



Request for proposal to conduct a study to develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC Region.

RFP No.: IRADe/SARI/2021-22/05

Friday, January 21, 2022



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

Integrated Research and Action for Development (IRADe)

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1. Introduction

RFP No.:	RFP No.: IRADe/SARI/2021-22/05
Issue Date:	21st January 2022
Closing date:	20th February 2022
Assignment:	Request for proposal to conduct a study to develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC Region.
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 **RFP No.: IRADe/SARI/2021-22/05 - Request for proposal to conduct study to develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC Region.** This is an activity funded under the United States Agency for International Development (USAID) for South Asian Regional Initiative for Energy Integration through IRADe.

The 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 20th February 2022 by 1800 Hrs. The last date for submitting pre bid queries is **1st February 2022.** Mail should be sent to pdasgupta@irade.org.

Due to Covid-19 restrictions the bidders are required to submit the Technical and Financial Proposal through email to the Programme Administrator at pdasgupta@irade.org. The Financial Proposal submitted should be password protected and the password to the Financial Proposal **should not be shared** at the time of submission of proposals. At the time of financial bid opening, the bidders will be sent a mail to submit the password for the Financial Proposal submitted on **20th February 2022.**

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 IIA	Technical Format Substantiating Organization's 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

Study to develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC Region.

3.1. Background:

South Asian Regional Initiative for Energy Integration (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/EI program of USAID entered its fourth phase in 2012 and is being continued 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. In its extended phase (2018-2022), SARI/EI is focusing institutionalizing the process of Cross Border Energy Trade (CBET) & on moving the region from bilateral to trilateral and multilateral power trade and establishing the South Asia Regional Energy Market (SAREM). To achieve these outcomes, three 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, 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 the 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.

For initiating and sustaining regional power interconnections and trade in South Asia, providing an enabling regulatory environment is critical. In the Second Meeting of the SAARC Energy Regulators held on February 2016 in Colombo, the members decided to establish the SAARC Council of Experts of Energy Regulators-Electricity (CEERE). Overall, the aim of the CEERE is to provide enabling regulatory environment for materializing SAARC Energy Ring¹, which is basically constructing regional infrastructure interconnecting countries of South Asia, for transport of electricity, through the implementation of SAARC Framework for Energy Cooperation (Electricity). SARI/EI has been providing technical support and assistance to the SAARC Council of Experts of Energy Regulators-Electricity (CEERE) since its inception.

During the Fourth Meeting of SAARC Council of Experts of Energy Regulators (Electricity), held in Maldives on 10-11 June 2019 with the technical and financial assistance of the Asian Development Bank (ADB), it was decided to conduct a study “To develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC region” by South Asia Regional Initiative for Energy Integration (SARI/EI). SARI/EI has been doing a number of activities in the region, with a view to provide actionability and knowledge help in further implementation of the various articles of SAARC Framework Agreement on Energy Cooperation (Electricity)² through various research studies and

¹ SAARC Energy Ring (Electricity, Oil and Gas) was envisioned by SAARC Leaders (SAARC Summit, 2004, Islamabad)

² https://powermin.nic.in/sites/default/files/uploads/SAARC_framework_agreement_for_energy_cooperation_electricity.pdf

analysis³. Article 13 of the SAARC Framework Agreement on Energy Cooperation (Electricity)⁴ talks about “Facilitating Buying and Selling Entities Member States shall enable Buying and Selling Entities to engage in cross-border electricity trading subject to the laws and regulations of the concerned Member States”. The above study to develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC”, will help in this regard. The above study will be undertaken by SARI/EI project Secretariat through in house technical expertise.

3.2. Objective of the study

To develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC region.

3.3. Scope of Work

- 3.3.1. Assess, review⁵, compile and analyze all the relevant existing commercial frameworks related to cross border energy trade in the SAARC region from the perspective of Power Purchase Agreement between the Buying and Selling Entities, with a view to enhance cross border electricity trade in the region.
- 3.3.2. By taking into account the assessment carried out in the assessment of 3.3.1, Identify, and analyze the relevant provisions of Standard Power Purchase Agreement (if available) of each of the South Asian Countries, which can form a part of the PPA template. This exercise will take in account any specific provisions from the perspective of Cross Border Electricity trade (if any) in the region.
- 3.3.3. Review and analyze the international experiences and best practices in Standard Power Purchase Agreement (if available in public domain) in regional power pool /regional power systems and lessons learned and inferences/way forward to be drawn.
- 3.3.4. Based on the assessment of 3.3.1. to 3.3.3. and taking into account overall future prospect of cross border electricity trade in SAARC region, prepare the key features and ingredients of a Standard Power Purchase Agreement for Buying and Selling Entities engaged in energy trade in SAARC Region. Standard Power Purchase Agreement template will be separately customized for coal based plant, gas based plant, hydro plant and renewable plant.
- 3.3.5. Based on the assessment of 3.3.1. to 3.3.4., prepare a comprehensive Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in electricity trade in SAARC Region.

3.4. Deliverables

Deliverable Name	Timeline
Submission of Draft report comprising 3.3.1 to 3.3.3 and presentation of the same before the SARI/EI/IRADe team.	Within 2 months from the date of award of contract
Draft Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC Region, and presentation before the SARI/EI/IRADe team.	Within 3 months from the date of award of contract
Incorporating the all the suggestion/observations of SARI/EI/IRADe and submitting the final Standard Power Purchase Agreement Template for Buying and Selling Entities engaged, and presentation before the SARI/EI/IRADe team..	Within 4 Months from the date of award of contract

³<https://sari-energy.org/wp-content/uploads/2020/08/Deepening-Power-System-Integetation-and-Cross-Border-Electricity-Trade-in-SAARC-Region-Current-Status-and-Future-Outlook-Rajiv-Ratna-PandaTechnical-Head-22-09-2020.pdf>

⁴ https://powermin.nic.in/sites/default/files/uploads/SAARC_framework_agreement_for_energy_cooperation_electricity.pdf

⁵ Review will also include various studies undertaken by SARI/EI and published over the years on Standard PPAs for the South Asian countries and these published studies will also be leveraged appropriately for the purpose of this assignment.

4. Conditions of Bid

4.1. Bid Content

The bid document must contain the following:

1. A cover letter to the Bid for the assignment
2. The soft copy of the Technical Proposal should be named as **“Organisation Name_Technical Proposal_RFP05-22”** and the Financial Proposal should be named as **“Organisation Name – Financial Proposal_RFP05-22”**
3. Both Technical and Financial proposal should be submitted through email to the Programme Administrator at pdasgupta@irade.org.
4. The Financial Proposal submitted should be password protected and the password to the Financial Proposal **should not be shared** at the time of submission of proposals. At the time of financial bid opening the bidders will be sent a mail to submit the password for the Financial Proposal submitted on 20th February 2022.
5. It is mandatory that the bidder’s Bid numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the RFP.

4.1.1. Cover Letter format

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

1. Name of the Contact Person (**Person authorized to represent the Bidder**), Designation, telephone/Mobile Number, and email address
2. DUNS⁶ number of the organization submitting the Proposal.
3. Declaration that the bidder accepts the terms described in the RFP Document and assumes responsibility for any pre-contract costs incurred during the bid and discussion phases.
4. The letter should be signed by a duly authorized representative of the company.
5. A format of the cover letter is placed in [Annex I](#).

4.1.2. Technical Bid form

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

4.1.2.1. Management/Organization Experience

1. This section should provide bidder organizational details to include the year and state/country of incorporation and a brief description of the bidder’s present activities. It should focus on services related to the Bid.
2. The bidder should provide its relevant experience in similar projects in detailed

⁶ Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services to an establishment, is the Contractor Identification Number for Federal contractors. Please refer to: <https://2012-2017.usaid.gov/sites/default/files/documents/1868/302sao.pdf>

manner. To this effect, the bidder should give details of various projects that are successfully completed/being executed by the organization. Please see [Annex II](#) for the format.

3. Detailed project data sheets are required to be provided of the projects mentioned in the relevant experience section as stated above. It should cover the objective of the assignment and the details of activities undertaken by the organization to achieve the objectives of the project in a comprehensive manner.
4. While providing the details of the relevant experience of the organization in the similar projects, the experience based on the organization's involvement, particularly in the following key areas may be highlighted. It is desired from the Organization to mention their experience as per the format placed in [Annex II A](#)
 1. Knowledge of various clauses of Power Purchase Agreement (PPA) between buyer and seller.
 2. Studies/Knowledge of power trade and power markets.
 3. Studies/Knowledge of cross border electricity trade in South Asia, i.e. Bangladesh, Bhutan, India, Nepal.
 4. Studies/Knowledge of policies and regulations on cross border electricity trade in South Asia, i.e. Bangladesh, Bhutan, India, Nepal.
 5. Studies/Knowledge of components of tariff of different types of generating stations – thermal (with fuel as coal, gas, nuclear), hydro power projects, renewables.
 6. Studies/Knowledge of operation of different types of generating stations – thermal (with fuel as coal, gas, nuclear), hydro power projects, renewables.

4.1.2.2. Resource Plan

1. This should fully explain the bidder's resources necessary for the performance of this requirement, particularly the key personnel identified. The key team preferably should include a combination of three key persons comprising of a) B. Tech/B. E. Electrical; b) MBA Power; c) MBA Financial Management with relevant experience mentioned in the areas mentioned in Point No.4 of Section 4.1.2.1. 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 try to limit the curriculum vitae to a maximum of four pages.
2. A staffing schedule should be part of the resource plan section where in the number of days' the personnel will be working on the project should be mentioned. A format of the staffing schedule is placed in [Annex IV](#)
3. If an external advisor/consultant is hired, scanned **Letter of the association** clearly substantiating that the advisor/consultant has agreed to devote the given number of man-days in this particular assignment should be attached.
4. The Qualifications with **specialization** should be mentioned for all personnel working

on the project.

4.1.2.3. Proposed Methodology

1. This section should demonstrate the bidder's responsiveness to the scope of work by identifying the specific components proposed, addressing the specified requirements, point by point; providing a detailed description of the essential performance characteristics; and demonstrating how the proposed methodology meets or exceeds the deliverables mentioned in the ToR.
2. A detailed list of the activities planned should form a part of the timeline of the proposal.

4.1.2.4. Presentation

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

4.1.3. Financial Bid

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

1. It should be a Lump sum fixed cost (quote) of the assignment.
2. Any amount of the nature of taxes, duty, levy, etc. should be mentioned separately and will be paid as per applicable rates as and when due.
3. Confirmation of the payment schedule included as mentioned in Section 4.4.

4.2. Bid Assessment

4.2.1. Bid Assessment Process

1. The bid must comply with the requirements of the Scope of Work (SoW) as mentioned in Section 3.
2. The bidder may be requested to attend a pre bid meeting at his own cost. Only such bidders who have expressed interest or are deemed as prospective bidders shall be invited to the meeting.
3. IRADe will evaluate the technical bids based on various parameters, the most important ones being the following:
 - A. Organizational experience of the firm as detailed under Para 4.1.2.1
 - B. Qualification and experience of key personnel proposed to work in this assignment and staffing schedule as detailed under Para 4.1.2.2 of this document;
 - C. Methodology/approach and timeline as detailed under Para 4.1.2.3 of this document;

4. The conduct of this Request for Bid shall not be construed in any way as a legally binding agreement between IRADe and another Party or the acceptance of any liability by IRADe.
5. A bid will not be considered in a case where the bidder or a representative of the bidder gives or offers anything to an employee or agent of IRADe as an inducement or reward, which could in anyway tend to influence the actions of that employee or agent.

4.2.3. Selection of the Final Bidder

1. IRADe is not bound or required to select the lowest priced bid or any bid.
2. The selection of the bid will not be deemed to be final/binding 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/shortlisted bidder.

4.2.4. Lodgment of Bids

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

4.2.5. Bidder Costs

Bidders are responsible at their own cost for:

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

4.2.6. Confidentiality

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

4.2.7. Request for Information

Any prospective bidder may within a reasonable time, before the closing date request for clarification on any point of clarification in this Request for Bid. The information requested shall be given in writing by IRADe as soon as practicable, and where in the opinion of IRADe

the information could have an effect on other bidders, that information shall be given in writing to all the other bidders. **All pre-bid queries should be submitted within 1st February 2022.** No queries post this shall be answered to.

4.3. Bid Delivery Instructions

Closing Time:	1800 Hrs, 20th February 2022
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	1st February 2022

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:

SN	Deliverable Name	Timeline	Payment %
1.	Submission of Draft report comprising 3.3.1 to 3.3.3 and presentation of the same before the SARI/EI/IRADe team.	Within 2 months from the date of award of contract	40%
2.	Draft Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC Region, and presentation before the SARI/EI/IRADe team.	Within 3 months from the date of award of contract	30%
3.	Incorporating the all the suggestion/observations of SARI/EI/IRADe and submitting the final Standard Power Purchase Agreement Template for Buying and Selling Entities engaged, and presentation before the SARI/EI/IRADe team..	Within 4 Months from the date of award of contract	30%

5. Annexures

5.1. Annex I: Bid Submission Declaration

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting Services for **“RFP No.: IRADe/SARI/2021-22/05 - Request for proposal to conduct a study to develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC Region”** for the sum as may be ascertained in accordance with the financial bid attached here with and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Bid for a period of 90 days from the date fixed for opening of Bids in the Invitation for Bid, and it shall remain binding upon us and may be accepted any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Bid for and on behalf of the Organisation

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

5.2. Annex II: Technical Format for Organizational Experience

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

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

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

(as listed under Para 4.1.2.1.4 (Page 6))

Based on the Organization's experience as stated under Para 4.1.2.1, please substantiate the organization's involvement in the past in each of the key areas as listed below. Please also elaborate that with specific reference to the given scope of work, under the present conditions how such an experience can be of relevance. The below mentioned parameters have been arranged on the basis of priority for the purpose of evaluation for the Assignment.

<p>Key Parameter 1. Knowledge of various clauses of Power Purchase Agreement (PPA) between buyer and seller.</p>
<p>Key Parameter 2. Studies/Knowledge of power trade and power markets.</p>
<p>Key Parameter 3. Studies/Knowledge of cross border electricity trade in South Asia, i.e. Bangladesh, Bhutan, India, Nepal.</p>
<p>Key Parameter 4. Studies/Knowledge of policies and regulations on cross border electricity trade in South Asia, i.e. Bangladesh, Bhutan, India, Nepal.</p>
<p>Key Parameter 5. Studies/Knowledge of components of tariff of different types of generating stations – thermal (with fuel as coal, gas, nuclear), hydro power projects, renewables.</p>
<p>Key Parameter 6. Studies/Knowledge of operation of different types of generating stations – thermal (with fuel as coal, gas, nuclear), hydro power projects, renewables.</p>

5.3. Annex III: Technical Format for Curriculum Vitae

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

- 1) Name of the Personnel
- 2) Nationality
- 3) Professional Area of expertise:
- 4) Academic Qualification (summarize college, university, specialized education etc. with **degree and Specialization and year**)
- 5) Key qualification (training or other qualifications obtained pertinent to this project)
- 6) Details of experience in similar assignments (This should include the Project Name, Project Duration, Project Description, Description of actual services being provided by the personnel)
- 7) In case of personnel's involvement in the past in any of the key areas as listed under Para 4.1.2.1, Point No.4 of this bid document, the same may please be substantiated.
- 8) Position held in the firm
- 9) Number of Years with the firm
- 10) Proposed position in team for this project
- 11) Experience Record (list positions with organizations and nature of duty).
- 12) Language proficiency
- 13) If an external advisor/consultant is hired, scanned Letter of the association clearly substantiating that the advisor/consultant has agreed to devote the given number of man-days in this particular assignment should be attached.

5.5. Annex V: Financial Bid Format

Dear Sir/Madam,

We hereby declare that the following costs outlined in the Terms of Reference for **“RFP No.: IRADe/SARI/2021-22/05 - Request for proposal to conduct study to develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC Region”**. We further declare that these are FIRM (fixed) prices and shall remain unchanged for the entire period of consultancy/assignment.

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

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

Signature:

Name:

Designation

Seal:

5.6. Annex VI: Draft Contract

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

This consultancy contract is made on this ---- day of, 2022 by and between:

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

And

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

Whereas:

1. The consultant, _____ has submitted its proposal dated _____ against **RFP No.: IRADe/SARI/2021-22/05 - Request for proposal to conduct a study to develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC Region.** dated _____. The proposal shall form part of the contract.
2. The Consultant having the requisite expertise, in relation to the tasks referred in Terms of Reference (TOR) as provided in **Appendix 1**, agrees to provide professional services and would work in accordance with IRADe's quality assurance procedures.
3. The contract will be effective from the date of signing of the contract and shall be executed within the timeframe as mentioned in the deliverables of **Appendix- 1**, unless terminated earlier in accordance with the provisions of the contract
4. This contract will be governed by IRADe General Terms & Condition for Consultancy Contract as laid down in **Appendix 2** and by Standard Provisions of USAID for Non US Non-Governmental organizations.

5. Consultancy cost

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

Particulars	Amount (in Rs.)
Consultancy Cost for the scope of work mentioned in the RFP No.: IRADe/SARI/2021-22/05 - Request for proposal to conduct a study to develop a Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC	

Region	
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. 0717USA00138UNS

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:

SN	Deliverable Name	Timeline	Payment %
1.	Submission of Draft report comprising 3.3.1 to 3.3.3 and presentation of the same before the SARI/EI/IRADe team.	Within 2 months from the date of award of contract	40%
2.	Draft Standard Power Purchase Agreement Template for Buying and Selling Entities engaged in energy trade in SAARC Region, and presentation before the SARI/EI/IRADe team.	Within 3 months from the date of award of contract	30%
3.	Incorporating the all the suggestion/observations of SARI/EI/IRADe and submitting the final Standard Power Purchase Agreement Template for Buying and Selling Entities engaged, and presentation before the SARI/EI/IRADe team..	Within 4 Months from the date of award of contract	30%

8. **Duration of Contract:** The estimated time for completion of the activities is **4 months** from the date of signing of this contract and shall be the essence of the contract.

9. At each stage of the work as desired by IRADe, the consultant would be required for interaction and to attend review meetings/make presentations in IRADe/USAID or any other Task Force/Project Steering Committee meetings at a time and place intimated by IRADe.

10. This contract will be governed by IRADe General Terms & Condition for Consultancy Contract as laid down in **Appendix 1** and by Standard Provisions of USAID for Non-US Non-Governmental organizations.

11. The bid submitted by the consultant and all the communication with respect to the RFP No.: IRADe/SARI/2021-22/05 between the two parties will be part of this contract.

12. For all correspondence and materials developed under this RFP No.: IRADe/SARI/2021-22/05, the Consulting Firm/Organization agrees to prepare them in compliance with the South Asia Regional Initiative for Energy Integration (SARI/EI) - Branding Strategy and Marking Plan. (to be shared at the time of contract)
13. The Consultant shall respect Intellectual Property rights and shall ensure that its employees and its Subcontractors, and its party respect Intellectual Property rights
14. Warranties: The Consultant confirms and warrants to the best of its knowledge that:
 - i. It has full legal and financial capacity to enter into contract and be part of the consultancy services
 - ii. The outputs will not violate or infringe any existing intellectual property rights or any other third party rights, nor will the publication of the assignment.
 - iii. It will be either the sole owner of the outputs or has obtained or will obtain the necessary consents to allow IRADe and other publishers to disseminate the outputs as outlined in this contract;
 - iv. There are no claims or legal proceedings pending or threatened, the outcome of which could adversely affect the rights of IRADe on the research work or output of this assignment;
 - v. There are no agreements of any nature in favour of anyone that could interfere with the rights generated out of this assignment and
 - vi. The Project outputs contain nothing that is unlawful, libelous, and defamatory or which would, if published, constitute a breach of contract, privacy or of confidence.
15. The Consultants will recognize the support of IRADe by including in all publications the following acknowledgement: *This work was carried out on behalf of IRADe for its SARI/EI Project, funded by USAID India, New Delhi*
16. Survival: All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive the Contract Completion Date.
17. All communication regarding this contract should be addressed to:
 - a. **Technical Queries:** Ms. Apali Varshney, Senior Research Associate, SARI/EI. Email - avarshney@irade.org
With a copy to Mr. Pankaj Batra, Project Director, SARI/EI. Email- pbatra@irade.org
 - b. **Non-Technical Queries (Contract and invoice related):** 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

18. In witness thereof, this contract is signed on _____

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

For and on behalf of

Signature:

Signature:

Designation:

Designation:

Name:

Name:

Date:

Date:

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

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

ARTICLE I:	Definitions and Interpretations
ARTICLE II:	General Conditions of Agreement
ARTICLE III:	Payment
ARTICLE IV:	Duration of Contract
ARTICLE V:	Taxes/Duties/Service Tax
ARTICLE VI:	Penalty for Late Submission of Deliverables
ARTICLE VII:	Termination
ARTICLE VIII:	Subcontracting
ARTICLE IX:	Indemnification
ARTICLE X:	Law and Jurisdiction
ARTICLE XI:	Disputes
ARTICLE XII:	Funders Terms and Conditions
ARTICLE XIII:	Miscellaneous

ARTICLE I: Definitions and Interpretations

Definitions

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

AGREEMENT means the Agreement between IRADe and _____; CONSULTANT means the party named in the Agreement.

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

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

ARTICLE II: General Conditions of Agreement

1. Both parties hereby declare that they are fully empowered, authorized and competent to execute this agreement.
2. The consultant shall ensure that the services rendered are strictly in accordance with the standard prescribed in terms of the agreement entered in to between IRADe and the consultant.
3. The consultant shall regularly apprise IRADe with respect to the progress of the services rendered and shall carry out such modifications as may be instructed by IRADe from time to time.
4. The consultant shall not be entitled to substitute personnel unless IRADe gives written consent to such substitution. IRADe shall not be liable to meet any costs arising from the replacement of such personnel.
5. Not with standing anything contained in this agreement, the relationship of IRADe and the consultant shall not be construed, as that of employer and employee and staff of

- the consultant shall at no time be considered as employee/s of IRADe.
6. The consultant shall be responsible for all acts of omission and commission of persons engaged by the Consultant whether or not in the course of performing the services and for the health safety and security of such persons and their property.
 7. The terms/conditions/scope of this contract shall not be varied/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.

ARTICLE III: Payment

1. IRADe shall pay to the consultant a fixed price for the services to be provided as per this agreement.
2. Payment will be authorized after completion, delivery, and acceptance by IRADe Technical Representative of all services, and scheduled deliverables stipulated herein. Payment will be made as soon thereafter as the regular course of business will allow based on the submission of the correct invoice. The invoice should be raised to the Programme Administrator (email: pdasgupta@irade.org) along with the approval and acceptance by the SARI-EI Technical Representative.
3. The Consultant shall be paid according to the payment schedule as per this agreement.

ARTICLE IV: Duration of the Contract

1. The agreement is deemed to commence on the date specified earlier. Any delay in the completion of the obligation on the part of the consultant shall entitle IRADe to

terminate the agreement and deduct the amount of the consultant proportionate to the work remaining incomplete. The decision of IRADe in quantifying the amount of such deduction shall be final and binding.

2. Notwithstanding the above, the period of due performance of the obligation of the consultant may be extended by IRADe without deduction of any amount for the Consultant, if the delay is caused due to the lack of finances, delay in instructions, act of God or *Force Majeure*.

ARTICLE V: Taxes/Duties/Service Tax

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

ARTICLE VI: Penalty for Late Submission of Deliverables

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

ARTICLE VII: Termination

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

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

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

the IRADe into disrepute.

Either party shall have the option to terminate the contract if either party fails to perform its obligations under this, and fails to cure any such material breach in performance within thirty (30) days after written notification by the other party thereof.

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

ARTICLE VIII: Subcontracting

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

ARTICLE IX: Indemnification

Each party shall mutually indemnify and hold one another harmless against losses, claims, liabilities, or damages (including costs, reasonable attorney's fees, and amounts actually paid in reasonable settlement thereof) that are sustained as a result of the negligent acts, errors, or omissions of the other party, its employees and agents, or for the improper performance or non-performance relating to activities hereunder.

Indemnification under this paragraph shall be limited to the maximum amount payable under this agreement and any other cost incurred by IRADe on behalf of the consultant under the project for travel, hotel and logistics support except for losses, claims, liabilities or damages sustained in connection with an actual or alleged violation of law applicable to this agreement.

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

ARTICLE X: Law and Jurisdiction

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

ARTICLE XI: Dispute Resolution

1. Either Party is entitled to raise any Dispute including the existence or validity or termination of the Agreement by giving a written notice to the other Party, which shall contain:
 - i. a description of the Dispute;
 - ii. the grounds for such Dispute; **and**
 - iii. all written material in support of its claim.
2. The other Party shall, within 15 days of the issuance of the Dispute notice issued under, furnish:

- i. counter-claim and defenses, if any, regarding the Dispute; and
 - ii. all written material in support of its defenses and counter-claim.
3. Within one month of issuance of notice by any Party pursuant to Article XI.1, the Parties to the Dispute shall meet to settle such Dispute amicably. In the event the Parties fail to resolve the Dispute amicably within the said one-month period, the Dispute shall be sent for arbitration.

4. Arbitration

The Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules made thereunder, in accordance with the process specified below:

- (i) In the event of a Dispute remaining unresolved as referred to in Article XI.1, any party to such Dispute may initiate arbitration by notifying the other Party.
- (ii) The Arbitration tribunal shall consist of 3 (three) arbitrators of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected. In the event of any disagreement between the two arbitrators, the third arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996 and the Rules made thereunder.
- (iii) The place of arbitration shall be New Delhi, India. The language of the arbitration shall be English.
- (iv) The arbitration tribunal's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- (v) The award shall be enforceable in any court having jurisdiction, subject to the applicable Laws.

5. Parties to Perform Obligations

Notwithstanding the existence of any Dispute referred to the arbitral tribunal as provided in Article XI.4, and save as the arbitral tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in Dispute) under this Agreement.

ARTICLE XII: Funders Terms and Conditions

1. **Books, Records, and Accounts:** The consultant shall maintain books, records and accounts sufficient to demonstrate the incurrence, expenditure, and allowability of all costs charged to the agreement. USAID, or any of their duly authorized representatives shall have access to such books, records and accounts as are directly pertinent to the activities funded by the agreement. Consultant agrees that IRADe or USAID, shall have access to any books, documents, papers, and records of the

Consultant that are directly pertinent to the services provided hereunder, for the purpose of making audits, examinations, excerpts, and transcriptions. These records shall be maintained for 3(three) years unless written approval is requested by the consultant and approval by IRADe is given in writing.

2. **Terrorist Financing:** U. S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the consultant to ensure compliance with the Executive Orders and laws.
3. **USAID Standard Provisions:** As the Program of SARI/EI is being funded by USAID, the Standard Provisions of USAID (<https://www.usaid.gov/sites/default/files/documents/1868/305maa.pdf>) will be applicable and binding for this contract.

ARTICLE XIII: Miscellaneous

1. This agreement shall not be modified or varied nor its provisions waived otherwise than in writing duly signed by both the parties hereto.
2. This agreement represents an integrated agreement between the parties hereto and supersedes all prior negotiations representations or agreements either oral or written.
3. The privacy of the contracts in terms of this agreement shall be between IRADe and the consultant. The researchers/specialists/workers or any agency employed by the consultant shall have no privacy of contract whatsoever with the IRADe.
4. The consultant will adhere to IRADe quality process and standards, and management systems while working on this contract, as guided by the Project Director, SARI/EI or person designated by him.
