

## Addendum 01

**Dated: Tuesday, August 18, 2020**

This addendum is issued with respect to the **RFP No. - IRADe/SARI/2020-21/03 - Request for proposal for developing a white paper on “Regional Parliamentary Forum on Energy Cooperation and Energy Trade in South Asia”** issued on **31st July 2020**. This addendum has been issued to inform the following:

- a. The last date of submission of proposal submission has been extended to **28<sup>th</sup> August 2020**
- b. No further pre-bid queries for **RFP No. - IRADe/SARI/2020-21/03** will be accepted.
- c. The responses against pre-bid queries received for the above mentioned RFP is listed below:

### **A. Queries raised by ICF Consulting India Private Limited**

Queries	Response by IRADe
1. We request you to kindly confirm that the Consultant while performing its services will solely rely on the secondary data/information available on the public domain (free of cost) and shall not engage in any task requiring collection of primary data, including any overseas travel or purchase of any information sets at its own cost.	No, Consultant is also expected to tap into the data/information which are not available in public domain, through various networks, past experiences and from the contacts and the experiences of the consultant in working in such assignments.
2. Please confirm if the Consultant is permitted to engage associates in the form of a Consortium / Sub-contracting to enhance its technical capability, while the onus of the entire scope of work remains with the Lead bidder.	Yes, Consultant can engage associates in the form of a Sub-contracting, as given in Clause 5.7.8 of the RFP, under intimation to SARI/EI. But the responsibility and accountability will be that of the Lead bidder. Similarly, the consultant can engage in consortium, with the bid mentioning the consortium partners. However, the lead bidder shall be responsible and accountable for the work.
3. As the scope of services involve significant discussions with BBINS countries, which might require overseas travel / travel outside Delhi, please confirm that all travel related expenditure including but not limited to air tickets, accommodation, VISA fee etc. shall be borne by the Client at its own cost. The number of team members required for this task shall be decided in consultation with the Client.	Please refer to the 3.2. (F) of RFP, it is self-explanatory. The same is also reproduced below for quick reference. “For all meetings/workshop/consultation outside India, SARI/EI will bear the logistic cost i.e. international travel and stay charges of the consultant (one member). However, any logistical cost for meetings at SARI/EI Project Secretariat, as well as the meetings of the consultant within India with stakeholders, will be borne by the Consultant.”
4. In the interest of the project, could you please confirm if SARI/EI/IRADe would provide all requisite assistance to the Consultant in connecting with the	No, this comes under the responsibility of the Consultant. At the request of the Consultant, SARI/EI may facilitate assistance, limited to writing introductory communications etc. to



Queries	Response by IRADe
key/appropriate stakeholders in BBINS countries for collecting relevant information, which would broadly include writing letters to the authorities (the Consultant can draft these letters), providing relevant coordinates of the concerned stakeholders etc.	the key/appropriate stakeholders as proposed by the Consultant, however the primary responsibility towards identification and connecting with the key/appropriate stakeholders in BBINS countries for collecting relevant information etc. totally rests with the Consultant.
5. In this unprecedented scenario due to Covid-19, could you please confirm if the Consultant can collect the relevant information / data from the concerned stakeholders via online platform which might include Conference calls / Skype meetings etc.	Can be permitted depending on the situation.
6. We request you to kindly confirm the schedule of services as at present there is some ambiguity in the tender document. Further, given the detailed scope of services, we request you to kindly consider revising the delivery schedule to 5.5 months from the Zero date. In addition, could you please confirm if the Consultant is permitted to propose an alternative timeline for the deliverables in its methodology without altering the overall schedule.	There is no ambiguity in the schedule of services. Under Point no. 2 of 5.7.4 ARTICLE IV: Duration of the Contract, it is clearly stated, "Notwithstanding the above, the period of due performance of the obligation of the consultant may be extended by IRADe without deduction of any amount for the Consultant, if the delay is caused by IRADe due to the lack of finances, delay in instructions, act of God or Force Majeure." No change in delivery schedule
7. The indicated timeline of 4 months does not commensurate with the amount of work required to be accomplished under the scope of work. Requesting to increase timeline for submission to 6 months.	No change
8. In order to prepare a comprehensive proposal, we request you to kindly grant an extension of two weeks i.e. until 3 <sup>rd</sup> September 2020 to submit our proposal.	The last date of submission has been extended to 28 <sup>th</sup> August 2020

## B. Queries raised by PwC

SN	Page no./ Clause no.	Clause as per the RFP	Clarifications/Recommendations	Response
1.	Page no 4, 3.2, Scope of Work	<i>Detailed consultation meetings with relevant parliamentarians of BBINS</i> should be conducted for coming up with detailed suggestions and recommendations for formation of Regional Parliamentary Forum on Energy cooperation and Energy Trade in South Asia	We seek clarifications on whether the consultation meetings of the relevant parliamentarians with the consultants will be arranged by IRADE	It is the responsibility of the Consultant to arrange the meeting, however SAR/EI may provide support in communication in this regard if required.
2.	Page No-5, 3.4, Timeline of the Study	Four months from the date of award	The study requires the consultants to carry out an assessment of the existing parliamentary forums in South Asia tasked with addressing Energy cooperation and Energy Trade, conducting a critical review and analysis of the relevant international experiences across other geographies, carrying out consultations with relevant parliamentarians of BBINS, developing a detailed strategy along with the details on the creation, function, structure and mode of operation of the Regional Parliamentary Forum and proposing an implementation roadmap. Considering the exhaustive scope, we believe that the total time allocated for the study is limited and we would request extending the total timeline for the study to 6 months.	No change
3.	Page no. 8, 4.1.3 Resource Plan	Resource Plan	If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time	It is the responsibility of the consultant to manage the situation without any compromise in deliverables, quality and timeline.

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			such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.	
4.	Page no. 12, Section 4.2.7 - Bidder Acceptance of Conditions	A bid lodged in response to this Request for Bid does so with agreement to these Conditions of Bid unless any departures from these Conditions are detailed in the bid submission. IRADe reserves the right to reject or accept any departure from these Conditions of Bid, and thereby determine that the bid submission is non-conforming for that reason.	We understand that raising of conditions/deviations in the proposal are allowed and will not lead to non-compliance and technically non-responsive bids. Kindly confirm.	Conditional bids are not allowed. The RFP is modified accordingly. This clause has been removed. <del>4.2.7 Bidder Acceptance of Conditions</del> <del>A bid lodged in response to this Request for Bid does so with agreement to these Conditions of Bid unless any departures from these Conditions are detailed in the bid submission. IRADe reserves the right to reject or accept any departure from these Conditions of Bid, and thereby determine that the bid submission is non-conforming for that reason.</del>
5.	General	Confidentiality Obligations	Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. E.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:	We shall add the following clause to ARTICLE II: General Conditions of Agreement “Each party agrees that the existence of and the terms and conditions of this Agreement shall be treated as confidential, however, each party may disclose the terms and conditions of this Agreement: (i) as required by any court

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			Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.	or other governmental body; (ii) body or as otherwise required by law.” Information available on the Public Domain are not regarded as confidential information, but any analysis or modelling exercise done using this information will be treated as confidential information. This will require written consent of IRADe for disclosure.
6.	Page No 19,5.6 Annex VI: Draft Contract Clause No 6	Terms of Payment	It has been mentioned that the payment will be made against production of invoice in favour of USAID. In Article III, Section 5.7.3, it has been further mentioned that “ IRADe shall pay to the consultant a fixed price for the services to be provided as per this agreement” which implies that the invoice shall be raised to IRADe.  Please clarify whether USAID will also be a signatory to the contract. In case USAID is not a signatory to the contract, we would request the inclusion of the following clause “The consultant accepts no responsibility or liability or duty of care to USAID in connection with any services provided under the contract”	USAID is not a signatory to this contract. As the SARI-EI Project is a USAID funded Project, all bills and invoices need to be raised to USAID.  The clause is not included as of now. Discussions with USAID is in process.
7.	Page no. 23, Section 5.7.2 - ARTICLE II: General Conditions of Agreement	8. IRADe shall retain copyright of all documents prepared by the Consultant in relation to the services rendered.	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request to retain ownership of our pre- existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the	It is already mentioned that “all documents prepared by the Consultant <i>in relation to the services rendered</i> ”.

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			below clause. This is also the standard mentioned by MeitY in its guidelines. Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non- exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	
8.	Page no. 23, Section 5.7.2 - ARTICLE II: General Conditions of Agreement	9. The Consultant shall not engage in any activity which might conflict with the interest of IRADe under this agreement or the agreement of IRADe with Client.	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Cannot be defined, as the definition could cover wide ranging areas. Therefore, no change in the Tender Specifications.
9.	Page no. 23, Section 5.7.2 - ARTICLE II: General Conditions of Agreement	10. The consultant shall not, during or after the termination of the contract, disclose to any third party any information arising from the contract, other than in the proper performance of	Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:	No Change in the Tender specification. Already mentioned in point no. 5, if required by law, the information can be disclosed.

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		their duties, except with the prior written permission of IRADe.	Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	
10.	-	Confidentiality Obligations	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	Accepted
11.	Page no. 21, 5.7.2, Sl. No. 13	<p>The consultant shall keep IRADe indemnified in respect of any loss or damage or claim howsoever arising out of negligence on the part of the consultant in relation to the performance or otherwise of the services to be provided under this contract.</p> <p>Each party shall mutually indemnify and hold one another harmless against losses, claims, liabilities, or damages (including costs, reasonable attorney's</p>	<p>There are several remedies available under law and contract to you for such breach of obligations. For example, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p> <p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access</p>	No Change in the Tender specification. It is already mentioned "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"



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		<p>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>to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;</p> <p>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of</p>	



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			such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
12.	Page no. 18, Point No. 15	Survival: All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive the Contract Completion Date.	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	No Change in the Tender specification.
13.	Page no. 24, Section 5.7.12 - ARTICLE XII: Funders Terms and Conditions	Books, Records, and Accounts: The consultant shall maintain books, records and accounts sufficient to demonstrate the incurrence, expenditure, and allowability of all costs charged to the agreement. USAID, or any of their duly authorized representatives shall have access to such books, records and accounts as are directly pertinent to the activities funded by the	<p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p> <p>We also request IRADe to reduce the survival period of obligations to one year post expiry or termination.</p>	<p>No Change in the Tender specification. It is mentioned “pertinent to the services provided hereunder, for the purpose of making audits, examinations, excerpts, and transcriptions”</p> <p>The period of 3(years) remains unchanged.</p>

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		agreement. Consultant agrees that IRADe or USAID, shall have access to any books, documents, papers, and records of the Consultant that are directly pertinent to the services provided hereunder, for the purpose of making audits, examinations, excerpts, and transcriptions. These records shall be maintained for 3(three) years unless written approval is requested by the consultant and approval by IRADe is given in writing.		
14.	Page no. 25, Section 5.7.12 - ARTICLE XII: Funders Terms and Conditions	USAID Standard Provisions: As the Program of SARI/EI is being funded by USAID, the Standard Provisions of USAID will be applicable and binding for this contract.	Please share Standard Provisions mentioned here.	For USAID Guidelines please refer to <a href="https://www.usaid.gov/sites/default/files/documents/1868/305maa.pdf">https://www.usaid.gov/sites/default/files/documents/1868/305maa.pdf</a>
15.	General - Limitations of liability	Limitation of Liability	Client is requested to limit consultant's liability to 1X of the total contract value without exceptions. This is as per GFR and the guidelines issued by The Ministry of Electronics and Information	Limitation of liability included in ARTICLE IX: Indemnification. A revised version of the clause: "...

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			<p>Technology (MeitY). It is also the normal industry practice. Client may consider including the following language:  Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</p>	<p>Indemnification under this paragraph shall be limited to the maximum amount payable under this agreement and any other cost incurred by IRADe on behalf of the consultant under the project for travel, hotel and logistics support except for losses, claims, liabilities or damages sustained in connection with an actual or alleged violation of law applicable to this agreement.”  Since the consultant will not be using the systems of IRADe, the corruption of data in the IRADe systems is non-existent.</p>
16.	General	Deliverable Acceptance	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by The Ministry of Electronics and Information Technology (MeitY) in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:  <i>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the</i></p>	No change in tender specification

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			<i>agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</i>	
17.	General	No third-party disclaimer	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	No we do not agree to pay or reimburse for any additional liability incurred by you in connection with any claim by anyone else in relation to the services. Our liability is limited to the Contract Amount agreed for the services mentioned in the agreement.
18.	General	Bid submission timeline	Given the proposal requirements and approvals to be taken from the management based on above clarifications, we request you to extend the bid submission date by at least 7 days from the date of issue of amendment/corrigendum.	The timeline has been extended to 28 <sup>th</sup> Aug 2020

Issued by:

*Phalguni Dasgupta*

Phalguni Dasgupta

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