

Request for proposal to empanel Think Tanks for creation of an outreach and dissemination forum to fast-track the agenda of Cross-border Energy Trade (CBET) and regional energy cooperation among South Asian countries

RFP No.: IRADe/SARI/2020-21/06

May 17, 2021

**SOUTH ASIA REGIONAL INITIATIVE
FOR ENERGY INTEGRATION
(SARI/EI)**

Think Tank Forum (2021-22) Request for Proposal



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

Integrated Research and Action for Development (IRADe)

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1. Introduction

RFP No.: RFP No. - IRADe/SARI/2020-21/06

Issue Date: 17th May 2021

Closing date: 7th June 2021

Assignment: **Request for proposal to empanel Think Tanks to create an outreach and dissemination forum to fast-track the agenda of Cross-border Energy Trade (CBET) and regional energy cooperation among South Asian countries**

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

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

IRADe invites bids from prospective organizations through this **Request for proposal to empanel Think Tanks to create an outreach and dissemination forum to fast-track the agenda of Cross-border Energy Trade (CBET) and regional energy cooperation among South Asian countries**. This is an activity funded under the United States Agency for International Development (USAID) for South Asian Regional Initiative for Energy Integration through IRADe.

The document includes: instructions for bidders; the Terms of Reference for the assignment; and information on bid, bid particulars, including technical selection criteria, and a copy of the draft contract.

Bids are due on 7th June 2021 by 1800 Hrs.

Due to Covid-19 restrictions, the bidders are requested to submit a soft copy of the Technical Proposal to the Programme Administrator, SARI-EI, at pdasgupta@irade.org.

2. Instructions for Bidders

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

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

Annex I:	Bid Submission Declaration
Annex II:	Technical Format for Organizational Experience
Annex III:	Technical Format for Personnel Details
Annex IV:	Draft Contract
Annex V:	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.

2.1. Empanelment of Think Tanks

The ideal think tank partner should have strong national presence with excellent record of accomplishment in policymaking and analysis, economic analysis, regulations and advocacy capabilities in energy, environment and climate change. Further, experience in other sectors such as water, agriculture etc. is an added advantage, as an understanding of the energy-water-climate-food nexus adds to the understanding of the multifaceted nature of the issue.

1. RFPs are invited from the leading think tanks in the South Asia region fulfilling the above mentioned criteria.
2. Subsequent to proposals received, 2-3 leading think tanks would be identified from each country for empanelment, based on their past work, experience/ studies done in SARI related themes, team size, quotation submitted for conducting studies, events etc.
3. Based on their core competence, proposal and quality/relevance of past work, studies and media fellowship program would be awarded to the most suitable think tanks. For conducting the dissemination dialogue/ workshop, preference would be given to the think tanks awarded the study.
4. However, a larger think tank or a consortium of think tanks could also be considered for wider reach and more effective output.
5. The SARI/EI Project Secretariat will then sign contracts accordingly with the think tanks based on their submitted proposals. The contract would be signed for 12 months, and would be renewed post satisfactory performance review.

6. The contracted parties should provide a sustained advocacy plan to disseminate CBET related information, and ideas on engagement and exclusive advocacy campaign to self-sustain the campaign beyond the time period.
7. The SARI/EI project secretariat would conduct inception meeting with the contracted think tanks. It is to be noted that no monetary benefit would accrue to a think tank by mere empanelment on SARI/ EI think tank forum.

3. Terms of Reference

Empanelment Think Tanks for the creation of an outreach and dissemination forum to fast-track the agenda of Cross-border Energy Trade (CBET) and regional energy cooperation among South Asian countries

3.1. Introduction

The **US Agency for International Development (USAID)** initiated the **South Asia Regional Initiative for Energy (SARI/E)** program in the year 2000, covering the eight countries in South Asia, viz. Afghanistan, Bangladesh, Bhutan, India, The Maldives, Nepal, Pakistan and Sri Lanka. In the first three phases, the program, aiming to promote energy security in South Asia, worked on three focus areas: Cross Border Energy Trade (CBET); Energy Market formation; and Regional Clean Energy development. SARI/E played a key role in integrating and promoting the energy policy and technology linkages across the South Asian nations.

The fourth and current phase of the program called SARI/EI (South Asia Regional Initiative in Energy Integration) started in 2012, and is aimed at advancing regional grid integration through cross border power trade. This phase is being implemented by **Integrated Research and Action for Development (IRADe)**, the leading South Asian Think Tank.

The SARI/EI program was extended to 2022 and is a key program under USAID's Asia EDGE (Enhancing Development and Growth through Energy) Initiative. The initiative aims to enhance the economic and energy security of Asian countries by promoting a more affordable and reliable energy system. One of the key objectives under Asia EDGE is to accelerate the growth of the region's energy markets through regional energy trade and integration, which will unlock billions of dollars in the regional energy market through the development of power markets and regional exchanges.

3.2. Think Tank Forum

As part of the SARI/EI program activities, South Asia Think Tank Forum (TTF) for regional energy cooperation was founded under SARI/EI in the year 2016, as an outreach and dissemination forum, intending to engage policy makers, media, parliamentarians and bureaucrats, civil society and citizens to prioritize, fast track and push the agenda for CBET.

Think tanks are an important channel for positioning CBET in the national priorities of respective countries. These think tanks are important agencies in leading advocacy for new initiatives by engaging politicians, institutions, and other influencers, for institutionalizing the roles of CBET in the realm of energy security and climate change agendas of these nations.

In its earlier phase (termed Phase – I), TTF helped SARI to reach out to more than 20 think tanks across South Asia. The think tank forum engaged with a variety of stakeholders from different categories, like politicians, bureaucrats, government representatives, civil society, citizen action groups, bilateral and multilateral development agencies and media for driving a cohesive narrative for dissemination. Further, through small grant program, five think tanks – IIDS Nepal, Slycan Trust Sri Lanka, CUTS International India, Independent University and Bangladesh Enterprise Institute (BEI) (Bangladesh) – were brought on board for outreach, policy evaluation, and propagation of socio-economic benefits of CBET. Subsequently, the Forum brought out the following important studies:

- Implementation of Nationally Determined Contributions (NDCs) for Renewable Energy in Sri Lanka by Slycan Trust
- Impact assessment of CBET on gender and livelihoods in Nepal and Bhutan by CUTS International.
- Tracking the socio-economic impacts of electricity trade between India and Bangladesh by Independent University Bangladesh

Further, our partner, Bangladesh Enterprise Institute (BEI) organised national level dissemination workshop on the study done by IRADe on Economic benefits from India-Bangladesh power trade. The event was widely covered by Bangladeshi electronic and print media and highlighted the benefits of CBET.

Engagement with the think tanks proved to be beneficial in generating awareness, creating narratives, bridging communication gaps and sustaining the discourse on CBET, thereby mobilizing public opinion. This will aid in bringing together disparate stakeholders by creating an understanding and thereby appreciation on the broader objectives and benefits of CBET.

A significant takeaway from the TTF is the need to strongly advocate the benefits of CBET. This can be achieved if there is continued alignment with CBET involving creative engagement strategies on part of think tanks and advocacy groups. Additionally, greater engagement of stakeholders by leveraging the media, which so far has been underutilized. This aspect clearly needs focused attention. Sustained engagement with the stakeholders is essential to keep the momentum going for effective implementation.

Going forward, sustained budgetary support will ensure a robust, thriving forum for concentrated efforts and on-going dialogue with wider strata of audience on CBET related issues.

3.3. Vision and Mission

To be the leading forum in South Asia for promoting Cross Border Energy Trade (CBET) and addressing the energy security challenges of the region, through a robust network of think tanks and advocacy platforms.

3.4. Objectives

The core objective is to create an outreach and dissemination forum, to

- create awareness and disseminate the work done and impact created by SARI/EI in the fourth phase, to the wider audience, including - policy makers, media, parliamentarians, and bureaucrats, civil society and citizens.
- to prioritize, fast track and push the agenda for implementing CBET.

To achieve the above objectives we will be using the following four pillars:

- 1) Research and survey studies on the socio economic aspects of the Task Forces that help to promote Cross Border Energy Trade (CBET)
- 2) Enhanced adoption of renewable energy, sustainable development practices and climate change mitigation/adaptation strategies within the regional countries
- 3) Disseminating SARI/EI studies and reports through multiple interventions like – Seminars, Conferences, Roundtable discussions, media articles etc.
- 4) Advocating policy changes, organizing media events, news articles, enabling discussions

The Think Tank Forum Terms of Reference (ToR) works as the guiding document for identification of suitable think tanks that can be added as the TTF considers expansion in the near future. The charter shall focus on, among other items, the following objectives:

- Energizing South Asia under the Climate Change and Sustainable Development agenda
- CBET linkages to electricity access for livelihoods and gender mainstreaming
- Quantifying benefits catalyzed through enhanced electricity access in the neighboring regions

3.5. Role of Think Tanks and Stakeholders

Think tank partners are expected to be the face of this activity and champion the cause by organizing Seminars, Conferences, policy discussion forums, media briefings, interaction with the Government and relevant institutions and departments.

- The Think tanks will be engaging with the following stakeholder categories of National and local stakeholders
 - Think Tanks and research institutes
 - Planning and implementation agencies,

- Civil society bodies, advocacy groups, non-governmental organizations
- Parliamentarians and Policy makers
- Business associations and Industry forums
- National/local media groups (mainlines and vernaculars)
- Academia
- SARI Task Force members
- Intergovernmental organizations – BIMSTEC, SAARC, GGGI, ASEAN
- Multilateral institutions like Asian Development Bank/World Bank/IFC

3.6. Broad Activities of Think Tank Forum

The activities through which this group of stakeholders can be engaged will include the following in addition to other activities as deemed relevant, depending on country specific situations:

- Undertaking rapid socio–economic assessment and impact studies in areas of energy security, clean energy access, livelihoods gender and climate change
- Raising awareness and fostering better understanding of issues related to CBET
- Identifying target influencers and civil society members who can assist in building long term relationships within countries and champion the cause
- Dealing with areas of concern and challenges to the CBET value proposition and create consensus
- Providing platforms to help prioritize, fast track and push the implementing agenda for CBET
- Organizing dialogue and discussion between and among policy-makers
- Assisting in developing communication strategy and capacity building
- Assisting in developing strategic partnerships with national and regional institutions
- Engaging bureaucrats/administrators through local civil society members to highlight the benefits of the SARI/EI initiative and identifying ways to encourage greater renewable energy penetration in their countries.
- Participating in events and seminars conducted by industry forums or jointly organizing events with them
- Creating research scholarships for select students/academicians to do research/work on relevant subjects, related to the SARI objectives, as identified by the respective think tank.
- Conducting outreach events focused on youth via organizations involved with schools and colleges on renewable energy, climate change action, sustainable development, and other associated themes.
- Engaging with the media on a continuous basis to build public opinion in favor of the objectives of the SARI/EI program. National media personnel will be regularly briefed and updated to ensure continuous feed of targeted stories, exclusives, editorials and opinion pieces, documentaries and films.

- Identifying relevant journalists/media groups who can cover the subject extensively and provide media fellowships to such personnel to support their activities
- Assisting agencies to work towards securing finance for climate change mitigation and adaptation efforts. Many of the countries still do not have accreditation agencies registered with Green Climate Fund – work could be done to that end for assisting them with the requisite processes.
- Annual events at national level, in countries, for media to brief them about SARI related fields and activities

3.7. Human Resources

The Think Tank Forum shall be coordinated by the Program Coordinator of SARI/EI with the help of the research team. The team shall be supported by the Communications Specialist to coordinate activities related to media groups, and the research analysts for outreach with the various administrative officials. A consultant will be hired by the SARI/EI Project Secretariat to handle the financial payouts to the contracted think tanks. Additionally, through the network, the identified think tank personnel working on the outreach activities and media professionals shall also be involved.

3.8. Empanelment of Think Tanks

The ideal think tank partner would have strong national presence with excellent record of accomplishment in policymaking and analysis, economic analysis, regulations and advocacy capabilities in energy, environment and climate change. Further, experience in other sectors such as water, agriculture etc. is an added advantage, as an understanding of the energy-water-climate-food nexus adds to the understanding of the multifaceted nature of the issue.

RFPs would be invited from the leading think tanks in the South Asia region fulfilling the above-mentioned criteria. Subsequent to the proposals received, 2-3 leading think tanks would be identified from each country for empanelment, based on their past work experience, studies done in SARI related themes, team size, quotation submitted for conducting the study, etc. Based on their core competence, proposal and quality, relevant work experience, studies and media linkages. the project would be awarded to the most suitable think tanks. For conducting the dissemination dialogue/ seminar, preference would be given to the think tank awarded the study. We may look at partnering with one or more local think tanks in each of the BBINS countries.

The SARI/EI Project Secretariat will then sign contracts accordingly with the think tanks based on their submitted proposals. The contract would be signed for 12 months, and would be renewed post satisfactory performance review. The contracted parties should provide a sustained advocacy plan to disseminate CBET related information, and ideas on engagement and exclusive advocacy campaign to self-sustain the campaign beyond the time period.

3.9. Monitoring and Evaluation

The Program Coordinator will closely monitor the activities and outcomes related to the TTF. The SARI/EI team will track the progress against the identified outputs, that shall be used for reporting. The key indicators to denote strategy success will focus on the following activities and outcomes:

i. Key metrics

1. Number of stakeholder meetings conducted to push SARI/EI objectives; and how many of these were attended by senior level Ministers, decision-makers of the country
2. Number of seminars conducted on the relevant topics, with adequate SARI/EI branding
3. Number of articles written by media personnel that promote SARI/EI objectives/quote SARI/EI Study/ Reports
4. Number of books published around CBET
5. Number of activities conducted engaging the youth on topics aligned to SARI/EI objectives
6. Number of activities/interventions made with the academia on topics related to CBET, regional cooperation and related themes

ii. Expected impact/ outcome

1. Evidences of country government plans to widen/improve energy access, especially with CBET interventions
2. Indicators that can measure the benefits of CBET for socio-economic development
3. Knowledge products necessary for bringing change on the ground in the favour of CBET
4. Policy changes in the country that can be directly/indirectly attributed to TTF
5. Incremental power traded by the country within the region
6. Regulatory changes by the Regulatory Commission of the country that can be directly/indirectly attributed to TTF
7. Increase in the number of positive statements around CBET and its benefits, made by ministers, articles/opinion pieces/editorials in the media

iii. Events

It is proposed that each of the BBINS countries will engage the partner think tank(s) of the region. The workshops/events planned will encompass the four following categories of activities under the fold of TTF:

- Outreach and advocacy events, such as regional think tank dialogue, report launches etc.
- National Program for media sensitization about CBET and media fellowship
- Youth outreach

- Country level dissemination dialogues with suitable partners

The Think Tank Forum (TTF) – current phase (Phase II) was launched through an **initiation meeting** with some of the think tanks over a virtual platform. Through this meeting, SARI/EI team disseminated learnings from the first phase of TTF, and also gave a platform for the think tanks to highlight the local issues related to CBET and clean energy in their countries and present their strategy for promotion of CBET. Post the feedback received in the initiation meeting and further correspondence, the RFP was fine-tuned and finalized. This final RFP is now being floated and proposals being invited from the leading think tanks from across South Asia. The final contracts will be awarded to the most technically qualified think tank in each country.

As part of the TTF activities, a **two-day comprehensive Annual Seminar on CBET** is proposed in each country after conclusion of the study, wherein the study will be disseminated in the presence of policymakers, civil society members, youth-focused organizations, and the local media. Media sensitization programs, shall be conducted by the partner think tanks to increase awareness on CBET, climate change and renewable energy at the beginning of the year. Also, the youth outreach program on sustainable energy/climate change shall be launched and run over the year, through which greater engagement with the youth at large to spread the positive message of CBET benefits and advantages shall be undertaken. This will culminate in the youth conducting a Session in the Annual Seminar on CBET and/or putting up a stall in the Seminar. **A regional-level Conference** will be held at the end of the year, wherein all the partner Think Tanks and SARI/EI media fellows will be invited to share their achievements, learnings, and feedback for the next year of TTF program.

3.10. Media Fellowship

Based on the media sensitization program, we shall identify three journalists each from the five countries, who shall be given fellowships for ten months writing about the topics identified in the program. The fellows shall be expected to turn in **10 stories over a period of 10 months**, and by the end of the year, collate material for a book on the relevant theme, which can be launched in the next year. This will be renewed each year, subject to the impacts we see created by the series of articles.

(Detailed Media Fellowship Plan shall be shared separately)

3.11. Studies

Additionally, we propose that based on the needs identified by regional stakeholders in different countries, and aligned with the objectives of the TTF, one national-level study specific to each BBINS country, shall be commissioned each year. The studies, which shall also help to identify the socio-economic aspects of CBET in the country, shall be conducted by members of the TTF, and shall be tied in with a report release event wherever possible.

Alongside the study, we shall also ask the partner think tanks to put out policy briefs and articles – research and general – periodically.

3.12. Tentative Budget

The summary of tentative budget for the TTF Component of the SARI/EI program is provided below.

S N	Activities Planned	Time to be held	Amount in INR				
			Bangladesh	Bhutan	India	Nepal	Sri Lanka
1	Study (1 each)	During the 1 st year	5,00,000	5,00,000	5,00,000	5,00,000	5,00,000
2	Two-day Annual Seminar on CBET (one/country) ¹	At the end of the 1 st year	10,96,000	10,86,000	4,96,000	10,86,000	10,96,000
3	Individual events/dialogues/ research scholarships per country ²	During the 1 st year	2,00,000	2,00,000	2,00,000	2,00,000	2,00,000
4	Media fellowship	During the 1 st Year	6,00,000	4,00,000	6,00,000	6,00,000	6,00,000
5	Media site visit & orientation workshop ²	Beginning of the 1 st year	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
	Total		24,96,000	22,86,000	18,96,000	24,86,000	24,96,000

¹The Annual Seminar has been budgeted on the basis of physical attendance of delegates. This includes, flight fares, hotel accommodation and cost for organizing such seminars. The annual seminar (physical/virtual) will be finalized in consultation with SARI/EI Project Coordinator. The venue for the workshop and flight fares will be arranged by SARI/EI Admin Team with support from the Think Tanks.

² Individual events/dialogues/ research scholarships per country & Media site visit & orientation workshop shall be arranged in consultation with the SARI-EI Project Coordinator. This could be physical or virtual event/workshop depending on the conditions prevailing. Payment for the same as well as flight fares (in case of physical workshop), hotel accommodation and cost for organizing such seminars will be arranged by SARI-EI Admin Team.

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) Technical Proposal should be submitted to the Programme Administrator at pdasgupta@irade.org.

i. Cover Letter format

Cover letter to the bid should include the following information:

- i. Name, title, telephone, **DUNS¹ 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](#).

ii. Technical Bid form

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

1. Management/Organization Experience

- a. In this section the bidder should provide organizational details and 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 relevant Experience in similar projects in detailed manner. 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 are required to be provided of the projects mentioned in the experience section. It should cover the objective of the assignment and the details of activities undertaken by the organization to achieve the objectives of the project in a comprehensive manner.

iii. 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

¹ Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services to an establishment, is the Contractor Identification Number for Federal contractors. Please refer to: <https://2012-2017.usaid.gov/sites/default/files/documents/1868/302sao.pdf>
D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. If you do not have one, it can be created within 1 business day.
Request you to kindly refer to this link to create one <https://fedgov.dnb.com/webform/searchAction.do>

personnel identified. The bidder should submit the curriculum vitae of the key personnel who will actually work under this engagement in the format in [Annex III](#). Please limit the curriculum vitae to a maximum of four pages.

- b. 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.
- c. The Qualifications with **specialization** should be mentioned for all personnel working on the project.

iv. Proposed Methodology

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

4.2. Bid Assessment

i. 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 (virtual) 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. **Registration of the Firm** - The think tank must be registered in the respective country, in order to have the requisite credibility and awareness of local sensitivities. Think Tanks may also collaborate with other think Tanks for ensuring higher quality of deliverables. However, IRADe will have contract with the lead firm only.

- ii. **Relevant experience in the areas of Energy/ Renewables/ Climate change/ Sustainable development** - The think tank should have minimum 2 years' experience in conducting research/ advocacy/ policy-related work in the themes pursued by the TTF. A list of projects/ studies done in related areas to be shared with the SARI/EI project secretariat at the time of proposal. For Bhutan, the minimum requirement of 2 years of experience is waived off.
 - iii. **Networking with local and regional stakeholders** - The think tank should be well-connected and have relevant experience in working with the stakeholders mentioned in the TTF TOR. A list of stakeholders/ partners/agencies being engaged to be shared with the SARI/EI project secretariat.
 - iv. **Experienced team members** - The team members should have 10+ years of experience and expertise in the domain of Energy/ Renewables/ Climate change/ Sustainable development.
 - v. **Strong media connect** - The think tank should be well-versed with the local media landscape and sensitivities, with regular interactions with regional/local media. Prior experience in conducting a Media Fellowship program will be a strong advantage.
 - vi. **Requisite infrastructure** - The think tank should have adequate infrastructure/ amenities required to smoothly carry out the think tank forum activities
 - vii. **Capability of conducting training/workshops** on its own or through partner networks
- B. Methodology/approach, Staffing Schedule and timeline; Qualification and experience of key personnel proposed to work in this assignment;
4. The technical proposal will be evaluated based on the below mentioned parameters:
- | | |
|---------------------------------------------------------------------------|-----|
| a. The Organization's relevant experience for the assignment | 35% |
| b. Understanding of the issues and approach to be followed | 10% |
| c. The qualifications and experience of the key staff proposed | 30% |
| d. Quality of presentation made before Technical Bid Evaluation Committee | 25% |
5. 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
6. IRADe shall not be bound by any verbal advice given or information furnished but shall be bound only by written advice or information.
7. 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.
8. 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.

ii. 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.

iii. 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 costs mentioned are in **Indian Rupees**.

iv. 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.

v. 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.

vi. 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 and shared with other bidders..

4.3. Bid Delivery Instructions

Closing Time:	1800 Hrs, 7th June 2021
Contact Person:	Phalguni Dasgupta
Bid Validity Period:	90 days
Email ID for submission of bids:	pdasgupta@irade.org

4.4. Activity Schedule

IRADe shall effect the payment to the bidder on successful completion and acceptance of deliverables to IRADe as per the following activity schedule:

S.N.	Activity	Total for the 5 (Five) SA countries
1.	Inception meeting (virtual)	1
2.	Studies (one/country)	5
3.	Two-day Annual Seminar on CBET (one/country) (physical/virtual)	5
4.	Concluding Conference (regional-level)	1
5.	Individual events/dialogues/research scholarships per country (one/country)	5
6.	Media fellowship: Bangladesh - 3 Bhutan - 2 India - 3 Nepal - 3 Sri Lanka - 3	10 months/ 14 fellows
7.	Media site visit & orientation workshop (one/country)	5

5. Annexure

5.1. Annex I: Bid Submission Declaration

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting Services for **“Request for proposal to empanel Think Tanks for the creation of an outreach and dissemination forum to fast-track the agenda of Cross-border Energy Trade (CBET) and regional energy cooperation among South Asian countries”**.

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

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

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

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

5.2. Annex II: Technical Format for Organizational Experience

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

Detailed Description of the Projects covering its various aspects is required to 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 (This should include the Project Name, Project Duration, Project Description, Description of actual services being provided by the personnel)
- 7) Position held in the firm
- 8) Number of Years with the firm
- 9) Proposed position in team for this project
- 10) Experience Record (list positions with organizations and nature of duty).
- 11) Language proficiency
- 12) If an external advisor/consultant is hired, scanned **Letter of the association** clearly substantiating that the advisor/consultant has agreed to devote the given number of man-days in this particular assignment should be attached.

5.4. Annex IV: Draft Contract

This consultancy contract is made on this ---- day of, 2021 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/2020-21/06 - “Request for proposal to empanel Think Tanks for the creation of an outreach and dissemination forum to fast-track the agenda of Cross-border Energy Trade (CBET) and regional energy cooperation among South Asian countries”** dated _____. The proposal and presentation 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. Terms of payments

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

**USAID New Delhi-UIN No.0717U N 000166UNP,
USAID-SARI/EI-AID-386-A-12-00006
C/o Integrated Research and Action for Development (IRADE)
C-80/B44, Shivalik Malviya Nagar, New Delhi-110017, INDIA**

Subject to satisfactorily completion of the deliverables and approval of the

Project Director as indicated in the following payment schedule, invoices should be raised. The invoices raised shall be subject deduction of TDS at applicable rate.

6. Payment Schedule

The summary of tentative budget for the TTF Component of the SARI/EI program is provided below. On Completion of each deliverable the Think Tank should raise the invoice to the Project Director, SARI-EI (pbatra@irade.org) for approval with a copy to the Programme Administrator (pdasgupta@irade.org).

SN	Activities Planned	Amount in INR				
		Bangladesh	Bhutan	India	Nepal	Sri Lanka
1	Study (1 each)	5,00,000	5,00,000	5,00,000	5,00,000	5,00,000
2	Two-day Annual Seminar on CBET (one/country) ¹	10,96,000	10,86,000	4,96,000	10,86,000	10,96,000
3	Individual events/dialogues/ research scholarships per country	2,00,000	2,00,000	2,00,000	2,00,000	2,00,000
4	Media fellowship	6,00,000	4,00,000	6,00,000	6,00,000	6,00,000
5	Media site visit & orientation workshop	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
	Total	24,96,000	22,86,000	18,96,000	24,86,000	24,96,000

¹The Annual Seminar has been budgeted on the basis of physical attendance of delegates. This includes, flight fares, hotel accommodation and cost for organizing such seminars. In case, the webinars/consultations need to be organised online, the cost of hosting and other related expenditure should be raised in the invoice.

The annual seminar (physical/virtual) will be finalized in consultation with SARI/EI project secretariat. **The venue for the workshop and flight fares will be arranged by SARI/EI Admin Team with support from the Think Tanks.**

- Duration of Contract:** The estimated time for completion of the activities is **1 (One) year** from the date of signing of this contract and shall be the essence of the contract. This may further be extended on satisfactory performance of the organization. The decision of extending the contract lies with IRADe.
- 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

9. 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. The bid submitted by the consultant and all the communication with respect to the RFP No. - IRADe/SARI/2020-21/06 between the two parties will be part of this contract.
10. The Consultant shall respect Intellectual Property rights and shall ensure that its employees and its Subcontractors, and its party respect Intellectual Property rights
11. The bid submitted by the consultant and all the communication with respect to the RFP No. - IRADe/SARI/2020-21/06 between the two parties will be part of this contract.
12. The Consultant shall respect Intellectual Property rights and shall ensure that its employees and its Subcontractors, and its party respect Intellectual Property rights
13. Warranties: The Consultant confirms and warrants to the best of its knowledge that:
 - It has full legal and financial capacity to enter into contract and be part of the consultancy services
 - The outputs will not violate or infringe any existing intellectual property rights or any other third party rights, nor will the publication of the assignment.
 - It will be either the sole owner of the outputs or has obtained or will obtain the necessary consents to allow IRADe and other publishers to disseminate the outputs as outlined in this contract;
 - There are no claims or legal proceedings pending or threatened, the outcome of which could adversely affect the rights of IRADe on the research work or output of this assignment;
 - There are no agreements of any nature in favour of anyone that could interfere with the rights generated out of this assignment and
 - The Project outputs contain nothing that is unlawful, libelous, and defamatory or which would, if published, constitute a breach of contract, privacy or of confidence.
 - The Consultants will recognize the support of IRADe by including in all publications the following acknowledgement: This work was carried out on behalf of IRADe for its SARI/EI Project, funded by USAID India, New Delhi”
14. Survival: All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive the Contract

Completion Date.

15. All communication regarding this contract should be addressed to:
- Technical Queries:** Mr. Pankaj Batra, Project Director, SARI/EI. Email - pbatra@irade.org and Project Coordinator
 - Non-Technical Queries:** Ms. Phalguni Dasgupta, Programme Administrator – SARI-EI.
Email: pdasgupta@irade.org
With a copy to Mr.Pankaj Batra, Project Director SARI/EI.
Email- pbatra@irade.org
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:

Signature:

Designation: Project Director

Designation:

Name:

Name:

Date:

Date:

5.5. Annex V: 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

i. 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.

Consultant shall mean Think Tanks engaged to carry out the activities underlined in the Terms of references under the RFP No. - IRADe/SARI/2020-21/06

ii. ARTICLE II: General Conditions of Agreement

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

- written consent to such substitution. IRADe shall not be liable to meet any costs arising from the replacement of such personnel.
5. Not with standing anything contained in this agreement, the relationship of IRADe and the consultant shall not be construed, as that of employer and employee and staff of the consultant shall at no time be considered as employee/s of IRADe.
 6. The consultant shall be responsible for all acts of omission and commission of persons engaged by the Consultant whether or not in the course of performing the services and for the health safety and security of such persons and their property.
 7. The terms/conditions/scope of this contract shall not be varied/altered/modified until and unless mutually agreed by and between IRADe and the consultant and such modification shall be reduced to writing in the form of an amended contract.
 8. IRADe shall retain copyright of all documents prepared by the Consultant in relation to the services rendered.
 9. The Consultant shall not engage in any activity which might conflict with the interest of IRADe under this agreement or the agreement of IRADe with Client.
 10. The consultant shall not, during or after the termination of the contract, disclose to any third party any information arising from the contract, other than in the proper performance of their duties, except with the prior written permission of IRADe.
 11. The consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the agreement and shall act in accordance with the services as provided in Terms of Reference
 12. The consultant shall not without the written consent of IRADe, in anyway assign or transfer his/her obligations under this agreement or any part thereof to anyone, failing which, the contract may be rescinded by IRADe.
 13. The consultant shall keep IRADe indemnified in respect of any loss or damage or claim howsoever arising out of negligence on the part of the consultant in relation to the performance or otherwise of the services to be provided under this contract.
 14. Each party agrees that the existence of and the terms and conditions of this Agreement shall be treated as confidential, however, each party may disclose the terms and conditions of this Agreement: (i) as required by any court or other governmental body; (ii) body or as otherwise required by law.

iii. ARTICLE III: Payment

1. IRADe shall pay to the consultant a fixed price for the services to be provided as per this agreement.
2. Payment will be authorized after completion, delivery, and acceptance by IRADe Technical Representative of all services, and scheduled deliverables stipulated herein. Payment will be made as soon thereafter as the regular course of business will allow based on the submission of the correct invoice. The invoice should be raised to the **Programme Administrator along with the approval and acceptance by the Project Director, SARI-EI.**

3. The Consultant shall be paid according to the payment schedule as per this agreement.

iv. 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*.

v. 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.

vi. 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**.

vii. 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.

viii. ARTICLE VIII: Subcontracting

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

ix. ARTICLE IX: Indemnification

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

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

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

x. 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.

xi. 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.

xii. ARTICLE XII: Funders Terms and Conditions

1. **Books, Records, and Accounts:** The consultant shall maintain books, records and accounts sufficient to demonstrate the incurrence, expenditure, and allowability of all costs charged to the agreement. USAID, or any of their duly authorized representatives shall have access to such books, records and accounts as are directly pertinent to the activities funded by the agreement. Consultant agrees that IRADe or USAID, shall have access to any books, documents, papers, and records of the Consultant that are directly pertinent to the services provided hereunder, for the purpose of making audits, examinations, excerpts, and transcriptions. These records shall be maintained for 3(three) years unless written approval is requested by the consultant and approval by IRADe is given in writing.
2. **Terrorist Financing:** U. S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the consultant to ensure compliance with the Executive Orders and laws.
3. **USAID Standard Provisions:** As the Program of SARI/EI is being funded by USAID, the Standard Provisions of USAID (<https://www.usaid.gov/sites/default/files/documents/1868/305maa.pdf>) will be applicable and binding for this contract.

xiii. 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.
