



## Request for proposal for developing a strategy paper towards creating a platform - “South Asia Forum on Energy Investments (SAFEI)”

RFP No.: IRADe/SARI/2021-22/02

October 1, 2021



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

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## Contents

<b>1. INTRODUCTION .....</b>	<b>1</b>
<b>2. INSTRUCTIONS FOR BIDDERS .....</b>	<b>2</b>
<b>3. TERMS OF REFERENCE/ SCOPE OF WORK .....</b>	<b>3</b>
3.1. BACKGROUND .....	3
3.2. MOTIVATION .....	3
3.3. OBJECTIVES.....	4
3.4. SCOPE OF WORK .....	5
3.5. DELIVERABLES: .....	9
3.6. TIMELINE.....	9
<b>4. CONDITIONS OF BID .....</b>	<b>10</b>
4.1. BID CONTENT .....	10
4.1.1. Cover Letter format .....	10
4.1.2. Technical Bid form .....	10
4.1.3. Financial Bid .....	13
4.2. BID ASSESSMENT .....	13
4.2.1. Bid Assessment Process .....	13
4.2.2. General Guidelines/Instructions .....	14
4.2.3. Acceptance of Bids.....	15
4.2.4. Lodgment of Bids.....	15
4.2.5. Bidder Costs .....	15
4.2.6. Confidentiality .....	16
4.2.7. Request for Information .....	16
4.3. BID DELIVERY INSTRUCTIONS .....	16
4.4. PAYMENT SCHEDULE.....	16
<b>5. ANNEXURE .....</b>	<b>18</b>
5.1. ANNEX I: BID SUBMISSION DECLARATION .....	18
5.2. ANNEX II: TECHNICAL FORMAT FOR ORGANIZATIONAL EXPERIENCE .....	19
5.2.A ANNEX II A: TECHNICAL FORMAT TO SUBSTANTIATE ORGANIZATION’S INVOLVEMENT IN THE KEY AREAS .....	20
5.3. ANNEX III: TECHNICAL FORMAT FOR CURRICULUM VITAE .....	22
5.4. ANNEX IV: STAFFING SCHEDULE.....	23
5.5. ANNEX V: FINANCIAL BID FORMAT.....	24
5.6. ANNEX VI: DRAFT CONTRACT .....	25
5.7. ANNEX VII: GENERAL TERMS AND CONDITIONS OF THE CONSULTANCY AGREEMENT .....	29
ARTICLE I: Definitions and Interpretations .....	29
ARTICLE II: General Conditions of Agreement .....	29
ARTICLE III: Payment.....	30
ARTICLE IV: Duration of the Contract .....	30
ARTICLE V: Taxes/Duties/Service Tax .....	31
ARTICLE VI: Penalty for Late Submission of Deliverables .....	31
ARTICLE VII: Termination .....	31
ARTICLE VIII: Subcontracting .....	32
ARTICLE IX: Indemnification .....	32
ARTICLE X: Law and Jurisdiction .....	32
ARTICLE XI: Dispute Resolution .....	32
ARTICLE XII: Funders Terms and Conditions .....	33
ARTICLE XIII: Miscellaneous.....	34

## 1. Introduction

<b>RFP No.:</b>	<b>RFP No.: IRADe/SARI/2021-22/02</b>
<b>Issue Date:</b>	<b>1<sup>st</sup> October 2021</b>
<b>Closing date:</b>	<b>25<sup>th</sup> October 2021</b>
<b>Assignment:</b>	<b>Request for proposal for developing a strategy paper towards creating a platform - “South Asia Forum on Energy Investments (SAFEI)”</b>
<b>Implementing Agency:</b>	Integrated Research and Action for Development (IRADe)
<b>Funding Agency:</b>	United States Agency for International Development (USAID)

IRADe invites bids from prospective organizations through this **Request for proposal for developing a strategy paper towards creating a platform - “South Asia Forum on Energy Investments (SAFEI).”** 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 25<sup>th</sup> October 2021 by 1800 Hrs.** The last date for submitting pre bid queries is **10<sup>th</sup> October 2021**. Mail should be sent to [pdasgupta@irade.org](mailto:pdasgupta@irade.org).

Due to Covid-19 restrictions the bidders are required to submit the Technical and Financial Proposal through email to the Programme Administrator at [pdasgupta@irade.org](mailto:pdasgupta@irade.org). The Financial Proposal submitted should be password protected and the password to the Financial Proposal **should not be shared** at the time of submission of proposals. At the time of financial bid opening the bidders will be sent a mail to submit the password for the Financial Proposal submitted on **25<sup>th</sup> October 2021**.

## 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 Annexure 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 IIA</a>	Technical Format Substantiating Organization's 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, that the bidder has understood and accepted all terms and conditions and guidelines mentioned in this Bid document.

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

Developing a strategy paper towards creating a platform - “South Asia Forum on Energy Investments (SAFEI)” to identify opportunities for regional investment and facilitating an enabling and supporting environment to bring out regional projects in an expeditious manner with equitable benefits to the member countries.

#### 3.1. Background

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 and entered its fourth phase in 2012, which was titled South Asia Regional Initiative for Energy Integration (SARI/EI), and will continue till 2022. The 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. 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. To achieve these outcomes, three dedicated Task Forces (TFs) have been constituted, represented by government nominated members from the respective country governments (Energy/Power Ministries), 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 (PSC) with representation from senior officers from each country. Integrated Research and Action for Development (IRADe) is the implementing partner for the fourth and current phase (2012-2022) of the SARI/EI program through a cooperative agreement with USAID.

#### 3.2. Motivation

South Asian countries are endowed with diverse energy sources with an estimated combined hydro potential of 350 GW and enormous quantum of wind, solar and other such resources. Harnessing this clean energy potential can accelerate development in each of the South Asian Countries (SACs) and the region. Unfortunately, many of these countries are unable to harness the energy potential due to want of investment capital, lack of access to technology and absence of strong institutional framework for project development and operations.

South Asia is one of the fastest growing regions in the world and it is projected that it will require US\$ 1390 billion<sup>1</sup> of investments during the period 2015-2040 to add approximately 750 GW of electricity generation capacity. As power projects are capital and time intensive in nature, the growing economies in South Asia often face challenges in mobilizing the huge investments required for building the generation capacities and regional transmission network in the region. Under such

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<sup>1</sup> <https://documents1.worldbank.org/curated/en/846141468001468272/pdf/WPS7341.pdf>

conditions, the involvement of private sector and multi-lateral financing agencies assumes significance, and if engaged favorably, can contribute immensely in meeting some of such challenges and accelerate the whole process of energy investment. A SARI/EI Task Force-1 report on Regional Investment Framework and Guidelines for Promoting Investment in South Asian Power Sector and in Cross-Border Electricity Trade in South Asia,<sup>2</sup> after doing a comprehensive analysis on the issues related to investments in Cross Border Electricity Trade (CBET) projects, has also proposed to create a Regional CBET Investment Facilitation Forum. Keeping these points in view, creating a platform for energy investment in the region, which may be named ‘South Asia Forum on Energy Investments (SAFEI)’, can be important. Such a platform can render support, right from the initial stage to determine the needs/ opportunities for regional investment, to support the whole value chain towards identification of the project, mobilizing of the funds, addressing the policy, legal and regulatory gaps, wherever they persist, to successful completion of the project on the premise that each member nation/contributing partners may be able to share the benefits of the consequent investment in an equitable and opportune manner.

### 3.3. Objectives

This strategy paper is aimed towards creating a regional platform – “South Asia Forum on Energy Investments (SAFEI)”, which may ascertain the need and the prospects towards regional infrastructure projects and facilitate in creating an enabling and supporting environment to bring out such projects in an expeditious manner, with equitable benefits to the member countries and the investing partners. Such a move can help in bringing investment in the region, enhancing viability of the regional assets and therefore may help towards regional energy security and sustainability, by enhancement of cross-border exchanges amongst the different countries in South Asia. Thus, the proposed forum can help towards achieving the following objectives:

1. Providing a platform to highlight the importance of regional projects, commercial aspects related to such projects and the advantages emerging out of these, to the stakeholders from different countries in the region;
2. Promoting environmental and social safeguards in development of sustainable infrastructure;
3. Highlighting the need to scale up deployment of advanced energy solutions and renewable energy investments in the region to achieve energy sustainability, low-carbon pathways and climate-resilient future;
4. Formulating a pipeline of projects with the assigned priority, and explore the opportunities for investment, based on the resources as well as the energy needs across the region;
5. Identifying investment opportunities and enhancing involvement of the private sector in energy investment based on potential of the specific resources in the particular countries and the benefits which can be derived out of those;
6. Assessing the key policies and regulatory requirements related to setting out of the energy investments; and rendering all possible support and efforts to make these policies and regulatory provisions conducive towards the deployment and growth of the investments;

<sup>2</sup> <https://sari-energy.org/wp-content/uploads/2018/03/SARI-EI-Report-Regional-Investment-Framework-and-Guidelines-for-Promoting-Investment-in-SA-Region-Report-low-resolution-March-9-2018-Final-Design-Rajiv-1.pdf>

7. Creating a conducive ecosystem for investment in the region by developing risk management framework, risk mitigation instruments and some common understanding on the cost benefit analysis and sharing of returns;
8. Engaging and gathering support from policy makers, law making authorities, concerned statutory agencies and other related bodies, including business networks, such as chambers of commerce and industries, think-tanks, thought leaders, media and public at large, towards enhanced viability and de-risking of the energy projects;
9. Encouraging involvement and active support of the financing institutions towards mobilizing / bringing investment in the region through grants and low interest loans;

### 3.4. Scope of work

The 'Scope of Work' of the consultant is to develop a strategy paper towards creating a platform - "South Asia Forum on Energy Investments (SAFEI)" with the above mentioned objectives. The scope of the consultant shall include the following:

1. Take into consideration the current and likely trends of power sector in the South Asia region for a period of next 20 years, ascertain the visions towards regional infrastructure projects, mainly in the area of electricity generation and transmission and the benefits which can be derived out of these. The relevant information about the following points must be taken care of:
  - i) Present as well as future trends of the power sector,
  - ii) Country wise and region wise demand-supply scenario,
  - iii) The level of diversity in respect of the demand and available resources,
  - iv) Prevailing prices, cross border exchanges and their likely trends in future,
  - v) Government policies and guidelines and any other conditions, which can influence such transactions.
2. Give a brief overview of the regional infrastructure projects and associated investments which are in existence and operational as well as the ones which are already approved and are in different stages of planning/development, and the progress in respect of each of such project. The analysis should also include regional projects that are under consideration or discussions in South Asia.
3. Keeping in view the likely trends of power sector, cross border electricity trade and the prospects towards regional infrastructure projects, as described under 3.4(1) and 3.4(2) above, explore the opportunities and potential for long term energy investments in the region and also elaborate the assumptions, made during such an exercise as well as the challenges faced, if any. While working out the prospectus towards such long term investments, the need for deployment of advanced energy solutions and the likely renewable energy additions may be kept into consideration, in order to achieve energy sustainability, net zero emissions and low-carbon pathways. The investment opportunities must be linked with promoting clean energy solutions to achieve individual nationally determined contributions (INDCs) of respective countries.

Similarly, the potential for investments, in sustainable energy infrastructure based concepts, viz. “One Sun, One World and One Grid” (OSOWOG), floating solar PV, smart metering and energy storage for grid balancing and future areas like Green Hydrogen etc. may also be considered. In case of transmission, apart from the transmission assets to be added afresh, the investments on extension of existing network, if any, may also be deliberated.

4. Analyze all the existing policy, legal, regulatory, technical, operational and monetary frameworks that are strategically relevant towards the energy investment as projected above in 3.4(3), in each of the South Asian countries and while doing so, the work already done under the SARI/EI program needs to be taken into consideration. The analysis will also determine the extent to which the existing frameworks in the different disciplines as mentioned above, facilitate or impede the mobilization of energy investment in the respective country.
5. Considering that the South Asian countries are at different stages of power sector reforms, regulatory evolution and power market structure, carry out a SWOT and Gap analysis of each of these countries, across policy, legal, regulatory, technical, operational and monetary frameworks, in relation to the energy investment. At the time of carrying out this, the already published works of SARI/EI program, such as Regional Investment Framework and Guidelines for Promoting Investment in South Asian Power Sector and in Cross-Border Electricity Trade in South Asia<sup>2</sup> may also be referred.
6. Keeping into consideration the investment opportunities as enumerated above and the key challenges towards bringing out and implementing such energy investments as referred above, elaborate that how important could be the role of an energy investment forum in the region in tackling such challenges/obstacles and based on that clearly define and substantiate the needs towards creating the stated forum - “South Asia Forum on Energy Investments (SAFEI)”.
7. In order to gain from the experiences of similar institutions/forums operating internationally, undertake a comprehensive review and analysis of different successful models of the forums on energy investments, established in different regions across the globe. This may also include a comparative analysis of the different models with their pros and cons and relevance in the context of South Asia. The studies should clearly bring out the need and the evolution process towards the establishment of these forums, the role played by them in the complete value chain related to energy investment, right from identifying the opportunities towards investment up to the successful implementation of the same, the challenges faced towards facilitating the investments and the ways and means adopted to overcome such challenges. The case studies should also bring out clearly the institutional arrangement of the concerned forums, including the funding arrangement followed for their sustenance. The studies, to be carried out for a minimum 4-5 such cases, should cover the varied aspects related to the investment forums, spread over wide ranging areas/regions. Further, while selecting the case studies, the context of South Asia, in particular the environment related to investment and the objectives as elaborated earlier for the proposed forum for this region (SAFEI), and the modalities of development of cross border electricity projects/regional project, particularly involving the



private sector, be considered.

8. Review and analyze some of the existing forums/ institutional mechanism, industry associations, currently operating in the South Asian region and their roles, responsibilities, structure, functioning etc. from the perspective of the proposed forum SAFEI. Also, analyze and examine any linkage of the concerned forum(s) with the existing regional institutions in South Asia, such as SAARC, BIMSTEC, SAFIR, SASEC, etc. and the study should also look at the possibility of linking the proposed forum SAFEI with an existing institution in this region.
9. Based on the outcome of the study carried out so far in the earlier sections, clearly elaborate the objectives and functions which the proposed platform would discharge in order to facilitate a supportive environment in the region towards attracting energy investment. Also, elaborate how these objectives and functions shall also be able to render support to the stakeholders towards tackling any issue(s) which may hamper the process of implementation of the investment.
10. While developing the strategy paper, it is to be taken into consideration that the roles to be played by the proposed forum “SAFEI”, needs to be in line with the objectives as earlier stated in this section. The strategy paper needs to clearly bring out the methodology and approach through which the forum would be able to justify to the stakeholders the importance of regional projects, particularly, the need to scale up deployment of advanced energy solutions and renewable energy investments. The paper should also elaborate the way forward towards showcasing the pipeline of the prospective projects in the region with the assigned priority and the approach to engage the private sector in energy investment. The strategy paper needs to highlight the manner in which the proposed forum should engage and gather support from policy makers, law making authorities, and other concerned entities/groups/stakeholders towards making the policies and regulatory provisions conducive towards the deployment and growth of the investments, thereby enhancing the viability and de-risking of energy projects.
11. The aspects related to mobilizing of finance as well as safe and reasonable returns on it shall also be duly covered in the strategy paper and the paper shall suggest the approach to be followed by the proposed forum towards underlining this point to the stakeholders. The paper shall also highlight how the forum shall disseminate to the stakeholders, the details related to exploration and use of suitable/sustainable investment models based on international best practices, the cost-benefit analysis of the regional projects and options in regard to the payback period. In order to support investors towards financial closure of the projects, the forum shall try to attract involvement and active support of the financing institutions towards mobilizing/ bringing investment, viability gap funding in the region and shall also help to determine the likely sources of investment, whether these are expected to come from the respective governments, multilateral funding aid agencies or the private sector, or a combination of these. At the same time, the forum shall also clearly enumerate all possible challenges and risks to the investors, including political and country risk, construction/operational risk, policy and regulatory risk and off-taker risk (including payment risk) and their mitigation. The complete

details in this aspect shall be duly covered in the operating framework of the forum.

12. Based on the review and analysis as deliberated above, the following specific frameworks shall be included as a part of the strategic paper:
  - i) A suitable 'Institutional Mechanism' for the proposed forum "SAFEI" after analyzing the various options. The mechanism should cover all the aspects related to constitution and operation of the proposed forum, including its need as well as objectives and functions, organizational structure including the membership criteria, institutional/legal framework, governance and operating mechanism, funding arrangement and any other support required towards its smooth functioning and self-sustenance. While proposing the institutional mechanism, the possibility of different options in respect of institutional, operating and financial arrangements may be explored and analyzed along with their pros and cons, and the reason for the recommended option may clearly be underlined.
  - ii) 'Model Investment Templates' for two of the regional energy investment opportunities as identified under Paras 3.4(2) and 3.4(3) above, out of which one can be in the field of generation and other in the field of transmission. The templates should contain all the details relevant to the mobilization and implementation of the said investments, which are incidental to the identified objectives and functions of the proposed forum "SAFEI". The details shall include the process towards identification of the likely investment and the potential investors, the key policy, regulatory and technical requirements which shall have a bearing on the implementation of the proposed investments, the likely challenges and barriers which can be experienced while implementing the same, and the way forward towards their mitigation. The templates need to duly cover all the aspects related to finance, including identification of the likely sources for mobilization of the investment, safe and reasonable return on investment, options for payback, all the possible challenges and risks to the investors and the safeguards to be adopted towards de-risking the same. Basically, the objective of the templates is to provide comprehensive information to the prospective investors regarding the prevailing environment, the opportunities and the likely challenges and the risks that they may be undergoing while venturing towards such investments and the cost benefit analysis thereof.
13. To come up with the draft strategy paper in a highly consultative and participative manner, in addition to the secondary research, interactions with relevant stakeholders across the region shall also be carried out, which shall include seeking the views of the stakeholders through a multi-choice questionnaire and two roundtable discussions, to be followed by a regional conference towards the end of the exercise. The roundtable discussions and regional conference shall preferably be held in the different countries in the BBIN sub-region, in order to cover a wide range of participants. During the roundtable discussions, important stakeholders from government, industries, banking sector, business network, multilateral agencies and any other concerned sectors, shall be invited and views on the draft paper, including the preliminary frameworks on the 'institutional mechanism' and the 'model

investment templates' shall be sought.

14. Based on the inputs received during the roundtables, the draft paper shall be revised and the finalized version of the strategy paper shall reflect the nuances, opinions and suggestions of the concerned parties/stakeholders on the proposed institutional mechanism "South Asia Forum on Energy Investments (SAFEI)", as well as any feedback on the 'model investment templates'. The finalized version of the strategy paper along with the recommendations towards creating the institutional mechanism "South Asia Forum on Energy Investments (SAFEI)" and the updated 'model investment templates' shall be presented during the regional conference (referenced in Para 3.4(13) above), involving all concerned stakeholders.

### 3.5. Deliverables:

Deliverable	Timeline
1. Submission of draft inception report covering detailed methodology, approach, and steps for the entire assignment	Within 20 days from the date of signing of contract
2. Submission of detailed interim report covering the opportunities for long term investment, as-is- scenario of the countries in South Asia with reference to energy investment and the role of South Asia Forum of Energy Investment (SAFEI) – Up to 3.4(6)	Within 50 days from the date of signing of contract
3. Submission of the augmented interim report covering the outcome from the study of the investment models operating internationally as well as in South Asia region – Up to 3.4 (7) & 3.4(8)	Within 75 days from the date of signing of contract
4. In furtherance to the interim report referred in the above para and taking into consideration the objectives as elaborated under Paras 3.4(9) to 3.4(11), development of the detailed 'institutional mechanism' for the proposed forum "(SAFEI)" and the 'model investment templates', keeping into consideration the views of the stakeholders sought through interactive Questionnaire – Up to 3.4(12) & Part 3.4(13)	Within 105 days from the date of signing of contract)
5. Presentation of the findings from the interim report, including the draft 'institutional mechanism' and the 'model investment templates' and seeking the views of the stakeholders in two numbers of roundtable discussions – Up to 3.4 (13)	Within 145 days from the date of signing of contract
6. Finalization of the strategic paper after incorporating the views of stakeholders obtained in roundtables and based on that, presentation of the finalized recommendations and the suggested framework about the proposed forum – "South Asia Forum of Energy Investment (SAFEI)" and the updated 'model investment templates', in the Regional Conference – Up to 3.4(14)	Within 180 days from the date of signing of contract)

### 3.6. Timeline

Six months from the date of signing of contract.

## 4. Conditions of Bid

### 4.1. Bid Content

The bid document must contain the following:

1. A cover letter to the Bid for the assignment
2. The soft copy of the Technical Proposal should be named as **“Company Name\_Technical Proposal\_SAFEI”** and the Financial Proposal should be named as **“Company Name – Financial Proposal\_SAFEI”**
3. Both Technical and Financial proposal should be submitted through email to the Programme Administrator at [pdasgupta@irade.org](mailto:pdasgupta@irade.org).
4. The Financial Proposal submitted should be password protected and the password to the Financial Proposal **should not be shared** at the time of submission of proposals. At the time of financial bid opening the bidders will be sent a mail to submit the password for the Financial Proposal submitted on 25<sup>th</sup> October 2021.
5. 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.

#### 4.1.1. Cover Letter format

The Cover letter to the bid should be on the letterhead of the Organization and should include the following information:

1. Name of the Contact Person (Person authorized to represent the Bidder), Designation, telephone/Mobile Number, and email address
2. DUNS<sup>3</sup> number of the organization submitting the Proposal.
3. Declaration that the bidder accepts the terms described in the RFP Document and assumes responsibility for any pre-contract costs incurred during the bid and discussion phases.
4. The letter should be signed by a duly authorized representative of the company.
5. 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:

##### 4.1.2.1. Management/Organization Experience

1. This section should provide bidder organizational 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.

<sup>3</sup> Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services to an establishment, is the Contractor Identification Number for Federal contractors. Please refer to: <https://2012-2017.usaid.gov/sites/default/files/documents/1868/302sao.pdf>

2. The bidder should provide its relevant experience in similar projects in detailed manner. To this effect, the bidder should give details of various projects that are successfully completed/being executed by the organization. Please see [Annex II](#) for the format.
3. Detailed project data sheets are required to be provided of the projects mentioned in the relevant experience section as stated above. It should cover the objective of the assignment and the details of activities undertaken by the organization to achieve the objectives of the project in a comprehensive manner.
4. While providing the details of the relevant experience of the organization in the similar projects, the experience based on the organization's involvement, particularly in the following key areas may be highlighted. Please see [Annex IIA](#) for the Format
  - i. Long term estimation of demand and supply in the area of electricity, and addressing the gaps thereof;
  - ii. Development of sustainable infrastructure and deployment of advanced energy solutions, including exposure to renewable energy projects and their integration to the grid and related subjects;
  - iii. Planning, development and operation of thermal and hydro generating stations;
  - iv. Planning, development and operation of transmission projects and power system operation and control;
  - v. Energy investment projects involving joint/multiple beneficiaries and the related subjects and concerns;
  - vi. Involvement from the perspective of regulatory, legal, technical and commercial aspects, in the energy investments in south Asian countries;
  - vii. Financial aspects related to investments in the energy projects, viz. mobilisation of the funds and likely sources, cost-benefit analysis, safe and reasonable return on the funds deployed, options for payback, and safeguarding against different challenges and risks;
  - viii. Importance and role of the regional institutional mechanism and the strategy & the avenues towards creation of such forums, including their organisational structure and governance and operating mechanism;
  - ix. Commercial aspects related to generation and transmission pricing, transmission losses, open access and issues related energy accounting and settlement;
  - x. Working in different countries in South Asian region in Power/Energy Sector domain, from the perspective of cross border electricity/energy trade;

#### **4.1.2.2. Resource Plan**

- 1 This should fully explain the bidder's resources necessary for the performance of this requirement, particularly the key personnel identified. The key team preferably should include a combination of three key persons comprising of a) one Energy /Power Specialist b) one Business/Institutional specialist and c) one Finance

- Specialist. The bidder should submit the curriculum vitae of the key personnel who will actually work on this assignment in the format in [Annex III](#). In case of personnel's involvement in the past in any of the key areas as listed under Para 4.1.2.1.4 of this bid document, the same may also be substantiated suitably.. Please try to limit the curriculum vitae to a maximum of four pages.
2. A staffing schedule should be part of the resource plan section where in 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](#)
  3. 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.
  4. The Qualifications with **specialization** should be mentioned for all personnel working on the project.

#### **4.1.2.3. Proposed Methodology**

- a. This section should demonstrate the bidder's responsiveness to the scope of work by identifying the specific components proposed, addressing the specified requirements, 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.
- b. A detailed list of the activities planned should form a part of the timeline of the proposal.
- c. As stated under Scope of Works Para 3.4 (12), as a part of the strategic paper, the selected bidder shall include the framework related to the institutional mechanism for the proposed forum SAFEI and also proposed 'Model Investment Templates' for two of the regional energy investment opportunities, out of which one can be in the field of generation and other in the field of transmission. Under the proposed methodology, the bidder, shall also include the overview of the above framework/templates.
- d. Further, as stated under Scope of Works Para 3.4 (13), while developing the strategy paper, in addition to the secondary research, interactions with relevant stakeholders across the region shall also be carried out, which shall include seeking the views of the stakeholders through a multi-choice questionnaire and two round table discussions, to be followed by a regional conference towards the end of the exercise. In respect of the above, the role and activities to be specifically discharged by the organization shall include the following:
  - i. **Multi-choice questionnaire:** As stated under the scope of work the organization shall propose the questionnaire and also the list of the target interviewees and

after getting this approved from the SARI/EI team, shall seek the feedback from the concerned interviewees by communicating it virtually. Based on the responses, the Organisation shall also prepare and submit the detailed analysis of the feedback sought through questionnaire

- ii. **Two Roundtable Discussions and Regional Conference:** All technical support related to holding of the roundtables and regional conference, including suggesting the agenda, the intended participants, presentations/key deliverables during the discussions and finalization of the proceedings etc. shall be provided by the organization. However, any expenses to be incurred for holding of the roundtables/conference, towards arranging the venue, travelling, lodging and boarding of the participants etc. shall be borne by SARI/EI. In case of the roundtables/conference held outside India, travelling and lodging expanses in respect of up to two persons from the bidder side shall be borne by SARI/EI.

Under the proposed methodology, the bidder, shall also include a brief write-up about the strategy he would like to take in respect of activities listed at (i) and (ii) above, related to questionnaire and roundtables & regional conference.

#### **4.1.2.4. Presentation**

In order to explain the overall philosophy to be adopted by the bidder during the process of development of the Strategy Paper and rendering of given deliverables, a presentation shall be made by the bidder to the SARI/EI team after the submission of the bid

#### **4.1.3. Financial Bid**

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

1. It should be a Lump sum fixed cost (quote) of the assignment.
2. 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.
3. Confirmation of the payment schedule included as mentioned in Section 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) as mentioned in Section 3.
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 as detailed under Para 4.1.2.1
  - B. Qualification and experience of key personnel proposed to work in this assignment and staffing schedule as detailed under Para 4.1.2.2 of this document;
  - C. Methodology/approach and timeline as detailed under Para 4.1.2.3 of this document;
  - D. Presentation made by the bidder as detailed under Para 4.1.2.4 of this document;

4. The technical proposal will be evaluated based on the below mentioned parameters:

a. The Organization’s relevant experience for the assignment		20%
b. The qualifications and experience of the key staff (who would actually be working on the project) proposed		30%
c. Proposed Methodology		25%
i. Understanding of the issues and approach to be followed	10%	
ii. Strategy towards preparation of framework of Institutional Mechanism for Forum SAFEI and Model Investments Templates for two regional investment opportunities - Para 4.1 4.1.2.3.3 (i)	9%	
iii. Strategy towards interaction with stakeholders through Questionnaire, Roundtables and Regional Conference - Para 4.1.2.3.3 (ii)	6%	
d. Presentation made before Technical Evaluation Committee		25%

5. The technical and financial scores shall be evaluated as per the following formula to ascertain the ranking of the firm:

$$\{\text{Technical Score} \times 0.80 + (\text{LP/FP} \times 100) \times 0.20\}$$

LP is the lowest quoted price from among the technically qualified bidders.

FP is the quoted price of the bidder whose bid is being evaluated

6. The firms who secure minimum **70%** marks in the technical assessment shall be considered to have qualified technically, and the financial bid of only such firms shall be opened.

#### 4.2.2. General Guidelines/Instructions

1. 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 password protected file.**
2. 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. Initiate negotiations with the bidders to ensure value for money. Request for any additional certifications or clarification on the information submitted in the bids
3. IRADe shall not be bound by any verbal advice given or information furnished but shall be bound only by written advice or information.
  4. 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.
  5. 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 anyway tend to influence the actions of that employee or agent.

#### **4.2.3. 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.

#### **4.2.4. 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.

#### **4.2.5. 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.

#### 4.2.6. 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.

#### 4.2.7. 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. **All pre-bid queries should be submitted within 10<sup>th</sup> October 2021.** No queries post this shall be answered to.

#### 4.3. Bid Delivery Instructions

<b>Closing Time:</b>	<b>1800 Hrs, 25<sup>th</sup> October 2021</b>
<b>Contact Person:</b>	Phalguni Dasgupta
<b>Bid Validity Period:</b>	90 days
<b>Email ID for submission of bids:</b>	<a href="mailto:pdasgupta@irade.org">pdasgupta@irade.org</a>
<b>Pre-Bid queries to be submitted by</b>	<b>10<sup>th</sup> October 2021</b>

#### 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:

Deliverable	Timeline	Payment Percentage
1. Submission of draft inception report covering detailed methodology, approach, and steps for the entire assignment	Within 20 days from the date of signing of contract	20%
2. Submission of detailed interim report covering the opportunities for long term investment, as-is- scenario of the countries in South Asia with reference to energy investment and the role of South Asia Forum of Energy Investment (SAFEI) – Up to 3.4(6)	Within 50 days from the date of signing of contract	15%
3. Submission of the augmented interim report covering the outcome from the study of the investment models operating internationally as well as in South Asia region – Up to 3.4 (7) & 3.4(8)	Within 75 days from the date of signing of contract	15%
4. In furtherance to the interim report referred in the above para and taking into consideration the objectives as elaborated under Paras 3.4(9) to 3.4(11), development of the detailed ‘institutional mechanism’	Within 105 days from the date of signing of contract)	15%

Deliverable	Timeline	Payment Percentage
for the proposed forum “(SAFEI)” and the ‘model investment templates’, keeping into consideration the views of the stakeholders sought through interactive Questionnaire – Up to 3.4(12) & Part 3.4(13)		
5. Presentation of the findings from the interim report, including the draft ‘institutional mechanism’ and the ‘model investment templates’ and seeking the views of the stakeholders in two numbers of roundtable discussions – Up to 3.4 (13)	Within 145 days from the date of signing of contract	15%
6. Finalization of the strategic paper after incorporating the views of stakeholders obtained in roundtables and based on that, presentation of the finalized recommendations and the suggested framework about the proposed forum – “South Asia Forum of Energy Investment (SAFEI)” and the updated ‘model investment templates’ , in the Regional Conference – Up to 3.4(14)	Within 180 days from the date of signing of contract)	20%

## 5. Annexure

### 5.1. 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 for **RFP No.: IRADe/SARI/2021-22/02 - Request for proposal for developing a strategy paper towards creating a platform - “South Asia Forum on Energy Investments (SAFEI)”** for the sum as may be ascertained in accordance with the financial bid attached here with 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 90 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 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 the Organisation

Name of the Organization:	
Date of Incorporation of the Organization:	
DUNS Number	
Contact Person details: Name: Designation: Mobile No.: Email ID:	

## 5.2. Annex II: Technical Format for Organizational Experience

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

**Detailed Description of the Projects covering its various aspects is required to be attached separately as project data sheets.**

## 5.2.A Annex II A: Technical Format to substantiate organization's involvement in the key areas

(as listed under Para 4.1.2.1.4 (Page 11))

Based on the Organization's experience as stated under Para 4.1.2.1 (1 to 3), please substantiate the organization's involvement in the past in each of the key areas as listed below. Please also elaborate that with specific reference to the given scope of work, under the present conditions how such an experience can be of relevance.

Key Parameter 1: Long term estimation of demand and supply in the area of electricity, and addressing the gaps thereof;

Key Parameter 2: Development of sustainable infrastructure and deployment of advanced energy solutions, including exposure to renewable energy projects and their integration to the grid and related subjects;

Key Parameter 3: Planning, development and operation of thermal and hydro generating stations;

Key Parameter 4: Planning, development and operation of transmission projects and power system operation and control;

Key Parameter 5: Energy investment projects involving joint/multiple beneficiaries and the related subjects and concerns;

Key Parameter 6: Involvement from the perspective of regulatory, legal, technical and commercial aspects, in the energy investments in south Asian countries;

Key Parameter 7: Financial aspects related to investments in the energy projects, viz. mobilisation of the funds and likely sources, cost-benefit analysis, safe and reasonable return on the funds deployed, options for payback, and safeguarding against different challenges and risks;

Key Parameter 8: Importance and role of the regional institutional mechanism and the strategy & the avenues towards creation of such forums, including their organisational structure and governance and operating mechanism:

Key Parameter 9: Commercial aspects related to generation and transmission pricing, transmission losses, open access and issues related energy accounting and settlement;

Key Parameter 10: Working in different countries in South Asian region in Power/Energy Sector domain, from the perspective of cross border electricity/energy trade;

### 5.3. Annex III: Technical Format for Curriculum Vitae

Please provide resume of individuals/consultant details as per the 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**)
- 5) Key qualification (training or other qualifications obtained pertinent to this project)
- 6) Details of experience in similar assignments (This should include the Project Name, Project Duration, Project Description, Description of actual services being provided by the personnel)
- 7) In case of personnel's involvement in the past in any of the key areas as listed under Para 4.1.2.1.4 of this bid document, the same may please be substantiated.
- 8) Position held in the firm
- 9) Number of Years with the firm
- 10) Proposed position in team for this project
- 11) Experience Record (list positions with organizations and nature of duty).
- 12) Language proficiency
- 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.





## 5.5. Annex V: Financial Bid Format

Dear Sir/Madam,

We hereby declare that the following costs outlined in the Terms of Reference for **RFP No.: IRADe/SARI/2021-22/02 - Request for proposal for developing a strategy paper towards creating a platform - “South Asia Forum on Energy Investments (SAFEI)”**. 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:

## 5.6. Annex VI: Draft Contract

(Appendices mentioned below are indicative. It does not form a part of this RFP Document)

This consultancy contract 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 organisation 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 organization) .....having its principal place of operation at ..... (herein after referred to as “Consultant”). Here in after referred to as the 'parties'.

Whereas:

1. The consultant, \_\_\_\_\_ has submitted its proposal dated \_\_\_\_\_ against **RFP No.: IRADe/SARI/2021-22/02 - Request for proposal for developing a strategy paper towards creating a platform - “South Asia Forum on Energy Investments (SAFEI)”** dated \_\_\_\_\_. The proposal shall form part of the contract.
2. The Consultant having the requisite expertise, in relation to the tasks referred in Terms of Reference (TOR) as provided in **Appendix 1**, 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 **Appendix- 1**, 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 2** and by Standard Provisions of USAID for Non US Non-Governmental organizations.

### 5. Consultancy cost

The all-inclusive lump sum consultancy cost for the assignment as per the scope of work shall be INR \_\_\_\_\_ (Amount in words: \_\_\_\_\_) as detailed in the table below:

Particulars	Amount (in Rs.)
Consultancy Cost for the scope of work mentioned in the RFP No.: IRADe/SARI/2021-22/02 - Request for proposal for developing a strategy paper towards creating a platform - “South Asia Forum on Energy Investments (SAFEI)”	

Taxes and duties	
<b>Total Cost</b>	

## 6. Terms of payments

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

**Integrated Research and Action for Development (IRADe)**

**SARI-EI Project, USAID-SARI/EI-AID-386-A-12-00006**

**C-80/B44, Shivalik, Malviya Nagar, New Delhi-110017, INDIA**

Subject to satisfactorily completion of the deliverables as indicated in the following payment schedule and will be subject deduction of TDS at applicable rate.

## 7. Payment Schedule:

Deliverable	Timeline	Payment Percentage
1. Submission of draft inception report covering detailed methodology, approach, and steps for the entire assignment	Within 20 days from the date of signing of contract	20%
2. Submission of detailed interim report covering the opportunities for long term investment, as-is- scenario of the countries in South Asia with reference to energy investment and the role of South Asia Forum of Energy Investment (SAFEI) – Up to 3.4(6)	Within 50 days from the date of signing of contract	15%
3. Submission of the augmented interim report covering the outcome from the study of the investment models operating internationally as well as in South Asia region – Up to 3.4 (7) & 3.4(8)	Within 75 days from the date of signing of contract	15%
4. In furtherance to the interim report referred in the above para and taking into consideration the objectives as elaborated under Paras 3.4(9) to 3.4(11), development of the detailed ‘institutional mechanism’ for the proposed forum “(SAFEI)” and the ‘model investment templates’, keeping into consideration the views of the stakeholders sought through interactive Questionnaire – Up to 3.4(12) & Part 3.4(13)	Within 105 days from the date of signing of contract)	15%
5. Presentation of the findings from the interim report, including the draft ‘institutional mechanism’ and the ‘model investment templates’ and seeking the views of the stakeholders in two numbers of roundtable discussions – Up to 3.4 (13)	Within 145 days from the date of signing of contract	15%
6. Finalization of the strategic paper after incorporating the views of stakeholders obtained in roundtables and based on that, presentation of the finalized recommendations and the suggested framework about the proposed forum – “South Asia Forum of Energy Investment (SAFEI)” and the updated ‘model investment templates’, in the Regional Conference – Up to 3.4(14)	Within 180 days from the date of signing of contract)	20%

8. **Duration of Contract:** The estimated time for completion of the activities is **6 months** from the date of signing of this contract and shall be the essence of the contract.
9. At each stage of the work as desired by IRADe, the consultant 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.
10. 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.
11. The bid submitted by the consultant and all the communication with respect to the RFP No.: IRADe/SARI/2021-22/02 between the two parties will be part of this contract.
12. For all correspondence and materials developed under this RFP No. IRADe/SARI/2021-22/02, the Consulting Firm/Organization agrees to prepare them in compliance with the South Asia Regional Initiative for Energy Integration (SARI/EI) - Branding Strategy and Marking Plan. (to be shared at the time of contract)
13. The Consultant shall respect Intellectual Property rights and shall ensure that its employees and its Subcontractors, and its party respect Intellectual Property rights
14. Warranties: The Consultant confirms and warrants to the best of its knowledge that:
  - i. It has full legal and financial capacity to enter into contract and be part of the consultancy services
  - ii. 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.
  - iii. 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;
  - iv. There are no claims or legal proceedings pending or threatened, the outcome of which could adversely affect the rights of IRADe on the research work or output of this assignment;
  - v. There are no agreements of any nature in favour of anyone that could interfere with the rights generated out of this assignment and
  - vi. 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.
15. The Consultants 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”

16. Survival: All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive the Contract Completion Date.
17. All communication regarding this contract should be addressed to:
- a. **Technical Queries:** Mr. V.K.Agrawal, Technical Director, SARI/EI.  
Email - [vkgrawal@irade.org](mailto:vkgrawal@irade.org)  
With a copy to Mr. Pankaj Batra, Project Director, SARI/EI. Email-  
[pbatra@irade.org](mailto:pbatra@irade.org)
- b. **Non-Technical Queries (Contract and invoice related):** Ms. Phalguni Dasgupta,  
Programme Administrator – SARI-EI.  
Email: [pdasgupta@irade.org](mailto:pdasgupta@irade.org)  
With a copy to Mr.Pankaj Batra, Project Director SARI/EI.  
Email- [pbatra@irade.org](mailto:pbatra@irade.org)
18. In witness thereof, this contract is signed on \_\_\_\_\_

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

For and on behalf of  
\_\_\_\_\_

Signature:

Signature:

Designation:

Designation:

Name:

Name:

Date:

Date:

## 5.7. Annex VII: General Terms and Conditions of the Consultancy 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

### 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 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 in to 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. Not with standing 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/alterd/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.
  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 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 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.
  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.

#### **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 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 invoice should be raised to the Programme Administrator (email: [pdasgupta@irade.org](mailto:pdasgupta@irade.org)) along with the approval and acceptance by the SARI-EI Technical Representative.
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 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 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 here under.

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

Consultant should not sub contract 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 and any other cost incurred by IRADe on behalf of the consultant 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.

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

#### **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 (<https://www.usaid.gov/sites/default/files/documents/1868/305maa.pdf>) 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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