TERMS OF REFERENCE [TOR]

SOUTH ASIA FORUM FOR INFRASTRUCTURE REGULATION (SAFIR)
SECTT.: C/O CENTRAL ELECTRICITY REGULATORY COMMISSION
EIGHTH FLOOR, TOWER-B, WORLD TRADE CENTER, NAUROJI NAGAR,
NEW DELHI 110 029, TELE.: 2618 9709

Engagement of Consultant by South Asia Forum for Infrastructure Regulation (SAFIR) to prepare a study report on "Cross-Border Transmission".

1. INTRODUCTION:

1.1. **The South Asia Forum for Infrastructure Regulation (SAFIR)** was established in May 1999. SAFIR aims to provide high quality capacity building and training on infrastructure regulation and related topics in South Asia and to stimulate research on the subject by building a network of regional and international institutions and individuals that are active in the field. It also aims at facilitating effective and efficient regulation of utility and infrastructure industries, initiate beneficial exchange of knowledge and expertise and set the trend of rapid implementation of global best practices. The activities of the SAFIR are guided by a Steering Committee comprising all the members from Academic institutions, Consumer bodies / NGOs, Corporate / Utilities and Regulatory bodies including Energy Regulators and an Executive Committee consisting of a representative each from India, Bangladesh, Bhutan, Nepal and Sri Lanka.

1.2. The Executive Committee of SAFIR has decided that the SAFIR Secretariat undertakes a study on **"Cross-Border Transmission"** keeping in mind the need for energy sufficiency and energy transmission to make cross border electricity a success in the region.

1.3. The South Asian region is endowed with diverse energy resources, including significant hydropower potential in Nepal, Sri Lanka and Bhutan; coal-based generation in India and Bangladesh, and renewable energy resources across the subcontinent. However, the distribution of these resources is uneven, while demand growth across the region remains rapid. Cross-border electricity trade (CBET) has emerged as an important tool to optimize resource utilization, enhance energy security, improve grid reliability, and foster regional cooperation. Transmission interconnections form the backbone of such cooperation, enabling physical power flows across national boundaries.

1.4. Importance of Cross Border Transmission

- *Energy Security & Reliability:* Transmission links help balance supply-demand mismatches by transferring surplus electricity to deficit areas.
- *Economic Efficiency*: Regional integration reduces dependence on costly short-term generation, optimizes use of low-cost resources (e.g., hydropower in Nepal / Bhutan), and lowers overall system costs.
- *Sustainability:* Facilitates integration of renewable energy resources, particularly hydro and

solar, contributing to climate goals.

- *Regional Cooperation:* Strengthens economic ties among neighboring countries, aligning with initiatives such as BIMSTEC, SAARC Energy Ring, and BBIN (Bangladesh-Bhutan-India-Nepal) framework.

1.5. Existing Transmission Interconnections

- *India–Bhutan*: Multiple high-voltage links facilitate export of hydro-based power from Bhutan to India, forming the backbone of Bhutan's economy.
- *India–Nepal:* Cross-border links (400 kV Dhalkebar–Muzaffarpur and others) allow two-way trade, with Nepal increasingly exporting surplus hydropower during monsoon seasons.
- *India–Bangladesh:* Interconnections at Bheramara (Bangladesh)–Baharampur (India) and Tripura.
- *India–Sri Lanka:* While no operational link exists, a proposed HVDC subsea interconnection between Rameswaram (India) and Mannar (Sri Lanka) has been under discussion.

1.6. Policy & Regulatory Framework

- *India:* The Guidelines for Import/Export of Electricity and the CERC Cross Border Trade Regulations (2019) govern participation.
- *Nepal & Bhutan:* Rely heavily on export of hydropower to India; bilateral treaties form the legal basis.
- *Bangladesh:* Has a power import policy in place, with long-term contracts for imports from India.

1.7. Key Challenges

- Harmonization of policies, regulations, and grid codes across countries.
- Development of adequate transmission infrastructure with appropriate cost-sharing mechanisms.
- Market design for regional power trade beyond bilateral contracts, moving toward multilateral exchanges.
- Geopolitical sensitivities and security considerations related to energy dependency.

1.8. Way Forward

- Strengthening of existing bilateral interconnections with scalable transmission capacity.
- Development of a regional transmission master plan
- Creating a regional power market platform to facilitate competitive electricity trade.
- Leveraging renewable integration (solar, hydro, wind) to advance sustainable growth.
- Building institutional mechanisms for dispute resolution, scheduling, settlement, and system operation.

1.9. Objective of the Study

The proposed study aims to:

- Review the existing and planned cross-border transmission links in South Asia.
- Assess the technical, economic, and regulatory aspects of power transfer.
- Identify gaps and challenges in regional integration.
- Propose a roadmap for strengthening cross-border transmission enhancing energy security in the region.

2. SCOPE OF WORK

The Consulting firm shall undertake a comprehensive study covering the following aspects:

(a) Review of Existing Framework

- Mapping of existing cross-border transmission interconnections among India, Nepal, Bhutan, Bangladesh & Sri Lanka.
- Review of bilateral/multilateral agreements, treaties, and MoUs governing electricity trade.

(b) Technical Assessment

- Assessment of present transmission capacity, voltage levels, technology (HVAC/HVDC), and operational performance of cross-border links.
- Identification of bottlenecks, reliability issues, and constraints in existing transmission corridors.
- Evaluation of system integration aspects, including scheduling, dispatch, frequency control, and grid code harmonization.

(c) Demand-Supply & Resource Mapping

- Forecast of electricity demand growth in South Asian countries.
- Mapping of generation potential (hydropower, thermal, solar, wind) across the region.
- Identification of seasonal and diurnal complementarities between supply and demand.

(d) Future Transmission Planning

- Identification of potential new interconnections and expansion of existing corridors.
- Technical and economic feasibility of a regional transmission master plan, including subsea links (for India–Sri Lanka).
- Assessment of investment requirements, financing models, and cost-sharing mechanisms.

(e) Market Design & Institutional Mechanisms

- Review of current bilateral power trade models and their limitations.
- Options for developing a regional power market, including competitive power exchanges.
- Institutional and governance framework for system operation, scheduling, settlement, and dispute resolution.

(f) Economic & Strategic Benefits

- Cost-benefit analysis of regional power trade vis-à-vis isolated national systems.
- Assessment of impact on energy security, renewable integration, and reduction of carbon emissions.
- Strategic benefits in terms of regional cooperation, resilience, and geopolitical stability.

(g) Challenges & Risk Analysis

- Identification of regulatory, technical, financial, and geopolitical challenges.
- Risk assessment and mitigation strategies for ensuring sustainable cross-border power trade.

(h) Roadmap & Recommendations

- Short-term, medium-term, and long-term strategies for strengthening cross-border transmission.
- Recommended steps for harmonization of regulatory and market frameworks.
- Policy, regulatory, and institutional measures to facilitate integration of renewable energy.

3. DELIVERABLES AND DURATION OF THE ASSIGNMENT:

a) The assignment shall be completed within a period of 120 days from the date of signing of the agreement;

b) The Consultant will be required to submit the inception report by the end of 10 days

c) Submit first progress report by the end of 30 days, for feedback of SAFIR Secretariat;

d) Submit interim report (including progress made so far) by the end of 60 days based on the previous feedback of the SAFIR Secretariat;

e) Submit the first draft of the Report based on detailed study by the end of 90 days from the date of signing of the agreement

f) Submit the revised draft Report after discussion with SAFIR Secretariat by the end of 110 days from the date of signing of the agreement followed by a presentation before ECM & SCM of SAFIR.

g) Submit the final Report by the end of 120 days from the date of signing of the agreement or within 10 days from the date of acceptance of the study by the SAFIR Secretariat in its meeting, whichever is later.

h) The timelines for deliverables are to be strictly adhered to.

i) The individual task should be completed in phased manner and overlapping of one or more study shall not be a constraint to adhere to the timelines. In case of delay, the penalty/liquidated damages as per clause 8 of the Agreement provided at **Annexure - IV** will be applicable on the consultant.

j) No abnormal delay would be tolerated. In case of any such contingency, the study would be conducted from alternate source at the cost of the bidder.

4. PAYMENT SCHEDULE:

a. 10% of the professional fee as advance of the total fee of the study at the time of signing agreement, subject to submission of an irrevocable Bank Guarantee for equal amount. If advance is not requested by the Consultant, 10% of the fee can be claimed at the end of the contract period on submission of the final report.

b. 20% of the professional fee on the submission and acceptance of the inception report of the Study;

c. 20% of the professional fee on submission and acceptance of first Draft Report of the study;

d. 20% of the professional fee on submission and acceptance of Final Report of the study;

e. 30% of the professional fee on successful completion and acceptance of the Final Report, at the end of the contract period.

f. The Consultant shall provide an irrevocable Performance Bank Guarantee of 10% of amount stipulated in the agreement at the time of signing the agreement to be valid till 3 (three) months after the expiry of the agreement. In the event of extension of assignment/ Contract, the Performance Bank Guarantee shall be suitably extended by the consultant at its own cost and extended Performance Bank Guarantee shall be made available to the SAFIR secretariat within 7 days of receipt of such extension information. Performance Bank Guarantee will be kept as performance security and can be invoked to appropriate against breach of any terms of this Agreement or for non-performance.

g. The stage payment shall not be released in case of unsatisfactory work and decision of SAFIR in this aspect shall be final.

DISCLAIMER: Payment shall be made equal to finalized bid amount in Indian Rupees (INR), notwithstanding any fluctuations in foreign exchange rates.

5. ELIGIBILITY CRITERIA:

a) The format of application is provided at **Annexure — I** and **Annexure —II**.

b) The Consultant should have completed at least 5 (five) assignments during the last ten (10) years, aiding on matter relating to Cross Border Transmission in South Asian countries (such as India, Bhutan, Bangladesh, Nepal and Sri Lanka), including areas such as:

- Transmission planning and system studies,
- Cross-border power trade and regulatory frameworks,
- Grid connectivity and operational issues,
- Policy, regulatory and market mechanisms, and/or
- Financial and commercial aspects of cross-border transmission projects.

c) The consultant must provide necessary document(s) for proof of successful completion of the assignments from the respective client(s) without which such assignment(s) shall not be considered for evaluation

d) The bidder is expected to possess comprehensive knowledge of the electricity laws, policies, rules, regulations, and guidelines of neighbouring countries such as, Bhutan, Bangladesh, Nepal and Sri Lanka, particularly in relation to cross-border electricity transmission and trade.

e) The Consultant should have legal, regulatory and financial background.

f) The bidding consultant should not have been blacklisted/debarred by the Ministry of Finance or the Ministry of Power (MoP), organizations under the jurisdiction of MoP, or CERC or any SERC / JERC. An undertaking in this regard shall be given by the consultant in the format at **Annexure-III.**

g) The applicant must have minimum annual financial turnover of Rs. 1.2 Crore during the last three years. Documentary evidence to this effect duly attested by a Chartered Accountant should be submitted along with the bid.

h) The bidders who fulfill all of the above criteria shall be termed as eligible bidder

6. APPLICATION AND EVALUATION CRITERIA:

a) The technical bid of only the eligible bidder, decided as per clause 5 of this TOR, shall be evaluated for selection of successful bidder.

b) Technical component will carry 70% weightage and financial evaluation will carry 30% weightage.

c) The bids of the eligible bidders, determined as per Clause 5 of this TOR, will be scrutinized by Consultancy Evaluation Committee (CEC) and shortlisted bidders will be called for interaction with the CEC (to be supplemented with a presentation not exceeding 6 slides). Their technical performance will be evaluated based on the following criteria:

S No.	Technical Parameters	Marks
1.	The Consultant's relevant experience for the assignment	30
2.	Understanding of the issues and approach to be followed	30
3.	The qualifications and experience of the key staff (who would actually be working on the project)	40
	Total Technical Score	**100**

S. No.	Criteria for Technical Evaluation	Maximum Marks
1.	The Consultant's relevant experience for the assignment	**30**
a)	The consultant should have demonstrated experience in assignments relating to Cross Border Transmission in South Asian countries during the last five (5) years, covering one or more of the following areas: - Transmission system planning and studies, Cross-border power trade and regulatory frameworks, - Grid connectivity and operational issues, - Policy, regulatory, and market mechanisms, and/or - Financial and commercial aspects of cross-border transmission projects. *i) 20 marks for 5 completed assignment in last 10 years.* *ii) 2 marks for each additional assignment in the last 10 years*	Max 30 marks

2.	**Understanding of the issues and approach to be followed** (The marks would be awarded by the Consultancy Evaluation Committee (CEC) based on the understanding, approach and methodology presented by the Consultant during the presentation)	**30**
3.	The Qualification and experience of the key staff (who would actually be working on the proposed project)	**40**
3(a)	**Project Manager – 1** Qualification Criteria: 1) B.E. / B. Tech / M. Tech (Mechanical / Electrical) / Bachelor's in Economics, with 2) MBA or equivalent degree in Finance / Power Management / CFA / CA / CMA / PGDM (equivalent to MBA) / Master's Degree in Energy Economics / Energy / Management Studies, Infrastructure / Regulatory Governance, with 3) Minimum 10 years or more experience in handling of various Acts / Regulations, technical, financial & commercial matters etc. related to regulatory framework power sector specially in transmission segment. < 10 years of relevant experience - 0 marks > Between 10-15 years of relevant experience - 10 marks > 15 years of relevant experience - 20 marks	Max 20 marks
3(b)	**Technical Team Member - 1** Qualification Criteria: 1) B.E. / B. Tech / M. Tech (Mechanical / Electrical) / Bachelor's in Economics, with 2) MBA or equivalent degree in Finance / Power Management / PGDM (equivalent to MBA) / Master's Degree in Energy Economics / Energy / Management Studies, Infrastructure / Regulatory Governance, with 3) Minimum 5 years or more experience in handling of various Acts / Regulations, technical, financial & commercial matters etc. related to regulatory framework power sector specially in transmission segment. < 5 years of relevant experience - 0 marks > Between 5-10 years of relevant experience - 5 marks > 10 years of relevant experience - 10 marks	Max 10 marks

3(c)	**Finance Team Member – 1** Qualification Criteria – Chartered Accountant / Cost and Management Accountant / CFA / MBA Finance with minimum 5 years or more experience in transmission sector regulatory matters < 5 years of relevant experience - 0 marks > Between 5-10 years of relevant experience - 5 marks > 10 years of relevant experience - 10 marks	Max 10 marks
Total (1+2+3)		**100**

NOTE:

a. Actual CV has to be submitted for each of the proposed team members.

b. Under a retainership project, multiple activities undertaken during a year, such as studies on cross border transmission, regulatory framework analysis, transmission system planning, and related assignments in South Asian countries shall be treated as single assignment for the purpose of evaluation and may be quoted accordingly under Clause 1(a) of the table "Criteria for Technical Evaluation".

c. Submission of completion certificate evidencing the execution of the work from the respective client or Bill wise details of payment, including the final payment, received under the assignment duly certified by Chartered Accountant or the final/ last bill paid by the Company against the assignment awarded shall only be considered as proof of completion of assignment.

d. It is expected that the key members of the team proposed in the bid document shall continue throughout the duration of the assignment. In the event of any of the key members not being available for any reason, other experts of the consulting firm with equivalent level of qualification and experience shall be deployed. Failure to meet the criteria shall be construed as non-compliance of the terms of assignment thereby making the consulting firm liable for penal action as per agreement.

e. The minimum qualifying marks in technical evaluation is 60% of the total score of the technical component.

f. Only those bidders, who qualify technically as per Clause 6 (c) would be considered for Financial Evaluation.

g. Weight for Financial Proposal with the lowest quoted price will be given a financial score of 100 and other financial proposals would be given financial scores that are inversely proportional to their prices.

h. The total score will be obtained by weighting the Technical and Financial scores.

i. Only successful bidder would be communicated the award of consultancy assignment.

j. The right to reject any or all bids rests with SAFIR Secretariat without assigning any reason.

k. No requests for extension of date for submission of bids will be entertained unless decided so by SAFIR Secretariat.

l. The "SAFIR" will have an option to terminate the contract by giving a notice of one month. In such cases, the Consultant shall be paid fees after taking into consideration the part of work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by the "SAFIR", and the decision of the "SAFIR" shall be conclusive and binding. The fees so fixed and paid shall be deemed to be final payment in such cases. The consultant shall abide by the terms and conditions of the Agreement as per **Annexure - IV**.

m. The address for submission of the proposal and seeking any clarification (within the due date of submission of the ToR) is given below:

The Asst. Secretary Office,
South Asia Forum for Infrastructure Regulation (SAFIR)
Sectt.: C/O Central Electricity Regulatory Commission
Eighth Floor, Tower-B, World Trade Center,
Nauroji Nagar, New Delhi 110 029
Email ID: akhil.rk@govcontractor.nic.in, sr.admocerc@govcontractor.nic.in

Sd /-

(Debasish Roy)
Assistant Secretary SAFIR

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ANNEXURE-I

DETAILED PROPOSAL FOR SAFIR STUDY
(TECHNICAL)

I. GENERAL INFORMATION:

1. Title of the Proposed Study:
2. Name and address of the Organization / Institution:
3. Name & Designation of the authorized signatory:
4. Contact address of the authorized signatory: (e-mail/fax/telephone)
5. Net-worth / Turnover of the Organization/Institution
6. PAN No of the Organization / Institution

II. TECHNICAL SPECIFICATIONS:

1. Department / organization
   1.1. Department(s) of the organization/institution(s) where the study will be carried out
   1.2. Other department(s), if any, which will collaborate in this study
2. Brief review of the state-of-art in the field (National and International)
3. Detailed Approach & Methodology for undertaking the assignment
4. Facilities available for the proposed work in the applicant's organization/institution
5. Previous experience of the proposer in this or related field

S No	Title of Assignment	Duration of assignment	Organization for which the study was undertaken	Name of PI and Team members of the study
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

***PI – Principal Investigator**

6. Biographical sketch of the Study Team
   6.1. Name of the staff
   6.2. Designation in the bidding/ proposer organization
   6.3. Date of Birth
   6.4. Years of Professional Experience
   6.5. Proposed position in this assignment
   6.6. Number of Man days to be spent on this assignment
   6.7. Field of major interest

6.8. Additional information (if any)

6.9. Academic Qualifications of the professional

S No	Degree	University / Board	Field / Subject(s)	Year
1.				
2.				
3.				

6.10. Experience of the professional:

S No	Institution	Title / Topic of the studies	Position in the study	Period
1.				
2.				
3.				
4.				
5.				

7. Capacity of the bidder / proposer to impart training / transfer of knowledge

ANNEXURE - II

DETAILED PROPOSAL FOR SAFIR STUDY
(FINANCIAL)

I. GENERAL INFORMATION:

1. Title of the Proposed Study:
2. Name and address of the Organization/ Institution:
3. Name & Designation of the Key Person:
4. Contact address of the Key Person:
5. (email/fax/telephone)
6. Net-worth & Turnover of the Organization/ Institution:
7. Certificate of authorization in case of Institutes/other organizations (Format enclosed at ***Annexure - V).***

II. Fee Proposed:

1. Amount of Fee proposed for conducting the study:

S No	Component	Basis	Amount (Rs)
1.	Consultant Charges		
2.	Misc. / Others (if any)		
	Total		

(The amount quoted should be exclusive of statutory levies and taxes etc. *Payment will be made equal to finalized bid amount in Indian Rupees (INR), notwithstanding any fluctuations in foreign exchange rates*)

(The Amount of Fee proposed for conducting the study (in words):

RUPEES ....

Signature of the authorized signatory

ANNEXURE - III

Declaration / Certification

To
The Assistant Secretary
SAFIR
8th Floor, Tower B, World Trade Centre
Nauroji Nagar, New Delhi 110029

Sir,

I have carefully gone through the Terms & Conditions contained in the Terms of Reference (TOR) regarding study report on "**Cross-Border Transmission.**". I hereby declare that my firm has not been debarred / blacklisted by the Ministry of Finance or the Ministry of Power (MoP) or organizations under the jurisdiction of MoP, or CERC or any SERC / JERC. I further certify that I am an authorized signatory of my company / firm and therefore competent to make this declaration.

Yours' sincerely

Name: ______________________________

Designation:

Company / firm:

Address:

ANNEXURE-IV

(On 50 Rs. Stamp Paper)

AGREEMENT

This agreement made on this day of [here give the date of the agreement] at New Delhi BETWEEN [**here give the Name and address of the consultant or Professional Expert]** hereinafter referred to as "the consultant / professional expert" of one part and the **South Asia Forum for Infrastructure Regulation,** C/o. Secretariat: Central Electricity Regulatory Commission, 8th Floor, Tower B, World Trade Centre, Nauroji Nagar, New Delhi- 110029 (herein after called "the SAFIR") of the other part.

WHEREAS

A. the SAFIR, on being satisfied that there is a need to appoint a [Corporate consultant] to prepare a study report on "**Cross-Border Transmission**" invited quotations vide notice [here give the No and date of the notice]
B. the [consultant] responded to the above notice and submitted his quotations vide his letter [here give the No and date of the quotation of the consultant]
C. the SAFIR, on scrutiny of the responses received in response to its above-mentioned notice dated [here give the date of the notice inviting quotations] including the one received from the [consultant] has decided to engage the consultant for the above said assignment.
D. the consultant has agreed, to take up the above said assignment.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

That the Parties to this Agreement have agreed to terms and conditions mentioned below:

1. Definitions:

i. "Confidential information" means any and all information communicated to the consultant by the SAFIR duly marked so.
ii. "Person" shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person;
iii. "Secretary" means the Secretary of the SAFIR.

2. NATURE OF WORK:

The consultant shall be engaged as [consultant] to prepare a study report on "**Cross-Border Transmission**" [hereafter called the 'Agreement'] on the following areas:

(a) Review of Existing Framework

- Mapping of existing cross-border transmission interconnections among India, Nepal, Bhutan, Bangladesh & Sri Lanka.
- Review of bilateral/multilateral agreements, treaties, and MoUs governing electricity trade.

(b) Technical Assessment

- Assessment of present transmission capacity, voltage levels, technology (HVAC/HVDC), and operational performance of cross-border links.

- Identification of bottlenecks, reliability issues, and constraints in existing transmission corridors.
- Evaluation of system integration aspects, including scheduling, dispatch, frequency control, and grid code harmonization.

(c) Demand-Supply & Resource Mapping

- Forecast of electricity demand growth in South Asian countries.
- Mapping of generation potential (hydropower, thermal, solar, wind) across the region.
- Identification of seasonal and diurnal complementarities between supply and demand.

(d) Future Transmission Planning

- Identification of potential new interconnections and expansion of existing corridors.
- Technical and economic feasibility of a regional transmission master plan, including subsea links (for India–Sri Lanka).
- Assessment of investment requirements, financing models, and cost-sharing mechanisms.

(e) Market Design & Institutional Mechanisms

- Review of current bilateral power trade models and their limitations.
- Options for developing a regional power market, including competitive power exchanges.
- Institutional and governance framework for system operation, scheduling, settlement, and dispute resolution.

(f) Economic & Strategic Benefits

- Cost-benefit analysis of regional power trade vis-à-vis isolated national systems.
- Assessment of impact on energy security, renewable integration, and reduction of carbon emissions.
- Strategic benefits in terms of regional cooperation, resilience, and geopolitical stability.

(g) Challenges & Risk Analysis

- Identification of regulatory, technical, financial, and geopolitical challenges.
- Risk assessment and mitigation strategies for ensuring sustainable cross-border power trade.

(h) Roadmap & Recommendations

- Short-term, medium-term, and long-term strategies for strengthening cross-border transmission.
- Recommended steps for harmonization of regulatory and market frameworks.
- Policy, regulatory, and institutional measures to facilitate integration of renewable energy.

3. COMMENCEMENT AND DURATION OF ASSIGNMENT:

The above assignment shall commence with effect from [the date of this agreement] and shall be completed within a period of 120 days or within such other date as decided by the SAFIR.

4. OBLIGATIONS OF THE CONSULTANT:

The consultant shall adhere to the time-frame and submit the deliverables to the Secretary as follows:

a. The assignment shall be completed within a period of 120 days from the date of signing of the agreement;

b. The Consultant will be required to submit the inception report by the end of 10 days;

c. Submit first progress report by the end of 30 days, for feedback of SAFIR Secretariat;

d. Submit interim report (including progress made so far) by the end of 60 days based on the previous feedback of the SAFIR Secretariat;

e. Submit the first draft of the Report based on detailed study by the end of 90 days from the date of signing of the agreement;

f. Submit the revised draft Report after discussion with SAFIR Secretariat by the end of 110 days from the date of signing of the agreement followed by a presentation before ECM & SCM of SAFIR.

g. Submit the final Report by the end of 120 days from the date of signing of the agreement or within 10 days from the date of acceptance of the study by the SAFIR Secretariat in its meeting, whichever is later.

h. The timelines for deliverables are to be strictly adhered to.

i. The individual task should be completed in phased manner and overlapping of one or more study shall not be a constraint to adhere to the timelines. In case of delay, the penalty/liquidated damages as per clause 8 of the Agreement provided at *Annexure - IV* will be applicable on the consultant.

j. No abnormal delay would be tolerated. In case of any such contingency, the study would be conducted from alternate source at the cost of the bidder.

5. ENTITLEMENTS OF THE CONSULTANT:

i. The consultant/professional expert shall be entitled to Rs. [Here give the amount payable and the schedule of payment and any other provision such as TDS, etc.] which is exclusive of the statutory taxes, duties and levies etc. The amount of statutory taxes, duties and levies etc. shall be calculated at the rate applicable/ existing at the time of raising of the bill and shall be treated as per the existing Laws.

ii. The consultant/professional expert shall be paid as per the conditions specified below:

a. 10% of the professional fee as advance of the total fee of the study at the time of signing agreement.
b. 20% of the professional fee on the submission and acceptance of the inception report of the Study;
c. 20% of the professional fee on submission and acceptance of first Draft Report of the study;
d. 20% of the professional fee on submission and acceptance of Final Report of the study;
e. 30% of the professional fee on successful completion and acceptance of the Final Report, at the end of the contract period.

iii. The stage payment shall not be released in case of unsatisfactory work and decision of

SAFIR in this aspect shall be final.

iv. If advance amount is not requested by the Consultant, 10% of the fee can be claimed at the end of the contract period on submission of the final report.

v. The consultant shall not be entitled to any other remuneration or reimbursement or perquisites or facilities.

6. RESTRICTIVE TERMS:

i. The consultant further affirms and confirms that the current assignment is not and shall not be, in conflict with any of its present obligations to any party with whom he/she/it has association.

ii. The consultant further affirms and confirms that he/she/it shall hold all Confidential Information in confidence and with the same degree of care he/she/it uses to keep his/her/its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of SAFIR, disclose such information to any person for any reason at anytime

iii. The SAFIR shall be entitled to, without prejudice to any other right for civil or criminal proceedings, receive from the consultant/ professional expert a compensation for the damages for violation by him/her/it of any of the terms of the agreement which shall be limited to the total fee of the assignment.

7. PERFORMANCE GUARANTEE

The Consultant shall furnish an irrevocable Performance Bank Guarantee of 10% of value amount stipulated in the agreement at the time of signing the agreement and shall be kept valid for 3 (three) month after the expiry of the agreement. In the event of extension of assignment/Contract, the Performance Bank Guarantee shall be suitably extended by the consultant. The Performance Bank Guarantee and/or the extended Bank Guarantee shall be kept as security for performance of the contract/work and shall if need be, invoked for breach of any of any of the terms of this Agreement and/or for non- performance by the consultant.

8. LIQUIDATED DAMAGES

The timelines for deliverables as per clause 4, above shall be strictly adhered by the consultant. The tasks should be completed in a phased manner and overlapping of one or more study shall not be a constraint for adherence to the timelines specified. In case of any delay in adhering to the timelines, of completion of study and error/variation in submitted report, liquidated damages shall be levied in the following manner.

8.1 Liquidated Damages for delay

In case of delay, in successful completion of Report/Services in each deliverables/schedule as per clause 4, liquidated damages not exceeding an amount equal to 0.5% (zero-point five percent) per week of the Agreement Value, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered from the payments to be made as per schedule. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time with no additional financial commitment shall be granted.

In addition to the liquidated damages as specified above, warning may be issued to the Consultant for minor deficiencies noted by SAFIR. In the case of non-completion of study/ assignment within the stipulated time or extended time, SAFIR shall have the right to get the study / assignment completed at the risk and cost of the Consultant. In the case of significant deficiencies in services causing adverse effect on the Project or on the reputation of SAFIR, other penal action including debarring for a specific period may also be initiated.

9. TERMINATION OF CONTRACT:

At the option of the SAFIR:

i) Without any notice:

The assignment may be terminated by the SAFIR, any time, with immediate effect, if it has come to notice of SAFIR that the consultant/professional expert has been convicted for an offence involving moral turpitude or unethical professional practices. In such context, Performance Bank Guarantee amount will be invoked and encashed. Further legal action may also be taken against consultant.

ii) With one-month notice:

The assignment may be terminated by the SAFIR, under any of the following circumstance (indicated at (a), (b), (c) and (d) below), by giving one month's notice and after providing an opportunity to the consultant/professional expert to offer explanation. In case the explanation is not satisfactory, the Performance Bank Guarantee amount will be invoked/ encashed:

a. It has come to the notice of the SAFIR that the consultant or its professional has resorted to fraud or suppression of material information or submission of false information or unethical means to secure the assignment.
b. It has come to the notice of the SAFIR that there is a material change in the circumstances of the Consultant based on which the assignment was awarded to the consultant/professional expert.
c. The consultant or its professional has failed, without any valid justification, to adhere to the time-frame specified by the SAFIR in the assignment.
d. The consultant has violated any of the provisions of the agreement.

iii) The SAFIR and the Consultant have the option to terminate the assignment on mutual consent by giving notice of one month to the other. This is however subject to adjustment of Liquidated Damages imposed if any for error/variation or delay in completion of the work schedule in that event.

10. EFFECT OF TERMINATION:

On pre-mature termination of the assignment any time under the circumstances other than above mention in para 9.1 and 9.2 above, the SAFIR shall pay the consultant, the remuneration for the work performed by him/her/it till the date of termination of the Contract subject to any Liquidated Damage imposed by SAFIR as per Clause 8 of the agreement provided at ***Annexure - IV.***

Provided that in case of any dispute as to what is the entitled remuneration for the work the matter shall be referred to arbitration under the provisions of this agreement.

11. NOTICE: Any notice between the parties shall be in writing and posted to the other party to the last known address.

12. ARBITRATION:

i. Any difference, dispute, claims which may arise between the parties hereto as to the construction or true intent and meaning of any of the terms and conditions herein contained or as to any payment to be made in pursuance hereof or as to any other matter arising out or as to any other matter arising out of or connected with or incidental to these presents or as to the rights, duties and obligations of any of the parties, such difference, dispute or claim shall be mutually settled amicably by the parties failing which the parties must resort by arbitration in terms of the Arbitration and Conciliation Act 1996 as amended from time to time. In the event of arbitration, SAFIR shall appoint sole arbitrator which shall be binding on the Consultant.

ii. The venue of the arbitration will be Delhi/New Delhi and the language shall be English.

13. JURISDICTION:

In respect of any legal proceedings arising as a result of or relating to or incidental to this agreement, the courts in Delhi/New Delhi alone shall have exclusive jurisdiction

IN WITNESS WHEREOF, the Parties above named have executed this Agreement of the day, month and year mentioned hereinabove.

Signed by:

[The Consultant/ Professional party or on his behalf of]

In the presence of [witness]
[witness]

Signature ....

Name ....

Date:...

Signed by:

In the presence of
[on behalf of the SAFIR]

Signature ....

Name.........................

ANNEXURE - V

CERTIFICATE
(Wherever applicable)

The undersigned agree to abide by the conditions of the grants and certify that available facilities for proposed work shall be extended to the investigator / study team.

[Signature of Executive Authority
Investigator / of the Organization]

[Signature of the Principal
Head of the Study Team]

(Name and Designation Date)

(Name and Designation Date)

Signature of Co-investigator of
Organization / Institution (Name and Designation)

Date

Official stamp