

## Addendum 01

This addendum is issued with respect to the RFP No.: IRADe/SARI/2021-22/05 - “Study to develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC Region” issued on **21<sup>st</sup> January 2022**. This addendum has been issued to inform the following:

1. The last date of submission of proposals has been extended to **28<sup>th</sup> February 2022**
2. The queries received for the above mentioned RFP has been responded to in below mentioned tables:

SN	Ref Section in RFP	Query	IRADe Response
1.	4.1.2.2. Resource Plan RFP Excerpt: Please try to limit the curriculum vitae to a maximum of four pages.	Do we need to limit all resumes to a total of four pages or is the limit four pages per resume?	The CV of <b>One resource person</b> should not be more than four pages. The bidders may propose multiple CVs. There are no restriction on the No. of CVs to be proposed.
2.	4.1.3. Financial Bid RFP Excerpt: It should be a Lump sum fixed cost (quote) of the assignment.	Can you please provide additional guidance on the expected LOE and/or budget range envisaged?	It is up to the Bidder to determine the Budget based on the scope of work mentioned in the RFP.
3.	4.2.1. Bid Assessment Process RFP Excerpt: The bidder may be requested to attend a pre-bid meeting at his own cost. Only such bidders who have expressed interest or are deemed as prospective bidders shall be invited to the meeting.	Can you please confirm the (date/time) and location of the pre-bid meeting? Can this be attended virtually as well?	Pre Bid meeting is not planned to be held virtually. For all the queries received, an addendum shall be issued and shared with the Bidders.
4.	General	Is there a specific format in which the proposal is to be submitted? (pdf/word/ppt, single or multiple attachments, font size, number of pages, etc.)	This should be in pdf format and the Financial Proposal should be password protected. No limitation on font size or the no. of pages.

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5.	Section – 3.3	Scope of Work	Point No. 4	Standard Power Purchase Agreement template will be separately customized for coal-based plant, gas-based plant, hydro plant and renewable plant	We understand that a single version of Standard PPA should be prepared for RE sources irrespective of the type of plant (e.g. solar, wind etc.). Please confirm	A single Standard PPA may be made for wind/solar power plant. Where required, and if provisions need to be different, the provisions may be made differently in those clauses
6.	Section-4.1.2.	Resource Plan	-	-	Given the uncertainty related to the pandemic, 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 etc. arising therefrom would be imposed on us under the Contract.	The deliverables mentioned in the RFP need to be completed within the timelines. Working from Home/Office are not of concern to IRADe. The COVID restriction guidelines as issued by the Ministry of Health & Family Welfare, Government of India, shall be considered for travel requirements.
7.	Section-4.2	Bid Assessment Process	Clause 4.2.1.4	The Organization's relevant experience for the assignment	It may be clarified if the relevant experience is required to be provided for a specific time period (say last 5 years or last 7 years) or any time period. The minimum number of relevant assignments required to be submitted may also be specified for better understanding.	No change in the tender specifications.

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8.	Section-4.2	Bid Assessment Process	Clause 4.2.1.4	The qualifications and experience of the key staff (who would actually be working on the project) proposed and have experience in the areas mentioned in Para 4.1.2.1 Point No.4.	Although the educational background of the key experts is mentioned, the minimum years of experience of the experts has not mentioned. The same may be specified for better understanding and preparing a responsive proposal.	Relevant experience of at least 3 years
9.	Section-4.2	Bid Assessment Process	Clause 4.2.1.4	Qualification of Key Person 2	The educational experience for Key Person 2 is mentioned as 'MBA Power'. We request you to expand the qualification to 'MBA in Power/Finance/ Masters in Economics/Engineering/Public Policy with experience of working in power sector'	Accepted. Key Person 2 with qualification in MBA in Power/Finance/Masters in Economics/ Engineering/ Public Policy with experience of at least 3 years in power sector'
10.	Section – 5.6.	Annex VI: Draft Contract	Point no. 4 and 10	This contract will be governed by IRADe General Terms & Condition for Consultancy Contract as laid down in Appendix 2 and by Standard Provisions of USAID for Non-US Non-Governmental organizations.; This contract will be governed by IRADe General Terms & Contracts for Consultancy Contract as laid down in Appendix 1 and by Standard Provisions of USAID for Non-US Non-Governmental	There are multiple references to USAID binding T&Cs to be made applicable to this Contract. Kindly clarify as to which specific T&Cs will be made applicable to this RFP	The Annex VII: General Terms and Conditions of the Consultancy Agreement shall be binding for the contract. As the Program of SARI/EI is being funded by USAID, the Standard Provisions of USAID ( <a href="https://www.usaid.gov/sites/default/files/documents/1868/305maa.pdf">https://www.usaid.gov/sites/default/files/documents/1868/305maa.pdf</a> ) will also be applicable and binding for this contract.

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				organizations.		
11.	Section – 5.6	Annex VI: Draft Contract	Point - 16	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
12.	Section – 5.7	Annex VII: General Terms and Conditions of the Consultancy Agreement	Article IV (point no. 1&2)	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	You understand that the completion of some of the deliverables can be hampered due to some unforeseen circumstances in the pandemic situation on which neither parties will have any control. Hence, we request you not to consider delays not attributable to the acts of the consultant in this particular regard.	This has already been covered in 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.”
13.	Section – 5.7.	Annex VII: General Terms and Conditions of the Consultancy Agreement	Article XII	Funders Terms and Conditions Pt. 3: 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	In line with the previous point this is also a reference to USAID binding T&Cs to be made applicable to this Contract. Kindly clarify as to which specific T&Cs will be made applicable to this RFP.	The general terms and Conditions as mentioned in the Annex VII of the RFP Document shall be applicable. The areas which may not covered in the General terms and conditions mentioned in ANNEX

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				contract.		VII, for those areas the Procurement guidelines of USAID shall be referred to and be binding on the contract.
14.	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 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.	No Change in tender document. The confidentiality clause in point no. of 10 ARTICLE II: General Conditions of Agreement, point no. 10 reads: "The consultant shall not, during or after the termination of the contract, disclose to any third party any information <b>arising from the contract</b> , other than in the proper performance of their duties, except with the prior written permission of IRADe."
15.	General	-	-	Confidentiality Obligations	We request client to allow us to retain our working papers and a copy of confidential in-	You can retain a copy of the working papers, but all information gathered in course of the assignment

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					formation for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	<p>should be shared with IRADe.</p> <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>
16.	Section – 5.7	Article XII: Funders Terms and Conditions	Point - 1	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	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	<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." However, audits/ inspections will</p>

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				<p>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, 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>	<p>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>be conducted in a pre-agreed manner and during normal business hours.</p> <p>The period of 3(years) to maintain the records remains unchanged.</p>
17.	Section – 5.7.	Annex VII: General Terms and Conditions of the Consultancy Agreement	ARTICLE II: General Conditions	<p>IRADe shall retain copyright of all documents prepared by the Consultant in relation to the services rendered.</p>	<p>There are innumerable IPRs that exist with us which 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</p>	<p>It is already mentioned that “all documents prepared by the Consultant <b><i>in relation to the services rendered</i></b>”.</p> <p>No Change in the Tender specification.</p>

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			of Agree- ment, Point no. 8		<p>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>	Please issue a disclaimer whenever pre-existing copyrights have been used.
18.	Section – 5.7.	Annex VII: General Terms and Conditions	ARTI- CLE  II: General	The Consultant shall not engage in any activity which might conflict with the interest of IRADe under this agreement or the agreement	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	Cannot be defined, as the definition could cover wide ranging areas. Therefore, no change in the Tender Specifications.



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		of the Con- sultancy Agreement	Condi- tions  of Agree- ment, Point no. 9	of IRADe with Client.	wish you to note that while we have a mecha- nism in place to identify patent and direct con- flict of interests, it may not always be possible to identify any or all indirect or remote con- flict of interests. Kindly appreciate that our no conflict confirma- tions will be subject to the foregoing.	
19.	Section – 5.7.	Annex VII: General Terms and Conditions of the Con- sultancy Agreement	ARTI- CLE  II: General Condi- tions  of Agree- ment, Point no. 10	The consultant shall not, dur- ing or after the termination of the contract, disclose to any third party any infor- mation arising from the con- tract, 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 ac- complishment 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 infor- mation: (a) to its employees, directors, officers and sub- contractors, on a need to know basis, as re- quired for performance of services, provided such employees, directors, officers and subcon- tractors are bound by confidentiality obliga- tions; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	No Change in the Tender specifi- cation. The clause mentions only of “Third Party” and “any infor- mation arising from the con- tract.”

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20.	Section – 5.7	Annex VII: General Terms and Conditions of the Consultancy Agreement	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 connection with an actual or alleged violation of law applicable to this agreement.	<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 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</p>	No Change in the Tender Specification

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					<p>the Defence 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 defence; (iii) if the Indemnifying Party does not assume full control over the defence of a claim as provided in this clause, the Indemnified Party may participate in such defence 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</p>	

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					of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all	
21.	General	-	-	Limitation of Liability	<p>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:</p> <p>Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</p> <p>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</p>	<p>Limitation of liability included in ARTICLE IX: Indemnification. The following has been covered:</p> <p>"....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> <p>Since the consultant will not be using the systems of IRADe, the corruption of data in the IRADe systems is non-existent.</p> <p>We intend to make the payments at the earliest therefore, a time based commitment is avoided.</p>

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					<p>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>	
22.	General	-	-	No third-party disclaimer	<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 legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	Not applicable. Therefore, no change in the tender specification

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23.	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 <b>14 days</b> from the date of issue of amendment/corrigendum.	The last date of submission of proposals has been extended to 28 <sup>th</sup> Feb 2022
24.	General				Due to the prevailing pandemic situation and the firm guidelines on travel including travel restrictions in a few BBIN countries, we understand that the engagement will be delivered virtually. Any stakeholder consultations, if required could also be carried out virtually. Please clarify if our understanding is correct.	To the extent possible, the consultations shall be held virtually. IRADe shall follow the guidelines on COVID restrictions issued by the Ministry of Health & Family Welfare, Government of India.

Issued by:

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