International Solar Alliance

REQUEST FOR PROPOSAL (RFP)

"Hiring of Consulting firm to build on ISA initial momentum and focus on a targeted set of programs and activities that will help achieve its broader objectives"

INVITATION TO BID

Reference Number: A-01/04/2019-ISA

Secretariat of International Solar Alliance (ISA),
Surya Bhawan, 3rd Floor,
National Institute of Solar Energy Campus
Gwal Pahari, Gurugram-Faridabad Road,
Gurugram – 122 003 (Haryana).
Tel. No.: 0124-2853074.
1. Introduction:

The International Solar Alliance (ISA) was conceived as a coalition of solar-resource-rich countries (which lie either completely or partly between the Tropic of Cancer and the Tropic of Capricorn) to address their special energy needs. The ISA will provide a dedicated platform for cooperation among solar-resource-rich countries, through which the global community, including governments, bilateral and multilateral organizations, corporates, industry, and other stakeholders, can contribute to help achieve the common goal of increasing the use and quality of solar energy in meeting energy needs of prospective ISA member countries in a safe, convenient, affordable, equitable and sustainable manner.

The ISA will not duplicate or replicate the efforts that others (like International Renewable Energy Agency (IRENA), Renewable Energy and Energy Efficiency Partnership (REEEP), International Energy Agency (IEA), Renewable Energy Policy Network for the 21st Century (REN21), United Nations bodies, bilateral organizations etc.) are currently engaged in, but will establish networks and develop synergies with them and supplement their efforts in a sustainable and focused manner.

The ISA was initiated by India, and currently boasts a membership of 73 countries globally, out of a total of 122 potential countries.

2. Background

Universal access to energy remains unrealized. For more than 2 billion people, electricity is either unavailable, unreliable or unaffordable. An overwhelming share of these live in the 122 solar-resource-rich countries located between the Tropic of Cancer and the Tropic of Capricorn, especially in South Asia and Sub-Saharan Africa. These countries are optimally positioned to reap the benefits of cost-effective solar power and yet have been unable to do so due to a combination of underdeveloped markets, poor regulations and policy enforcement, and, at a root level, a lack of relevant knowledge and technical capacity. A significant opportunity is being missed. Until recently, there was no specific body in place to address and support the specific needs of solar technology deployment in these countries, leading to the provision of cheap and clean energy.

Objectives

At a high level, the ISA aims to reduce the cost of finance and cost of technology for the immediate deployment of competitive solar generation, storage and technologies adapted to countries’ individual needs and to mobilize billions of dollars for solar. It has three specific goals:

1. Raise and invest USD 1 Trillion, raised from public and private investors, toward the large-scale deployment of solar projects that will provide 1 TW of solar energy globally by 2030;
2. Promote innovation, technology R&D in solar energy;
3. Contribute significantly to achieving universal access to energy.

To achieve its objectives and drive a solar agenda, the ISA will assist national solar efforts and initiatives with targeted research and analytics, policy and regulatory planning (e.g. on developing standards), training and capacity building, technology transfer, private sector partnerships, financing and investments, and monitor progress toward global targets.

Thus far, the ISA has largely focused on enlisting members and partners and working with them to establish national targets and plans. The ISA has also developed and shared research and information with the sector on solar issues and mobilized initial funding for solar infrastructure projects in member countries. Key program areas include:

- Solar applications for agricultural use
• Affordable finance for solar energy products
• Solar mini grids
• Rooftop solar
• Energy storage and e-Mobility

SECTION 1 - NOTICE INVITING TENDERS

The Secretariat, International Solar Alliance (ISA), Gurugram, Haryana, India tender are invited from reputed consulting firm intends to build on its initial momentum and focus on a targeted set of programs and activities that will help achieve its broader objectives.

1. Tender documents may be downloaded from ISA’s website, http://isolaralliance.org as per the schedule given below:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Detailed Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender Reference Number</td>
<td>A-01/04/2019-ISA</td>
</tr>
<tr>
<td>2</td>
<td>Date of release of Bidding Document</td>
<td>27.04.2019</td>
</tr>
<tr>
<td>3</td>
<td>Last date and time for Bid Submission</td>
<td>May 10, 2019</td>
</tr>
<tr>
<td>4</td>
<td>Bid Opening Date</td>
<td>May 13, 2019</td>
</tr>
<tr>
<td>5</td>
<td>Name and Address for communication</td>
<td>Secretariat of International Solar Alliance (ISA), Surya Bhawan, 3rd Floor, National Institute of Solar Energy Campus, Gwal Pahari, Gurugram-Faridabad Road, Gurugram – 122 003 (Haryana). Email: <a href="mailto:sudhakar@isolaralliance.org">sudhakar@isolaralliance.org</a> Tel. No.: 0124-2853074</td>
</tr>
</tbody>
</table>

2. Bids shall be submitted only Speed Post/By Hand may be dropped in the ISA tender box at the 3rd Floor of ISA office only.

3. Not more than one bid shall be submitted by one bidder. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

4. Bidder who has downloaded the tender form from ISA website shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and Bidder is liable to be banned to associate with ISA for future assignments.

5. Intending bidders are advised to visit ISA’s website at least 1 day prior to closing date of submission of tender.
for any corrigendum/addendum/amendment.

6. Bids will be opened as per date/time as mentioned in the schedule above. After opening of Technical-Bids, the results of their qualification as well Price-Bid opening will be intimated later.

7. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. The Bidder is requested to carefully examine the RFP document, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy, Bidder should seek necessary clarifications by e-mail as mentioned in the schedule above.

The Bidder shall provide details for the proposed Methodology and Approach to be adopted for the Assignment at ISA and the proposed team. The technical/financial capabilities and competence of the Firm should be clearly reflected in the write-up along with supporting documents.

Section 2 – Terms of Reference (ToR):

SCOPE OF WORK: The ISA intends to build on its initial momentum and focus on a targeted set of programs and activities that will help achieve its broader objectives. To that effect, the ISA seeks specific consulting support to:

- Develop a refined long-term organization strategy, approach and monitoring and evaluation plan in line with broader objectives till 2030. This would include developing and refining strategic priorities and plans, developing an organizational Theory-of-change, and identifying program areas, service lines and initiatives.

- Develop the operating model, organization plan and governance structure, as well as a detailed 36-month implementation plan;

- Provide ongoing analytical, tactical and execution support to the ISA to help implement the strategy over a period of 6 months

These abovementioned scope of work is indicative, proposar's understanding and interpretation and its approach and methodology will be key factor in the selection process.

Approach and Methodology –

As part of the technical proposal, bidders must describe his understanding, the approach, methodology, tools and resources for the implementation of the three outputs described above.

- It should be noted that the number of man-days and other resources must be indicated clearly which will help provide a reference on the level of detail and price quoted.

SECTION 3 - ELIGIBILITY CRITERIA

Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The Bid must be complete in all respects and should cover the entire ToR as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below:
Eligibility Criteria

The consulting firm should provide credentials, through adequate references or documentation, of the following qualifications:

- Relevant knowledge of, previous project experience in, and current local presence in the ISA focus countries. Past experience with ISA and/or with multilateral/international organizations including United Nations will be an added advantage.
- Experience with solar related business models and financing needs; experience in working not only with large-scale solar but also specialized, decentralized solutions including solar applications for agricultural use, solar mini-beds, roof top solar, household-based solar solutions, etc. Experience with integration of off- and on-grid solutions.
- Experience in the development and institutionalization including organizational structure and governance, budgeting and planning, of governments / international organization, specifically in the sectors of energy, environment, and sustainability.
- Specific experience in strategy development, Theory of Change, monitoring, evaluation, and learning framework design
- Advanced stakeholder management and convening capabilities, including deep networks in the global solar energy ecosystem; experience in identifying and setting up partnership engagements.
- Expertise in analysis, communications and advocacy; ability to facilitate information dissemination and exchange through various formats and with a diverse set of stakeholder groups across private and public sectors.
- Expertise in development financing, with knowledge of and previous execution of innovative financing mechanisms and resource mobilization.

Team Requirements

- Senior team members that can serve the ISA out of its Delhi base with the ability for the day to day consulting team to be based out of our offices.
- Team lead should have
  - at least 15 years of experience working on both access to energy challenges and solar technology business models
  - deep experience advising international development institutions, especially those relating to energy and sustainability
  - strong network amongst ISA's stakeholders especially Foundations/Donors that are helping fund similar work to ISA
  - Experience developing organizational strategy, theory of changes and monitoring and evaluation frameworks
- Day to day team lead should have deep experience in the development sector with experience in renewable energy, organizational development, innovative finance and stakeholder management
- Access to senior advisors in a wide range of countries reflecting the membership of ISA

SECTION 4 - INSTRUCTION TO BIDDERS

A) The Bidding Document

1. RFP
   
   a) RFP shall mean Request for Proposal.
   b) Bid, Tender and RFP are interchangeably used to mean the same.
   c) The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further
reference to the Bidder.
d) ISA reserves the right to take any decision with regard to RFP process for addressing any situation or conditions at any stage which is not explicitly covered in the RFP document.
e) The Bidder must disclose any actual or potential conflict of interest with ISA.

B. Preparation of Bid

1. Bid Price

Price Bid shall be lump-sum basis and shall provide the detailed break up of professional fees and all costs including travel cost and other etc. including all applicable taxes, fees etc. The breakup of all costs with due justifications and applicable GST should be shown separately in the Price Schedule (in Indian Rupees). The payment method will be decided by the Procurement committee.

2. Period of Validity of Bids

Bids shall remain valid for a period of 5 working days after the date of Bid uploading. ISA holds the right to reject a bid valid for a period shorter than 5 days as non-responsive, without any correspondence.

3. Format of Bid

The bid shall be submitted offline as detailed in the section, Submission of Tender.

4. Bid Currency

All prices shall be expressed in Indian Rupees only.

5. Bid Language

The Bid shall be in English Language.

6. Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

SECTION 5 - SUBMISSION OF TENDER

The tender shall be submitted in two part, viz., Technical Bid and Price Bid.

All the pages of bid being submitted must be signed.

The offers submitted by E-Mail shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

Technical Bid should be prepared considering ToR, Approach & Methodology, Activity Schedule & Deliverables as well as other information given in this document. Signed copy of following documents are to be furnished
by the bidder along with the Technical Bid.

1) Bid Offer Form Without Price (Annexure A);
2) Bidder Information (Annexure B);
3) Declaration of Acceptance of Terms & Conditions (Annexure C);
4) Declaration of Acceptance of Scope of Work (Annexure D);
5) Letter of Undertaking (Annexure E);
6) Firm experience and qualifications (Annexure F);
7) Detailed workplan, including activities and milestones (Annexure G);
8) Team composition, roles and responsibilities, and experience (including summary bios and CVs) (Annexure H);
9) Bid Offer with price (Annexure I)
10) 2 Reference letters from development sector organisations (ideally current partner organisation of ISA) indicating quantity and quality of work undertaken

Apart from the above mentioned documents, bidders shall furnish last three years audited balance sheet and profit and loss statements, last three years work orders and their completion certificate.

It is advised that the Tenderer should arrange the document(s) to be along with all annexures with respect to Minimum Eligibility Criteria and Technical supporting documents are required to be submitted to this office.

Price Bid

Price Bid shall be lump-sum basis and shall provide the detailed break up of professional fees and all costs including travel cost and other etc. including all applicable taxes, fees etc. The breakup of all costs with due justifications and applicable GST should be shown separately in the Price Schedule (in Indian Rupees). Schedule of Price Bid in the form of Price Bid - Hiring for providing services to ISA. The payment scheduled will be decided by the Procurement committee.

The Price Bid should give all relevant price information and should not contradict the Technical Bid in any manner. The prices quoted in the price bid should be without any conditions.

Rejection of Bid

The Bid is liable to be rejected if:-
   a) The document doesn't bear signature of authorized person.
   b) It is received through E-mail.
   c) It is received after expiry of the due date and time stipulated for Bid submission.
   d) Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by ISA.

Extension of Deadline for submission of Bid

ISA may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through ISA's website, in which case all rights and obligations of ISA and Bidders will thereafter be subject to the deadline as extended.
Late Bid

Bids received after the scheduled time will not be accepted by ISA under any circumstances.

Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of bids.

Right to Reject, Accept/Cancel the bid

ISA reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

ISA does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. ISA also has the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

RFP Abandonment

ISA may at its discretion abandon this RFP process any time before Notification of Award or Work Order.

Contacting ISA

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact ISA for seeking any clarification in any matter related to the bid, it should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact ISA with a view to canvas for a bid or put any pressure on any official of the ISA may entail disqualification of the concerned Bidder or his Bid.

SECTION 6 - BID EVALUATION

1. Preliminary Examination of Bids

Pre-qualification criteria:
- Any firm that is currently engaged in audit activities relating to ISA is not eligible to apply for this tender
- The applicant should not have a conflict of interest that affects the RFP process. Any Applicant found to have a Conflict of Interest shall be disqualified
- The firm shall be a single entity applying for the RFP
- Firms must have revenues of greater than 30 Cr in last financial year
- The firm should have a strong international presence, with greater than 15 offices globally and greater than 300 full time staff members
- The firm should have a strong local presence based out of India, with greater than 50 full time staff members

2. Method of Selection

Technical proposals will be assessed based on the following criteria and weighting:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weightage</th>
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<tbody>
<tr>
<td>1. Firm qualifications</td>
<td>40%</td>
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<tr>
<td>2. Proposed approach and understanding</td>
<td>40%</td>
</tr>
<tr>
<td>3. Relevant experience of the proposed team</td>
<td>15%</td>
</tr>
<tr>
<td>4. Local presence in geographies of interest</td>
<td>5%</td>
</tr>
</tbody>
</table>
Description of criteria

1. Firm qualifications: Mentioned in the section 3 ‘Eligibility Criteria’
2. Proposed approach: The proposal should outline the process the firm would follow to support ISA. This would cover timelines for each phase along with objectives, activities and proposed outputs for each phase.
3. Local presence in geographies of interest: The proposal should provide an overview of firm’s presence in geographies of interest for ISA (i.e. countries between the tropics)
4. Relevant experience of the proposed team: The proposal should provide brief bios / CVs of the proposed staff members that highlight their relevant experience for the engagement

Please note:
The minimum technical score to pass is 65%.
The weights given to the Technical and Financial proposals are 70% for Technical and 30% for Financial.

SECTION 7 – TERMS AND CONDITIONS

Definitions
- “Contract” means the Contract Agreement entered into between ISA and the Successful Bidder.
- “Contract Price” means the price or prices arrived at which will form the Contract Agreement.
- “Intellectual Property Rights (IPR)” means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.
- “Bidders” means bidder selected through this RFP process.

Notification of Award or Work Order

After selection of the Successful Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, ISA will send Notification of Award or Purchase Order to the selected Bidder.

Upon the successful Bidder accepting the Work Order and signing the contract and ISA will promptly notify each unsuccessful Bidder.

Taxes and Duties

ISA is a Tax exempt organization, thus no tax will be deducted at source.

Price

Price shall remain fixed as per the Financial Bid accepted by ISA. There shall be no increase in price for any reason whatsoever. Therefore, no request for any escalation of the cost / price shall be entertained.

Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute a separate Non-Disclosure Agreement as per ISA’s format.

No Damage of ISA Property

Bidder shall ensure that there is no loss or damage while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by ISA shall be recovered from the Bidder.
Indemnity

The Bidder shall indemnify, protect and save ISA and hold ISA harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- An act of omission or commission of the Bidder, its employees, its agents, or in the performance of the services provided by this Agreement,
- Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- Bonafide use of the deliverables and or services provided by the Bidder,
- Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- Claims made by the employees, who are deployed by the Bidder, under this Agreement,
- Breach of confidentiality obligations of the Bidder,
- Gross negligence or gross misconduct solely attributable to the Bidder or by any of their employees for the purpose of any or all of the obligations under this Agreement.

The Bidder shall further indemnify ISA against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on ISA for malfunctioning of the equipment or software or deliverables at all points of time, provided however, ISA notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The Bidder shall indemnify ISA (including its employees or representatives) from and against claims, losses, and liabilities arising from:

a) Non-compliance of the Bidder with Laws / Governmental Requirements.
b) Intellectual Property infringement or misappropriation.
c) Negligence and misconduct of the Bidder, its employees.
d) Breach of any terms of Agreement, Representation or Warranty.
e) Act of omission or commission in performance of service.
f) Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by ISA arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save ISA against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied by them to ISA from whatsoever source, provided ISA notifies the Bidder in writing as soon as practicable when ISA becomes aware of the claim however,

a) The Bidder has sole control of the defense and all related settlement negotiations
b) ISA provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and

c) ISA does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where ISA is required by any authority/ regulator to make a comment/ statement/ representation. Indemnity would be limited to court or arbitration awarded
damages and shall exclude indirect, consequential and incidental damages and compensations. However, indemnity would cover damages, loss or liabilities suffered by ISA arising out of claims made by its customers and/or regulatory authorities.

**Bidder’s Liability**

- The selected Bidder will be liable for all the deliverables.
- Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by ISA arising out of claims made by its customers and/or regulatory authorities.

**Liquidated Damages**

- Due to negligent act of the Bidder, if ISA suffers losses, and incurs damages, ISA shall be compensated by the bidder with a penalty of 5% of the loss on top of the losses and damages occurred.

**Fraudulent and Corrupt Practice**

a) “Fraudulent Practice” means a misrepresentation of facts in order to influence a bidding process and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the ISA of the benefits of free and open competition.

b) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.

c) ISA will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.

**Force Majeure**

- Notwithstanding the provisions of the RFP, the successful bidder or ISA shall not be liable for penalty or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond the control of the bidder and not involving ISA or bidder’s fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

- If force majeure situation arises, the bidder shall promptly notify ISA in writing of such condition and cause thereof. Unless otherwise directed by ISA in writing, the Bidder shall continue to perform its obligations under contract as far as possible.

**Work Order cancellation**

ISA reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to ISA alone:

- Serious discrepancy observed during performance as per the scope of contract.
- If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by ISA to the Bidder would necessarily have to be returned to ISA with interest @1.5% per month from the date of each such payment. Further the Bidder would also be required to compensate ISA for any direct loss incurred by ISA due to the cancellation of the contract and any additional expenditure to be incurred by ISA to appoint any other Bidder. This is after repaying the original amount paid.
Termination of Contract

a. **For Convenience:** ISA by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving one month’s prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder’s performance under the contract is terminated and the date upon which such termination become effective.

b. **For Insolvency:** ISA may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ISA.

c. **For Non-Performance:** ISA reserves its right to terminate the contract in the event of Bidder’s repeated failures, say more than 3 occasions in a calendar year to maintain the service level prescribed by ISA.

Resolution of Disputes

ISA and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, ISA and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

In the event of arbitration, both the parties shall nominate one arbitrator each. Further, both the nominated arbitrators shall mutually decide and appoint a presiding arbitrator. The arbitral award shall be final and binding on the parties. The provisions of ARBITRATION AND CONCILIATION ACT 1996 (Act No.26 of 1996, Government of India) shall apply to the arbitration proceedings. The jurisdiction of the arbitration shall be at New Delhi.
Annexure A

Bid Offer Form (without Price)

(On the Bidder’s Letter Head)

OFFER LETTER

Date:

To

Mr. Sudhakar Upadhyay
Consultant
Secretariat of International Solar Alliance,
Surya Bhawan, 3rd Floor, National Institute of Solar Energy Campus,
Gwal Pahari, Gurugram-Faridabad Road,
Gurugram – 122003 (Haryana).
Tel. No.: 0124-2853074

Dear Sir,

Subject: “Hiring of Consulting firm to build on ISA initial momentum and focus on a targeted set of programs and activities that will help achieve its broader objectives”.

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

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<tr>
<th>Addendum No. / Corrigendum No.</th>
<th>Dated</th>
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While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for ISA.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of liquidated damages clause in the RFP and agree to abide by the
same. We also note that ISA reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of ISA will be final and binding on us.

We agree to abide by this offer till 60 days from the last date stipulated by ISA for submission of bid, and our offer shall remain binding upon us and may be accepted by ISA any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information/data/particulars are found to be incorrect, ISA will have the right to disqualify/blacklist us and forfeit bid security.

We undertake to comply with the terms and conditions of the bid document. We understand that ISA may reject any or all of the offers without assigning any reason whatsoever.

Yours sincerely,

Authorized Signature [In full and initials]: Name and

Title of Signatory:

Name of Company/Firm: Address:
# Annexure B

## Bidder's Information

<table>
<thead>
<tr>
<th>Details of the Bidder</th>
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<tbody>
<tr>
<td>1. Name of the Bidder (Prime)</td>
<td></td>
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<tr>
<td>2. Address of the Bidder</td>
<td></td>
</tr>
<tr>
<td>3. Status of the Company/Firm</td>
<td></td>
</tr>
<tr>
<td>4. Details of Incorporation of the Company.</td>
<td>Date:</td>
</tr>
<tr>
<td></td>
<td>Ref#</td>
</tr>
<tr>
<td>5. Valid GST No.</td>
<td></td>
</tr>
<tr>
<td>6. Permanent Account Number (PAN)</td>
<td></td>
</tr>
<tr>
<td>7. Name &amp; Designation of the contact person</td>
<td></td>
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<tr>
<td>8. Telephone No. (with STD Code)</td>
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<tr>
<td>9. E-Mail of the contact person:</td>
<td></td>
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<tr>
<td>10. Fax No. (with STD Code)</td>
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<tr>
<td>11. Website</td>
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</table>

<table>
<thead>
<tr>
<th>Financial Details (as per audited Balance Sheets) (in Cr)</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Year</td>
<td>2016-17</td>
</tr>
<tr>
<td>12. Year</td>
<td></td>
</tr>
<tr>
<td>13. Net worth</td>
<td></td>
</tr>
<tr>
<td>14. Turn Over</td>
<td></td>
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<tr>
<td>15. PAT</td>
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</table>

Signature:_____________________. Name:____ Designation:____________________

Date:_____________________, Place____________________
Annexure C

Declaration for Acceptance of RFP Terms and Conditions
(On the Bidder’s Letter Head)

To

Mr. Sudhakar Upadhyay
Consultant
Secretariat of International Solar Alliance,
Surya Bhawan, 3rd Floor, National Institute of Solar Energy Campus,
Gwal Pahari, Gurugram-Faridabad Road,
Gurugram – 122003 (Haryana).
Tel. No.: 0124-2853074

Dear Sir,

Subject: “Hiring of Consulting firm to build on ISA initial momentum and focus on a targeted set of programs and activities that will help achieve its broader objectives”.

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my Company/Firm and I am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Name
Designation
Seal
Date:
Business Address:
Annexure D

Declaration for Acceptance of Scope of Work
(On the Bidder’s Letter Head)

To

Mr. Sudhakar Upadhyay
Consultant
Secretariat of International Solar Alliance,
Surya Bhawan, 3rd Floor, National Institute of Solar Energy Campus,
Gwal Pahari, Gurugram-Faridabad Road,
Gurugram – 122003 (Haryana).
Tel. No.: 0124-2853074

Dear Sir,

Subject: “Hiring of Consulting firm to build on ISA initial momentum and focus on a targeted set of programs and activities that will help achieve its broader objectives”.

I have carefully gone through the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my firm and I am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Name
Designation
Seal
Date:
Business Address:
Annexure E

Letter of Undertaking (On Bidder’s Letter Head)

To

Mr. Sudhakar Upadhyay
Consultant
Secretariat of International Solar Alliance,
Surya Bhawan, 3rd Floor, National Institute of Solar Energy Campus,
Gwal Pahari, Gurugram-Faridabad Road,
Gurugram – 122003 (Haryana).
Tel. No.: 0124-2853074

Sir,

Reg.: Our bid for Request for Proposal (RFP) for “Hiring of Consulting firm to build on ISA initial momentum and focus on a targeted set of programs and activities that will help achieve its broader objectives”.

We submit our Bid Document herewith. We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.

- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by you to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Dated at __________________ this __________________ day of _______ 2019.

Yours faithfully

For __________________

Signature: __________________

Name: __________________
Annexure F

Bidder’s Experience

A - Bidder’s Organization

[Provide here a brief description of the background and organization of your firm. The brief description should include ownership details, date and place of incorporation of the Company/Firm, etc.]

B - Bidder’s Experience

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Client</th>
<th>Nature of Services</th>
<th>Period</th>
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<tbody>
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<td>4.</td>
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Note: Please provide documentary evidence from the client wherever applicable.

Signature: ____________________________

Name: ____________________________

Designation: ____________________________

Date: ____________________________ Place ____________________________
Annexure G

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT on "Hiring of Consulting firm to build on ISA initial momentum and focus on a targeted set of programs and activities that will help achieve its broader objectives".

The Technical Proposal shall broadly cover the following:

a) Approach and Methodology to execute on the outlined objectives
b) Detailed workplan, including activities and milestones
c) Team Composition with Task Assigned

TEAM COMPOSITION AND TASK ASSIGNMENT

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Key Professional Staff</th>
<th>Position</th>
<th>Task assigned for this Assignment</th>
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Note

Enclose profile for above proposed key professional staff for this assignment as per the attached format

Signature: ____________________________.

Name: ____________________________-

Designation: _______________________

Date: ________________, Place ________________
Annexure H

Profile for proposed key professional staff for this assignment on "Hiring of Consulting firm to build on ISA initial momentum and focus on a targeted set of programs and activities that will help achieve its broader objectives"

1. Name of Staff:
2. Position / Designation :
3. Name of Firm:
4. Date of Birth:
5. Nationality:
6. Education:
7. Membership of Professional Associations:
8. Other Trainings:
9. Employment Record with nature of work

<table>
<thead>
<tr>
<th>Period with dates</th>
<th>Name of the Firm</th>
<th>Position Held</th>
<th>Nature of Work</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
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Date: 
Place: [Signature of Staff Member]
ANNEXURE I

Bid Offer Form (with Price)

(On the Bidder's Letter Head)
OFFER LETTER

THE FINANCIAL BID

<table>
<thead>
<tr>
<th>Amount (without tax)</th>
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</table>

Signature of the bidder

Seal of the Bidder