

Request for proposal for Assessment of the Cross Border Natural Gas Trading (CBNGT) Potential in the South Asian Countries

RFP No.: IRADe/SARI/2020-21/04

11th September 2020



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

Integrated Research and Action for Development (IRADe)

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

Tel: +91 11 26692714-16

www.sari-energy.org

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1. Introduction

RFP No.:	RFP No. - IRADe/SARI/2020-21/04
Issue Date:	11th September 2020
Closing date:	1st October 2020
Assignment:	Request for proposal for Assessment of the Cross Border Natural Gas Trading (CBNGT) Potential in the South Asian Countries
Implementing Agency:	Integrated Research and Action for Development (IRADe)
Funding Agency:	United States Agency for International Development (USAID)

IRADe invites bids from prospective organizations through this **Request for proposal for “assessment of the Cross Border Natural Gas Trading (CBNGT) Potential in the South Asian Countries.”** 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 a copy of the draft contract.

Bids are due on 1st October 2020 by 1800 Hrs. The last date for submitting pre bid queries is **18th September 2020**. Mail should be sent to pdasgupta@irade.org.

Due to Covid-19 restrictions the bidders can also submit the Technical and Financial Proposal to the Programme Administrator at 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 financial bid opening the bidders will be sent a mail to submit the password for the Financial Proposal submitted on **1st October 2020**.

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:

Annex I:	Bid Submission Declaration
Annex II:	Technical Format for Organizational Experience
Annex III:	Technical Format for Personnel Details
Annex IV:	Staffing Schedule
Annex V:	Financial Format for Cost of Assignment
Annex VI:	Draft Contract
Annex VII:	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

Assessment of the Cross Border Natural Gas Trading (CBNGT) Potential in the South Asian Countries

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

A. Scope of work

- A1. Critically review and analyse the existing literature and work done so far by SARI/EI in the area of Cross Border Natural Gas Trade (CBNGT) in the South Asian Region.
- A2. Develop a Regional Natural Gas Trade Model (RNGTM) for the South Asian Region and undertake comprehensive modelling exercise to identify the CBNGT trading potential in the South Asian nations (Afghanistan, Bangladesh, Bhutan, India, Pakistan, Nepal, Sri Lanka & the Maldives) over a period of next 20 years. The CBNGT potential will be assessed by reviewing and analysing the following:
 - A2.1. Review and analyse existing long-term Demand-Supply (D-S) projections for natural gas for each country, of the South Asian Countries, if available, till 2040, including its sectoral projections, considering the associated policy and regulatory environment of the natural gas sector.

- A2.2. If long term D-S projections are not available, to carry out a comprehensive modelling exercise for projecting demand-supply position of natural gas, for each of the South Asia nations, including its sectoral projections till 2040 considering past trends and the respective Government policies. This includes analysis of emerging trends in the expansion of natural gas usage as a cleaner fuel in the region for existing/new uses, such as transportation, city gas distribution, power production, fertilizer production etc. Further, besides the conventional natural gas, unconventional gas supply options, like shale gas should also be considered for use in the sectors mentioned above (if being considered by the Government) or the possibility of its usage.
- A2.3. The above assessment should also take into account the existing and planned gas transportation infrastructure, and its associated review and analysis.
- A2.4. It shall also take in to account the present D-S dynamics and cost dynamics of Natural gas and unconventional gas in each of the South Asian countries, as well as elsewhere in the globe, and the expected developments till 2040, so as to estimate (1) natural gas/unconventional gas trade across the South Asian nations, as well as (2) trade with other Regions in other parts of the world, as a means to meet the natural gas requirements by each SA country.
- A2.5. The analysis will take into account trade of natural gas through LNG as well as pipeline based natural gas trade, keeping in view the infrastructure available or planned. The analysis should also review and recommend construction of appropriate RLNG or pipeline infrastructure for optimizing gas trade in the South Asia Region.
- A2.6. Based on the above, analyse and identify regional CBNGT potential as well as country wise trading potential for each of the SA country as well as the region for the 20 years period (2020-2040). The CBNGT potential over various seasons should also be projected.
- A3. Based on A 1 and A 2, develop various modelling scenario of Cross Border Natural Gas Trade (CBNGT) in the region with potential economic, social, and environmental benefits across each scenario of CBNGT.
- A4. Based on the analysis of A 1, A 2 and A 3, explore, analyse and model the concept of Regional Gas Hub in South Asia, sharing of gas infrastructure including LNG infrastructure for regional optimization and coordinated development of the same, including cross border gas infrastructure.
- A5. Based on the analysis of A 1, A 2, A 3, and A 4, suggest the details of the gas infrastructure required across the natural gas value chain, under various scenarios, along with the investment requirements.
- A6. Based on the analysis of A 1, A 2, A 3, A 4 and A5, suggest a regional roadmap and an action plan for initiating/accelerating the Cross Border Natural Gas Trade (CBNGT) in the

region and strategy for importing of gas from outside of the region to meet the demand, as well as starting a gas hub in the Region.

B. Deliverables

Deliverables	Timelines
1. Submission of inception report covering detailed methodology, approach, analytical framework, and steps for the entire assignment	Within 20 days from the date of signing of contract
2. Submission of draft report covering all the analyses from A 1 to A 2	Within 90 days from the date of signing of contract
3. Submission of augmented draft report covering all the analyses from A 1-A 3	Within 150 days from the date of signing of contract
4. Submission of draft final report covering all the analyse from A 1-A 6	Within 180 days from the date of signing of contract
5. Present the findings of the report to the stakeholders, incorporate the suggestions and comments, and submit the revised draft final report	Within 210 days from the date of signing of contract
6. Final report	Within 240 days from the date of signing of contract

4. Conditions of Bid

4.1 Bid Content

1. The bid must contain the following:

- a) A cover letter to the Bid for the assignment
- b) The soft copy of Technical should be named as **“Company Name_Technical Proposal_CBNGT”** and Financial Proposal should be named as **“Company Name – Financial Proposal_CBNGT”**
- c) Both Technical and Financial proposal should be submitted to the Programme Administrator at pdasgupta@irade.org.
- d) The Financial Proposal submitted should be password protected and the password to the Financial Proposal **should not be shared**. At the time of financial bid opening the bidders will be sent a mail to submit the password for the Financial Proposal submitted on 1st October 2020.

4.1.1 Cover Letter format

Cover letter to the bid should include the following information:

- i. Name, title, telephone, DUNS number, and
 - ii. Email address of the person authorized to represent the bidder.
 - iii. Declaration that the bidder accepts the terms described in their tender and assumes responsibility for any pre-contract costs incurred during the bid and negotiation phases.
 - iv. A signature of this letter by a duly authorized representative of the company.
- A format of the cover letter is placed in [Annex I](#).

4.1.2 Technical Bid form

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

1. Management/Organization Experience

- a. This section should provide 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.
- b. The bidder should provide its Experience in similar projects. Further, in this section the bidder should give details of various projects that are successfully completed/being executed by the organization. Please see [Annex II](#) for the format.
- c. Detailed project data sheets should be provided of the projects mentioned in the experience section. It should cover the objective of the assignment and the activities undertaken by the organization to achieve the objectives of the project.

4.1.3 Resource Plan

- a. This should fully explain the bidder's resources in terms of personnel and facilities necessary for the performance of this requirement, including key personnel identified. The bidder should submit the curriculum vitae of the key personnel who will actually work on this assignment in the format in [Annex III](#).

Please limit the curriculum vitae to a maximum of four pages.

- b. 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](#)
- c. If an external advisor/consultant is hired, scanned **Letter of the association** clearly substantiating that the advisor/consultant has agreed to devote the given number of man-days in this particular assignment should be attached.
- d. The Qualifications with **specialization** should be mentioned for all personnel working on the project.

4.1.4 Proposed Methodology

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

4.1.5 Financial Bid

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

- a. It should be a Lump sum fixed cost (quote) of the assignment.
- b. Any amount of the nature of taxes, duty, levy, etc. should be mentioned separately and will be paid as per applicable rates as and when due.
- c. Confirmation of the payment schedule included as mentioned in 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 in related assignments in the area of:
 - a. Energy systems Modelling
 - b. Energy Sector Demand and Supply Projections
 - c. Experience of working in the Natural Gas Sector Including LNG.
 - d. Experience in analysis of Natural gas markets.
 - e. Designing and Development of regional Natural Gas Market including its operations.
 - f. Economic, social, and environmental techno-economic and cost-benefit Analysis of Natural gas
 - g. Detailed Analysis of electricity prices by Gas vis a vis other sources of energy.
 - h. Experience of Working in the South Asian Region in Energy systems.
 - B. Methodology/approach, Staffing Schedule and timeline; Qualification and experience of key personnel proposed to work in this assignment;
4. The technical and financial scores shall be evaluated as per the following formula to ascertain the ranking of the firm:

$$\{\text{Technical Score} \times 0.70 + (\text{LP/FP} \times 100) \times 0.30\}$$

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

a. The Organisation's relevant experience for the assignment	35%
b. Understanding of the issues and approach to be followed	10%
c. The qualifications and experience of the key staff (who would actually be working on the project) proposed	30%
d. Quality of presentation made before Technical Evaluation Committee	25%
6. The firms who secure minimum **70%** marks in the technical assessment, the financial bid of only such firms shall be opened.
7. 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
8. IRADe shall not be bound by any verbal advice given or information furnished but shall be bound only by written advice or information.
 9. 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.
 10. 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.

4.2.2 Acceptance of Bids

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

4.2.3 Lodgment of Bids

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

4.2.4 Bidder Costs

Bidders are responsible at their own cost for:

1. Making all arrangements and obtaining and considering all information relating to the Terms of Reference.
2. The preparation, delivery and lodgment of their bids
3. Costs associated with any issues that may arise, including disputes, related to the bid process
4. Cost associated with attending a pre bid meeting in case such a meeting is held.

4.2.5 Confidentiality

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

4.2.6 Request for Information

Any prospective bidder may within a reasonable time, before the closing date request for clarification on any point of clarification in this Request for Bid. The information requested shall be given in writing by IRADe as soon as practicable, and where in the opinion of IRADe the information could have an effect on other bidders, that information shall be given in writing to all the other bidders. **All pre-bid queries should be submitted within 18th September 2020.** No queries post this shall be answered to.

4.3 Bid Delivery Instructions

Closing Time:	1800 Hrs, 1st October 2020
Contact Person:	Phalguni Dasgupta
Bid Validity Period:	90 days
Email ID for submission of bids:	pdasgupta@irade.org
Pre-Bid queries to be submitted by	18th September 2020

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:

Deliverables	Timelines	Payment Percentage
1. Submission of inception report covering detailed methodology, approach, analytical framework, and steps for the entire assignment	Within 20 days from the date of signing of contract	10%
2. Submission of draft report covering all the analyses from A 1 to A 2	Within 90 days from the date of signing of contract	15%
3. Submission of augmented draft report covering all the analyses from A 1-A 3	Within 150 days from the date of signing of contract	15%
4. Submission of draft final report covering all the analyse from A 1-A 6	Within 180 days from the date of signing of contract	25%
5. Present the findings of the report to the stakeholders, incorporate the	Within 210 days from the date of signing of contract	10%

Deliverables	Timelines	Payment Percentage
suggestions and comments, and submit the revised draft final report		
6. Final report	Within 240 days from the date of signing of contract	25%

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 **Request for proposal for “Assessment of the Cross Border Natural Gas Trading (CBNGT) Potential in the South Asian Countries”** 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

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.					

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

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:
- 7) Position held in the firm
- 8) Number of Years with the firm
- 9) Proposed position in team for this project
- 10) Experience Record (list positions with organizations and nature of duty).
- 11) Language proficiency
- 12) If an external advisor/consultant is hired, scanned **Letter of the association** clearly substantiating that the advisor/consultant has agreed to devote the given number of man-days in this particular assignment should be attached.

5.5 Annex V: Financial Bid Format

Dear Sir/Madam,

We hereby declare that the following costs outlined in the Terms of Reference for **Request for proposal for “Assessment of the Cross Border Natural Gas Trading (CBNGT) Potential in the South Asian Countries.”** 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

This consultancy contract is made on this ---- day of, 2020 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/2020-21/04 - Request for proposal for “Assessment of the Cross Border Natural Gas Trading (CBNGT) Potential in the South Asian Countries”** 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/2020-21/04 dated 1 st October 2020	
Taxes and duties	
Total Cost	

6. Terms of payments

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

USAID New Delhi-UIN No.0717U N 000166UNP,

USAID-SARI/EI-AID-386-A-12-00006

C/o Integrated Research and Action for Development (IRADe)

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:

Deliverables	Timelines	Payment Percentage
1. Submission of inception report covering detailed methodology, approach, analytical framework, and steps for the entire assignment	Within 20 days from the date of signing of contract	10%
2. Submission of draft report covering all the analyses from A 1 to A 2	Within 90 days from the date of signing of contract	15%
3. Submission of augmented draft report covering all the analyses from A 1-A 3	Within 150 days from the date of signing of contract	15%
4. Submission of draft final report covering all the analyse from A 1-A 6	Within 180 days from the date of signing of contract	25%
5. Present the findings of the report to the stakeholders, incorporate the suggestions and comments, and submit the revised draft final report	Within 210 days from the date of signing of contract	10%
6. Final report	Within 240 days from the date of signing of contract	25%

8. **Duration of Contract:** The estimated time for completion of the activities is **8 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 2** 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/2020-21/04 between the two parties will be part of this contract.
12. The Consultant shall respect Intellectual Property rights and shall ensure that its employees and its Subcontractors, and its party respect Intellectual Property rights
13. Warranties: The Consultant confirms and warrants to the best of its knowledge that:
 - It has full legal and financial capacity to enter into contract and be part of the consultancy services
 - The outputs will not violate or infringe any existing intellectual property rights or any other third party rights, nor will the publication of the assignment.
 - It will be either the sole owner of the outputs or has obtained or will obtain the necessary consents to allow IRADe and other publishers to disseminate the outputs as outlined in this contract;
 - There are no claims or legal proceedings pending or threatened, the outcome of which could adversely affect the rights of IRADe on the research work or output of this assignment;
 - There are no agreements of any nature in favour of anyone that could interfere with the rights generated out of this assignment and
 - The Project outputs contain nothing that is unlawful, libelous, and defamatory or which would, if published, constitute a breach of contract, privacy or of confidence.
14. 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*
15. Survival: All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive the Contract Completion Date.
16. All communication regarding this contract should be addressed to:
 - a. **Technical Queries:** Mr. Rajiv Ratna Panda, Head - Technical, SARI/EI.
Email - rajivratnapanda@irade.org
With a copy to Mr. Pankaj Batra, Project Director, SARI/EI. Email-

pbatra@irade.org

- b. **Non-Technical Queries:** Ms. Phalguni Dasgupta, Programme Administrator – SARI-EI.

Email: pdasgupta@irade.org

With a copy to Mr. Pankaj Batra, Project Director SARI/EI.

Email- pbatra@irade.org

17. 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: Project Director

Designation:

Name:

Name:

Date:

Date:

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

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

ARTICLE I:	Definitions and Interpretations
ARTICLE II:	General Conditions of Agreement
ARTICLE III:	Payment
ARTICLE IV:	Duration of Contract
ARTICLE V:	Taxes/Duties/Service Tax
ARTICLE VI:	Penalty for Late Submission of Deliverables
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

5.7.1 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.

5.7.2 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/altered/modified until and unless mutually agreed by and between IRADe and the consultant and such modification shall be reduced to writing in the form of an amended contract.
8. IRADe shall retain copyright of all documents prepared by the Consultant in relation to the services rendered.
9. The Consultant shall not engage in any activity which might conflict with the interest of IRADe under this agreement or the agreement of IRADe with Client.
10. The consultant shall not, during or after the termination of the contract, disclose to any third party any information arising from the contract, other than in the proper performance of their duties, except with the prior written permission of IRADe.
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.

5.7.3 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 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.

5.7.4 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*.

5.7.5 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.

5.7.6 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**.

5.7.7 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.

5.7.8 ARTICLE VIII: Subcontracting

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

5.7.9 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.

5.7.10 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.

5.7.11 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.

5.7.12 **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.

5.7.13 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.
