



**Request for Proposal on developing a strategy  
paper for creating the South Asia Forum for  
Electricity Market (SAFEM) for promoting cross-  
border electricity trade (CBET)**

**RFP No. - IRADe/SARI/2019-20/10**

December 11, 2019



**South Asia Regional Initiative for Energy Integration (SARI/EI)**

Integrated Research and Action for Development (IRADe)

B-44, Shivalik Road, Malviya Nagar, New Delhi-110017

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[www.sari-energy.org](http://www.sari-energy.org)

## Terms of Reference

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## Abbreviations

BBIN	Bangladesh-Bhutan-India-Nepal Initiative
BIMSTEC	Bay of Bengal Initiative for Multi-Sectoral Technical and Economic Cooperation
CBET	Cross-Border Electricity Trade
INR	Indian Rupees
IRADe	Integrated Research and Action for Development
SAARC	South Asian Association for Regional Cooperation
SAFEM	South Asia Forum for Electricity Market
SAFIR	South Asia Forum For Infrastructure Regulation
SARI/EI	South Asia Regional Initiative for Energy Integration
ToR	Terms of Reference
USAID	United States Agency for International Development

## 1. Introduction

<b>RFP No.:</b>	<b>IRADe/SARI/2019-20/10</b>
Issue Date:	11th December 2019
Closing date:	10th January 2020
Assignment:	<b>Request for Proposal on building consensus and developing a strategy paper for creating the South Asia Forum for Electricity Market (SAFEM) for promoting cross-border electricity trade (CBET)</b>
Implementing Agency:	Integrated Research and Action for Development (IRADe)
Funding Agency:	United States Agency for International Development (USAID)

IRADe is inviting prospective organizations through this **Request for Proposal on developing a strategy paper for creating the South Asia Forum for Electricity Market (SAFEM) for promoting cross-border electricity trade (CBET)**. This is an activity funded under the United States Agency for International Development (USAID) for South Asian Regional Initiative for Energy Integration through IRADe.

The document includes: instructions **for** bidders; the Terms of Reference for the assignment; and information on bid/bid particulars, including technical and financial selection criteria, and the copy of the draft contract.

**Bids are due on 10th January 2020 by 1500 Hrs.** Please send your bid in hard copy and soft copy to the following address:

The Program Administrator  
SARI/EI Project Secretariat  
B-44, Shivalik Road, Malviya Nagar,  
New Delhi - 110017

## 2. Instructions for Bidders

SARI/EI is a USAID-funded Program, therefore, the RFP follows USAID Procurement Regulations and Laws. All bidder details will be kept confidential. Bidders are expected to examine carefully and comply with all instructions, forms, and contract provisions contained in these Bidding Documents.

Attached in the Annexures are the following documents to assist in the preparation and submission of a bid:

<a href="#">Annex I:</a>	Bid Submission Declaration
<a href="#">Annex II:</a>	Technical Format for Organizational Experience
<a href="#">Annex III:</a>	Technical Format for Personnel Details
<a href="#">Annex IV:</a>	Staffing Schedule
<a href="#">Annex V:</a>	Financial Format for Cost of Assignment
<a href="#">Annex VI:</a>	Draft Contract
<a href="#">Annex VII:</a>	General Terms and Conditions of the Consultant Agreement

It shall be assumed for any bid received by IRADe under this RFP, the bidder, has understood and accepted all terms and conditions and guidelines mentioned in this Bid document.

### 3. Terms of Reference/ Scope of Work

Below mentioned is the terms of reference for the **RFP on building consensus and developing a strategy paper for creating the South Asia Forum for Electricity Market (SAFEM) for promoting cross-border electricity trade (CBET).**

#### 3.1 Background of SARI/EI

South Asia Regional Initiative for Energy (SARI/E) is a long-standing program of USAID started in the year 2000. The program covers eight countries of the region i.e. Afghanistan, Bangladesh, Bhutan, India, the Maldives, Nepal, Pakistan, and Sri Lanka. The program has consistently strived for enhancing energy security of South Asian nations. The SARI/EI program of USAID entered its fourth phase in 2012, which was extended and will continue till 2022. The SARI/EI program aims to promote regional energy integration as well as increase cross border electricity trade in the region. The overall objective of SARI/EI is to create an ‘enabling’ environment to support the establishment of a South Asian electricity market, and gain consensus and support from the key decision makers and stakeholders. SARI/EI program focuses on three developmental outcomes i.e. Coordination of Policy & Legal and Regulatory Framework; Advancement of Transmission Systems Interconnection; and establishment of South Asia Regional Electricity Market. To achieve these outcomes, three dedicated Task Forces (TFs) have been constituted under the program, primarily represented by nominated members from South Asian Country governments (Energy/Power Ministries), Electricity Regulatory Commissions, Planning Authorities, National Power Transmission utilities, Power Market Institutions etc. The program has an oversight body in the form of a high-level ‘Project Steering Committee’ with representation from senior officers from each country. Integrated Research and Action for Development (IRADe) is the implementing partner for the fourth phase (2012-2022) of the SARI/EI program through a cooperative agreement with USAID.

#### 3.2 Brief details about the TF-3 Study Report

- i. The Task Force 3 under the SARI/EI program recommended creation of **South Asia Forum for Electricity Market (SAFEM)**. This forum will support market- based electricity trade in South Asian Region including bilateral, multilateral and collective electricity trade.
- ii. The proposed SAFEM will be a forum **of market players** of the South Asian Countries.
- iii. It is envisioned to be critical for the success of Cross-Border Electricity Trade (CBET). The Forum would work towards various facets of electricity market, including market structure and products, market design and rules, payment mechanism of trade, etc.

#### 3.3 Scope of Work

The proposed SAFEM will be a neutral body, which aims to facilitate regional electricity market development and creation. This will also help in adoption and implementation of guidelines and policies by advising the South Asian countries on power trade and markets in the region.



The scope of work of the consultant shall include the following:

- i. To give a detailed background on the creation of a forum” **South Asia Forum for Electricity Market (SAFEM)**” for promoting CBET through a consultative process with all relevant stakeholders.
- ii. Review, analyze and assess the electricity market structure, market design, instruments and trade situation in South Asian region.
- iii. Review and analysis of the international experiences of formation of a forum or Regional association of Electricity Market players. International experiences may include from Europe, South Africa, Western Africa, U.S. (PJM and other markets), Central America, Asia (GMS and ASEAN) and Australia.
- iv. Analyze the existing forums/institutional mechanisms, if any, in South Asian Region and their role, responsibilities, structure, function etc. from the perspective of the proposed SAFEM. Analyse and explore the possibility of including members from existing institutions such SAFIR, SAARC, BIMSTEC, BBIN, etc.
- v. Based on the above, propose the role, functions, operating structure (including working groups, expert committee etc.) for SAFEM with detailed analysis. Consultant should discuss pros and cons and suggest whether the structure should initially start with a formal or informal structure, and also provide recommendations on institution which is best suited to house SAFEM.
- vi. Present the proposed structure and other findings in the Project Steering Committee and Task Force-3 meetings as well as other stakeholder consultations that will be organized in South Asian countries to seek views of market participants (all International travel charges and costs associated with the consultations will be borne by SARI/EI secretariat).
- vii. Develop a strategy paper along with the detailed plan for SAFEM implementation and submit to SARI/EI Project Secretariat in the form of a report. The Strategy paper should also reflect the nuances, opinions and suggestions of the concerned parties/stakeholders, along with the final recommendations for developing consensus towards addressing differences while building upon areas of unanimity.
- viii. To review the possibility towards broadening the scope of SAFEM by including gas market, in addition to power and what that would entail, in terms of market participants, rules, etc. What could be the pros and cons in such a situation.

### **3.4 Areas to be covered**

**SAFEM** may deliberate on the following subjects. The below details are indicative in nature, and may be evolved and modified further.



- Review the Power Market policies and rules/regulations for cross border Electricity trade in each of the South Asian countries in the Region.
- Report on market opportunity for private sector participants in regional electricity market in South Asia.
- Identification of issues/challenges for regional electricity market development in the region.
- New and upcoming market products such as financial derivatives, capacity markets, etc. for electricity trade.
- Renewable Electricity trade in South Asian regional market.
- Framework for multilateral and trilateral power market development in South Asian region.
- Potential of expanding the Electricity Market to include Gas
- Potential to expand electricity market to South East Asia

### 3.5 Deliverables

S.N.	Description	Timeline
1.	Inception report and presentation covering the As-is scenario and literature survey	Two months of signing of the contract
2.	Draft report and presentation covering the analysis and key findings	Four months from the date of signing contract
3.	Minutes of the meeting of the Consultation meetings with various key stakeholders	Five months from the date of signing contract
4.	Interim report along with detailed plan for implementation of SAFEM	Seven months from date of signing contract
5.	Final report and presentation covering detail as per the above scope of work	Nine months from date of signing of contract

### 3.6 Time Line of the Study

- Nine months from the date of award.

## 4. Conditions of Bid

### 4.1 Bid Content

1. The bid must contain the following:
  - a) A cover letter to the Bid for the assignment
  - b) A technical bid with a soft copy in a CD
  - c) A financial bid with a soft copy in a CD
2. Technical Bid and Financial Bid should be submitted in separate envelopes indicating clearly in the envelopes “Technical Proposal” and “Financial Proposal” Both the sealed envelopes must be sealed in separate envelope superscripting **RFP No. IRADe/SARI/2019-20/10 - Request for Proposal on developing a strategy paper for creating the South Asia Forum for Electricity Market (SAFEM) for promoting cross-border electricity trade (CBET)**

#### 4.1.1 Cover Letter format

Cover letter to the bid should include the following information:

- i. Name, title, telephone number, and e-mail address of the person authorized to represent the bidder.
- ii. Declaration that the bidder accepts the terms described in their tender and assumes responsibility for any pre-contract costs incurred during the bid and negotiation phases.
- iii. A signature of this letter by a duly authorized representative of the company.

A format of the cover letter is placed in [Annex I](#).

#### 4.1.2 Technical Bid form

The bidder shall structure the technical part of its bids as follows:

##### 1. Management/Organization Experience

- a. This section should provide organization details to include the year and state/country of incorporation and a brief description of the bidder’s present activities. It should focus on services related to the Bid.
- b. The bidder should provide its Experience in similar projects. Further, in this section the bidder should give details of various projects that are successfully completed/being executed by the organization. Please see [Annex II](#) for the format.
- c. Detailed project data sheets should be provided of the projects mentioned in the experience section

##### 2. Resource Plan

- a. This should fully explain the bidder’s resources in terms of personnel and facilities necessary for the performance of this requirement, including key personnel identified. The bidder should submit the curriculum vitae of the

- key personnel who will work on this assignment in the format in [Annex III](#)
- b. A staffing schedule should be part of the resource plan section wherein the number of days' the personnel will be working on the project should be mentioned. A format of the staffing schedule is placed in [Annex IV](#)
  - c. If an external advisor/consultant is hired, scanned Letter of the association clearly substantiating that the advisor/consultant has agreed to devote the given number of man-days in this particular assignment should be attached.
  - d. The Qualifications with specialization should be mentioned for all personnel working on the project.

### 3. Proposed Methodology

- a. This section should demonstrate the bidder's responsiveness to the scope of work by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics; and demonstrating how the proposed methodology meets or exceeds the deliverables mentioned in the ToR. This would include **making presentation of the methodology** by the bidder.
- b. A detailed list of the activities planned should form a part of the timeline of the proposal.
- c. The technical part of the Bid should not contain any pricing information whatsoever on the services offered. **Financial bid is to be submitted in a separate sealed envelope.**
- d. It is mandatory that the bidder's Bid numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the RFP.

#### 4.1.3 Financial Bid

The Financial Bid should be submitted as per the attached format ([Annex V](#)):

- a. It should be a Lump sum fixed cost (quote) of the assignment
- b. Any amount of the nature of taxes, duty, levy, etc. should be mentioned separately and will be paid as per applicable rates as and when due.
- c. Confirmation of the payment schedule included as mentioned in 4.4

## 4.2 Bid Assessment

### 4.2.1 Bid Assessment Process

1. The bid must comply with the requirements of the Scope of Work (SoW).

2. 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.
3. IRADe will evaluate the technical bids based on various parameters, the most important ones being the following:
  - a. Organizational experience of the firm in related assignments in the area of
    - I. Regional/Cross Country Power System integration and market operations.
    - II. Commercial aspects of market -Tariff, Transmission Charges & Losses, Energy Accounting and Imbalance Settlement.
    - III. Design and development of Power Market structure, products and mechanism and Operational aspects of Power Market, including collective and bilateral trading
    - IV. Regulations, Codes and Standards from the perspective of market operations and control.
    - V. Framework of multilateral and trilateral power trading;
    - VI. Framework of renewable energy markets.
    - VII. Experiences with the development and operation of Gas Market.
    - VIII. Experience towards development of Relevant Regional Institutions.
    - IX. Power Market Development and Operations Related Training and Capacity Building.
    - X. Experience of working South Asian Countries in Power/Energy sector
  - b. Methodology/approach, Staffing Schedule and timeline; Qualification and experience of key personnel proposed to work in this assignment;
4. The technical and financial score shall be evaluated as per the following formula to ascertain the ranking of the firm:
 
$$\{\text{Technical Score} \times 0.70 + (\text{LP/FP} \times 100) \times 0.30\}$$

LP is the lowest quoted price from among the bidders  
FP is the quoted price of the bidder whose bid is being evaluated
5. The technical proposal will be evaluated based on the below mentioned parameters:
 

a. The Consultant's/Organisation's relevant experience for the assignment	25%
b. Understanding of the issues and approach to be followed	10%
c. The qualifications and experience of the key staff (who would actually be working on the project) proposed	40%
d. Quality of presentation made before Technical Evaluation Committee	25%
6. Bidders will be invited to make technical proposal presentation any time after submitting of bids.
7. The firms who secure minimum **70%** marks in the technical assessment, the financial bid of only such firms shall be opened.

8. IRADe reserves the right to:
  - i. Accept or reject any bid, and to annul the bid process thereby rejecting all bid, at any time prior to the award of contract
  - ii. Cancel or vary the Request for Bid process.
  - iii. Reject any bid that does not adhere to the structure and content requirements as outlined in this Request for Bid.
  - iv. Accept bids for the whole or part of the requirement/assignment
  - v. Negotiate with the most favorable bidder. Request for any additional certifications or clarification.
9. IRADe shall not be bound by any verbal advice given or information furnished but shall be bound only by written advice or information.
10. The conduct of this Request for Bid shall not be construed in any way as a legally binding agreement between IRADe and another Party or the acceptance of any liability by IRADe.
11. A bid will not be considered in a case where the bidder or a representative of the bidder gives or offers anything to an employee or agent of IRADe as an inducement or reward, which could in any way tend to influence the actions of that employee or agent.

#### 4.2.2 Acceptance of Bids

1. IRADe is not bound or required to accept the lowest priced bid or any bid.
2. A bid will not be deemed to be accepted unless and until such time as a formal contract is negotiated and executed by both IRADe and the successful bidder.
3. IRADe reserves the right to enter into negotiation with any other bidder if contract negotiations cannot be concluded with the preferred bidder.

#### 4.2.3 Lodgment of Bids

1. It is the responsibility of the bidder to ensure that the bid is received at IRADe by the closing date and time prescribed in this Request for Bid. A bid lodged after the closing date and time is a late bid and may be excluded from consideration at IRADe's sole discretion.
2. IRADe will not consider or entertain any queries about a decision to assess or reject a late Bid.
3. Bids are to be in English and all financial bids and costs are to be in Indian Rupees.

#### 4.2.4 Bidder Costs

Bidders are responsible at their own cost for:

1. Making all arrangements and obtaining and considering all information relating to the Terms of Reference.

2. The preparation, delivery and lodgment of their bids
3. Costs associated with any issues that may arise, including disputes, related to the bid process
4. Cost associated with attending a pre bid meeting in case such a meeting is held.

#### 4.2.5 Confidentiality

Bidders must keep any discussions or contact with IRADe in connection with the Invitation to bid and any Contract negotiations, strictly confidential and shall not disclose such information to any third party.

#### 4.2.6 Request for Information

Any prospective bidder may within a reasonable time, before the closing date request for clarification on any point of clarification in this Request for Bid. The information requested shall be given in writing by IRADe as soon as practicable, and where in the opinion of IRADe the information could have an effect on other bidders, that information shall be given in writing to all the other bidders.

#### 4.2.7 Bidder Acceptance of Conditions

A bid lodged in response to this Request for Bid does so with agreement to these Conditions of Bid unless any departures from these Conditions are detailed in the bid submission. IRADe reserves the right to reject or accept any departure from these Conditions of Bid, and thereby determine that the bid submission is non-conforming for that reason.

#### 4.3 Bid Delivery Instructions

<b>Closing Time:</b>	<b>1500 Hrs, 10th January 2020</b>
<b>Contact Person:</b>	Phalguni Dasgupta
<b>Bid Validity Period:</b>	60 days
<b>Delivery Address:</b>	Hard copy and soft copy in cd of bid to be submitted by Hand Delivery/Registered Post to: The Program Administrator, SARI/EI Project Secretariat B-44, Shivalik Road, Malviya Nagar, New Delhi-110017 Tel:+91 11 26692714-16
<b>Email address for any query:</b>	<a href="mailto:pdasgupta@irade.org">pdasgupta@irade.org</a>

#### 4.4 Payment Schedule

IRADe shall effect the payment to the bidder on successful completion and

acceptance of deliverables to IRADe as per the following payment schedule:

S.N	Description	Timeline	Payment percentage
1.	Inception report and presentation covering the As-is scenario and literature survey	Two months of signing of the contract	20%
2.	Draft report and presentation covering the analysis and key findings	Four months from the date of signing contract	20%
3.	Minutes of the meeting of the Consultation meetings with various key stakeholders	Five months from the date of signing contract	10%
4.	Interim report along with detailed plan for implementation of SAFEM	Seven months from date of signing contract	20%
5.	Final report and presentation covering detail as per the above scope of work	Nine months from date of signing of contract	30%



## 5. Annexures

### Annex I: Bid Submission Declaration

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services to conduct a **“Request for Proposal on developing a strategy paper for creating the South Asia Forum for Electricity Market (SAFEM) for promoting cross-border electricity trade (CBET)”** for the sum as may be ascertained in accordance with the financial bid attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Bid for a period of 60 days from the date fixed for opening of Bids in the Invitation for Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Name of the Organisation:	
Date of Incorporation of the Organisation:	
Contact Person details: Name: Designation: Mobile No.: Email ID:	

## Annex II: Technical Format for Organizational Experience

S.N	Name of the assignment	Client name	Time Period	Value (INR)	Status Ongoing/Completed
1					
2					
3					
4					
5					
6					
7					
8					
9					
10.					

**Description of the Projects should be attached separately as project data sheets.**

### Annex III: Technical Format for Curriculum Vitae

Please provide resume of individuals /consultant details as per following format

- 1) Name of the Personnel
- 2) Nationality
- 3) Professional Area of expertise:
- 4) Academic Qualification (summarize college, university, specialized education etc. with degree and Specialization and year of attainment)
- 5) Key qualification (training or other qualifications obtained pertinent to this project)
- 6) Details of experience in similar assignments:
- 7) Position held in the firm
- 8) Number of Years with the firm
- 9) Proposed position in team for this project
- 10) Experience Record (list positions with organizations and nature of duty).
- 11) Language proficiency
- 12) If an external advisor/consultant is hired, scanned Letter of the association clearly substantiating that the advisor/consultant has agreed to devote the given number of man-days in this particular assignment should be attached.

## Annex IV: Staffing Schedule

SN	Name of the Resource Person	Designation	Activities to be undertaken	No. of Man-days per month									Total man-days in the assignment
				M1	M2	M3	M4	M5	M6	M7	M8	M9	

## Annex V: Financial Bid Format

Dear Sir/Madam,

We hereby declare that the following costs outlined in the Terms of Reference for conducting a **“Request for Proposal on developing a strategy paper for creating the South Asia Forum for Electricity Market (SAFEM) for promoting cross-border electricity trade (CBET)”**. We further declare that these are FIRM (fixed) prices and shall remain unchanged for the entire period of consultancy/assignment.

Item	Lump sum Fixed cost (INR)	Taxes/duties if any	Total Amount (INR)
Scope of Work			

We also confirm that the payment schedule as provided in the RFP is acceptable to us.

Signature:

Name:

Designation

Seal:

## Annex VI: Draft Contract

This consultancy contract is made on this ---- day of ....., 2019 by and between:

Integrated Research and Action for Development, a fully autonomous advanced research institute a nongovernmental, not for profit Organisation having its principal place of operation at C-80, Shivalik, Malviya Nagar, New Delhi – 110 017, India (hereinafter referred to as the “IRADe”);

and

(Name of the organization) .....having its principal place of operation at..... (herein referred to as “Consultant”)

Here in after referred to as the ‘parties’.

Whereas:

1. The Consultant having the requisite expertise, in relation to the tasks referred in Terms of Reference (ToR) agrees to provide professional services and would work in accordance with IRADe quality assurance procedures.
2. The contract will be effective from the date of signing of the contract shall be completed by and will be executed with dates as mentioned in the key deliverables of the terms of reference, unless terminated earlier in accordance with the provisions of the contract
3. The activity is being funded by the United States Agency for International Development (USAID).
4. Consultancy cost

The all-inclusive lump sum consultancy cost for the assignment as per the scope of work shall be INR..... (Amount in words.....,) inclusive of all taxes/duties, service tax etc.)

5. Terms of payments

S.N	Description	Timeline	Payment percentage
1.	Inception report and presentation covering the As-is scenario and literature survey	Two months of signing of the contract	20%
2.	Draft report and presentation covering the analysis and key findings	Four months from the date of signing contract	20%
3.	Minutes of the meeting of the Consultation meetings with various key stakeholders	Five months from the date of signing contract	10%

S.N	Description	Timeline	Payment percentage
4.	Interim report along with detailed plan for implementation of SAFEM	Seven months from date of signing contract	20%
5.	Final report and presentation covering detail as per the above scope of work	Nine months from date of signing of contract	30%

#### 6. Time Schedule

The estimated time for completion of the activities is from the date of signing of this contract. The above time schedule is indicative and could be increased or decreased as may be required by IRADe.

At each stage of the work as desired by IRADe, the agency engaged would be required for interaction and attend review meetings/make presentations in IRADe/USAID at a time and place intimated by IRADe.

7. This contract will be governed by IRADe's General Terms & Condition for Consultancy Contract as laid down in **Annex VI**.

8. The bid submitted by the consultant and all the communication with respect to the **RFP No \_\_\_\_\_** between the two parties will be part of this contract.

9. All communication regarding this contract should be addressed to            who will manage this contract or the person designated by him.

10. In witness thereof, this contract is signed on

For and on behalf of **IRADe**

Signature: Name: Designation Date:

For and on behalf of **Consultant**

Signature:

Name:

Designation:

Date:



## Annex VII: General Terms and Conditions of the Consultant Agreement

This contract consists of the following **THIRTEEN ARTICLES**:

ARTICLE I:	Definitions and Interpretations
ARTICLE II:	General Conditions of Agreement
ARTICLE III:	Payment
ARTICLE IV:	Duration of Contract
ARTICLE V:	Taxes/Duties/Service Tax
ARTICLE VI:	Penalty for Late Submission of Deliverables
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ARTICLE X:	Law and Jurisdiction
ARTICLE XI:	Disputes
ARTICLE XII:	Funders Terms and Conditions
ARTICLE XIII:	Miscellaneous

### ARTICLE I: Definitions and Interpretations

#### Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

AGREEMENT means the Agreement between IRADe and \_\_\_\_\_; CONSULTANT means the party named in the Agreement.

SERVICES mean the professional services to be performed by the consultant in accordance with the Terms of Reference of the assignment.

*Force Majeure* shall mean war, civil commotion, fire, flood, riots, all natural calamities, action by any government or any event beyond the reasonable control of the party affected.

### ARTICLE II: General Conditions of Agreement

1. Both parties hereby declare that they are fully empowered, authorized and competent to execute this agreement.
2. The consultant shall ensure that the services rendered are strictly in accordance with the standard prescribed in terms of the agreement entered into between IRADe and the consultant.
3. The consultant shall regularly apprise IRADe with respect to the progress of the services rendered and shall carry out such modifications as may be instructed by IRADe from time to time.
4. The consultant shall not be entitled to substitute personnel unless IRADe gives written consent to such substitution. IRADe shall not be liable to meet any costs arising from the replacement of such personnel.

5. Notwithstanding anything contained in this agreement, the relationship of IRADe and the consultant shall not be construed, as that of employer and employee and staff of the consultant shall at no time be considered as employee/s of IRADe.
6. The consultant shall be responsible for all acts of omission and commission of persons engaged by the Consultant whether or not in the course of performing the services and for the health safety and security of such persons and their property.
7. The terms/conditions/scope of this contract shall not be varied/altered/modified until and unless mutually agreed by and between IRADe and the consultant and such modification shall be reduced to writing in the form of an amended contract.
8. IRADe shall retain copyright of all documents prepared by the Consultant in relation to the services rendered.
9. The Consultant shall not engage in any activity which might conflict with the interest of IRADe under this agreement or the agreement of IRADe with Client.
10. The consultant shall not during or after the termination of the contract disclose to any third party any information arising from the contract, other than in the proper performance of their duties, except with the prior written permission of IRADe. The Consultant will be signing a Non-Disclosure Agreement (NDA) with IRADe in this regard.
11. The consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the agreement and shall act in accordance with the services as provided in Terms of Reference
12. The consultant shall not without the written consent of IRADe, in any way assign or transfer his/ her obligations under this agreement or any part thereof to anyone, failing which the contract may be rescinded by IRADe.
13. The consultant shall keep IRADe indemnified in respect of any loss or damage or claim howsoever arising out of negligence on the part of the consultant in relation to the performance or otherwise of the services to be provided under this contract.

### **ARTICLE III: Payment**

1. IRADe shall pay to the consultant a fixed price for the services to be provided as per this agreement.
2. Payment will be authorized after completion, delivery, and acceptance by IRADe representative of all services, and scheduled deliverables stipulated herein. Payment will be made as soon thereafter as the regular course of business will allow based on the submission of the correct invoice.
3. The Consultant shall be paid according to the payment schedule as per this agreement.

## ARTICLE IV: Duration of the Contract

1. The agreement is deemed to commence on the date specified earlier. 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.
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*.

## ARTICLE V: Taxes/Duties/Service Tax

Consultant is responsible to pay all taxes due to the local tax authority as a result of Services provided to IRADe.

## ARTICLE VI: Penalty for Late Submission of Deliverables

Deliverables must be submitted to IRADe his/her designee on the date agreed upon. Payments are subject to satisfactory submission of all deliverables. For non-excusable delayed deliverables without prior written agreement of IRADe representative, payment of any outstanding invoices will be withheld until satisfactory submission. Should the Consultant fail to submit deliverables as required under this agreement for more than 5 (five) business days past the deadline, IRADe shall withhold all payments associated with the outstanding deliverables and may exercise the termination clause as outlined in **Article VII. TERMINATION of this contract**

## ARTICLE VII: Termination

IRADe shall have the option to terminate the contract in the event of termination of the **(Cooperative Agreement by the USAID)** for whatever reasons. In the event of such termination, the Consultant shall be entitled to receive all supporting funds as described herein for those expenditures justifiably incurred to the time of termination of this purchase order, including commitments which cannot be reversed or mitigated, to the extent that said funds are available to IRADe under its **Cooperative Agreement**.

IRADe shall have the option to terminate this agreement in the event Consultant materially breaches any of the terms and conditions set forth herein. Consultant shall receive advance written notification of termination, a description of the nature of the breach and, if applicable, the opportunity to remedy or cure any such breach of terms as described below in **Article XI. DISPUTES**. In the event of termination, such right to terminate shall be IRADe sole remedy at law and equity. IRADe may require reimbursement of any expenses improperly incurred prior to termination in a sum not

to exceed the total contracted amount.

The Consultant's entitlement to notice as set out above is without prejudice to IRADe's right to dismiss the Consultant summarily in the event of gross or serious misconduct by the Consultant. Examples of such misconduct include (but are not limited to) the commission by the Consultant of any fraudulent act or act of dishonesty, material breach by the Consultant of any of the terms of the purchase order, or conduct tending to bring the IRADe into disrepute.

Either party shall have the option to terminate the contract if either party fails to perform its obligations under this, and fails to cure any such material breach in performance within fifteen (15) days after written notification by the other party thereof.

In the event of termination of this contract the consultant shall, upon receipt of notification of termination, immediately stop work, minimize additional costs and shall not incur any further cost during the termination of performance hereunder

#### **ARTICLE VIII: Subcontracting**

Consultant should not subcontract any part of its activities described herein without the prior written consent of IRADe.

#### **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.

#### **ARTICLE X: Law and Jurisdiction**

1. This Agreement shall be governed by and construed in accordance with Indian Law.
2. This Agreement shall be subject to the jurisdiction of courts at New Delhi only.

#### **ARTICLE XI: Dispute Resolution**

1. Either Party is entitled to raise any Dispute including the existence or validity or termination of the Agreement by giving a written notice to the other Party, which shall contain:
  - i. a description of the Dispute;
  - ii. the grounds for such Dispute; **and**
  - iii. all written material in support of its claim.

2. The other Party shall, within 15 days of the issuance of the Dispute notice issued under, furnish:
  - i. counter-claim and defenses, if any, regarding the Dispute; and
  - ii. all written material in support of its defenses and counter-claim.
3. Within one month of issuance of notice by any Party pursuant to Article XI.1, the Parties to the Dispute shall meet to settle such Dispute amicably. In the event the Parties fail to resolve the Dispute amicably within the said one-month period, the Dispute shall be sent for arbitration.

#### **4. Arbitration**

The Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules made thereunder, in accordance with the process specified below:

- (i) In the event of a Dispute remaining unresolved as referred to in Article XI.1, any party to such Dispute may initiate arbitration by notifying the other Party.
- (ii) The Arbitration tribunal shall consist of 3 (three) arbitrators of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected. In the event of any disagreement between the two arbitrators, the third arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996 and the Rules made thereunder.
- (iii) The place of arbitration shall be New Delhi, India. The language of the arbitration shall be English.
- (iv) The arbitration tribunal's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- (v) The award shall be enforceable in any court having jurisdiction, subject to the applicable Laws.

#### **5. Parties to Perform Obligations**

Notwithstanding the existence of any Dispute referred to the arbitral tribunal as provided in Article XI.4, and save as the arbitral tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in Dispute) under this Agreement.

### **ARTICLE XII: Funders Terms and Conditions**

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 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.

2. **Terrorist Financing:** U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the consultant to ensure compliance with the Executive Orders and laws.
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 contract.

### ARTICLE XIII: Miscellaneous

1. This agreement shall not be modified or varied nor its provisions waived otherwise than in writing duly signed by both the parties hereto.
2. This agreement represents an integrated agreement between the parties hereto and supersedes all prior negotiations representations or agreements either oral or written.
3. The privacy of the contracts in terms of this agreement shall be between IRADe and the consultant. The researchers/ specialists/ workers or any agency employed by the consultant shall have no privacy of contract whatsoever with the IRADe.
4. The consultant will adhere to IRADe quality process and standards, and management systems while working on this contract, as guided by the Project Director, SARI/EI or person designated by him.

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