

**Addendum 01**

**Dated: Tuesday, May 19, 2020**

This addendum is issued with respect to the RFP No. - IRADe/SARI/2020-21/02 - Request for proposal for Study on “Transition of bilateral power trade to trilateral and multilateral power trade in South Asia” issued on 29<sup>th</sup> April 2020. This addendum has been issued to inform the following:

- a. The last date of submission of proposal submission has been extended to **1<sup>st</sup> June 2020 by 1800 Hrs**
- b. Due to Covid-19 restrictions, the bidders can also submit the Technical and Financial Proposal to the Programme Administrator at [pdasgupta@irade.org](mailto:pdasgupta@irade.org). The Financial Proposal submitted should be password protected and the password to the Financial Proposal **should not** be shared. At the time of financial bid opening the qualified bidders will be sent a mail to submit the password for the Financial Proposal submitted on 1<sup>st</sup> June 2020.
- c. The responses against pre-bid queries received for the above mentioned RFP is listed below:

**1. Queries raised by PwC**

Sl. No.	Page no./ Clause no.	Clause as per the RFP	Queries/Recommendations	IRADe Response
1.	Page no. 4, D. Scope of Work	1. Carry out a comprehensive review, analysis and the evolution process of the different models of trilateral and multilateral power trade across the globe, including their detailed case studies. The important regions to be studied and analysed along with the case studies and best practices are mentioned below (but not limited to):	The extent of scope coverage for each region asked for in the proposal in very detailed. Hence, we request IRADe to specify maximum number of regions to be covered considering the report to be submitted in 60 days.	The list of regions to be covered is already mentioned in section D (1) of the scope of Work, which translates to a minimum of 7 Regions. Since the work is mainly of studying these Regions from the point of view of how trilateral trades are conducted and a summary of practices to be prepared, we feel that 60 days is enough for this task. On how to adapt it for South Asia is a later deliverable.  No change found necessary.

Sl. No.	Page no./ Clause no.	Clause as per the RFP	Queries/Recommendations	IRADe Response
2.	Page No 6, D. Scope of Work	The engagement requires the consultants to develop a “Draft Model Regional Framework for Trilateral and Multilateral Power Trade (MRFTMPT) and prepare the “Final Model Regional Framework for Trilateral and Multilateral Power Trade” based on stakeholder discussions and comments	<p>Based on our experience of drafting such agreements and finalising such agreements usually takes several stakeholder consultations and multiple iterations on account of the inherent complexity and different stages of power market maturity in the South Asian member nations. Considering the timelines made available for execution of this task (a total of ~3 months), we would suggest the following changes</p> <ul style="list-style-type: none"> <li>• Preparation of first Draft Model Regional Framework for Trilateral and Multilateral Power Trade (MRFTMPT)</li> <li>• Preparation of Second Draft Model Regional Framework for Trilateral and Multilateral Power Trade (MRFTMPT) taking into account the feedback and the comments received from the stakeholders</li> </ul>	<p>A total of 100 days from signing of contract, i.e. 40 days after examination of the international experience, is to be used to develop an interim Report for which consultations with South Asian countries are to be sought.</p> <p>Another 50 days are given for consultations, which SARI/EI would facilitate, and incorporating the suggestions and comments from the South Asian stakeholders.</p> <p>We find no change necessary.</p>
3.	Page No 6, D. Scope of Work	The Scope of work requires the consultants to suggested minimum set of strategic, policy, regulatory, legal, technical, commercial and operational changes required vis-a-vis its provisions/sections relating to CBET laws/regulations/rules/standards of each South Asian nation	The evolution of bilateral to trilateral/multilateral trade usually happens in multiple stages with initial changes in strategic and policy aspects followed regulatory/commercial aspects and finally the technical/operation aspects. Considering the current power trade situation in South Asia which is entirely bilateral in nature we would suggest that focusing on the changes required in strategic and policy aspects for promoting trilateral/multilateral trade would help in having effective stakeholder communication as	<p>This amounts to reducing the scope of work envisaged by us, which we do not find in order.</p> <p>No change necessary.</p>

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			<p>well as preparing the implementation roadmap for the Model Regional framework to be prepared under the engagement. Hence, we request the Scope to be reworded as follows</p> <p>“Suggest minimum set of strategic and policy, changes required vis-a-vis its existing policies with respect to CBET strategy/policy each South Asian nation</p>	
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.	Raising conditions and deviations will not lead to disqualification provided the deviations proposed do not lead to a change in the scope of work mentioned in the RFP
5.	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	<p>No Change in Tender Specification.</p> <p>This has already been covered in ARTICLE IV: Duration of the Contract in point no.2</p> <p>“Notwithstanding the above, the period of due performance of the obligation of the consultant may be extended by</p>

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			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 there from would be imposed on us under the Contract.	IRADe without deduction of any amount for the Consultant, if the delay is caused due to the lack of finances, delay in instructions, act of God or Force Majeure.”
6.	Page No. 12-13, 4.3 Bid Delivery Instructions	Delivery Address: Hard copy and soft copy in CD, of bid to be submitted by Hand Delivery/Registered Post to:	Considering the restrictions due to COVID-19 situation, delivering hardcopy and CD to IRADe office may not be practical. Hence, we request IRADe to accept proposals through online submission. Recently, few PSUs have allowed for bid submission via email. They have asked bidders to send separate PDF files of Technical and Financial proposal (password protected). IRADe can adopt same approach.	This has been agreed to.
7.	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:  Confidential information does not include any information which (i) is rightfully known to the	No Change in tender document. The confidentiality clause in point no. of 10 ARTICLE II: General Conditions of Agreement, point no. 10 reads:“ <i>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.</i> ” <del>The Consultant will be signing a Non-Disclosure Agreement (NDA) with</del>

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			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.	<del>IRADe in this regard.</del>
8.	Page no 19,5.6 Annex VI: Draft Contract Clause No 6	Terms of Payment	<p>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.</p> <p>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”</p>	IRADe is the implementing the SARI-EI Project for USAID. We have specific instructions from USAID to raise invoices in favour of USAID. The details will be shared at the time of signing the contract
9.	Page no. 23, Section 5.7.2 - ARTICLE II: General Conditions of	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	It is already mentioned that “all documents prepared by the Consultant <b><i>in relation to the services rendered</i></b> ”. No Change in the Tender specification. Please issue a disclaimer wherever pre-

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	Agreement		<p>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.</p> <p>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.</p>	existing copyrights have been used.
10.	Page no. 23, Section 5.7.2 - ARTICLE II: General Conditions of	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	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	Cannot be defined, as the definition could cover wide ranging areas. Therefore, no change in the Tender Specifications.

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	Agreement	Client.	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.	
11.	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 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. The clause mentions only of "Third Party" and "any information arising from the contract."
12.	-	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	You can retain a copy of the working papers, but all information gathered in course of the assignment should be shared with IRADe.

SI. No.	Page no./ Clause no.	Clause as per the RFP	Queries/Recommendations	IRADe Response
			under this Agreement.	<p>ARTICLE II: General Conditions of Agreement, Pointno.8 states “IRADe shall retain copyright of all documents prepared by the Consultant in relation to the services rendered.”</p> <p>ARTICLE II: General Conditions of Agreement, Point 10 also mentions the following: “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”</p>
13.	<p>Page no. 23, 5.7.2, SI. No. 13</p> <p>Page no. 25, 5.7.9 ARTICLE IX: Indemnification</p>	<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</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</p>	No Change in the Tender Specification



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		<p>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>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 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; (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</p>	

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			<p>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 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</p>	

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			losses (including any claim for damages).	
14.	Page no. 24, Point No. 13	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.
15.	Page no. 26, 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	<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>However audits/ inspections will be conducted in a pre-agreed manner and during normal business hours.</p> <p>The period of 3(years) remains unchanged.</p>

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		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.		
16.	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 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.	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.” Since the consultant will not be using the systems of IRADe, the corruption of data in the IRADe systems is non-existent.
17.	Page no. 26, Section 5.7.12	USAID Standard Provisions: As the Program of SARI/EI is being	Please share Standard Provisions mentioned here.	For USAID Guidelines please refer to <a href="https://www.usaid.gov/sites/default/files">https://www.usaid.gov/sites/default/files</a>

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	- ARTICLE XII: Funders Terms and Conditions	funded by USAID, the Standard Provisions of USAID will be applicable and binding for this contract.		/documents/1868/305maa.pdf
18.	General	Deliverable Acceptance	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill 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 Specification
19.	General	No third-party disclaimer	We will be providing services and deliverables to you	Not applicable. Therefore, no change in

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			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.	the tender specification
20.	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.	Agreed. Due to Covid-19 restrictions, the bidders can also submit the Technical and Financial Proposal to the Programme Administrator at <a href="mailto:pdasgupta@irade.org">pdasgupta@irade.org</a> . The Financial Proposal submitted should be password protected and the password to the Financial Proposal should not be shared. At the time of financial bid opening the qualified bidders will be sent a mail to submit the password for the Financial Proposal submitted on 1 <sup>st</sup> June 2020

## 2. Response to queries raised by ICF:

Queries	IRADe's Response
1. Pl confirm that the consultant is expected to rely on secondary data sources only that are publicly available.	No , Apart from what is available on line, Consultant is expected to gather information through other means, including through its own network and its reach in the different regions so that all the points as mentioned in the scope of work are addressed comprehensively.
2. Pl also confirm that the consultant is not required to buy any information sets or are not required to visit any country for primary information.	It is duty of the consultant to ensure that all the necessary information are gathered so as to address all the points mentioned in the scope of work in a comprehensive manner, therefore how it is to be gathered is up to consultants to decide.
3. Please clarify if sub-consultants can be engaged as part of project team. In such a case, there would be one lead firm who shall be responsible for all deliverables under the contract.	Yes, Consortium is allowed under this assignment. However, the contract with IRADe will be entered with the lead firm who will be responsible for all deliverables mentioned in the scope of work under this RFP
4. Please clarify if credentials of complete team will be evaluated rather than lead bidder	Yes.
5. Project involves significant volume of data collection and discussion with SAARC countries. Please clarify that for all the consultation/meetings outside India, SARI/EI/IRADe will arrange and bear the logistic cost i.e. international travel and hotel stay charges of the consultant (TWO Key team members).	Please refer to Point no.8 under Scope of work of the RFP document – <b><i>“For all meetings/workshops outside India, SARI/E/EI/IRADe will bear the logistic cost i.e. international travel and stay charges of the consultant (one member).”</i></b>
6. Please clarify if SARI/EI/IRADe will assist project team in connecting with key/appropriate stakeholders in SAARC countries for collecting relevant information.	Yes, SARI-EI Project Secretariat will assist you in connecting with the key stakeholders.
7. Please clarify if project team can utilize Con-calls/Video conferencing /Skype calls to undertake stakeholder consultation and data collection.	Skype/video conferencing facilities can be availed of if unforeseen circumstances restrict the movement of the Project Team.
8. As you will be aware, at the time of submitting this proposal the global effects of the COVID-19 pandemic were evolving daily. In response to these effects ICF has been actively implementing various operational measures to ensure that the performance of contracts is maintained with as little delay or disruption as possible. During the implementation of any contract resulting from this tender, should the timescales and/or	This is covered under the ARTICLE IV: Duration of the Contract in point no.2: “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 due to the lack of finances, delay in instructions, act of God or Force Majeure.”

Queries	IRADe's Response
<p>proposed methodology detailed in this proposal be impacted by ongoing COVID-19 matters, ICF hereby reserves the right to raise such matters with the Client and to negotiate alternative timescales and/or methodologies and if applicable to revise the price accordingly.</p>	
<p>9. The ToR requires hard copy submission and a CD to be submitted – Given the COVID situation, kindly consider proposal submission via e-mail only</p>	<p>The bidders can also submit the Technical and Financial Proposal to the Programme Administrator at pdaugupta@irade.org. The Financial Proposal submitted, should be password protected and the password to the Financial Proposal <b>should not</b> be shared. At the time of financial bid opening the qualified bidders will be sent a mail to submit the password for the Financial Proposal submitted on 1<sup>st</sup> June 2020</p>
<p>10. The deliverable timeline indicates a total duration of 240 days, which does not match with duration indicated in months (8 months). Considering there are approx. 22 working days a month, kindly revise timeline in months to 11 months</p>	<p>No, the days considered are not working days, but all days. The timeline is eight months. For the purpose of calculating the timelines for submitting the deliverables, 30 days in a month is being considered.</p>
<p>11. Please clarify if project team can propose alternate timeline for delivery of various deliverables (keeping the whole project timeline same/similar)</p>	<p>Please adhere to the delivery timelines mentioned in the ToR.</p>

Issued by:

*Phalguni Dasgupta*

Phalguni Dasgupta

Programme Administrator – SARI/EI  
IRADe – Integrated Research and Action for Development  
B-44, Shivalik, Malviya Nagar  
New Delhi - 110017 (India)  
Ph: 011 26676180-81 (Ext – 108)