

International Solar Alliance

The Corrigendum/Addendum/Clarification to Pre-Bid Queries raised by prospective bidders in response to RFP No. F. No 15/04/2023-ISA dated 12.04.2023.

The following Corrigendum/Addendum/Clarification in response to queries raised by prospective bidders shall form an integral part of the bid document and it may amount to an amendment of relevant Para/clause of the bid document. Wherever there is a conflict, the provisions herein shall prevail over the relevant Para/clause of the RFP/ bid document.

Section No.	Clause No	Page No	Content of RFP for which clarification sought	Corrigendum/Addendum/Clarification
Terms of Reference 3.(ii) Design & Development	Ability to aggregate, analyze and visualizedata from multiple sources	Page No. 24	Please advise on the number of data sources that need to be integrated. Will this data be imported into system on demand (manually) or will be synced real time through APIs or will be uploaded.	At this stage, we envisage that data will be imported manually/uploaded into the system. The agency is expected to collect secondary information then ensure it is uploaded into the system (after getting the requisite approvals)
			How many different types of data formats are expected from different data sources? In case they are getting integrated through APIs or datafeed, request you to share tech. details for the same.	The agency is expected to propose
			What would be the frequency of getting these data from various sources and do we require maker checker features? Do we need to create data input screens for thedata that is being provided or a upload in a predefined format in CSV will be sufficient?	Frequency will depend on the data source and how frequently that data point is updated. But we envisage an update every six months or as relevant. CSV should be sufficient, but leave it to the agency to propose.
Terms of Reference 3.(ii) Design & Development	All portal features should be available in ISA's official languages – English,	Page No. 24	We assume only content like label, staticcontent would also be required in three languages. Any documents or reports that have been published on to the portal will not be part of translation scope.	Yes

	French and Spanish			
Terms of Reference 3.(ii) Design & Development	Facility to upload datasets	Page No. 24	Who will be uploading/doing data entry the said datasets into the portal? Will these rights be access controlled, if yes please help with the key users who will have the access for the same.	The hired agency The hired agency is expected to give access to ISA's IT and M&E teams during the contract duration and then handover complete control.
Terms of Reference 3.(ii) Design & Development	Responsive portal design which works on different browsers on laptop, mobile and tablets; with minimal load time and seamless navigation; and in	Page No. 24	What would be the functionalities of Portal and how many different types of templates for public pages would be required? We are assuming this a new portal to be called from the existing ISA portal as a separate "micro-site". Please confirm the same.	Functionalities are defined in the Terms of Reference in the RFP. Templates for public pages will depend on the data collected – so agency has to propose – refer to Ease of Doing Solar report to get a broad understanding The portal will most likely be a part of ISA's website that is currently being revamped and not a separate microsite.

No.	Section No.	Clause No	Page No	Queries	ISA Reply
		areas with low internet connectivity			
5.	Form for submitting service provider's technical proposal	C. Qualifications of Key Personnel c) Written confirmation from each personnel that they are available for the entire duration of the contract.	Page No. 29	We request you to change this clause to "Written confirmation from each personnel that they are available for the entire duration of the contract except in case of termination, resignation or retirement from the company. In such event, resource will be replaced with similar skill set."	This is a legally vetted clause and cannot be changed

6.	2. Instruction to Bidders (E)	Other Provisions	Page No. 14	<p>We request you to kindly add this as a limited liability clause:</p> <p>The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	This is a legally vetted clause and cannot be changed
7.	2. Instruction to Bidders (E)	43.6 (Penalties)	Page No. 14	<p>In case of delay in development phase and operation & maintenance, the penalty will be capped to 5% of payment milestone. For the issue of failure to complete work during</p>	This is a legally vetted clause and cannot be changed

No.	Section No.	Clause No	Page No	Queries	ISA Reply						
				<p>implementation period, penalty will be capped at 5% of total contract value.</p> <p>We request to rephase following line:</p> <p>“Max. number of days of delay 15, (1.5% of contract amount) after which ISA may terminate the contract.”</p> <p>To</p> <p>“Penalty for the contract is capped to 5% of the total payment milestone as per the below delay timelines:</p>	<p>This is a legally vetted clause and cannot be changed</p>						
				<table border="1"> <thead> <tr> <th data-bbox="926 917 1194 982">Delay</th> <th data-bbox="1194 917 1465 982">Penalty %</th> </tr> </thead> <tbody> <tr> <td data-bbox="926 982 1194 1047">>15 days</td> <td data-bbox="1194 982 1465 1047">1.5 %</td> </tr> <tr> <td data-bbox="926 1047 1194 1146">Every Week Delay capped to max. 10%</td> <td data-bbox="1194 1047 1465 1146">Extra 1%</td> </tr> </tbody> </table>	Delay	Penalty %	>15 days	1.5 %	Every Week Delay capped to max. 10%	Extra 1%	
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8.	2. Instruction to Bidders (D)	26. Confidentiality	Page No. 10	<p>Request you to kindly add below statement to the confidentiality clause:</p> <p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must</p>	<p>This is a legally vetted clause and cannot be changed</p>
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No.	Section No.	Clause No	Page No	Queries	ISA's reply
				be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.	
9.	2. Instruction to Bidders (E)	Other Provisions	Page No. 14	<p>Request you to please add the following under as an Intellectual Property Right clause:</p> <p>EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	This is a legally vetted clause and cannot be changed

10.	2. Instruction to Bidders (E)	Other Provisions	Page No. 14	<p>Request you to kindly add the following as a reliance clause (for reliance on EY reports by third parties):</p> <p>Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report.</p>	This is a legally vetted clause and cannot be changed
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No.	Section No.	Clause No	Page No	Queries	ISA's reply
11.	2. Instruction to Bidders (E)	43.4 Termination (Other provisions)	Page No. 14	<p>Request you to kindly add the following under the termination clause:</p> <p>EY may terminate this Agreement, or any Services, immediately upon written notice to Client if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations.</p>	This is a legally vetted clause and cannot be changed

11.	2. Instruction to Bidders (E)	Other Provisions	Page No. 14	<p>Kindly add the following as a Force Majeure clause to facilitate remote working:</p> <p>(i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>(ii) Where EY Personnel are required to be in present at Client's premises, EY will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an EY resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	This is a legally vetted clause and cannot be changed
11.	2. Instruction to Bidders (E)	Other Provisions	Page No. 14	We request you to kindly add the following as a dispute resolution clause:	This is a legally vetted clause and cannot be changed

No.	Section No.	Clause No	Page No	Queries	ISA's reply
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			<p>1. Any dispute arising out of or in connection with this Agreement shall be referred by written notice:</p> <ul style="list-style-type: none">a. first to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; andb. failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of EY (together the “Senior Service Managers”) who shall meet and endeavour to resolve the dispute between them within ten (10) Business Days of such notice (the “Senior Service Managers’ Meeting”). The joint written decision of those Senior Service Managers shall be binding on the Parties. <p>2. If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 (as amended). The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in New Delhi. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties.</p>	<p>This is a legally vetted clause and cannot be changed</p>
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12.	C. Qualifications of Key Personnel	The Service Provider must provide: a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.; b) CVs	29	We request you to change this clause to “Written confirmation from each personnel that they are available for the entire duration of the contract except in case of termination, resignation, or retirement from the company. In such event, resource will be replaced with similar skill set after they have been deployed on the p”	This is a legally vetted clause and cannot be changed
13				Training - Would the 5 planned sessions be in-person or remote? For in-person training sessions, please specify the states/cities for training	Sessions for ISA Secretariat staff (based in Delhi) will be in-person; whereas sessions for ISA Member country representatives and/or other stakeholders will be remote/online. Out of the 5 sessions – it is estimated that 1-2 sessions will be in-person for the Secretariat staff and rest will be remote.
14				Shall the Technical and Financial bids, both be encrypted? And shall we send them in one email, or separate emails (The attachment limit is limited~5 MB, hence both may not fit in one email)?	Bidder may submit in two different emails.
15				The preliminary examination criteria lists bid security as a valid component. Please confirm if a bid security is required for this RFP?	Bid Security not required

16				<p>Previous experience " Minimum 5 years of experience in the renewable energy sector"</p> <ul style="list-style-type: none"> -We have extensive experience in the Field of Environment, groundwater and climate change. Furthermore we have over 25 years of experience as an organization in delivering data portals across public and private institutions. Would these experiences count towards this requirement? If the answer above is "No", and we do not have direct experience working in the renewable energy sector, would we still qualify to bid? 	<p>Minimum 5 years of experience in the renewable energy, climate change or environment sector</p>
17				<p>At least one team member with expertise in the solar energy sector i.e. in depth knowledge of different data sources, indicators and analysis"</p> <p>Would a consultant suffice for the requirement above, and would a tenure of 6 months be sufficient?</p>	<p>Yes, the team member can be a staff or consultant as long as they are available for the duration of the contract i.e. one year</p>

18				SEO integration- Would this be a basic one time activity, or would the requirement call for a recurring month-month activity?	SEO integration as an activity will be undertaken throughout the duration of the contract i.e. one year – as the agency is expected to revise the key words to ensure that the site’s visibility improves and more traffic is routed to the site.
19				Please confirm the technology stack of the existing ISA website, and do you have a preference for the technology to be implemented for the data portal (Backend, frontend, data visualisation, admin portal)?	ISA’s current website technology is Node JS for frontend, Mongo DB for backend and Custom Admin panel to update the website. For the data portal – preferences are mentioned in the RfP (i.e. Tableau and SQL) – but the agency can propose.
20				Would server(s) be provided by ISA?.	Yes, ISA will provide the cloud server to host the portal. For that we need the specifications to implement the server.

21				<p>Page 27: "Demonstrated experience in developing communication materials (email campaigns, videos, profiles etc.)"</p> <p>We typically use our partners and vendors to do this, as they would be the experts in marketing and design. Would subcontracting this requirement be feasible for this assignment?</p>	<p>The agency is responsible for getting this work done including incorporating feedback from ISA. It's up to them how they get the work done.</p>
22				<p>Financial format - There are additional expenses incurred in the development of a data portal, these are namely Security audit, servers, domains, backups, SSL etc. How shall we quote for these in the proposal, as they may be optional in nature.</p>	<p>At this point of time, ISA estimates that – security audit charges will be borne by the bidding agency, but other expenses like servers, domains, etc. will be borne by ISA – The agency can quote in format as mentioned in RFP. For Additional services – please quote separately as an optional component</p>
23				<p>Are Joint ventures/ Consortiums allowed? We ask for clarification as Form C has been provided.</p>	<p>Please see the clause 14 and 15 in Section 2. Instruction to Bidders. Only one proposal is allowed.</p>
24				<p>Would it be possible to request an extension in the submission date, pending a response to the clarifications sought in this email?.</p>	<p>(It is extended upto 20th May 2023</p>

25			Financial Standing:- The RFP requires a minimum average annual turnover of US\$ Hundred Thousand for the last three years. As we are planning to bid for the project as a Joint venture of two organizations, we would like to know if we can combine the financial capabilities of both organizations to meet the minimum turnover requirement or if each partner in the Joint Venture must meet this requirement individually.	Minimum average annual turnover of US\$50,000 for the last 3 years
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