

**Dated: 05-03-2022**

**Corrigendum-II**

**Subject: RFP- Evaluation of the Scheme under National Solar Mission of Ministry of New and Renewable Energy - Changes in RFP & Response to Pre-Bid Queries - regarding.**

1. This Corrigendum forms an integral part of the above RFP
2. Pursuant to the release of the RFP for engagement of a Consultancy Firm to support in the Evaluation of the Scheme on Promotion of Agricultural Mechanization for In-Situ Management of Crop Residue in the States of Punjab, Haryana, Uttar Pradesh and NCT of Delhi, issued by DMEO, NITI Aayog 21.01.2022, following is the amendment in the RFP. The deletions in the earlier text of the RFP are indicated as strikethrough and the additions are underlined.

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		<p>work after the report has been accepted. The Additional Costs on this account shall be paid to the Consultant as per agreed person day rates and economy return airfare as per actuals shall also be reimbursed. However, the total number of additional person days requisitioned hereunder shall not exceed 120 (one hundred and twenty)</p> <p>12. 9 All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.</p> <p>13. For the purposes hereof <del>Statement of Expenses</del> means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the person days spent on the Consultancy</p>
8	APPENDIX-I Form-11: Proposal for Sub- Consultant(s)	<p>Note:</p> <p>1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 6 and 13 9 of Appendix-I.</p>

3. All the other terms and conditions of the RFP shall remain unaffected.
4. The responses to the queries have been enclosed.

Queries related to Evaluation of the Schemes under National Solar Mission of Ministry of New and Renewable Energy

S. No.	Section	Clause #/Page No.	Query/Suggested Changes by the Applicant	Response of Authority
1	Criteria for Evaluation	Clause 3.1.4 Eligible Assignments, Page 33	Query on page no 33 of the rfp regarding to eligible assignments: most of the assignments having the sample size of 250 respondents have a maximum value of Rs 10-15 lakhs so request the authority to consider the projects value Rs 10-15 lakhs	Please refer to RFP clause 3.1.4 which is clear and self explanatory. No change is contemplated.
2	Term of Reference	Primary Data Collection Methodology point (b) sampling Pg 52	What type of KIIs are included in solar study?	Please refer to RFP TOR clause 4.a.i read with clause 5 which is clear and self explanatory.
3	Criteria for Evaluation	Clause 3.1 Evaluation of Technical Proposals page no.32-34	Request for relaxation in the criteria on Energy Related studies and respondents	Please refer to RFP clause 3.1.4 which is clear and self explanatory. No change is contemplated.
4	Instructions to Applicants	Clause 2.1 Scope of Proposal page no. 13	Will joint ventures/consortium be considered which can bring requisite expertise like Energy ?	Please refer to RFP clause 2.1.1 which is clear and self explanatory.
5	Criteria for Evaluation	Clause 3.1.3 scoring criteria, pg no. 32	a) In the 3rd section, in point 3.1.3 it is mentioned that the highest number of assignments by an applicant/personnel participating in the study will be entitled for maximum marks in the number of eligible assignments section and rest would get marks proportionately. In this regard, we request you to consider the request of putting an absolute number for the possible maximum number of assignments. b) In section 3(C) there is a mention of In depth Interviews but in the subsequent section 4(C) there is only mention of KII survey and FGD? We would like to know if IDIs are mandatory or these decisions are at the consultant's discretion?	a) Please refer to RFP clause 3.1.3 which is clear and self explanatory. Any number of eligible assignments can be included by adding rows, if required. b) Please refer to RFP TOR clause 4 which is clear and self explanatory.
6	Term of Reference	Primary Data Collection Methodology point (b) sampling Pg 52-55	Are the KIIs limited to think tanks, government bodies, Non Profits and Institutions? Can Project Developers/handlers, Solar PV Companies etc. be reached out for this analysis?	Please refer to RFP TOR clause 4.a.i read with clause 5 which are clear and self explanatory
7	Term of Reference	Primary Data Collection Methodology point (b) sampling Pg 52-55	for KIIs please confirm that 507 KII interviews are required from 248 Different Organizations. Please expand on what is meant by different Facility Levels	Please refer to RFP TOR clause 4.a read with clause 5 which is clear and self explanatory
8	Terms of Reference	Primary Data Collection Methodology point (b) sampling Pg 52-53, Deliverables & Timelines Table 6.1 page 58 , clause 3.1.4 Eligible Assignments pg 33, Evaluation of Technical Proposals pg 32	(1) We seek clarification if the assignment is to be carried out Pan-India or in select states as mentioned in RFP. (2) If the assignment is to be executed pan India, we would request to kindly increase the days from 90 to 120 (3) Sampling- We seek clarification in terms of state wise and district wise sampling for evaluation. or example, if state A and state B are to be evaluated, then is the sample number of districts expected to be same for both the states? (4) Eligible assignments- We seek clarifications on the term "energy sector". Any energy like wind, nuclear, tidal can be considered or is it any specific energy? (5) Conditions of eligibility for key consultant- We request you to kindly remove this criteria that all the key consultants should have experience in one energy related project. We request to change the criteria to only evaluation relation assignment and not energy related evaluation for all.	(1) Please refer to RFP TOR clause no. 4.b which is clear and self explanatory. (2) Please refer to the Corrigendum of the RFP. (3) Please refer to RFP TOR clause no. 4.b which is clear and self explanatory. (4) Please refer to RFP clause 3.1.4 which is clear and self explanatory. (5) Please refer to RFP clause 3.1.4 which is clear and self explanatory. No change is contemplated.
9	Terms of Reference	6. Deliverables & Timelines, pg no. 58	The data collection phase for this assignment alone could last upto 3 months considering the vast scope of evaluation issues to be covered, 4 schemes to be evaluated, 500+ KII's and 130 FGDs, multiple states to be covered and collection of secondary data from multiple stakeholders. Considering time for inception phase and draft and final reports, we request you to extend the timeline for this study from 3 months to 6 months.	Please refer to the Corrigendum of the RFP.
10	Request for Proposal (RFP)	Bid submission deadline pg no. 4	Considering the size and complexity of this bid and multiple stakeholder consultations required (both internal and external), we request you to extend the bid submission deadline by 10 working days.	Please refer to the Corrigendum of the RFP.
11	Criteria for Evaluation	Clause 3.1.3 Scoring criteria - Key personnel, pg no. 32	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other relevant assignments or similar work. We suggest that number of years of experience and education qualifications are also considered for scoring of key personnel.	Please refer to RFP clause 3.1.3 which is clear and self explanatory. No change is contemplated.
12	Criteria for Evaluation	Clause 3.1.3 Scoring criteria - Proposed Methodology and Work Plan – 20 marks, pg 32	Evaluation will be based on the quality of submissions, as per Appendix-I Form-7 (10 marks), and the presentation made by the Applicant (10 marks). In order to better assess technical capability, we suggest to increase the total marks under this criteria to 30 marks, with 20 marks for presentation and 10 marks for Form-7.	Please refer to RFP clause 3.1.3 which is clear and self explanatory. No change is contemplated.

13	Criteria for Evaluation	Clause 3.1.3 Scoring criteria - Proposed Methodology and Work Plan, pg no 32	*Higher marks to be awarded for collaboration / consortium / partnership with academic institutions. How will this aspect be evaluated and scored? Is it enough for the bidder to include the writeup on collaboration as part of Form-7 or does the bidder also need to bid as a consortium with an academic institution, in order to obtain marks under this criteria?	Please refer to RFP clause 3.1.3 which is clear and self explanatory. No change is contemplated.
14	Criteria for Evaluation	3.4 Combined and Final Evaluation, pg 34	$S = ST \times Tw + SF \times Fw$ , Where, S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively. Considering technical nature and complexity of the scope, we request to change weightage of QCBS from 70:30 to 80:20 for higher technical and quality weightage.	Please refer to RFP clause 3.4 which is clear and self explanatory. No change is contemplated.
15	APPENDIX-II	Form-2: Financial Proposal B. LOCAL COSTS Office Rent Office Consumables, pg no.120	How would individual items under this section be monitored and reimbursed for?	Please refer to the Corrigendum of the RFP.
16	APPENDIX-II	Form-2: Financial Proposal, pg 120	All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorized Representative. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D. Will the payment to Consultant be adjusted to the extent of actual cost incurred, irrespective of the total fee quoted at the time of bidding? Can you please share indicative budget for the assignment?	Please refer to the Corrigendum of the RFP.
17	Instructions to Applicants	Clause 2.27 Indemnity, pg 30	The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.  Suggestion:  In all events indemnity can be provided only against loss suffered by Client due to act of gross negligence or act of willful misconduct actually having committed by the Consultant. In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise. In no event will the aggregate liability of the Consultant ever exceed the amount of fees paid by Client to Consultant pursuant to the Proposal to which the claim relates during the twelve (12) month period immediately preceding the date such claim arose.	Please refer to RFP clause 2.27 which is clear and self explanatory. No change is contemplated.
18	Instructions to Applicants	Clause 2.8 Suspension of Agreement, pg no. 72	The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.  Suggestion :  Project Delay, Suspension or Cancellation: If for any reason (other than Consultant's material breach of the Agreement), the Project is suspended, deferred and/or canceled, then: all amounts paid to the Consultant until the effective date of suspension, deferred and/or cancellation shall be considered 'drop dead fee' and such fee shall not be refundable; and Client shall in addition, pay Consultant all amounts otherwise payable under the Proposal for work done up to the date of suspension, deferment or cancellation. Client acknowledges this does not grant the Client a right to suspend, defer or cancel the Project but is stated as Consultant's rights and are liquidated damages.	Please refer to RFP clause 2.8 which is clear and self explanatory.No change is contemplated.
19	Instructions to Applicants	Clause 2.9 Termination of Agreement 2.9.2 By the Consultant, pg no. 72 & 73	Suggestion:  Termination  Consultant will be entitled to terminate the Agreement by giving 15 days' notice to the Client in case (i) Client fails to pay the amount due against a correct invoice, 30 days after the same becomes due and payable; (ii) if the provision of Services or Deliverables are delayed for the reasons attributable to Client, including but not limited to, Client's failure to perform its obligations under this Agreement for a period beyond 2 months from the date of this Agreement and Client's failure to remedy it this failure within 30 days or within such further period as Consultant may have subsequently approved in writing. Notwithstanding anything to the contrary stated in this Agreement, Consultant shall not be obliged to perform its services or	Please refer to RFP clause 2.9 which is clear and self explanatory.No change is contemplated.
20	AGREEMENT	Clause 7. Liquidated Damages and Penalties , pg no. 84 & 85	We request deletion of LD and penalty terms.	No change is contemplated.
21	AGREEMENT	Clause 7.2.1 Liquidated Damages for error/variation, pg no 84	In case any error or variation or plagiarism is detected in the data, data analysis or 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 the Authority in a reasonable manner and recovered from the Consultant by way of deemed. liquidated damages, subject to a maximum of 10% (10 per cent) of the Agreement Value.  Suggest reducing it to 5%	No change is contemplated.

22	AGREEMENT	Clause 7.2.2 Liquidated Damages for delay, pg 84 & 85	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (Ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.  Suggest reducing it to 5%	No change is contemplated.
23			In addition, The applicant has requested to incorporate the following clauses:-	
24		Anti-Bribery and Anti-Corruption:	Each Party represents, warrants and undertakes that:  (a) It has not and shall not offer, promise, give, 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 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.	No change is contemplated.
25		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 CRIS if any of these circumstances change, upon occurrence of which, CRIS shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach.	No change is contemplated.
26		Non-Exclusivity:	The Client acknowledges that CRISIL or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.	No change is contemplated.
27			Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client's notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered "accepted" upon such re-delivery or the expiry of 10 calendar days as stated above, whichever is earlier.	No change is contemplated.
28			The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement. In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise.	No change is contemplated.
29			The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Where Consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Client. If the Client fails to do so, and this results in additional liability for Consultant, Client shall be liable to reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant.	No change is contemplated.

30	Instructions to Applicants	Consortium/Association of Firms, pg 13	<p>The RFP document mentions that consultants may submit their responses, either individually (as "Sole Firm") or as lead member of a consortium of firms (the "Lead Member"). However, it is not very specifically mentioned whether the consultants are allowed to associate with other consultants and submit a joint proposal.</p> <p>In view of the above, it is requested to please clarify:</p> <p>A. Whether the consultants can associate with other consultants and submit a joint proposal?</p> <p>B. If consortium/association is allowed, then please clarify whether</p> <ul style="list-style-type: none"> <li>• Empanelled consulting firms can associate only with other empanelled firms?</li> <li>(or)</li> <li>• Empanelled consulting firms can associate with only the non-empanelled firms?</li> <li>(or)</li> <li>• Empanelled consulting firms can associate with both, other empanelled firms and non-empanelled firms</li> </ul>	Please refer to RFP clause 2.1.1 which is clear and self explanatory.
31	Instructions to Applicants	Clause 2.2.2 (D) Conditions of Eligibility for Key Personnel; pg no.15 & 16	<p>As regards the educational qualifications of the key personnel, the RFP document (Page 15) that 'For degrees obtained from the accredited foreign Boards/universities, the applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Clause 2.2.2 (D)'. We understand that this self-certification is not required for personnel with qualifications from Indian Universities/Boards. It is requested to please clarify whether our understanding in this regard is correct.</p>	The understanding is correct.
32	Criteria for Evaluation	Clause 3.1.3 Technical Proposal Scoring Criteria, pg no.32	<p>The RFP document (Page 33) mentions that 'No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring'. In this regard, it is submitted that though a firm may score better on other parameters, the above scoring criteria will imply a zero score for parameter on which a consulting firm/CV of key personnel fulfils the eligibility criteria of a minimum number of eligible assignments but does not have projects exceeding the eligibility criteria. This will lead to overall lesser score for the consulting firm/CV of key personnel, irrespective of qualifying the minimum eligibility. Further, if the RFP has also been shared with consulting firms empanelled under Category 'A', 'B' and 'C', the above scoring criteria will almost rule out the possibility of Category 'D' empanelled firms to qualify.</p> <p>In view of the above, it is requested that the above criteria of scoring may please be modified. The consulting firm/CV of key personnel fulfilling the eligibility criteria of a minimum number of eligible assignments, may please be awarded a basic score, rather than awarding no score at all.</p>	No change is contemplated.
33	Terms of Reference	Data Collection Instruments, page 51	<p>The RFP document (Page 51) mentions that 'The drafts of the survey instruments (Questionnaires and discussion guides) would be provided by DMEO'.</p> <p>A. We understand that the drafts of the survey instruments that DMEO will share will include all types of instruments, that is, Key Informant Interviews (KII) Schedules, Focus Group Discussion (FGD) Topic Guides, Facility Visits Checklists/Schedules, and Short Data-oriented Questionnaire to be administered to FGD participants. It is requested to please clarify if our understanding in this regard is correct.</p> <p>B. The RFP document, however, does not present any details reading the length of the above schedules or average time that will be required to administer a schedule to a respondent. The details regarding which schedule will take on an average how much time to be administered completely; it crucial for assessing the resource and manpower deployment; and for estimating the budgetary requirement for undertaking the assignment. In view of this, it is requested to please clarify the average time that will be required duration that will be required to completely administer each of the above-mentioned data collection instruments individually.</p>	<p>Answer to A: Please refer to RFP TOR section 3.c.i which is self-explanatory.</p> <p>Answer to B: The schedules will be of appropriate length which would be required to cover the objectives of the study.</p>
34	Terms of Reference	Clause 8.2-Number of Case Studies, page no 60	<p>As per the RFP document (Page 60), as an appendix to the evaluation report, the consultants are required to submit case studies. However, the number of case studies to be presented is not specified in the document. Documentation of a case study is a specialized activity and will require spending time both, in field and off field. Thus, to estimate the time and resource requirement for documentation of case studies, it is pertinent to have an understanding about the number of case studies to be documented.</p> <p>In view of the above, it is requested to please clarify the number of case studies to be documented as part of the assignment.</p>	The consultant will identify and document suitable case studies.

35	Terms of Reference	Duration of the Assignment Table 6.1: Timeline for Deliverables Pg no. 58	As per the RFP document (Page 58), the proposed timeline for the assignment is 90 days. We would like to submit that the initial phases of the assignment would entail completing some of the most important activities of the assignment, that is, the preliminary meetings/consultations/interactions with DMEP and other concerned stakeholders, finalization of assignment protocols (including sampling), developing the evaluation framework, developing the data collection templates, pilot in 2% of the sample, etc. The success of the assignment would rely on these activities. Thus, these activities would require spending appropriate time on brainstorming interactions with DMEO/other stakeholders and in background preparations for the purpose. Besides, each of the components of the programme/schemes of Ministry of New and Renewable Energy, have varied nature and will have different means/modes of evaluation. Given its scope, the proposed assignment is complex assignment entailing qualitative-quantitative mixed data collee resource and manpower deployment; and for estimating the budgetary requirement for undertaking the assignment. In view of this, it is requested to please clarify the average time that will be required duration that will be enquired to completely administer each of the above-mentioned data collection instruments individually. dit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant.ve 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. Revi	Please refer to the Corrigendum of the RFP.
36	Appendix - I	Form 8 Certificate from the Statutory Auditor/Chartered Accountant, pg no 113 & 114	In Appendix-I Form-8 'Eligible Assignments of the Applicant', the consultants are required to also submit a 'Certificate from the Statutory Auditor/Chartered Accountant' certifying that the information contained in Column 5 of the said Form-8 is correct as per the accounts of the Applicant and/ or the clients. However, Column '5' in Form-8 is 'Name &Telephone No. of Client's representative'. We understand that this is a typographical error, and the Statutory Auditor/Chartered Accountant needs to certify the information contained in Column-7, that is, 'Payment of Professional Fees received by the Applicant'.  It is requested to please clarify whether our understanding in this regard is correct.	Please refer to the Corrigendum of the RFP.
37	Terms of Reference	Sampling pg no. 52-55	A minimum sample of 507 KILs and 130 FGDs has been provided at page number 52 for the overall study. Moreover, minimum sample for each scheme is also provided. We understand, even a lower sample size for a scheme can be suggested without reducing the overall minimum sample of 507 KILs and 130 FGDs for the project. It is requested to please clarify whether our understanding in this regard is correct.	Please refer to RFP TOR clause 4.b which is clear and self explanatory.
38		Covid 19 Pandemic:	We understand in case of sudden rise in covid cases and restrictions there might be alteration in data collection timeline/ deliverable. Moreover, option of virtual data collection may also be explored	Please refer to RFP TOR clause 6 which is clear and self explanatory.
39	Instructions to Applicants	2.2.2 (B) Financial Capacity, pg no 15	  We request you to clarify how the bidders will be marked for this criteria	Please refer to RFP clause 2.2.2 (B) which is clear and self explanatory.
40	Instructions to Applicants	2.2.2 (D) Conditions of Eligibility for Key Personnel, pg no 15	Team leader: Master's Degree (or equivalent) in Economics/ Statistics/ Management/ Energy/ Environment related subject (s), Deputy Team Leader: Master's Degree (or equivalent) in Economics/Statistics/Management/ Energy/ Environment/ related subject (s), We request you to consider Master's degree or equivalent in Social Sciences also for Team leader and Deputy Team leader position	No change is contemplated.
41	Instructions to Applicants	2.2.2 (D) Conditions of Eligibility for Key Personnel, Solar Energy Specialist and Economist, Pg no. 16	We believe that the Social Energy Specialist and the Economist would bring in technical expertise and might not have much experience in conducting studies covering minimum sample size of 250 respondents(as per the definition of eligible assignments). We request you to revise the eligible assignments for these two positions as relevant domain / technical experience.	No change is contemplated.
42	Instructions to Applicants	Clause 2.27 Indemnity, pg no. 30	The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services. We request you to cap the indemnity equal to the value of the agreement.	No change is contemplated.
43	Criteria for Evaluation	Clause 3.1.3 Scoring Criteria, Relevant Experience of the Applicant, pg no. 32	Please clarify the number of projects to be submitted under the category of eligible assignments and other similar work	Please refer to RFP clause 3.1.3 which is clear and self explanatory. Any number of assignments can be included by adding rows, if required.
44	Criteria for Evaluation	Clause 3.1.4: Eligible Assignments, pg no 33	(i) Solar energy related study in India covering a minimum sample size of 250 respondents OR (ii) Evaluation studies in energy sector in India covering a minimum sample size of 250 respondents, We request you to consider global experience in the sector for eligible assignments	No change is contemplated.



45	Criteria for Evaluation	Clause 3.4 Liability of the Consultant, pg no. 77	For any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher. This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value. Since, the findings of the study will be based on the data collected from the stakeholders of the schemes, consultant will not be responsible if any damage is caused to third parties because of that. We request you to modify this clause. We also request you to cap the consultant's liability equal to the value of agreement.	No change is contemplated.
46	Obligations of the Consultant & Criteria for Evaluation	Clause 2.2.2- To be eligible for evaluation of its Proposal, Page No. 15 & Clause 3.1.4 Eligible Assignments Page No. 33	(A) Technical Capacity: The Applicant must be a legal entity as per Applicable Laws; Individuals are not eligible to participate in this RFP. The Applicant shall have, over the past 6 (six) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4, Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs 25 lakhs for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD. We request the authority to consider Study based experience in any sector with no cap on professional fee. The modification would allow larger participation for the RFP and would enable the Authorities to select an agency from a larger pool of competitive service providers.	No change is contemplated.
47		RFP Page no. 53	We seek clarification if the assignment is to be carried out Pan-India or in select states as mentioned in RFP	Please refer to RFP TOR clause 4.b which is clear and self explanatory.
48		Clause 6 Deliverables & Timelines, page no. 58	If the assignment is to be executed Pan India we would request to kindly increase the days from 90 to 120.	Please refer to the Corrigendum of the RFP.
49		Clause 4. Primary Data Collection Methodology- Sampling Page no 52-55	<b>Sampling-</b> We seek clarification in terms of state wise and district wise sampling for evaluation. For example, if State A and State B are to be evaluated, then would the sample number of districts are expected to be same for both the states or the sampling strategy would differ etc.	Please refer to RFP TOR clause 4.b which is clear and self explanatory.
50		Clause 3.1.4 Eligible Assignments, page 33	<b>Eligible assignments-</b> We seek clarification on the term "energy sector". Does it mean any energy like wind, nuclear, tidal etc. or there is any specific energy that is being mentioned.	Please refer to RFP clause 3.1.4 which is clear and self explanatory.
51		Clause 2.2.2 (D) Conditions of Eligibility for Key Personnel, pg no.15	<b>Conditions of eligibility for key consultant-</b> We request you to remove this criteria that all the key consultants should have experience of working in one energy related project. We request to change this criteria to only evaluation related assignment and not energy related evaluation assignment	No change is contemplated.
52		Clause 3.1.4 Eligible Assignments, page 33	We request to decrease the minimum professional fee requirement of each eligible assignment from 25 Lakh to 10 Lakh	No change is contemplated.
53		Criteria for Evaluation, Clause 3.1.4, pg 33	For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"): (i) Solar energy related study in India covering a minimum sample size of 250 respondents, (ii) Evaluation studies in energy sector in India covering a minimum sample size of 250 respondents, <b>Clarification sought</b> - The current assignment is of strategic nature while the eligible projects represent capability of bidder to carry out surveys. Hence, we propose if the definition of eligible assignments can include the assignments where similar assessment of schemes is conducted by the consultant and not limit to represent their survey experience. Additionally, the minimum number of respondents for the "Eligible Assignments" is mentioned to be 250, which is quite high in projects related to energy sector where it is quite difficult to get as high as 250 respondents related to the subject. We propose the following as eligible assignments- 1. "Prior work in the area of solar energy with central/state government ministries/departments/PSUs in last 10 years" 2. "Evaluation studies in conducting survey in India covering a sample size of 100 respondents."	No change is contemplated.
54	Terms of Reference	4. Primary Data Collection Methodology b) Sampling,, pg no. 52	A minimum of 507 KIIs (including 248 interviews at different facility levels) and 130 FGDs are proposed to be conducted with the relevant stakeholders for the evaluation of the Schemes. <b>Clarification sought-</b> Given the duration of the assignment, the number of KIIs and FGDs (507 and 130 respectively) proposed is quite high. Additionally, these would include field visits to about 7-8 states for projects under different schemes, which seems quite challenging to be completed in the given short timeframe of 60 days. In the current pandemic situation, the consultant should be given the leverage to manage the consultations virtually, if the travel to a particular state/region is not possible due to Government restrictions. We also feel that 507KIIs interviews is too large a number to find the stakeholders as well as invite them for virtual consultations, where most of these would be government officials. Hence, we request you to kindly reduce the number of consultations (for both KIIs and FGDs)	No change is contemplated.
55		Appendix-I: Deployment of Personnel, Form 9, Appendix-I: Other Implementation Support Team Members, Form 10, page no 115-116	Person-Days by Week Numbers (20 weeks column), <b>Clarification sought-</b> In Form 9 and 10 the timeline is laid out for 20 weeks, wherein the project completion timeframe i.e. sign-off on the final evaluation report is given to be 90 days (~15 weeks)	Please refer to the Corrigendum of the RFP.

56	Terms of Reference, 6. Deliverables and Timelines; Table 6.1, page no.58	Timeline for Deliverables. <b>Clarification sought-</b> The proposed timeline of 90 days to carry out the consultations and submit the report is too short considering the scope of work. Request you to kindly increase the timeline to at least 150 days to conduct the consultations and complete the evaluation report.	Please refer to the Corrigendum of the RFP.
57	2. Instructions to Applicants; A. General; 2.2 Conditions of Minimum Eligibility of Applicants, pg 15	(D) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below: Economist: Master's Degree (or equivalent) in Economics/ Energy Economics. <b>Clarification-</b> We would request you to revise this to: Economist: Master's Degree (or equivalent) in Economics/ Energy Economics/ Management/ Statistics	No change is contemplated.
58	2. Instructions to Applicants; E. Appointment of Consultant; 2.26 Substitution of Key Personnel, pg 30	As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement. <b>Clarification-</b> We would request you to revise this to: As a condition to such substitution, a sum equal to 10% (ten per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.	No change is contemplated.
59	Terms of Reference; 3. Scope of Services, pg 51	c. The field study would also include the following: i. Finalization of the questionnaires/ discussions guides for focus group discussions and interview guides for in-depth interviews in consultation with DMEO. The drafts of the survey instruments (Questionnaires and discussion guides) would be provided by DMEO. <b>Clarification-</b> We would request you to let us know the number of tools, nature of tool-quant/qual and tentative length.	Please refer to RFP TOR section 3.c.i which is clear and self-explanatory.  The questionnaires/ schedules will be of appropriate length which would be required to cover the objectives of the study.
60	Terms of Reference; 4. Primary Data Collection Methodology, pg no. 52	Key Informant Interviews during Facility Visits A minimum of 20 KIIs should be conducted for the evaluation of the Solar Parks with key informants such as management and operational staff of the Solar Parks and any other relevant informant. The questionnaire (including the discussion guide) for the KIIs will be provided by DMEO which needs to be finalized by the Consultant with approval from DMEO. The questionnaire will have two components: (a) Quantitative information on the performance and operations of the plant (b) Discussions on the findings of the quantitative data. The questionnaire will be administered during the visit to the facilities <b>Clarification-</b> Please clarify, if 20 KIIs per Solar Park to be conducted, or 30 KIIs all together from 8 solar parks	Please refer to RFP TOR section 4.b which is clear and self-explanatory.  A minimum of 20 KIIs should be conducted across all the 8 Solar Parks.
61	Terms of Reference; 6. Deliverables & Timelines, pg 58	Draft Evaluation Report - T+75 days, <b>Clarification-</b> Qualitative data analysis (FGD, KII) will take substantial time. So, please let us know if one additional month can be allowed.	Please refer to the Corrigendum of the RFP.
62	AGREEMENT; 7. Liquidated Damages and Penalties, pg 84 & 85	6.2.2 Liquidated Damages for delay, In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. <b>Clarification-</b> We would request you to revise this to: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.25% (zero point two five per cent) of the Agreement Value per week, subject to a maximum of 5% (five per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.	No change is contemplated.
63	1. Introduction; 1.8 Schedule of Selection Process, page 11	Proposal Due Date or PDD - Monday, 21 February 2022, <b>Clarification-</b> We would like to request you for an extension to the submission deadline by a week i.e., from 21st February 2022 to 28th February 2022. Please let us know if this could be considered.	Please refer to the Corrigendum of the RFP.
64	2.2 Conditions of Minimum Eligibility of Applicants, (A) Technical Capacity, Page Number- 15	"The Applicant shall have, over the past 6 (six) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4." <b>Comment:</b> For wider participation it is requested to kindly increase the duration of projects required for eligibility and Technical evaluation from last 6 financial years to 10 years. Kindly consider.	No change is contemplated.

65	Clause 2.2.2 (D) Conditions of Eligibility for Key Personnel; pg no.15 & 16	<p><b>Team Leader, Existing Clause</b> - Master's Degree (or equivalent) in Economics/ Statistics/ Management/ Energy/ Environment related subject (s)</p> <p>Length of Professional Experience: 15 Years <b>Revised Clause</b>-Master's Degree (or equivalent) in Economics/ Statistics/ Management/ Energy/ Environment / Engineering related subject (s)</p> <p>Or</p> <p>Bachelor's Degree (or equivalent) in Economics/ Statistics/ Management/ Energy/ Environment / Engineering related subject (s) with 20 years of experience. <b>Deputy Team Leader - Existing Clause</b>- Master's Degree (or equivalent) in Economics/Statistics/Management/ Energy/ Environment/ related subject (s)</p> <p>Length of Professional Experience: 10 Years, <b>Revised Clause</b>-Master's Degree (or equivalent) in Economics/ Statistics/ Management/ Energy/ Environment / Engineering related subject (s)</p> <p>Or</p> <p>Bachelor's Degree (or equivalent) in Economics/ Statistics/ Management/ Energy/ Environment / Engineering related subject (s) with 15 years of experience. <b>Solar Energy Specialist-Existing clause</b>-Master's Degree (or equivalent) in Energy/ Environment or related subject (s)</p> <p>Length of Professional Experience: 8 Years, <b>Revised Clause</b>-Master's Degree (or equivalent) in Energy/ Environment/Engineering or related subject (s)</p> <p>Or</p> <p>Bachelor's Degree (or equivalent) in Economics/ Statistics/ Management/ Energy/ Environment / Electrical Engineering related subject (s) with 10 years of experience. <b>Economist-Existing</b></p>	No change is contemplated.
66	Clause 2.15-Financial Proposal, page 25	Rate to be quoted for the assignment should be inclusive of GST or Exclusive of GST kindly clarify.	Please refer to Bill of Quantity excel format and RFP Appendix-II, Form-2: Financial Proposal, which is clear and self explanatory.
67	2.26 Substitution of Key Personnel, 2.26.2, Page number- 30	Penalties under substitution of Key Experts for First Substitution of 10% and 2 <sup>nd</sup> substitution of 20% may be may be considered instead of 20% and 50%., Kindly consider.	No change is contemplated.
68	2.26 Substitution of Key Personnel, 2.26.2, Page number- 30	Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement. <b>Comment:</b> It is requested to kindly modify the clause as ; First Substitution may result in penalty of 10% of remuneration and 2nd substitution may result in penalty of 20% in remuneration. Kindly consider.	No change is contemplated.
69	6.3 Mode of billing and payment, (a), Page number- 83	"A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in four equal instalments from the first four stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the fifth instalment due and payable thereafter." <b>Comment:</b> It is requested to kindly consider the mobilization advance as interest free as bank guarantee is also to be deposited if advance is sought by the consultant.	No change is contemplated.
70	Terms of Reference, Para 4b. Sampling, Page number- 52	As per TOR, 130 FGDs are to be conducted with villagers, beneficiaries etc. in the identified locations. <b>Comment:</b> If the districts for study have been identified, the same may be kindly shared.	Please refer to RFP TOR section 4.b which is clear and self-explanatory.
71	RFP Page no. 4	Time extension of at least two weeks may be granted from the date issued of pre-bid minutes.	Please refer to the Corrigendum of the RFP.