03.04.2025 - regarding Study Report on Regulatory framework for Demand Response as flexible resource for RE Integration.**

Reference: Pre-bid meeting held on 11.04.2025

Pre-bid meeting of the subject bid was held on 11.04.2025 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 5.2 of clause 5 of the TOR “**ELIGIBILITY CRITERIA**” of the bid document may be read as detailed below:

*“5.2. The Consultant should have completed at least 5 (five) assignments in the last 10 (ten) years related to Demand Response and Demand management and / or assisting the Electricity Regulatory Commissions i.e. SERCs/JERCs, Electricity Distribution Entities and/or Forum of Regulators on matters involving Tariff model, ARR petition, True Up petition, Tariff Order, tariff regulations, business plan, and/ or financial planning for Distribution companies in India.”*

2. Table 2: Markings against each of the Technical Parameters under Sub clause 6.2 of clause 6 of the TOR “Technical Evaluation Criteria” of the bid document may be read as detailed below:

<b><i>V. No.</i></b>	<b><i>Criteria for Technical Evaluation</i></b>	<b><i>Maximum Marks</i></b>
<b><i>1</i></b>	<b><i>The Consultant’s relevant experience for the assignment</i></b>	<b><i>30</i></b>
<b><i>(a)</i></b>	<p>Experience in regulatory assignments on matters involving ARR petition, Tariff order, Tariff Regulation, Demand management, business plan, and/ or financial planning with respect to Distribution companies in India in the last 10(ten) years.</p> <p>i) 15 marks for 5 completed assignment in last 10 years.</p> <p>ii) 2 marks for each additional assignment in the last 10 years</p> <p>(iii) 5 marks for each Completed assignment in Demand Response, Demand Management,</p>	<b><i>Max 30 marks</i></b>

3. The first para 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.”*

4. The third para of clause 8 of the Agreement stands modified and shall be read as provided below:

*“In addition to the liquidated damages as specified above for delays in execution deficiencies noted in the execution of the assignment, will be recorded as bad performance of the Consultant and communicated to the Consultant.*

**~~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 the 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.”*

5. In GEM Bid No. **GEM/2025/B/6096819 dated 03.04.2025**, 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	PWC	5. Eligibility Criteria	<p>5. Eligibility Criteria:</p> <p>5.1. The format of application is provided at Annexure — I and Annexure —II.</p> <p>5.2. The Consultant should have completed at least 5 (five) assignments in the last 10 (ten) years of assisting the Electricity Regulatory Commissions i.e. SERCs/JERCs, Electricity Distribution Entities and/or Forum of Regulators on matters involving Tariff model, ARR petition, True Up petition, Tariff Order, tariff regulations, business plan, and/ or financial planning for Distribution companies in India.</p>	<p>The engagement envisages preparing a study report on Regulatory framework for Demand Response as flexible resource for RE Integration. Therefore, to successfully complete the study with meaningful outcomes, it is suggested to only invite consultants having specific experience in Demand Response or Demand side management. Therefore, we request the Commission to add the following as the eligibility criteria:</p> <p><i>“The consultant should have completed at least 1 assignment in the last 5 years related to Demand response and Demand Management.”</i></p>	The section shall be read as modified and provided at point 1 of corrigendum document
2	PWC	6. Application and valuation Criteria:	<p>The Consultant's relevant experience for the assignment:</p> <p>(a) Experience in regulatory assignments on matters involving ARR petition, Tariff order, Tariff Regulation, Demand management, business plan, and/ or financial planning with respect to</p>	<p>We request FOR to confirm whether the relevant experience is required for the <b>last 5 years or 10 years</b> as per the RFP Evaluation criteria.</p>	The section shall be read as modified and provided at point 2 of corrigendum document.

			<p>Distribution companies in India in the last five years.</p> <p>i) 20 marks for 5 completed assignment in last 10 years.</p> <p>ii) 2 marks for each additional assignment in the last 10 years.</p>		
3	PWC	<b>6. Application and Evaluation Criteria:</b>	<p>The Consultant's relevant experience for the assignment:</p> <p>(a) Experience in regulatory assignments on matters involving ARR petition, Tariff order, Tariff Regulation, Demand management, business plan, and/ or financial planning with respect to Distribution companies in India in the last five years.</p> <p>i) 20 marks for 5 completed assignment in last 10 years.</p> <p>ii) 2 marks for each additional assignment in the last 10 years.</p>	<p>In line with our suggestion on Point No. 1, we request the Commission to kindly modify the marking criteria under “The Consultant's relevant experience for the assignment” as under:</p> <p>(a) Experience in regulatory assignments on matters involving ARR petition, Tariff order, Tariff Regulation, business plan, and/ or financial planning with respect to Distribution companies in India in the last ten years.</p> <p>i) 10 marks for 5 completed assignment in last 10 years.</p> <p>ii) 1 mark for each additional assignment in the last 10 years.</p> <p>(a)' <b>Experience in assignments on matters related to Demand Side management or Demand Response in India in the last ten years.</b></p> <p>i) 10 marks for 4 completed assignment in last 10 years.</p> <p>ii) 2 marks for each additional assignment in</p>	Refer point 2 of corrigendum.

				the last 10 years	
4	PWC	General Query		We request FOR to provide the bid submission deadline of at least 14 days from the date of providing response to the Consultant's queries.	Last date of submission is extended.
5	IDAM Infra	2.2. Scope of work	b) To study international experiences on how different countries are adopting demand response management for peak and contingency management.	It is requested to clarify if FOR will suggest the countries to study international best practices or Consultant shall propose it? Please specify the number of countries to be considered for best practices analysis.	This study does not involve field visits. Consultants to propose countries for study and substantiate.
6	IDAM Infra		d) To study Demand Response measures in States (both utility driven and automated without involving utility) and their impact assessment.	Many Discoms (specifically Private Discoms) in India implemented pilot DR programs. We understand the results of these pilot programs are positive and encouraging. However, our experience shows that the outcome of these pilot programs such as DR event wise peak demand reductions, energy savings etc. are not available in public domain. Please clarify: 1. Will FOR extend necessary support to the selected consultants in reaching out to Discoms and collecting data and information required for impact assessment? 2. Will FOR issue a Letter of Authorization to the selected consultant? 3. Term "Automated without Involving Utility" is not clear. Requesting you to provide clarification on the same.	FOR Sectt. will write to SERCs whenever needed and the consultant will be marked in copy to enable them to follow-up for the response.  Automated without involving utility means Systems where smart devices or software automatically adjust energy usage without needing the utility's direct involvement.
7	IDAM Infra		e) To identify the demand response in States which have variable loads such as	From the task listed in Scope of Work, it is not clear whether it is related to identification of	It includes available DR projects in States and also

			agricultural loads and constraints for demand response thereof, especially transmission infrastructure, etc.	<p>potential of DR in States or implementation status or any other related aspect? Please provide clarification.</p> <p>Further, it is mentioned that 3 states shall be covered for this activity. It is requested to clarify if Consultant shall propose the States for analysis or will FOR provide the list of States?</p>	<p>potential considering the time, season etc.</p> <p>Consultants may propose at least three States where agriculture load is substantial . The list will be finalized on award of bid by FOR .</p>
8	IDAM Infra	6. Application and Evaluation Criteria:	<p>Technical Team Member</p> <p>Qualification Criteria - B. Tech with MBA / M. Tech with 5 years or more experience in distribution sector regulatory matters.</p> <p>&lt; 5years' of relevant experience - 0 marks</p> <p>&gt;Between 5-10 years of relevant experience - 5 marks</p> <p>&gt;10 years of relevant experience - 10 marks</p>	<p>We understand that the objective of the study is focused on developing a regulatory framework on DR. We firmly believe that technical team members expected to work on this project should have experience of developing a regulatory and programmatic framework related to Demand Side Management and Demand Response projects. At present, only experience of working in the distribution sector regulatory matters is sought.</p> <p>Hence, we propose the following modification in the qualification criteria of Technical team Member:</p> <p>Qualification Criteria - B. Tech or M. Tech with 5 years or more experience working with Discoms and Electricity Regulatory Commissions for development of regulations, guidelines and programs related to Demand Side Management, Demand Response matters</p>	<p>The clause is adequate, no change needed.</p>

				etc. < 5years' of relevant experience - 0 marks >Between 5-8 years of relevant experience - 5 marks >8 years of relevant experience - 10 marks	
9	IDAM Infra	6. Application and Evaluation Criteria:	Finance Team Member Qualification Criteria - Chartered Accountant/ Cost and Management Accountant/ MBA Finance with 5 years or more experience in distribution sector regulatory matters. < 5years' of relevant experience - 0 marks >Between 5-10 years of relevant experience - 5 marks >10 years of relevant experience - 10 marks	We propose following modification in the qualification criteria of Finance Team Member Qualification Criteria - Chartered Accountant/ Cost and Management Accountant/ MBA Finance/ <b>MA in Economics</b> with 5 years or more experience in distribution sector regulatory matters. < 5years' of relevant experience - 0 marks >Between 5-8 years of relevant experience - 5 marks >8 years of relevant experience - 10 marks	The clause is adequate, no change needed.
10	CRIS IL	EMD Details	EMD Amount-Rs. 77660 Advisory Bank: State Bank of India	The Bid document requires the submission of EMD of Rs. 77600 in the form of Demand Draft. However the Bid document do not contain any clause related to refund of EMD incase of unsuccessful bidders. Hence it is requested to kindly include the clause as: <i><b>“Unsuccessful Bidders’ EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiry of the period of bid validity prescribed by</b></i>	No change.  These are standard clauses provided in GeM.



				<i>the Client''</i>	
11	CRIS IL	6. Application and Evaluation Criteria: 6.3 Criteria for Technical Evaluation	<p><i>(c) Finance Team Member Qualification Criteria - Chartered Accountant/ Cost and Management Accountant/ MBA Finance with 5 years or more experience in distribution sector regulatory matters.</i></p> <p><i>&lt; 5 years of relevant experience - 0 marks</i></p> <p><i>&gt;Between 5-10 years of relevant experience - 5 marks</i></p> <p><i>&gt;10 years of relevant experience - 10 marks</i></p>	<p>It is understood that the scope requires to develop possible business models for demand response framework in India. However, the same work may also be done by a professional having degree of MBA (Power Management). <b>Hence it is humbly requested to include MBA (Power Management) along with other qualification criteria required for Finance Team Member.</b></p> <p>Qualification Criteria - Chartered Accountant/ Cost and Management Accountant/ MBA Finance/MBA (Power Management) with 5 years or more experience in distribution sector regulatory matters.</p> <p><i>&lt; 5 years of relevant experience - 0 marks</i></p> <p><i>&gt;Between 5-10 years of relevant experience - 5 marks</i></p> <p><i>&gt;10 years of relevant experience - 10 marks</i></p>	No change. The clause is adequate.
12	Deloitte	6.3	<p>The Consultant's relevant experience for the assignment</p> <p>1(a) Experience in regulatory assignments on matters involving ARR petition, Tariff order, Tariff Regulation, Demand management, business plan, and/ or financial planning with respect to Distribution companies in India in the last five years.</p> <p>i) 20 marks for 5 completed</p>	<p>We request FOR to also <b>consider works done by Consultant in areas of ancillary services, demand response assessments, resource adequacy and similar assignments which are relevant to the scope of work.</b></p> <p><b>Out of total 30 marks weightage, 10 marks weightage may be given to such credentials.</b></p> <p>Suggested Clause:</p>	The section shall be read as modified and provided at point 2 of corrigendum document

			<p>assignment in last 10 years.</p> <p>ii) 2 marks for each additional assignment in the last 10 years</p>	<p>1(a) Experience in regulatory assignments on matters involving ARR petition, Tariff order, Tariff Regulation, Demand management, business plan, and/ or financial planning with respect to Distribution companies in India in the last five years.</p> <p>20 marks for 5 completed assignment in last 10 years.</p> <p>5 marks for each additional assignment in the last 10 years, in areas of <b>ancillary services or demand response assessments or resource adequacy studies or similar relevant assignments.</b></p>	
13	Deloitte	Limited Liability	We request FOR to limit the overall liability of consultant to 1x of the contact value.	Total aggregate liability of Contractor for claims asserted by Purchaser under or in connection with this Contract, regardless of the form of the action or the theory of recovery, shall be limited to one times the Contract Price.	. . The provision in the TOR is adequate and does not warrant any change.
14	Deloitte	Indemnification	We request FOR to cap indemnity at 1x of the total fee.	The Consultant shall indemnify FOR for any damages at all times, limited to one times of the contract value. Consultant shall be only liable for indemnities which are judicially determined and solely attributable to Deloitte.	The provision in the TOR is adequate and does not warrant any change. Liability will be limited to that attributable to the consultant
15	Deloitte	5.5	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

				<p>Suggestion: The Consultant should have <b>legal</b>, engineering, economics, regulatory and financial background.</p>	<p>adopted by FOR</p> <p>Consultant can tie up with legal firms as per their requirement</p>
16	Deloitte	13.1.	<p>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 <b>appointed by the FOR.</b></p>	<p>We request FOR to modify the para as suggested.</p> <p>Suggestion:</p> <p>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 <b>mutually appointed by the Parties.</b></p>	<p>Clause is adequate. No change.</p>

17	Deloitte	6(iii)	<p>The FOR shall be entitled to, without prejudice to any other right for civil or criminal proceedings, receive from the consultant/ professional expert 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</p>	<p>12.4. The FOR shall be entitled to, without prejudice to any other right for civil or criminal proceedings, receive from the Consultant/ professional expert 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.</p>	<p>No change.</p> <p>These are standard clauses adopted by FOR</p>
----	----------	--------	---	---	--

18	Deloitte	12(i)	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 the parties failing which the parties must resort by arbitration in terms of the Arbitration and Conciliation Act 1996 as amended from time to time. In the event of arbitration, FOR shall appoint sole arbitrator which shall be binding on the Consultant.	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
19	Deloitte	Para 6.3 (ii) 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 any time.	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

20	Deloitte	Para 8 of Agreement	<p>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.</p>	<p>In addition to the liquidated damages as specified above, warning may be issued to the Consultant for minor deficiencies noted by FOR.</p> <p><del>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.</del></p> <p>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.</p>	<p>No change.</p> <p>These are standard clauses adopted by FOR</p>
21	Deloitte	Para 9.3 of Agreement	<p>The FOR and the Consultant have the option to terminate the assignment on mutual consent by giving notice of one month to the other.</p>	<p>The FOR and the Consultant have the option to terminate the assignment on mutual consent by giving notice of one month to the other.</p> <p><del>The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case:</del></p> <ul style="list-style-type: none"> <li><del>• Client does not make the payment to the Consultant</del></li> <li><del>• Does not adhere to the arbitration judgement</del></li> <li><del>• 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</del></li> </ul>	<p>No change.</p> <p>These are standard clauses adopted by FOR</p>

				Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder.	
22	Deloitte	Agreement 12	...In the event of arbitration, FOR shall appoint sole arbitrator which shall be binding on the Consultant.	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
23	Deloitte			We request FOR to extend the bid submission timeline, by at least three weeks from issuance of clarifications, to allow us sufficient time to arrange for sub-contracts/ expert tie-ups.	Last day of submission is extended
24	E&Y	Criteria of Technical Evaluation, Clause 1(a):	<p>“Experience in regulatory assignments on matters involving ARR petition, Tariff order, Tariff Regulation, Demand management, business plan, and/ or financial planning with respect to Distribution companies in India in the last five years.</p> <p>i) 20 marks for 5 completed assignment in last 10 years.</p> <p>ii) 2 marks for each additional assignment in the last 10 years”</p>	<p>As per Clause 5 Eligibility Criteria, “The Consultant should have completed at least 5 (five) assignments in the last 10 (ten) years of assisting the Electricity Regulatory Commissions i.e. SERCs/JERCs, Electricity Distribution Entities and/or Forum of Regulators on matters involving Tariff model, ARR petition, True Up petition, Tariff Order, tariff regulations, business plan, and/ or financial planning for Distribution companies in India.”</p> <p>The eligibility criteria and technical criteria is different. Will the credentials submitted as part of Eligibility Criteria considered for technical evaluation and scoring as well or the scoring criteria shall be different from the eligibility criteria?</p>	Same as point 2 of corrigendum.

25	E&Y	Technical Evaluation, Clause 1(a)	"....in the last five years. iv) 20 marks for 5 completed assignment in last 10 years. v) 2 marks for each additional assignment in the last 10 years"	The clause mentions time period for work experience is last 5 years however the sub bullets mention last 10 years. Please clarify if time period for credentials will be Five years or Ten years.	Refer point 2 of corrigendum.
26	ABPS	Bid End Date/Time	24-04-2025 13:00:00	It's a humble request to extend the Bid End Date by two weeks from the date of issuance of amendment.	Last day of submission is extended
27	ABPS	GeM Bid Document	2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.	This clause should be removed as the same is not part of the "Criteria for Technical Evaluation ". (or) Maybe amended as: 2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / <b><u>Electricity Regulatory Commissions i.e. SERCs/JERCs /Electricity Distribution Entities and/or Forum of Regulators</u></b> . Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.	Special conditions of contact would prevail over General conditions in case of any contradiction.
28	ABPS	Criteria for Technical Evaluation	3. The Qualification and experience of the key staff (who would actually be working on the proposed project) (c) Finance Team Member Qualification Criteria - Chartered	(c) Finance Team Member Qualification Criteria - Chartered Accountant/ Cost and Management Accountant/ MBA Finance/MBA Power Management with 5 years or more experience in regulatory matters.	No change. The clause is adequate.



			<p>Accountant/ Cost and Management</p> <p>Accountant/ MBA Finance with 5 years or more experience in distribution sector regulatory matters.</p>	<p>Rationale:</p> <p>The professionals who have acquired an MBA in Power Management having experience in financial matters of the Tariff Petitions should be considered as a qualified member for “Finance Team Member”.</p>	
--	--	--	--	--	--