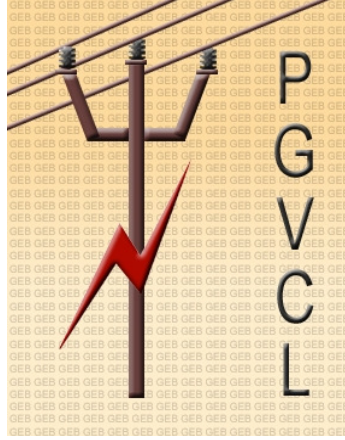


**PASCHIM GUJARAT VIJ CO. LTD**

**REGD CORPORATE OFFICE, NANA MAVA MAIN ROAD, LAXMINAGAR, RAJKOT-  
360004**

Telephone No. 0281-2380425, 2380427, Fax: 0281-2380428,  
Website: www.pgvcl.com, E-Mail: cetech.pgvcl@gmail.com



**TENDER NO. PGVCL/TECH/R-APDRP/ITC/226.**

**FOR**

**Appointment of IT Consultant**

**For**

**Part A**

**To be implemented in**

**PGVCL**

**under**

**R-APDRP during XI plan**

**TENDER DOCUMENT**

---

**Issued by:**

**PASCHIM GUJARAT VIJ COMPANY LIMITED**

**REGD. & CORPORATE OFFICE**

**NANA MAVA MAIN ROAD, LAXMINAGAR, RAJKOT- 360 004.**

**Phone Nos.: (0281)-2380425, 2380427. Fax: (0281)-2380428**

**SUB :- Notice Inviting Tender For Appointment of IT Consultant For Part A To be implemented in PGVCL under R-APDRP during XI plan.**

Sealed tenders are invited for Appointment of IT Consultant For Part A To be implemented in PGVCL under R-APDRP during XI plan. Interested bidders are requested to download tender documents from PGVCL Website (www.pgvcl.com). TENDER DOCUMENTS WILL NOT BE ISSUED IN PHYSICAL FORM FROM THIS OFFICE. After downloading the tender documents from the website and after filling required details, same should be submitted by **Registered A.D. or by Speed Post ONLY** superscripting Tender cover by “Tender No. “: **PGVCL/TECH/R-APDRP/ITC/226**”, & addressed to Chief Engineer(Tech), PGVCL, Corporate Office, NANA MAVA MAIN ROAD, LAXMINAGAR, RAJKOT-360004. (No Courier Service will be allowed). Hand Delivery NOT allowed. The tender documents should reach the latest by 14.00 hours of date: **Dt.05.02.2009.**

No tender shall be accepted /opened in any case after due date and time of receipt of tender irrespective of delay due to postal services or any other reasons and that the PGVCL shall not assume any responsibility for late receipt of the tender. **The brief details regarding tender are as under:**

<b>Sr. No.</b>	<b>Event Description</b>	<b>Estimated- Amount, Date&amp; Time</b>
<b>1</b>	<b>Estimated Cost</b>	<b>To be submitted by the Bidder</b>
<b>2</b>	<b>Earnest Money Deposit in Rs.</b>	<b>Rs.5.0 Lac</b>
<b>3</b>	<b>Last date for receiving queries/clarifications</b>	<b>Dt.31.01.2009, 14.00 Hrs.</b>
<b>4</b>	<b>Last date and time of receipt of tender through RPAD / SPEED POST.</b>	<b>Dt.02.02.2009, 14.00 Hrs.</b>
<b>5</b>	<b>Date and Time of opening of Technical proposal(if possible)</b>	<b>Dt.03.02.2009, 15.00 Hrs.</b>
<b>6</b>	<b>Date and Time of opening of Financial proposal(if possible)</b>	<b>Dt.04.02.2009, 15.00 Hrs.</b>
<b>7</b>	<b>Price to Tender Document (non refundable )</b>	<b>Rs.1000.00</b>
<b>8</b>	<b>Type of Tender</b>	<b>For Appointment of IT Consultant – (party or consortium empanelled in first list by the Nodal Agency, Power Finance Corporation, as eligible to bid for appointment as IT Consultant.) For Part A To be implemented in PGVCL under R-APDRP during XI plan.</b>

**a)** The Technical and Price bid with EMD should reach to the office of the Chief Engineer (Tech.) PGVCL, CORPORATE OFFICE, LAXMINAGAR, NANA MAVA MAIN ROAD, RAJKOT-360 004, not later than the submission date and time. It is strongly recommended that you send your offer by R.P.A.D., or SPEED POST only. (No Courier Service will be allowed).

**b)** Documents towards payment of TENDER FEE AND EARNEST MONEY DEPOSIT (EMD) should be kept in the EMD cover only.

**c)** First the EMD cover will be opened in the presence of the authorized representative of bidders and if the documents towards payment Tender fee and of EMD are found in order then only Cover Containing Technical Bid will be opened first. All those who are found technically competent to carryout the job will be considered as qualified bidders and only their financial bid will be opened.

d) The sealed envelopes containing the price bid will be opened in the presence of the representative of the qualified bidders, and the sealed envelopes of financial bid of the non qualified bidders will not be returned.

e) Before submission date of tender, the PGVCL may, if necessary, reply to your written request for clarifications concerning the proposed services. However any delay caused by seeking such clarifications will not be considered a reason for extending the submission date of your proposal.

f) It should be clearly understood that the PGVCL will not reimburse any cost incurred by you for the preparation of offer, site visit, collection of information, or, if you are selected, for contract or negotiations.

g) Bidders should observe a high standard of ethics during the selection process and in the execution of this contract.

h) Any bid i.e. Technical, PRICE or EMD Cover received after the due date and time will not be accepted and the offer will be categorically ignored without any communication.

i) Bidders have to mention their offer as per the tender document.

**CHIEF ENGINEER (TECH)**  
PGVCL, Corporate Office, Rajkot

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## **DEFINITIONS AND ABBREVIATIONS**

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, as they may be issued and in force from time to time;
- (b) "Bank" or "Banks", refers to all scheduled Indian Banks as per the RBI current list (Schedule-II)
- (c) "Contract" means the Agreement entered into between the Purchaser and the IT Consultant (Supplier), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" shall mean the following documents listed, including any amendments thereto be read and construed as part of this Agreement, viz.:
  - i. the Detailed award of contract;
  - ii. the Service level agreement;
  - iii. the Special Conditions of Contract;
  - iv. the General Conditions of Contract;
  - v. the Schedule of Supply;
  - vi. the Instructions to bidders;
  - vii. the Purchaser's Notification to the Supplier for Award of Contract;
  - viii. Vendor's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - ix. Section VIII - Contract Forms;
  - x. Acceptance of purchaser's notification
- (d) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Delivery" means the transfer of the Goods and/or Services from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (g) "Completion" shall mean the completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 8 of GCC;
- (i) "GCC" means the General Conditions of Contract.
- (j) "Goods" means all hardware, software, networking equipment and/or other equipment accessories and materials that the Supplier is required to supply to the Purchaser under the Contract.
- (k) "Government" means the Government of India unless the context implies the Government of the State of the Utility
- (l) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights

- (m) "Party" means the Utility or the IT Consultant, as the case may be;
- (n) "Personnel" means persons hired by the IT Consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; and "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's country;
- (o) "Project" means all Activities covered under present contract
- (p) "Purchaser's Country" shall mean India.
- (q) "Purchaser" means the entities purchasing the Goods and/or Services, as specified in the SCC. It has been used to mean Owner or Utility in this document.
- (r) "Related Services" means the services to be provided as per the requirements / conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.
- (s) "Starting Date" means the date referred to in Clause 8 of GCC;
- (t) "SCC" means the Special Conditions of Contract.
- (u) "Services" means the work to be performed by the IT Consultant pursuant to this Contract for the purposes of the Project, as described in the Scope of Work hereto;
- (v) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Supplier.
- IT Consultant shall not sub-contract any part of its obligation under the present contract.
- (w) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Utility and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier. Supplier has been used to mean IT Consultant in this document.
- (x) "The MoP" is the Ministry of Power, Government of India.
- (y) "The Site," shall mean all identified locations within the State of Rajasthan, where the Supplier carries out any installation of Goods or is required to provide any Services.
- (z) "Third Party" means any person or entity other than the Government, the Utility, the IT Consultants or any other party as implied by the usage and context
- (aa) "OEM" means the Original Equipment Manufacturer of any equipment / system / software / product.
- (bb) "Kick Off Meeting" means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the ITC.
- (cc) "in writing" means communicated in written form with proof of receipt

- (dd) “Utility” means the Utility calling for RFP or, in case of multiple utilities, the lead utility / consortium of utilities calling for RFP as per the usage
- (ee) “Owner” means the “Utility” calling for RFP
- (ff) “IT Consultant” means the agency appointed to perform services for the Utility under this contract.

## **BACKGROUND**

### **About R-APDRP**

The Ministry of Power, Government of India initiated Power Sector reforms in the 1990s to invite private investments for setting up additional generating capacity to bridge the wide gap between demand and supply. Numerous investors, both Indian and foreign, came forward to set up new generating capacity but little progress could be achieved due to serious inefficiencies and losses in the electricity distribution business in almost all states of the country.

Government of India (GOI) initiated reforms in the distribution sector in 2000. Distribution sector provides the last mile connectivity for power supply and deals with large number of consumers. As a part of distribution reforms, GOI launched APDP (Accelerated Power Development Program) in 2001 which was later rechristened as APDRP (Accelerated Power Development and Reforms Program) during the 10th Five Year Plan.

To continue the support to distribution reforms during the 11th Five Year Plan, GOI has continued R-APDRP (Restructured APDRP) with revised terms and conditions. The R-APDRP primarily aims at reducing Aggregate Technical and Commercial (AT&C) losses in urban areas. It is a necessary condition of the scheme that the utilities would need to demonstrate performance improvement for availing financial benefits provided under the scheme. This would require collection of accurate data and measurement of loss reduction performance. Data integrity and performance measurement pose many challenges for the state power utilities. This problem can be surmounted only by: (i) setting up reliable and “no manual touch” systems for data collection; and (ii) adoption of Information Technology in the areas of energy accounting.

IT based systems and solutions that measure the loss levels reliably will be essential before regular distribution strengthening projects are implemented under the next phase of R-APDRP. Once the benefits of the investments can be measured, the investments would justify themselves.

Projects under the R-APDRP program shall be taken up in Two Parts. Part-A shall include the projects for establishment of baseline data and IT applications for energy accounting/ auditing & IT based consumer service centres. Part-B shall include regular distribution strengthening projects.

The R-APDRP program will cover urban areas - towns and cities with population of more than 30,000 (10,000 incase of special category states).

MOP, GOI has appointed Power Finance Corporation as the Nodal Agency for implementing this program.

RFP for Appointment of IT Consultant Page 7 regular distribution strengthening projects are implemented under the next phase of R-APDRP.

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### **About Paschim Gujarat Vij Co. Ltd (PGVCL)**

Paschim Gujarat Vij Co. Ltd (hereinafter to be referred to as (PGVCL) is one of the Power Distribution Company of the State of Gujarat. Other three discoms are Madhya Gujarat Vij Co. Ltd (MGVCL) , Dakshin Gujarat Vij Co. Ltd (DGVCL),and Uttar Gujarat Vij Co. Ltd (UGVCL).

The DISCOM supplies electricity to all categories of users be they be domestic, non domestic, small

/ medium / large industrial or agricultural consumers. The supply of electricity to each and every citizen in the state is one of the most challenging operations as it involves, on one side forecast the demand of energy accurately and subsequently purchase the same and on other side distribute quality supply to all the consumers spread all across on 24x7 basis. Electricity is no more an item of luxury in fact it is a vehicle of economic development. The power distribution set up has large & complex distribution network infrastructure which carries the energy from the power sub stations (33/11 KV) through the HT and LT lines up to the consumer's premises and in order to operationalize this discom has huge human capital that work round the clock.. Due to various reasons the technical and commercial losses that occur in the supply of electricity effects the financial health of the discom severely.

All the four Discoms in Gujarat has already taken various initiatives in order to improve its operational efficiencies and deliver enhanced services to the consumers under its jurisdiction. The discom is also in the process of implementing various IT Initiatives to enhance operational efficiencies. PGVCL intends to hire the services of IT consultant to provide technical and financial consultancy services as describe in the scope of the work. It is understood that the bidder has gone through the entire tender document and has complete understanding of the terms and conditions, scope of work etc mentioned here along with their implications.

## **SECTION-I: INSTRUCTION TO BIDDERS**

### **1. Purpose of the RFP**

For formation of DPR and selection of IT Consultants for Part-A to be implemented in PGVCL under R-APDRP, in XI plan

### **2. Name of the Utility**

Paschim Gujarat Vij Co. Ltd.  
Corporate & Registered Office,  
Laxminagar, Nanamava Main Road, Rajkot 360004

### **3. Website of the Utility**

[www.pgvcl.com](http://www.pgvcl.com)

### **4. Address for Submission of Bids**

Paschim Gujarat Vij Co. Ltd.  
Corporate & Registered Office,  
Laxminagar, Nanamava Main Road, Rajkot 360004

### **5. Venue for Pre-Bid Conference**

Paschim Gujarat Vij Co. Ltd.  
Corporate & Registered Office,  
Laxminagar, Nanamava Main Road, Rajkot 360004

### **6. Period of Engagement**

Till the successful completion of all responsibilities by the IT Consultant as per the engagement contract for the utility or a maximum period of 3 years from the date of Appointment. In case there is spill over of work beyond 3 years, utility can continue to avail services of IT consultant with mutual agreement between them. The cost of all such services however shall be borne by utility.

### **7. Cancellation of Appointment**

The period of appointment is subject to cancellation of appointment due to any of the reasons mentioned hereunder.

If the IT Consultant is found to have submitted false particulars / fake documents for securing empanelment as IT consultant or for the award of assignment.

The IT Consultants performance on the job will be constantly monitored for quality, commitment to delivery period mentioned in contract with the Utility, adherence to the guidelines, Statutory regulations, Conduct / Discipline etc., while executing jobs. Any deviations from stated conditions can lead to appropriate deterrent action as deemed fit by Utility.

If the IT Consultant refuses to execute the job at his agreed scope/quoted rates, after the utilities issue the letter of intend (LoI)

Manipulation of rates by cartelization shall be viewed very seriously by the Utility. If such a situation comes to the notice of the Utility and/or there are reasons / circumstances for the Utility to believe so, the concerned IT Consultants will be called in to give justification of proposal/rates quoted by them. If they are not able to give a proper or satisfactory justification of their quoted proposal/rates, their appointment is liable to be cancelled.

If Empanelment has been cancelled by Nodal Agency

Any other reason deemed fit by the Utility for cancellation

Such IT Consultants, whose appointment is cancelled due to any of the above reasons, will not be considered for subsequent assignments for a period of three years.

### **8. Language of RFP**

English

### **9. Number of Copies of RFP**

Two hardcopies (one original and other first copy) and 1 Softcopy in CD should be submitted. Each technical proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs. In the event of any discrepancy between the hard copy and soft copy, the hard copy shall prevail.

### **10. Purchase of RFP**

A demand draft amounting to INR 1000 (Indian Rupees One Thousand Only) in favour of "PGVCL" payable at "Rajkot" as cost of the printing, binding, etc. of the document shall be furnished at the time of purchase of document or at the time of submission of RFP document if downloaded from website. Only sold RFP document will be accepted.

### **11. Eligible Bidders**

A Bidder shall be a party or consortium empanelled in first list by the Nodal Agency, Power Finance Corporation, as eligible to bid for appointment as IT Consultant under the Restructured Accelerated Power Development and Reforms Programme (R-APDRP) of Govt. of India.

No firm or consortium can submit more than one RFP.

## **12. Conflict Of Interest**

The IT consultant and any of its affiliates/consortium members hired to provide services for the proposed assignment in a particular utility, will not be eligible to work as any of the empanelled implementation agencies/ consultants in that utility i.e. the IT Consultant and affiliates cannot

Directly or through its consortium partners bid as IT Implementation agency for R-APDRP, in the utility for which they are the IT consultants

Get associated as Consultant / Advisor/ Implementation Agency or in any other capacity with any of the agencies taking part in the bid process of the concerned Utility during the implementation of the R-APDRP

The Utility considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. This may include but not limited to circumstances leading to:-

- (a) Conflict between consulting activities and procurement of goods, works or services (other than consulting services as ITC under R-APDRP): A firm that has been engaged by the Utility to provide goods, works, or services (other than consulting services as ITC under R-APDRP) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services (other than consulting services as ITC under R-APDRP) resulting from or directly related to the firm's consulting services for such preparation or implementation.
- (b) Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.
- (c) Relationship with Utility's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of the Utility's staff (or of the project implementing agency's staff ) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the PFC throughout the selection process and the execution of the contract.

IT consultant for a Utility cannot participate in the bidding process of IT implementing agency by the same Utility. An IT Consultant and IT implementation agency may be considered to be in a conflict of interest with one or more parties in this process if they have controlling shareholders in common.

Participation by Bidder(s) with a conflict of interest situation will result in the disqualification for both.

### **13. Subcontracting**

The IT Consultant shall not be permitted to sub-contract any part of its obligations under the Contract with the utilities.

### **14. Corrigendum**

Should the Utility deem it necessary to amend the RFP Document, it shall do so by uploading the corrigendum in the website. At any time prior to the deadline for submission of the RFP, the Utility may amend the RFP Document by issuing corrigenda.

In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Utility may, at its discretion, extend the last date for the receipt of RFPs.

Any corrigendum issued shall be part of the RFP Document and shall be communicated in writing through registered letter and/ or Email to all who have obtained the RFP Document directly from the Utility.

### **15. Cost of preparation of RFP**

The Bidder shall bear all costs associated with the preparation and submission of its RFP and the Utility shall not be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

### **16. Submission of RFP**

The Bidder shall submit the RFP using the appropriate Submission Sheets provided in Section IX - Response Formats. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

The RFP must be submitted in a separate sealed envelope with covering letters as per the Form No.F-1 (with respective markings in bold letters) in accordance with the formats/ schedules given in the Section IX - Response Formats. The envelope shall be marked as "RFP for Appointment of IT Consultants for R-APDRP during XI Plan".

The sealed envelope should be placed in a sealed cover, duly signed, and despatched (By RPAD / SpeedPost only) to

Paschim Gujarat Vij Co. Ltd.

Corporate & Registered Office,

Laxminagar, Nanamava Main Road, Rajkot 360004

**upto 14:00 Hrs. on 2<sup>nd</sup> February 2009.** RFPs received late, on any account and for any reason whatsoever, will not be considered.

### **17. RFP Opening**

The Utility shall conduct the opening of RFPs in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in this document.

All other envelopes holding the RFP shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder;

(b) whether there is a deviation, modification or substitution (if any);

(c) any other details as the Utility may consider appropriate.

Only RFPs read out and recorded at opening stage, shall be considered for evaluation. No RFP shall be rejected at the opening stage, except for late bids or bids not accompanied with proof of having purchased the document.

### **18. Rights of Use**

All rights of use of any process, product, service or facility developed or any other task performed by the IT Consultant during execution of the engagement for the Utility would lie exclusively with the Utility and PFC in perpetuity free from all liens, encumbrances and other third party rights and the IT Consultant shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favour of the Utility and PFC.

### **19. Intellectual Property**

The Utilities and Ministry of Power, Government of India through Nodal Agency shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract that will be awarded further by the Utility and or Ministry of Power, Government of India, including but not limited to all templates, reports, designs, records, reports, designs, application configurations, data and written material, products, specifications, drawings, source code and object code and other documents which have been newly created and developed by the IT Consultant solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.

The IT Consultant should undertake to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Utility and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Utility. To the extent that Intellectual Property Rights are unable by law to so vest, the IT Consultant assigns those Intellectual Property Rights to Utility on creation.

The IT Consultant shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / service provided by the IT Consultant, the same shall be acquired in the name of the Utility, and the same may be assigned by the Utility to the IT Consultant solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Utility.

The IT Consultant shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the IT Consultant shall keep the Utility indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the IT consultant or its personnel or personnel of any of its consortium members or sub-contractors during the course of performance of the Related Services. In case of any infringement by the IT

Consultant, the IT Consultant shall have sole control of the defense and all related settlement negotiations.

Subject to above sub-clauses on intellectual property, the IT Consultant shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the IT Consultant that existed before the effective date of the contract.

## **20. Area of Work**

The IT consultant may be required to work any where in the India or union territory of India or within the licence area of the Utility or utilities(in case of multiple / consortium of utilities call for RFP)

**21. Confidentiality**

The IT Consultant/Consortium and the personnel of any of them shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the owner. Utility will ensure confidentiality of the bids submitted.

**22. Bid Security / Earnest Money Deposit (EMD)**

The Bidder shall furnish as part of its Technical Proposal, a Bid Security in original form and in the amount and currency specified in the Bid data Sheet. The value of Bid Security would be as specified in the Data Sheet.

**23. Price Offer**

The Bidder may provide multiple solutions as part of the technical bid but ONLY ONE financial bid. In case of more than one financial bid, the submission will be considered nonresponsive. Prices will be firm - and inclusive of all cost minus taxes - and no change alternate/conditional price offers shall be allowed.

**24. Performance Security**

Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms. The value of Performance Security would be 10% of the bid value. The Performance Security would be valid till the completion of the assignment or any such extended period as decided by the Utility.

**25. Bid Validity Period**

Bid should be valid for a period as specified in the Data Sheet from the date of opening of proposal

**26. Acceptable Banks**

All bank related documents should be submitted only from a bank listed in Schedule-2 of Reserve Bank of India (RBI).



## SECTION-II: DATA SHEET

- 1.1 The name of the Assignment is: IT consultancy Services for R-APDRP works during XI Plan in the PGVCL involving handholding the Utility for implementation from concept to commissioning of the project under Part A of the scheme. The activities would include customizing the model bid document, assist in preparation of DPR & submission there of to Nodal Agency i.e. **PFC** before **9<sup>th</sup> February 2009**, answering any queries raised by Nodal Agency, selection & appointment of IT implementation agency and program management of the implementation till complete go-live.
- 1.2 The name of the Owner is: Paschim Gujarat Vij Co. Ltd.
- 1.3 The description and the objectives of the assignments:
- Handhold the utility for implementation from concept to commissioning of the project under Part A of the R-APDRP scheme.
- Assist utilities in customizing the model bid document to deliver utility specific bid document
- Assist utilities in answering any queries raised by Nodal Agency/ MoP
- Conduct the end to end process in selecting the IT implementation agency (NIT->Pre-bid conference->Bid submission->Technical and Commercial Evaluation-> Final Vendor Selection->Contractual assistance->appointment)
- Program management of the implementation, till complete go-live
- 1.4 The Owner will provide the following inputs: Any information or assistance required for the successful completion of the assignment subject to availability and conformity with the existing legal system at that time
- 1.5 The documents enclosed are:
1. Data Sheet
  2. Instruction to Bidders
  3. Scope of Work
  4. Formats for Submission of RFP
  5. Evaluation Criteria
  6. General conditions of contract
  7. Special conditions of contract
  8. Payment Terms

- 1.6 Consortium: The IT consultancy firms empanelled in first list by PFC for R-APDRP under XI plan, as consortium / joint ventures should submit financial capability of the consortium members and their role and responsibility for the above assignment. However, no firm can submit more than one bid (either individually or as a member of consortium/ joint ventures).
- 1.7 The address for submission of Bids : Paschim Gujarat Vij Co. Ltd. Regd. & Corpo. Office, Laxminagar, Nanamava Road, Rajkot - 360004
- 1.8 Bid Security / Ernest Money Deposit (EMD) Earnest Money Deposit of Rs. Five Lakh in the form of Bank Demand Draft payable to "PGVCL" At Rajkot to accompany the Technical Proposal.
- 1.9 Last date of Submission of Bids **14:00 Hrs. on 2nd February 2009**
- 1.10 Bid Opening Date  
 Technical Proposal Bid Opening on 15:00 Hrs. 3<sup>rd</sup> February 2009 if possible .  
 Financial Proposal Bid Opening - on 15:00 Hrs 4th February 2009, if possible.
- 1.11 Validity period: Ninety (90) Days from the date of opening of proposal  
 The Technical Proposal will be evaluated on the basis of the following :-  
 1. Qualification and Competence of key personnel  
 2. The firm's relevant past experience  
 3. Adequacy of the proposed methodology and work plan in response to the TOR  
 4. Size and age of the firm
- 1.12 Bid Evaluation  
 The financial proposal of the firms whose offer have been declared technically responsive shall be opened. For comparison of the combined technical and price score of all firms following formula will be used:  

$$\text{Total score} = (\text{Technical score} \times 0.70) + (\text{LP} / \text{FP} \times 100 \times 0.30)$$
 Where LP is the lowest price offer and FP is the price offer of the firm being evaluated.
- 1.13 Commencement of the Assignment: As per the Letter of Award/ Letter of Intent.

### **SECTION-III: ELIGIBILITY CRITERIA**

The bidder is an entity already empanelled in first list by Power Finance Corporation to bid for appointment as 'IT Consultant' to assist the State Electricity Distribution Utilities in India. Only those bidders' empanelled in first list by Power Finance Corporation are eligible to bid for a role as IT consultant. The Empanelled entities were those which met the following Qualifying Criteria:

#### **Financials:**

Should have a turnover of at least INR 75 crore (USD15 million) in each of the last three audited financial years.

Should have positive net worth in the last three audited financial years

#### **Experience:**

Should have worked with at least one utility (Power/Gas/Water/Telecom sectors) company or one infrastructure (rail/road/port/airport) company in providing IT consulting (Strategy, Advisory, Efficiency Improvements, Implementation, Program Management) Engagements, in the last three financial years. The total worth of projects executed in this domain for the last three years should be at least INR 50 crore (USD10 million)

Must have provided DPR assistance or procurement assistance or implementation or program management engagement for software/network/hardware solutions in the last three audited financial years for a utility company

The team personnel proposed for this project must have relevant consulting or implementation experience in their respective area of work, and the following minimum employee count.

No	Module	Minimum resume count that needs to be submitted with 5 year experience	
		QR	Utility Requirement
1	GIS (Customer Indexing/ Asset Mapping/ Integrated Network Analysis)	3 employees	Minimum one expert
2	Meter Data Acquisition/ Energy Audit	3 employees	for each of 5 modules.
3	Billing/Collection/New Connection/Disconnection	5 employees	
4	Web Self Service/ Security/ MIS	5 employees	
5	Customer Care	5 employees	

**Others:**

IT Consultant should give an undertaking that they will open an office in the area of the contract awarding utility(RAJKOT), should they become the successful bidder in the RFP process of

the utility within next 30 days if not already existed..

IT consultant for a utility cannot participate in the bidding process for IT implementation in the same utility

**SECTION-IV: SCOPE OF WORK**

The scope of work shall include technical and financial consultancy services for the entire duration of the assignment.

The IT Consultant shall carry out the following tasks:-

**1. Role of IT Consultant:**

- 1 Assist the Utility in deciding the scope of work for ITIA and Assessment, in discussion with the Utility, of the areas in which experts would be required from the ITIA and estimation of the minimum number of experts in each area
2. Assist the utility in Customizing the model bid document and preparation of DPR to fulfill utility specific requirements as per R-APDRP,
- 3 Handhold the utility for implementation from concept to commissioning of the project under Part A of the scheme.
- 4 Assist utility in responding to queries raised by Nodal Agency/MoP
- 5 Conduct the end to end process in selecting the IT implementation agency (NIT->Pre-bid conference-> Technical Evaluation of the Bids->Vendor Approval->Contractual assistance)
- 6 Program management, including participation in testing and commissioning of the project till complete go-live

**2. Physical Area of Work**

Any where in the India Physical area or union territory of India or within the area of operation of PGVCL

1. Head quarter of PGVCL
2. All the zones, circles, divisions, sub divisions, and substations operational under the Discom.

### 3. Outline of Tasks to be carried out and Deliverables

The IT Consultants may be representing the utilities post selection and appointment by the utilities. Any work, as and when required for smooth and timely execution of the project may be supported by the IT consultants. Utilities may make all possible efforts to provide support and help to the extent possible; however the final responsibility of the same may rest with the consultants.

S. No	Outline of Tasks to be Carried out	Deliverable	Time from award of Contract
1	As is' study: IT CONSULTANT to carry out the 'As is' assessment of the utilities in order to ascertain the extent of availability of existing data and systems. In addition existing IT systems usability should be studied and the compatibility of the same being integrated into the new IT system should be assessed	<p>A report giving clear picture on:</p> <ul style="list-style-type: none"> <li>Existing IT Infrastructure (hardware, software, network etc.) in the utility including, IT applications that utility may like to continue with &amp; those it may like to sunset with appropriate rational</li> <li>Identification of additional IT Infrastructure requirements of utility vis a vis model SRS template</li> <li>Cost Benefit and Performance impact analysis of integrating the legacy systems</li> </ul>	0-1 month
2	Coordinate with the utility and assist them in Preparation of final RFP with required data related to assets, customers etc and to certify for suitability and viability within the framework of SRS document and R-PDRP guideline for the respective project area(s) by the IT Consultant.	<p>A report covering following</p> <ul style="list-style-type: none"> <li>Recommendation on phasing of project areas for SRS implementation for staggered implementation in various towns (prioritization)</li> </ul> <p>Certify for suitability and viability within the framework of SRS document and R-APDRP guideline for the respective project area(s)</p>	0-1 M
3	The IT consultant should ensure that identified legacy systems are integrated with the final solution implemented by ITIA, and are capable of generating enterprise- wide MIS reports. The IT consultant should ensure that legacy systems and the new solutions lined up by ITIA are tightly integrated and do not remain stand-alone and perform on real time basis as envisaged in SRS document.	Ensuring integration of identified legacy systems with the final solution implemented by ITIA	0 - 22 M
4	Customising model bid document: Consultant while customizing model SRS bid document should ensure that the offered solution is seamlessly integrated with existing as well as upcoming other IT applications i.e., SCADA/ DMS etc. Necessary provision for interfacing tools/ software as per requirement may be included.	IT consultant shall customize the biddable SRS document as per the existing business processes, volume of consumers/ Assets etc. without modifying the broad scope and content. Every utility may have its own business process and IT consultant shall customize the bidding document in line with individual Utility's business process.	1-2 M

		Consultant to ensure open systems and protocols along with defining interfacing points of existing systems /providing in SRS for future integration/built up	
5	Listing deviations in Customized biddable document vis-à-vis Model SRS template	Any deviation/variation from Model SRS template shall be properly justified by the IT consultant by providing specific references to clauses of SRS specification. Deviations/any changes to be brought out in a table giving Section, Sl. No., Page no., clause no., original text, amended clause and detailed justification for need of change.	1-2 M
6	Handholding utilities in enabling them to have infrastructure facilities for data center & customer care centers	<p>1. The IT consultant shall act in co-ordination with Utility hierarchy and IT Implementing agency and help in finalizing the following -</p> <p>a) Space requirement for data center building, Server room, UPS room, customer care center building etc.</p> <p>b) Heat load of server, UPS etc.</p> <p>c) Design of normal and standby power supply requirements</p> <p>d) Design of data center building, customer care center buildings etc. along with requisite infrastructural facilities and requirements like precision HVAC, fire fighting system, Electrification, Electronic earthing for servers, Access control system etc.</p> <p>2. Consultant shall also handhold utility in selecting best possible site for data center.</p>	<p>0-6 M</p> <p>4-End of Assignment</p>
7	Assist utility in Bid Process for selection of ITIA.	Organising Pre Bid Conference. Assist utility in Bid opening and Technical Evaluation of bids for election of ITIA	2-3.5 M
8	Handholding utilities in Business Process re-engineering & ensuring its uniformity among all discoms in state	<p>•IT consultant shall assist utility in Business process re- engineering and making them IT worthy and should suggest utility for necessary administrative changes/ delegation of powers/organizational restructuring to take place for proper implementation of programme.</p> <p>Shall maintain uniformity of approach in Business process reengineering, DPR preparation, and programme implementation among all the Discoms in a state.</p>	3.5 -4 M

9	<p>IT CONSULTANT to assist utility in finalization and approval of major vendors of implementing agency &amp; assist in formulation of quality assurance plan, pre dispatch test procedures &amp; testing in vendor's/ owner's premises for adherence to contractual documents</p>	<p>Consultant to ensure:</p> <p>Finalization and approval of vendors &amp; equipments as per LOA / Bid Document</p> <p>Ensure compliance of procurement of hardware/software/ network and integrated solution as per specs/LOA</p> <p>Bring out non-compliance and assist utility in its disposal</p> <p>Review design, drawings submitted by ITIA &amp; assist utility for approving the same</p>	4-16 M
10	<p>Testing: IT Consultant be responsible for supervision of testing done by the implementation agency in areas such as planning (preparing test plans and defining roles and responsibilities), preparation consists of preparing test specification, test environment and test data) and execution (includes testing at unit level, integration level, system level and production). The IT Consultant will also ensure proper testing of all hardware/software and related equipment is done by the implementation agency. The IT Consultant will assist the utility in assessing and approving the testing plans submitted by the implementation agency.</p>	<p>Preparation of test specifications. Finalizing Quality Assurance Plan/ inspection /check points etc. during implementation stage</p> <p>Supervision and monitoring of tests &amp; assistance in conductance of tests</p> <p>Bring out non-compliance and assist utility in its disposal</p> <p>Provide certification on level of success achieved /need of re-test</p>	4-22 M
11	<p>Program Management: IT Consultant to supervise the implementation process carried out by the ITIA. IT Consultant need to review the implementation plan and the timelines submitted by the ITIA and ensure that the same are as per the guidelines directed by the Nodal Agency. Overseeing successful commissioning/ testing/training and go-live of the solutions may be carried out by the IT Consultants. The IT Consultants will ensure proper plan is prepared and executed by the implementation agency for training of the core-users, end-users and administrators of the system.</p>	<p>IT Consultants to:</p> <p>Review of implementation plan of ITIA.</p> <p>Identify/Foresee risks and identify activities on critical path along with risk mitigation strategies</p> <p>Shall also ensure that utility holds regular project review meets at project level, division/circle level &amp; head office level.</p> <p>Shall also assist utility in monitoring the implementation &amp; report exceptions to utility for feedback &amp; timely correction.</p> <p>Shall also help utility in successful rollout of Part-A programme</p>	4-22 M

12	Utility Management Team: The IT Consultants may also provide periodic status update reports including escalations. IT Consultant may provide certification for completion of all work at site as per the scope of work for the implementation agency.	Submission of status reports on progress of work of ITIA to the utility Escalation report for senior management for resolution of key issues impacting implementation	Ongoing
13	Any information (progress report etc.) as and when sought by the Nodal Agency/Ministry of Power will be furnished by the IT Consultant	Information shall be submitted in form of a report as and when required  Regularly enter & update data on APDRP's dedicated web site maintained by Nodal Agency to keep it current	Ongoing

### **SECTION-V: BID EVALUATION METHODOLOGY**

The following is the Bid process/ evaluation methodology that will be adapted by utilities for appointment of IT consultants.

RFPs will be circulated only to the IT Consultants empanelled in first list by Nodal Agency and published on their Web-site ([www.pfcindia.com](http://www.pfcindia.com)) on the date of opening of the RFP

**Single Stage - Two Envelope Procedure:** Bidders should submit two sealed envelopes simultaneously, **one** containing **the Technical Proposal** and the other **the Price proposal**, enclosed together in an outer single envelope. Initially, only the Technical Proposals are opened at the date and time advised in the Bidding Document. The Price Proposals remain sealed and are held in custody by the utility. The Technical Proposals are evaluated by the utility. No amendments or changes to the Technical Proposals are permitted. The objective of the exercise is to allow the utility to evaluate the Technical Proposals without reference to price for transparency.

Following the approval of the technical evaluation, and at an address, date and time advised by the utility, the Price Proposals will be opened. The Price Proposals are evaluated and, following approval of the price evaluation, the Contract is awarded to the Bidder whose Bid has been determined to be successful based on the formula given below.

Alternate bids will not be allowed. Alternate technical modules, methodologies, approach, project plan or timelines that deviate from the defined scope and the SRS document will be considered as alternate bid and will be considered as non responsive.

Since the bids are floated only to empanelled IT consultants, no further technical disqualification is permitted except on the ground of bid being non responsive.

**Preliminary Evaluation:** The technical proposals will be reviewed for deviations,



acceptance of terms and conditions, adherence to scope of work, formats required, purchase of bid document etc., In case of non compliance on any of the above, bids will be considered as technically non-responsive.

**Technical Evaluation:** The Approach & Methodology, the project experience CV credentials of the team etc., would be evaluated and scores would be given (out of 100). The technical evaluation for the role of IT Consultant by the Utility should be in line with the Section-III: Qualifying Requirements. The number of dedicated and shared resources that would be deployed by the vendor would be evaluated. Dedicated resources will be given preference over shared resources and will be awarded higher marks during the technical evaluation.

In Project Experience, weightage would be given for experience in the following modules: GIS, MIS, Web Self Service, Asset Management, Maintenance Management, Billing, Metering, Energy Auditing/Accounting, Customer Care, Network, Hardware. Successful completion of projects and proof in terms of performance certificates by the client will be given suitable preference/weightage.

**Price Bid Evaluation:** Financial Proposals of only such firms will be opened whose offers have been declared Technically Responsive. The Financial Proposals of Technically Responsive Bidders in separate sealed envelope will be opened after evaluation of the Technical Proposals. Financial Proposal of un-successful Bidders will be returned back unopened. Financial proposal should be un-conditional, failing which the bid shall be summarily rejected. In case a single bid is invited by multiple utilities, the Price Bid would specify the charges separately

For comparison of the combined Technical and Price Score of all Firms, following formula will be used:  $\text{Total Score} = (\text{Technical Score} \times 0.70) + (\text{LP/FP} \times 100) \times 0.30$ . Where LP is the lowest price offer and FP is the price offer of the firm being evaluated.

Contracts shall be awarded only to the bidder with the highest Total Score.

Detailed Technical Evaluation Methodology:

Technical Evaluation would be conducted on for parameters as shown in the table below:

Approach & Methodology	Overall A&M -	1.00 each	5.00
	a. Understanding of the Utility and its requirements (Also provide Prior interaction with Utility, if any)		
	b. Details of methodology		
	c. Project management office structure		
	d. Resource planning and estimation		
	e. Risk management		
	Timelines	5.00	
	(Detailed Work-plan to be provided)		
	{No deviation - 5 marks}		
	TOTAL		10.00
Project Experience	Relevant IT Experience: Modules Implemented (GIS, MIS, Web Self Service, Asset Management, Maintenance Management, Billing, Metering, Energy Auditing/Accounting, Customer Care, Network, Hardware) with suitable performance certificate/completion proofs	1.00 each for upto 5 modules and 2.00 for each additional module. (Maximum Limit to 15 points)	15.00
	a. IT Experience in Power Sector	5.00	10.00
	b. cumulative projects worth between INR 1 crore to INR 2 crore in power sector	2.00 (additional)	
	c. cumulative projects worth more than INR 2 crore or more in power sector	3.00 (additional)	
	TOTAL		

CV	Relevant CVs as listed in QR Section-III		
	A minimum of 5 CVs - { 1 each from the categories		25.00
	GIS (Customer Indexing/ Asset Mapping/ Integrated Network Analysis)	2.00 each for the mandatory CVs (one from each area of expertise as defined in Section - III)	25.00
	Meter Data Acquisition/ Energy Audit		
	Billing/Collection/New Connection/Disconnection	2.00 for each additional CV above the 5 mandatory CVs upto 5 CVs	
	Web Self Service/ Security/ MIS Customer Care	1.00 for each additional CV beyond the above 10 upto a maximum of 5 additional CVs.	
	with qualifications as specified in Section -III Eligibility Criteria} - must be supplied. Upto another 10 CVs may be supplied for resources which meet the QR as in Section-III.		
Firm Details	Cumulative T/O of firm (X Cr) (X = Cum T/o Rs Cr in last 3 FY)		
<over and above Rs 75Cr T/O (or Rs 225Cr in 3FY)submitted for empanelment to Nodal Agency>	{0 for cumulative turnover of Rs 225 crore, increasing linearly till 10 for cumulative turnover of Rs 500 crore in the last 3 FY). The points allotted shall be rounded off to the nearest integer. }	10.00	10.00
	GRAND TOTAL		70.00

**Approach and Methodology:**

This shall evaluate the Bidder on various parameters like details of understanding of the Utility and its requirements, methodology, resource planning and estimation, project management office structure, project related risk management plan and adherence to timelines and tenability of reasons for deviation. Points shall be allotted as shown in the table above.

**Project Experience:**

The bidder is required to submit details of projects with relevant work involved with certification on client's letterhead as proof of the scope of work, value and completion. The documentary proof of all projects needs to be furnished.

The summary may be submitted for projects done for a utility (Power/Gas/Water/Telecom sectors) company or one infrastructure (rail/road/port/airport) company in providing IT consulting (Strategy, Advisory, Efficiency Improvements, Implementation, Program Management) Engagements, in the last three financial years or should have provided DPR assistance or procurement assistance or implementation or program management engagement for software/network/hardware solutions in the last three audited financial years for a utility company. For these projects, the bidder should specify the modules implemented and performance certificate related to his assignments under this evaluation. Points shall be allotted for these as shown in the table above. The bidder should also specify the total worth of power sector projects executed in the last three years. Points shall be allocated as shown in the table above.

**Resumes (CVs)**

A minimum of 5 CVs - {1 each from the categories - GIS (Customer Indexing/ Asset Mapping/ Integrated Network Analysis), Meter Data Acquisition/ Energy Audit, Billing/Collection/New Connection/Disconnection, Web Self Service/ Security/ MIS, Customer Care - with qualifications as specified in Section -III Eligibility Criteria} - must be supplied.

Upto a maximum of 10 additional CVs may be supplied for resources which meet the QR as in Section-III. Any replacement of the existing resource during the life of the consultancy can be done only by a person of similar/higher experience and qualification and in agreement with the utility.

For each proposed resource, the responsibility areas and proposed period on the engagement (in Man-months / Man-hours) shall be provided by the bidder. In case this information is not provided for any resource, the resume of that person shall not be considered for evaluation.

The names and details of the resources submitted by the successful bidder shall be published on the website of PFC as well as Utility and bidder shall provide the scheduling of the personnel, CVs of whom have been used in the proposal.

The resource scheduling should be suitably linked with activity chart proposed by bidder. If the personnel whose CV has been used is not available at the time of award of contract, same can be suitably replaced with a person of similar/higher experience and qualification and in agreement with the utility.

### **Firm Details**

This section captures Financial aspect such as the turn over of the firm for last 3 Financial years for which the Annual Accounts of last 3 Financial Years are to be submitted.

## **SECTION-VI: GENERAL CONDITIONS OF CONTRACT**

- |                            |  |
|----------------------------|--|
| <b>1 Contract Document</b> | 1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.   |
| <b>2 Corrupt Practices</b> | 1.2 The Purchaser requires bidders, suppliers, and contractors to observe the highest standard of ethics during the execution of such contracts.<br>(a) The following definitions apply:<br>“corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;<br>“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;<br>“collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the PGVCL designed to influence the action of any party in a procurement process or the execution of a contract;<br>“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;<br>(b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. |

**3 Interpretation** 1.3 In this Contract unless a contrary intention is evident:(a) the clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract; (b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses; (c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time; (d) a word in the singular includes the plural and a word in the plural includes the singular; (e) a word imparting a gender includes any other gender; (f) a reference to a person includes a partnership and a body corporate; (g) a reference to legislation includes legislation repealing, replacing or amending that legislation; (h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings; (i) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail. 1.4 Entire AgreementThe Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. 1.5 AmendmentNo amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. 1.6 Non-waiver(a) Subject to GCC Clauses 32 and 34 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived. 1.7 SeverabilityIf any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**4 Language** 1.8 The Contract as well as all correspondence and documents relating to the Contract exchanged by the IT consultant and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern. 1.9 The IT consultant shall bear all costs of translation to English and all risks of the accuracy of such translation.

- 5 Joint Venture Consortium or Association** 1.10 If the IT consultant is a joint venture, consortium, or association of Consortium or persons, all of the members of such joint venture, consortium, or association of persons shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract. The members shall designate one party to act as a Lead Member with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- (a) For the purposes of fulfillment of its obligations as laid down under the Contract where the Purchaser deems fit and unless the context requires otherwise, Supplier shall refer to the Lead Member who shall be the sole point of interface between the Purchaser and the Consortium and would be absolutely accountable for the performance of its own, the other members of Consortium and/or its Team's functions and obligations.
- (b) All payments shall be made by the Purchaser in favour of the Lead Member.(c) No amendment or modification shall be made to the MOU executed between the members of the Consortium at time bidding for empanelment, without the prior approval of the Purchaser.
- 6 Eligibility** 1.11 All parties empanelled in first list by Power Finance Corporation from time to time to bid for appointment as 'IT Consultant' to assist the Utilities in India for preparation of DPRs, Bid document & Program Management of implementation of IT infrastructure for Electricity Distribution from concept to commissioning are eligible to bid.
- 7 Location** 1.12 The Services shall be performed at Rajkot
- 8 Effectiveness of** 1.13 This Contract shall come into force and effect on the date (the "Effective Date") of the Utility's notice to the IT Consultants confirming that the following conditions have been met:
- a) This Contract has been approved by Utility
- b) Requisite Advance payment Bank Guarantee has been submitted.
- 9 Authority Member Charge** 1.14 The Consortium Members (if any) hereby authorize \_\_\_\_\_ to act on their behalf in exercising the entire IT Consultants' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.
- 10 Authorized Representatives** 1.15 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:
- a) on behalf of the Utility by \_\_\_\_\_ or his designated representative;
- b) on behalf of the IT Consultants by \_\_\_\_\_ or his designated representative.

- 11 Relation between** 1.16 Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Utility and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 12 Notices** 1.17 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.  
1.18 Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, telex, telegram, email or facsimile to such Party at the following address:  
1.19 For the Owner:  
Attention:  
Telegram:  
Facsimile:  
1.20 For the IT Consultants:  
Attention:  
Telegram:  
Facsimile:  
1.21 Notice will be deemed to be effective as follows:  
(a) in the case of personal delivery or registered mail, on delivery;  
(b) in the case of telegrams, twenty four(24) hours following confirmed transmission;  
(c) in the case of facsimiles, twenty four(24) hours following confirmed transmission  
  
1.22 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.
- 13 Governing Law** 1.23 The Contract shall be governed by and interpreted in accordance with the laws of the India. The Courts in Rajkot shall have exclusive jurisdiction with respect of the tendering process, award of Contract and execution of the Contract.



- 14 Settlement of Disputes** 1.24 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.  
1.25 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the clause 1.7 of SCC.
- 15 Scope of Work** 1.26 The services to be rendered by IT Consultant shall be as per scope of work (Given in the Section IV-Scope of Work). At the time of awarding the contract, the Purchaser shall specify any change in the Scope of Work. Such changes may be due to increase or decrease in the scope of work at the time of award.  
1.27 Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of Related Services as if such items were expressly mentioned in the Contract.
- 16 Commncwment of services** 1.28 The IT Consultant shall begin carrying out the Services immediately viz. from the date of issue of Lol/Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing.
- 17 Delivery** 1.29 The Delivery of services and Completion of the Related Services shall be in accordance with the milestones specified in the Section IV, Scope of Work and acceptance of the services rendered by the Purchaser.  
1.30 The IT Consultant, in relation to its deliverables, shall provide any supporting data or information required by the Utility.
- 18 IT Consultant Responsibilities** 1.31 The IT Consultant shall provide the services mentioned in the Scope of Work and the Delivery and Completion Schedule, as per Section-IV-Scope of Work.

- 19 Purchaser's Responsibilities**
- 1.32 For successful completion of the assignment, as and when required by the IT Consultant, the Utility shall provide data and support based on availability of the same and without prejudice. In the event that the appropriate utility is unable to provide the required data or support for a requirement which the IT consultant cannot be reasonably expected to procure on its own or from alternate sources, the IT Consultant's failure to deliver shall not be held against it.
- 1.33 The IT Consultant shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Clause 20.
- 1.34 The CHIEF ENGINEER or equivalent authority of PGVCL shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the ITC.
- 1.35 The CHIEF ENGINEER or equivalent authority of PGVCL shall approve all such documents within 30 working days.
- 1.36 Purchaser may provide on Supplier's request, particulars/ information / or documentation that may be required by the Supplier for proper planning and execution of Scope of Work under this contract.
- 1.37 Purchaser shall provide to the Supplier sitting space and infrastructure and utilities, in the Purchaser's offices at such location as may be mutually decided by the Parties.
- 20 Contract Price**
- 1.38 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- 1.39 Prices charged by the IT Consultant for the service provided under the Contract shall not vary from the prices quoted by the IT Consultant in its bid, with the exception of any price adjustments authorized in the SCC.
- 21 Terms of Pyment**
- 1.40 The Contract Price shall be paid in the manner specified in the SCC.  
No invoice for extra work/change order on account of change order will be submitted by the Supplier unless the said extra work /change order has been authorized/approved by the Purchaser in writing.
- 1.41 The IT Consultant's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, Services provided, accompanied by the documents submitted pursuant to GCC Clause 17. The IT Consultant shall submit the bills in triplicate to the concerned utility.
- 1.42 Payments shall be made promptly by the Purchaser, not later than sixty (60) days after submission of an invoice along with supporting documents or request for payment by the Supplier, and the Purchaser has accepted it. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
- 1.43 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.
- 1.44 If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Supplier's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Supplier or deduct such excess payment from any payment subsequently falling due to the IT Consultant

**22 Taxes and Duties**

1.45 The IT Consultant and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Utility shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.46 Payment of taxes/duties shall not be made separately in any case.

1.47 For goods/services supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

**23 Performance Security**

1.48 The Supplier shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

1.49 The Purchaser shall at its sole discretion invoke the Performance

Security and appropriate the amount secured thereunder, in the event that the Supplier commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.

1.50 The Performance Security shall be denominated in the currencies of

the Contract, and shall be in one of the forms stipulated by the Purchaser in the SCC.

1.51 The Performance Security shall be discharged by the Purchaser and

returned to the IT Consultant not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, unless specified otherwise in the SCC.

**24 Intellectual  
Propoerty**

1.52 Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Supplier solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Supplier undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the Supplier assigns those Intellectual Property Rights to Purchaser on creation.

1.53 The Supplier shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Supplier (if any), as part of the service obligations under the present contract, shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Supplier solely for the purpose of execution of any of its obligation under the terms of this contract. However subsequent to the term of this contract such approvals registration, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.

1.54 The Supplier shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Supplier shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Supplier or its personnel during the course of performance of the Related Services. In case of any infringement by the Supplier, the Supplier shall have sole control of the defense and all related settlement negotiations

1.55 Subject to sub-clauses 1.55 to 1.57, the Supplier shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Supplier that existed before the effective date of the contract.

- 25 Confidential Information** 1.56 The IT Consultant/Consortium and the personnel of any of them shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the owner.
- 1.57 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract
- 1.58 The obligation of a party under this clause, however, shall not apply to information that:
- (a) the Purchaser or IT Consultant need to share with the institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 1.59 The above provisions of GCC Clause 25 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 1.60 The provisions of GCC Clause 25 shall survive completion or termination, for whatever reason, of the Contract.
- 26 Subcontracting** 1.61 The IT Consultant shall not be permitted to sub-contract any part of its obligations under the Contract with the utilities.
- 27 Service Quality** 1.62 The Purchaser may reject any Service rendered or any part thereof that fail to conform to the specifications. The Supplier shall take measures necessary to meet the specifications at no cost to the Purchaser.
- 28 Liquidated Damages and Penalty** 1.63 Except as provided under GCC Clause 32, if the Supplier fails to perform any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual performance, subject to a maximum of 10% of value of such services.

1.64 The Supplier hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The supplier agrees to indemnify the Purchaser and its officers, servants, agents (" Purchaser Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

(a) any negligence or wrongful act or omission by the Supplier or its agents or employees or any third party associated with Supplier in connection with or incidental to this Contract; or

(b) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Services or any part thereof.

1.65 The Supplier shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits

1.66 Without limiting the generality of the provisions of this article 1.67 and 1.68, the Supplier shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Services, information, design or process supplied or used by the Supplier in performing the Supplier's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Supplier shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Supplier shall promptly make every reasonable effort to secure for the Purchaser a license, at no cost to the Purchaser, authorizing continued use of the infringing work. If the Supplier is unable to secure such license within a reasonable time, the Supplier shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

Survival on Termination

The provisions of this Clause 29 shall survive Termination.

1.67 Defense of Claims:

If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 1.67, 1.68, or 1.69 the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

1.68 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

1.69 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

- 30 Limitation of Liability**
- 1.70 Except in cases of gross negligence or willful misconduct :
- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
- 31 Change in Laws and Regulations**
- 1.71 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site / area of work is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
- 32 Force Majeure**
- 1.72 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 1.73 Force Majeure shall not include:
- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor
- b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.
- 1.74 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 1.75 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- 1.76 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 1.77 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 1.78 The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Supplier.
- 1.79 Any period within which a Party shall, pursuant to this Contract,

complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

1.80 Not later than thirty (30) days after the IT Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**33 Change Orders and Contract Amendments**

1.81 The Purchaser may at any time order the IT Consultant through Notice in accordance GCC Clause 12, to make changes within the terms and conditions of this Contract, including any modification of the scope of the Services.

1.82 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the IT Consultant for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.

1.83 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

**34 Extensions of Time**

1.84 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely completion of Services pursuant to GCC Section-IV, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

1.85 Except in case of Force Majeure, as provided under GCC Clause 32 or where the delay in delivery of the Goods or completion of Services is caused due to any delay or default of the Purchaser, any extension granted under clause 34 shall not absolve the Supplier from its liability to the pay of liquidated damages pursuant to GCC Clause 28.

**35 Suspension**

1.86 The Utility may, by written notice of suspension to the IT Consultants, suspend all payments to the IT Consultants hereunder if the IT Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the IT Consultants to remedy such failure within a period not exceeding Seven (7) days after receipt by the IT Consultants of such notice of suspension and shall invoke contract performance guarantee.



**1.87 Termination of Contract for Failure to Become Effective**

(a) If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**1.88 Termination for Default**

(a) The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the IT Consultant terminate the Contract in whole or in part:

(i) if the IT Consultant fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(ii) if the IT Consultant, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or

(iii) Any representation made by the bidder in the proposal is found to be false or misleading

(iv) if the IT Consultant commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.

(v) If the IT Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 1.7 of SCC.

(vi) If, as the result of Force Majeure, the IT Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(vii) If the IT Consultant has been De-empanelled by the Nodal agency due to misconduct etc.

(b) In the event the Utility terminates the Contract in whole or in part, pursuant to GCC Clause 36, the Utility may procure, upon such

terms and in such manner as it deems appropriate, Goods or

Services similar to those undelivered or not performed, and the IT

Consultant shall be liable to the Utility for any additional costs for

such similar Goods or Services. However, the Supplier shall

continue performance of the Contract to the extent not terminated.

**1.89 Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving Notice to the IT Consultant if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the IT Consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

**1.90 Termination for Convenience**

(a) The Purchaser, by Notice sent to the IT Consultant, may terminate the Contract, in whole or in part, at any time for its convenience.

The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the IT Consultant under the Contract is terminated, and the date upon which such termination becomes effective.

**1.91 Consequences of Termination**

Upon Termination of the Contract, the IT Consultant shall:

(a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the CHIEF ENGINEER or equivalent authority of PGVCL ("Exit Plan").

(b) The CHIEF ENGINEER or equivalent authority and along with designated team

will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, IT

Consultant shall prepare alternate plan within two calendar days.  
If the second plan is also rejected, CHIEF ENGINEER or equivalent authority will provide a plan for Supplier and it should be adhered by in totality.

(c) The Exit Plan should cover at least the following :-

(i) Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all leased equipment;

(ii) Handover all developed codes, related documentation and other Configurable Items, if any in his possession;

(iii) Handover the list of all IT Assets, passwords at all locations to the Purchaser.

(d) The supplier and CHIEF ENGINEER or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

- 37 Cessation of Rights and Obligations** 1.92 Upon termination of this Contract pursuant to Clause 36 hereof, or upon expiration of this Contract pursuant to Clause 49 hereof, all rights and obligations of the Parties hereunder shall cease, except
- a) Such rights and obligations as may have accrued on the date of termination or expiration,
  - b) The obligation of confidentiality set forth in Clause 25 hereof,
  - c) Any right which a Party may have under the Applicable Law.
- 38 Cessation of Services** 1.93 Upon termination of this Contract by notice to pursuant to Clause 36 hereof, the IT Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause 36 hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- 39 Payment upon Termination** 1.94 Upon termination of this Contract pursuant to Clause 36 hereof, the Utility shall make the following payments to the IT Consultant: a) Remuneration pursuant to Clause 1.9 of SCC for Services satisfactorily performed prior to the effective date of termination; b) Reimbursable expenditures pursuant to Clause 1.9 of SCC for expenditures actually incurred prior to the effective date of termination; and c) Except in the case of termination pursuant failure to perform, insolvency of the IT consultant, deliberate false submission by the IT consultant or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- 40 Assignment** The IT Consultant shall not assign to any other party, in whole or in part, their obligations under this Contract.
- 41 Disclaimer** 1.96 Purchaser reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to secure expert opinion.  
1.97 Purchaser reserves the right to accept or reject any proposal deemed to be in the best interest of the PGVCL.
- 42 Public Disclosure** 1.98 All materials provided to the Purchaser by bidder are subject to Country and Gujrat public disclosure laws such as RTI etc.  
1.99 The Vendor / ITIA's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Vendor its written consent.

- 43 Adherence to safety procedures, rules regulations and restriction**
- 1.100 IT Consultant shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.
- 1.101 The IT Consultant shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Supplier's Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.
- 1.102 The Supplier shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 1.103 The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 29.
- 44 Removal and/or Replacement of Personnel**
- 1.104 Except as the appropriate Utility may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the IT Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Utility:
- a) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the IT Consultant shall, at the Utility's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Utility.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the IT consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Utility.
- Except as the Utility may otherwise agree,
- 1.105 The IT consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
- 1.106 The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 45 Fairness and Good Faith**
- 1.107 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 1.108 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 14 hereof.

- 46 Insurance** 1.109 The IT Consultant shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.
- 47 Conflict of Interest**
- 1.110 The Process Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 1.111 The IT consultant and any of its affiliates/consortium members hired to provide services for the proposed assignment in a particular utility, will not be eligible to work as any of the empanelled implementation agencies/ consultants in that specific utility. i.e. the IT Consultant and affiliates cannot
- a) Directly or through its consortium partners bid as IT Implementation agency for R-APDRP, in the specific utility for which they are the IT consultants
- b) Get associated as Consultant / Advisor/ Implementation Agency or in any other capacity with any of the agencies taking part in the bid process of the concerned Utility during the implementation of the R-APDRP
- 1.112 The Utility considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.
- 1.113 IT consultant for a Utility cannot participate in the bidding process of IT implementing agency by the same Utility.
- 1.114 For any given utility, the IT consultant and the IT implementation agency cannot be the same. An IT Consultant and IT implementation agency may be considered to be in a conflict of interest with one or more parties in this process if they have controlling shareholders in common.
- 1.115 If the IT consultant is found to be involved in a conflict of interest situation with regard to the present assignment, the Utility may choose to terminate this contract as per Clause 36 of GCC.
- 48 Standard of Performance** 1.116 The IT Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The IT Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner.
- 49 Expiration of Contract** 1.117 Unless terminated earlier pursuant to Clause 36 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.
- 50 PFC terms condition** 1.118 PFC terms & condition should be bound to the bidder. PFC Terms & condition. Given in Appendix-4.
- 51 Deviation in terms & condition** 1.119 if any deviation in terms & condition will be produce separately otherwise it will be presumed that condition of PGVCL binding to the bidder.

## **SECTION-VII: SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- SCC 1.1            The Purchaser's country is: India
- SCC 1.2            The Purchaser is:  
PGVCL.
- SCC 1.3            The web-site is: [www.pgvcl.com](http://www.pgvcl.com). The details regarding the RFP process shall be available on the same. The eligible bidders should visit the website form time to time and get the status updates. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders.
- SCC 1.4            The language shall be: English
- SCC 1.5            For notices, the Purchaser's contact details shall be:  
Executive Engineer (scheme),  
PGVCL regd. & corporate  
office,laxmi nagar  
Nanamava main Road  
Rajkot.  
Contact No: +91 9925210228  
Email id: eere.pgvcl@gmail.com Fax : 0281-2380428
- SCC 1.6            The governing law shall be: Laws applicable in exclusive jurisdiction of competent Court in Rajkot, India.
- SCC 1.7            The formal mechanism for the resolution of disputes shall be:  
If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution to the formal mechanisms, described below (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed) :
- a. The mechanism for resolution of disputes for bidders shall be in accordance with the Indian Arbitration and Conciliation Act of 1996 as amended from time to time. The Arbitral Tribunal shall consist of 3 (Three) Arbitrators. Each Party shall nominate an Arbitrator and the two nominated Arbitrators shall mutually agree and nominate a third Presiding Arbitrator.
  - b. The place for arbitration shall be Rajkot or any where in India.
- SCC 1.8            The bidders may please note that the prices are Firm. All statutory taxes, levies, duties, etc. shall be paid on actual.

## General terms and conditions of Payment Schedule

- 1) All payments shall be made by the Purchaser in favour of the IT Consultant (Supplier )
- 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.
- 3) IT Consultant shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.
- 4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice.
- 5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by IT Consultant is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.
- 6) If additional work is required beyond the scope of the Services specified the estimated periods of engagement of Personnel set forth in the appropriate Bid Response Format may be increased by agreement in writing between the Purchaser and the IT Consultants. Any such change shall be done as per Clause 31 of GCC and Clause 1.8 of SCC.
- 7) All payments under this Contract shall be made to the account of the IT Consultant with (Bank & A/c No.):

Payments will be made by the Purchaser to the IT Consultant as per Contract Value quoted in the Formats for Financial Proposal and agreed in the Contract, as follows:

## Payment Schedule

Advance Payment: 10% of the contract value shall be payable as “Initial Mobilization Advance” after signing the contract and submitting the necessary Advance Bank Guarantee. The same will be released on completion of contract/ assignment.

## Milestone based payment

Deliverable	% of Contract Value
-------------	---------------------

**A report giving clear picture on:-**

Existing IT Infrastructure (hardware, software, network etc..) in the utility	3%
Identification of IT Infrastructure requirements of utility and gaps that need to be addressed	
Recommendations on total expenditure required for putting IT infrastructure with assessment of quantum that can be funded through R-APDRP	
Project areas identified for implementation of IT infrastructure	
Recommendation on phasing of project area for IT implementation based on readiness on towns for the same	
Assist in populating and submission of DPRs	

**A report stating:**

Legacy systems that can be integrated with the solutions proposed by ITIA.	7%
Cost Benefit and Performance impact analysis of integrating the legacy systems to adapting other solutions which may be available	

**A report stating:**

Feasibility of proposed solutions to integrate with upcoming solutions like SCADA, DMS etc.	
Costing for the above work	
Certification for suitability and viability of the Final DPR within the framework of SRS document and R-APDRP guideline for the respective project area(s)	
Release of Customised RFP document for ITIA appointment.	10%
Finalisation of contract with selected ITIA bidder	
On receipt and Installation of all the necessary software, hardware/network equipments at the 'Data Center' and after the Head/IT of the utility issues a "Goods Received in Condition and Properly Installed" certificate	5%
On successful commissioning of at-least half of the total number of towns to be covered.	10%
On successful commissioning of all towns under the scope of towns to be covered.	15%
Go-Live of Towns: This amount to be paid on proportional terms based on the population of the town and Population of all the towns covered under the program. Payment shall be made after the Go-Live of each town. Population figures to be taken as per the last census data available.	20%

On successful completion of all responsibilities and obligations under the contract 20%

- SCC 1.10 The currencies for payments shall be in Indian Rupees (INR).
- SCC 1.11 The Supplier shall provide Performance Security of ten (10) percent of the total Contract Price. The currency and amount of Performance Security shall be specified at the time of awarding the contract to successful bidder.
- SCC 1.12 The types of acceptable Performance Securities are:  
Bank Guarantee issued by a Scheduled Indian Bank



**Section -VIII: Contract Forms**

- 1 Agreement
- 2 Performance Security
- 3 Advance - Bank Guarantee

Enclosed at Appendix

**SECTION-IX: Bidder RESPONSE FORMS**

**Form No F-1: RFP Submission Sheet**

From: <Bidder>

To: Paschim Gujarat Vij Co. Ltd.  
Corporate & Registered Office, Laxminagar,  
Nanamava Road, Rajkot-360004

Sir,

Appointment for IT Consultancy Service, reference number R-APDRP/ITC/\_\_\_\_\_

I/we \_\_\_\_\_ Consultant / Consultancy Firm herewith enclose RFP for appointment of my/our firm as Consultant for \_\_\_\_\_. I/We hereby accept and abide by the scope & terms and conditions of RFP document unconditionally.

I/we \_\_\_\_\_ Consultant/ Consultancy Firm also undertake that in case of the award of consultancy assignment for the utility / utilities, to provide services for the proposed assignment, we and any of our affiliates, will not be eligible to work as IT Implementing Agency / TPIEA or in any other capacity with the same utility / utilities during the currency of the R-APDRP.

I/we undertake to open office in the area of the contract awarding utility(Rajkot).

Yours faithfully,

Signature :  
Full Name :  
Address :

**Form No F-2: Certificate as to Corporate Principal**

CERTIFICATE AS TO CORPORATE PRINCIPAL

(To be signed by any of Board Directors or Co.Secretary)

I \_\_\_\_\_ certify that I am \_\_\_\_\_ of the  
Company under the laws of \_\_\_\_\_ and that \_\_\_\_\_ who  
signed the above tender is  
authorised to bind the Company / Firm by authority of its governing body.

Signature :

Seal:

Full Name :

Address :

**Form No F-3a: Project Experience**

Kindly provide relevant Project Experience of the Firm's / any member of the consortium's relevant past experience in either:

With utility (Power/Gas/Water/Telecom sectors) company or infrastructure (rail/road/port/airport) company in providing IT consulting (Strategy, Advisory, Efficiency Improvements, Implementation, Program Management) Engagements, in the last three financial years; or

In providing DPR assistance or procurement assistance or implementation or program management engagement for software/network/hardware solutions in the last three audited financial years for a utility company

Provide Summary of assignment including the projects submitted to Nodal Agency for Empanelment focusing on the following areas:

Sector of the Client's Business in which assignment was awarded

Value and Year of award/ completion of assignments.

Role of the Firm in assignment

Applications / Modules worked on by the Firm

Sl. No	Assignment	Year		Value of Assignment	Role of Firm	Client & Business	Submitted to PFC (Y/N)
		Award	Completion				

Please provide proof of completed assignments.

Signature :

Seal:

Full Name :

Address :

**Form No F-3b: Performance Certificate**

Kindly provide Client Performance Certificates for the completed projects provided for Form No F-3a stating the role, value, Year of award/ completion and broad scope of work of the engaged firm and the client's satisfaction level.

**Or** Copy of LoA/ Work Order along with proof of release of final payment

**Form No F -4: Company Information**

Kindly provide the following details for the Firm and Consortium Members:

1 Name of the Firm: \_\_\_\_\_

2 Individual and Cumulative Turnover in the Last three audited financial years (in INR):

Firm/ Consortium	Year 2005-06	Year 2006-07	Year 2007-08	Total
Lead	<Amount in INR>	<Amount in INR>	<Amount in INR>	<Amount in INR>
Member-1				
Member-2				

(Please provide Published Annual Account for Balance Sheet and Profit and Loss statements as Proof)

Signature :

Seal:

Full Name :

Address :

## **Form No F-5: CVs**

The format for submission of CVs is the following:

1. Name: \_\_\_\_\_
2. Profession / Present Designation: \_\_\_\_\_
3. Years with firm: \_\_\_\_\_ Nationality: \_\_\_\_\_
4. Area of Specialisation: \_\_\_\_\_
5. Proposed Position on Team:
6. Key Qualification/Experience:

(Under this heading give outline of staff members experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. Education :  
(Under this heading, summarise college/ university and other specialised education of staff member, giving names of colleges, dates and degrees obtained. Use up to quarter page.)
8. Experience :  
(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate. Use upto three quarters of a page.
9. Language :  
(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor').

Signature : \_\_\_\_\_ Full Name : \_\_\_\_\_  
Address : \_\_\_\_\_ Date : \_\_\_\_\_

Kindly ensure that the relevant work experience and its applicability to the present assignment are clearly articulated. The CVs should be in 'Times New Roman' with 'font size 11' and should not be longer than 4 type-written pages.

Signature :

Seal:

Full Name :

Address :

## **Form No F-6: Approach and Methodology**

### Approach and Methodology

Please provide details of methodology to be followed for successful implementation of the project.  
Please provide the details of the following:

- a. UNDERSTANDING OF THE UTILITY AND ITS REQUIREMENTS (Also provide Prior interaction with Utility, if any)
- b. DETAILS OF METHODOLOGY
- c. PROJECT MANAGEMENT OFFICE STRUCTURE
- d. RESOURCE PLANNING AND ESTIMATION
- e. RISK MANAGEMENT\*

\*Kindly provide a detailed list of all risks envisaged during the execution of the assignment and specify how the firm/consortium plans to mitigate each of them. Please also indicate the seriousness of each risk envisaged on a scale of 1 to 5 with 1 being 'Not Serious' and 5 being 'Very Serious'.

Signature :

Seal:

Full Name :

Address :



**Form No F-7: Deviations/No Deviations Confirmation, Comments & Suggestions**

DEVIATIONS/COMMENTS/ SUGGESTIONS OF CONSULTANT

On the Scope of Work, or any related area:

- 1.
- 2.
- 3.
- 4.

(In case of no deviations, a statement to that effect must be given)

Signature :

Seal

Full Name :

Address :

**Form No P-1: Cost of Services**

Please specify the Lump Sum Price of the assignment.

Sl. No.	Name of Costs	Lump Sum Amount (INR)		Value of Tax/Duty/Cess in the Lump Sum Amount	
		(in Figures)	(in Words)	(in Figures)	(in Words)
(A)	Cost of Utility				

Total Lump Sum Price for Consultancy Services in Words (A) =  
INR

Note:

- 1) The Bidders shall quote lump sum price for Consultancy services inclusive of all taxes and duties. The Owner will not be required to pay and/or reimburse anything over and above the price quoted except service tax, which will be payable as per the rate prevailing at the time of payment.
- 2) The lump sum price should include overhead / out of pocket expenses, travel, boarding, lodging, visits etc.
- 3) The prices shall remain FIRM till completion of the Assignment.
- 4) Payment of services shall be made on the basis of cost quoted for each utility and the progress of work in each utility separately

<For purpose of allocation of IT Consultant’s charges in each DPR following method will be used:

- a. The 20% Cost shall be allocated to HQ where Data Centre is installed.
- b. The 80% Cost shall be allocated for each town in proportion to total eligible towns. >

(PRICES WILL BE FIRM - AND INCLUSIVE OF ALL COST MINUS TAXES- AND NO CHANGE ALTERNATE/ CONDITIONAL PRICE OFFERS SHALL BE ALLOWED)

Signature :

Seal:

Full Name :

Address :

**Appendix-1: AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "PGVCL" of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "THE Consultant"), of the other part:

AND WHEREAS the Purchaser invited bids for Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Consultant for the supply of those Related Services in the sum of \_\_\_\_\_ (hereinafter Called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - xi. the Detailed award of contract;
  - xii. the Service level agreement;
  - xiii. the Special Conditions of Contract;
  - xiv. the General Conditions of Contract;
  - xv. the Schedule of Supply;
  - xvi. Instructions to Bidders
  - xvii. the Purchaser's Notification to the Supplier for Award of Contract;
  - xviii. Vendor's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - xix. Section VIII - Contract Forms
  - xx. Acceptance of purchaser's notification

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Consultant as indicated in this Agreement, the Consultant hereby covenants with the Purchaser to provide the Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Consultant in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

Signed by \_\_\_\_\_ (Authorised Discom official)

Signed by \_\_\_\_\_ (for the Supplier)

**Appendix -2: Performance Security Bank Guarantee**

Date:

Contract Name and No. :

To:

WHEREAS \_\_\_\_\_ (hereinafter called “the Consultant”) has undertaken, pursuant to Contract No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ to supply \_\_\_\_\_ (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Consultant shall furnish you with a security \_\_\_\_\_ issued by a reputable guarantor for the sum specified therein as security for compliance with the Consultant’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned \_\_\_\_\_, legally domiciled in \_\_\_\_\_, (hereinafter called the “the Guarantor”), have agreed to give the Consultant a security:

THEREFORE WE \_\_\_\_\_ hereby affirm that we are the Guarantors and are responsible to you, on behalf of the Consultant, up to a total of RUPEES \_\_\_\_\_ and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, without cavil or argument, DEMUR OR PROTEST any sum or sums within the limits of \_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name

In the capacity of

Signed

Duly authorized to sign the security for and on behalf of

Date

**Appendix -3: Advance Bank Guarantee**

Ref:\_\_\_\_\_

Bank Guarantee:\_\_\_\_\_

Date:\_\_\_\_\_

Dear Sir,

In consideration of M/s\_\_\_\_\_ (Hereinafter referred as the `Owner`, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and assigns), having awarded to M/s.\_\_\_\_\_(hereinafter referred to as the `IT Consultants` which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Contract Agreement No.\_\_\_\_\_ dated\_\_\_\_\_ and the same having been unequivocally accepted by the IT Consultant. resulting in a Contract valued at \_\_\_\_\_ for \_\_\_\_\_ (Scope of Work)

Contract (hereinafter called the `Contract`) and the Owner having agreed to make an advance payment to the IT Consultant for performance of the above Contract amounting to \_\_\_\_\_ (in words and figures) as an advance against Bank Guarantee to be furnished by the IT Consultant.

We\_\_\_\_\_ (Name of the Bank) having its Head Office at\_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Owner immediately on demand any or, all monies payable by the IT Consultant to the extent of\_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_@\_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the IT Consultant. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the IT Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or the extend the time for performance of the Contract by the IT Consultant. The Owner shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Owner and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any convenience, contained or implied, in the Contract between the Owner and the IT Consultant any other course or remedy or security available to the Owner. The

Bank shall not be relieved of its obligations under these present by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the IT Consultant and notwithstanding any security or other guarantee that the Owner may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including @ \_\_\_\_\_ and shall be extend from time to time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2009. at \_\_\_\_\_

WITNESS: (Authorized Signatories of the Bank)

1.

(Signature)	.....	(Signature)
(Name)	.....	(Name)
(Official address)	.....	(Designation with Bank Stamp)
		Attorney as per Power of Attorney No. _____ Dated _____

Strike out, whichever is not applicable

@ The date will be ninety (90) days after the date of completion of Contract.

Note:1 The stamp papers of appropriate value shall be purchased in the name \_\_\_\_\_ of \_\_\_\_\_ bank who issues the 'Bank Guarantee'.

Note:2 The bank guarantee shall be from a Nationalised Indian Bank of repute.

## Appendix-4 – PFC Terms & Conditions

### **1.1 Purpose**

Empanelment of IT Consultants for Part-A of R-APDRP

### **1.2 Name of the Empanelling Authority**

Power Finance Corporation Ltd. (PFC), Urja Nidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 shall be the empanelling agency and be known as the Nodal Agency

### **1.3 Period of Empanelment**

The period of empanelment is 3 years from the date of Empanelment i.e. \_\_\_\_\_.

### **1.4 Cancellation of Empanelment**

The period of empanelment is subject to cancellation of Empanelment (de-listing) due to any of the reasons mentioned hereunder.

If the IT Consultant is found to have submitted false particulars / fake documents for securing enlistment.

The IT Consultants performance on the job will be constantly monitored for quality, commitment to delivery period mentioned in contract with the utility, adherence to the guidelines, Statutory regulations, Conduct / Discipline etc., while executing jobs. Any deviations from stated conditions can lead to appropriate deterrent action as deemed fit by Nodal Agency.

If the IT Consultant refuses to execute the job at his agreed scope/quoted rates, after the utilities issue the letter of intend (LoI)

Manipulation of rates by cartelization shall be viewed very seriously by Nodal Agency. If such a situation comes to the notice of Nodal Agency and/or there are reasons / circumstances for Nodal Agency to believe so, the concerned IT Consultants will be called in to give justification of proposal/rates quoted by them. If they are not able to give a proper or satisfactory justification of their quoted proposal/rates, their empanelment is liable to be cancelled.

Any other reason deemed fit by Nodal Agency for cancellation

If empanelment is cancelled due to any of the above reasons, the IT Consultant will not be considered for subsequent empanelment for a period of three years.

### **1.5 Updates to Empanelment**

Henceforth till further advice, final empanelled list of IT Consultants will be updated once in a year. Existing empanelled IT Consultants need not submit any fresh RFQ for revalidation of empanelment till expiry of validity of their empanelment i.e. three years from date of empanelment. Nodal Agency will also conduct periodic review of the empanelled IT consultants and may seek required clarifications/documents at any point of time.

### **1.6 Re-Empanelment**

After the expiry of normal validity period, all the vendors are required to re register submitting all the necessary documents. IT Consultants should apply for Re empanelment at least 3 months prior to expiry of validity.

### **1.7 Conflict Of Interest**

1.7.1) The IT consultant and any of its affiliates/consortium members hired to provide services for the proposed assignment in a particular project area, will not be eligible to work as any of the empanelled implementation agencies/ consultants in that specific project area. i.e. the IT Consultant and affiliates cannot

Directly or through its consortium partners bid as IT Implementation agency for R-APDRP, in the specific project area for which they are the IT consultants

Get associated as Consultant / Advisor/ Implementation Agency or in any other capacity with any of the agencies taking part in the bid process of the concerned utility during the implementation of the R-APDRP

1.7.2) Nodal Agency considers a conflict of interest to be a situation in which an IT Consultant has interests that could improperly influence that IT Consultant's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. 1.7.3) The IT Consultant should not participate in more than one RFQ in this RFQ process. Participation by a Bidder or Lead Member in more than one RFQ will result in the disqualification of all RFQs in which it is involved. 1.7.4) IT consultant for a utility cannot participate in the bidding process of IT implementing agency by the same utility. 1.7.5) For any given project area, the IT consultant and the IT implementation agency cannot be the same. An IT Consultant and IT implementation agency may be considered to be in a conflict of interest with one or more parties in this process if they have controlling shareholders in common; 1.7.6) Participation by IT Consultant with a conflict of interest situation will result in the disqualification.

### **1.8 Subcontracting**

The IT Consultant shall not be permitted to sub-contract any part of its obligations under the Contract with the utilities.

### **1.9 Rights of Use**

All rights of use of any process, product, service or facility developed or any other task performed by the IT Consultant during execution of the engagement for the utility would lie exclusively with the utility in perpetuity free from all liens, encumbrances and other third party rights and the IT Consultant shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favour of the Utility. An initiative of **Ministry of Power, Government of India** Restructured Accelerated Power Development and Reforms Programme Empanelment of IT Consultants Nodal Agency **Power Finance Corporation Ltd.**

### **1.10 Intellectual Property**

The Utilities shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract that will be awarded further by the utility, including but not limited to all templates, reports, designs, records, reports, designs, application configurations, data and written material, products, specifications, drawings, source code and object code and other documents which have been newly created and developed by the IT Consultant solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The IT Consultant should undertake to disclose all such Intellectual Property Rights arising in performance of the Related Services to the utility and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the utility. To the extent that Intellectual Property Rights are unable by law to so vest, the IT Consultant assigns those Intellectual Property Rights to utility on creation. The IT Consultant shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the IT Consultant, the same shall be acquired in the name of the Utility, and the same may be assigned by the Utility to the IT Consultant solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Utility. The IT Consultant shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the IT Consultant shall keep the utility indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the IT consultant or its personnel during the course of performance of the Related Services. In case of any infringement by the IT Consultant, the IT Consultant shall have sole control of the defense and all related settlement negotiations.

### **1.11 Area of Work**

Any where in the state or union territory of India

### **1.12 Confidentiality**

The IT Consultant/Consortium and the personnel of either of them, shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the owner.

### **1.13 Role of IT consultant**

These RFQs have been invited for the IT Consultancy Services assignment such as to cover the objectives and Roles as defined below to carry out GoI's Restructured APDRP (for XI Plan) in Part A and any other relevant task that may be assigned by the utility for fulfillment of objectives of R-APDRP. The scope of work mentioned below is indicative in nature; the final scope of work will be issued by the utilities in their RFP document. **Role of IT Consultant:**

- Handhold the utility for implementing SRS, including 'As-is' study, integration aspects, etc.
  
- To assist utilities in customizing the model bid document to deliver project area(s)/utility specific bid document
  
- Assist utilities in filling in the DPR, and answering any queries raised by Nodal Agency
  
- Conduct the end to end process in selecting the IT implementation agency (NIT->Pre-bid conference->Bid submission->Technical and Commercial Evaluation->Price Bid Evaluation->Final Vendor Selection->Contractual assistance)
  
- Program management of the implementation, till complete go-live

### **1.14 Outline of Tasks to be carried out**

IT Consultant shall be appointed by the utilities from the list of empanelled members, through a bidding process. The IT CONSULTANT may be encouraged to have a high-level understanding of the ongoing IT initiatives of utilities and prior to submitting their proposal. Following are some of the indicative activities that shall be under the purview of the IT consultants. However the scope and extent shall not be limited to the same and shall be suitably modified by the utility.

- 1) 'As is' study: IT CONSULTANT may carry out the 'As is' assessment of the utilities in order to ascertain the extent of availability of existing data and systems. In addition existing IT systems usability should be studied and the compatibility of the same being integrated into the new IT system should be assessed.
- 2) Coordinate with the utility in preparing customized framework for DPR and assist them in populating with required data related to assets, customers etc.



3) The IT consultant should ensure that all the existing legacy systems are integrated with the solutions that are lined up by the IT Implementation Agency (ITIA), and capable of generate enterprise-wide MIS reports. The IT consultant should ensure that legacy systems and the new solutions lined up by ITIA are tightly integrated and do not remain stand-alone and perform on real time (timely and accurate) basis as envisaged in SRS document.

An initiative of **Ministry of Power, Government of India** Restructured Accelerated Power Development and Reforms Programme Empanelment of IT Consultants Nodal Agency **Power Finance Corporation Ltd.**

4) Site Readiness: IT Consultant may define the appropriate operational environment for the project area(s) and should provide a site-readiness checklist to the utility. The IT Consultant may also provide site certification after inspecting the site readiness for deployment of envisaged project (if required by utility).

5) DPR preparation: The IT CONSULTANT may be responsible for assisting utility in preparation of DPR. Model template for the same may be provided to the utilities, which in turn may work with the consultants to customize and make it specific for the respective project area. Assistance in filling the DPRs may be the responsibility of the IT CONSULTANT. The final DPR submitted to Nodal Agency should be certified for suitability and viability within the framework of SRS document and R-APDRP guideline for the respective project area(s) by the IT Consultant.

6) Coordinate with Utility for answering queries to Nodal Agency: IT CONSULTANT may be responsible for preparing responses to the queries raised by the Nodal Agency. Adequate support will be provided by the utilities to the consultants

7) Assistance to utilities for placement of contract for implementation: IT CONSULTANT may be responsible for preparing the RFP document for the utilities, based on the model bid document provided to the IT CONSULTANT. The phasing of the implementation can be broken down in terms of geographical (project area) coverage in a sequential/parallel manner. However within one project area, IT CONSULTANT cannot float multiple RFPs. Activities including but not limited to floating the RFP, pre-bid conference, technical and commercial evaluation, interaction with bidders and clarification of queries, price proposal evaluation, final vendor selection, contractual assistance, supervise the performance of the IT Implementation Agency and providing completion certificates may be under the scope of work for the IT CONSULTANT.

8) Procurement & Inspection: IT CONSULTANT may supervise the procurement process carried out by the IT Implementation Agency (ITIA). During the process of procurement, IT CONSULTANT may represent the utilities to ensure that the procurement of hardware/software/network components is as per the specifications and requirements of the utilities.

9) Testing: IT CONSULTANT may be responsible for supervision of testing done by the implementation agency in areas such as planning (preparing test plans and defining roles and responsibilities), preparation (consists of preparing test specification, test environment and test data) and execution (includes testing at unit level, integration level, system level and production). The IT CONSULTANT may also ensure proper testing of all hardware/software and related equipment is done by the implementation agency. The IT CONSULTANT may assist the utility in assessing and approving the testing plans submitted by the implementation agency.

10) Program Management: IT CONSULTANT may supervise the implementation process carried out by the ITIA. IT CONSULTANT needs to review the implementation plan and the timelines submitted by the ITIA and ensure that the same are as per the guidelines directed by the Nodal Agency. Overseeing successful commissioning/testing/training and go-live of the solutions may be carried out by the IT Consultants. The IT Consultants may ensure proper plan is prepared and executed by the implementation agency for training of the core-users, end-users and administrators of the system.

11) Utility Management Team: The IT Consultants may also provide periodic status update reports including escalations. IT CONSULTANT may provide certification for completion of all work at site as per the scope of work for the implementation agency.

12) Any information (progress report etc.) as and when sought by the Nodal Agency/Ministry of Power may be furnished by the IT Consultant

The IT Consultants may be representing the utilities post selection and appointment by the utilities. Any work as and when required for smooth and timely execution of the project may be supported by the IT consultants. Utilities may make all possible efforts to provide support and help to the extent possible; however the final responsibility of the same may rest with the consultants. We undertake that we will open an office in the state of the contract awarding utility, should we become the successful bidder in the RFP process of the utility. We further undertake that we have read the above Terms and condition carefully and we agree to abide by all the conditions mentioned herein and that with the signing of this letter of acceptance we have bound ourselves to the terms and conditions mentioned herein. We state that we have signed all \_\_\_ pages of this document as our acceptance. We further state, that the signing of this acceptance does not give us guarantee to be chosen as the IT CONSULTANT for any utility.

Sign:

Co. Seal:

Name:

Date: