

### Addendum 01

This addendum is issued with respect to the **RFP No. - IRADe/SARI/2020-21/04 - Request for proposal for “Assessment of the Cross Border Natural Gas Trading (CBNGT) Potential in the South Asian Countries”** issued on **11<sup>th</sup> September 2020**. This addendum has been issued to inform the following:

- a. The last date of submission of proposal submission has been extended to **10<sup>th</sup> Oct 2020**
- b. No further pre-bid queries for **RFP No. - IRADe/SARI/2020-21/04** will be accepted.
- c. The responses against pre-bid queries received for the above mentioned RFP is listed below:

Queries raised by ICF			Response by IRADe
SN	Tender Condition	Bidder's Query	
1	Section 4.1.4: Sub Section A: Proposed Methodology: “This would include making presentation of the methodology by the bidder.”	ICF would like to seek clarity, if the presentation slides on methodology is to be submitted along with the technical bid or the same is to be submitted during the time of the presentation.	The Presentation slides need not be submitted along with the Technical Proposal. Invitation for the Technical Proposal Presentation will be sent at least 5 days before the date of presentation. The Presentations should be shared at least one hour before the scheduled Presentation
2.	Section 4.2.1: Sub Section 2: “The bidder may be requested to attend a pre bid meeting at his own cost.”	Due to the COVID19 situation, ICF requests to have the pre-bid meeting through a virtual platform and the link for the same shall be shared so that we are able to attend the same.	Agreed. The meeting would be virtual. The bidders will be given prior notification and the meeting invites will be sent informing the same if a Pre-Bid Meeting is scheduled.
3.	Section 4.2.1: Sub Section 7: Pointer iv: “Accept bids for the whole or part of the requirement/assignment.”	ICF requests to attend the meeting through a virtual platform, if the pre-bid meeting is being organized.	Covered in Point no.2
4..	Section 3 (A2.1 & A2.2): Scope of work: following: Review and analyse existing long-term Demand-Supply (D-S) projections for natural gas	ICF would like to understand if IRADe will accept past work done in the natural gas sector only from the specific agencies or if they are flexible as long	Demand supply projections may change with change in policy and regulatory environment, which could change depending

Queries raised by ICF			Response by IRADe
SN	Tender Condition	Bidder's Query	
	for each country, of the South Asian Countries, if available, till 2040, including its sectoral projections, considering the associated policy and regulatory environment of the natural gas sector	as the source is credible. It would be good to have a clarity if energy modelling exercise is required to be done necessarily for some countries to estimate the demand – supply analysis of some specific countries. This will enable clarity in scope and consulting firms will be able to evaluate the scope on same benchmark	on global priorities and the priorities of the respective country. So, the assessment would have to be done afresh.
5.	Extension of time for submission of bid	Refer to the letter sent on 16th September for extension of due date for bid submission (attached herein). We request to provide two weeks extension for the same.	The last date of submission has been extended to Saturday, 10 <sup>th</sup> October 2020.

Queries raised by KPMG					Response by IRADe
SN	Page No	Clause No.	Clause	Query/Recommendation	
1.	5 of 28	A. Scope of work A2.1	Review and analyse existing long-term Demand- Supply (D-S) projections for natural gas for each country, of the South Asian Countries, if available, till 2040, including its sectoral projections, considering the associated policy and regulatory environment of the natural gas sector	Client to kindly clarify the granularity of the demand projections for natural gas across segments in each country. Also for long term demand estimation till 2040 we expect that a top down approach would be adopted aligning it to macroeconomic indicators and considering associated policy and regulatory environment in each country.	The granularity for demand projections would be annually. The approach can be adopted as deemed fit by the consultant. This will further be discussed in detail during the Technical Proposal Presentation.
2.	6 of 28		Based on the above, analyse and identify regional CBNGT		Country-wise trading potential needs

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		A2.6	potential as well as country wise trading <b>potential for each of the SA country as well as the region</b> for the 20 years period (2020-2040). The CBNGT potential over various seasons should also be projected	Client to kindly clarify if trading potential needs to be arrived at country wise only and consolidated to form the total potential for the South Asian region	to be worked out, as well as the Region as a whole, after aggregation. This has to be done season-wise.
3.	8 Of 28	4.1.1	Cover letter to the bid should include the following information: i. Name, title, telephone, DUNS number	Client to kindly clarify what do we mean by DUNS number	Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services to an establishment, is the Contractor Identification Number for Federal contractors. Please refer to: <a href="https://2012-2017.usaid.gov/sites/default/files/documents/1868/302sao.pdf">https://2012-2017.usaid.gov/sites/default/files/documents/1868/302sao.pdf</a>
4.	9 of 28	4.1.4 Proposed Methodology	This section should demonstrate the bidder's responsiveness to the scope of work by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics; and	Client to kindly clarify that the detailed presentation including bidders understanding of the scope, approach and methodology to be adopted to achieve the said objectives of the assignment needs to be submitted as part of the Technical proposal or a separate presentation date would be announced by the Cli-	The methodology needs to be given in the Technical bid. However, the Presentation slides need not be submitted along with the Technical Proposal. Invitation for the Technical Proposal Presentation will be sent at least 5 days before the date of presentation. The Presentations should be shared at least one hour before the scheduled Presentation

Queries raised by KPMG					Response by IRADe
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			demonstrating how the proposed methodology meets or exceeds the deliverables mentioned in the ToR. This would include <b>making presentation of the methodology</b> by the bidder	ent for the same to be presented to the Client's technical evaluation committee	
5.	9 of 28	4.1.4 Proposed Methodology	It is mandatory that the bidder's Bid numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the RFP	Request Client to kindly clarify the numbering methodology to be provided for all annexures	Not Mandatory for Annexures
6.	3 of 28	Bid Closing Time and Date	1800 Hrs. (1ST) on 1st October 2020	Request for extension of bid submission deadline to 08.10.2020 in order to facilitate completion of necessary internal approvals for bid submission	The last date of submission has been extended to Saturday, 10 <sup>th</sup> October 2020.
7.	General	General	Since the objective of the assignment is to map the trading potential of various South Asian countries. The bidder may leverage best practices, credentials and expertise available globally within its member firms across entities. Hence request Client to kindly accept the following:		If the credentials of the member firms are to be considered, a written agreement between the bidder and the

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			If the bidding entity is submitting credentials/ experience of its branch office/ parent/ sister/ sub licensee/ subsidiary/member of same network firm or member of same global firm, it may be considered provided a certificate is given by the authorized signatory of the bidding entity clearly mentioning that they would be able to draw international resources/ expertise from them as and when required to fulfill the commitments	branch office/ parent/ sister/ sub licensee/ subsidiary/member of same network firm or member of same global firm authorizing the same should be annexed in the Technical Proposal	

Queries by PwC				Response by IRADe
Sl. No.	Ref clause/ page no.	Clause as per RFP	Query	
1	A2, Page 3	Develop a Regional Natural Gas Trade Model (RNGTM) for the South Asian Region and undertake comprehensive modelling exercise to identify the CBNGT trading potential in the South Asian nations (Afghanistan, Bangladesh, Bhutan, India, Pakistan, Nepal, Sri Lanka & the Maldives) over a period of next 20 years. The CBNGT potential will be assessed by reviewing and analysing the following:	Is the study to be conducted on basis of secondary research or is travelling and primary survey expected to execute the scope of work? Owing to Covid-19 pandemic we don't envisage any travel during the engagement	Modelling exercise would have to be done using figures and realistic assumptions. These could be obtained in whatever manner the bidder feels suitable.
2	4.1.4, Page 7	a. This section should demonstrate the bidder's responsiveness to the scope of work by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics; and demonstrating how the proposed methodology meets or exceeds the deliverables	Methodology is to be provided in the technical response document as well as by a presentation when asked for?	Yes, Methodology is to be provided both in the Technical Proposal and also presented during the Technical Proposal Presentation

Queries by PwC				Response by IRADE
Sl. No.	Ref clause/ page no.	Clause as per RFP	Query	
		mentioned in the ToR. This would include making presentation of the methodology by the bidder.		
3	1, Page 1	Bids are due on 1st October 2020 by 1800 Hrs.	Considering its a multi country scope of work, we will need 10 working days post receipt of bid query responses to prepare the technical bid response. Kindly consider extension of bid closing date accordingly.	The last date of submission has been extended to Saturday, 10 <sup>th</sup> October 2020.
4	3B, Page 5	Deliverables	Will the report or deliverable be delivered into/distributed or published in the UAT (Nepal / Afghanistan)	Yes the deliverable will be published online and anyone can access it from the SARI Website

Queries by Deloitte					Response by IRADE
Sl. No.	Section No.	Page No.	Original clause	Queries/Comments	
1.	Section 5.6 Annex VI: Draft Contract	18	Clause 7: Payment schedule <ul style="list-style-type: none"> <li>Submission of inception report covering detailed methodology, approach, analytical framework,</li> </ul>	We request you to kindly consider the following changes in payment schedule: <ul style="list-style-type: none"> <li>Submission of inception report</li> </ul>	Revised Payment Schedule: <ol style="list-style-type: none"> <li>Submission of inception report covering detailed methodology, approach, analytical framework,</li> </ol>

Queries by Deloitte					Response by IRADe
Sl. No.	Section No.	Page No.	Original clause	Queries/Comments	
			<p>and steps for the entire assignment – 10%</p> <ul style="list-style-type: none"> <li>Submission of draft report covering all the analyses from A 1 to A 2 – 15%</li> <li>Payment Percentage for Final Report – 25%</li> </ul>	<p>covering detailed methodology, approach, analytical framework, and steps for the entire assignment – 15%</p> <ul style="list-style-type: none"> <li>Submission of draft report covering all the analyses from A 1 to A 2 – 25%</li> <li>Payment Percentage for Final Report – 10%</li> </ul>	<p>and steps for the entire assignment - 20%</p> <ol style="list-style-type: none"> <li>Submission of draft report covering all the analyses from A 1 to A 2 – 20%</li> <li>Submission of augmented draft report covering all the analyses from A 1-A 3 – 15%</li> <li>Submission of draft final report covering all the analyse from A 1-A 6 – 15%</li> <li>Present the findings of the report to the stakeholders, incorporate the suggestions and comments, and submit the revised draft final report -10%</li> <li>Final report – 20%</li> </ol>
2.	Section 5.6 Annex VI: Draft Contract	19	Clause 15: Survival: All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive the Contract Completion Date.	<p>We request you to kindly consider the following: All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive for a period of one (1) year</p>	No Change in the Tender Document
3.	5.7.2 ARTICLE II:	22		<p>We can give the ownership of deliverables to the client. However, pre-existing IPR in the deliverables will still be</p>	No Change in the Tender Document. It has been specifically mentioned “in relation to the services rendered.”

Queries by Deloitte					Response by IRADe
Sl. No.	Section No.	Page No.	Original clause	Queries/Comments	
	General Conditions of Agreement		Clause 8 - IRADe shall retain copyright of all documents prepared by the Consultant in relation to the services rendered.	<p>with consultant. We request you to kindly consider the following: Considering this we propose below language: “Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of consultant shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, consultant retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that consultant may use or develop in connection with this Contract. Consultant is not responsible if the client infringes the IPR by modifying the deliverables submitted by consultant.”</p>	
4.	5.7.2 ARTICLE II:	22	Clause 12: The consultant shall not without the written consent of IRADe, in any way assign or transfer his/her obligations	We kindly request you to make this clause mutual. Since we are an audit firm as well, to ensure that there is no	No Change in the Tender Document.



Queries by Deloitte					Response by IRADe
Sl. No.	Section No.	Page No.	Original clause	Queries/Comments	Response by IRADe
	General Conditions of Agreement		under this agreement or any part thereof to anyone, failing which, the contract may be rescinded by IRADe.	independence impairment, you are requested to kindly take approval from us before assigning the project	
5.	5.7.2 ARTICLE II: General Conditions of Agreement	22	Clause 13: 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	We kindly request you to delete this clause.	No Change in the Tender Document
6.	5.7.4 ARTICLE IV: Duration of the Contract	22	Clause 1: The agreement is deemed to commence on the date specified earlier. Any delay in the completion of the obligation on the part of the consultant shall entitle IRADe to terminate the agreement and deduct the amount of the consultant proportionate to the work remaining incomplete. The decision of IRADe in quantifying the amount of such deduction shall be final and binding	We request you to kindly consider the following: The Consulting Firm / Consultant shall pay to the Client as Liquidated Damages a sum of half percent (0.5%) of the total contract value for each week of delay or part thereof if the delay is solely attributable to the Consultant. However, the total liability of the Consultant / Bidder as per this clause shall not exceed 5% of the total contract value.	No Change in the Tender Document
7.	5.7.6 ARTICLE VI: Penalty for Late	23	Deliverables must be submitted to IRADe his/her designee on the date agreed	We kindly request to define acceptance criteria as “satisfactory completion” is a subjective.	Satisfactory submission would be in accordance with the Scope of Work, and is therefore not subjective.

Queries by Deloitte					Response by IRADe
Sl. No.	Section No.	Page No.	Original clause	Queries/Comments	
	Submission of Deliverables		upon. Payments are subject to satisfactory submission of all deliverables.		
8.	5.7.6 ARTICLE VI: Penalty for Late Submission of Deliverables	23	Should the Consultant fail to submit deliverables as required under this agreement for more than 5 (five) business days past the deadline, IRADe shall withhold all payments associated with the outstanding deliverables and may exercise the termination clause as outlined in Article VII - Termination of this contract. IRADe shall have the option to terminate this agreement in the event	We kindly proposed a slab to slab to charge penalty as mentioned below, The Consulting Firm / Consultant shall pay to the Client as Liquidated Damages a sum of half percent (0.5%) of the total contract value for each week of delay or part thereof if the delay is solely attributable to the Consultant. However, the total liability of the Consultant / Bidder as per this clause shall not exceed 5% of the total contract value.	No Change in the Tender Document
9.	5.7.7 ARTICLE VII: Termination	23	Consultant materially breaches any of the terms and conditions set forth herein. Consultant shall receive advance written notification of termination, a description of the nature of the breach and, if applicable, the opportunity to remedy or cure any such breach of terms as described below in Article XI - DISPUTES. In the event of termination, such right to terminate shall be IRADe sole remedy at law and equity. IRADe may require reimbursement of any expenses improperly	Consultant should be given time to provide clarification before termination. We kindly propose the below language: “Client may terminate the Contract, by not less than thirty (30) days written notice of termination to the Consultant If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or with any further period	No Change in the Tender Document. This has covered in 5.7.7 ARTICLE VII: Termination: Either party shall have the option to terminate the contract if either party fails to perform its obligations under this, and fails to cure any such material breach in performance within thirty (30) days after written notification by the other party thereof.

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Sl. No.	Section No.	Page No.	Original clause	Queries/Comments	Response by IRADe
			incurred prior to termination in a sum not to exceed the total contracted amount.	as the Client may have subsequently approved in writing”	
10.	NA	NA	NA	<p>Kindly note that currently the liability of the consultant is unlimited there is no clause which limits consultant’s liability.</p> <p>We kindly request the client to incorporate clause mentioned below in the contract.</p> <p>“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 / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special,</p>	<p>Limitation of liability included in ARTICLE IX: Indemnification. The following has been added to the clause: “....Consultant’s liability in aggregate under this Agreement and for all claims connected to it shall be limited the amount of fee paid to consultant for Services. Nothing in this Agreement Limits Consultant’s liability for direct losses or damages arising from consultant’s fraud, gross negligence, deliberate breach of duty, breach/violation of applicable law or any other liability which cannot be limited by law.”</p>

Queries by Deloitte					Response by IRADe
Sl. No.	Section No.	Page No.	Original clause	Queries/Comments	Response by IRADe
				indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.”	
11.	NA	NA	NA	Please clarify if SARI/EI will facilitate consultations with key stakeholders and Government authorities in South Asian Countries under the study.	SARI/EI will facilitate consultations with key stakeholders and Government authorities in South Asian Countries under the study.
12.	NA	NA	NA	Please clarify if the interactions and presentation of finding to the stakeholders can be carried over Virtual platforms given the Covid-19 scenario. In case face-to-face workshop is planned, we understand that the consultant will be reimbursed for expenses incurred towards the workshop.	The interactions w.r.t. stakeholder consultations, meetings, etc, during the times of COVID 19, would be held over virtual platforms.
13.	NA	NA	NA	Please clarify if the consultant will be reimbursed for any expenses incurred towards travel, and hotel stays outside New Delhi	No SARI/EI will facilitate consultations with key stakeholders and Government authorities in South Asian Countries under the study. For all meetings/workshops outside India, SARI/EI/IRADe will bear the logistic cost i.e. international travel and stay

Queries by Deloitte					Response by IRADe
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					charges of the consultant (one member). Monthly meetings are proposed to be held with the consultant at the SARI/EI Project Secretariat. However, any logistic 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.

Issued by:

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