



Request for Proposal

RFP No: SARI/EI-2016-08

Pilot Market project - Mock Exercise for South Asian Regional Power Exchange (SARPEX) and other associated activities



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



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REQUEST FOR PROPOSAL (RFP)

RFP No.: SARI/EI-2016-08

Issue Date: 13th May, 2016

Closing date of RFP: 10th June, 2016

Assignment: Request for proposal for establishing and running of the **Pilot market -Mock Exercise for South Asian Regional Power Exchange for the South Asian Region (SARPEX) and other associated activities.**

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

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

IRADe is inviting prospective organizations through this Request for Proposal (RFP) to submit their proposal for establishing and running of the Pilot market - Mock Exercise for South Asian Regional Power Exchange for the South Asian Region) and other associated activities. This is an activity funded under the United States Agency for International Development (USAID) for South Asian Regional Initiative for Energy Integration through IRADe.

The following documents include: instructions for bidders; the Scope of Work (SoW) for the assignment; and information on proposal/bid particulars, including technical and financial selection criteria, and the copy of the contract.

Proposals/Bids are due on **10th June, 2016 by 1400 hrs.** Please send your proposal in hard copy to the following address:

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

REQUEST FOR PROPOSALS - INSTRUCTIONS FOR BIDDERS

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

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

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

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

Pilot market project (Mock Exercise for SARPEX)

Introduction - A pilot regional power exchange has to be developed and run under the SARI/EI program. The pilot market will run as a mock exercise for SARPEX (South Asian Regional Power exchange) for the South Asian Region. The main objective of this exercise is to explore the feasibility of a Regional Power Exchange in the South Asia, develop the draft market rules and design for the regional market as well as build the capacity of the participating nations in working on an exchange platform.

Bidder Requirements:

A. Essential attributes required from the bidder: -

- 1) Adequate manpower and infrastructure for setting up and running of the pilot market as a day ahead spot market
- 2) Required software for the above should be available with the bidder or the bidder must have the ability to build the same.
- 3) Requisite proficiency in ensuring proper capacity building as detailed in the scope of work.

B. Desirable attributes required from the bidder: -

- 1) Overall knowledge of the South Asian Regional Power Market.
- 2) Knowledge of other cross border power exchanges.

Explanatory notes: -

The pilot market will be run only as a day ahead market. Participants from other South Asian Countries (SACs) except India will participate in the bidding as in case of any power exchange. The bids from the participants from India shall have to be ascertained based on the data available in public domain or bids available with the power exchanges of India. The bidder needs to elaborate in the proposal, the manner in which they propose to address this issue. The impact of transmission constraints in cross border lines as well as in the countries own national grid shall not be considered in clearing and only the Unconstrained Market Price (UMP) and Unconstrained Market Volume (UMV) shall be discovered.

Mode of operation of the Pilot market - The market shall be run in the “Residual Mode “or “Unified Mode” as detailed below. The bidder may also propose to run the market in both the modes.

Residual mode - The pilot market shall be run so that the Indian domestic exchanges are not in any manner influenced by the operation of the pilot market. It is envisaged that the actual Regional Market which may be based on the pilot market operation will be independent of the operation of the domestic market. In this case, countries other than India shall bid directly on the pilot exchange platform. These bids shall be cleared against the Indian bid as explained above.

Unified mode - In this case, all the bids of the Indian participants and from the other countries shall be cleared simultaneously. The rest of the process shall remain unaltered.

Participants in the pilot market - Nepal, Bhutan, Bangladesh and India shall be the participants in the pilot market. The process of securing bids shall be as mentioned above.

Setting up of a core team - IRADe shall take necessary action for setting up of at least four-member core team headed by a nodal officer in all participating SACs except India. The core team will be responsible for all activities related to the pilot market including bidding.

Process and Duration of running of the pilot market - The pilot market must come up with the results based on at least one year of operation. A brief of the process is mentioned below. The bidder is encouraged to think innovatively and suggest alternatives in their proposal. The bidder will also be required to propose detailed process of running of the pilot market in their proposal.

- a. The pilot market shall cover a period of one year from 1st April '15 to 31st Mar'16.
- b. The pilot market shall be run as a day ahead spot market.
- c. Based on factors like season, weekdays, weekends etc. sixty representative days shall be selected for the purpose of bidding covering the entire year. These bids shall be matched and the results generated. These results shall be extended to cover the rest of the days in the year for all countries. Thus, the result for the entire duration of a year shall be available at the end of this exercise.
- d. For countries other than India, the bidder will coordinate with the core team for all activities related to the pilot market including bidding. India bids shall be sourced as mentioned in the "Explanatory note"
- e. These bids can then be processed in order to generate the results as done in case of Day Ahead Product in a power exchange.

Scope of work and deliverables - The following activities are to be performed and the required deliverables for this task are mentioned below. The scope suggests a certain methodology but this is not mandatory. The bidder is encouraged to think innovatively and propose a different methodology which they deem to be better for achieving the required deliverables. The activities and deliverables are as mentioned below:-

- 1) **Deliverable: 1 - Preparation of basic market rules and design of the pilot market** - The market rules and design of the pilot market shall be developed considering that the Day ahead spot market will be run in the mock exercise. This may require addition of new areas for the other nations of the South Asian Region. The same shall be finalized in consultation with IRADe/ USAID.

TIMELINE - Deliverable 1 to be completed within eight weeks from the date of award of the contract.

- 2) **Deliverable: 2 Capacity building of a core teams from each participating Nation** - A core team headed by a nodal officer from the three selected countries namely Bhutan, Bangladesh and Nepal will be involved in all activities of the pilot market. The bidder is expected to conduct hands-on training for the nodal officer and the core team. The training provided under this exercise is expected to build the capacity of the participants and ensure that they have the necessary skills required for bidding in a pilot market.

Deliverable 2 a: An initial training shall be conducted after the completion of deliverable 1 and shall be held in India. This training will cover all aspects of the

pilot market such as, the market rules and design, decision making guidance regarding bidding, the process of bid submission, requirement of data for running of the pilot market, etc. The requisite training material and training software has to be prepared by the bidder. The preparation for the training is expected to take about three weeks and can be done in parallel with deliverable (1) mentioned above.

TIMELINE - Deliverable 2(a) to be completed between eight to ten weeks of award of contract.

Deliverable - 2b- An additional training session shall be held after the requisite information has been collected by the core team. This will be held during the operation of the pilot market (as mentioned in point no 6 below). In this session the nodal officer and one additional person shall be given hands on training in bidding using the information collected for this purpose. This training also shall be held in India.

TIMELINE: This activity shall be completed after stakeholder consultation.

- 3) **Setting up of the infrastructure, software, processes etc. required for running of the pilot market.** This activity will be run partly in parallel with the activities mentioned above and is expected to be completed after about two weeks of the training mentioned in Deliverable 2 (a).
- 4) **Selection of 60 days for which bidding is to be done** - The bidder will select 60 days out of the total period for one year for which the bids shall be placed by the core team/ nodal officer. These 60 days will be selected by considering different factors like seasons, weekdays, weekends etc. so as to cover all type of variations in demand and in generation in the different nations. This activity should be completed in two weeks after completion of deliverable 2a.
- 5) **Consultation with stake holders-** For every country, a two days meeting with relevant stakeholders shall be held. This is required in order to generate interest of all stakeholders in the project and to ensure that the core team get the necessary support. This process will start immediately after the previous activity is over and should take about two weeks' time.

TIMELINE - Activity 3, 4 and 5 to be completed within six weeks from the date of date of completion of deliverable 2(a). Subsequently two weeks are allotted for completion of deliverable 2(b).

- 6) **Running of the pilot market** - Actual bidding by the nodal officer/ nominated person for the selected 60 days. The bidder shall be responsible for coordinating with the core team to ensure proper bidding. The bids received shall be cross checked and in case any correction is required, the same shall be carried out in consultation with the respective nodal officer. This activity should take about four weeks after the setting up of the required infrastructure etc. for the pilot market.

The pilot market shall be run for the selected 60 days using the bids of the various nations (Nepal, Bhutan and Bangladesh) and the assessed bids for these days representation India. Based on the result of these 60 days, the result for the entire period of one year shall be estimated/ extrapolated.

TIMELINE - Activity 6 to be completed within five weeks after completion of deliverable 2(b).

- 7) **Deliverable - 3 - Preparation and submission of the draft report.** The pilot market results shall be compiled and analysed. The draft reports to be submitted covering the following: -
- a. A draft report based on the analysis of the pilot market data to ascertain the desirability and the feasibility of a South Asian Regional Power Exchange (SARPEX). This will include a report for each nation detailing the nation specific data like volumes, prices, energy sold, and energy bought, etc. The report shall bring out the benefit that each nation is likely to reap in case SARPEX is established in addition to the regional benefit.
 - b. A report comparing the unified and residual modes results and implication in case the market is run in both modes.
 - c. First draft of market rules and design for the South Asian Regional Power Exchange (SARPEX).
 - d. Report on the capacity building activities undertaken as part of the mock exercise along with all training materials

TIMELINE - Deliverable 3 to be completed within six weeks after completion of activity no 6.

Draft report shall be reviewed by IRADe, USAID, Task Force members etc. for their suggestions and feedback.

- 8) **Deliverable - 4 - Preparation and submission of the Final report.** Based on the feedback/suggestions received, final report to be submitted

TIMELINE - Deliverable 4 to be completed within four weeks after the review of draft report.

Period of the assignment - The total estimated time for the completion of the project is about eight months as per the break up mentioned in the deliverable part.

The bidder may note the following: -

- 1) The bidder must ensure that they have the required authority for using the software used for running the pilot market.
- 2) The bidder must ensure that they have the required authority for using the data/information used in running of the mock exercise.
- 3) The bidder shall quantify the transmission losses and charges applicable to the various transactions through the pilot market. The quantification shall be fully justified.
- 4) The travel and stay arrangements of the core team for attending the training shall be arranged by IRADe. Bidder shall be responsible for all other activities related to the training including arranging a suitable venue, training material etc. No separate payment shall be made for the same.
- 5) For visits to the various nations (Nepal, Bangladesh and Bhutan), the expenses incurred in travel stay etc. for the IRADe team member and one member of the consultant team shall be paid by IRADe in addition to the quoted price.

- 6) The bidder shall submit report on the progress on the work on a monthly basis. The bidder may be requested to visit IRADe office for discussions related to the project at his cost.
- 7) The bidder is encouraged to propose any additional output/report etc. that can be generated based on the pilot market activity.

1. Proposal Content

The proposal/bid must contain the following:

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

Technical Proposal and Financial Proposal should be submitted in separate envelopes indicating clearly in the envelopes “Technical Proposal” and “Financial Proposal.” Both the sealed envelopes must be sealed in separate envelope superscripting **RFP No. SARI/EI- 2016-08**

1.1 Cover Letter format

Cover letter to the proposal should contain the following information:

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

1.2 Technical Proposal form

The bidder must have the essential attributes as mentioned in Annexure- 1. This has to be clearly brought out in the proposal. The desirable attributes as mentioned in Annexure - 1 must be mentioned if possessed by the bidder. The bidder shall structure the operational and technical part of its Proposal as follows:

(a) Management/Organization Experience

This section should provide organization orientation to include the year and state/country of incorporation and a brief description of the bidder’s present activities. It should focus on services related to the Proposal.

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

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

(b) Resource plan

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

(c) Proposed methodology

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

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

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

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

It is mandatory that the bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the RFP.

1.3 Financial Proposal

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

- The Lump sum fixed cost (quote) of the assignment
- Any amount of the nature of taxes, duty, levy, etc. should be mentioned separately and will be paid as per applicable rates as and when due.
- Confirmation of the payment schedule included (Annexure IV)

2. Proposal Assessment

2.1 Proposal Assessment Process

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

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

The bidder may be requested to attend a pre bid meeting at his own cost. Only such bidders who have expressed interest or are deemed as prospective bidders shall be invited to the meeting.

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

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

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

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

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

LP is the lowest quoted price from among the bidders

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

2.5 IRADe reserves the right to:

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

2.6 IRADe shall not be bound by any oral advice given or information furnished, but shall be bound only by written advice or information.

2.7 The conduct of this Request for Proposal shall not be construed in any way as a legally-binding agreement between IRADe and another Party or the acceptance of any liability by IRADe.

2.8 A proposal will not be considered in a case where the bidder or a representative of the bidder gives or offers anything to an employee or agent of IRADe as an inducement or reward, which could in any way tend to influence the actions of that employee or agent.

3. Acceptance of Proposals

3.1 IRADe is not bound or required to accept the lowest priced proposal or any proposal.

3.2 A proposal will not be deemed to be accepted unless and until such time as a formal contract is negotiated and executed by both IRADe and the successful bidder.

3.3 IRADe reserves the right to enter into negotiation with any other bidder if contract negotiations cannot be concluded with the preferred bidder.

4. Lodgement of Proposals

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

5. Bidder Costs

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

6. Confidentiality

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

7. Request for Information

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

8. Bidder Acceptance of Conditions

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

ANNEXURE III: PROPOSAL DELIVERY INSTRUCTIONS

1. **Closing Time:** 1400 hrs, 10th June, 2016
2. **Contact Person:** Rohit Magotra
3. **Proposal Validity Period:** 60 days
4. **Format:** Hard copy of proposal submitted by Hand Delivery/Registered Post
5. **Delivery Address:**
The Program Administrator,
SARI/EI Project Secretariat
B-44, Shivalik Road, Malviya Nagar,
New Delhi-110017
Tel:+91 11 26692714-16
6. **Email address:** rmagotra@irade.org

Annexure IV: PAYMENT SCHEDULE

IRADe shall effect the payment to the bidder as per the following payment schedule:

S. No.	Completion of Deliverables as per Scope of Work (Annexure 1)	Due date of Submission of Deliverables / completion of activity. as per Scope of Work (Annexure 1)	Payment percentage
1	Completion of Deliverable No 1. Preparation of basic market rules and design for the pilot market	Eight weeks of Signing of Contract	15%
2	Completion of Deliverable No 2(a) and activities 3, 4 and 5. Capacity building of a core teams, preparation of training material training material etc. Setting up of the required infrastructure, software, processes, selection of days of operation and stakeholders' consultation.	Fourteen weeks of Signing of Contract	25%
3	Completion of Deliverable No 3. Submission of Draft Report	Twenty seven weeks of Signing of Contract	25%
4	Deliverable No 4. Acceptance of Final report	Thirty Six weeks of Signing of Contract	35%
	Total		100%

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the financial proposal attached herewith and made part of this Proposal.

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

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

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

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

ANNEXURE VI: TECHNICAL FORMAT FOR ORGANIZATIONAL EXPERIENCE

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

ANNEXURE VII: TECHNICAL FORMAT FOR CURRICULUM VITAE

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

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

ANNEXURE VIII: FINANCIAL PROPOSAL FORMAT

Dear Sir/Madam,

We hereby declare that the following costs outlined in the Terms of Reference for providing consultancy services. We further declare that these are FIRM (fixed) prices and shall remain unchanged for the entire period of consultancy/assignment.

Item	Lump sum Fixed cost (INR)	Taxes/duties if any	Total Amount (INR)
Scope of Work, Annexure 1			

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

Signature:

Name:

Designation

Seal:

ANNEXURE IX: DRAFT CONTRACT

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

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

and

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

Here in after referred to as the 'parties'.

Whereas:

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

4. Consultancy cost

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

5. Terms of payments

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

6. Time Schedule

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

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

For and on behalf of **IRADe**

For and on behalf of consultant

Signature: _____

Signature: _____

Date:

Date:

Name:

Name:

Designation:

Designation:

APPENDIX 1: GENERAL TERMS AND CONDITION CONSULTANT AGREEMENT

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

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

ARTICLE I: DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

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

AGREEMENT means the Agreement between IRADe and _____;

CONSULTANT means the party named in the Agreement.

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

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

ARTICLE II: GENERAL CONDITIONS OF AGREEMENT

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

ARTICLE III: PAYMENT

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

ARTICLE IV: DURATION OF THE CONTRACT

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

ARTICLE V: TAXES/DUTIES/SERVICE TAX

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

ARTICLE VI: PENALTY FOR LATE SUBMISSION OF DELIVERABLES

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

ARTICLE VII: TERMINATION

IRADe shall have the option to terminate the contract in the event of termination of the **(Cooperative Agreement by the USAID)** for whatever reasons. In the event of such termination, the Consultant shall be entitled to receive all supporting funds as described herein for those expenditures justifiably incurred to the time of termination of this purchase order,

including commitments which cannot be reversed or mitigated, to the extent that said funds are available to IRADe under its **Cooperative Agreement**.

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

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

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

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

ARTICLE VIII: SUBCONTRACTING

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

ARTICLE IX: INDEMNIFICATION

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

ARTICLE X: LAW AND JURISDICTION

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

ARTICLE XI: DISPUTES

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

ARTICLE XII: FUNDERS TERMS AND CONDITIONS

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

ARTICLE XIII: MISCELLANEOUS

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

6. The privity of the contracts in terms of this agreement shall be between IRADe and the consultant. The researchers/ specialists/ workers or any agency employed by the consultant shall have no privity of contract whatsoever with the IRADe.

The consultant will adhere to IRADe quality process and standards, and management systems while working on this contract, as guided by the Project Director, SARI/EI or person designated by him.