

Bid Specification: -----
Single Stage – Two Envelope Procedure

Request for Proposal for Appointment of IT
Consultant from Empanelled List of IT
Consultants by PFC
for
Assisting the J.S.E.B., GoJ for Establishing
Base Line Data and IT Applications for
Energy Accounting / Auditing and IT Based
Consumer Service Centers
Under GoI, R-APDRP

By
Jharkhand State Electricity Board,
Ranchi

DISCLAIMER

The employer or any of its officers, employees, contractors, agents or advisors, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arising in connection with any negligence, omission, default, lack of care or misrepresentation on the part of employer or any of its officers, employees, contractors, agents or advisors.

Schedule of Selection Process

Important Dates

S. No	Event Description	Estimated date and time
1	Issue of RFP	25.03.2009
2	Pre bid conference	04.04.2009 at 03:00 PM, JSEB Hqr. Ranchi
3	Proposal due date	13.04.2009 at 1:00 PM
4	Opening of Technical Proposal	13.04.2009 at 3:00 PM
5	Opening of Financial Proposal	20.04.2009 at 11:15 AM

TERMS OF REFERENCE for selection of IT Consultant to assist the Jharkhand State Electricity Board (JSEB) for Establishing Base Line Data and IT Applications for Energy Accounting / Auditing and IT Based Consumer Service Centers

1. PURPOSE

- Ministry of Power, Govt. of India, has launched the Restructured Accelerated Power Development and Reforms Programme (R-APDRP) in the XIth Five year Plan. The Government has approved as a Central Sector Scheme, the continuation of the Accelerated Power Development and Reforms Programme (APDRP) during the XIth Five Year Plan with revised terms and conditions.
- The focus of the programme shall be the actual, demonstrable performance in terms of sustained loss reduction, establishment of reliable and automated system for sustained collection of accurate base line data, and the adoption of information Technology in the areas of energy accounting shall be necessary pre-conditions before sanctioning any regular distribution strengthening project. The pre-conditions will enable objective evaluation of the performance of utilities before and after implementation of the programme, and will enforce internal accountability leading to better performance. The project area coverage will be **about 34 nos.** Urban & High Density areas - towns and cities with a population of more than 30,000 as per Annexure – 1.
- Projects under the present scheme shall be taken under **Two Parts**. Part A shall include the projects for establishment of baseline data and IT applications for energy accounting/ auditing and IT based consumer service centers. Part-B shall include regular distribution strengthening projects.
- The purpose of this document pertains to Part-A above and is for selection of IT Consultant to assist the JSEB for Establishing Base Line Data and IT Applications for Energy Accounting / Auditing and IT Based Consumer Service Centers and preparation of DPR.

2. ELIGIBILITY OF BIDDER:

The bidder should be on the 1st List of the empanelled IT Consultants under R-APDRP as declared by Nodal agency Power Finance Corporation Ltd. on 09-01-09 (Annexure-2)

3. SCOPE OF WORK

- (i) Preparation of Base-line data for the project area covering Consumer Indexing, GIS Mapping, Metering of Distribution Transformers and Feeders, and Automatic Data Logging for all Distribution Transformers and Feeders and SCADA/DMS system (only in project areas having a population over 4 lacs and annual input energy of 350 MU).

- (ii) It would include Asset Mapping of the entire distribution network at and below the level of 11 Kv transformers and shall include the Distribution Transforms and Feeders, Low Tension lines, poles and other distribution network equipment.
- (iii) It will also include adoption of IT applications for meter reading, billing & Collection; energy accounting and auditing; MIS; redressal of consumer grievances; establishment of IT enabled consumer service centers etc.

4. Role of IT Consultant:

- (i) To assist JSEB for implementing SRS, including “As is” study, integration aspects etc.
- (ii) To customizing the model bid document to deliver project area(s)/utility specific bid document.
- (iii) Assist JSEB in filling in the DPR, and answering any queries raised by Nodal Agency.
- (iv) To assist JSEB in conducting the end to end process in selecting the IT implementation agency (NIT->Prebid conference->Bid submission->Technical and Commercial Evaluation->Price Bid Evaluation->Final Vendor Selection->Contractual assistance)
- (v) Program Management of the implementation.

5. Further outline of task to be carried out by the IT Consultant, with the representative of the JSEB shall be as below:-

- a. *‘As is’ study:* IT CONSULTANT shall carry out the ‘As is’ assessment of the JSEB 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.
- b. Coordinate with the JSEB in preparing customized framework for DPR and assist them in populating with required data related to assets, customers etc.
- c. The IT consultant shall 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 basis.
- d. Consultant while customizing model SRS bid documents shall ensure that the offered solution is seamlessly integrated with existing as well as up coming capital SCADA/DMS etc. necessary provision for interfacing including provision of necessary middleware may be included.

- e. ***DPR preparation:*** The IT CONSULTANT shall be responsible for preparation of DPR. Model template for the same may be provided to the consultant, which in turn may work with the JSEB 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.
- f. ***Coordinate with JSEB for answering queries to Nodal Agency:*** IT CONSULTANT shall be responsible for preparing responses to the queries raised by the Nodal Agency. Adequate support will be provided by the utilities to the consultants.
- g. ***Assistance to utilities for placement of contract for implementation:*** IT CONSULTANT shall 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, prebid 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 to assist in providing completion certificates by the third party inspection may be under the scope of work for the IT CONSULTANT.
- h. ***Procurement & Inspection:*** IT CONSULTANT shall supervise the procurement process carried out by the IT Implementation Agency (ITIA). During the process of procurement, IT CONSULTANT shall represent the utilities to ensure that the procurement of hardware/ software/ network components are as per the specifications and requirements of the utilities.
- i. ***Testing:*** IT CONSULTANT shall 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 JSEB in assessing and approving the testing plans submitted by the implementation agency.

- j. **Program Management:** IT CONSULTANT shall be responsible for Project Management.
- k. Any information (progress report etc.) as and when sought by the Nodal Agency/Ministry of Power may be furnished by the IT Consultant. 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.

The base line data and required system shall be verified by an independent agency appointed by the Ministry of Power.

6. Terms of Payment:

- a. The bills of satisfactorily completed task as specified in payment schedule as per annexure-3 shall be submitted in triplicate on the basis of task completed to ESE (APDRP) for his recommendation, payment will normally be made with in 15 days from the approval of Chief Engineer (APDRP).
- b. The payment will be made in consideration of the task performed by the consultant and as described in payment schedule (Annexure-3).
- c. 10% mobilization advance of contract amount shall be paid against unconditional Bank Guarantee after signing of the Agreement. The period of Bank Guarantee will be according to the Payment Schedule.

7. Time Schedule:

The entire work shall be completed within 36 months or till the completion of the project whichever is earlier from the Date of signing of the Contract unless extended with mutual consent.

8. PREPARATIONS AND SUBMISSION OF PROPOSAL

8.1 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

8.2 Format and signing of Proposal

The Applicant shall provide all the information sought under this RFP. JSEB would evaluate only those Proposals that are received in the specified forms and complete in all respects.

The Applicant shall prepare and submit one original set of the Documents. The applicants will have to submit their proposals in triplicate (One in original and Two duplicate copies)

The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue/black ink. All the alternations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

- (i) by the proprietor, in case of proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
- (iii) by a duly authorized person holding the Power of Attorney (the "**Authorized Representative**"), in case of a Limited Company or a corporation; or
- (iv) by the Authorized Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant or a notary public on the specified form shall accompany the Proposal.

Applicants should note the Proposal Due Date, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

The Applicant shall provide all the information sought under this RFP. The JSEB would evaluate only those Proposals that are received in the specified forms and complete in all respects.

8.3 Technical Proposal

Applicants shall submit the technical proposal in the format at Annexure - 4 (the "**Technical Proposal**"). The offer should be accompanied with Bank Draft Rs. 2,00,000/- (Rupees Two Lac) (refundable) as a earnest money (bid security) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favor of "**Dy. Director of Accounts (Hqr.)**" payable at Ranchi, should be submitted along with proposal failing which bid will be rejected. The bidders will be informed about the date/ time of presentation, if needed.

The bidder will submit about the status regarding their previous assignments and about the assignments which are likely to be in future. They will submit their information in a format enclosed as Annexure – 10 with an affidavit.

While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) List of key personal along with CVs of all Professional Personnel has been submitted; please note that these personnel should be on the payrolls of the bidding firm for at least One year.
- (b) The CVs have been recently signed in blue/black ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned/countersigned CVs shall be rejected;
- (c) If an individual Key Personnel makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be debarred for any future assignment of the Authority and Suitable Legal action will also be taken.

The Technical Proposal shall not include any financial information.

The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/ support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule.

The Key Personnel specified in Clause 8.3 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each Professional Personnel should also be submitted in Annexure – 5.

8.4 Financial Proposal

Applicants shall submit the financial proposal in the Annexure-6 (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.

In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

(iii) Costs shall be expressed in INR.

8.5 Instruction for Submitting Proposal

The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by JSEB and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

The Proposal will be sealed in an outer envelope which will bear the address of the Chief Engineer (APDRP), JSEB.

The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'.

The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the persons signing the Proposal.

The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

The rates quoted shall be firm throughout the period of performance of the assignment

8.6 Proposal Due Date

Proposal should be submitted on or before Proposed Due Date.

The JSEB may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum.

8.7 Late Proposals

Proposals received by the JSEB after the specified time on Proposal Due Date shall not be eligible for consideration and shall be rejected.

9. Conflict of Interest

9.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a conflict of Interest shall be disqualified. In the event of disqualification, JSEB shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to JSEB for, inter alia, the time, cost and effort of JSEB including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the JSEB hereunder or otherwise.

9.2 The JSEB requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the JSEB.

9.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be considered to have a Conflict of Interest that effects the Selection Process, if:

(i) The Applicant, its consortium member (the "**Member**") or Associate (or any Constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 1% (one percent) of the paid up and subscribed share capital of such Applicant, Member of Associate; provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a Public Financial Institution referred to in Section 4A of the Companies Act 1956; or For purposes hereof, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/Consortium Member (the "**Associate**").

As used in this definition, the expression "control" means, with respect to a person which is as company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of lay or by contract or otherwise.

(ii) a constituent of such Applicant is also a constituent of another Applicant; or

(iii) such Applicant receives or has received any direct or indirect subsidy from any other Applicant; or

(iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(v) such Applicant has as relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or

(vi) if there is conflict among this and other consulting assignments of the Consultant (including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Consultant or having common controlling shareholders. The duties of the Consultant depend on the circumstances of each case. While providing consultancy services to JSEB for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

(vii) a firm which has been engaged by JSEB to provide goods or works for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of project, and its members or associates, will be disqualified form subsequently providing goods or works or services related to the same project; or

(viii) The Applicant, its member or associate (or any constituent thereof) and the Concessionaire, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the Concessionaire or its contractor(s) or sub-contractor(s) is less than 1% (one percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to a bank, insurance company, pension fund

or a Public Financial Institution referred to in section 4A of the Companies Act 1956.

An Applicant eventually appointed to provide Consultancy for this Project, as well as any of its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest.

10. Bid Security

The Applicant shall furnish as part of its Proposal, a Bid Security of Rs. 50,000/- (Rs. Fifty thousand only) in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favor of **“Dy. Director of Accounts (Hqr.)”** payable at Ranchi, returnable not later than 15 days from PDD except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment as per RFP, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 30 days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and furnishing the Inception Report in accordance with the provisions thereof.

Any Bid not accompanied by the Bid Security shall be rejected by JSEB as non-responsive.

The JSEB shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the JSEB any other right of remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the JSEB as the mutually agreed pre-estimated compensation and damage payable to JSEB form inter alia, time, cost and effort of the JSEB in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiation;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment; or

(f) If the Applicant is found to have a Conflict of Interest as per Clause-9.

11. Validity of the Proposal:

The Proposal shall be valid for a period of not less than 90 days from the proposal due date.

12. Communications:

Communications including the submission of proposal should be addressed to:

Chief Engineer-APDRP,
Jharkhand State Electricity Board,
Ranchi
Phone : 0651-2400760
Fax : 0651-2400760
E-mail : pushpendra_k_sinha@yahoo.com
The **Official Website** of JSEB is: <http://www.jseb.in>

12.1. Engineer-in-charge, ESE (APDRP), Hqr.

For any clarification you may contact –
Er. C.L. Roy, Mob: - 09934158936

13. EVALUATION PROCESS

13.1 Evaluation of Proposals

The JSEB shall open the Proposals on specified Proposal Due Date, in the office of Chief Engineer – 1, JSEB in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

Proposals for which a notice of withdrawal has been submitted in accordance with Clause 8.8 shall not be opened.

Prior to evaluation of Proposals, the JSEB will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if:

- (i) it is received as per Annexure-4 (Technical Proposal) and at Annexure-6 (Financial Proposal);
- (ii) it is received by the Proposal Due Date including any extension thereof
- (iii) it is accompanied by the Bid Security as specified in RFP;
- (iv) it is signed, sealed, hard bound and marked as stipulated RFP
- (v) it is accompanied by the Power of Attorney as per Annexure-7.
- (vi) it contains all the information (complete in all respects) as requested in the RFP;
- (vii) it does not contain any condition or qualification; and
- (viii) it is non-responsive in terms hereof.

The JSEB reserves the right to reject any proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the JSEB in respect of such Proposals.

The JSEB would subsequently examine and evaluate Proposals in accordance with the Selection Process and the criteria set out in Section of this RFP.

After the technical evaluation, the JSEB would prepare a list of responsive Applicants for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of technical evaluation and opening of Financial Proposals. Before opening of the Financial Proposal, the list of responsive Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The JSEB will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposal would be carried out in terms of Clause 14.

Applicants are advised that Selection will be entirely at the discretion of the JSEB. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

Any information contained in the Proposal shall not in any way be construed as binding on the JSEB, its agents, successors or assigns, but shall be binding against the Applicant if the consultancy is subsequently awarded to it.

13.2 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained Professional Advisor advising the JSEB in relation to or matters arising out of, or concerning the selection process. JSEB will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. JSEB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or JSEB.

13.3 Clarifications

To facilitate evaluation of Proposal, JSEB may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by JSEB for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought within the

specified time, its Proposal shall be rejected. In case the Proposal is not rejected, JSEB may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of JSEB.

14. Evaluation of Financial Proposal

14.1 The financial evaluation will be carried out as per this Clause Each Financial Proposal will be assigned a financial score (SF).

For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

JSEB will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not in title the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. Financial Proposal of un-successful Bidders will be returned back unopened. Financial proposal should be un-conditional, failing which the bid shall be rejected.

15. Negotiations

The L1 bidder may be invited for negotiations.

16. Indemnify

The Consultant shall, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services.

17. Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, JSEB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by JSEB on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

18. Commencement of Assignment

The Consultant shall commence the Services within seven days of the date of effectiveness of the Agreement. If the Consultant fails to either sign the Agreement or commence the assignment as specified herein, JSEB may invite the second ranked Applicant for negotiation,. In such an event, the Bid Security of the First ranked Applicant shall be forfeited and appropriated in accordance with the provision of RFP.

19. Proprietary data

All documents and other information provided by the JSEB should be treated as strictly confidential.

20. FRAUD AND CORRUPTIONS

The Applicants and their respective officers, employers, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the JSEB shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determined that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**" in the Selection Process. In such an event, the JSEB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the JSEB form inter alia, time, cost and effort of the JSEB, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

Without prejudice to the rights of the JSEB hereinabove and the rights and remedies which the JSEB may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the JSEB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or the JSEB during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the JSEB to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing in any manner whatsoever, directly or indirectly, any official of the JSEB who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the JSEB, shall be

deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any time has been or is a legal, financial or technical consultant/adviser of the JSEB in relation to any matter concerning the Project;

- (b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly any persons or property to influence any person's participation or action in the Selection Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the JSEB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process' or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

21. Liquidated Damages for Delay in Completion:

If the Consultant fails to execute and complete the work within the time specified in the contract or within the period of extension granted except in so far that the delay is on the Purchaser's account, agreed liquidated damages @ 0.25% (one quarter percent) per week of delay or part thereof subject to a maximum 5% (five percent) of the work delayed. The Chief Engineer (APDRP) shall at his sole discretion, specify a time limit within which the unfinished portion of the work shall be completed. In the event of failure of the Contractor, the Purchaser shall be at liberty to take action in accordance with provision of the contract.

Recovery of liquidated damages from the Contractor shall in no way relieve the Contractor from his contractual obligations to complete the work as per contract.

22. Adjustment of Liquidated Damages

The Consultant at the time of signing of agreement will furnish a unconditional Bank Guarantee as Performance Security equivalent to 5 % of the contract amount (Annexure-8).

23. SETTLEMENT OF DISPUTES

23.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

23.2 Dispute resolution

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.

23.3 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non privileged records, information and data pertaining to any Dispute.

23.4 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Chairman of the Board of Directors of the Consultant for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration.

23.5 Arbitration

All Disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this contract or breach thereof shall be settled amicably. If, however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators will give reasoned award.

Work under the contract shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot possibly be continued until the decision of the arbitrators or of the Umpire, as the case may be, is obtained and save as those which are otherwise expressly provided in the contract, no payment

due or payable by the Purchaser shall be withheld on arbitration proceeding unless it is the subject matter or one of the subject matters thereof. The venue of arbitration shall be at Ranchi.

23.6 The Contract shall be subject to the exclusive jurisdiction of Courts at Ranchi having jurisdiction at Ranchi (with the exclusion of all other Courts).

24. PRE-PROPOSAL CONFERENCE

Pre-Proposal Conference of the Applicant shall be convened on dated at the designated date, time and place. Interested Empanelled IT Consultants shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. JSEB endeavor to provide clarification and such further information as it may, in its sole discretion, consider appropriate for facilitating fair, transparent and competitive process. The final decision on any matter whatsoever will be communicated to all the bidders and will be binding over the agreement.

25. MISCELLANEOUS

The Selection shall be governed by, and constitute in accordance with, the law of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant under to and/or in connection with the Selection Process.

The JSEB, in its sole discretion and without incurring any obligations or liability, reserves the right, at any time, to:

- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and condition relating thereto;
- (b) Consult with any Applicant in order to receive clarification or further information;
- (c) Retain any information and/or evidence submitted to the JSEB by, on behalf of and/or in relation to any Applicant; and/or
- (d) Independently verify, disqualify, reject and/or accept any and all submission or other information and/or evidence submitted by or on behalf of any Applicant.

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the JSEB, its employees, agents and advisers, irrevocably,

unconditionally, fully and finally from any and all liability for claims, loses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

E.S.E. (APDRP)
Jharkhand State Electricity Board, Ranchi

JHARKHAND STATE ELECTRICITY BOARD, RANCHI (CODE J)
R-APDRP (under XIth Plan)

Details of project areas for preparation of R-APDRP Schemes

Sl. No.	Name of the Area	Name of the Circle	Name of the Town	Population based on census 2001
1	Ranchi	Ranchi with data centre	Ranchi	847093
			Khunti	29282
		Gumla	Gumla	39761
			Lohardagga	46196
			Simdega	33981
2	Singhbhum, Jamshedpur	Jamshedpur without data centre	Jamshedpur,	891894
			Adityapur	119233
			Ghatshila,	33980
			Musabani	37854
		Chaibasa	Chaibasa,	37854
			Chakradharpur	55,228
3	Dhanbad	Dhanbad	Dhanbad,	199258
			Nirsa	131466
		Loyabad	Jharia	175000
			Sindri	75000
			Chas	97221
			Katras	51233
4	Hazaribagh	Hazaribagh	Hazaribagh,	127269
			Koderma-Jhumaritalaiya	69503
			Ramgarh,	73434
			Chatra	42020
		Giridih	Giridih	98989
			Jainamore	30096
			Gomia	45548
			Phusro	83474

Deliverables, Time frame and Payment Milestones

Sl. No	Particulars of Task	Deliverable	Payments as percentage of total contract amount
1	Conceptualization including As-Is, Site Readiness, DPR Preparation	As-Is Report	20 %
		DPR Preparation	
		On approval DPR from Nodal Agency (PFC)	
2	Assistance for placement of contract for implementation	RFP and tender documents preparation	15%
		Tender Evaluation	
3	Project implementation	Supervision of work and evaluation of project	30%
		Report preparation for MoP	10%
4.	Performance Guarantee	It will be released after satisfactory completion of the work of the IT-consultant	25%

Please Note:

- a. If the bidders require, 10% of the Contract value for services may be given as mobilization advance after the effective date of Contract on Submission of a Bank Guarantee for equal amount in Purchaser's enclosed proforma from Nationalized Bank. This advance will carry 10% simple interest p.a. after a period of three months from released of advance to the bidder on an adjusted amount.
- b. 5% of the Contract value on submission of proof of setting-up of Contractor's office & store & commencement of work and on submission of Bank Guarantee for equal amount in Purchaser's enclosed proforma from Nationalized Bank. This advance will carry 10% simple interest per annum.
- c. Timeframe defined above is with respect to the Zero date which is date of signing of the contract.

FORMAT FOR TECHNICAL BID

NAME OF THE BIDDER:

REGISTERED OFFICE:

DETAILS OF CONTACT PERSONS (along with their telephone numbers, fax numbers, e-mail Ids) :

A] SHORTLISTING PARAMETERS

Sr. No	Criteria																
1	Past experience of the company <ul style="list-style-type: none"> • Number of years of experience • Past experience of similar nature in power sector • Past experience in carrying out studies in other sectors • Past track record of time bound completion of consultancy contract. (Along with documentary evidence of above all as required for technical evaluation as specified in RFP)																
2	Experience of key personnel <ul style="list-style-type: none"> • No. of key personnel employed with consultant • Qualifications • Relevant experience (in similar assignments) (All above required for technical evaluation as specified in RFP)																
3	Financial strength of the bidder (to be certified by Chartered Accountant) (Rs. in lakh) <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Year ending</th> <th>Turnover</th> <th>Net Worth</th> <th>Profit/Loss</th> </tr> </thead> <tbody> <tr> <td>FY 06</td> <td></td> <td></td> <td></td> </tr> <tr> <td>FY 07</td> <td></td> <td></td> <td></td> </tr> <tr> <td>FY 08</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Year ending	Turnover	Net Worth	Profit/Loss	FY 06				FY 07				FY 08			
Year ending	Turnover	Net Worth	Profit/Loss														
FY 06																	
FY 07																	
FY 08																	

Note : Please provide details of **each** reference project for which your company was contracted by the client in the details below :

Name of the client:

Start date of assignment:

End date of assignment:

Approx value of services:

Detailed narrative description of project:

Detailed description of actual services provided by your company:

B] Key Personal Detail

Name of Personnel	
Designation:	
Years with Company:	
Years of Experience:	
Nationality:	
Area of Specialization:	
Proposed position on Team:	
Core skills & work experience:	
Professional Qualification:	

Format for CVs

Suggested format for Curriculum Vitae for members of consultants team

1. Name: _____

2. Profession/Present Designation: _____

3. Years with firm: _____ Nationality: _____

4. Area of Specialization: _____

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, summarize College/ University and other specialized 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 organization, 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 : _____

FINANCIAL PROPOSAL

Item No.	Description	Amount (Rs.)
A	Cost of Consultancy as per TOR	
B	Service Tax	
C	Total (A+B) (in Rs.) In Indian Rupees in figures in words	

Note:

1. The prevailing present rate of the service tax should be quoted against item no. B above. However, the service taxes will be payable as per rate at the time of submission of bills.
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes, if any.

Power of Attorney

Bank Guarantee for Performance Security

RFP Submission Sheet

From:

To:

Sir,

for assisting the JSEB for establishing base line data and IT applications for Energy Accounting/Auditing and IT Based Consumer Service Centers_____. I/we _____ Consultant/ Consultancy Firm herewith enclose RFP for assisting the JSEB for establishing base line data and IT applications for Energy Accounting/Auditing and IT Based Consumer Service Centers _____. 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 JSEB, 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 during the currency of the R-APDRP.

I/we undertake to open office in the state of the contract awarding utility.

Yours faithfully,

Signature : _____

Full Name : _____

Address :

Chief Engineer (APDRP)

C/8 may kindly be perused with its enclosure placed at C/1 to C/7. M/s PFC have forwarded a list of 20 Nos. empanelled IT consultants under R-APDRP. A guideline in this regard is downloaded from the site of PFC is placed at C/ 9 to C/ 11. A draft NIT proposal is placed at C/ 15 to C/ 50 for your kind perusal. The scope of work, payment condition, contract period etc. is mentioned in the draft NIT. Scheme of 5 towns amounting to Rs. 8.82 Cr. has been sanctioned under part A of R-APDRP which has communicated by the PFC placed at C/12 to C/14. As discussed with PFC authority 5% (2% +3%) of the sanctioned amount is against consultancy charge.

Schedule of Selection Process

Important Dates

S. No	Event Description	Estimated date and time
1	Issue of RFP	19.03.2009
2	Pre bid conference	27.03.2009 at 03:00 PM, JSEB Hqr. Ranchi
3	Proposal due date	30.03.2009 at 1:00 PM
4	Opening of Technical Proposal	30.03.2009 at 3:00 PM
5	Opening of Financial Proposal	06.04.2009 at 11:15 AM

Limited tender may be floated among the empanelled IT consultants placed at C/3 & C/4.

Put up for needful.

(C. L. Roy)
E.S.E. (APDRP)

Member (Technical)

Chief Engineer (APDRP) is out of Head Quarter.

A meeting was held in the office chamber of the Chairman on dated 24.03.2009 at 4:30 PM. The Member (Technical), Engineer-in-Chief, Chief Engineer (Com. & Rev.), F.C.-III, Chief Engineer (S&P), ESE (APDRP) the present in the meeting. It is decided to issue the

limited tender on 25.03.2009 to appoint the I.T. Consultant from in Empanelled list of IT Consultant by PFC. The revised proposal is put up after rescheduling at C/ 51 to C/ 71, keeping (enclosures the same) as mentioned below: -

Reschedule of Selection Process

Important Dates

S. No	Event Description	Estimated date and time
1	Issue of RFP	25.03.2009
2	Pre bid conference	04.04.2009 at 03:00 PM, JSEB Hqr. Ranchi
3	Proposal due date	13.04.2009 at 1:00 PM
4	Opening of Technical Proposal	13.04.2009 at 3:00 PM
5	Opening of Financial Proposal	20.04.2009 at 11:15 AM

Limited tender may be floated among the empanelled IT consultants placed at C/3 & C/4. The tender will be loaded on the website of the JSEB. The empanelled IT consultants will be informed by Fax to download the bid documents.

Put up for needful.

(C. L. Roy)
E.S.E. (APDRP)