

Responses to Prebid queries received

Sl. no.	Section of RFP	Existing provision	Pre bid query	Response
1.	Due date for submission of proposal	06 April 2026	Extension of the due date of submission	The due date of submission is extended till 15 April 2026
2.	Page 10: Section II Scope of work	Support the development and integration of web portals, interactive dashboards, and visualization tools for data-driven decision-making within MNRE	<p>Is the end-to-end development will be in the scope of the knowledge partner or it will only be to advise the IT expert/ team at MNRE.</p> <p>If development of web portal is also in scope, then include a technical IT resource for development.</p>	The team shall be actively involved in the preparation of dashboards and analytical tools. However, full-scale IT or portal development is not envisaged under the scope. The bidder shall, however provide necessary support and assistance in facilitating process flows, defining MIS/reporting formats, and coordinating with relevant stakeholders, as required.
3.	Page 13: Team Structure	In case IREDA/ MNRE requests any change in the team members, then the Bidder shall comply with the same within 15 days.	Given the criticality of the resources, it is requested to provide relaxation to the bidders to comply with the replacement of resources and provide a period of at least 45 days.	Replacement of resources may be undertaken within 15 working days, with prior intimation and

				<p>approval of MNRE.</p> <p>However, in cases of resignation / notice period, the bidder shall ensure immediate replacement, as such instances are within their prior knowledge.</p>
4.	Page 13: Deployment of additional resources	The KP-SIS shall deploy such resources within 15 days of receiving a written request from MNRE.	Understanding that the resource has to be on payroll and depending on the qualification and experience requirement of such resources, immediate deployment may not happen. Hence, It is requested to consider at least 45 days of time upon receiving a written request from MNRE to deploy the additional resources.	Please refer RfP
5.	Page 34: Section IV pre-qualification requirements for applicants	<p>Point 2: Experience –</p> <p>...The same shall be supported by submission of the contract along with completion certificate from client/ invoices raised to be supported by payment receipt, verifiable by proof of bank transaction"</p>	Most of the private sector entities do not issue any completion certificate or completion confirmation. Furthermore, for reasons of confidentiality client invoices may not be furnished as proof. Accordingly, requesting to also consider self-certification from Director / Partner of the bidder as the documentary	<p>Allowed.</p> <p>In this regard Corrigendum is issued on GeM portal.</p>
6.	Page no. 3, 34 & 70 of 75		It is requested to clarify whether JV/Consortium is allowed or not	<p>JV/Consortium is not allowed.</p> <p>Please refer Rfp</p>
7.	Page 3, Key Features of RFP, Bidding Procedure	Single-Stage, Two-Envelope competitive bidding as per	request replacing Least Cost	Please refer RfP

		RFP -Technical qualification followed by LCS (Least Cost Selection)	Selection (LCS) with QCBS (Single-Stage, Two-Envelope) with a 70:30 weighting (technical 70%, financial 30%), with a minimum technical qualifying score of 70.	
8.	Page 12, Team Structure (Minimum Post Qualification Experience)	<p>1. Renewable Energy (RE) Sector Expert (Team Lead) - 12 years</p> <p>2. Mandatory Qualification Master's degree in any of the following:</p> <ul style="list-style-type: none"> • Engineering • Technology • Public Policy • Energy • Economics • Business Administration (Power Management) 	<p>It is requested that:</p> <ol style="list-style-type: none"> 1. The minimum post qualification experience criteria may kindly be relaxed to 10 years. 2. Revised Marking scheme in line with proposed revised experience. 3. Mandatory qualification can be expanded to MBA in any field instead of master's in business administration (Power Management); 	<p>Please refer clause no. 5 of RfP on page 12)</p> <p>MBA may be from any field; however additional marks will be provided for candidates having specialization in Power Management.</p> <p>In this regard Corrigendum is issued on GeM portal.</p> <p>Experience requirement to remain the same</p>
9.	Page 12, 5. Team Structure (Mandatory Qualifications)	<p>2. Power sector Regulatory and Transmission Expert</p> <p>Master's degree in any of the following:</p> <ul style="list-style-type: none"> • Engineering • Technology • Business Administration (Power Management) 	<p>It is requested that the minimum qualification criteria may kindly be relaxed to allow "Engineering Graduate (B.E./B.Tech) in relevant discipline", while retaining the experience requirements as specified in the RFP.</p>	<p>Please refer RfP</p>
10.	Page 12, 5. Team Structure (Mandatory Qualifications)	<p>2. Technology and Innovation Analyst</p> <p>Provide technical analysis, support pilot initiatives, and contribute to knowledge development and stakeholder engagement on emerging energy</p>	<p>It is requested that the minimum qualification criteria may kindly be relaxed to allow "Engineering Graduate</p>	<p>Please refer RfP</p>

		technologies bachelor's in engineering/ technology and a Master's degree in Energy or Business Administration	(B.E./B.Tech) in relevant discipline" and make necessary changes in the responsibility.	
11.	Page 12, 5. Team Structure (Mandatory Qualifications)	6. and 7. Research and Data Management Associate Master's degree in any of the following: • Economics • Statistics • Public Policy	It is requested that the minimum qualification criteria may kindly be relaxed to allow "Engineering Graduate (B.E./B.Tech) in relevant discipline and Professionals having Master's degree in any disciplines" , while retaining the experience requirements as specified in the RFP.	Please refer RfP
12.	Page 17, 7. Payment Terms	Any additional manpower, deployed at specific requirements of MNRE, will be paid on the basis of the level of manpower deployed and duration of deployment of such additional manpower. The rate for additional manpower is defined below: Suppose the Lump Sum Price (excluding GST) of the Contract, to be paid to the successful Applicant is 'Z', the rate for each additional manpower will be calculated as below: • Research & Data Management Associates: $0.81 * Z / (24 * 7)$ • Power sector Regulatory and Transmission Expert, Electricity Market Analyst, Global Trends Officer, Tech & Innovation Analyst: $1.06 * Z / (24 * 7)$ • RE Sector Expert: $1.15 * Z / (24 * 7)$	It is requested that the formula or rates for additional manpower be reviewed and the basis/rationale for these coefficients be clarified. Kindly consider revising the formula or rates for additional manpower so that they are better aligned with (a) the required qualifications and experience for each category, and (b) market-standard professional fee levels for comparable expertise.	Please refer RfP. The formula for additional manpower rates is in line with market practice.
13.	Page 34, SECTION IV – PRE-QUALIFICATION REQUIREMENTS FOR APPLICANTS	Applicant must have experience of successfully completing similar works for not less than one year during last 5 years as on the date of bid submission there should be any of the following: - (a) Three 'similar completed works' each costing not less than the amount equal to Rs. 1.06 Cr. or (b) Two 'similar completed works' each costing not less than the amount equal to Rs. 1.33 Cr. or (c) One 'similar completed works' each costing not less than the amount equal to Rs. 2.13Cr.	Kindly allow assignments contracted by Multilateral Development Banks (e.g., World Bank, ADB) that directly support Central/State Ministries/Departments/CPSEs/S PSEs to be counted as "similar completed works," even where the MDB is the contracting	Please refer RfP

		<p>In case any assignment submitted by the Applicant is for a period of more than 1 year, the value of the assignment shall be considered on annualized basis, and such assignment shall be considered as a single assignment. Similar works - means Strategy /Governance/ Policy Formulation/Knowledge Partnership Services/Consultancy Services for Centre Government/ State Governments/Ministries or Departments of Centre or State Government / Central Public Sector Enterprises/ State Public Sector Enterprises. Completed – means assignment of minimum one year duration. Same shall be supported by submission of the contract Annexure B Part II along with completion certificate from client/ invoices raised to be supported by payment receipt, verifiable by proof of bank transaction. In case of ongoing multiyear assignment, the applicant shall submit the contract along with client certificate/ invoices raised to be supported by payment receipt, verifiable by proof of bank transaction. (Refer Annexure B Part II – Only the above assignments as mentioned shall be considered as ‘Relevant Experience’ for the purpose of evaluation)</p>	<p>authority and the PSU/Government entity is the beneficiary. Kindly confirm that such MDB-funded/supervised engagements (of at least one-year duration within the last five years) will be accepted toward thresholds (a)/(b)/(c) on an annualized basis, and that proof such as contract plus MDB completion letter/certification and payment evidence will be considered valid client documentation.</p>	
14.	<p>Page 16 Clause 7 / Payment terms and acceptance</p>	<p>Payment shall be made on quarterly basis, linked to submission of quarterly reports to the satisfaction of MNRE, as per the agreed scope and its acceptance by MNRE and quarterly attendance (as certified by MNRE). No payment shall be deemed due merely by passage of time, release is subject to written acceptance by MNRE. A quarterly report to be submitted, comprising of the work carried out by the consultant, in accordance with the scope of work mentioned in the RFP, along with quarterly attendance within 15 days of the end of the quarter (As per Annexure L). Upon the MNRE’s satisfaction and written approval, the corresponding payment for the quarter shall be processed.</p>	<p>Request inclusion of clear deliverable-wise, measurable acceptance criteria (outputs/KPIs/formats) and defined turnaround timelines for review/approval (e.g., within X working days from acknowledged receipt), along with a deemed acceptance mechanism if no consolidated comments are issued within the TAT, and provision for partial acceptance with pro-rata</p>	<p>Please refer RfP</p>

			<p>payment for the portion approved.</p> <p>Please also clarify who is the authorized signatory/committee for acceptance (and escalation path) and how many review iterations per deliverable are included, with timelines for each iteration.</p>	
15.	Page 18, Clause 8 / Unauthorized absence penalties	The KP-SIS shall ensure the continuous availability of the deployed team. Absence of any resource without permission from MNRE, i.e. Unauthorized Absence, shall attract a penalty per day of absence, based on the seniority and criticality of the role as defined below	<p>Please specify objective attendance and approval protocols, including (a) defined onsite presence requirements by role (days/hours), (b) how attendance is recorded (e.g., biometric, e- attendance portal, signed timesheets) and the authority/timeline for approval, (c) whether work- from-home, field work, stakeholder meetings, and client-directed travel are counted as “present” for availability/penalty calculations, and (d) confirmation that client-approved offsite work is treated as compliant and exempt from onsite penalties. Further, kindly provide remote-working relief for approved circumstances (e.g., government advisories, force majeure, security/health directives) without negative scoring or penalties, and confirm that attendance-related penalties will not apply where absence does not affect agreed deliverables/milestones and</p>	<p>The team shall be deployed on-site at MNRE on a full-time basis. Stakeholder meetings and travel authorized by MNRE shall be considered as part of work undertaken. In exceptional or force majeure situations, remote working may be permitted in accordance with Government of India guidelines.</p>

			service levels.	
16.	Page 39, B. Team Composition and Expertise	<p>B1. RE Sector Expert (Team Lead — Regulatory, Sectoral Strategy, and KP-SIS Coordination)</p> <p>Experience in leading multi-disciplinary teams in the power or renewable energy or energy transition sectors in any of the following functions:</p> <ul style="list-style-type: none"> • Public Policy Advisory • Regulatory Analysis • Knowledge Partnership assignments • Progress Monitoring • Programme Management • Stakeholder Coordination <p>Relevant Work Experience</p> <ul style="list-style-type: none"> • < 12 years: 0 Marks • 12 < 13 years: 5 marks • 13 < 15 years: 10 marks • >=15 years: 15 marks 	<p>It is requested to consider revising the experience brackets as follows:</p> <ul style="list-style-type: none"> • < 10 years: 0 marks • 10–<11 years: 5 marks • 11–<12 years: 10 marks • ≥ 12 years: 15 marks 	<p>Marking is being amended to accommodate response to point 8 above.</p> <p>In this regard Corrigendum is issued on GeM portal.</p>
17.	Page 10, Clause 4 / Broad scope and sector spread	<p><i>The KP-SIS will support MNRE's strategic and operational priorities through in-depth analysis across the renewable energy (RE) ecosystem and allied clean-energy domains. The engagement will cover, but not limited to, renewable energy, battery storage, green hydrogen, biogas, small hydro, pumped storage, and associated innovation, investment, and supply-chain domains, tracking both domestic and global trends and monitoring market developments at national and state levels. A key component will be high-quality knowledge products: daily thematic updates, monthly newsletters, and sectoral insights for internal use and targeted dissemination.</i></p>	<p>Establish a baseline scope matrix covering themes, output frequencies, expected depth of analysis and turnaround times, with change control for new sectors / additional asks. Clarifications: expected volume of daily updates, number of policy notes / analyses per month, and priority hierarchy among workstreams.</p>	<p>Work shall be undertaken as per directions of MNRE officials and may include ad hoc tasks, to be prioritized and executed based on assignment requirements.</p>
18.	Page 11, Clause 4 / Open-ended residual tasking	<p>Provide timely and high-quality knowledge products including daily thematic updates, monthly digests, sectoral insight reports, financial analyses, and strategic briefs to aid MNRE's policy and programme decisions. Undertake any other analytical, strategic, or programmatic tasks as may be directed by MNRE to support its evolving priorities</p>	<p>Ring-fence ad hoc work through a prioritisation and approval mechanism, supported by impact assessment on effort, timeline and resource allocation. Clarifications: monthly limit on ad hoc asks, escalation if ad hoc work displaces planned deliverables, and whether</p>	

			additional tasks can trigger commercial or timeline adjustment.	
19.	Page 11, Clause 5 / Team capability breadth and payroll condition	To effectively deliver on the scope of work, the Knowledge Partner is required to deploy a dedicated team to the Knowledge Partner (KP- SIS), comprising professionals with multidisciplinary expertise. The team must include experts in regulatory affairs, renewable energy policy, electricity markets, power systems modelling, technology innovation, investment tracking, stakeholder engagement, data analytics, data interpretation, and forensic analysis. Each team member must possess relevant academic qualifications and domain-specific experience to ensure the delivery of high-quality outputs and timely support to MNRE across regulatory review, sectoral analysis, data-driven decision-making, and industry engagement tasks. (Team members must be on payroll before bid submission).	The mandated capability mix is unusually wide for a 7-member core team and includes specialist skills such as power systems modelling and forensic analysis, while all resources must already be on payroll before bid submission. This narrows the feasible talent pool and elevates mobilisation risk. Mitigation: confirm whether some specialist capabilities can be provided through centrally supervised shared experts / short-term inputs and whether evidence of employment at award (rather than bid date) would suffice. Clarifications: minimum allocation expected from each specialist area and whether named resources are locked for the full term.	Please refer RfP
20.	Page 13, Clause 5 / On-site deployment, exclusivity and change restrictions	The team shall be stationed at MNRE during the contract period. The team shall strictly adhere to the official working hours, office timings, and working days (including Gazetted holidays) as followed by MNRE. Any absence from the designated place of work during MNRE working hours without permission shall be treated as “Unauthorized Absence”. Penalty on account on account of unauthorized absence shall be levied as per clause 8.2. The maximum changes in the team shall be limited to two times during the currency of the contract	whether field visits / offsite meetings count as attendance, whether backups can support from remote locations, and how approved leaves / maternity / medical leave are treated. Also has commercial impact; see Section A entry on page 18.	The team shall be deployed on-site at MNRE on a full-time basis. Stakeholder meetings and travel authorized by MNRE shall be considered as part of work undertaken. In exceptional or force majeure situations, remote working may be permitted in

				accordance with Government of India guidelines.
21.	Page 13, Clause 5 / Backend support at no additional cost and additional manpower timeline	The KP-SIS may also be required to provide back- end support as directed by MNRE without any additional cost of the awarded contract. In addition to the Core Team (7 members) defined in the Scope of Work, MNRE reserves the right to request the deployment of up to 5 (five) additional personnel of any designation/s as per requirement at any stage during the contract period. The KP- SIS shall deploy such resources within 15 days of receiving a written request from MNRE.	The contract combines unfunded backend support with the right to demand up to five more resources on short notice. Without clear limits on the nature of backend work, this can stretch the team beyond planned capacity and compromise quality / timelines. Define what counts as backend support, set service windows for additional deployment, and provide a realistic mobilisation lead time subject to candidate availability and client approval. whether backend support can be provided by central teams, how long additional resources may be required, and whether deployment timelines pause until background/access formalities are completed. Also has commercial impact; see Section A entry on page 17.	The deployment of any additional manpower will not be unfunded (pls. refer Page 17, Clause 7 of Rfp). The duration and nature of manpower is to be defined as per needs of work requirements.
22.	Page 13, Clause 6 / Work Package 1	Design, structure, and support implementation roadmaps for key MNRE schemes. Track progress against targets and timelines using customized monitoring tools. Develop tracking mechanisms for action items. Facilitate coordination between MNRE, state nodal agencies, public/private players, and international institutions. Organize periodic consultations and roundtables.	number of schemes in scope at mobilisation, expected number of consultations / roundtables, and whether the partner is responsible only for facilitation or also for end-to- end logistics and stakeholder follow-up.	The scope of work shall be as per the RFP. Work shall be undertaken as per directions of MNRE officials and may include ad hoc tasks, to be prioritized and executed based on

				assignment requirements.
23.	Page 14 Clause 6 / Contract frameworks, DPRs and policy matters	Design model bid documents, MoUs, and implementation contracts. Review and advise on implementation issues across contracts. Provide techno-economic inputs and develop concept papers, DPRs, or feasibility reports. Identify enabling policy actions and structural reforms	Whether the partner is expected to draft final executable contracts / bid documents, whether legal opinions are in scope, and what reliance / approval framework applies.	All deliverables shall be prepared and submitted; however, the same shall be finalized only upon review and prior approval of MNRE
24.	Page 15, Clause 6 / Work Package 2 and 3 data-IT obligations	Develop and maintain a dynamic, bi-weekly refreshed database of vendors, suppliers, OEMs, EPCs, and financiers across RE sub-sectors. Support development and deployment of web platforms and dashboards to visualize and disseminate sectoral insights. Oversee integration of tools with MNRE's digital assets (internal/public). Utilize tools like Power BI, Tableau, and Google Looker Studio to generate customized dashboards. Support IT team to enable user-level access controls and automated reporting.	The RFP creates substantial data engineering / system integration obligations, but does not define source systems, data availability, hosting model, security architecture, client IT responsibilities, or whether build/development effort is limited to coordination versus actual implementation. This is a major delivery ambiguity. Mitigation: seek a detailed responsibility matrix for system integration, data ingestion, user access, hosting, cybersecurity, testing and go-live support, with dependencies on client IT and third parties clearly stated. Clarifications: existing portal architecture, APIs / data sources, volumes, languages, expected uptime / maintenance and whether software licences are provided by the client.	The team shall be actively involved in the preparation of dashboards and analytical tools. However, full-scale IT or portal development is not envisaged under the scope. The bidder shall, however provide necessary support and assistance in facilitating process flows, defining MIS/reporting formats, and coordinating with relevant stakeholders, as required.
25.	Page 16, Clause 6 / Key deliverables and quarterly allocation	<i>Note: The above-mentioned deliverables are to be ensured and completed by the end of the Contract period. The work to be delivered in a quarter during the</i>	Deliverables are listed only at a headline level and quarter-wise allocation is left to MNRE	The scope of work shall be as per the RFP.

		<p><i>contract period will be based on the requirement and acceptance of MNRE. Quarterly Reporting and Deliverable Submission – The KP- SIS shall submit quarterly reports covering the activities undertaken as per the above deliverables listed above. Copies of all quarterly reports and deliverables during a quarter shall be provided to MNRE with a copy to IREDA.</i></p>	<p>requirements. This means delivery sequencing, volume planning and acceptance are all uncertain, while payments are quarterly. Mitigation: align at project start on a quarterly delivery plan, minimum / maximum expected volumes and a governance process for reprioritization. Clarifications: whether an inception plan will freeze quarter-wise deliverables, whether carry-forward work affects payment, and whether draft versions count for quarterly closure. Also has commercial impact; see Section A entry on page 16.</p>	<p>Work shall be undertaken as per directions of MNRE officials and may include ad hoc tasks, to be prioritized and executed based on assignment requirements.</p>
26.	No clause in RFP.	RFP is silent on leveraging credentials / experience of parent entity / subsidiaries	<p>It is noted that that the RFP does not allow/is silent on Bidders leveraging the credentials of their parent entities/subsidiaries. We would like to humbly submit that parent entities together with their subsidiaries possess a wealth of experience and expertise that can be invaluable for the successful execution of complex projects. Further, parent entities and subsidiaries often have access to a broader pool of resources, including specialized personnel. By leveraging these credentials and resources, Bidders can enhance their capacity to deliver the project efficiently and effectively and can demonstrate their ability to meet the technical</p>	<p>Bidders shall submit credentials pertaining only to their own firm. Credentials of parent, associate, or affiliate entities that are not directly involved in execution of the assignment shall not be considered</p>

			and operational requirements of the tender. In light of the above, we humbly request you to allow Bidders to leverage the credentials of their parent entities and / or subsidiaries.	
27.	No clause in RFP.	RFP is silent on leveraging credentials / experience of network firms	We would like to submit that we, like other similarly placed consulting firms, is not structured like a typical MNC, but operates as a network of firms under a common brand name, wherein each Network Firm is a separate and independent legal entity. These Network Firms often collaborate and share relevant skills and knowledge with each other in order to leverage the best global practices to enhance the services being rendered to their clients. We accordingly request you to allow Bidders to leverage the credentials and/or resources of such Network Firms to demonstrate our collective capabilities.	
28.	Page 19 - Clause 9, 10 Indemnity	Indemnity for breach of contract obligations, limited to 1X TCV	There are several remedies available under law and contract to you for such breach of obligations. For eg., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than	Please refer RfP

			indemnity will be sufficient for such breaches. We request you to kindly delete this section.	
29.	No clause in RFP.	Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	Please refer RfP
30.	No clause in RFP.	No process for indemnity	The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the	Please refer RfP

			<p>Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate</p>	
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			<p>or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
31.	No clause in RFP.	Exceptions to confidential information are not provided	<p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p>	Please refer RfP

			<p><i>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</i></p>	
32.	No clause in RFP.	Parties to whom information can be disclosed is not documented	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p><i>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such</i></p>	Please refer RfP

			<i>employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</i>	
33.	Page 28 , Section 32 "Confidentiality"; Confidentiality Obligations	Duty of care is very high - i.e. we need to maintain confidentiality using highest/strictest/best efforts standards	We request client to kindly confirm that we will be obliged to protect Confidential information using the same degree of care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care.	Please refer RfP
34.	Page 28 – Section 32 "Confidentiality" Confidentiality Obligations	Obligations to survive in perpetuity from the date of expiry or termination of contract	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	Please refer RfP
35.	Page 28 – Section 32 "Confidentiality" Confidentiality Obligations	Obligation to return all confidential information / destroy all confidential and no right to retain a copy	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	Please refer RfP
36.	Page 28 – Section 32 "Confidentiality" Confidentiality Obligations Publicity/ name/ logo consent	No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your	Please refer RfP

			confidential information.	
37.	Page 27 – Clause 28 Termination of Contract; Termination	Termination without notice and rectification period	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	Please refer RfP
38.	No clause in RFP.	We do not have any right to terminate	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	Please refer RfP
39.	Not applicable Termination	Unreasonable ground for termination	We request client to delete this ground termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.	Please refer RfP
40.	Page 22 - Section 16, bullet point 3; Page 26 - Section 26 Cancellation	Cancellation / Rescission of Contract	Cancellation / Rescission means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, bidder may be deprived of any payment and refund of all payments made already may be sought. Request deletion of this clause.	Please refer RfP
41.	Page 18 – Delay and Unsatisfactory Performance Risk Purchase	Risk purchase	Request client to limit our liability under this clause to 10% of the value of corresponding	Please refer RfP

			goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	
42.	<p>Page 28–29 – Conflict of Interest Conflict of interest section;</p> <p>Page 27 – Section 29, Point V;</p> <p>Page 47 - Section VII, point 7</p>	Several conflict-of-interest related obligations on us and there are certain declaration requirements	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	Please refer RfP
43.	Not applicable Related Party		<p>We understand that this declaration pertains to confirmation w.r.t. related party transaction u/s 188 of the Companies Act, 2013. We understand that the related party provisions, however, do not apply when a transaction is carried out in the ordinary course of business at an arm's length price and this holds true even when parties are related to each other. Given that this is a tender situation, we submit that this will be an arm's</p>	Please refer RfP

			length price / transaction. Hence, we request you to kindly consider making the requirement of giving such related party confirmation/ declaration non-mandatory or removing it from the declarations.	
44.	Page 18 – Section 8 Liquidated damages	LDs capped at 0.5% per week for delay, capped at 10% of contract value; absence penalties per role with quarterly cap of 12.5% TCV;	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	Please refer RfP
45.	No clause in RFP.	Not sole and exclusive remedy	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	Please refer RfP
46.	No clause in RFP.	Not limited to solely our fault	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	Please refer RfP
47.	Page 13 – Team change penalty (bullet point 2) Replacement of Personnel	Penalties linked to replacement, all exceptions are not provided (death, resignation, etc.)	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement	Please refer RfP

			to the Client.	
48.	No clause in RFP. Please include in pre- bid. IPR	No protection to our pre-existing IPRs	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre- existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.</p> <p><i>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a</i></p>	Please refer RfP

			<i>non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</i>	
49.	Page 28 – Section 32 Survival obligations	Obligations to survive for more than a year post expiry or termination of contract	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract.	Please refer RfP
50.	Page 61 – Annexure F Undertaking. Eligibility / Pre-qualification Criteria / Declaration regarding blacklisting / debarment with no time limit.	We are not eligible to bid in case we have ever been blacklisted / debarred in the past, and/or Declaration regarding past blacklisting/ debarment where no time limit has been specified.	We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request you to kindly limit the eligibility criteria / declaration regarding blacklisting to bidders not blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as last 5 years.	Revised format attached
51.	No clause in RFP.	There is no restriction on the usage of deliverable. No third party disclaimers.	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	Please refer RfP

			relation to the services. Please confirm our understanding is correct.	
52.	No clause in RFP.	No acceptance criteria	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p><i>"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."</i></p>	Please refer RfP
53.	No clause in RFP.	No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their	Please refer RfP

			<p>respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p><i>"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."</i></p>	
54.	No clause in RFP.	There is no restriction on the usage of deliverable. No third party disclaimers.	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	Please refer RfP

			costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	
55.	RFP, Section II, Cl. 5	<i>“Team members must be on payroll before bid submission.”</i>	<p>Since, the subject tender requires deployment of a dedicated team of specialized subject matter experts, it is requested to kindly allow bidders to propose a mix of payroll employees and associate team members (engaged on contractual or retainership basis), instead of mandating that all team members must be on the payroll at the time of bid submission.</p> <p>Restricting all resources to payroll may limit the ability to onboard highly specialized experts and reduce overall quality of the proposed team. This approach will also promote wider participation by bidders. Allowing flexibility in engagement models (payroll/contractual/retainer) is an established industry practice and does not impact project delivery, provided accountability is clearly defined.</p> <p>Team members proposed for the assignment may be engaged either as full-time payroll employees or associate experts (on contractual or engaged through Third-party contractor) at the time of bid submission.</p>	Please refer RfP

			However, the bidder shall ensure that all proposed team members exclusively available for the project prior to commencement of the assignment, with clear accountability and defined roles and responsibilities.	
56.	14/6	<p>Work Package 1:</p> <p>o Policy Advisory: Taxation & Trade</p> <ul style="list-style-type: none"> - Provide briefs on international trade developments, WTO compliance, taxation issues (GST, import duties, carbon taxes), and related policy matters. - Assess implications for RE supply chains and domestic manufacturing. 	We request to include policy advocacy support on renewable energy (RE) supply chains as part of the scope under this work package.	Please refer RfP
57.	34/2	<p>Section IV:</p> <p>2. Experience</p> <p>Applicants must have experience of successfully completing similar works for not less than one year during last 5 years as on the date of bid submission should be any of the following: -</p> <p>(a) Three ‘similar completed works’ each costing not less than the amount equal to Rs. 1.06 Cr.</p> <p>or</p> <p>(b) Two ‘similar completed works’ each costing not less than the amount equal to Rs. 1.33 Cr.</p> <p>or</p> <p>(c) One ‘similar completed works’ each costing not less than the amount equal to Rs. 2.13 Cr.</p>	<p>We request to also consider ongoing projects of similar nature for meeting the experience criteria. Accordingly, the clause may be revised to include-</p> <p>Applicants must have experience of successfully completing/ Ongoing similar works for not less than one year during last 5 years as on the date of bid</p> <p>Considering ongoing projects of similar scale and scope, including multi-year assignments and projects with extensions, will allow recognition of relevant and recent experience. This is particularly important as many government and advisory</p>	Please refer RfP

			<p>engagements are long-term in nature.</p> <p>submission should be any of the following:-</p> <p>(a) Three ‘similar completed/ ongoing works’ each costing not less than the amount equal to Rs. 1.06 Cr.</p> <p>or</p> <p>(b) Two ‘similar completed works/ ongoing’ each costing not less than the amount equal to Rs. 1.33 Cr.</p> <p>or</p> <p>One ‘similar completed/ ongoing works’ each costing not less than the amount equal to Rs. 2.13Cr.</p>	
58.	34/2	<p>Section IV:</p> <p>2. Experience</p> <p>(a) Three ‘similar completed works’ each costing not less than the amount equal to Rs. 1.06 Cr.</p> <p>or</p> <p>(b) Two ‘similar completed works’ each costing not less than the amount equal to Rs. 1.33 Cr.</p> <p>or</p> <p>(c) One ‘similar completed works’ each costing not less than the amount equal to Rs. 2.13Cr.</p>	<p>We request clarification on whether the project values mentioned under the experience criteria are to be considered inclusive or exclusive of GST.</p>	Exclusive of GST
59.	39/B2	<p>Power Sector Specialist</p> <p>Experience in power sector in any of the following functions:</p> <ul style="list-style-type: none"> - Regulatory Analysis - Legal Advisory - Implementation Advisory for Government Programmes 	<p>We request to consider revising the requirement by removing “Legal Advisory” from the listed functions for the Power Sector Specialist role:</p> <p>Experience in power sector in any of the following functions:</p>	Please refer RfP

		<ul style="list-style-type: none"> - Stakeholder Engagement 	<ul style="list-style-type: none"> - Regulatory Analysis - Implementation Advisory for Government Programmes - Stakeholder Engagement <p>Inclusion of legal advisory experience may be restrictive, as many qualified power sector and regulatory experts may not have formal legal advisory experience but possess strong domain expertise in regulatory analysis, implementation advisory, and stakeholder engagement.</p>	
60.	39/B3	<p>Electricity Market Specialist Experience in any of the following fields:</p> <ul style="list-style-type: none"> - Energy Markets - RE procurement - Deviation Settlement Mechanism - Power Market Design - Power Trading Dynamics - Market Intelligence relevant for programme management and policy advisory work 	<p>We request to consider either: (i) removing “RE procurement” from the listed fields; or (ii) revising the requirement from “experience” to “understanding” of the specified domains. The current requirement may be restrictive, as professionals with strong expertise in electricity markets and policy advisory may not necessarily have direct experience in RE procurement.</p>	Please refer RfP
61.	39/B6 and B7	<p>Research and Data Management Associate</p> <ul style="list-style-type: none"> - Experience in energy data, visualization or vendor mapping 	<p>We request to consider revising the requirement to:</p> <p>Research and Data Management Associate</p> <ul style="list-style-type: none"> - Experience in energy data, visualization, Dashboard preparation 	Please refer RfP

			<p>and Documentation The inclusion of dashboard preparation and documentation is more aligned with the scope of data analysis and knowledge management activities under the assignment, whereas vendor mapping may not be directly relevant.</p>	
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