



## Request for proposal for Study on “Transition of bilateral power trade to trilateral and multilateral power trade in South Asia”

RFP No.: IRADe/SARI/2020-21/02

April 29, 2020



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

Integrated Research and Action for Development (IRADe)

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## Abbreviations

CAGR.....	Compound Annual Growth Rate
CBET .....	Cross Border Electricity Trade
CBTMPT .....	Cross Border Trilateral and Multilateral Power Trade
INR .....	Indian Rupees
IRADe.....	Integrated Research and Action for Development
MRFTMPT .....	Model Regional Framework for Trilateral and Multilateral Power Trade
RFTMPT .....	Regional Framework for Trilateral and Multilateral Power Trade
SAC.....	South Asian Countries
SARI/EI .....	South Asia Regional Initiative for Energy Integration
TFs.....	Task Forces
USAID .....	United States Agency for International Development

## 1. Introduction

<b>RFP No.:</b>	<b>RFP No. - IRADe/SARI/2020-21/02</b>
<b>Issue Date:</b>	<b>29<sup>th</sup> April 2020</b>
<b>Closing date:</b>	<b>22<sup>nd</sup> May 2020</b>
<b>Assignment:</b>	<b>Request for proposal for Study on “Transition of bilateral power trade to trilateral and multilateral power trade in South Asia”</b>
<b>Implementing Agency:</b>	Integrated Research and Action for Development (IRADe)
<b>Funding Agency:</b>	United States Agency for International Development (USAID)

IRADe invites bids from prospective organizations through this **Request for proposal for Study on “Transition of bilateral power trade to trilateral and multilateral power trade in South Asia”**. 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 22<sup>nd</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:

<a href="#">Annex I:</a>	Bid Submission Declaration
<a href="#">Annex II:</a>	Technical Format for Organizational Experience
<a href="#">Annex III:</a>	Technical Format for Personnel Details
<a href="#">Annex IV:</a>	Staffing Schedule
<a href="#">Annex V:</a>	Financial Format for Cost of Assignment
<a href="#">Annex VI:</a>	Draft Contract
<a href="#">Annex VII:</a>	General Terms and Conditions of the Consultant Agreement

It shall be assumed for any bid received by IRADe under this RFP, that the bidder has understood and accepted all terms and conditions and guidelines mentioned in this Bid document.

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

#### Study on “Transition of bilateral power trade to trilateral and multilateral power trade in South Asia”

##### **A. Background**

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

##### **B. Motivation**

South Asian Region has witnessed a growth in regional energy cooperation and Cross Border Electricity Trade (CBET), wherein CBET increased from ~1350 MW in the year 2012 to almost ~3563 MW in 2020. The current CBET figures in the region are as follows: Bhutan and India - ~1800- 1900 MW; India and Bangladesh - ~1160 MW; India and Nepal - ~550 MW. In terms of energy also, the cross-border trade is likely to increase from about 9.3 BU in the year 2014-15 to about 16 BU in the year 2019-20, i.e. a Compound Annual Growth Rate (CAGR) of around 11.4%. The region is also moving towards a more market-based and commercial form of trade. Bangladesh buys around ~750 MW on commercial/market basis from India out of the 1160 MW traded. South Asian Countries (SAC) have so far been successful in undertaking cross border power trade through bilateral form of cooperation. While all of the CBET is currently traded bilaterally, the region is taking concrete steps in moving towards Cross Border Trilateral and

Multilateral Power Trade (CBTMPT). Due to the immense diversity that exists among the South Asian nations, trilateral and multilateral power trade has the potential to accrue more benefits in terms of higher trade volumes, lower installed capacity and optimization of investment cost, lesser reserve capacity due to sharing of reserves, reduced CO2 emission and overall regional cost optimization & economies of scale. India's Guidelines for Import/Export (Cross Border) of Electricity-2018<sup>1</sup> opens up avenues for trilateral trade. Some of the TMPT transactions are likely to be finalized very soon, including a Nepal-India-Bangladesh trilateral trade. Recently, Bangladesh finalized the deal with Upper Karnali hydro project (being developed by M/s GMR) in Nepal to import 500 MW of electricity from Nepal @ 7.72 cents per unit for a period of 25 years<sup>2</sup>.

### **C. Objectives**

Many regions across the globe have experience of transitioning from bilateral to trilateral and multilateral power trade. The proposed study aims to document and analyze the international best practices in Trilateral and Multilateral Power Trade across the Globe to identify learning and inferences for South Asia with the aim of developing a Regional Framework for South Asia. Through this exercise, it is intended to learn from the evolution of bilateral to trilateral and multilateral form of cross border power trade in the different regional grids across the globe as well as the best practices for such trade prevailing in these regions. Based on these learning, as well as taking in to account the conditions prevailing in different countries in the South Asia, a Regional Framework for Trilateral and Multilateral Power Trade (RFTMPT) will be developed for the South Asia Region.

### **D. Scope of work**

The details of the Scope of Work under the proposed study are as follows:

1. Carry out a comprehensive review, analysis and the evolution process of the different models of trilateral and multilateral power trade across the globe, including their detailed case studies. The important regions to be studied and analyzed along with the cases studies and best practices are mentioned below (but not limited to):
  - i. Africa
  - ii. ASEAN /South East Asia
  - iii. Europe
  - iv. South America
  - v. North America.
  - vi. Central Asia
  - vii. Gulf and Arab Region.
2. The above review and analysis will cover all (but not limited to) the following aspects, considering the fact that transition to trilateral and multilateral power trade (all forms of

<sup>1</sup>[https://powermin.nic.in/sites/default/files/uploads/Guidelines\\_for\\_ImportExport\\_Cross%20Border\\_of\\_Electricity\\_2018.pdf](https://powermin.nic.in/sites/default/files/uploads/Guidelines_for_ImportExport_Cross%20Border_of_Electricity_2018.pdf)

<sup>2</sup><https://kathmandupost.com/money/2019/12/20/bangladesh-agrees-to-pay-7-7-cents-per-unit-for-upper-karnali-power>



CBET3) in regional context is complex in nature, particularly in case of the developing countries:

- i. Key drivers and enabling factors towards trilateral and multilateral power trade across different models of Cross Border Trilateral and Multilateral Power Trade (CBTMPT).
- ii. Barriers, key challenges and issues faced, and how these challenges and barriers were mitigated for making the transition to trilateral and multilateral power trade.
- iii. Details of the strategic, policy, regulatory, legal and institutional framework which have been put in place, to enable smooth transition to trilateral and multilateral form of power trade, across different models.
- iv. Details of the technical, commercial and operational framework agreed to for smooth implementation of Cross Border Trilateral and Multilateral Power Trade.
- v. Various instruments /mechanism which were used or put in place to build consensus amongst different parties and how various policy, regulatory, technical and operational issues were reconciled amongst participating countries.
- vi. The philosophy and way forward, towards joint investment and development of cross-border transmission systems for Cross Border Trilateral and Multilateral Power Trade, and what principles and mechanisms were devised towards recovering of the cost of the same.
- vii. How the different key aspects, such as transmission pricing, transmission losses, identification of transmission capabilities and mechanism for open access, wheeling methodology, deviation settlement and congestion management etc., are addressed and settled among participating countries.
- viii. Similarities/commonalities and differences amongst the different models of Cross Border Trilateral and Multilateral Power Trade (CBTMPT) and based on that whether any classification/categorization of different models can be arrived at.
- ix. Details of the benefits due to the trilateral and multilateral power trade under different models and how these are shared amongst the different participating countries.
- x. How the Cross Border Trilateral and Multilateral Power Trade helped in deepening renewable energy grid integration.
- xi. What specific roles were played by regional institutions/institutional mechanisms towards smooth transition to CBTMPT.
- xii. Key common elements, minimum requirements and key ingredients required for CBTMPT across strategic, political, policy, regulatory, legal, technical, commercial and operational levels based on the above analysis from D 2 (i) to D 2 (xi).

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<sup>3</sup> All forms of Cross Border Electricity Trade (CBET) shall include long term, medium term and short term trilateral and multilateral power trade through a) government to Government b) licensed or deemed licensed power/electricity traders c) between nodal agencies who are mandated for doing the cross border power trade d) market intermediaries e) from the power market f) directly between the buyer & seller and f) through common trading platforms such as power exchanges, etc.



3. Based on the review and analysis conducted in respect of D.(1) and D.(2) of the different models of Cross Border Trilateral and Multilateral Power Trade (CBTMPT), come out with a detailed summary report and key inference/lessons that can be drawn for South Asia, for making transition from bilateral to trilateral and multilateral cross border power trade.
4. Taking into account the findings of D(3), analyze all the existing relevant strategic, policy, regulatory, legal, technical, commercial and operational framework<sup>4</sup> and preparedness of each South Asian country from the perspective of transition towards Cross Border Trilateral and Multilateral Power Trade in the South Asian region. The analysis will also determine the extent to which existing strategic, policy, regulatory, legal, technical, commercial and operational framework shall facilitate or impede the implementation of CBTMPT in the South Asian Region. The analysis will also cover the potential and long-term prospects and benefits of CBTMPT in the South Asian Region.
5. Considering that the South Asian Countries are at different stages of power sector reforms, regulatory evolution and power market structure, carry out a SWOT and Gap analysis of each South Asian country across strategic, policy, regulatory, legal, technical, commercial and operational framework for transitioning in to CBTMPT.
6. Based on the review and analysis conducted in D (1) to D (5) and taking into account the evolving scenario in South Asia, prepare a detailed interim report, covering all aspects and seek the inputs on the same from the stakeholders.
7. Taking into account the review and analysis D (1) to D (6) and inputs from the stakeholders come up with a draft Model Regional Framework for Trilateral and Multilateral Power Trade (MRFTMPT) in the South Asia Region. The MRFTMPT should also include proposed trade options/models for Trilateral and Multilateral Power Trade in the South Asian Region.
8. Present the key findings of the study covering from D (1) to D (7) in the “South Asia Regional Workshop on Strategy for Transition to Trilateral and Multilateral Power Trade” and provide technical assistance in organizing the above Workshop. In addition to the regional workshop, stakeholder consultation meetings with the concerned stakeholders in one or more South Asian countries in addition to India, may also require to be held. For all meetings/workshops outside India, SARI/E/EI/IRADe will bear the logistic cost i.e. international travel and stay charges of the consultant (one member). Monthly meetings are proposed to be held with the consultant at the SARI/EI Project Secretariat. However, any logistic cost for meetings at SARI/EI Project Secretariat, as well as the meetings of the consultant within India with stakeholders, will be borne by the Consultant.

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<sup>4</sup> All the relevant strategic, policy, regulatory, legal, technical, commercial and operational framework will be analyzed with a particular focus on specific regulation/guidelines/features/sections of regulation/frameworks related to Cross Border Trade of Electricity if any. In case country do not have specific regulation/framework /guidelines related to Cross Border Trade of Electricity, the existing regulation/framework /guidelines from the perspective will be required to be critically analyzed and reviewed holistically

9. Based on the inputs received from the stakeholder consultation meetings and from the South Asia Regional Workshop on Strategy for Transition to Trilateral and Multilateral Power Trade, prepare the final Model Regional Framework for Trilateral and Multilateral Power Trade (MRFTMPT) for South Asian nations, along with the suggested minimum set of strategic, policy, regulatory, legal, technical, commercial and operational changes required, vis-a-vis its provisions/sections relating to CBET in laws/regulations/rules/standards prevailing in each of the South Asian nations.
10. Suggest a roadmap (regional and country wise) and action plan for implementation of above suggested Model Regional Framework for Trilateral and Multilateral Power Trade and finalize the consolidated Report, covering all the analysis from D(1) to D (9), after taking the inputs and incorporating the suggestions/comments made by the SARI/EI/IRADe and USAID.

## **E. Deliverables**

- a) Submission of inception report covering detailed methodology, approach, analytical framework, and steps for the entire assignment (Within 20 days from the date of sign of contract)
- b) Submission of detailed summary report and key inference/lessons that can be drawn for South Asia for making transition from bilateral to trilateral and multilateral cross border power trade as per the D (3).(Within 60 days from the date of sign of contract)
- c) Based on the review and analysis conducted in D (1) to D (5), prepare a detailed interim report covering all aspects and submission of the same as per D (6).(Within 100 days from the date of sign of contract)
- d) Submission of draft Model Regional Framework for Trilateral and Multilateral Power Trade (MRFTMPT) in the South Asia Region as per D (7). (Within 150 days from the date of sign of contract)
- e) Submission of the final Model Regional Framework for Trilateral and Multilateral Power Trade (MRFTMPT) for South Asian Region, along with the suggested minimum set of strategic, policy, regulatory, legal, technical, commercial and operational changes required vis-a-vis its provisions/sections relating to CBET laws/regulations/rules/standards of each South Asian nation as per D (9)(Within 210 days from the date of sign of contract)
- f) Submission of final consolidated report as per D (10). (Within 240 days from the date of sign of contract)

## **F. Timeline**

Eight months from the date of award of contract.

## 4. Conditions of Bid

### 4.1 Bid Content

1. The bid must contain the following:
  - a) A cover letter to the Bid for the assignment
  - b) A technical bid with a soft copy in a CD
  - c) A financial bid with a soft copy in a CD
2. 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/2020-21/02- Request for proposal for Study on “Transition of bilateral power trade to trilateral and multilateral power trade in South Asia.**

#### 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 I](#).

#### 4.1.2 Technical Bid form

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

##### 1. Management/Organization Experience

- a. This section should provide bidder organizational details to include the year and state/country of incorporation and a brief description of the bidder’s present activities. It should focus on services related to the Bid.
- b. The bidder should provide its Experience in similar projects. Further, in this section the bidder should give details of various projects that are successfully completed/being executed by the organization. Please see [Annex II](#) for the format.
- c. Detailed project data sheets should be provided of the projects mentioned in the experience section. It should cover the objective of the assignment and the activities undertaken by the organization to achieve the objectives of the project.

#### 4.1.3 Resource Plan

- a. This should fully explain the bidder’s resources in terms of personnel and facilities necessary for the performance of this requirement, including key personnel identified. The bidder should submit the curriculum vitae of the key personnel who will 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 [Annex IV](#)
- c. If an external advisor/consultant is hired, scanned Letter of the association clearly substantiating that the advisor/consultant has agreed to devote the given number of man-days in this particular assignment should be attached.
- d. The Qualifications with **specialization** should be mentioned for all personnel working on the project.

#### 4.1.4 Proposed Methodology

- 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. 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:
- i. Integration of Cross-Country Regional Power System (CCRPS) in the form of Trilateral /Multilateral Trade Projects/ Initiatives (TMTPI)
  - ii. Working with relevant Nodal Institution of Cross-Country Regional Power Pool/Power Market involving TMTPI in Africa, ASEAN /South East Asia, Europe, South America, North America, Central Asia and Gulf and Arab Region.
  - iii. Designing and implementing technical, commercial (including design of contracts) and operational framework of Cross Border Trilateral and Multilateral Power Trade (CBTMPT).
  - iv. Deep insight, understanding and hands-on experience of working on strategic, policy, regulatory, legal, commercial and institutional aspects associated with successful transition to CBTMPT and direct & substantial experience of advising policymakers, regulators, Cross Country Regional Power Pool/Power Market Institutions (both governing and enabling institutions) in designing and developing a framework of CBTMPT.
  - v. Hands-on work experience on transmission pricing, transmission losses, identification of transmission capabilities, mechanism for open access, wheeling methodology, deviation settlement, and congestion management etc. in respect of CCRPS and CBTMPT.
  - vi. Significant experience in designing and development of Cross Border Regional Power Market (CBRPM) structure, market products, mechanism and operational aspects of CBRPM.
  - vii. Expertise in general in policy, legal, technical and operational aspects of power system Integration, market development and power trade.
  - viii. Expertise in general in power system regulations, grid discipline, grid codes, power system standards and grid management.
  - ix. Expertise in general in power system operation, transmission system development and planning.
  - x. Experience of working in South Asian region in Power/Energy Sector domain such as the substantial experience of stages of power sector market reforms, regulatory evolution, and power market structure; policy, regulatory, legal, technical, commercial and operational framework of each South Asian Countries etc. from the perspective of Cross Border Electricity Trade.
- B. Methodology/approach, Staffing Schedule and timeline; Qualification and experience of key personnel proposed to work in this assignment;
4. The technical and financial scores shall be evaluated as per the following formula to ascertain the ranking of the firm:

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

LP is the lowest quoted price from among the bidders.

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

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

a. The Organisation’s relevant experience for the assignment	25%
b. Understanding of the issues and approach to be followed	10%
c. The qualifications and experience of the key staff (who would actually be working on the project) proposed	40%
d. Quality of presentation made before Technical Evaluation Committee	25%

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

#### 4.2.2 Acceptance of Bids

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

#### 4.2.3 Lodgment of Bids

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

#### 4.2.4 Bidder Costs

Bidders are responsible at their own cost for:

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

#### 4.2.5 Confidentiality

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

#### 4.2.6 Request for Information

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

#### 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

**Closing Time:** 1500 Hrs. 22<sup>nd</sup> May 2020

**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](mailto: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:

S.N	Description	Timeline	Payment percentage
1.	Submission of inception report covering detailed methodology, approach, analytical framework, and steps for the entire assignment	Within 20 days from the date of signing the contract	15%
2.	Submission of detailed summary report and key inference/lessons that can be drawn for South Asia for making transition from bilateral to trilateral and multilateral cross border power trade as per the D (3).	Within 60 days from the date of signing the contract	20%
3.	Based on the review and analysis conducted in D (1) to D (5), prepare a detailed interim report covering all aspects and submission of the same as per D (6)	Within 100 days from the date of signing the contract	15%
4.	Submission of draft Model Regional Framework for Trilateral and Multilateral Power Trade (MRFTMPT) in the South Asia Region as per D (7).	Within 150 days from the date of signing the contract	15%
5.	Submission of the final Model Regional Framework for Trilateral and Multilateral Power Trade (MRFTMPT) for South Asian Region, along with the suggested minimum set of strategic, policy, regulatory, legal, technical, commercial and operational changes required vis-a-vis it's provisions/sections relating to CBET laws/regulations/rules/standards of each South Asian nation as per D (9)	Within 210 days from the date of signing the contract	15%
6.	Submission of final consolidated report as per D (10).	Within 240 days from the date of signing the contract	20%

## 5. Annexure

### 5.1 Annex I: Bid Submission Declaration

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting Services for **Study on “Transition of bilateral power trade to trilateral and multilateral power trade in South Asia”** 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
- 4) Academic Qualification (summarize college, university, specialized education etc. with **degree and Specialization and year**)
- 5) Key qualification (training or other qualifications obtained pertinent to this project)
- 6) Details of experience in similar assignments:
- 7) Position held in the firm
- 8) Number of Years with the firm
- 9) Proposed position in team for this project
- 10) Experience Record (list positions with organizations and nature of duty).
- 11) Language proficiency
- 12) If an external advisor/consultant is hired, scanned **Letter of the association** clearly substantiating that the advisor/consultant has agreed to devote the given number of man-days in this particular assignment should be attached.



## 5.5 Annex V: Financial Bid Format

Dear Sir/Madam,

We hereby declare that the following costs outlined in the Terms of Reference for **Study on “Transition of bilateral power trade to trilateral and multilateral power trade in South Asia.** We further declare that these are FIRM (fixed) prices and shall remain unchanged for the entire period of consultancy/assignment.

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

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

Signature:

Name:

Designation

Seal:

## 5.6 Annex VI: Draft Contract

This consultancy contract is made on this ---- day of ....., 2020 by and between:

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

And

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

Whereas:

1. The consultant, \_\_\_\_\_ has submitted its proposal dated \_\_\_\_\_ against **RFP No. IRADe/SARI/2020-21/02 - Study on “Transition of bilateral power trade to trilateral and multilateral power trade in South Asia”** dated \_\_\_\_\_. The proposal shall form part of the contract.
2. The Consultant having the requisite expertise, in relation to the tasks referred in Terms of Reference (TOR) as provided in **Appendix 1**, agrees to provide professional services and would work in accordance with IRADe's quality assurance procedures.
3. The contract will be effective from the date of signing of the contract and shall be executed within the timeframe as mentioned in the deliverables of **Appendix- 1**, unless terminated earlier in accordance with the provisions of the contract
4. This contract will be governed by IRADe General Terms & Condition for Consultancy Contract as laid down in **Appendix 2** and by Standard Provisions of USAID for Non US Non-Governmental organizations.

### 5. Consultancy cost

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

Particulars	Amount (in Rs.)
Consultancy Cost for the scope of work mentioned in the RFP No. - IRADe/SARI/2020-21/02 dated April 29, 2020	
Taxes and duties	
<b>Total Cost</b>	

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

**7. Payment Schedule:**

S.N	Description	Timeline	Payment percentage
1.	Submission of inception report covering detailed methodology, approach, analytical framework, and steps for the entire assignment	Within 20 days from the date of signing the contract	15%
2.	Submission of detailed summary report and key inference/lessons that can be drawn for South Asia for making transition from bilateral to trilateral and multilateral cross border power trade as per the D (3).	Within 60 days from the date of signing the contract	20%
3.	Based on the review and analysis conducted in D (1) to D (5), prepare a detailed interim report covering all aspects and submission of the same as per D (6)	Within 100 days from the date of signing the contract	15%
4.	Submission of draft Model Regional Framework for Trilateral and Multilateral Power Trade (MRFTMPT) in the South Asia Region as per D (7).	Within 150 days from the date of signing the contract	15%
5.	Submission of the final Model Regional Framework for Trilateral and Multilateral Power Trade (MRFTMPT) for South Asian Region, along with the suggested minimum set of strategic, policy, regulatory, legal, technical, commercial and operational changes required vis-a-vis it's provisions/sections relating to CBET laws/regulations/ rules/ standards of each South Asian nation as per D (9)	Within 210 days from the date of signing the contract	15%
6.	Submission of final consolidated report as per D (10).	Within 240 days from the date of signing the contract	20%

8. **Duration of Contract:** The estimated time for completion of the activities is **8 months** from the date of signing of this contract and shall be the essence of the contract.
9. At each stage of the work as desired by IRADe, the consultant would be required for interaction and to attend review meetings/make presentations in IRADe/USAID or any other Task Force/Project Steering Committee meetings at a time and place intimated by IRADe.
10. The bid submitted by the consultant and all the communication with respect to the **RFP No. - IRADe/SARI/2020-21/02** between the two parties will be part of this contract.
11. The Consultant shall respect Intellectual Property rights and shall ensure that its employees and its

Subcontractors, and its party respect Intellectual Property rights

12. **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 deliverables will not violate or infringe any existing third party intellectual property rights.
  - It will obtain necessary consent from third parties (wherever required) whose information/data may be included in the deliverables by the Consultant to allow IRADe to disseminate it as part of the deliverables as outlined in this contract;
13. **Survival:** All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive the Contract Completion Date.
14. The Consultant will recognize the support of IRADe by including in all deliverables the following acknowledgement: *This work was carried out on behalf of IRADe for its SARI/EI Project, funded by USAID India, New Delhi*
15. All communication regarding this contract should be addressed to:
- Technical Queries:** Mr. Rajiv Ratna Panda, Head - Technical, SARI/EI. Email - [rajivratnapanda@irade.org](mailto:rajivratnapanda@irade.org)  
With a copy to Mr.Pankaj Batra, Project Director SARI/EI.  
Email- [pbatra@irade.org](mailto:pbatra@irade.org)
- Non-Technical Queries:** Ms. Phalguni Dasgupta, Programme Administrator, SARI-EI.  
Email: [pdasgupta@irade.org](mailto:pdasgupta@irade.org)  
With a copy to Mr.Pankaj Batra, Project Director SARI/EI.  
Email- [pbatra@irade.org](mailto:pbatra@irade.org)
16. 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:**

**Designation:**

**Name:**

**Date:**

\_\_\_\_\_  
**Signature:**

**Designation:**

**Name:**

**Date:**

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

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

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

### 5.7.1 ARTICLE I: Definitions and Interpretations

Definitions

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

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

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

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

### 5.7.2 ARTICLE II: General Conditions of Agreement

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

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

1. The agreement is deemed to commence on the date specified earlier. Any delay in the completion of the obligation on the part of the consultant shall entitle IRADe to terminate the agreement and deduct the amount of the consultant proportionate to the work remaining incomplete. The decision of IRADe in quantifying the amount of such deduction shall be final and binding.
2. Notwithstanding the above, the period of due performance of the obligation of the

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

#### 5.7.5 ARTICLE V: Taxes/Duties/Service Tax

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

#### 5.7.6 ARTICLE VI: Penalty for Late Submission of Deliverables

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

1. Either Party is entitled to raise any Dispute including the existence or validity or termination of the Agreement by giving a written notice to the other Party, which shall contain:
  - i. a description of the Dispute;
  - ii. the grounds for such Dispute; **and**
  - iii. all written material in support of its claim.
2. The other Party shall, within 15 days of the issuance of the Dispute notice issued under, furnish:
  - i. counter-claim and defenses, if any, regarding the Dispute; and
  - ii. all written material in support of its defenses and counter-claim.
3. Within one month of issuance of notice by any Party pursuant to Article XI.1, the Parties to the Dispute shall meet to settle such Dispute amicably. In the event the Parties fail to resolve the Dispute amicably within the said one-month period, the Dispute shall be sent for arbitration.
4. **Arbitration**  
The Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules made thereunder, in accordance with the process specified below:

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

## 5. Parties to Perform Obligations

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

### 5.7.12 ARTICLE XII: Funders Terms and Conditions

1. **Books, Records, and Accounts:** The consultant shall maintain books, records and accounts sufficient to demonstrate the incurrence, expenditure, and allowability of all costs charged to the agreement. USAID, or any of their duly authorized representatives shall have access to such books, records and accounts as are directly pertinent to the activities funded by the agreement. Consultant agrees that IRADe or USAID, shall have access to any books, documents, papers, and records of the Consultant that are directly pertinent to the services provided hereunder, for the purpose of making audits, examinations, excerpts, and transcriptions. These records shall be maintained for 3(three) years unless written approval is requested by the consultant and approval by IRADe is given in writing.
2. **Terrorist Financing:** U. S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the consultant to ensure compliance with the Executive Orders and laws.
3. **USAID Standard Provisions:** As the Program of SARI/EI is being funded by USAID, the Standard Provisions of USAID 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.

\*\*\*\*\*