

Bid Specification: CE/G/P/02-03/APDRP/IV/577
(CE-I/E&P/R-APDRP/09/579)

Single Stage – Two Envelope Procedure

Request for Proposal for Appointment of IT
Consultant from Empanelled List of IT Consultants
by PFC
for
Assisting the Energy & Power Department, GoS for
Establishing Base Line Data and IT Applications for
Energy Accounting / Auditing and IT Based
Consumer Service Centers
Under GoI's R-APDRP

By
Energy & Power Department
Government of Sikkim
Gangtok.

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	04 February 2009.
2	Proposal due date	10 February 2009.
3	Opening of Technical Proposal	10 February 2009 at 15:00 hrs
4	Opening of Financial Proposal	11 February 2009 at 11:00 hrs
5	Letter of Award	12 February 2009
6	Signing of Contract	14 February 2009

TERMS OF REFERENCE for selection of IT Consultant to assist the E&PD 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 XI 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 XI 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 13 nos.** Urban & High Density areas - towns and cities with a population of more than 10,000 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 E&PD 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) Handhold utilities for implementing SRS, including "As is" study, integration aspects etc.

- (ii) To assist utilities in customizing the model bid document to deliver project area(s)/utility specific bid document
- (iii) Assist utilities in filling in the DPR, and answering any queries raised by Nodal Agency
- (iv) Conduct 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, till appointment of PMC.

5- Further outline of task to be carried out by the IT Consultant shall be as below;

- a. **'As is' study:** IT CONSULTANT shall 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.
- b. Coordinate with the utility 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 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.
- f. ***Coordinate with Utility 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 providing completion certificates 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 utility in assessing and approving the testing plans submitted by the implementation agency.
- j. **Program Management:** IT CONSULTANT shall be responsible for working as the Project Management Consultant for monitoring and supervising implementation process carried out by ITIA for successful execution of agreement.
- k. 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.

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-II shall be submitted in triplicate on the basis of task completed to Chief Engineer-I for his approval, payment will normally be made within 7 days from the approval of Chief Engineer-I.
- 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 eighteen months from the Date of signing of the Contract unless extended with mutual consent.

8. PREPARATION 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. E&PD 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 / Certificate as to Corporate Principal (Annexure-7) 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 E&PD 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. 50,000/- (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 "**PCE-cum-Secretary, Energy & Power Department, Govt. of Sikkim** " payable at Gangtok, 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.

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) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP; and

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.

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 E&PD 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-1, Energy & Power Department** as given in Clause-11.

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 E&PD may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum.

8.7 Late Proposals

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

8.8 Modification,/substitution/withdrawal of Proposals

The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by E&PD prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with RFP with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL", as appropriate.

Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

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, E&PD shall

forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to E&PD for, inter alia, the time, cost and effort of E&PD including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the E&PD hereunder or otherwise.

9.2 The E&PD 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 E&PD.

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 law 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 E&PD 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 E&PD 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 from 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 **"PCE-cum- Secretary, Energy & Power Department, Govt. of Sikkim"** payable at Gangtok, returnable not later than 30 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 120 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 E&PD as non-responsive.

The E&PD 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 E&PD any other right of remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the E&PD as the mutually agreed pre-estimated compensation and damage payable to E&PD form inter alia, time, cost and effort of the E&PD 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) Is 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:**

All communications including the submission of proposal should be addressed to:

Chief Engineer-1,
Energy & Power Department,
Government of Sikkim,
Kazi Road, Gangtok
Phone: 03592-202510
Fax-03592-202927
E-mail:akgiri244@yahoo.co.in

The **Official Website** of E&PD is: <http://www.sikkimpower.org/>

13. **EVALUATION PROCESS**

13.1 Evaluation of Proposals

The E&PD shall open the Proposals on specified Proposal Due Date, in the office of Chief Engineer – 1, E&PD 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 E&PD 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 / Certificate As to Corporate Principal 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 E&PD 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 E&PD in respect of such Proposals.

The E&PD 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 E&PD 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 E&PD 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 E&PD. 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 E&PD, 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 E&PD in relation to or matters arising out of, or concerning the selection process. E&PD 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. E&PD 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 E&PD.

13.3 Clarifications

To facilitate evaluation of Proposal, E&PD may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by E&PD 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, E&PD 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 E&PD.

14. Evaluation Criteria

The RFP shall be scrutinized on the basis of details provided in Envelop A (Technical Bid) following the under mentioned short listing criteria:

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 will be as per below table:

S. No.	Description	Document required	Maximum Marks
1.	CV and Staffing Schedule (Employees more than One year with the firm)	CV and Staffing Schedule	25
1a	Appropriateness of CVs Minimum requirement of people in each category shall be specified: <ul style="list-style-type: none"> ○ 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 		15
1b	Staffing Schedule		10
2	Credentials: Experience in Indian Power Distribution Company	Credentials format and documentary evidence	45
2a	Revenue Loss Reduction projects		10
2b	Experience of Working in State of Sikkim		5

2c	Project Management		10
2d	Bid Management		5
2e	DPR Preparation		5
2f	Relevant IT Experience: IT 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.		10
3	Approach & Methodology	A&M	20
4	Cumulative Turnover of the firm (last 3 financial years)		10
Total			100

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.

c) WEIGHTAGES: Technical aspects shall carry 70 % weightage whereas the Financial aspects shall carry 30% weightage.

d) **Financial bid:-**The financial bid would be awarded marks out of maximum 30 based on formula below:

$$\text{Marks (max 30) on Fin. Bid} = 30 \times \frac{\text{Lowest Financial bid}}{\text{Financial bid under evaluation}}$$

15. Evaluation of Financial Proposal

15.1 In the second stage, 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.

E&PD 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 entitle 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 unsuccessful Bidders will be returned back unopened. Financial proposal should be unconditional, failing which the bid shall be summarily rejected.

15.2 Combined and Final Evaluation

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.

16. APPOINTMENT OF CONSULTANT

Negotiations

The first marked Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel if needed shall have to be replaced by the Applicant with a better candidate to the satisfaction of the E&PD. In case the Selected Applicant fails to reconfirm its commitment, the E&PD reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations

The E&PD will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the Satisfaction of the E&PD

The E&PD will examine the credentials of all Sub-Consultants Proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the E&PD.

17. Substitution of Key Personnel

E&PD will not normally consider any request of the Selected Applicant for substitution of Key Personnel during negotiations as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

E&PD expects all the Key Personnel to be available during implementation of the Agreement. E&PD will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant.

Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

18. Indemnify

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

19. 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, E&PD 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 E&PD on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

20. 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, E&PD 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.

21. Proprietary data

All documents and other information provided by the E&PD or submitted by an Applicant to the E&PD shall remain or become the property of the E&PD. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The E&PD will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the E&PD in relation to the Consultancy shall be the property of the E&PD.

22. 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 E&PD 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 E&PD 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 E&PD from inter alia, time, cost and effort of the E&PD, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

Without prejudice to the rights of the E&PD hereinabove and the rights and remedies which the E&PD may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the E&PD to have directly or indirectly or thorough 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 E&PD during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the E&PD 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 E&PD 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 E&PD, 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 E&PD 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 E&PD 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.

23. Liquidated Damages for Delay in Completion:

In case of a delay attributable to the Consultant in the deliverables (milestones) within the period stipulated in the agreement, the consultant shall be liable to pay, at the discretion of the competent Authority of the E&PD, the liquidated damages to the E&PD upto ½ % per week or part of week on the price, subject to a maximum ceiling of 10% reckoned on the total contract value. Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the consultant, for

which documentary evidence shall be produced to the satisfaction of the competent Authority of the E&PD.

24. Adjustment of Liquidated Damages

24.1 E&PD shall deduct the amount of Liquidated damages out of performance security provided by the Consultant in the form of a Bank Guarantee or any other form.

24.2 The Consultant at the time of signing of agreement will furnish a unconditional Bank Guarantee as Performance Security equivalent to 10 % of the contract amount (Annexure-8)

25. SETTLEMENT OF DISPUTES

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.

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.

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.

Conciliation

In the event of any Dispute between the Parties, either Party may call upon ** and 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.

Arbitration

Any Dispute which is not resolved amicably by conciliation, as provided in Clause 25, shall be finally decided by reference to arbitration by a Board of Arbitrators. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be [Gangtok](#).

There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

The arbitrators shall make a reasoned award (the "**Award**"). Any award made in any arbitration shall be final and binding on the Parties as from the date it is made, and the Consultant and the E&PD agree and undertake to carry out such Award without delay. The Consultant and the E&PD agree that an Award may be enforced against the Consultant and/or the E&PD as the case may be, and their respective assets hereever situated.

The rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

26. MISCELLANEOUS

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

The E&PD, 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 E&PD 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 E&PD, 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.

Chief Engineer -1
Energy & Power Department, Gangtok

Annexure-1

ABSTRACT

DETAILS OF PROJECT AREAS HAVING FOR PREPARATION OF R-APDRP SCHEMES

Sl. No.	Name of District	Name of town
1	East	Gangtok
2		Pakyong
3		Ranipool
4		Rongli + Rehnock
5		Singtam + Rongpo
6	West	Sombaria
7		Soreng
8		Gyalsingh
9	South	Jorethang
10		Melli Bazar
11		Namchi
12		Ravangla
13	North	Mangan

Annexure-3

Deliverables, Time frame and Payment Milestones

S. No	Activity	Deliverable	Time Frame
1	Conceptualization including As-Is, Site Readiness, DPR Preparation	1a. As-Is Report	1 Month (0+1M)
		1b. Site readiness Report	30 days (0+2M)
		1c. DPR (Post approval)	30 days (0+3 M)
2	Assistance for placement of contract for implementation	2a. RFP Preparation	1 Month (0+4 M)
		2b. Technical Scores	1 Month (0+5 M)
		2c. Financial Scores	15 days (0+5.5M)
		2d. Draft Contract Agreement	15 days (0+6M)
3	Procurement & Inspection, Testing	Procurement & Inspection, Testing Report	0+18M
4	Program Management	Monthly Review Meetings and reports, Resolution of vendor queries, handholding	Ongoing till completion of the project

General terms and conditions of Payment Schedule

1. All payments shall be made by the Purchaser in favor 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 30 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.

7. Timeframe defined above is with respect to the Zero date which is date of signing of the contract.

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

i) 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.

ii) **Milestone based payment**

Deliverable	% of Contract Value
<p>A report giving clear picture on:-</p> <ul style="list-style-type: none"> • Existing IT Infrastructure (hardware, software, network etc..) in the utility • 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 	15%
<p>A report stating:</p> <ul style="list-style-type: none"> • Legacy systems that can be integrated with the solutions proposed by 	15%

Deliverable	% of Contract Value
<p>ITIA.</p> <ul style="list-style-type: none"> • Cost Benefit and Performance impact analysis of integrating the legacy systems to adapting other solutions which may be available <p>A report stating:</p> <ul style="list-style-type: none"> • 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 RAPDRP guideline for the respective project area(s) 	
<ul style="list-style-type: none"> • Release of Customized RFP document for ITIA appointment. • Finalization of contract with selected ITIA bidder 	30%
<ul style="list-style-type: none"> • 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%
<ul style="list-style-type: none"> • On successful commissioning of at-least half of the total number of towns to be covered. 	10%
<ul style="list-style-type: none"> • On successful commissioning of all towns under the scope of towns to be covered. 	5%
<ul style="list-style-type: none"> • 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. 	5%
<ul style="list-style-type: none"> • On successful completion of all responsibilities and obligations under the contract 	5%

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" data-bbox="418 1808 959 1917"> <thead> <tr> <th data-bbox="418 1808 532 1917">Year ending</th> <th data-bbox="532 1808 683 1917">Turnover</th> <th data-bbox="683 1808 792 1917">Net Worth</th> <th data-bbox="792 1808 959 1917">Profit/Loss</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Year ending	Turnover	Net Worth	Profit/Loss				
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:	
--------------------------------	--

Annexure-5

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

Please specify the Lump Sum Price of the assignment.

SI. No	Name of Costs	Lump Sum Amount (INR)		Value of Tax/Duty/Cess in the Lump Sum Amount (Service Tax @ 12.36%)	
		(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:

Annexure-7

Certificate as to Corporate Principal

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

I, certify that, I am of the company under the laws of India and that who has signed this tender is authorized to bind the Company/ Firm by authority of its governing body.

Signature :

Full Name :

Address :

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Annexure-8

Bank Guarantee for Performance Security

(to be given to successful ITC along with LOA)

Annexure-9

RFP Submission Sheet

From:

To:

Sir,

for assisting the E&PD 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 E&PD 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 a utility, 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 :