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IRADe Integrated Research and
Action for Development

Request for Proposal (RFP)

for

Developing the Model Framework for Trading Licence Regime and Guidelines for grant of Trading licence to initiate/advance power trading in SA countries and facilitate Cross Border Electricity Trade (CBET) in the SA region



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



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REQUEST FOR PROPOSAL (RFP)

RFP No.: SARI/EI-2015-09

Issue Date: 28th July, 2016

Closing date: 19th August, 2016

Assignment: Request for proposal for Developing Model Framework for Trading licence regime and guidelines for grant of Trading licence to initiate/advance power trading in SA countries and facilitate Cross Border Electricity Trade (CBET) in the SA region.

Implementing Agency: Integrated Research and Action for Development (IRADe)

Funding Agency: United States Agency for International Development (USAID)

IRADe is inviting prospective organizations through this **Request for Proposal (RFP) to submit their proposal for Developing Model Framework for Trading licence regime and guidelines for grant of Trading licence to initiate/advance power trading in SA countries and facilitate Cross Border Electricity Trade (CBET) in the SA region.** 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 following documents include: instructions for bidders; the Terms of Reference for the assignment; and information on proposal/bid particulars, including technical and financial selection criteria, and the copy of the draft contract.

Proposals/Bids are due on 19th Aug, 2016 by 1400 hrs. Please send your proposal in hard copy to the following address:

The Program Administrator,

SARI/EI Project Secretariat

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

REQUEST FOR PROPOSALS - INSTRUCTIONS FOR BIDDERS

As this is a USAID-funded Program, the RFP follows USAID Procurement Regulations and Laws. All bidder details will be kept confidential.

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

Annexure I:	Scope of Work (SoW)
Annexure II:	Conditions of Proposal
Annexure III:	Proposal Delivery Instructions
Annexure IV:	Payment Schedule
Annexure V:	Proposal Submission Declaration
Annexure VI:	Technical Format for Organizational Experience
Annexure VII:	Technical Format for Personnel Details
Annexure VIII:	Financial Format for Cost of Assignment
Annexure IX:	Draft Contract

Any proposal received by IRADe will be on the basis that all terms and conditions in this Proposal document and the briefing guidelines are understood and accepted by the bidder.

Background:

USAID initiated the SARI/EI program in 2000 aimed towards promoting energy security through energy cooperation and integration in the South Asian (SA) region. In its current fourth phase the SARI/EI program is focussed in advancing CBET through a consultative process involving three distinct Task Forces (TF) of member SA countries engaged in: i. TF 1: Coordination of policies, legal and regulatory frameworks, ii. TF 2: Advancement of transmission system interconnections, and iii, TF 3: South Asia regional electricity markets.

This Terms of Reference (ToR)/Scope of Work (SoW) originates from the deliberations of TF 1: Coordination of policies, legal and regulatory frameworks, wherein CBET regulatory guidelines have been developed ([http://www.irade.org/IRADe-SARI-EI-Regional%20Regulatory-Guidelines%20\(July%202015\)-.pdf](http://www.irade.org/IRADe-SARI-EI-Regional%20Regulatory-Guidelines%20(July%202015)-.pdf)). The objective of the guidelines is to ensure a consistent, common course of action in the decision-making and conduct of CBET transactions in SA countries. This SoW aims to develop a model framework for trading licence regime and guidelines for grant of trading licence in SA countries, excluding India

Regional Electricity Markets: Trading

Electricity trading by traders plays a crucial role in the optimum utilization of energy resources and in the introduction of competition and vibrancy in the power market. Key role and functions of traders are: a) act as counter party in the transaction, b) introduce market liquidity, c) offer risk mitigation options, d) facilitate capital mobilization e) bring in market transparency, f) remove information asymmetry, and, g) expand business opportunities.

The role of traders from buyers and seller’s perspectives varies, though complementary. From a buyers perspective, traders a) arrange off-take of power made available by the seller; b) Identify buyer for off-take and back to back of contracted capacity; c) manage entire transactional chain such as open access, scheduling and energy accounting including system compliance/approvals; d) co-ordinate with relevant agencies for transfer of power; e) facilitate sale of power to third party from alternate sources in case of short off-take by original buyer; f) ensure payment security; g) facilitate energy settlement; and, h) ensure power for testing and commissioning of power station/transmission lines.

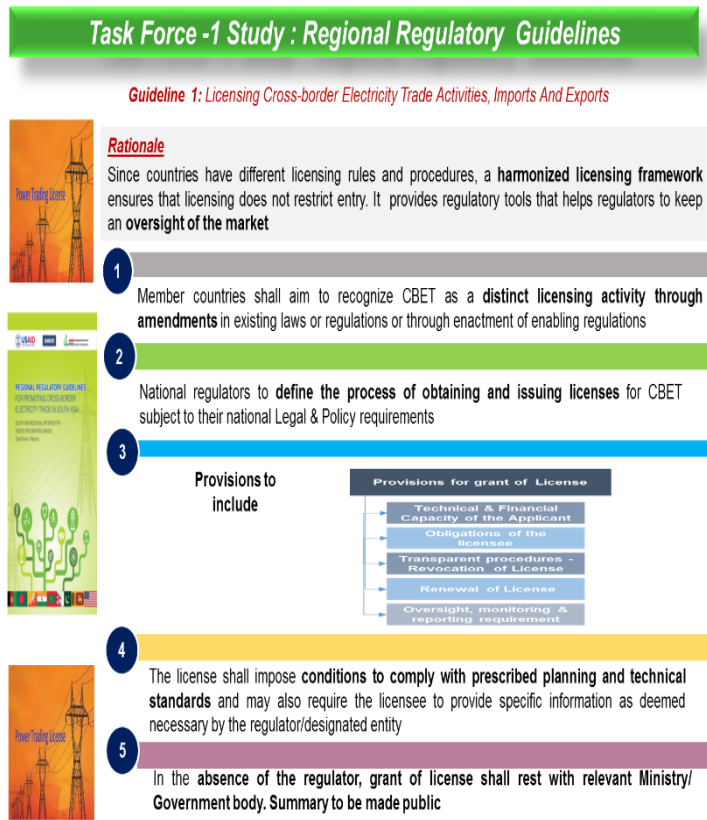


Figure 1 Brief summary of the guidelines on trading license

Additionally, from a seller's perspective, traders a) arrange power as per requirement of buyer; b) identify seller for supply of contracted capacity and enter into requisite commercial agreement on back to back basis; c) ensure supply reliability and quality standards (contract performance); and) arrange supply of power to bulk consumers.

Trading is generally a licensed activity that enables oversight by regulatory agencies to ensure that the rules and conditions of competitive and fair electricity market operations is complied with in the interest of national and regional security. Typically, the licensing framework depends upon existing policy and legislation in force in a country. It requires that the licensee complies with any relevant planning, technical, and market rules in order to achieve grid and market discipline for the benefit of all participants. Licenses, in essence, are permissions required under law and not agreements in themselves. Licenses guide the outcome that a regulator expects from a certain activity.

The CBET regulatory guidelines developed by TF 1 recognizes the importance of electricity trading and its role for creating a Regional Power Market in South Asia. The summary of the guideline on Licensing CBET imports and exports is provided in the Fig-1.

South Asian countries: Status and Readiness for Licensing Trading:

The SAARC framework agreement for energy cooperation (electricity) Article 13 mentions "Facilitating Buying and Selling Entities Member States shall enable Buying and Selling Entities to engage in cross-border electricity trading subject to the laws and regulations of the concerned Member States". The agreement between the Government of Nepal and India on electric power trade, cross-border transmission interconnection and grid connectivity, commonly referred as Power Trade Agreement (PTA) mentions that "Article-IV-The Parties shall allow the authorized/licensed electricity producers/buyers/traders of each country to engage in cross-border electricity trading, including that through Power Exchanges, and to seek cross-border transmission access as per the laws of the respective country "

Currently electricity trading is licensed activity in India i.e. for domestic electricity trading and is governed by CERC regulations Procedure, Terms, and Conditions for Grant of Trading License and Other Related Matters (2009). In Bhutan-The Electricity Act of 2001 recognizes export and import of electricity as licensed activities. The Bhutan Electricity Authority issues licenses and monitors the performance of the licensees to ensure compliance with the provisions of Acts, Regulations, Standards, Codes, etc., For instance, the Bhutan Electricity Authority (BEA) has granted license to Dagachhu Hydropower Corporation Limited (or Licensee) to carry out the activities of construction, generation, supply, and export. The Bangladesh Electricity Regulatory Commission Act of 2003 does not mention export and import of electricity as a licensed activity. Other SA countries do not have any trading licenses regimes. On CBET front, currently trade is happening through traders such as PTC, NVNL between India-Nepal and India-Bhutan. For Cross Border Electricity Trade, traders are expected to play a bigger role in advancing CBET in the region.

A. Objective of the Study:

The objective of the study is to develop the model framework and guidelines for trading licence regime and grant of trading licence in SA (except India¹) with a view to initiate/advance power trading in SA countries and facilitate Cross Border Electricity Trade (CBET) in the SA region.

¹ However for India, study will come out with Model Framework for Trading licence regime and Guidelines for Grant of Trading licence for grant of trading license for Cross Border Electricity Trade.

B. Terms of Reference/Scope of Work:

1. Review and analyse the prevailing² framework, regulations and procedures relating to trading licence regimes and for grant of trading license in SA countries (other than India³).
2. Review and analyse the prevailing institutional structure/arrangements for granting trading license in SA countries.
3. Review and analyse the international best practices⁴ (with particular focus on Indian⁵ experience) on trading in the context of domestic power sector as well as from the perspective of ⁶CBET particularly focusing on:
 - a) Key drivers, enabling factors and barriers to institutionalising trading licensing regimes and grant of licenses.
 - b) Role of power traders and how power traders have impacted the development of power market in both domestic and regional context.
 - c) Challenges associated with designing and implementation of trading license regimes and for grant of trading license.
4. Development of a proposed framework for a Trading licence regime and guidelines/procedures for Grant of Trading licence in SA, road map and action plan for the design and implementation of electricity trading guidelines for SA countries to advance CBET. This would include but not be limited to:
 - a) Requirements of being an electricity trader, procedure for grant of licence, terms and conditions of the licence, obligations of the licensee and revocation of licence and other key aspects associated with grant of trading licenses.
 - b) The above suggested model framework guidelines should also include various standard formats such as i) application form ii) grant of trading licenses and other required formats.
5. Global experience as well as those in India suggests that institutionalizing a trading licensing regime and granting of trading licenses must be viewed in the context of the existing level of power sector reform and readiness towards electricity trading as well as keeping in view the larger perspective of Cross Border Electricity Trade. It is therefore critical that views and suggestions of key stakeholders (e.g. regulators, transmission utilities, power companies, energy ministries etc.) are taken into consideration. To this end the Consultant is expected to organize bilateral stakeholder consultation meetings/Con-call with such stakeholders/parties of South Asian Countries in consultation with SARI/EI/IRADe. The study will also take in to account the Cross Border Electricity Trade Policy being developed by MoP, GoI and the various studies being undertaken by SARI/EI Task Forces. The study will also focus on technical aspects of the open access regime.

Any logistic cost for bilateral meetings outside India i.e. international travel/accommodation charges etc. will be borne by SARI/EI/IRADe. However, any logistic cost for bilateral meetings within India will be borne by the Consultant.

²The review and analysis will be primarily of India as India has trading license regime and regulation/procedures for grant of trading license.

³However, for India, study will come out with Model Framework for Trading licence regime for Cross Border Electricity Trade and Guidelines for Grant of Trading licence for Cross Border Electricity Trade as India do not have Framework/Guidelines/regulation for a Trading licence regimes and for grant of trading license for Cross Border Electricity Trade. Currently nodal agencies identified by country governments are responsible for trade under G2G agreements.

⁴Open Access regimes from Cross Border Power trade/regional power pool/markets around world other than SA region will be reviewed and analysed.

⁵ While focus should be on Indian experience, however international review will also review and the experience from Europe, SAAP, WAPP and from other similar regional power system integration and inference and lesson for South Asia to be derived upon.

C. Deliverables:

1. Submission of a draft report on key findings including the review and analysis of the prevailing practices in India and SA countries relating to trading license regime, its governing & institutional arrangement etc. as emerged from the Scope of Work/Terms of Reference. This draft report will be submitted within 45 days from the date of issue of Letter of Intent (LOI).
2. Submission of draft interim report on the key findings on the review and analysis of the international experiences as emerged from the Scope of Work /Terms of Reference. This interim report will be submitted within 75 days from the date of issue of Letter of Intent (LOI).
3. Develop Suggested draft Model framework for South Asian Countries on a Trading licence regimes and for grant of trading license both for domestic as well as for Cross Border Electricity Trade covering the following but not limited to procedure for grant of licence, terms and conditions of the licence, obligations of the licensee and revocation of licence and other key aspects of the grant of trading licenses, institutional arrangements etc. It will also include various standard formats such as a) Application form b) Grant of trading licenses and other required formats. This draft final report on model framework will be submitted within 120 days (4 months) from the date of issue of Letter of Intent (LOI).
4. Submission and Acceptance of the final report with suggested draft model framework and guidelines for trading license regime and grant of trading licenses in South Asian Countries for domestic as well as for Cross Border Electricity Trade after incorporating suggestions and inputs of various stakeholders such as Regulators, Transmission Utilities, Power Generation Companies, Power/Energy Ministries, Independent power procedures, TF Members, USAID, SARI/EI etc. This final report will be submitted within 150 days (5 months) from date of issue of Letter of Intent (LOI).

D. Time Line of the Study: 5 Months from date of issue of Letter of Intent (LOI).

ANNEXURE II: CONDITIONS OF PROPOSAL/BID

1. Proposal Content

The proposal/bid must contain the following:

- a) A cover letter to the Proposal for the assignment
- b) A technical proposal
- c) A financial proposal

Technical Proposal and Financial Proposal should be submitted in separate envelopes indicating clearly in the envelopes "Technical Proposal" and "Financial Proposal." Both the sealed envelopes must be sealed in separate envelope superscripting **RFP No. SARI/EI- 2015-09**

1.1 Cover Letter format

Cover letter to the proposal should contain the following information:

- Name, title, telephone number, and e-mail address of the person authorized to represent the contract.
- Name, title, telephone number, and e-mail address of the person to be contacted regarding the content of the tender, if different from above.
- Declaration that the bidder commits to the terms described in their tender and assumes responsibility for any pre-contract costs incurred during the bid and negotiation phases.
- A signature of this letter by a duly authorized representative of the company.

1.2 Technical Proposal form

The bidder shall structure the operational and technical part of its proposal as follows:

(a) Management/Organization Experience

This section should provide organization orientation 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 Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The bidder should comment on its experience in similar projects and identify the person(s) representing the Bidder in any future dealing with the procuring IRADe entity.

Further, in this section the bidder should explain the various projects that are being executed by the organization in the past three years. Please see **Annexure VI** for the format.

(b) Resource plan

This should fully explain the bidder's resources in terms of personnel and facilities necessary for the performance of this requirement including key personnel identified. It should describe the bidder's current capabilities/facilities and any plans for their expansion. The bidder should submit the curriculum vitae of the key personnel who will work on this assignment in the format in **Annex VII**.

(c) Proposed methodology

This section should demonstrate the bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics; and demonstrating how the proposed methodology meets or exceeds the specifications. This would include making presentation of the methodology by the bidder.

The methodology should address all three parts of the project viz. related to the running of the pilot market, market rules and design and capacity building (training) parts.

The bidder may also include in their proposal any other activity that in their view may improve the execution of the project. The bidder may also propose any additional relevant deliverable that they are capable of delivering. If any additional amount is payable due to the above, the same may be separately mentioned in the Financial Proposal. However, the acceptance of the above shall be at the discretion of IRADe.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Financial proposal is to be submitted in a separate sealed envelope.

It is mandatory that the bidder's Proposal 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.

1.3 Financial Proposal

The Financial Proposal should be submitted as per the attached format (Annexure VIII):

- The Lump sum fixed cost (quote) of the assignment
- 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.
- Confirmation of the payment schedule included (Annexure IV)

2. Proposal Assessment

2.1 Proposal Assessment Process

Proposal must comply with the requirements of the Scope of Work (SoW). Compliance with the SoW will be determined solely by IRADe.

Failure to submit a proposal including the information required as per the RFP will factor into IRADe's assessment of the level of compliance with the Request for Proposal and may result in rejection of the proposal.

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.

2.2 IRADe will evaluate the technical proposals various parameters, the most important ones being the following criteria:

- Organizational experience of the firm in related assignment including relevant activities carried out and also experience in working south Asian region in particular in the area of power trading, power market regulations etc;
- Methodology/approach, Staffing Schedule, and time line;
Qualification and experience of key personnel proposed to work in this assignment;

2.3 The firms who secure minimum 70% marks in the technical assessment, the financial proposal of only such firms shall be opened.

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

$$(0.70 \times \text{Technical Score} + \text{LP/FP} \times 0.30)$$

LP is the lowest quoted price from among the bidders

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

2.5 IRADe reserves the right to:

- a) Accept or reject any proposal, and to annul the proposal process thereby rejecting all proposal, at any time prior to the award of contract
- b) Cancel or vary the Request for Proposal process.
- c) Reject any proposal that does not adhere to the structure and content requirements as outlined in this Request for Proposal.
- d) Accept proposals for the whole or part of the requirement/assignment
- e) Negotiate with the most favourable bidder. Request for any additional certifications or clarification.

- 2.6 IRADe shall not be bound by any oral advice given or information furnished, but shall be bound only by written advice or information.
- 2.7 The conduct of this Request for Proposal 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.
- 2.8 A proposal will not be considered in a case where the bidder or a representative of the bidder gives or offers anything to an employee or agent of IRADe as an inducement or reward, which could in any way tend to influence the actions of that employee or agent.

3. Acceptance of Proposals

- 3.1 IRADe is not bound or required to accept the lowest priced proposal or any proposal.
- 3.2 A proposal 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.
- 3.3 IRADe reserves the right to enter into negotiation with any other bidder if contract negotiations cannot be concluded with the preferred bidder.

4. Lodgement of Proposals

- 4.1 It is the responsibility of the bidder to ensure that the proposal is received at IRADe by the closing date and time prescribed in this Request for Proposal. A proposal lodged after the closing date is a late proposal and may be excluded from consideration at IRADe's sole discretion.
- 4.2 IRADe will not consider or entertain any queries about a decision to assess or reject a late Proposal.
- 4.3 Proposals are to be in English and all pricing and costs are to be in Indian Rupees.

5. Bidder Costs

- 5.1 Bidders are responsible at their own cost for:
- a) Making all arrangements and obtaining and considering all information relating to the Terms of Reference.
 - b) The preparation, delivery and lodgement of their proposals
 - c) Costs associated with any issues that may arise, including disputes, related to the proposal process
 - d) Cost associated with attending a pre bid meeting in case such a meeting is held.

6. Confidentiality

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

7. Request for Information

- 7.1 Any prospective bidder may within a reasonable time before the closing date request information on any point of clarification in this Request for Proposal. 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 known prospective bidders.

8. Bidder Acceptance of Conditions

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

ANNEXURE III: PROPOSAL DELIVERY INSTRUCTIONS

1. Closing Time: 1400 hrs, 19th August, 2016

2. Contact Person: Rohit Magotra

3. Proposal Validity Period: 60 days

Hard copy of proposal submitted by Hand Delivery/Registered Post

5. Delivery Address: The Program Administrator,
SARI/EI Project Secretariat
B-44, Shivalik Road, Malviya Nagar,
New Delhi-110017

Tel:+91 11 26692714-16

6. Email address: r.magotra@irade.org

Annexure IV: PAYMENT SCHEDULE

IRADe shall effect the payment to the bidder on successful completion and acceptance of deliverables to IRADe as per the following payment schedule:

S. No.	Completion of Deliverables as per Scope of Work (Annexure 1)	Due date of Submission of Deliverables / completion of activity. as per Scope of Work (Annexure 1)	Payment percentage
1	Completion of Deliverable No C (1)	Within 45 days from the date of issue of Letter of Intent (LOI).	15%
2	Completion of Deliverable No C (2)	Within 75 days from the date of issue of Letter of Intent (LOI).	25%
3	Completion of Deliverable No C (3) Submission of Draft Report	Within 120 days (4 months) from the date of issue of Letter of Intent (LOI)	25%
4	Deliverable No C (4) Submission and Acceptance of the final report with suggested draft model framework and guidelines for trading license after incorporating suggestions and inputs of various stakeholders.	Within 150 days (5 months) from date of issue of Letter of Intent (LOI).	35%
	Total		100%

ANNEXURE V: PROPOSAL 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 (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the financial proposal attached herewith and made part of this Proposal.

We undertake, if our Proposal 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 Proposal for a period of 60 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive. Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

ANNEXURE VI: TECHNICAL FORMAT FOR ORGANIZATIONAL EXPERIENCE

S. No.	Name of the assignment	Client name	Duration	Value (INR)	Status: Ongoing/Completed
1					
2					
3					
4					
5					
6					
7					
8					
9					
10.					

ANNEXURE VII: TECHNICAL FORMAT FOR CURRICULUM VITAE

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

- 1) Name of the Personnel
- 2) Nationality
- 3) Professional Area of expertise:
- 4) Academic Qualification (summarize college, university, specialized education etc. with degree and year of attainment)
- 5) Key qualification (training or other qualifications obtained pertinent to this project)
- 6) Details of experience in similar assignments:
- 7) Position held in the firm
- 8) Number of Years with the firm
- 9) Proposed position in team for this project
- 10) Experience Record (list positions with organizations and nature of duty).
- 11) Language proficiency

ANNEXURE VIII: FINANCIAL PROPOSAL FORMAT

Dear Sir/Madam,

We hereby declare that the following costs outlined in the Terms of Reference for providing consultancy services. 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, Annexure 1			

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

Signature:

Name:

Designation

Seal:

ANNEXURE IX: DRAFT CONTRACT

This consultancy contract is made on this ---- day of, 2016 by and between:

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

and

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

Here in after referred to as the ‘parties’.

Whereas:

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

4. Consultancy cost

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

5. Terms of payments

S. No.	Submission of Deliverables as per Scope of Work	Payment terms
1		

6. Time Schedule

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

7. At each stage of the work as desired by IRADe, the consultant would be required for interaction and attend review meetings/make presentations in IRADe/USAID at a time and place intimated by IRADe.
8. This contract will be governed by IRADe General Terms & Condition for Consultancy Contract as laid down in **Annexure 2**.
9. The bid submitted by the consultant and all the communication with respect to the **RFP No _____** between the two parties will be part of this contract.
10. All communication regarding this contract should be addressed to _____ who will manage this contract or the person designated by him.
11. In witness thereof, this contract is signed on _____

For and on behalf of **IRADe**

Signature:

Name:

Designation

Date:

For and on behalf of **Consultant**

Signature:

Name:

Designation:

Date:

APPENDIX 1: GENERAL TERMS AND CONDITION 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

ARTICLE I: DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

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

AGREEMENT means the Agreement between IRADe and _____;

CONSULTANT means the party named in the Agreement.

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

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

ARTICLE II: GENERAL CONDITIONS OF AGREEMENT

1. Both parties hereby declare that they are fully empowered, authorised and competent to execute this agreement.
2. The consultant shall ensure that the services rendered are strictly in accordance with the standard prescribed in terms of the agreement entered into between IRADe and the consultant.
3. The consultant shall regularly apprise IRADe with respect to the progress of the services rendered and shall carry out such modifications as may be instructed by IRADe from time to time..
4. The consultant shall not be entitled to substitute personnel unless IRADe gives written consent to such substitution. IRADe shall not be liable to meet any costs arising from the replacement of such personnel.
5. Notwithstanding anything contained in this agreement, the relationship of IRADe and the consultant shall not be construed, as that of employer and employee and staff of the consultant shall at no time be considered as employee/s of IRADe.
6. The consultant shall be responsible for all acts of omission and commission of persons engaged by the Consultant whether or not in the course of performing the services and for the health safety and security of such persons and their property.
7. The terms/conditions/scope of this contract shall not be varied/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. The Consultant will be signing a Non-Disclosure Agreement (NDA) with IRADe in this regard.
11. The consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the agreement and shall act in accordance with the services as provided in Terms of Reference
12. The consultant shall not without the written consent of IRADe, in any way assign or transfer his/ her obligations under this agreement or any part thereof to anyone, failing which the contract may be rescinded by IRADe.
13. The consultant shall keep IRADe indemnified in respect of any loss or damage or claim howsoever arising out of negligence on the part of the consultant in relation to the performance or otherwise of the services to be provided under this contract.

ARTICLE III: PAYMENT

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

ARTICLE IV: DURATION OF THE CONTRACT

1. The agreement is deemed to commence on the date specified earlier. Any delay in the completion of the obligation on the part of the consultant shall entitle IRADe to terminate the agreement and deduct the amount of the consultant proportionate to the work remaining incomplete. The decision of IRADe in quantifying the amount of such deduction shall be final and binding.
2. Notwithstanding the above, the period of due performance of the obligation of the consultant may be extended by IRADe without deduction of any amount for the Consultant, if the delay is caused due to the lack of finances, delay in instructions, act of God or *Force Majeure*.

ARTICLE V: TAXES/DUTIES/SERVICE TAX

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

ARTICLE VI: PENALTY FOR LATE SUBMISSION OF DELIVERABLES

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

ARTICLE VII: TERMINATION

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

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

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

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

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

ARTICLE VIII: SUBCONTRACTING

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

ARTICLE IX: INDEMNIFICATION

Each party shall mutually indemnify and hold one another harmless against losses, claims, liabilities, or damages (including costs, reasonable attorney's fees, and amounts actually paid in reasonable settlement thereof) that are sustained as a result of the negligent acts, errors, or omissions of the other party, its employees and agents, or for the improper performance or non-performance relating to activities hereunder. Indemnification under this paragraph shall be limited to the maximum amount payable under this agreement, except for losses, claims, liabilities or damages sustained in connection with an actual or alleged violation of law applicable to this agreement.

ARTICLE X: LAW AND JURISDICTION

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

ARTICLE XI: DISPUTES

1. All disputes and/or differences and other questions in any way arising out of or relating to this Agreement, which cannot be settled amicably shall be referred to an arbitrator who shall be appointed by IRADe. The decision of the arbitrator shall be final and binding on both the parties.
2. It shall be incumbent on the party invoking arbitration to specify the dispute and/ or differences to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute.
3. The consultant shall continue to perform his duties with diligence notwithstanding the fact that a dispute has been referred to arbitration or any dispute or difference has arisen.
4. The venue of arbitration shall be New Delhi.
5. The arbitration shall be governed by the provisions of the "Arbitration and Conciliation Act 1996" as amended up to date or any statutory modification or re-enactment thereof for the time being in force or any rules made there under.

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 c consultant and approval by IRADe is given in writing.
2. **Terrorist Financing:** U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the consultant to ensure compliance with the Executive Orders and laws.
3. **USAID Standard Provisions:** As the Program of SARI/EI is being funded by USAID, the Standard Provisions of USAID will be applicable and binding for this contract.

ARTICLE XIII: MISCELLANEOUS

4. This agreement shall not be modified or varied nor its provisions waived otherwise than in writing duly signed by both the parties hereto.
5. This agreement represents an integrated agreement between the parties hereto and supersedes all prior negotiations representations or agreements either oral or written.
6. The privity 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 privity of contract whatsoever with the IRADe.

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.