

Addendum 05

Dated: Saturday, July 10, 2021

This **Addendum 05** is issued with reference to the **RFP No.: IRADe/SARI/2020-21/06 - Request for proposal to empanel Think Tanks for creation of an outreach and dissemination forum to fast-track the agenda of Cross-border Energy Trade (CBET) and regional energy cooperation among South Asian countries** issued on **17th May 2021**.

1. With the Scope of Work and Budget remaining the same, IRADe shall involve a Consulting Firm/Organization for the management, supervision and doing due diligence of the work carried out by the Think Tanks.

The contract to engage the Think Tanks under the RFP No.: IRADe/SARI/2020-21/06 shall be signed between IRADe, Consulting Firm and the Think Tanks under the USAID Funded South Asia Regional Initiative for Energy Integration (SARI-EI) Program. IRADe shall be overall responsible for the implementation of the Contract.

In order to adhere to the above, the language of certain terms and conditions of the RFP has been changed, in consonance with the tripartite agreement between the parties. The roles and responsibilities of the parties to the Contract are defined as under:

- i. Integrated Research and Action for Development (IRADe): Approving and Implementing Agency
- ii. Consulting Firm: Management, Supervision and Coordinating Agency
- iii. Think Tanks: Executing Agency

The Amended sections of the ToR (Terms of Reference) and the contract is mentioned in the table appearing from Page No.2 of this Addendum.

2. IRADe has received proposals from various Think Tanks and all proposals submitted till date shall remain valid for evaluation under the above mentioned RFP.
3. Proposals of Think Tanks submitted before this Addendum shall remain valid for evaluation. However, if the Think Tank wishes to change the proposal submitted, they may do so.
4. The Think Tanks need to give a declaration on email to pdasgupta@irade.org that they accept the terms and conditions as issued under Addendum 05 of July 10, 2021
5. **The last date of submission of proposals have been extended to 26th July 2021**

SN	Ref, Page No.	Original Clause	Amended Clause
1.	Section 1: Introduction, Pg. No. 1	Implementing Agency: Integrated Research and Action for Development (IRADe)	Approving & Implementing Agency: Integrated Research and Action for Development (IRADe) Management, Supervision and Coordinating Agency: Consulting Firm
2.	Section 2, Instructions for Bidders, Pg. No.2, Pt. No.5	The SARI/EI Project Secretariat will then sign contracts accordingly with the think tanks based on their submitted proposals. The contract would be signed for 12 months, and would be renewed post satisfactory performance review.	The SARI/EI Project Secretariat will engage a Consulting firm/Organization to manage the activities underlined in the Scope of work mentioned in the ToR. The Consulting Firm/Organization and IRADe shall sign contracts accordingly with the think tanks based on their submitted proposals. The contract would be signed for 12 months, and may be renewed post satisfactory performance review by the SARI-EI Project Secretariat.
3.	Section 2, Instructions for Bidders, Pg. No.3, Pt. No.7	The SARI/EI project secretariat would conduct inception meeting with the contracted think tanks. It is to be noted that no monetary benefit would accrue to a think tank by mere empanelment on SARI/ EI think tank forum.	The SARI/EI project secretariat in association with the Consulting Firm/Organization would conduct inception meeting with the contracted think tanks. It is to be noted that no monetary benefit would accrue to a think tank by mere empanelment on SARI/ EI think tank forum.
4.	Section 3: Terms of Reference. Pg. No.5	Going forward, sustained budgetary support will ensure a robust, thriving forum for concentrated efforts and on-going dialogue with wider strata of audience on CBET related issues.	Going forward, sustained budgetary support will ensure a robust, thriving forum for concentrated efforts and on-going dialogue with wider strata of audience on CBET related issues. In order to execute the initiative in the South Asian countries, SARI_EI Project Secretariat will engage Consulting firm/Organization to manage and supervise the activities underlined in the Scope of work mentioned in the Section 3 of the RFP.
5.	Section 3.9. TTF Phase II para	The Think Tank Forum (TTF) – current phase (Phase II) was launched through an initiation meeting with some of the think tanks over a virtual platform. Through this meeting, SARI/EI team disseminated learnings from the first phase of TTF, and also gave a platform for the think tanks to highlight the local issues related to CBET and clean energy in their countries and	The Think Tank Forum (TTF) – current phase (Phase II) was launched through an initiation meeting with some of the Think - Tanks over a virtual platform. Through this meeting, SARI/EI team disseminated learnings from the first phase of TTF, and also gave a platform for the Think - Tanks to highlight the local issues

SN	Ref, Page No.	Original Clause	Amended Clause
		<p>present their strategy for promotion of CBET. Post the feedback received in the initiation meeting and further correspondence, the RFP was fine-tuned and finalized. This final RFP is now being floated and proposals being invited from the leading think tanks from across South Asia. The final contracts will be awarded to the most technically qualified think tank in each country. As part of the TTF activities, a two-day comprehensive Annual Seminar on CBET is proposed in each country after conclusion of the study, wherein the study will be disseminated in the presence of policymakers, civil society members, youth-focused organizations, and the local media. Media sensitization programs, shall be conducted by the partner think tanks to increase awareness on CBET, climate change and renewable energy at the beginning of the year. Also, the youth outreach program on sustainable energy/climate change shall be launched and run over the year, through which greater engagement with the youth at large to spread the positive message of CBET benefits and advantages shall be undertaken. This will culminate in the youth conducting a Session in the Annual Seminar on CBET and/or putting up a stall in the Seminar. A regional-level Conference will be held at the end of the year, wherein all the partner Think Tanks and SARI/EI media fellows will be invited to share their achievements, learnings, and feedback for the next year of TTF program.</p>	<p>related to CBET and clean energy in their countries. Following are the activities under TTFs mandate:</p> <ul style="list-style-type: none"> • Studies related to CBET on issues identified in the inception meeting between SARI/EI Project Secretariat, Consulting Firm/ Organization and the Think- Tanks. • A two-day comprehensive Annual Seminar on CBET is proposed in each country (Bangladesh Bhutan, India, Nepal, Sri Lanka) after conclusion of the study, wherein the study will be disseminated in the presence of policymakers, civil society members, youth-focused organizations, and the local media. • Media sensitization programs, shall be conducted by the partner Think - Tanks to increase awareness on CBET, climate change and renewable energy at the beginning of the year. Media site visit & orientation workshop. • Youth outreach program on sustainable energy/climate change shall be launched and run over the year, through which greater engagement with the youth at large to spread the positive message of CBET benefits and advantages shall be undertaken. Youth conducting a Session in the Annual Seminar on CBET and/or putting up a stall in the Seminar. • Individual events/ dialogues/ roundtables on issues related CBET. • Research Scholarships to be awarded to selected students. • A regional-level Conference will be held at the end of the year, wherein all the partner Think - Tanks, SARI/EI media fellows will be invited to share their achievements, learnings, and their feedback.

SN	Ref, Page No.	Original Clause	Amended Clause
			<ul style="list-style-type: none"> Under the Media Fellowship Program, journalists will be selected from Bangladesh, Bhutan, India, Nepal and Sri Lanka to write about the topics identified in the program.
6.	Section 3.7. Human Resources, Pg. No.8	The Think Tank Forum shall be coordinated by the Program Coordinator of SARI/EI with the help of the research team. The team shall be supported by the Communications Specialist to coordinate activities related to media groups, and the research analysts for outreach with the various administrative officials. A consultant will be hired by the SARI/EI Project Secretariat to handle the financial payouts to the contracted think tanks. Additionally, through the network, the identified think tank personnel working on the outreach activities and media professionals shall also be involved.	The Think Tank Forum shall be coordinated by the Consulting Firm/Organization engaged by the SARI/EI Project Secretariat. The Consulting firm/Organization hired by the SARI/EI Project Secretariat shall manage and supervise the implementation of the initiative and also handle the financial payouts to the contracted think tanks, after ensuring that the deliverables have been completed, in accordance with the Terms of Reference laid down in this RFP and approved by IRADe.
7.	Section 3.8. Empanelment of Think Tanks, Pg. No. 8	RFPs would be invited from the leading think tanks in the South Asia region fulfilling the above-mentioned criteria. Subsequent to the proposals received, 2-3 leading think tanks would be identified from each country for empanelment, based on their past work experience, studies done in SARI related themes, team size, quotation submitted for conducting the study, etc. Based on their core competence, proposal and quality, relevant work experience, studies and media linkages. the project would be awarded to the most suitable think tanks. For conducting the dissemination dialogue/ seminar, preference would be given to the think tank awarded the study. We may look at partnering with one or more local think tanks in each of the BBINS countries. The SARI/EI Project Secretariat will then sign contracts accordingly with the think tanks based on their submitted proposals. The contract would be signed for 12 months, and would be renewed post satisfactory performance review. The	RFPs are invited from the leading think tanks in the South Asia region fulfilling the above-mentioned criteria. Subsequent to the proposals received, 2-3 leading think tanks would be identified from each country for empanelment, based on their past work experience, studies done in SARI related themes, team size, quotation submitted for conducting the study, etc. Based on their core competence, proposal and quality, relevant work experience, studies and media linkages. the project would be awarded to the most suitable think tanks. For conducting the dissemination dialogue/ seminar, preference would be given to the think tank awarded the study. The SARI/EI Project Secretariat will engage an Consulting firm/Organization to manage the activities underlined in the Scope of work mentioned in the ToR. The Consulting Firm/Organization and IRADe shall sign contracts accordingly with the selected think tanks based on their submitted proposals. The contract would be signed for 12 months, and may be

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		contracted parties should provide a sustained advocacy plan to disseminate CBET related information, and ideas on engagement and exclusive advocacy campaign to self-sustain the campaign beyond the time period.	renewed, post satisfactory performance review by the SARI-EI Project Secretariat. The Think Tanks should provide a sustained advocacy plan to disseminate CBET related information, and ideas on engagement and exclusive advocacy campaign to self-sustain the campaign beyond the time period.
8.	Section 3.9. Monitoring and Evaluation	The Program Coordinator will closely monitor the activities and outcomes related to the TTF. The SARI/EI team will track the progress against the identified outputs, that shall be used for reporting.	The Consulting firm/Organization engaged by the SARI/EI Project Secretariat will closely monitor the activities and outcomes related to the TTF. The Consulting firm/Organization will track the progress against the identified outputs, that shall be used for reporting to and approval from the SARI-EI Project Secretariat.
9.	Section 3.9,iii Events, Pg. No. 9	It is proposed that each of the BBINS countries will engage the partner think tank(s) of the region.	It is proposed that each of the partner think tank(s) will engage with the respective BBINS countries of the region.
10.	Section 3.10. Media Fellowship, Pg. No. 10	Based on the media sensitization program, we shall identify three journalists each from the five countries, who shall be given fellowships for ten months writing about the topics identified in the program. The fellows shall be expected to turn in 10 stories over a period of 10 months, and by the end of the year, collate material for a book on the relevant theme, which can be launched in the next year. This will be renewed each year, subject to the impacts we see created by the series of articles.	Based on the media sensitization program, Consulting firm/Organization in consultation with the SARI-EI Project Secretariat, shall identify three journalists each from the four countries (Bangladesh, India, Nepal and Sri Lanka) and two journalists from Bhutan, who shall be given fellowships for ten months writing about the topics identified in the program. The fellows shall be expected to turn in 10 stories over a period of 10 months, and by the end of the year, collate material for a book on the relevant theme, which can be launched in the next year. This may be renewed subject to the impact created by the series of articles
11.	Section 3.11. Studies, Pg. No. 10	Additionally, we propose that based on the needs identified by regional stakeholders in different countries, and aligned with the objectives of the TTF, one national-level study specific to each BBINS country, shall be commissioned each year. The studies, which shall also help to identify the socio-economic aspects of CBET in the country, shall be conducted by members	Additionally, it is proposed that based on the needs identified by regional stakeholders in different countries, and aligned with the objectives of the TTF, one national-level study specific to each BBINS country, shall be commissioned each year. The studies, which shall also help to identify the socio-economic aspects of CBET in the country, shall be conducted by members of the TTF,

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		of the TTF, and shall be tied in with a report release event wherever possible. Alongside the study, we shall also ask the partner think tanks to put out policy briefs and articles – research and general – periodically.	and shall end with a report release event. Alongside the study, it is expected that the partner think tanks will put out policy briefs and research articles periodically.
12.	Section 3.12. Tentative Budget, Pg. No.11	¹ The Annual Seminar has been budgeted on the basis of physical attendance of delegates. This includes, flight fares, hotel accommodation and cost for organizing such seminars. The annual seminar (physical/virtual) will be finalized in consultation with SARI/EI Project Coordinator. The venue for the workshop and flight fares will be arranged by SARI/EI Admin Team with support from the Think Tanks.	¹ The Annual Seminar has been budgeted on the basis of physical attendance of delegates. This includes, flight fares, hotel accommodation and cost for organizing such seminars. The annual seminar (physical/virtual) will be finalized in consultation with the Consulting Firm/Organization and SARI/EI Project Secretariat. The venue for the workshop and flight fares will be arranged by SARI/EI Admin Team, with support from the Think Tanks.
13.	Section 3.12. Tentative Budget, Pg. No.11	² Individual events/dialogues/ research scholarships per country & Media site visit & orientation workshop shall be arranged in consultation with the SARI-EI Project Coordinator. This could be physical or virtual event/workshop depending on the conditions prevailing. Payment for the same as well as flight fares (in case of physical workshop), hotel accommodation and cost for organizing such seminars will be arranged by SARI-EI Admin Team.	² Individual events/dialogues/ research scholarships per country & Media site visit & orientation workshop shall be arranged in consultation with the Consulting Firm/Organization and SARI/EI Project Secretariat. This could be physical or virtual event/workshop depending on the conditions prevailing. Payment for the same as well as flight fares (in case of physical workshop), hotel accommodation and cost for organizing such seminars will be arranged by SARI-EI Admin Team.
14.	Section 4.1. Bid Content, iii. Resource Plan, Pg. No.13	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.	If an external advisor/associate is hired, scanned Letter of the association clearly substantiating that the advisor/associate has agreed to devote the given number of man-days in this particular assignment should be attached.
15.	Section 4.2. Bid Assessment, i. Bid Assessment Process, Pg. No. 13	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. Registration of the Firm - The think tank must be registered in the respective country, in order to have the requisite credibility and awareness of local sensitivities. Think Tanks may also	IRADe and the Consulting Firm/Organization 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. Registration of the Firm - The think tank must be registered in the respective country, in order to have the requisite

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		collaborate with other think Tanks for ensuring higher quality of deliverables. However, IRADe will have contract with the lead firm only.	credibility and awareness of local sensitivities. Think Tanks may also collaborate with other think Tanks for ensuring higher quality of deliverables. However, the Consulting Firm/Organisation will sign the contract with the lead firm only.
16.	Section 4.2. Bid Assessment i. Bid Assessment Process, Pt. No. ii, Pg. 14	Relevant experience in the areas of Energy/ Renewables/ Climate change/ Sustainable development - The think tank should have minimum 2 years' experience in conducting research/ advocacy/ policy-related work in the themes pursued by the TTF. A list of projects/ studies done in related areas to be shared with the SARI/EI project secretariat at the time of proposal. For Bhutan, the minimum requirement of 2 years of experience is waived off.	Relevant experience in the areas of Energy/ Renewables/ Climate change/ Sustainable development - The think tank should have minimum 2 years' experience in conducting research/ advocacy/ policy-related work in the themes pursued by the TTF. A list of projects/ studies done in related areas to be shared at the time of submission of proposal. For Bhutan, the minimum requirement of 2 years of experience is waived off.
17.	Section 4.2. Bid Assessment i. Bid Assessment Process, Pt. No. iii, Pg. 14	Networking with local and regional stakeholders - The think tank should be well-connected and have relevant experience in working with the stakeholders mentioned in the TTF TOR. A list of stakeholders/ partners/agencies being engaged to be shared with the SARI/EI project secretariat.	Networking with local and regional stakeholders - The think tank should be well-connected and have relevant experience in working with the stakeholders mentioned in the TTF TOR. A list of stakeholders/ partners/agencies being engaged to be shared at the time of submission of proposal.
18.	Section 4.2. Bid Assessment, ii. Acceptance of Bids, Pg. No.15	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.	A bid will not be deemed to be accepted unless and until such time as a formal contract is negotiated and executed between the Consulting Firm/Organization, IRADe and the successful bidder.
19.	Section 4.4. Activity Schedule,	IRADe shall effect the payment to the bidder on successful completion and acceptance of deliverables to IRADe as per the following activity schedule:	The Consulting Firm/Organization shall effect the payment to the bidder on successful completion and acceptance of deliverables to SARI/EI Project Secretariat as per the following activity schedule:
20.	Section Annex III: Technical Format for	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.	If an external Advisor/Associate is hired, scanned Letter of the association clearly substantiating that the Advisor/Associate has agreed to devote the given number of man-days in this particular assignment should be attached.

SN	Ref, Page No.	Original Clause	Amended Clause
	Curriculum Vitae		
21.	Section 3.10 Media Fellowship	Based on the media sensitization program, we shall identify three journalists each from the five countries, who shall be given fellowships for ten months writing about the topics identified in the program. The fellows shall be expected to turn in 10 stories over a period of 10 months, and by the end of the year, collate material for a book on the relevant theme, which can be launched in the next year. This will be renewed each year, subject to the impacts we see created by the series of articles.	Based on the media sensitization program, we shall identify three journalists each from the five countries, who shall be given fellowships for ten months writing about the topics identified in the program. The fellows shall be expected to turn in 10 stories over a period of 10 months, and by the end of the year, collate material for a Coffee Table Book (CTB) on the relevant theme, which can be launched in the next year. This may be renewed each year, subject to the impacts we see created by the series of articles.
22.	Section 3.10 Media Fellowship, Pg. No. 10	Detailed Media Fellowship Plan shall be shared separately	SARI/EI Media Fellowship Program attached in Annex 1
23.	Section 5.4. Annex IV: Draft Contract Pg. No.20	Draft Contract IV	Please refer to the Annex 2 for the Draft Contract

Issued by:

Phalguni Dasgupta

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Annex 1: SARI/EI Media Fellowship Program

The SARI/EI Media Fellowship Program is an important component of the South Asia Think Tank Forum (TTF) for regional energy cooperation, founded under the South Asia Regional Initiative for Energy Integration ([SARI/EI](#)) program. Formulated in 2016, as an outreach and dissemination forum, the TTF endeavors to engage policy makers, media, parliamentarians and bureaucrats, civil society and citizens to prioritize, fast track and push the agenda for Cross-border Energy Trade.

Being a major source of building awareness and mobilizing public opinion, the media is an important stakeholder of the SARI/EI TTF program. The TTF seeks to proactively engage with the energy sector/climate beat media in each South Asian country, to build public opinion in favor of the objective of the USAID funded SARI/EI program, i.e. primarily promoting cross border energy trading (CBET) in South Asia, Energy Access and Sustainable Development. To take this forward, the TTF will identify relevant journalists/media groups - at the national and regional levels - who can extensively cover the subject of CBET, and provide media fellowships to personnel to ensure continuous feed of targeted stories, exclusives, editorials/opinion pieces, documentaries and films, on identified topics.

1.1. Objective of SARI/EI Media Fellowship Program

Proactive media engagement will help build awareness on the key objectives of the SARI/EI program among the society at large. It can also be used to draw public attention to policy and regulatory gaps which need to be addressed in a suitable manner.

SARI/EI media fellowship aims to strengthen public awareness and engagement on the issues of Cross-Border Energy Trade (CBET), energy security in the South Asia region, renewable energy, clean energy access, and its impact on gender equity and climate change.

1.2. Themes of the Fellowship

- Cross border Energy Trade – Impact and benefits of CBET on the respective countries/ linking CBET to energy security/ cross-linkages between growth of Energy Markets and Sustainable Development
- Climate change, Sustainable Development and Renewable Energy
- Clean Energy Access, Gender and Climate Change

1.3. Media Engagement through Think Tanks

- IRADe, under the SARI/EI program, will partner with leading Think - Tanks in each of the BBINS countries for media fellowship and sensitization workshops.
- The media fellowship program is envisaged to be a two-year program, with 10-month fellowship period. This may be extended based on the quality and number of stories generated and objectives achieved.
- No. of Fellows from each country in each year:
 - India - 3
 - Bhutan – 2

- Sri Lanka – 3
- Bangladesh – 3
- Nepal - 3
- Partner Think Tanks to organize one site visit for the media each year for enhanced understanding.
- One national-level media sensitization workshop will be conducted annually by the partner think tank in each country. SARI/EI Media Fellowship program can be announced at this workshop.
- The Think Tanks will invite applications from the energy/climate beat journalists and grant the SARI/EI fellowships, as per the defined criteria and terms. For this, the Think Tank will reach out through multiple platforms, including emailers, advertisements, website notifications, social media, etc.
- The Think Tanks, in partnership with the SARI/EI Project Secretariat under IRADe and the Consulting Firm/Organization, would conduct a basic orientation workshop for the fellows on matters related to Energy Security, CBET, Power Markets, Common Minimum Grid Code, mandate of SARI/EI program, background of USAID’s SARI/E program, etc.
- Details of selected fellows would be updated on the SARI/EI and IRADe websites and the Consulting Firm/Organization’s website as well as on the partner Think-Tank’s website.
- Concluding regional workshop and development of a Coffee Table Book (CTB) will be done by SARI/EI secretariat with support from the Consulting Firm/Organization and partner Think Tank at the end of year of fellowship period. The CTB will collate material for a book on the on the basis of the stories. The workshop and CTB will showcase the reportage and case-studies on themes of CBET and energy integration in the BBINS region.
- The SARI/EI Program Coordinator in consultation with Communication Lead in SARI/EI Project Secretariat have been designated as the lead for the media fellowship and would regularly interact with the fellows to appraise program events/ activities and review the editorial stories planned, with the support of the Consulting Firm/Organization. They would also keep senior management at SARI/EI and USAID informed.

1.4. Selection Criteria

- Extensive experience in reporting on energy, power, and climate change issues
- Mid-level professional preferably 5-10 years of experience (Principal Correspondent to Deputy Editor level)
- Willingness to travel to cover stories related to the fellowship themes.
- Language of reporting can be English or any of the official South Asian languages along with a translation in English.

1.5. Duration

- The media fellowship program is initially envisaged to be a one-year program, with 10-month fellowship period.
- There would be monthly review of progress by the Consulting Firm/Organization and the SARI/EI Program Coordinator and Communication Lead while quarterly reviews will be conducted by SARI/EI senior management and USAID.
- Depending on the quality and number of stories generated and objectives achieved, the fellows may be granted continued fellowship in case of continuation of the program.

1.6. Fellowship

The total Fellowship amount will be Rs.200,000, (Rs. 20,000 paid on a monthly basis for 10 months), out of which Rs.1,50,000 will be tied to published articles (please see deliverables section below). The remaining amount of Rs.50,000 (to be paid on actual expense incurred), will be earmarked for travelling for reporting and covering stories related the fellowship themes.

1.7. Selection Process

All applicants must submit a full application by the deadline. From the pool of applicants, a group of finalists will be selected based on their experience and previous coverage of relevant topics. The final interview will be held with a selection committee consisting of senior officials from USAID India, IRADe and the SARI/EI Project Secretariat. This shall be facilitated by the Consulting Firm/Organization.

1.8. Deliverables

- Once selected, the fellows will have to attend an orientation workshop organized by SARI/EI, with the support of the Consulting Firm/Organization
- The fellows will be expected to publish/broadcast long format human interest stories, features, and opinion-editorials.
- The fellows will turn in **ten published or broadcasted (@INR 15,000 per article/broadcast)** news reports/editorials/opinion pieces in reputed newspapers/media platforms/ documentaries over a period of 10 months (one per month) after selection.
- The stories may or may not be limited to SARI/EI interventions, but must contribute to the larger dialogue on the subject of promoting CBET, and the related themes of the fellowship.
- In case of print or online stories, the stories should preferably be in long format. In case of films/documentaries, it should be exclusive long format content for broadcast platforms. Fellows would be encouraged to promote their stories on social media platforms.
- The Fellows must acknowledge the support of SARI/EI Project Secretariat under IRADe and USAID when they publish or present their stories/reports/films elsewhere.

- The Fellows are expected to share a draft version of their stories with the Consulting Firm/Organization and the SARI/EI Program Coordinator and Communication Lead for validation.
- USAID and SARI/EI Project Secretariat team under IRADe, with the support of the Consulting Firm/Organization, will facilitate the program through monthly calls/visits. The team will apprise the Fellows on latest developments and activities, seeking local and national-level sentiment check on the relevant objectives and reviewing the progress.
- Post the fellowship, the articles/reports/films would become the joint property of SARI/EI and the fellow, and IRADe/USAID reserves the right to reproduce the materials developed under the Fellowship Program, giving due acknowledgement to the fellow and the media house.

1.9. Expected Outcomes

- The reportage will reach out to several stakeholders, including policy makers, civil society and public at large on the benefits of CBET.
- The editorials/opinion pieces/news reports/ documentaries should seek to advocate policy changes, and enable larger discussions on CBET
- Public will be sensitized about CBET as well as other areas like climate change, renewable energy and sustainable development, energy access.

1.10. About South Asia Regional Initiative for Energy Integration (SARI/EI)

The US Agency for International Development (USAID) initiated the South Asia Regional Initiative for Energy (SARI/E) program in the year 2000 to promote Energy Security in the South Asia region, working on three focus areas: Cross Border Energy Trade (CBET); Energy market formation; and Regional Clean Energy development. The program covers the eight countries in South Asia, viz. Afghanistan, Bangladesh, Bhutan, India, The Maldives, Nepal, Pakistan and Sri Lanka.

The fourth and current phase of the program, called South Asia Regional Initiative for Energy Integration (SARI/EI), is aimed at advancing regional grid integration through cross border power trade. This phase is being implemented by Integrated Research and Action for Development (IRADe), a leading South Asian Think Tank. The 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. The program also focuses moving the regional power trade from bilateral to trilateral and multilateral form of trade in the South Asian Region.

The SARI/EI program has been extended to 2022, and is a key program under USAID's Asia EDGE (Enhancing Growth and Development through Energy) Initiative.

For details on the program, please visit: www.sari-energy.org . Stay connected with us on https://twitter.com/SARI_EI_2022.

Annex 2: Draft Contract

This Tripartite Agreement is made on this ---- day of, 2021 by and between:

The **Integrated Research and Action for Development**, a fully autonomous advanced research institute, a non-governmental, non-profit organization having principal place of operation at C-80, Shivalik, Malviya Nagar, New Delhi – 110017, India (hereinafter referred to as the “**IRADe**”);

And

Name of the organizationhaving its principal place of operation at
(herein after referred to as “**Consulting Firm/Organization**”).

And

Name of the organizationhaving its principal place of operation at
(herein after referred to as “**Think Tank**”).

Whereas:

1. The Think Tank, _____ has submitted its proposal dated _____ against **RFP No. IRADe/SARI/2020-21/06 - “Request for proposal to empanel Think Tanks for the creation of an outreach and dissemination forum to fast-track the agenda of Cross-border Energy Trade (CBET) and regional energy cooperation among South Asian countries”** dated _____. The proposal and presentation shall form part of the contract.
2. The Think Tank having the requisite expertise, in relation to the tasks referred in Terms of Reference (TOR) as provided in in the RFP **No. IRADe/SARI/2020-21/06**, agrees to provide professional services and would work in accordance with IRADe's quality assurance procedures.
3. The contract will be effective from the date of signing of the contract and shall be executed within the timeframe as mentioned in the deliverables of Terms of Reference (TOR) as provided in in the RFP **No. IRADe/SARI/2020-21/06**, unless terminated earlier in accordance with the provisions of the contract
4. This contract will be governed by IRADe General Terms & Condition for Consultancy Contract as laid down in Appendix 1 and by Standard Provisions of USAID for Non US Non-Governmental organizations.
5. **Terms of payments**

The payment will be made against production of invoice in favor of:

“Details to be shared at the time of the Contract”

Subject to satisfactorily completion of the deliverables and approval of the

Project Director as indicated in the following payment schedule, invoices should be raised to the Consulting Firm/Organization. The invoices raised shall be subject deduction of TDS at applicable rate.

6. Payment Schedule

The summary of tentative budget for the TTF Component of the SARI/EI program is provided below. On Completion of each deliverable the Think Tank should raise the invoice to the Consulting Firm, with a copy to Project Director, SARI-EI (pbatra@irade.org) and Programme Administrator (pdasgupta@irade.org).

SN	Activities Planned	Amount in INR				
		Bangladesh	Bhutan	India	Nepal	Sri Lanka
1	Study (1 each)	5,00,000	5,00,000	5,00,000	5,00,000	5,00,000
2	Two-day Annual Seminar on CBET (one/country) ¹	10,96,000	10,86,000	4,96,000	10,86,000	10,96,000
3	Individual events/dialogues/ research scholarships per country	2,00,000	2,00,000	2,00,000	2,00,000	2,00,000
4	Media fellowship	6,00,000	4,00,000	6,00,000	6,00,000	6,00,000
5	Media site visit & orientation workshop	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
	Total	24,96,000	22,86,000	18,96,000	24,86,000	24,96,000

¹The Annual Seminar has been budgeted on the basis of physical attendance of delegates. This includes, flight fares, hotel accommodation and cost for organizing such seminars.

The annual seminar (physical/virtual) will be finalized in consultation with the Consulting Firm/Organization and SARI/EI Project Secretariat. The venue for the workshop and flight fares will be arranged by SARI/EI Admin Team, with support from the Consulting Firm and Think Tanks.

²Individual events/dialogues/ research scholarships per country & Media site visit & orientation workshop shall be arranged in consultation with the Consulting Firm/Organization and SARI/EI Project Secretariat. This could be physical or virtual event/workshop depending on the conditions prevailing. Payment for the same as well as flight fares (in case of physical workshop), hotel accommodation and cost for organizing such seminars will be arranged by SARI-EI Admin Team.

7. **Duration of Contract:** The estimated time for completion of the activities is **1 (One) year** from the date of signing of this contract and shall be the essence of the contract. This may further be extended on satisfactory performance of the organization. The decision of extending the contract lies with IRADe.

8. At each stage of the work as desired by IRADe, the Think Tank would be

- required for interaction and to attend review meetings/make presentations in IRADe/USAID or any other Task Force/Project Steering Committee meetings at a time and place intimated by IRADe
9. This contract will be governed by IRADe General Terms & Condition for Consultancy Contract as laid down in Appendix 1 and by Standard Provisions of USAID for Non-US Non-Governmental organizations. The bid submitted by the Think Tank and all the communication with respect to the RFP No. - IRADe/SARI/2020-21/06 between the two parties will be part of this contract.
 10. The bid submitted by the Think Tank and all the communication with respect to the RFP No. - IRADe/SARI/2020-21/06 between the three parties will be part of this contract.
 11. The Think Tank shall respect Intellectual Property rights and shall ensure that its employees and its Subcontractors, and its third parties respect Intellectual Property rights
 12. Warranties: The Think Tank confirms and warrants to the best of its knowledge that:
 - It has full legal and financial capacity to enter into contract and be part of the tripartite agreement.
 - The outputs will not violate or infringe any existing intellectual property rights or any other third party rights, nor will the publication of the assignment.
 - It will be either the sole owner of the outputs or has obtained or will obtain the necessary consents to allow IRADe and other publishers to disseminate the outputs as outlined in this contract;
 - There are no claims or legal proceedings pending or threatened, the outcome of which could adversely affect the rights of IRADe and USAID on the research work or output of this assignment;
 - There are no agreements of any nature in favor of anyone that could interfere with the rights generated out of this assignment and
 - The Project outputs contain nothing that is unlawful, libelous, and defamatory or which would, if published, constitute a breach of contract, privacy or of confidence.
 - The Think Tank will recognize the support of IRADe by including in all publications the following acknowledgement: This work was carried out on behalf of IRADe for its SARI/EI Project, funded by USAID India, New Delhi”
 13. Survival: All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive the Contract Completion Date.

14. All communication regarding this contract should be addressed to:
- a. **Technical Queries:** Ms. Anuradha Das, Programme Coordinator, SARI/EI.
Email – anuradhad@irade.org
With a copy to Mr. Pankaj Batra, Project Director, SARI/EI. Email - pbatra@irade.org and Project Coordinator
 - b. **Non-Technical Queries:** Ms. Phalguni Dasgupta, Programme Administrator – SARI/EI. Email: pdasgupta@irade.org
With a copy to Mr.Pankaj Batra, Project Director SARI/EI.
Email- pbatra@irade.org
15. In witness thereof, this contract is signed on _____

For and on behalf of **Integrated Research and Action for Development (IRADe)**

Signature: _____

Designation: _____

Name: _____

Date: _____

For and on behalf of the Consulting Firm/Organization

Signature: _____

Designation: _____

Name: _____

Date: _____

For and on behalf of the Think Tank

Signature: _____

Designation: _____

Name: _____

Date: _____

Appendix 1: 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
ARTICLE VII:	Termination
ARTICLE VIII:	Subcontracting
ARTICLE IX:	Indemnification
ARTICLE X:	Law and Jurisdiction
ARTICLE XI:	Disputes
ARTICLE XII:	Funders Terms and Conditions
ARTICLE XIII:	Miscellaneous

i. **ARTICLE I: Definitions and Interpretations**

Definitions

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

AGREEMENT means the Agreement between IRADe, Consulting Firm/Organization and ___; **Think Tank** means the party named in the Agreement.

SERVICES mean the professional services to be performed by the Think Tank 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.

ii. **ARTICLE II: General Conditions of Agreement**

1. All the parties hereby declare that they are fully empowered, authorized and competent to execute this agreement.
2. The Think Tank shall ensure that the services rendered are strictly in accordance with the standard prescribed in terms of the agreement entered into between IRADe the Consulting Firm/Organization and the Think Tank.
3. The Think Tank shall regularly apprise the Consulting Firm/Organization and 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 Think Tank shall not be entitled to substitute personnel unless IRADe gives written consent to such substitution. IRADe and the Consulting Firm/Organization shall not be liable to meet any costs arising from the replacement of such personnel.
5. Not with standing anything contained in this agreement, the relationship of IRADe,

Consulting Firm/Organization and the Think Tank shall not be construed, as that of employer and employee and staff of the Think Tank shall at no time be considered as employee/s of IRADe.

6. The Think Tank shall be responsible for all acts of omission and commission of persons engaged by the Think Tank 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/altere d/modified until and unless mutually agreed by and between IRADe, Consulting Firm/Organization and the Think Tank and such modification shall be confirmed in writing in the form of an amended contract.
8. IRADe shall retain copyright of all documents prepared by the Think Tank in relation to the services rendered.
9. The Think Tank shall not engage in any activity which might conflict with the interest of IRADe, Consulting Firm/Organization, under this agreement or the agreement of IRADe with USAID.
10. The Think Tank 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.
11. The Think Tank 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 Think Tank shall not without the written consent of IRADe, in anyway 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 Think Tank shall keep IRADe and Consulting Firm/Organization indemnified in respect of any loss or damage or claim howsoever arising out of negligence on the part of the Think Tank in relation to the performance or otherwise of the services to be provided under this contract.
14. Each party agrees that the existence of and the terms and conditions of this Agreement shall be treated as confidential, however, each party may disclose the terms and conditions of this Agreement: (i) as required by any court or other governmental body; (ii) body or as otherwise required by law.

iii. ARTICLE III: Payment

1. The Consulting Firm/Organization shall pay to the Think Tank a fixed price for the services to be provided as per this agreement.
2. Payment will be authorized after completion, delivery, and acceptance by the Consulting Firm/Organization and IRADe Technical 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. The Think Tank shall be paid according to the payment schedule

as per this agreement.

iv. 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 Think Tank shall entitle IRADe to terminate the agreement and deduct the amount of the Think Tank 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 Think Tank may be extended by IRADe without deduction of any amount for the Think Tank, if the delay is caused due to the lack of finances, delay in instructions, act of God or *Force Majeure*.

v. ARTICLE V: Taxes/Duties/Service Tax

The Think Tank is responsible to pay all taxes due to the local tax authority as a result of Services provided to IRADe and the Consulting Firm/Organization.

vi. ARTICLE VI: Penalty for Late Submission of Deliverables

Deliverables must be submitted to the Consulting Firm/Organization 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 Think Tank fail to submit deliverables as required under this agreement for more than 5 (five) business days past the deadline, IRADe shall with hold all payments associated with the outstanding deliverables and may exercise the termination clause as outlined in **Article VII - Termination of this contract**.

vii. 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 Think Tank 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 Think Tank materially breaches any of the terms and conditions set forth herein. Think Tank 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 Think Tank's entitlement to notice as set out above is without prejudice to IRADe's right to dismiss the Think Tank summarily in the event of gross or serious misconduct by the Think Tank. Examples of such misconduct include (but are not limited to) the commission by the Think Tank of any fraudulent act or act of dishonesty, material breach by the Think Tank of any of the terms of the purchase order, or conduct ending 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 thirty (30) days after written notification by the other party thereof.

In the event of termination of this contract the Think Tank 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 here under.

viii. ARTICLE VIII: Subcontracting

The Think Tank should not sub contract any part of its activities described herein without the prior written consent of IRADe.

ix. 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 and any other cost incurred by IRADe and the Consulting Firm/Organization on behalf of the Think Tank under the project for travel, hotel and logistics support except for losses, claims, liabilities or damages sustained in connection with an actual or alleged violation of law applicable to this agreement.

Think Tank's liability in aggregate under this Agreement and for all claims connected to it shall be limited to the amount of fee paid to Think Tank for Services. Nothing in this Agreement Limits Think Tank's liability for direct losses or damages arising from Think Tank's fraud, gross negligence, deliberate breach of duty, breach/violation of applicable law or any other liability which cannot be limited by law.

x. 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.

xi. ARTICLE XI: Dispute Resolution

1. IRADe/Consulting Firm/Organization is entitled to raise any Dispute including the existence or validity or termination of the Agreement. Similarly, the Think tank is also entitled to raise any Dispute including the existence or validity or termination of the

Agreement. This should be done 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.

xii. ARTICLE XII: Funders Terms and Conditions

1. **Books, Records, and Accounts:** The Think Tank 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. Think Tank agrees that IRADe or USAID, shall have access to any books, documents, papers, and records of the Think Tank 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 Think Tank 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 Think Tank 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 (<https://www.usaid.gov/sites/default/files/documents/1868/305maa.pdf>) will be applicable and binding for this contract.

xiii. ARTICLE XIII: Miscellaneous

1. This agreement shall not be modified or varied nor its provisions waived other 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, Consulting Firm/Organization and the Think Tank. The researchers/specialists/workers or any agency employed by the Think Tank shall have no privacy of contract whatsoever with the IRADe.
4. The Think Tank shall 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.
