

Bid Corrigendum

GEM/2024/B/4547646-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
3. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Bureau of Energy Efficiency payable at New Delhi
. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
4. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Bureau of Energy Efficiency payable at New Delhi
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
5. Buyer uploaded ATC document [Click here to view the file](#).

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any

Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

Minutes of the Pre-Bid Meeting convened on 12.02.2024 via online mode regarding RfP for “Hiring of Retainer Consultant/ Agency to Setup Project Management Unit for Public EV Charging Infrastructure in India” are as follows:

GEM Bid Number: GEM/2024/B/4547646 dated 29.01.2024

| Sl. No | Reference Section & Page Number on RfP document | Clause | Queries/Comments/Requests | Response |
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| 1. | Page 2, Section 1- Critical information | Last date for submission of bids - 19th February 2024 by 15:30 hrs | Request to extend the last date of submission till 8th March, 2024 owing to criticality of the bid and the anticipated amendments post pre-bid meeting on 12th February 2024. Kindly consider. | Last date of bid submission is extended to 26 th Feb 2024 at 15:30 hrs. |
| 2. | Page 6, Section 3 – Scope of work | Scope of Work - The Agency will provide 2 (two) nos. of dedicated e-mobility experts. | Considering the Roles & Responsibilities of PMU, it is requested to consider two (2) additional team members/technical support along with Team Leader and IT Expert, in the PMU team with following qualifications: B.Tech in Electrical/Mechanical and Automation /Automobile/Electronics/ Power Electronics/ Chemical with Total experience of more than 5 years. Out of which at least 3 years' experience in e-mobility. | Only one additional member is permitted Technical expert Education: BE/B.Tech in Electrical/Mechanical and Automation /Automobile /Electronics/ Power Electronics/ Chemical Experience: Minimum experience of 5 years including 3 years in e-mobility including but not limited to experience mentioned in Clause 4, Sub Clause 1.1 under heading |

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| | | | | <p>“Educational and Experience criteria” of Team Leader.</p> <p>Should be a Certified Energy Manager.</p> |
| 3. | Page 6, Section 3 – Scope of work | Scope of Work – Roles and responsibilities of PMU | <p>Roles and Responsibilities of PMU involves various areas of expertise such as technical inputs in the field of electric vehicle charging/e-mobility, procurement, capacity building, coordination, supervision and monitoring, appraisal of project proposals, budgeting, financial modelling, outreach programme, M&E matrix etc. However, only one relevant expert (Team Leader) has been sought. One expert may not be sufficient to deliver all the responsibilities. It is suggested to include the following experts as part of the team to execute all the responsibilities efficiently and up to satisfaction of BEE:</p> <ul style="list-style-type: none"> • Procurement Expert with experience of 4 years in procurement. • Interface/ Coordination Expert • MIS Expert | <p>Team of only three members is required:</p> <ol style="list-style-type: none"> 1. Team leader 2. Technical Expert 3. IT Expert |

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| | | | <ul style="list-style-type: none"> • Outreach and Capacity Building Expert with experience of 4 years in areas. • Financial Expert with 4 years in financial modelling. <p>The above experts may be proposed to be deployed Intermittently as per the requirement and the payment shall be made as per the actual man-month deployed.</p> | |
| 4. | Page 6, Section 3 - Scope of Work | <p>Roles and responsibilities of PMU:</p> <p>1. The PMU will review existing National and State specific policies towards development of EV ecosystem including charging infrastructure.</p> | <p>Bidder per se cannot provide any legal advice as the same is restricted by statute. Please confirm if this is ok.</p> | As per RfP |
| 5. | Page 6, Section 3 - Scope of Work | <p>Roles and responsibilities of PMU:</p> <p>13. The PMU will support BEE in conducting various capacity building seminars /workshops/meetings etc. with various stakeholders.</p> | <p>Please confirm as to how many capacity building sessions, seminars, workshops to be conducted by us. Please confirm if the same will be virtual or physical. We understand that venue and logistics costs of all these capacity building initiatives will not be borne by the PMU.</p> | <p>Overall organization of the workshops, including identification of expert resources, shall be responsibility of PMU. In this regard, cost shall be borne by BEE.</p> |

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| 6. | Page 6, Section 3 - Scope of Work | <p>Roles and responsibilities of PMU:</p> <p>14. The PMU will support BEE during various audits / inspections / investigations and will follow up prepare and submit to BEE the replies on the comments / observations raised by any stakeholder.</p> | Bidder understand that this would be restricted to qualitative reviews, progress monitoring, etc. Please confirm that the PMU is not expected to audit the quality of materials being deployed and / or audit other parameters such as actual cost of equipment / materials being deployed vs planned expenditure, etc. | As per RfP |
| 7. | Page 6, Section 3 - Scope of Work | <p>Roles and responsibilities of PMU:</p> <p>The PMU will support BEE in Verification of the invoices of the agencies working for the project.</p> | What kind of verification is required. By statute, Bidder is not allowed to do any verification of invoices of any agencies. We request you to remove this point. | As per RfP |
| 8. | Page 7, Section 3 - Roles and responsibilities of PMU | Costing towards design or development (soft copies) of awareness and dissemination material developed by BEE during the term of engagement must be included as a part of financial bid. | Kindly clarify that which kind of costing needs to be included in the financial bid if the awareness and dissemination material will be developed by BEE. What would be the basis of the cost estimation? | As per RfP |

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| 9. | Page 7, Section 3 - Roles and responsibilities of PMU | The PMU may be asked to utilize their resources present in states for identifying stakeholders and providing assistance in carrying out various demonstration projects and awareness programmes. | As per TOR, the team shall be placed in BEE and they will travel to state departments as and when required (No resource will placed in the states). Kindly clarify which resources are being referred in the clause. | As per RfP |
| 10. | Page 7, Section 3 - Roles and responsibilities of PMU | The PMU agency shall utilize and deploy any resources present within the agency to forward Bureau of Energy Efficiency's initiative (develop business/financial model, designing team etc.) | As per TOR, two experts need to be deployed (Team Leader and IT specialist). Requirement of any additional resources (other than 2 experts mentioned in the TOR) may please be specified. | As per RfP |
| 11. | Page 8, Section 3 - Scope of Work | Note (c): The PMU agency shall work together with third parties wherever commissioned by the BEE. BEE is not responsible for these third parties or their performance, when the work is assigned to PMU agency to co-ordinate with them. In addition, the PMU agency must comprehensively coordinate their services with its own services, as far as possible. | Bidder understands that the consultant's responsibility would be limited to coordination activities only and not ensuring performance and commitments to specified timelines / milestones specified by BEE for those third parties. Also, the nature of services under the coordination would be limited to high-level monitoring of their activities and reporting to BEE. Please confirm. | As per RfP |

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| 12. | Page 8, Section 3 - Scope of Work | Note (e): The PMU agency shall employ the staff specified in bid to implement performance of the Services. | <p>Bidder wants to know if the entire team, including the team leader, is expected to be deployed for full-time at BEE office in Delhi.</p> <p>We would kindly request BEE to allow the team to work on a remote basis and be available in person as per requirement of BEE.</p> <p>In addition, we would kindly request BEE to allow the Team Leader to be deployed on a 50% efforts basis with a 100% availability in person, as and when required by BEE.</p> | PMU will be stationed at BEE office or at any other Ministry or department of Central government as per directions of BEE for the tenure of engagement on regular basis. |
| 13. | Page 8, Section 4 – Team Composition and eligibility criteria for team members | Team Leader: Educational Qualification: - MBA with B.Tech in Electrical/Mechanical and Automation/Automobile/Electronics/ Power Electronics/ Chemical with Total experience more than 10 years post qualification. Out of which at least 8 years' experience. | Bidder requested to consider MBA/M.Tech with B.Tech in Electrical/Mechanical and Automation /Automobile/Electronics/ Power Electronics/ Chemical with Total experience more than 7 years post qualification. Out of which at least 3 years' experience in e-mobility. | Team leader- Education: MBA/MS/M.Tech with B.Tech in Electrical / Mechanical/Automation / Automobile/Electronics/ Power Electronics/ Chemical Experience: Minimum experience of 8 years including 5 years in e-mobility |

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| | | | | Certified Energy Manager will be preferred. |
| 14. | Page 8, Section 4 – Team Composition and eligibility criteria for team members | Team Leader: Educational Qualification: - MBA with B.Tech in Electrical/Mechanical and Automation/Automobile/Electronics/ Power Electronics/ Chemical with Total experience more than 10 years post qualification. Out of which at least 8 years' experience. | Bidder requested that Educational Qualification may be modified as B.Tech in Electrical/Mechanical and Automation/Automobile/ Electronics/Power Electronics/Chemical. Experience in following may also be included as relevant experience for Team Leader for the project: a. Experience in Public transport projects including Railway electrification projects, power supply installations for metro projects, planning of infrastructure for e-buses etc. b. Inspection of Batteries/battery chargers/EV chargers. | Experience of Team Leader may include following projects: a. Experience in Public transport projects including Railway electrification projects, power supply installations for metro projects, planning of infrastructure for e-buses etc. b. Inspection of Batteries/battery chargers/EV chargers. |
| 15. | Page 8, Section 4 – Team Composition and eligibility criteria for team members | Number of team members required in RfP: Team Leader – 1 no. IT Expert – 1 no. | Bidder request to consider team composition: Project Director, Team Leader, Technical expert, IT expert Team Leader, Technical expert, IT expert will be stationed at BEE office. Project Director would be | PMU composition is as follows: Team Leader- (one) Education: MBA/MS/M.Tech with B.Tech in Electrical / Mechanical/Automation /Automobile/Electronics/ Power Electronics/ Chemical |

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| | | | visiting BEE office periodically and would attend the key meetings with senior level officials in BEE/MoP/MHI. | <p>Experience: Minimum experience of 8 years including 5 years in e-mobility</p> <p>Certified Energy Manager will be preferred.</p> <p>Technical Expert (one)</p> <p>Education: BE/B.Tech in Electrical/Mechanical and Automation / Automobile /Electronics/ Power Electronics/ Chemical</p> <p>Experience: Minimum experience of 5 years including 3 years in e-mobility</p> <p>Should be a Certified Energy Manager.</p> |
| 16. | Page 8, Section 4 – Team Composition and eligibility criteria for team members | Educational Qualification of IT expert: B. Tech. (Computer Science / IT) / BCA (Regular full time) or MCA (with regular full-time BCA. Experience: - 3 years post Qualification | Bidder request to consider following amendment: B. Tech. (Computer Science / IT) / BCA (Regular full time) or MCA (with regular full-time BCA. Experience: - 2-year post | <p>IT Expert</p> <p>Education: B. Tech. (Computer Science / IT) / BCA (Regular full time) or MCA (with regular full-time BCA.</p> |

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| | | experience in design, development of Central Management Server architecture, web portal / mobile application related to electric Mobility, experience in implementation of OCPP/OCPI /OpenADR, integration and management of Payment Gateways related to ecommerce, experience in Development of APIs. | Qualification experience in design, development of Central Management Server architecture, web portal / mobile application related to electric Mobility, experience in implementation of OCPP/OCPI /OpenADR, integration and management of Payment Gateways related to ecommerce, experience in Development of APIs. | Experience: - 2.5 years post Qualification experience in design, development of Central Management Server architecture, web portal / mobile application related to electric Mobility, experience in implementation of OCPP/OCPI /OpenADR, integration and management of Payment Gateways related to ecommerce, experience in Development of APIs. |
| 17. | Page 8, Section 4 – Team Composition and eligibility criteria for team members | If any of the team leader/member/IT Expert leaves the project before completion of the project the same is to be replaced by the person either with the person having similar or higher educational and Experience, within 10 (including nonworking) days. | Replacement of resources within 10 days would be very difficult. We request BEE for giving at least 60 days for replacement of resources. | As per RfP |
| 18. | Page 8, Section 4 – Team Composition and eligibility criteria for team members | Team Leader experience: 1.1 (2): Three years in providing consultancy for erection and commission of | Bidder would like to kindly submit that such requirements would be restrictive and may not be directly relevant to the scope of work. | As per RfP |

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| | | Distribution sub-stations or EV Public Charging stations and related financial accounting. | Our request is to kindly remove such clauses and allow wider participation from much competent teams who have worked extensively on relevant aspects of e-mobility and charging infrastructure. | |
| 19. | Page 8, Section 4 – Team Composition and eligibility criteria for team members | Team Leader experience: (4): Three technical studies related to Grid Integration of EVs. | Bidder kindly request to consider one study instead of three. | As per RfP |
| 20. | Page 8, Section 4 – Team Composition and eligibility criteria for team members | Team Leader experience: 1.1 (7): Experience in preparation of state level action plans for e-mobility with focus on charging infrastructure planning and scenario building. | Bidder kindly request to consider national level strategy and action plan in addition to state level action plans. | Agreed |
| 21. | Page 10, section 6 - Technical Evaluation | 6.3.1 (i): Turnover upto Rs 1.5 crores: 3 Marks Turnover ≥ Rs 1.5 crores & less than Rs 2.4 crores: 5 Marks Turnover ≥ Rs 2.4 crores: 10 Marks | To ensure only reputed, experienced and qualified firms participate, we request you to consider the following: Turnover upto Rs 500 crores: 3 Marks Turnover Rs 500 crores & less than Rs 700 crores: 5 Marks | As per RfP |

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| | | | Turnover 2 Rs 700 crores: 10 Marks | |
| 22. | Page 10, Section 6 – Technical Evaluation | No of projects related to experience mentioned in 1.1 under “Team Composition and Eligibility Criteria for members” | Bidder request to kindly clarify the similar eligible projects as there is no such mention of 1.1 in the RFP. Bidder also request you to kindly consider the LIE projects for the same. | As per section 4, Team Composition and Eligibility Criteria for members given in RfP |
| 23. | Page 10, Section 6 – Technical Evaluation | No of projects related to experience mentioned in 1.1 under “Team Composition and Eligibility Criteria for members” | Bidder requests to include the following project experience for technical Evaluation for agency/Firm experience. <ul style="list-style-type: none"> • City Level Comprehensive Mobility plans • Detailed project reports for rail and road based public transport system. • Operational plan for E-buses | Agreed |
| 24. | Page 10, Section 6 – Technical Evaluation/Agency firm experience | Each Project will have 2.5 marks subject to maximum of 25 marks | Consultant is to show both national and international project experience, but the marks obtained for each project will be the same. Also, the RFP does not highlight any information regarding projects under 4.1 subsection. Kindly clarify. | Agreed only if international expertise in terms of experts who have worked on those particular projects is made available to Bureau of Energy Efficiency as and when required without any additional financial implication. |

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| | | | | An undertaking regarding the same is to be furnished at the time of bid submission. |
| 25. | Page 10, Section 6 – Technical Evaluation/Agency firm experience | No JV/consortium/sub-contracting is permitted | Joint venture/consortium/sub-contracting should be permitted for IT specialist. | Consortium is not permitted. |
| 26. | Page 11, Section 6, subsection 6.3.2 – Financial evaluation criteria | Financial bids of the agencies meeting the requirements of technical scores stated above, shall be opened and agency with the Least Cost Bid (L1) will get selected and made an offer to set up PMU at BEE. | Bidder request to kindly change the Financial Evaluation Criteria to QCBS (80:20). | As per RfP |
| 27. | Page 11, section 6.4 - Award of Contract | After completing negotiations BEE shall issue a Work Order to the selected Bidder. The Bidder will sign the contract after fulfilling all the formalities / preconditions within 15 days of issuance of the letter of intent. The Bidder is expected to commence the Assignment / job on the date within 7 days after signing of the contract. | Considering that the Bid Security may be forfeited, we request BEE to kindly allow around 10-15 days to respond on acceptance of the LOA / Draft Contract / furnishing of Performance Guarantee since the same will go for review by our internal Contract team/Finance team. | As per RfP |

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| 28. | Page 12, Section 7.1 – Procedure for Submission of Proposal | Procedure for Submission of Proposal: The Bidder must submit one original bid documents and one soft copy of the technical proposal documents (in searchable pdf form) duly signed by the authorized signatory of the Bidder. | As the RFP is uploaded on GeM portal, do we have to submit the bid on GeM portal or in hard copy? Kindly clarify. | Bidder has to submit the bids through GeM portal only. |
| 29. | Page 12, Section 7.3 - Bid Processing Fee | Bid Processing Fee: All bids must be accompanied by a bid processing fee of ₹5,000 (Five Thousand Rupees only) in the form of a crossed demand draft drawn on any nationalized/ scheduled bank payable at par in New Delhi, in favour of “Bureau of Energy Efficiency, New Delhi” for applying for the task. | If the bid submission is online, do we have to submit only Bid Processing Fee and EMD in hardcopy. Kindly clarify. | Hard copies can be submitted to BEE addressed to Secretary, BEE |
| 30. | Page 12, Section 7.4 - Earnest Money Deposit | Earnest Money Deposit: An Earnest Money Deposit (EMD) of ₹2,00,000 (Rupees Two Lakhs only) is to be deposited by the bidders by way of Banker’s Cheque/ Demand Draft drawn in favour of “Bureau of Energy | If the bid submission is online, do we have to submit only Bid Processing Fee and EMD in hardcopy. Kindly clarify. | Hard copies can be submitted to BEE addressed to Secretary, BEE |

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| | | Efficiency” payable at New Delhi. | | |
| 31. | Page 13, section 7.7 - Liquidated Damages | The agency hired shall attract Liquidated Damages at the rate 1% of the total cost of all resources per Quarter subject to a maximum of 10% of the total cost of all the resources per quarter. | <p>Bidder request that the LD should be made applicable only if the delay is solely attributable to the Consultant / Bidder.</p> <p>Bidder also request client for considering LD on the total cost of the specific resource found unavailable instead of total cost of all the resources.</p> | As per RfP |
| 32. | Page 13, Section 7.7 - Liquidated Damages | <p>Liquidated Damages: If the manpower provided by the hired agency for BEE’s PMU, stationed at BEE or any other location designated by BEE for the purpose of this contract is found unavailable for more than 2 weeks in continuation in any quarter during the effective contract period.</p> <p>The agency hired shall attract Liquidated Damages at the rate 1% of the total cost of all resources per Quarter subject to a maximum of 10% of the</p> | <p>Bidder request to consider following amendment: Limit the maximum Liquidated Damages, to 5% instead of 10% of the total cost of all the resources per quarter.</p> | As per RfP |

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| | | total cost of all the resources per quarter. | | |
| 33. | Page 14, section 7.11 - Confidentiality | BEE shall hold the copyrights over any of the data collected or compiled during the course of the awards. | <p>Bidder would like to kindly submit that while we can give the ownership of deliverables to the Client, our pre-existing IPR needs to be protected. Considering this we propose below language:</p> <p>“Upon expiration of this Contract or sooner upon written request of BEE all Confidential Information in the possession of the Vendor shall be returned to BEE or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of BEE. The Vendor's pre-existing IPR in the deliverables will still vest with the Vendor. Notwithstanding the foregoing, the Vendor retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Vendor may use or develop in connection with this Contract. The Vendor is</p> | As per RfP |

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| | | | not responsible if BEE infringes the IPR by modifying the deliverables submitted by the Vendor". | |
| 34. | Page 14, Section 7.11 – Confidentiality | Confidentiality: BEE require that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever. The Consultant who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the Consultant would be allowed to use the data or share the information with anyone else, except for the BEE. | Bidder request to consider following amendment: Except as otherwise permitted, neither of the parties may disclose to third parties the contents or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, | Provided prior written permission of BEE has been sought. |

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| | | | (d) is disclosed as necessary to enforce the receiving party's rights, under the Contract or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination. | |
| 35. | Page 14, Section 7.11 – Confidentiality | <p>BEE require that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever. The Consultant who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the Consultant would be allowed to use the data or share the information with anyone else, except for the BEE.</p> <p>BEE shall hold the copyrights over any of the data collected</p> | <p>Bidder propose additional language as follows:</p> <p>"The Vendor may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations".</p> | As per RfP |

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| | | or compiled during the course of the awards. | | |
| 36. | Page 14, Section 7.11 – Confidentiality | <p>BEE require that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever. The Consultant who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the Consultant would be allowed to use the data or share the information with anyone else, except for the BEE.</p> <p>BEE shall hold the copyrights over any of the data collected or compiled during the course of the awards.</p> | Bidder propose additional language as follows: "The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year". | As per RfP |
| 37. | Page 16, Section 7.19 - Termination of Contract | Termination of Contract: If BEE considers that the performance of the bidder is unsatisfactory, or not up to the expected standard, BEE shall | Bidder request to consider following amendment: In addition, the successful bidder may terminate the contract, or any particular Services, immediately | As per RfP |

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| | | notify the bidder in writing and specify in detail the cause of such dissatisfaction. BEE shall have the option to invoke the Performance Security and / or to terminate the contract by giving 30 days' notice in writing to the bidder if he fails to comply with the requisitions contained in the said written notice issued by BEE. | upon written notice to BEE if it reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations. | |
| 38. | Page 16, Section 7.19 - Termination of Contract | If BEE considers that the performance of the bidder is unsatisfactory, or not up to the expected standard, BEE shall notify the bidder in writing and specify in detail the cause of such dissatisfaction. BEE shall have the option to invoke the Performance Security and / or to terminate the contract by giving 30 days' notice in writing to the bidder if he fails to comply with the requisitions contained in the said written notice issued by BEE. | Kindly highlight what would come under the term "unsatisfactory". | As per RfP |

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| 39. | Page 16, Section 7.19 - Termination of Contract | At present, there is no option for Consultant to terminate | Bidder proposes below clause: "The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case: - Client does not make the payment to the Consultant. - Does not adhere to the arbitration judgement - if Bidder determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Bidder's performance Of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder." | As per RfP |
| 40. | Page 16, Section 7.19 - Termination of Contract | Termination of Contract: If BEE considers that the performance of the bidder is unsatisfactory, or not up to the expected standard, BEE shall notify the bidder in writing and specify in detail the cause of such dissatisfaction. BEE shall have the option to invoke the Performance Security and / or | Bidder requests to consider following amendment: In addition, the successful bidder may terminate the contract, or any particular Services, immediately upon written notice to BEE if it reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations. | As per RfP |

| Sl. No | Reference Section & Page Number on RfP document | Clause | Queries/Comments/Requests | Response |
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| | | to terminate the contract by giving 30 days' notice in writing to the bidder if he fails to comply with the requisitions contained in the said written notice issued by BEE. | | |
| 41. | Page 16, Section 8 - Terms of Payment | Lodging & Boarding- Reimbursement of single room rent on actual basis, subject to a maximum of Rs.3000/-per day (all-inclusive namely, rent, boarding, taxes etc.) | Bidder understand that the expert will travel Pan India covering metropolitan cities such as Mumbai, Bangalore, Hyderabad etc. The ceiling limit seems low and will not suffice the boarding and lodging requirements. It is suggested to increase the ceiling limit to Rs. 5000 per day. (excluding Daily Allowance) | As per RfP |
| 42. | Page 16, Section 8 - Terms of Payment | The agency shall provide quarterly reports detailing support provided by them to BEE for the mentioned duration. The agency shall raise invoice on quarterly basis along with this report for seeking payments. | We request BEE to kindly include a deemed acceptance period of say 15-20 days post which the reports / deliverables will be deemed as accepted. Otherwise, it may happen that our payments are withheld till the time BEE renders approval on the quarterly reports and deliverables. | As per RfP |
| 43. | Page 21, section 9.4 - CV of Team Members | CV of team members is to be provided in the format as Form | Please allow to engage IT specialist with in a specified tile after placing LoA. | CV of IT expert may be submitted to BEE within 15 days of issue of LoA at the time |

| Sl. No | Reference Section & Page Number on RfP document | Clause | Queries/Comments/Requests | Response |
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| | | 4 signed and accepted by the person. | BEE can define the time to deploy the IT specialist from the date of placing LoA. | of signing of contract. Agency may submit an undertaking to BEE assuring the same. |
| 44. | New clause on limitation of liability | - | <p>Kindly note that there is no clause which limits the consulting firm's liability. We request BEE to kindly incorporate below clause in the Contract.</p> <p>"Notwithstanding anything contained in the contract. BEE agrees that the Vendor shall not be liable to BEE, for any losses, claims, damages, liabilities. cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor. In no event shall the Vendor be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental. punitive, or exemplary loss, damage, or</p> | As per RfP |

| Sl. No | Reference Section & Page Number on RfP document | Clause | Queries/Comments/Requests | Response |
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| | | | expense relating to the services provided pursuant to this contract." | |
| 45. | New clause on Dispute Resolution and Arbitration | - | We kindly request BEE that both Parties should attempt to amicably resolve the disputes. In case amicable resolution is not possible, the dispute will be referred to Arbitration. Arbitration shall be as per the Arbitration and Conciliation Act 1996 and its amendments thereof. The governing laws shall be the laws of India. | As per RfP |

Clause 6.3 Evaluation of Proposal,
Sub Clause 6.3.1 Technical Evaluation to be amended as:

| Sl. No | Category | Max. Marks | Criteria |
|--------|-------------------------------|------------|--|
| (ii) | Team Leader (No. of Projects) | 15 | No. of projects related to experience mentioned in 1.1 under "Team Composition and Eligibility Criteria for members" between 1-3: 5 marks between 4-6: 10 Marks more than 6: 15 marks |

| Sl. No | Category | Max. Marks | Criteria |
|--------|---------------------------------------|------------|---|
| (iii) | IT expert (No. of Projects) | 10 | <p>No. of projects related to experience mentioned in 1.2 under "Team Composition and Eligibility Criteria for members"</p> <p>between 1-3: 3 marks</p> <p>More than 3 projects: 5 marks additional marks shall be awarded if experience is more than 3 projects.</p> <p>Additional 2 mark will be given to the IT expert having experience in electric mobility related projects</p> |
| (iv) | Technical Expert (No. of Projects) | 10 | <p>No. of projects related to experience mentioned in 1.1 under "Team Composition and Eligibility Criteria for members"</p> <p>between 1-3: 4 marks</p> <p>between 4-6: 7 Marks</p> <p>more than 6: 10 marks</p> |