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Addendum and clarification -01 (Dated: 17th Aug., 2017) : RFP - SARI/EI-2017-12 for Study on “Developing Regional Dispute Settlement Framework/Procedure and Mechanism for Advancing Cross Border Electricity Trade in South Asian Region “

SI No	Reference	Clause details	Queries	Amendments/Clarification
1	Annexure-IX- Draft Contract- ARTICLE IX: INDEMNIFICATION	Each party shall mutually indemnify and hold one another harmless against losses, claims, liabilities, or damages (including costs, reasonable attorney’s fees, and amounts actually paid in reasonable settlement thereof) that are sustained as a result of the negligent acts, errors,	<p align="center">J. Sagar Associates</p> <p>The draft contract provided in the RFP as Annexure XI, Article IX therein envisages mutual indemnification. For ease of reference clause is provided herein below: “Each party shall mutually indemnify and hold one another harmless against losses, claims, liabilities, or damages (including costs, reasonable attorney’s fees, and amounts actually paid in reasonable settlement thereof) that are sustained as a result of the negligent acts, errors, or omissions of the other party, its employees and agents, or for the improper performance or non-performance relating to activities hereunder. Indemnification under this paragraph shall be limited to the maximum amount payable under this agreement, except for losses, claims, liabilities or damages sustained in connection with an actual or alleged violation of law applicable to this agreement.”</p> <p>JSA Comment: As a firm policy and our standard terms of engagement, indemnification provided by us shall be capped at the fees agreed for the assignment. Necessary amendments will have to be made to this clause.</p>	<p>The existing Article IX- “Indemnification” appearing in the Annexure IX of the Draft Contract attached to RFP is here by deleted and substituted by the following:</p> <p>“Each party shall mutually indemnify and hold one another harmless against losses, claims, liabilities, or damages (including costs, reasonable attorney’s fees, and amounts actually paid in reasonable settlement thereof) that are sustained as a result of the negligent acts, errors, or omissions of the other party, its employees and agents, or for the improper performance or non-performance relating to activities hereunder. Indemnification under this paragraph shall be limited to the contractual fee payable under this agreement, except for losses, claims, liabilities, or damages sustained in connection with an actual or alleged violation of law applicable to this agreement.”</p>

2	Annexure-IX-Draft Contract-ARTICLE XI: DISPUTES	All disputes and/or differences and other questions in any way arising out of or relating to this Agreement, which cannot be settled amicably shall be referred to an arbitrator who shall be appointed by IRADe.....	<p style="text-align: center;">J. Sagar Associates</p> <p>The draft contract provided in the RFP as Annexure XI, Article XI therein envisages arbitration in case of failure to resolve dispute amicably.</p> <p>JSA Comment: As per our standard terms of engagement, we are restricted from entering into any agreement wherein disputes are to be settled by way of arbitration. Necessary amendments will have to be made to this clause as well.</p>	This is a standard clause in all the contracts. Therefore Article XI- “Disputes “appearing in the Annexure IX in the draft contract remains unaltered.
3			<p style="text-align: center;">J. Sagar Associates</p> <p>Whether documents/materials pertaining to the assignment would be provided to us?</p>	It is the sole responsibility of the bidder to ensure sourcing of documents/materials required for the assignment. However IRADe will make available the various relevant reports prepared under SARI/EI to the successful bidder. Further, IRADe may provide support and guidance to successful bidder/consultant to the extent possible but this will not relieve the bidder for timely performing duties in this regard.
4	Clause 3 (h) of TOR/Scope of work attached as Annexure-I to the RFP	h. As the study paper should reflect the nuances, opinions and suggestions of the concerned parties/stakeholders with the objective of developing consensus towards addressing	<p style="text-align: center;">J. Sagar Associates</p> <p>Whether travel within India is envisaged as per the assignment?</p>	<p>Please refer to clause 3 (h) of TOR/Scope of work attached as Annexure-I to the RFP.</p> <p>It may be clarified that primarily meetings are proposed to be held in Delhi. Further, even in case, it is held outside Delhi (i.e. within India), the expenses for attending meetings will be borne by the bidder/Consultant.</p>

5	<p>Clause 3 (f) and 3 (h) of the TOR/Scope of work attached as Annexure-I to the RFP.</p>	<p>f. Provide technical support and present the key findings on Regional Dispute Settlement Framework including the procedure and mechanism in SA Region in the “Regional Workshop on</p> <p>h. As the study paper should reflect the nuances, opinions and suggestions of the concerned parties/stakeholders with the objective of developing consensus towards addressing</p>	<p style="text-align: center;">J. Sagar Associates</p> <p>We understand that a workshop is likely to be organized by SARI/EI & IRADe, could you kindly confirm whether such a workshop is likely to be held outside in India and whether we are expected to travel for the same? If we are expected to travel, could you kindly confirm the approximate number of days for which the workshop is likely to held?</p>	<p>Please refer to the clause 3 (f) and 3 (h) of the TOR/Scope of work attached as Annexure-I to the RFP.</p> <p>It may be clarified that consultant will be required to provide technical support and present the key findings of the study in the workshop. Any logistic and travel cost for one number consultant will be borne by IRADe in case workshop is held outside India. However, in case workshop is held in India, the logistic and travel cost etc. will be borne by consultant. It may also be clarified that it will be a one day workshop.</p>
6			<p style="text-align: center;">Cyril Amarchand Mangaldas</p> <p>Request for Information RFP - SARI/EI-2017-12: Developing Regional Dispute Settlement Framework/Procedure and Mechanism for Advancing CBET in South Asian Region</p> <p>CBET, SARI/EI commissioned demand driven study on “Review of Electricity Laws, Regulations, Policies (EI&R&P) and legal structure of South Asian countries (SAC)”</p>	<p>Following reports i.e. 1) Regional Regulatory Guidelines for promoting cross border electricity trade in South Asia 2) Suggested Changes/Amendments in Electricity Laws, Regulations and Policies of South Asian Countries for Promoting Cross-Border Electricity Trade in the South Asian Region has been published as an outcome of the study on “Review of Electricity Laws, Regulations, Policies (EI&R&P) and legal structure of South Asian countries (SAC)”.</p>

This report has been mentioned in the RFP Annexure I, Point 2 and would be beneficial to understand the scope of proposed project and preparation of the proposal.

The report is available on the following weblinks-

1. [http://www.irade.org/IRADe-SARI-EI-Regional%20Regulatory-Guidelines%20\(July%202015\)-.pdf](http://www.irade.org/IRADe-SARI-EI-Regional%20Regulatory-Guidelines%20(July%202015)-.pdf)
2. http://www.irade.org/TF-1%20Report_Suggested%20Changes_Amendments_in%20Electricity%20Laws,%20Regulations%20and%20Policies%20of%20SAC%20for%20Promoting%20CBET%20in%20SA%20Region-Rajiv.pdf

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The last date for submission of the RFP - SARI/EI-2017-12 for Study on “Developing Regional Dispute Settlement Framework/Procedure and Mechanism for Advancing Cross Border Electricity Trade in South Asian Region” has been extended to **28th August, 2017 by 14.00 Hrs**

Issued by:

Dated: 17th August, 2017



Rohit Magotra

Assistant Director, IRADe