

## Addendum 01

Dated: Thursday, December 24, 2020

This addendum is issued with respect to the **RFP No. - IRADe/SARI/2020-21/05 - Request for proposal to conduct a Study on South Asia Energy/Electricity Regulations to develop Regulatory Road Map for Electricity/Energy Exchange and Energy Cooperation (EC) among South Asian Countries** issued on **7<sup>th</sup> December 2020**. This addendum has been issued to inform the following:

- a. The last date of submission of proposal has been extended to **15<sup>th</sup> January 2021**
- b. No further pre-bid queries for **RFP No. - IRADe/SARI/2020-21/05** shall be accepted.
- c. The responses against pre-bid queries received for the above mentioned RFP is listed below:

SN	Organization	Queries	Response by IRADe
1.	RTI International	Whether one or more bidders/ firms having complementary expertise related to the proposed RFP/ Study can participate/ bid jointly for the study as Consortium/ JV partners?	Yes, bidders/firms can jointly participate in this bid. There should be one firm to lead the consortium/JV.
2.		Given the proposed RFP/ study focuses on review of international experience/ global trends in setting of cross border electricity market and roadmap for electricity integration in South Asia region, kindly clarify whether firms registered outside India and having relevant international experience in cross border trading and market establishment can bid for the study.	Yes, they can also bid for the study, but bids must be submitted in Indian Rupees.
3.		Request for extension of submission deadline from 4 January 2021 to 15 January 2021 as several offices will be closed due to upcoming Christmas-New year holidays.	The last date of submission has been extended to 15 <sup>th</sup> January 2021

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4.	ICF	Request you to extend the bid submission date to 15 <sup>th</sup> January 2021 given the approaching holiday period (Christmas and New Year)	The last date of submission has been extended to 15 <sup>th</sup> January 2021
5.		Please clarify if the study is to be done for all eight South Asian countries which are covered under SARI/EI initiative, i.e. Afghanistan, Bangladesh, Bhutan, India, the Maldives, Nepal, Pakistan, and Sri Lanka.	Yes, it is to be done for all eight South Asian countries.
6.		The RfP mentions about conducting a study on South Asia Energy/Electricity Regulations to develop Regulatory Road Map for <b>Electricity/Energy</b> Exchange and Energy Cooperation (EC) among South Asian Countries. Please clarify if the 'energy exchange' here includes 'gas' as well.	Yes, it is to be done for all eight South Asian countries.
7.		Please clarify if SARI/EI/IRADe will assist project team in connecting with key/appropriate stakeholders in South Asian countries for collecting relevant information.	The consultant has to get the information itself. If the consultant is unable to connect on their own, SARI/EI/IRADe will support the consultant in connecting with appropriate stakeholders.
8.		Please clarify if sub-consultants can be engaged as part of project team. If yes, please clarify if credentials of complete team will be rather than lead bidder.	Sub Consultants can be a part of the Project Team. The CVs of all personnel listed on the Project Team is to be attached.
9.		Please clarify if project team can utilize Con-calls/Video conferencing /Skype calls to undertake stakeholder consultation and data collection.	Yes, agreed.
10.	CUTS International	Is there any indicative list of countries in the South Asian region that needs to be covered in the project? Or is it dependent on the relevant regulations and literature available for the topic of the study?	All eight countries of South Asia, i.e. Afghanistan, Bangladesh, Bhutan, India, the Maldives, Nepal, Pakistan, and Sri Lanka,

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			need to be covered for the study.
11.		Will the bidder be required to mention the details of the countries to be covered in the bid submission process, or that can be mutually agreed to during the inception meeting? Also, will Pakistan and Afghanistan be covered under the subject mentioned bid?	The reply to this is already covered under the point no. 4 above.
12.		Will the pre-bid queries from all prospective bidders be made available to them? If yes, we would request you to share a copy.	The response to all pre-bid queries are hosted on the <a href="http://www.sari-energy.org">www.sari-energy.org</a> & <a href="http://www.irade.org">www.irade.org</a>
13.	Deloitte	<p><b>Section 4.4: Payment Schedule</b></p> <p>It is requested to modify the clause as below, in line with effort that will be employed for these activities:</p> <ul style="list-style-type: none"> <li>▪ Inception report – 20%</li> <li>▪ Draft report – <b>40%</b></li> <li>▪ Revised draft report – 20%</li> <li>▪ Final Report – 20%</li> </ul>	Accepted
14.		<p><b>Annex VII: General Terms and Conditions of the Consultant Agreement</b></p> <p>It is requested to add a clause on limitation of overall liability of the consultant (similar clause is available under indemnity heading, though the same in a separate heading is preferred):</p> <p><i>“Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, 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/ Bidder /</i></p>	No change in the tender document

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		<i>Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.”</i>	

Queries raised by PwC				Response by IRADe
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15.	Page no 5, 3.B, Scope of Work	The contractor is expected to conduct detailed consultation meetings with SAFIR Working Group members and other relevant energy/power sector stakeholders such as ministry, regulators energy/power utilities etc. from South Asian countries	We seek clarifications on whether the consultation meetings with SAFIR working group members and other relevant stakeholders will be arranged by IRADe	The consultation meetings with relevant stakeholders need to be initiated by the Consultant engaged to undertake the study. In case of any roadblocks the Consultant may seek the help of SARI-EI Secretariat.
16.	-		In the ongoing scenario due to Covid-19, could you please confirm if the Consultant can collect the relevant information / data including consultations from the concerned stakeholders via online platform which might include Conference calls, online surveys etc .	Agreed.
17.	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 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	We understand the present situation due the COVID-19 pandemic. Working from remote location is acceptable to us. The team engaged under the assignment will be expected to meet the deliverables in the given timelines. This cannot be cited as reason for de-

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			etc. arising therefrom would be imposed on us under the Contract.	lay in performing the commitments under the contract. It is expected from the firm to plan their resources accordingly.
18.	General	Confidentiality Obligations	<p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. 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:</p> <p>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.</p>	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. Therefore no change in Tender document
19.	Page No 18,5.6 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.	USAID will not be a signatory to the contract. This is a USAID funded study therefore the consultant shall be responsible to USAID for the services delivered under the study.

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			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"	
20.	Page no. 22, Section 5.7.ii- ARTICLE II: General Conditions of Agreement	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 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	It is already mentioned that "all documents prepared by the Consultant <i>in relation to the services rendered</i> ".

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			such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	
21.	Page no. 22, Section 5.7.ii - ARTICLE II: General Conditions of Agreement	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.
22.	Page no. 22, Section 5.7.ii - ARTICLE II: General Conditions of Agreement	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 their duties, except with the prior written permission of IRADe.	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:  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.	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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23.	-	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
24.	Page no. 22, 5.7.ii, Sl. No. 13  Page no. 24, 5.7.ixAR- TICLE IX: Indemnification	<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 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>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. The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through</p>	<p>No Change in the Tender specification.</p> <p>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"</p>



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			<p>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; (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</p>	

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			claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
25.	Page no. 19, 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.
26.	Page no. 25, Section 5.7.xii - 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 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 hereun-	<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.</p> <p>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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		der, 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.		
27.	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:</p> <p><i>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</i></p>	No change in tender document
28.	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	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

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			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.	relation to the services. Our liability is limited to the Contract Amount agreed for the services mentioned in the agreement.
29.	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 last date of submission has been extended to 15 <sup>th</sup> January 2021

**Issued by:**

*Phalguni Dasgupta*

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