





# Request for Proposal for Development of Knowledge Resource Database – "South Asia Energy Knowledge Resource Database (SAEKRD)" for South Asian Countries

RFP No. - IRADe/SARI/2020-21/01

April 16, 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







# **Table of Contents**

	E OF CONTENTS	
ABBR	REVIATIONS	II
<b>1.</b>	INTRODUCTION	1
2.	INSTRUCTIONS FOR BIDDERS	2
	TERMS OF REFERENCE/ SCOPE OF WORK	
3.1	Background	
3.2	Objective of the "South Asia Energy Knowledge Resource Database":	
3.3	Nature of "South Asia Energy Knowledge Resource Database"	
3.4	Scope of work	
	-Data Collection and Data Compilation	
	-Database Design Document and Data Analytics	
	-Database Submission including IT intervention with all the requisite features	
	-Capacity Building and Data Demonstration	
	-Time Period	
4.	CONDITIONS OF BID	11
4.1	Bid Content	11
4.1	.1 Cover Letter format	11
4.1		
4.1	.3 Resource Plan	11
4.1	.4 Proposed Methodology	12
4.1		
4.2	Bid Assessment	12
4.2	.1 Bid Assessment Process	12
4.2		
4.2	.3 Lodgment of Bids	14
4.2		
4.2		
4.2		
4.2		
4.3	Bid Delivery Instructions	
4.4	Payment Schedule	
	ANNEXURE	
5.1	Annex I: Bid Submission Declaration	
5.2	Annex II: Technical Format for Organizational Experience	
5.3	Annex III: Technical Format for Curriculum Vitae	
5.4	Annex IV: Staffing Schedule	
5.5	Annex V: Financial Bid Format	
5.6 5.7	Annex VI: Draft Contract	
<b>5.7</b> 5.7.		
5.7		
5.7		
5.7	·	
5.7		
5.7		
5.7	•	
5.7		
5.7	- Control of the cont	
5.7		
5.7		
5.7	.12 ARTICLE XII: Funders Terms and Conditions	30
5.7	.13 ARTICLE XIII: Miscellaneous	31







# **Abbreviations**

BBIN Bangladesh-Bhutan-India-Nepal Initiative

BIMSTEC Bay of Bengal Initiative for Multi-Sectoral Technical and Economic

Cooperation

CBET Cross-Border Electricity Trade

INR Indian Rupees

IRADe Integrated Research and Action for Development SAARC South Asian Association for Regional Cooperation

SAFEM South Asia Forum for Electricity Market

SAFIR South Asia Forum For Infrastructure Regulation
SAKRD South Asia Energy Knowledge Resource Database
SARI/EI South Asia Regional Initiative for Energy Integration

ToR Terms of Reference

USAID United States Agency for International Development







# 1. Introduction

RFP No.: RFP No. - IRADe/SARI/2020-21/01

Issue Date: 16<sup>th</sup> April 2020 Closing date: 11<sup>th</sup> May 2020

Assignment: Request for Proposal for Development of Knowledge

Resource Database - "South Asia Energy Knowledge

Resource Database (SAEKRD)" for 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 Development of Knowledge Resource Database – "South Asia Energy Knowledge Resource Database (SAEKRD)" for 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 the copy of the draft contract.

**Bids are due on 11<sup>th</sup> May 2020 by 1500 Hrs**. Please send your bid in hardcopy and soft copy to the following address:

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







# 2. Instructions for Bidders

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

Attached in the 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

## 3.1 Background

South Asia Regional Initiative for Energy (SARI/I) 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 Energy 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. SARI/EI program focuses on three developmental outcomes i.e. Coordination of Policy, Legal and Regulatory Framework; Advancement of Transmission Systems Interconnection; and establishment of South Asia Regional Electricity Market. To achieve these outcomes, three dedicated Task Forces (TFs) have been constituted under the program, represented by government nominated members from South Asian Country governments (Energy/Power Ministries), Electricity Regulatory Commissions, Planning Authorities, 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.

Energy data is a critical enabler for policy makers and the research community in formulating and analyzing energy policies. Effective policy formulation in the energy sector relies on rigorous analysis of readily available, accurate, reliable and comprehensive data. Availability of such data requires institutional mechanisms and processes to collect, process and disseminate data in a timely manner.

SARI/EI provides the Technical Knowledge support and assistance to the South Asia Forum of Infrastructure Regulation (SAFIR) Working Group on "Regulatory Cooperation to Facilitate Knowledge sharing, addressing **Cross-cutting** Energy/Electricity Regulatory Issues and Capacity Building in South Asia". The objective of the SAFIR Working Group is to work towards enhancing regulatory cooperation to facilitate knowledge sharing, address Cross cutting Energy/Electricity Regulatory issues and build capacity in South Asia to facilitate transparent regulatory framework and promote investment in the South Asia Region. The above database i.e. "South Asia Energy Knowledge Resource Database" shall consist of a web based application on the official SARI/EI and SAFIR website and shall include the whole database in electronic format and will be available in public domain. The database shall







have search filters and graphical data representation for easing data interpretation for policy makers, regulators, energy utilities, and researchers. The Database will allow users to investigate and develop several charts, including on groupings of various energy parameters such as installed capacity of different sources of generation, country-wise and for the whole South Asia Region, energy reserves, energy consumption and supply, sector wise consumption for the countries and the region.

## 3.2 Objective of the "South Asia Energy Knowledge Resource Database":

The main objective of South Asia Energy Knowledge Resource Database for South Asia is: -

- To create a single point, user-friendly platform which enables data analytics for energy data and information related to the South Asia Energy/Power Sector for benefit of all stakeholders and public at large.
- To reduce information/data asymmetry, promote data transparency and help high quality data research and analysis.
- To disseminate data/information on the key indicators of power/energy sector for all the South Asian Countries in the form of MIS and other reports, for meaningful decisions by them.
- Act as information repository for the power/energy sector of South Asian Countries and provide regular updates through collective effort of the participating countries.
- Publish Annual Energy Sector Data Book.

### 3.3 Nature of "South Asia Energy Knowledge Resource Database"

The nature of the Database is to extract, compile data and information from various government organizational sources and Non-government entities/sources, which are already published and are in the public domain. The ownership of data would continue to be with the respective governmental source organizations and SARI/EI will only extract and compile data and information for the purpose of analysis and research with the objective to promote cross border energy trade, facilitate knowledge sharing and address energy/electricity data asymmetry in South Asian Countries.

### 3.4 Scope of work

# 3.4.1 A1 -Data Collection and Data Compilation

A1.1 Review, assess and plan a strategy and roadmap towards finalization and collection of the data and information (details given in section A1.4) from websites of different Government & Non-government entities in South Asian Countries and/or any other sources. Collection of data can be in form of extracting from Excel/ PDF files and/or manual compiling as required - The possibility of automated data fetching (web scrapping) may also be explored.







- A1.2 Perform a comparative analysis of data availability in each South Asian country with international best practices and highlight data gaps, if any and strategize how to address the data gap.
- A1.3 Develop database format of different data points (details given in section A1.4.) in a structured and comprehensive manner (both Country wise and Regional) to be incorporated into the web based South Asia Energy Knowledge Resource Database. The database format must have a clear name of each data type, its units, and various conversion factors that may be used for uniformity. Formats should be developed and finalized in consultation with SARI/EI. Some of the reference websites are https://npp.gov.in/, https://asiapacificenergy.org, https://www.energy-charts.de/power\_inst.htm
- A1.4 Key Data and Information for the South Asia Energy Knowledge Resource Database (Country wise and Regional):
- A1.4 (i)Power Related Time Series Data (Both Instantaneous/Avg. value of 15 Minutes Block wise data /Hourly/Daily/Monthly/Yearly as applicable as well as past Trends) consisting of the following.
  - ✓ Energy Met (MU)
  - ✓ Actual Generation (MU & MW)
  - ✓ Demand Met (MW)
  - ✓ Energy and peak deficits, load shedding,
  - ✓ Rate and volume transaction of power exchange
  - ✓ Cross Border Power Exchange (MU & MW)
  - ✓ Frequency Profile
  - ✓ South Asia Diversity Factor (Diversity factor = Sum of maximum individual demand of each South Asian Countries ÷South Asia total system maximum demand)
  - ✓ Transmission & Distribution losses/ AT&C losses (Country wise and state wise as applicable) Average cost of supply/power purchase cost for the country
  - ✓ Average tariff for different categories of consumers in each country

### A1.4 (ii) Electricity Generation Capacity and Transmission Network Related Data

- ✓ Installed Generation capacity and Fuel Mix
- ✓ Transmission sector current and future trends
  - ✓ Length and coverage of power transmission line.
  - ✓ Voltage level and type of lines (HVDC, EHVAC etc.)
- ✓ Generation and transmission projects under implementation and planned.
- ✓ Regional Power Transfer Capacity.
- ✓ Power Plants wise details Country wise:
  - ✓ Name of the Power Plant







- ✓ Ownership Structure (Public, Private, PPP)
- ✓ Location of Power plant
- ✓ Installed capacity
- ✓ Units Installed in power plant
- ✓ Fuel type

# A1.4 (iii) Key Energy Statistics (Both Year wise and Past Trends and Forecasts, Country Wise):

- ✓ Per capita energy consumption and Total Consumption.
- ✓ Energy resource potential and reserves.
- ✓ Primary Energy Supply and Demand growth.
- ✓ Total energy consumption and sector wise consumption
- ✓ Energy Balance of each Country and of the Region.
- ✓ Energy access.

## A1.4 (iv) Energy Trade including Cross Border Energy Trade:

- ✓ Cross Border Energy Trade inside the South Asia Region.
- ✓ Electricity
- ✓ Oil
- ✓ Coal
- ✓ Natural gas
- ✓ Energy import and exports outside of the South Asia Region.
- ✓ Power Trading and power market related data.
- ✓ Prices of Energy Commodities.
- ✓ Electricity
- ✓ Oil (Petrol and Diesel)
- ✓ Coal
- ✓ Natural gas

### A1.4 (v) Key Policy and Regulations:

- ✓ Key Energy and Power Sector Related Laws, Policy and Regulations.
- ✓ National Power and Energy Sector Master Plans/Projection etc.

### 3.4.2 A2 -Database Design Document and Data Analytics

Prepare and finalize a detailed 'South Asia Energy Knowledge Resource Database Design Document, taking into consideration the various database formats, with the approval of all relevant stakeholders on the same. In addition to various other aspects, Database Design should cover the following:

- Energy to cover all forms of energy such as Oil, Natural Gas, Coal, power, Renewable Energy
- 2. Main web page layout design
- 3. Proper interactive website with Dialogue features, indicating to users what data display options e.g. country, region wise would be available to them, including







data display formats, data analytics features, downloadable formats (which are allowed to be exported or downloaded in the form of data table/chart/pivot table in CSV, Excel, PDF format etc.). Developer should also suggest the visualization technique which may be more appealing, including a Dashboard based on different user types. It is conceived that Database will have data analytics, indicative graphs, pie charts and Figures, Info graphics etc. indicators as per user's requirement. The user should also be able to custom his/her requirement.

- 4. In case datasets require human intervention because of non-availability of extraction from a website, this should be so indicated by the program including the source of this data.
- 5. The program should be designed to take the relevant data from the database and output the same for the complete weekly/Monthly/Quarterly and Annual Energy Sector Data Book, based on a pre-designed format. The book should be made available in word, PDF, excel form (data portion). The program should also have an intelligent user friendly search option for extracting and mining all the data and information. Besides this, the program should also have a feature of outputting customized Reports from the database, as required by the user.

# 3.4.3 A3 -Database Development and expansion, including IT intervention with all the requisite features

- 1. Based on the above, South Asia Energy Knowledge Resource Database Design will be developed along with all the required IT features in consultation with SARI/EI.
- As in the future, database will be expanded with more data points, IT
   Architecture/features and the platform must keep the future expansion of
   Database in mind. The Organization should suggest the standard IT package
   based on industry best practices about the expansion of the Database for the
   same.
- 3. It is expected that data or information will be eventually fed by nodal point/contact person of each South Asian Country. In the above context, the Database must have log in facility and data feeding ports for each South Asian Country.
- 4. The Bidder will conduct discussions with IT teams of concerned departments/ministries of Member Countries on the log in and data feeding ports and its compatibility and also to assess feasibility of integration of the Database with their respective database/Databases/ dashboards/ websites if any. For example, in case of India, it is the National Power Portal.
- 5. Website Database should be hosted on cloud in consultation with SARI/EI. Following specific points shall be taken care of in this regard:
  - ✓ Website Portal Data should be hosted in cloud. The Bidder shall create the hosting architecture in the manner of having separate Application and data







- base server along with provision of back up. The Bidder in their offer shall render the details about the cloud storage and shall also clearly state the cloud charges separately.
- ✓ The bidder shall also be responsible to procure SSL for the website on behalf of SARI/EI and the charges applicable for this shall be paid by SARI/EI separately.
- ✓ Bidder must ensure 99.9% availability of the portal.
- ✓ Automatic backup of application, files, and database shall be scheduled on daily basis on backup server by the Bidder. In case of any failure of main and database server, Bidder shall restore the same from backup server.
- 6. Website should be generated using state-of-the-art coding tool and the Developer shall give the details of the same in their offer.
- 7. Website platform should be compatible with all windows/mac operating system.
- 8. The Developer shall create an android based mobile application that has all the requisite visualization and report generation features of the database
- 9. Graphic user interface of website should be user friendly.
- 10. Log in credentials and its associated features should be provided by developer which will help SARI/EI officials, respective government or Non-governmental entities assigned by SARI/EI in feeding and accessing the data. Different authorizations would have to be made available for different users. Feedback form should be available in every data set.
- 11. Software and hardware rectification/deployment required for fetching of data from various sources, if needed in some countries, is to be specifically brought out by the bidder in its proposal along with its associated cost if any.
- 12. Testing of Draft Online Database: -Perform testing of beta version of Database in order to check all interactive and information functionalities and all the features.
- 13. Demonstrate key functionalities/features to the concerned stakeholders and get their approval for initiating security audit. Support in addressing vulnerabilities identified during security audit.
- 14. Based on the suggestions of the SARI/EI and all stakeholders such as SAFIR Working Group members, energy/power ministries, energy utilities (generation, transmission and distribution) submit the final Database with all the features for making it live.
- 15. Develop a detailed Database manual for maintenance and operation of the Database.

### 3.4.4 A4 -Capacity Building and Data Demonstration

1. The Developer shall provide maintenance and support services for 2 years after Go- Live of the data Database and quote support services charges separately,







inclusive of all prevailing taxes for the above.

- 2. The maintenance and support services shall include updating of data on a quarterly basis, for the support period.
- 3. The maintenance and support services shall include implementation of minor enhancements to the database, website and mobile application. However, any major enhancement, requiring substantial effort or resulting in structural changes in the design of system shall be excluded.
- 4. Training of SARI/EI officials and other Country officials of key organization (who are the source of data), so that user can add/edit/manage data in the Database. Total number of man days for training is 20 for all South Asian countries together, including SARI/EI officials.
- 5. Develop multimedia tutorials/ videos, user manuals, and other training collaterals for training of concerned stakeholders. For any training outside Delhi, travel and boarding charges of the trainers will be reimbursed separately.
- 6. A dedicated team shall be deployed by the bidder for handling the following task in relation to the website:
  - i. To have communication with the country's representative for any data/Portal related issue.
  - ii. To look after data updating in portal.
    - a. Operating the portal on daily basis for extraction of reports, excels, MIS generation etc.
  - iii. Maintaining the daily work log.
    - a. Working on portal and Mobile APP, noticing the bugs/ features/ points/ issue and resolving the same, also taking follow up action on point completing status, sending the mails to all stakeholders for forthcoming release or version of portal and Mobile APP.
  - iv. Testing the Portal and APP for readiness and working of feature.
  - v. Acting as a single point of communication between SARI and bidder.
    - a. Check the URL, type, forms, tags and formats of input data of all countries, getting done the necessary changes in portal.
    - vi. Must monitor the web crawling status on daily basis and act accordingly.
      - a. Tools and Technology for Website Development shall be the sole responsibility of the Developer.







## 3.4.5 A5 -Time Period

S. No.	Milestone	Timeline
1.	Letter of Award	T0 (Receipt of LOA)
2.	Submission of Report, Showcase & approval of proposed design	T0 + 60 days
3.	Development and parallel testing of Website & Software Procurement, installation of Server hardware. Beta version of the software & Website shall be ready.	T0+ 180 days
4.	Installation, Configuration & Customization, User Acceptance Testing (UAT) of Software and Website; launch of website	T0+ 225days
5.	Go-Live : Onsite Training of all modules to the concern departments.	T0+270days
6.	Satisfactory Performance of the Portal	After Go-Live 6 Months
7.	Support for the maintenance of the South Asia Energy Knowledge Resource Database (SAEKRD)	For 2 years after Go- Live







# 4. Conditions of Bid

### 4.1 Bid Content

- 1. The bid must contain the following:
  - a) A cover letter to the Bid for the assignment
  - b) A technical bid with a soft copy in a CD
  - c) A financial bid with a soft copy in a CD
- Technical Bid and Financial Bid should be submitted in separate envelopes indicating clearly in the envelopes "Technical Proposal" and "Financial Proposal" Both the sealed envelopes must be sealed in separate envelopes super scripting RFP No. IRADe/SARI/2020-21/01- Request for Proposal for Development of Knowledge

Resource Database – "South Asia Energy Knowledge Resource Database (SAEKRD)" for South Asian Countries.

### 4.1.1 Cover Letter format

Cover letter to the bid should include the following information:

- i. Name, title, telephone, 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 !**.

#### 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 <a href="#">Annex II</a> 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 work on this assignment in the format in **Annex III** 

- 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 <u>Annex IV</u>
- 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

- d. 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.
- e. A detailed list of the activities planned should form a part of the timeline of the proposal.
- f. The technical part of the Bid should not contain any pricing information whatsoever on the services offered. Financial bid is to be submitted in a separate sealed envelope.
- g. 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. Cloud charges should be indicated separately.
- d. 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:
    - Design and development of IT projects preferably in power/energy sector with database/applications residing on clouds storage with adequate and secure communication inter phases and applications working on websites and mobiles.
    - 2. Ability to analyze and interpret the data, to do comparative analysis and development of reports/information system based on such data and MIS preferably in power/energy sector.
    - 3. Design and development of projects related to Information Technology covering wide area network and with all related security aspects,
    - 4. Design and development of relevant database, data analytics, dashboard etc. In power/ energy sector domain.
    - 5. Detailed knowledge and understanding of power and energy sector in South Asian Countries (across the value chain), particularly with respect to data, its sources and ways and means to simulate/substitute the missing links from available minimum basic information.
    - 6. Knowledge and work experience related to power and energy sector regulations, policies, trade etc. in South Asia.
    - 7. Knowledge and work experience in the IT projects related to renewable energy sector preferably in South Asia.
    - 8. Experience of developing power/energy sector projects with time series data and data archival and retrieval features.
    - 9. Experience of developing IT projects having information repository with the provision of data validation and regular data collection, compilation and updates through manual/programmatic efforts and data security.
    - 10. Experience of working in South Asian region in Power/Energy Sector domain.
- 4. Methodology/approach, Staffing Schedule and timeline; Qualification and experience of key personnel proposed to work in this assignment;
- 5. The cloud charges and AMC will be converted to Net Present Value using a discount factor of 5% p.a. The technical and financial scores hall be evaluated as per the following formula to ascertain the ranking of the firm:

{Technical Score x 0.70+ (LP/FP x100) x 0.30}

LP is the lowest quoted price from among the bidders.







6. FP is the quoted price of the bidder whose bid is being evaluated 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	30%
	working on the project) proposed	
d.	Quality of presentation made before Technical Evaluation Committee	25%

- 7. The firms who secure minimum **70%** marks in the technical assessment, the financial bid of only such firms shall be opened.
- 8. IRADe reserves the right to:
  - i. Accept or reject any bid, and to annul the bid process thereby rejecting all bid, at any time prior to the award of contract
  - ii. Cancel or vary the Request for Bid process.
  - iii. Reject any bid that does not adhere to the structure and content requirements as outlined in this Request for Bid.
  - iv. Accept bids for the whole or part of the requirement/assignment
  - v. Initiate negotiations with the bidders to ensure value for money. Request for any additional certifications or clarification on the information submitted in the bids
- 9. IRADe shall not be bound by any verbal advice given or information furnished but shall be bound only by written advice or information.
- 10. The conduct of this Request for Bid shall not be construed in any way as a legally binding agreement between IRADe and another Party or the acceptance of any liability by IRADe.
- 11. A bid will not be considered in a case where the bidder or a representative of the bidder gives or offers anything to an employee or agent of IRADe as an inducement or reward, which could in 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.

### **4.2.7** Bidder Acceptance of Conditions

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

### 4.3 Bid Delivery Instructions

1500 Hrs. 11th May 2020

**Closing Time:** 

Contact Person: Phalguni Dasgupta

**Bid Validity Period:** 90 days

**Delivery Address:** Hard copy and soft copy in CD, of bid to be submitted by Hand

Delivery/Registered Post to: The Program Administrator, SARI/EI Project Secretariat

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

Tel:+91 11 26692714-16

Email address for any

query:

pdasgupta@irade.org







# 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:

# A. Development of the South Asia Energy Knowledge Resource Database (SAEKRD)

S.N	Description	Timeline	Payment percentage
1.	Submission of Report, Showcase & approval of proposed design	T0 + 60 days	20%
2.	Development and parallel testing of Website & Software Procurement, installation of Server hardware. Beta version of the software & Website shall be ready.	T0+ 180 days	20%
3.	Installation, Configuration & Customization, User Acceptance Testing (UAT) of Software and Website; Launch of website	T0+ 225 days	10%
4.	Go-Live: Onsite Training of all modules to the concern departments.	T0+270 days	20%
5.	Satisfactory Performance of the Portal	After Go- Live 6 Months	20%
6.	Satisfactory continued performance of the portal.	After 2 years of Go-Live	10%

# B. Support for the maintenance of the South Asia Energy Knowledge Resource Database (SAEKRD)

SN	Description	Payment	
1.	AMC plus Cloud charges for Year 1	At the end of 1 year from Go Live	AMC plus Cloud charges for Year 1
2.	AMC plus Cloud charges for Year 2	At the end of 2 years from Go Live	AMC plus Cloud charges for Year 2







# 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 Development of Knowledge Resource Database – "South Asia Energy Knowledge Resource Database (SAEKRD)" for 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 anytime 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:	
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: The key team should have a combination of three key persons comprising of a) one Energy /Power Specialist b) one IT experts and c) one Data Science Specialist.
- 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.







# 5.4 Annex IV: Staffing Schedule

SN	Name of the Resource Person	Designation	Activities to be undertaken		No. of Man-days			Total man- days in the assignment				
				M1	M2	M3	M4	M5	M6	Y1	Y2	







### 5.5 Annex V: Financial Bid Format

Dear Sir/Madam,

We hereby declare that the following costs outlined in the Terms of Reference for Development of Knowledge Resource Database – "South Asia Energy Knowledge Resource Database (SAEKRD)" for South Asian Countries. We further declare that these are FIRM (fixed) prices and shall remain unchanged for the entire period of consultancy/assignment.

### A. Development of the South Asia Energy Knowledge Resource Database (SAEKRD)

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

As shown in the table below The Consultant needs to quote separately for the cloud charges and AMC of the SAEKRD for 2 years along with the details of various aspects to be taken care in the AMC including cloud storage for server etc. The charges for cloud storage will be paid as per actual or the limited to the amount quoted below.

# B. Support for the maintenance of the South Asia Energy Knowledge Resource Database (SAEKRD)

Item	Year 1	Taxes/ duties	Amount (INR)	Year 2	Taxes/ duties	Amount (INR)	Total Amount
	Α	В	C (A+B)	D	E	F (D+E)	G (C+F)
Cloud Storage charges							
Annual Maintenance							
charges of the							
database							
Total							

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 o	consultancy contract is made on this day of, 2020 by and between:
resea of op	Integrated Research and Action for Development, a fully autonomous advanced arch institute, a non-governmental, non-profit organisation having principal place peration at C-80, Shivalik, Malviya Nagar, New Delhi – 110017, India (hereinafter red to as the "IRADE");
And	
	e of the organization)having its principal place of operation at
Wher	reas:
1.	The consultant,has submitted its proposal dated against RFP No. IRADe/SARI/2020-21/01 - Development of Knowledge Resource Database – "South Asia Energy Knowledge Resource Database (SAEKRD)" for 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 <b>Appendix 1</b> , 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 <b>Appendix-1</b> , 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 <b>Appendix 2</b> 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/2020-21/01 dated April 16, 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.

# **Payment Schedule:**

# A. Development of the South Asia Energy Knowledge Resource Database (SAEKRD)

S.N	Description	Timeline	Payment percentage
1.	Submission of Report, Showcase & approval of proposed design	T0 + 60 days	20%
2.	Development and parallel testing of Website & Software Procurement, installation of Server hardware.  Beta version of the software & Website shall be ready.	T0+ 180 days	20%
3.	Installation, Configuration & Customization, User Acceptance Testing (UAT) of Software and Website; Launch of website	T0+ 225 days	10%
4.	Go-Live: Onsite Training of all modules to the concern departments.	T0+270 days	20%
5.	Satisfactory Performance of the Portal	After Go-Live 6 Months	20%
6.	Satisfactory continued performance of the portal.	After 2 years of Go-Live	10%

# B. Support for the maintenance of the South Asia Energy Knowledge Resource Database (SAEKRD)

SN	Description	Timeline	Payment
1.	AMC plus Cloud charges for Year 1	At the end of 1 year from Go Live	AMC plus Cloud charges for Year 1
2.	AMC plus Cloud charges for Year 2	At the end of 2 years from Go Live	AMC plus Cloud charges for Year 2







- 7. 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.
- 8. 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.
- 9. The bid submitted by the consultant and all the communication with respect to the RFP No. IRADe/SARI/2020-21/01 between the two parties will be part of this contract.
- The Consultant shall respect Intellectual Property rights and shall ensure that its employees and its Subcontractors, and its party respect Intellectual Property rights
- 11. 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.
- 12. The Consultants will recognize the support of IRADe by including in all publications the following acknowledgement: <u>This work was carried out on behalf of IRADe for its SARI/EI Project, funded by USAID India, New Delhi"</u>
- 13. Survival: All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive the Contract Completion Date.







14. All communication regarding this contract should be addressed to:

Technical Queries: Mr. Rajiv Ratna Panda, Head - Technical, SARI/El.

Email - rajivratnapanda@irade.org

Under intimation to Mr.PankajBatra, Project Director SARI/EI.Emailpbatra@irade.org

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

Email: <a href="mailto:pdasgupta@irade.org">pdasgupta@irade.org</a>

Under intimation to Mr. Pankaj Batra, Project Director SARI/EI.

Email- pbatra@irade.org

15.	In witness the	ereof, this contra	ct is signed on	
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For and on behalf of Integrated Research and Action for Development (IRADe)	For and on behalf of	
Signature:	Signature:	
Designation: Project Director	Designation:	
Designation: 1 Toject 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
ARTICLEII: General Conditions of Agreement

ARTICLEIII: Payment

ARTICLEIV: Duration of Contract
ARTICLEV: Taxes/Duties/Service Tax

ARTICLEVI: Penalty for Late Submission of Deliverables

ARTICLEVII: Termination

ARTICLEVIII: Subcontracting

ARTICLEIX: Indemnification

ARTICLEX: Law and Jurisdiction

ARTICLEXI: Disputes

ARTICLEXII: Funders Terms and Conditions

ARTICLEXIII: 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 been titled 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. 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 anyway assign or transfer his/her obligations under this agreement or any part thereof to anyone, failing which, the contract maybe 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.

### 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 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.

## 5.7.4 ARTICLE IV: Duration of the Contract

 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 with hold 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, 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

- 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 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.

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