



**Minutes of Pre-bid Meeting held on July 22, 2024 - RFP/61/07/M&E/2024-ISA**

**Date: July 22, 2024**

**Subject:** RFP for Hiring of Agency for Gender Audit of Solar Policies

<b>S.no.</b>	<b>RFP Clause</b>	<b>Description</b>	<b>Bidder Queries</b>	<b>ISA's Response</b>
1	Clause 3	Scope of Work	ISA response	The Gender Audit will be a global exercise not restricted to the four countries. The deep dive will be for the four countries mentioned. Therefore, the deliverables of a global report as well as four country briefs are mentioned in the RfP.
2	Clause 4 - Methodology	At least 100 policy makers (i.e., officials/staff engaged in relevant government ministries/departments). Policymakers should be selected to ensure adequate representation from different departments/ministries/regions and gender representation. Adequate representation should be ensured for policymakers from Tanzania, Madagascar, Uganda and Guinea, so their perspectives can be used to develop the country-specific policy briefs.	Bidder understands that the 100 policy makers as mentioned here will be from four member countries of ISA – Tanzania, Madagascar, Uganda and Guinea only. Please clarify	No. The 100 policy makers will be global with specific focus on the four countries mentioned in the RfP for deep dive.



3	Clause 3, point no. 5	Sensitisation of Policy Makers	Bidder here by understands that the sensitization program shall be designed for and delivered to the policy makers in Tanzania, Madagascar, Uganda and Guinea only. Please clarify.	Sensitisation programme will be global in nature but we will specifically invite policy makers from the four countries where deep dive was undertaken to participate.
4	Clause 6 Management	The contracted agency will report to the M&E Specialist of ISA. The agency is expected to have its own network through which it will reach out to different stakeholders for data collection/consultations; and will independently coordinate with all relevant stakeholders.	Bidder hereby requests ISA to assist it in terms of sending out an introductory email to member countries, taking relevant permissions, identifying, and arranging interviews with the respondents.	As mentioned in the RfP - ISA will only send an introductory email. The bidder is responsible for all other activities including taking permissions, identifying and arranging interviews with respondents etc. The bidder is expected to have their own network and connect.
5	General	The selected agency will also conduct a deep-dive into the policies of four member countries of ISA – Tanzania, Madagascar, Uganda and Guinea. Based on the deep-dive, country-specific policy briefs will be developed	Please clarify the African countries for which country-specific policy briefs are to be developed based on the deep-dived output of the policies of four member countries of ISA – Tanzania, Madagascar, Uganda and Guinea	See RfP - Tanzania, Madagascar, Uganda, Guinea
6	General	Workshops	It is hereby understood that the only one sensitization workshop will be conducted which shall be held in online / virtual mode. Please clarify	As mentioned in the pre-bid meeting - the sensitization programme could be hybrid (virtual and in-person) or virtual. In case it is in-person - it will be conducted in Delhi.



7	General	Details of positions required	<p>It has been seen that a very generic narration in terms of teaming required for the project has been mentioned in the RfP. Bidder hereby requests Client to please elaborate the details of the key personnel required for the assignment like experience, educational qualifications, proposed positions, enabling bidder to develop a Techno-commercially compliant proposal.</p>	<p>Technical Evaluation Criteria for Team Leader and Members have been clarified as below:</p> <p><u>Team leader: 5 marks</u></p> <ul style="list-style-type: none"> <li>• At least 5yrs of exp. in leading similar research assignments as Team Leader (1 mark)</li> <li>• Experience of at least 5 years in renewable energy/clean energy/climate space (1 mark)</li> <li>• 5 years of experience on gender issues (1 mark)</li> <li>• A Master’s degree in Social Science or related fields (1 mark)</li> <li>• Experience and knowledge of UNEG norms, ethics and standards (1 mark)</li> </ul> <p><u>Team Members: 5 marks</u></p> <ul style="list-style-type: none"> <li>• At least one team member with minimum five years of experience in primary data collection (such as conducting interviews, focus group discussions, key informant interviews etc.) (2 marks)</li> <li>• At least one team member with minimum five years of experience in data analysis (1 mark)</li> <li>• At least two team members who have experience of working in the four countries where deep dive will be undertaken (Tanzania, Guinea, Madagascar and Uganda) (2 marks)</li> </ul>
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8	General	Budget	Bidder hereby request Client to elaborate the tentative budget for the assignment.	We encourage you to carefully review the TOR and submit a proposal that best aligns with your capabilities and the project's objectives.
9	General	Tax	Client is hereby kindly requested to brief the type and amount of Taxes applicable on the services to be provided by Bidder under this assignment	The Vendor will submit the bid exclusive of taxes. The taxes will be as per the compliance only.
10	General	Submission deadline	In order to submit a comprehensive Techno-commercial response, we here by very kind request you to extend the bid submission date by 2 weeks from present date	Last date extended to 11 Aug 2024
11	ISA-GTB, Page no. 2	ISA-GTB, S. 8.3	8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.	In this clause, as it is mentioned that the Contractor is required to maintain liability insurance for third-party claims, we request you to kindly confirm if the maximum cumulative liability of the Consultant, including insurances and indemnities, will be limited to the Fee payable to the Consultant under this Agreement. You would appreciate this is in line with the standard industry norms.
12	General	Section 4: Proposed Team , page 23	Relevant experience of Team: Team leader: relevant experience, qualifications, position with firm, availability. Teammember: relevant experience, qualifications, position with firm, availability	See row 7 above - Details of positions required
13	General			



		<p>Section 4: Evaluation Criteria, page 22 - Previous Experience</p> <p>Established systems in place to carry out the research efficiently and on-time such as - network with government, research, and other organisations for data collection.</p> <p>Demonstrated experience in developing communication material</p>	<p>Request team to please specify what kind of details would be required to demonstrate experience in the aforementioned areas of work.</p>	<p>Refer to pg 23 of the RfP where the mandatory submissions are listed for each criteria</p> <p>Established systemsms .....Description of 1-2 pages</p> <p>Demonstrated exp. In developing communication material - Two communication samples</p>
14	Terms & Conditions	Liimitation of Liability	<p><i>Liability is not documented hence construed to be unlimited. "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."</i></p>	<p>The clauses of ISA's Supplier Code of Conduct and General Terms of Business are integral part of the tender document and can not be changed</p>



15	ISA GTB, clause 7.0	Indemnity: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, ISA, its officials, agents, servants and employees from and against claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or subcontractors.	<p>We request client to include the following exceptions and procedure as these are industry standards and reasonable.</p> <p><i>"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</i></p> <p><i>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</i></p>	The clauses of ISA's Supplier Code of Conduct and General Terms of Business are integral part of the tender document and can not be changed
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*3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."*



16	ISA GTB, clause 7.0	<p>Indemnity: 7.0 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, ISA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or subcontractors, in the performance of this Contract.</p>	<p>There are several remedies available under law and contract to you for such breach of obligations. For eg., 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 cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>	<p>The clauses of ISA's Supplier Code of Conduct and General Terms of Business are integral part of the tender document and can not be changed</p>
17	Clause 4.1-4.4, pg. 5-6	<p>Conflict of interest: Several conflict of interest related obligations on us and there are certain declaration requirements</p>	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	<p>The clauses of ISA's Supplier Code of Conduct and General Terms of Business are integral part of the tender document and can not be changed</p>
18	Section 3 (Sl. No. 8), pg. 18	<p>Liquidated damages: 3% of contract price per day of delay capped to 20% of contract sum after which ISA may terminate the contract</p>	<p>We request the client to kindly cumulatively cap the Liquidated Damages/penalties to 5% of the total contract value.</p>	<p>The clauses of ISA's Supplier Code of Conduct and General Terms of Business are integral part of the tender document and can not be changed</p>





19	ISA GTB, clause 8.0	<p>Insurance/Audit Wide insurance procurement obligations</p> <p>8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.</p> <p>8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.</p> <p>8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.</p> <p>8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:</p> <p>8.4.1 Name ISA as additional insured;</p> <p>8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier</p>	<p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p>	<p>The clauses of ISA's Supplier Code of Conduct and General Terms of Business are integral part of the tender document and can not be changed</p>
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against the ISA;

8.4.3 Provide that the ISA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the ISA with satisfactory evidence of the insurance required under this Article.



20	FORM D at Page 35	<p>Eligibility Criteria/Declarations/Information Sought</p> <p>Litigation History / Details of litigation</p>	<p>We request the client to kindly appreciate that any entity having long standing operations would be a party in certain litigations / arbitrations in its ordinary course of business. Such litigations/ arbitrations, even if adversely determined, may not necessarily impact the entity's ability to perform the services under this RFP. Further, we understand that the law requires parties to an arbitration, to keep such matters confidential. Hence, we request you to kindly modify the undertaking/qualification criteria to the effect that the bidders are required to submit only a declaration (without mentioning litigation history) stating that there is no material pending litigation which if adversely determined would impact the ability of the Bidder to perform services under the RFP.</p>	<p>The clauses of ISA's Supplier Code of Conduct and General Terms of Business are integral part of the tender document and can not be changed</p>
21	No clause in RFP. Please include in pre-bid.	There is no restriction on the usage of deliverable. No third party disclaimers.	<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>	<p>The clauses of ISA's Supplier Code of Conduct and General Terms of Business are integral part of the tender document and can not be changed</p>



22	No clause in RFP. Please include in pre-bid.	No acceptance criteria	<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 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>	The clauses of ISA's Supplier Code of Conduct and General Terms of Business are integral part of the tender document and can not be changed
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Procurement Unit  
International Solar Alliance