

Addendum 01

Dated: 10th Jan 2020

This addendum is issued with respect to the **RFP No.: IRADe/SARI/2019-20/09 - Request for Proposal for developing a Strategy/White Paper on Creating Regional Technical Institutional Mechanism i.e. South Asian Forum of System Operators (SAFSO) in South Asia Region for Promoting Cross Border Electricity Trade (CBET)** issued on 11th December 2019. This addendum has been issued to inform the following:

- a. The last date of submission of proposal submission has been extended to **20th Jan 2020**
- b. The responses against queries received for the above mentioned RFP is listed below:

S. No.	Ref. as per RFP	Clause as per RFP	Clarifications/Recommendations	IRADe's Response to queries
PwC				
1.	General - Limitations of liability	Limitations of liability	IRADe is requested to limit consultant's liability to 1x of the total contract value. It is the normal industry practice. IRADe 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	Limitation of liability is included in ARTICLE IX: Indemnification. A revised version of the clause: "... 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."

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			opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.”	Since the consultant will not be using the systems of IRADe, the corruption of data in the IRADe systems is non-existent.
2.	Page no. 10: 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.	Raising of conditions and deviations will not lead to disqualification
3.	Page no. 5: Section 3.1.2 - Scope of work: Strategy Paper on “South Asian	Point no. 8: Suggest a detailed Road map and along with action plan for implementation and rolling out of SAFSO.	Request to elaborate the activities to be covered under detailed Road map and action plan.	As one can discover from the general definition of the word ‘Roadmap’, it is the plan/guide for future actions. Para 3.1.1 of the bid document clearly states the objective towards formation of SAFSO and under point nos. 1 to 7 under Para 3.1.2 of the bid, there is

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	Forum of System Operator (SAFSO)"			a clear mention that the consultant shall come out with a Strategy Paper/Report covering the structure of SAFSO and the different functions to be performed by it, the manner/mode of operation and any outside support etc. it shall obtain in discharging such functions. It is natural that in the Roadmap to be suggested by Consultant the plans for all such plans/actions have to be covered including the time frame.
4.	Page no. 6: Section 3.2 Deliverables	1. Draft report covering the analysis and key findings within 60 days from the date of signing of contract. 2. Interim report incorporating the key findings of the South Asia Regional System Operators Workshop and suggestion made during Meetings with the concerned stakeholders in South Asian countries within 120 days from	Considering the given scope of work and the activities required to be undertaken, we request for extension of first deliverable to 90 days and rest two deliverables can remain at 60 days each. The timeline for next deliverable will start only after IRADe's acceptance of previous deliverable.	No change in the tender specification

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		date of signing of contract. 3. Final Report covering details as per the above scope of work within 180 days from date of signing of contract.		
5.	Page no. 12: Section 4.4 Payment schedule	Payment percentage	Since the majority of the work is proposed to be completed in the first deliverable, we request that the payment percentage for the first deliverable can be changed to 40% and rest two deliverables can remain at 30% each.	No change in the tender specification
6.	Page no. 7: Section 4.1.2 (b) Management / Organization Experience	The bidder should provide its Experience in similar projects. Further, in this section the bidder should give details of various projects that are successfully completed/being executed by the organization in the past three years. Please see Annex II for the format.	It is requested that the criteria for evaluating organization experience may be relaxed to allow projects that are successfully completely/ being executed in the past five years. This would allow us to demonstrate wider array of experience relevant to the prescribed scope of work.	Agreed. The bidder should give details of various projects that are successfully completed/being executed by the organization in the past five years
7.	Page No. 21: Section 5.7.2 - ARTICLE II: General	Point no. 8: IRADe shall retain copyright of all documents prepared by the Consultant in	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	It is already mentioned that "all documents prepared by the Consultant <i>in relation to the services rendered</i> ".

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	Conditions of Agreement	relation to the services rendered	<p>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 that we are allowed to retain ownership of our pre-existing IPRs, else we might be not being 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: "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</p>	<p>No Change in the Tender specification. Please issue a disclaimer wherever pre-existing copyrights have been used.</p>

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			meant for client's internal business operations.”	
8.	Page no. 21: Section 5.7.2 - ARTICLE II: General	Point no. 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. 21: Section 5.7.2 - ARTICLE II: General Conditions of Agreement	Point no. 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 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	No Change in the Tender specification

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		The Consultant will be signing a Non-Disclosure Agreement (NDA) with IRADe in this regard.	the following clause: "Consultant may disclose confidential information: (a) to its employees, directors and officers, 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." We also request IRADe to reduce the survival period of confidentiality obligations to one year post expiry or termination.	
10.	Page No. 22: Section 5.7.6 - Penalty for Late Submission of Deliverables	Deliverables must be submitted to IRADe his/her designee on the date agreed upon. Payments are subject to satisfactory submission of all deliverables. For non-excusable delayed deliverables without prior written agreement of IRADe representative, payment of any outstanding invoices will	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, 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: "Within 10 days (or any other agreed period) from	No Change in the Tender specification

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		<p>be withheld until satisfactory submission. 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</p>	<p>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." Our overall LD should to be capped to maximum 10% of the contract value. LD should be imposed if solely attributable to the bidder and should be tightly aligned to a well laid consultative process and ascertaining the cause of the delay in question.</p>	
11.	<p>Page no. 23: Section 5.7.8 - ARTICLE VIII: Subcontracting</p>	<p>Consultant should not subcontract any part of its activities described herein without the prior written consent of IRADe.</p>	<p>We may take assistance from our contractors or other PwC firms (each of which is a separate and independent) legal entity and may share confidential information with them in connection with this engagement. However, we remain solely liable to client for their acts; claims (if any) in relation to this</p>	<p>No Change in the Tender specification</p>

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			engagement will be routed solely through client and us.	
12.	Page no. 23: Section 5.7.9 - 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, 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	There are several remedies available under law and contract to you for such breach of obligations. For e.g., 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. 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.	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"

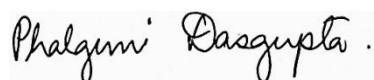
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		connection with an actual or alleged violation of law applicable to this agreement.		
13.	Page no. 24: Section 5.7.12 - ARTICLE XII: Funders Terms and Conditions	Books, Records, and Accounts: The consultant shall maintain books, records and accounts 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 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,	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. We also request IRADe to reduce the survival period of obligations to one year post expiry or termination.	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" The period of 3(years) remains unchanged.

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		<p>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.</p>		
14.	<p>Page no. 24: Section 5.7.12 - ARTICLE XII: Funders Terms and Conditions</p>	<p>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.</p>	<p>Please share such compliances. We comply with applicable laws of India. References to any other laws can be deleted and replaced with applicable laws of India.</p>	<p>Article X specifies the law and jurisdiction under the contract. This Agreement shall be governed by and construed in accordance with Indian Law and shall be subject to the jurisdiction of courts at New Delhi only. For USAID Guidelines please refer to https://www.usaid.gov/sites/default/files/documents/1868/305maa.pdf</p>
15.	<p>General</p>	<p>There is no restriction on the usage of deliverable. No third party disclaimers.</p>	<p>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</p>	<p>Not applicable. Therefore, no change in the tender specification</p>

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			legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	
16.	General	Confidentiality	We request to add the following in the clause: "The confidentiality obligations under this Contract will not apply to information already in the public domain or available to the bidder independently of this Contract."	No Change in the Tender specification
17.	General	Bid submission timeline	Given the detailed proposal requirements and action points 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 of proposal has been extended to 20 th Jan 2020
DNVGL				
18.	<i>General</i>	Would SAFSO have regulatory power as an Institution / Body / Association,		Consultant needs to contemplate on any such issue and cover under Strategy Paper/Report

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19.	<i>General</i>	whether consultant should have discussion with stakeholders for preparing study or study should help SAFSO to achieve its goal though discussion with stakeholders?		Consultant needs to contemplate on any such issue and cover under Strategy Paper/Report

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