

Dear An initiative
of



Ministry of Power
Govt. of India

**Restructured Accelerated Power Development and Reforms
Programme (R-APDRP) of Govt. of India**

**Global Request for Proposal (RfP)
For Appointment of Third Party Independent
Evaluation Agency – IT (TPIEA-IT)**

For further details, please visit the website
www.apdrp.gov.in OR www.pfcindia.com

Nodal Agency



**Power Finance
Corporation Ltd.**

Global Request for Proposal for
Appointment of

Third Party Independent Evaluation Agency (IT)

Under GoI's R-APDRP

BY



POWER FINANCE CORPORATION LIMITED

Single Stage – Two Envelope Procedure

RfP Identification No: 02:10: R-APDRP: I: 2010: TPIEA-IT

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Section-I: Preface

About R-APDRP

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

Government of India (GOI) initiated reforms in the distribution sector in 2000. Distribution sector provides the last mile connectivity for power supply and deals with large number of consumers. As a part of distribution reforms, GOI launched APDP (Accelerated Power Development Program) in 2001 which was later rechristened as APDRP (Accelerated Power Development and Reforms Program) during the 10th Five Year Plan. To continue the support to distribution reforms during the 11th Five Year Plan, GOI has continued R-APDRP (Restructured APDRP) with revised terms and conditions.

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

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

Projects under the R-APDRP program shall be taken up in Two Parts. Part-A shall include the projects for establishment of baseline data and IT applications for energy accounting/auditing, IT based consumer service centres as well as SCADA/DMS Implementation. Part-B shall include regular distribution strengthening projects. The R-APDRP program will cover urban areas – towns and cities with population of more than 30,000 (10,000 incase of special category states). MOP-GOI has appointed Power Finance Corporation as the Nodal Agency for implementing this programme.

Appointment of TPIEA-IT

It is envisaged by Ministry of Power, Government of India that, in order to ensure verification of completion of IT projects under R-APDRP Part-A, TPIEA-IT shall be appointed by Nodal Agency. The main task of the TPIEA-IT shall be:

- a) Verify completion of IT projects under R-APDRP Part-A for establishment of baseline data system for revenue & energy and IT applications for energy accounting & IT based customer care services
- b) Verify completion of SCADA/DMS projects under R-APDRP Part-A

The TPIEA-IT shall be responsible for providing the above services for each of the project areas covered under all the States in zone for which the project is awarded. There shall be four zones viz. North, East, South & West in entire country.

The detailed scope of work of TPIEA-IT has been provided in Section V. It is envisaged that TPIEA-ITs under R-APDRP, to be appointed zone wise. The list of Zones/Towns/SCADA towns for reference purpose is provided in Appendix A

Section- II: Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Services incidental thereto as specified in the Scope of Work at Section V. The name and identification number of the International competitive Bidding (ICB) are provided in the BDS.
 - 1.2 **An agency can be TPIEA-IT for not more than one zone. In case, an agency is found to be L-1 in more than one zone, it shall be awarded for only one zone (the zone shall be as per preference of said agency as mentioned in Form P-1). In such cases, the bid of the agency for zone other than one in which it is being awarded shall be considered non-responsive.**
2. **Source of Funds**
 - 2.1 The Purchaser as Nodal Agency have financing (hereinafter called “funds”) from **Government of India** (hereinafter called “the GoI”) as fee for operationalising R-APDRP including the cost of the project named in the BDS. Purchaser intends to apply a portion of the funds to eligible payments under the Contract for which this Bidding Document is issued.
3. **Corrupt Practices**
 - 3.1 Purchaser requires bidders to observe the highest standard of ethics during the procurement and execution of such contracts.
 - 3.2 Purchaser will reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract
 - 3.3 Furthermore, Bidders shall also note the provision stated in Sub-Clause 2 and Sub-Clause 28.1 (a) (ii) of the General Conditions of Contract.
4. **Eligible Bidders**
 - 4.1 A Bidder may be a natural person, private entity, government-owned entity.
 - *Bidders empanelled under R-APDRP as ITC, ITIA (in any of four roles viz. SI, MDASP, NSP, GSP), SIA, SDC, Process Consultant and have been appointed by any state power utility/ state power department/ state electricity board/Power Finance Corporation under R-APDRP shall not be eligible. Balance may bid provided they submit request for de-empanelment prior to/alongwith submission of bid or else their bids shall not be opened.*
 - *Government Power sector utilities may also bid for the role of TPIEA-IT. These include any client organizations with core business operations as Power Generation or Transmission or Distribution or a combination of above.*
 - *However, state power utilities shall not be permitted to bid for zone in which their utility is located. Central Power Utilities may bid for any zone.*
 - *The bidder should be a sole legal entity. No consortium formation is permitted.*
 - *OEMs providing goods and services under R-APDRP Part-A to*

any state power sector utility shall not be permitted to bid

- 4.2 Participation by Bidder(s) with a conflict of interest situation will result in the disqualification of all Bids in which it is involved. The Nodal Agency considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this Bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) has got empanelled under R-APDRP as ITC, ITIA (in any of four roles viz. SI, MDASP, NSP, GSP), SIA, SDC, Process Consultant and has got assignment from PFC/State utility under R-APDRP.
- 4.3 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

B. Contents of Bidding Document

5. Sections of the Bidding Document

- 5.1 The Bidding Document consist of ten sections which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 7.
- Section I. Preface
 - Section II Instructions to Bidders (ITB)
 - Section III Bid Data Sheet (BDS)
 - Section IV. Eligibility Criteria
 - Section V Scope of Work
 - Section VI. General Conditions of Contract (GCC)
 - Section VII. Special Conditions of Contract (SCC)
 - Section IX. Bidding Forms
 - Section X. Contract Forms
 - Appendix A SCADA/IT Towns/Zones
- 5.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 5.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.
- 5.4 The Bidder is expected to examine all instructions, forms, terms,

and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

- 6. Clarification of Bidding Document**
- 6.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the conclusion of the pre-bid conference. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 7 and Sub-Clause 22.2
- 6.2 Bidders may request any clarification in bid documents by or during the 'Pre-bid' conference. Bidders must submit a written copy of all the clarifications that will be discussed in the pre-bid conference, to the purchaser at least 3 days prior to the pre-bid conference. The Schedule for Pre-Bid conference is given in BDS.
- 7. Amendment of Bidding Document**
- 7.1 At any time prior to the deadline for submission of the Bids or the award of the contract, the Purchaser may amend the Bidding Document by issuing addenda.
- 7.2 The purchaser, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any element of the Services entirely or any part thereof from the bid document till the time of award of contract. All bidders will be notified of any such change.
- 7.3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.
- 7.4 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser and/or through purchaser's website.
- 7.5 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 22.2

C. Preparation of Bids

- 8. Cost of Bidding**
- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 8.2 A demand draft amounting to INR 5,000/- (Five Thousand) in favour of "Power Finance Corporation Limited" payable at "New Delhi" as cost of this document shall be furnished at the time of purchase of document or at the time of submission of RfP document if downloaded from website. Only sold RfP document will be accepted.

9. Language of Bid

9.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern. The authorised signatory shall give an undertaking for authenticity of translation as provided in Form: F-9

10. Documents Comprising the Bid

10.1 The Bid shall comprise of two envelopes submitted together for each zone, one containing the Technical Proposal for Pre-Qualification and the other the Price Proposal for Appointment of TPIEA-IT for all zones as per the format **along with Bid security, proof of cost of document and Form F10.** Bid Security, Proof of Cost of document and Form F-10 shall be separate from Technical & Financial Proposal envelopes and shall be checked for completion prior to technical bid opening. Separate Price Proposals are required for each zone. Price proposals of only those meeting qualifying requirements shall be opened. In case an agency is bidding for more than one zone; only one technical proposal is required in an envelope, while separate price proposals are required to be submitted with one for each zone in separate envelopes.

10.2 Initially, after checking Bid security in accordance with ITB Clause 19, proof of cost of document as per ITB clause 8.2 and Form F10, the Technical Proposals shall be opened at the address, date and time specified in ITB Sub-Clause 25.1. The Technical Proposals shall be evaluated by the Purchaser. No amendments or changes to the Technical Proposals shall be permitted. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids.

10.3 Later, on a specific date Zone wise Price Proposals of technically qualified bidders shall be opened in public at the date and time to be advised by the Purchaser at that time. The Price Proposals shall be evaluated and the Contract shall be awarded to the Bidder whose financial bid is determined to be the lowest, among the received bids. Initially Letter Of Intent may be given, if states in zone considered are not ready. Zero date of work order shall start only after Letter Of Award is given. In case states in a zone are ready, Letter of Award shall be directly given.

10.4 The Technical Proposal shall contain the following:

- (a) Technical Proposal Submission Sheet;
- (b) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20;
- (c) documentary evidence in accordance with ITB Clause 15 establishing the Bidder's eligibility to bid;
- (d) documentary evidence in accordance with ITB Clauses 16 and 28, that the Services conform to the Bidding Document;
- (e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (f) any other document required in the BDS.

10.5 The Price Proposal shall contain the following :

- (a) Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 11, 13, and 14;
- (b) any other document required in the BDS.

Note: The bidder shall quote for all items mentioned in BOQ. Not quoting for any item shall render bid liable for cancellation.

11. Bid Submission Sheets and Price Schedules

- 11.1 The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets provided in Section IX, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 11.2 The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Services, using the forms furnished in Section IX, Bidding Forms
- 11.3 The Bidders should take note of following points while submitting the Price Proposal:
 - (a) Price Proposal should clearly indicate the price to be charged without any qualifications. Service tax as applicable shall be paid as per prevailing rate. No other taxes are payable.
 - (b) Please refer to GCC Clause [13.2] and the SCC for Price adjustments due to change in Tax rates (including local taxes), duties, levies, cess, charges, etc.

12. Alternative Bids

- 12.1 Alternative Price bids shall be rejected.

13. Bid Prices and Discounts

- 13.1 The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 13.2 All items in the Scope of Work must be listed and priced separately in the Price Schedules.
- 13.3 Prices quoted by the Bidder must be firm and final and shall remain constant for one year from date of issue of LOI or LOA whichever is earlier. For the balance works of the BOQ, after one year of issue of LOI or LOA (whichever is earlier), there shall be price escalation as per escalation formula given in Bid Data Sheet. No escalation is however payable due to delays or defaults by TPIEA-IT leading to subsequent extension of of date of completion. The period of contract is three years from date of providing Letter Of Award (LOA) [& not LOI] and may be extended depending on balance job requirement wrt BOQ. The date of start of contract period shall be determined by date of LOA.
- 13.4 The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering the separate discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.

14. Currencies of Bid

- 14.1 Bidders may express their bid price in Indian Rupees only.

15. Documents Establishing the Eligibility of the

- 15.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall:
 - (a) complete the eligibility declarations in the Bid Submission

- Bidder** Sheet, included in Section IX, Bidding Forms; and
- (b) Credentials, financial strengths etc. of the parent/subsidiary company shall not be considered.
- 16. Documents Establishing the Conformity of Services to the Bidding Document**
- 16.1 To establish the conformity of the Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal, the documentary evidence specified in Section IV, Eligibility Criteria.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal, the evidence indicated for each qualification criteria specified in Section IV, Eligibility Criteria.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for such period of six months as mentioned in BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security furnished in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 19. Bid Security**
- 19.1 The Bidder shall furnish as part of its Technical Proposal, a Bid Security in original form and in the amount and currency specified in the BDS.
- 19.2 The Bid Security shall be in the following form of a bank guarantee from a Scheduled Bank as notified by Reserve Bank of India (RBI). In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in the Bidding Forms at Section IX. The form must include the complete name of the Bidder. The Bid Security validity shall be same as bid validity period as mentioned in Bid Data Sheet.
- 19.3 Any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.2, shall be rejected by the Purchaser as non responsive.
- 19.4 The Bid Security of unsuccessful Bidders shall be returned after signing of the Contract with the successful Bidder pursuant to ITB Clause 41.
- 19.5 The successful Bidder has to furnish the required Contract Performance Guarantee at the time of signing the Contract.
- 19.6 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid during the period of bid validity as specified in ITB Clause 19.1, except as provided in ITB Sub-Clause 19.4 or 24 ; or
- (b) if the successful Bidder fails to:
- Sign the Contract in accordance with ITB Clause 40;

- furnish a Contract Performance Guarantee in accordance with ITB Clause 41; or
- Accept the correction of its Bid Price pursuant to ITB Sub-Clause 29.5

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the Technical Proposal, as described in ITB Clause 11 and clearly mark it as “ORIGINAL - TECHNICAL PROPOSAL”. In addition, the Bidder shall submit one copy of the Technical Proposal, and clearly mark it as “COPY - TECHNICAL PROPOSAL”

The Bidder shall also prepare one original of the Price Proposal per zone, as described in ITB Clause 11 and clearly mark it as “ORIGINAL - PRICE PROPOSAL”. In addition, the Bidder shall submit one copy of the Price Proposal, and clearly mark it as “COPY - PRICE PROPOSAL”. One set of price proposal is required for each zone.

In the event of any discrepancy between the originals and the copies, the originals shall prevail.

20.2 The bidder shall submit one common technical proposal for all zones and separate financial (price) proposals for each of the zones, as defined in Appendix A.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, amended printed literature, shall be signed or initialed by the person signing the Bid.

20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original Technical Proposal and copy of the Technical Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL PROPOSAL” and “COPY - TECHNICAL PROPOSAL”. These envelopes containing the original and the copies shall then be enclosed in one single envelope. This single envelope should contain Bid Security, Proof of Cost of document and Form F-10 as separate and not enclosed in envelopes of either technical or financial bids.

The bidder shall be required to submit one common technical proposal for all the Zones.

The Bidder shall also enclose the original Price Proposal and copy of the Price Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - PRICE PROPOSAL” and “COPY - PRICE PROPOSAL”. These envelopes containing the original and the copies shall then be enclosed in one single envelope. Separate price proposals are required per zone.

- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 22.1; and
 - (c) bear the specific identification of this bidding process indicated in the BDS
- 21.3 The outer envelopes and the inner envelopes containing the Technical Proposals shall bear a warning not to open before the time and date for the opening of Technical Proposals, in accordance with ITB Sub-Clause 25.1.
- 21.4 The outer and inner envelopes containing the Price Proposals shall bear a warning not to open until advised by the Purchaser in accordance with ITB Sub-Clause 25.2.
- 21.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening and resultant disqualification of the bid.
- 22. Deadline Submission of Bids**
- 22.1 Bids must be received by the Purchaser no later than the date and time, and at the address indicated in the BDS.
- 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 20.3. The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be:
- (a) submitted in accordance with ITB Clauses 20 and 21 (except that Withdrawal Notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.
- 24.3 No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 18.1 or any extension thereof.
- 25. Bid Opening**
- 25.1 Initially, the Purchaser shall conduct the opening of Technical Proposals in the presence of Bidders’ representatives who choose to

attend, at the address, date and time specified in the BDS.

- 25.2 The Price Proposals will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Proposals. The Purchaser shall advise the pre-qualified bidders in writing about the date, time, and location of the opening of Price Proposals.
- 25.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 25.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Proposal or Substitution Price Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Substitution Technical Proposal, if any, shall be opened, read out, and recorded. Substitution Price Proposal, if any, will remain unopened in accordance with ITB Sub-Clause 25.2. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 25.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal or Price Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Proposals, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 25.2.
- 25.6 Initially, all envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a Bid Security and proof of purchase of bid document;
 - (d) any other details as the Purchaser may consider appropriate.
- Only Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids or bid not accompanied with bid security in accordance with ITB Sub-Clause 23.1 and Clause 19.
- 25.7 The Purchaser shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

- 25.8 The date, time, and location of the opening of Price Proposals will be advised to respective bidders in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Proposals.
- 25.9 In case the technical bids have been found non-responsive, the Purchaser will notify Bidders in writing that their technical bids have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document
- 25.10 Later, the Purchaser shall conduct the opening of Price Proposals of all technically responsive bidders, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance. The price bids of technically non-responsive bidders shall not be opened. Only technically responsive bidders shall be invited to attend opening of price bids.
- 25.11 All envelopes containing Price Proposals shall be opened one at a time and the following read out and recorded :
- (a) the name of the Bidder
 - (b) whether there is a modification or substitution
 - (c) the Bid Prices and
 - (d) any other details as the Purchaser may consider appropriate.
 - (e) Only Price Proposals, read out and recorded during the opening of Price Proposals shall be considered for evaluation. No Bid shall be rejected at the opening of Price Proposals.
- 25.12 The Purchaser shall prepare a record of the opening of Price Proposals that shall include, as a minimum, the name of the Bidder and the Bid Price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- 26.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of opening the Technical Proposals to the time of Contract award for any State, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

- 27.1 During technical bid evaluation Stage, to assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in

writing.

However, at any Stage, no change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of Price Proposals, in accordance with ITB Clause 29.

28. Responsiveness of Technical Proposal

28.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

28.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
- (b) limits or is inconsistent in any substantial way, with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals

28.3 If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

28.4 The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in Clause 28.2). Such deviations will be checked and considered. If the deviations proposed are found material in nature, the Purchaser reserves the right to reject such bids. The Purchaser may also ask bidders for clarifications on such deviations during the evaluation. In case Purchaser accepts any deviations proposed by a bidder (mentioned in Bid as Form F-6); then, the Purchaser will clearly specify such deviations in any subsequent award of contract to the same bidder.

29. Non conformities, Errors, and Omissions

29.1 Provided that a Technical Proposal is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

29.2 The Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.3 Provided that a Technical Proposal is substantially responsive, the Purchaser will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 13.2 of Section VII – GCC.

- 29.4 Provided that the Technical Proposal is substantially responsive, the Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above.
 - (d) if there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment.
 - (e) Except as provided in sub-clauses (a) to (d) herein above, the Purchaser shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
- 29.5 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

30. Preliminary Examination of Bids

- 30.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 10.4 have been provided, and to determine the completeness of each document submitted.
- 30.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.
- (a) Technical Proposal Submission Sheet in accordance with ITB Sub-Clause 11.1;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security
- 30.3 Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB Sub-Clause 10.5 have been provided, and to determine the completeness of each document submitted.
- 30.4 The Purchaser shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be

rejected.

- (a) Price Proposal Submission Sheet in accordance with ITB Sub-Clause 11.1; and
- (b) Price Schedules, in accordance with ITB Clauses 11, 13, and 14.

- 31. Examination of Terms and Conditions; Technical Evaluation**
- 31.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 31.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 16, to confirm that all requirements specified in the Qualifying Requirements at Section IV of the Bidding Document have been met without any material deviation or reservation.
- 31.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not substantially responsive in accordance with ITB Clause 28, it shall reject the Bid.
- 32. Margin of Preference**
- 32.1 Not Applicable.
- 33. Evaluation of Bids**
- 33.1 The Purchaser shall evaluate Price Proposals of each Bidder for whom the Technical Proposal has been determined to be substantially responsive.
- 33.2 To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined in this in Section IV, Eligibility Criteria and evaluation methodology in Section VI. No other criteria or methodology shall be permitted.
- 33.3 To evaluate a Price Proposal, the Purchaser shall consider the following:
- (a) the Bid Price quoted in Price Proposal Submission Sheet i.e. inclusive of all duties, levies and taxes.
 - (b) Price adjustment in accordance with Clause 13.3 of ITB for missing or non-conforming item(s) or component(s).
 - (c) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.4;
- 34. Comparison of Bids**
- 34.1 The Purchaser shall compare all substantially responsive bids to determine the lowest cost bid complete in all respects, in accordance with ITB Clause 37
- 35. Post qualification of the Bidder**
- 35.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.
- 35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17, to clarifications in accordance with ITB Clause 27 and the Eligibility Criteria indicated in Section IV. Factors not included in Section IV, Eligibility Criteria shall not be used in the evaluation of the Bidder's

qualification.

35.3 An affirmative determination in accordance with this clause shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Proposals to the Bidder.

36. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids 36.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability, thereby incurring any liability to the Bidders.

F. Award of Contract

37. Award Criteria 37.1 The Purchaser shall award the Contract to the technically responsive Bidder whose financial bid has been determined to be the lowest cost evaluated Bid and is substantially responsive to the Bidding Document, provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.

37.2 The financial bids of only the technically responsive bidders shall be considered.

37.3 An agency can be TPIEA-IT for not more than one zone. In case, an agency is found to be L-1 in more than one zone, it shall be awarded for only one zone (the zone shall be as per preference of said agency as mentioned in Form P-1). In such cases, the bid of the agency for zone other than one in which it is being awarded shall be considered non-responsive.

38. Purchaser's Right to Vary Quantities at Time of Award 38.1 At the time the Contract is awarded or during the execution of contract, the Purchaser reserves the right to vary the quantum of Services from -10% to +10% of the Contract Value (quoted or awarded), without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. Man day rates shall be payable on actual utilization.

39. Notification of Award 39.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The same shall be in form of Letter of Intent (LOI) or Letter Of Award (LOA). LOI shall be provided if states in a zone are not ready for verification by TPIEA-IT. LOA in such cases shall be provided when states in a zone are ready for verification by TPIEA-IT. The zero date of contract shall start only when LOA is provided. The contract validity is three years from date of LOA.

39.2 Until a formal Contract is prepared and executed, the notification (LOI/LOA) of award shall constitute a binding Contract.

40. Signing of Contract 40.1 Promptly after LOA notification, the Purchaser shall send to the successful Bidder the Agreement and the General and Special Conditions of Contract.

40.2 Within such period (as specified in BDS) of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41. Contract 41.1 Within such period (as specified in BDS) of the receipt of notification of award from the Purchaser, the successful Bidder

Performance Guarantee

shall furnish the Contract Performance Guarantee in accordance with the GCC, using the Contract Performance Guarantee Form included in Section X, Contract Forms.

- 41.2 Failure of the successful Bidder to submit the above-mentioned Contract Performance Guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

42. Local Conditions

It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The purchaser shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the purchaser. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.

43. Disclaimer

This Request For Proposal (RfP) has been prepared by the Power Finance Corporation Limited (PFCL) for Ministry of Power, Govt. of India AS ITS DESIGNATED NODAL AGENCY for selection of Third Party Independent Evaluation Agencies - IT (TPIEA-ITs) w.r.t. R-APDRP.

Though adequate care has been taken while preparing the RfP documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder.

While this RfP has been prepared in good faith, PFC does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.

All information submitted in response to RfP become the property of PFC and PFC does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.

In submitting a proposal in response to the RfP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP not any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.

Section-III: Bid Data Sheet (BDS)

A. Introduction	
ITB 1.1	The number of the Invitation for Bids is :
ITB 1.1	The Purchaser is: Power Finance Corporation Limited
ITB 1.1	The name of the ICB is: “Global Request For Proposal(RfP) for Appointment of TPIEA-IT”
ITB 2.1	The name of the Project is: Appointment of Third Party Independent Evaluation Agency – IT (TPIEA-IT)
B. Bidding Document	
ITB 6.1	For <u>clarification purposes</u> only, the Purchaser’s address is: Power Finance Corporation Ltd. 'Urjanidhi', 1, Barakhamba Lane, Connaught Place New Delhi-110 001 Phone No.91-11-23456000
ITB 6.2	Pre-Bid Conference date : 30th November 2010 at 1100 Hours IST Venue: Power Finance Corporation Ltd. 'Urjanidhi', 1, Barakhamba Lane, Connaught Place New Delhi-110 001
ITB 7.1	Website of purchaser: www.apdrp.gov.in www.pfcindia.com
C. Preparation of Bids	
ITB 9.1	The language of the Bid is: English
ITB 10.4	The Bidder shall submit with its Technical Proposal the following additional documents: Refer to Section (IX)
ITB 10.5	The Bidder shall submit with its Price Proposal the following additional documents: Refer to Section (IX)
ITB 12.1	Alternative Bids shall not be permitted.
ITB 13.3	The price escalation shall be as per escalation formula based on Wholesale Price Index (WPI) (Escalation Factor = 0.25 + 0.75(Fn/F0) where Fn is WPI after n (n>=1) years of issue of LOI/LOA whichever is earlier and F0 is WPI on date of LOI/LOA, whichever is earlier).
ITB 14.1 (a)	Bidders may express their bid price in INR. Wherever reference to “Rupees” or “Rs” or “₹” as currency has been made, the same should be taken as “Indian Rupees”.

ITB 18.1	The bid validity period shall be Six months from date of bid submission, i.e. valid till 12th June 2011.
ITB 19.1	The Bid Security shall be required and the amount required to be furnished in Indian Rupee or US \$ is indicated hereunder Rs.50 Lacs (or equivalent US \$ 100,000) Bid Security should be submitted under a separate cover super-scribing "BID SECURITY".
ITB 19.2	The validity of Bid Security shall be same as the bid validity period viz. six months from bid submission date, i.e. valid till 12th June 2011.
D. Submission and Opening of Bids	
ITB 20.1	In addition to the original copy of the Bid, the number of copies is: ONE
ITB 20.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Notarized Power of Attorney: - If the bidder is from a country where this practice is not used then a similar legal instrument of authorization as applicable under the home country laws of bidder must be provided.
ITB 21.2 (c)	The name of ICB: "Global Request for Proposal(RfP) for Appointment of TPIEA-IT" The bid identification No. shall be mentioned by the Bidder prominently on the top of envelope for the lots in the following manner: (a) Bidding process for the bid is : " Single stage Two envelope " (b) Bid identification No. 02:10:R-APDRP:I:2010:TPIEA-IT
ITB 22.1	For bid submission purposes only, the Purchaser's address is: Power Finance Corporation Ltd. 'Urjanidhi', 1, Barakhamba Lane, Connaught Place New Delhi-110 001 Phone No.91-11-23456000
ITB 22.1	The deadline for bid submission is: Date: 13th December 2010 Time: 15.00 Hours IST Wherever reference to "Time" has been made, the same shall be taken as Indian Standard Time. If time is mentioned in "P.M", the same shall be converted into Hours by adding 12 Hours e.g. 3 P.M equal to 3 + 12 i.e. "15.00 Hours IST"
ITB 25.1	The technical bid opening shall take place at: Address:-Power Finance Corporation Ltd. 'Urjanidhi', 1, Barakhamba Lane, Connaught Place New Delhi-110 001 Phone No.91-11-23456000 Date: 13th December 2010

	<p>Time: 16.00 Hours IST</p> <p>The financial bids shall be opened tentatively after a month of opening of technical bids and shall be informed to all technically responsive bidders.</p>
E. Evaluation, and Comparison of Bids	
ITB 32.1	A margin of preference shall not apply.
F. Award of Contract	
ITB 38.1	<p>The percentage by which contract value (Quoted/Awarded) price may be changed is: ±10 percent</p> <p>The percentage by which contract quantities (Quoted/Awarded) quantities may be changed is: ±15 percent</p>
ITB 41.1	After issue of Letter of Award, if the successful bidder fails to furnish the required Contract Performance Guarantee within 15 days of the receipt of notification of award, the Purchaser reserves the right to terminate the award by forfeiting Bid Security without any notice.
ITB 41.2	After issue of Letter of Award, if the successful bidder fails to sign the Contract Agreement within 15 days from the date the Purchaser reserves the right to terminate the award by forfeiting Bid Security without any notice.

Section IV: Eligibility Criteria

A. For all bidders except power sector utilities, following **Qualifying Requirements** shall be applicable:

Financial	(i)	The Bidder should have cumulative turnover of at least Rs.300 crores within the last three audited financial years. (Proof: Audited Annual Reports / Audited Financial Statements for last three applicable financial years)
	(ii)	The Bidder should have a positive net profit before tax (PBT) in each of the last three audited financial years. (Proof: Audited Annual Reports / Audited Financial Statements including Notes & Schedules, for last three applicable financial years)
Technical	(i) Project Experience	The Bidder should have experience of : <ul style="list-style-type: none"> a) Atleast three projects (pertaining to third party IT audit*) worth Rs.50 lakhs aggregate in last three FY. b) IT related projects involving consultancy/supervision and monitoring worth Rs. 25 Crores aggregate in last three FY in utility & infrastructure sector **. (Proof: Work Order or LoA from the owner/client for work done along with completion certificate from bidder's Company Secretary/ Client supporting the above qualifying requirement) *: IT Audit implies verification/certification of installation of IT system **: 'Utility' implies Power/Gas/Water/Telecom sectors & infrastructure sector implies rail/road/ port /airport
	(ii) Manpower/ Company	The Bidder should: <ul style="list-style-type: none"> a. have minimum 100 personnel with atleast 3years experience of IT Audits/IT Compliance Reviews/IT Consultancy etc. b. At least 25 out of 100 above must have IT audit experience (Proof: Certification from Company Secretary/ any of Board of Directors of the company)

B. In case of Government Power Sector Utilities as bidders, following Qualifying Requirements shall be applicable:

Financial	(i)	The Bidder should have cumulative turnover of at least Rs.2500 crores within the last three audited financial years. <i>(Proof: Audited Annual Reports / Audited Financial Statements for last three applicable financial years)</i>
	(ii)	The Bidder should have a positive net profit before tax (PBT) in each of the last three audited financial years. <i>(Proof: Audited Annual Reports / Audited Financial Statements including Notes & Schedules, for last three applicable financial years)</i>
Technical	(i) Project Experience	The Bidder should have experience for at least one of following: a) Implementation/ Supervision of implementation* /Consultancy of Integrated IT system (of value not less than Rs.50 Crores) in last five years covering at least five different modules e.g. Billing, Finance, HR, Materials, Operations etc. with user base not less than 10,000 and spread over at least 25 locations covered by WAN. b) Implementation/Supervision of implementation* /Consultancy of at least three projects (of cumulative value not less than Rs.10 Crores) related to SCADA/Sub-Station Automation/ Sub-Station remote operation in last five years. <i>(Proof: Work Order or LoA from the owner/client for work done along with completion certificate from bidder's Company Secretary/ Client supporting the above qualifying requirement. Where supervision for implementation for in house usage is involved, Work Order provided to implementing agency by bidder shall be required along with completion certificate from bidder's Company Secretary)</i> *: Supervision of Implementation may be for Integrated IT system /SCADA /Sub-Station Automation /Sub-Station Remote operation System for clients or for in house usage of bidder
	(ii) Manpower/ Company	The Bidder should have : a. A dedicated group for IT enablement for real time & transactional environment with at least 200 persons on permanent rolls in IT department for past three years <u>or</u> b. A dedicated group for SCADA/Sub-Station Automation with at least 25 persons on permanent rolls in the department for past three years <i>(Proof: Certification from Company Secretary/ any of Board of Directors of the company)</i>

- **In case the bidder does not have office in India, it needs to have one within a month of LOI. The bidder shall be required to have office in the awarded zone in India within a month of LOA.**
- **The 'bidder' as mentioned above shall be in line with Clause 4(Eligible Bidders) of ITB.**

Section-V: Scope of Work

Scope of Work

Under R-APDRP Part-A, IT enabled baseline data acquisition system and SCADA/DMS are to be installed in eligible towns. The IT enabled baseline data acquisition scheme has been sanctioned for all 1403 eligible towns, while about 60 schemes for SCADA/DMS are likely to be sanctioned by March 2011(five already sanctioned).In order to verify completion of these projects as per technical specifications provided by MoP/PFC, TPIEA-IT's are being engaged by R-APDRP nodal agency viz. PFC.

The TPIEA-IT shall independently verify the completeness of installation, testing and commissioning of hardware, software and related communication networks and integrated working of such system installed under Part-A project (IT System for Establishing Baseline Data System for Revenue & Energy accounting and for SCADA/DMS System) of R-APDRP. TPIEA-IT shall verify the completion of implementation of IT and SCADA systems as per respective state readiness, where Acceptance tests as per LOA have been completed.

The prime reference document for TPIEA-IT shall be Letter of Award(LOA) placed by utility to ITIA/SIA, and to other agencies for energy meters & other equipments under R-APDRP/Agreements etc for deliverables(entered between utility and ITIA/SIA) .

An agency can be TPIEA-IT for not more than one zones. In case, an agency is found to be L-1 in more than two zones, it shall be awarded for only one zone (the zone shall be as per choice of said agency mentioned in Form P1)

The detailed scope of work for TPIEA-IT will include the following:

a. Verification & Certification of System Hardware

- a. TPIEA-IT to check hardware/equipment/communication devices supplied, installed and commissioned against the Bill of Material (BOM) in LOA issued to ITIA/SIA. Also to check for items like AMR meters procured directly by Utility for said project. Regarding supply, TPIEA-IT to check that make and model of the products/items supplied are as provided in the BOM in LOA or any subsequent deviation concurred by Nodal agency. It may refer to despatch documents/Store document/Random physical verification/supplier's product documentation/test reports for the same and shall report for inconsistency/deviation if any. The coverage of verification of supply, installation, testing and commissioning for hardware will be done as per following:
 - i. All critical IT(like servers, storage & back up devices, routers, switches, UPS,IVRS,CTI,ACD, Touch Screen Kiosk, Cheque Collection Kiosk etc.) and SCADA/DMS Infrastructure items deployed in the Data Centre, Disaster Recovery Centres, customer care centres and SCADA/DMS control/DR centres will be checked 100%.
 - ii. All IT Infrastructure items installed in towns will be checked using random sampling and coverage will be at least 10 %(for each town).
 - iii. RTU/FRTU/FPI installed for SCADA/DMS system will also be checked using random sampling and coverage will be at least 10 %(for each town having SCADA/DMS system).
 - iv. All energy meters installed at Input points, Boundary Points, Feeders, Distribution Transformers and HT consumers will be checked using random sampling and coverage will be at least 10 %(for each town).

- b. Prepare Equipment Supply and Installation report for the items supplied, installed and commissioned and gaps (if any) with reference to awarded work order for ITIA/SIA. Inform SIA/ITIA/Utility about the gaps found during checking & recheck after rectification.

b. Verification & Certification of System Software

- a. TPIEA-IT to verify completeness of supply/custom development & installation of software by ITIA for various applications as per LOA for the following modules:
 - i. Meter Data Acquisition module
 - ii. Energy Audit module
 - iii. New Connections module
 - iv. Disconnection & Dismantling module
 - v. GIS based Consumer Indexing & Asset Mapping module
 - vi. GIS based integrated network analysis module
 - vii. Centralized Customer Care Services Module
 - viii. Management Information System (MIS)
 - ix. Web Self Service
 - x. Identity and Access Management
 - xi. System Security Requirement
 - xii. Development of Commercial Database of Consumers
 - xiii. Metering
 - xiv. Billing
 - xv. Collection
 - xvi. Asset Management
 - xvii. Maintenance Management
 - xviii. Other works/modules mentioned in Part-A of project area as per the LOA of utility.
 - xix. Operating System
 - xx. Database
 - xxi. Miscellaneous software solutions, software licenses etc
- b. TPIEA-IT to verify completeness of supply & installation of software applications to be supplied and / or custom developed and installed by SIA for SCADA/DMS applications for various applications as per LOA.
- c. TPIEA-IT to check that the system functionalities and system security aspects as defined in the Technical specification of LOA for ITIA/SIA have been complied with, while designing the Data Centre and developing the Application software, e.g. Implementation of SOA architecture, Business Service Catalogue, Interoperability standards, Web based architecture, platform neutral approach etc., so that the investments created under R-APDRP can be reused while creating new services or upgrading existing services in future without completely re-writing the Applications. Above may be checked through written certification by IT Consultant of the utility/ Utility itself(if it has not deployed ITC).
- d. Review all the documentation prepared by ITIA/SIA for the applications deployed for installed system for completeness with reference to coverage of all modules and functionality.
- e. Check all the features of the Application software as per the Technical specification of LOA. The tests conducted by ITIA/SIA should be used to validate the features/functionality of the Application software.
- f. The features/functionality checks for software supplied will be conducted 100% in the test environment in the central office while the features/functionality checks in distributed equipment like kiosks, cash/cheque collection centres, and energy meters will be done on random sampling basis covering 10% of the installed base of such distributed equipment in each town.

- g. Check the report of successful running of the entire system software functionality with actual live data at site for 3 months without any bugs. Review the acceptance test reports for all the acceptance tests completed by ITIA/SIA and ensure that the performance criterion as defined in technical specifications of LOA is fully met and any hardware upgradation if required to meet performance of the system have been completed.
- h. Check the functioning of EMS/NMS modules and the reports are being generated for performance monitoring as per SLA defined in LOA.
- i. Review all the licenses procured by ITIA/SIA for software development tools / operating systems / middleware / reporting tools etc that will be handed over by ITIA/SIA to owner (utility). TPIEA-IT should ensure that all the licenses are valid and all software have adequate support coverage from OEMs inline with requirements specified in the RFP / Work Order.
- j. Inform regarding gaps to ITIA/SIA/Utility during verification for necessary rectification & recheck after rectification.

Above system shall also be valid for SCADA/DMS systems where installation completion of hardware, software, related communication networks and field equipments shall be checked.

c. Verification and Certification of integrated working of IT system/ SCADA system

- a. Check that connectivity of each town with data center has been established along with access to each application at Data center.
- b. Successful and real time integrated working of individual, all awarded modules and legacy applications as well as SCADA/DMS System, if any together with communication at Data Center, DR Center, Customer Care Center, Sub-Division and other Offices across all Project Areas of the utility for establishment of reliable and automated system for sustained collection of accurate base line data and energy accounting, auditing, MIS, customer care services, etc as per functionalities mentioned in the LOA. For this the TPIEA-IT shall verify availability of the base line data (input energy, metered energy, billed energy, revenue collected, subsidy details, etc) for project area/sub-station/feeder/pocket/DT wise Energy Accounting & Auditing.
- c. TPIEA-IT should ensure that ITIA has done consumer indexing & asset mapping on GIS platform as per LOA for all assets & consumers. TPIEA-IT to randomly check for 1% or 100 No. (whichever is less) of assets & consumers (each) covering entire area in each town.
- d. Successful working of data back-up including storage, retrieval of data at Data Center, SCADA control center and Disaster Recovery center.
- e. Check the following for Operation of Disaster Recovery center of the utility for Base line establishment system–
 - a. Successful Installation and commissioning of all the Hardware, software and Networking items at DR center equivalent to the items supplied at data center along with all feature and functionality of Application Software similar to Data center,
 - b. Initial Loading of complete copy of database files of Primary Data center and regular data updates from data center through Journal based Logs and Recovery Point Objective of less than 15 minutes as defined in LOA is being met.
- f. TPIEA-IT shall prepare report on above & inform utility/SIA/ITIA for rectification & recheck after rectification.

d. Verification and Certification of Helpdesk Functioning:

The TPIEA-IT shall verify and certify that Helpdesk software and system under Facility Management System (FMS) has been made functional.

Note: Towns having Data Center shall be verified first by TPIEA-IT and other towns shall be verified subsequently.

Provision of Man Day services

TPIEA-IT shall also provide man power services for 200 man days per zone for any extra work that may creep up during the tenure of the contract. The man power to be provided under this head shall be at least executive level(with IT experience) & of experience as given in QR under Section IV viz. eligibility criteria-technical(ii) i.e. manpower. The payment for man day rates shall be based on actual man days utilized for extra related work(as desired by nodal agency) apart from verification work as described above.

Deliverables

TPIEA-IT shall submit following certificates:

i) **Certificate for Part-A (IT) towns**

It is certified that-

- IT system for establishment of baseline data & IT applications for energy accounting/auditing & IT based consumer service centers has been verified installed and fully functional as on _____ (date) as per R-APDRP Part-A (IT) LOA No. _____ issued by state power utility, in _____ town of _____ Discom/Utility/Power Department.
- The above installed IT system in the town is integrated with data center and customer care center located at _____ and _____ respectively.
- The above installed IT system in the town is linked with all consumers in the town and captures revenue & energy for all of them.

ii) **Certificate for Part-A (IT) towns with Data Center/Disaster Recovery Center/ Customer Care Center**

It is certified that-

- IT system for establishment of baseline data & IT applications for energy accounting/auditing & IT based consumer service centers has been verified installed and fully functional as per R-APDRP Part-A (IT) LOA No. _____ issued by state power utility, in _____ town of _____ Discom/Utility/Power Department.
- The above installed IT system in the town is integrated with data center and customer care center located at _____ and _____ respectively.
- The above installed IT system in the town is linked with all consumers in the town and captures revenue & energy for all of them.
- Data Center/Disaster Recovery Center/Customer Care Center installed in the town has been verified fully functional as per R-APDRP Part-A (IT) LOA No. _____ issued by state power utility.
- The system installed above are as per model RfP for ITIA along with approved deviations by nodal agency.

iii) **Certificate for Part-A SCADA) towns**

It is certified that-

- SCADA/DMS system has been verified installed and fully functional as per R-APDRP Part-A (SCADA/DMS) LOA No. _____ issued by state power utility, in _____ town of _____ Discom/Utility/Power Department.
- The above installed system in the town is integrated with data center and customer care center (located at _____ and _____ respectively) installed against LOA No. _____ of _____ Discom/Utility/Power Department.
- The system installed is as per model RfP for SCADA/DMS system along with approved deviations by nodal agency.

The Certificate as mentioned above should be unconditional & should be signed jointly by board level member of TPIEA-IT/member authorised by board of TPIEA-IT and utility representative and should be accompanied by following reports:

Sl. No.	Verification & Certification Report	Description
1.	IT system hardware and other equipments Supply & installation report	This report will have the details of all the hardware equipment supplied & installed by the ITIA/SIA against the LOA / Work Order. It will cover make, model and specifications of all the items and gaps (if any).
2	Report on list of Software / Applications supplied / developed /installed by ITIA/SIA	This will be a comprehensive list of all software (whether off-the-shelf or custom developed) provided by the ITIA/SIA against the LOA / Work Order. TPIEA-IT shall certify that the entire system software functionality is successfully run with actual live data at site for 3 months without any bugs and system functionality and system security aspects as defined in the Technical specification Section of LOA have been complied with.
3	Consumer Indexing & Asset Mapping Report	TPIEA-IT to check if consumer indexing & asset mapping is done for all assets & consumers on GIS platform. To randomly check for 1% or 100 No.(whichever is less) of assets & consumers(each) covering entire area in each town.
7	Integrated System Working Report	This report will highlight integrated working of entire IT System along with legacy applications if any & SCADA/ DMS System together with communication at Data Center, DR Center, Customer Care Center, Sub-Division, Other Offices, and Project Areas of the utility for establishment of reliable and automated system for sustained collection of accurate base line data and energy accounting, auditing, MIS, customer care services, etc as per functionalities mentioned in the LOA/SRS document.
5	Acceptance test reports	Acceptance test reports as per LOA for ITIA/SIA reviewed and certified that the performance criterion as defined in technical specifications of LOA is fully met and any hardware up gradation if required to meet performance of the system have been completed.
6	Report Generation for automated collection of Baseline data for Energy accounting and	MIS reports are generated for automated collection of Baseline data for Energy accounting and auditing from the installed IT system. The MIS reports generated from IT/SCADA/DMS systems are as per LOA. The system generated reports for town wise AT&C losses, feeder wise voltage

Sl. No.	Verification & Certification Report	Description
	Auditing	profile & technical losses (for at least 2 feeders per town), DT wise AT&C losses including metering, billing & collection efficiencies for above feeders, SAIDI/SAIFI values, Assets report etc. to be provided for each town.
7	List of documentation developed by the ITIA/SIA for all applications	This will cover all documents prepared by ITIA/SIA for application design and development covering all software, modules, and functions and ensure that a ready reference is available for any maintenance work to be done later. It will also cover user guides for all the software deployed.
8	Helpdesk functioning Report	The TPIEA-IT shall verify and certify that Helpdesk Facility as per reference document is functional.

Above reports shall be on per project basis for SCADA/DMS, while it may be a consolidated report for all towns per utility basis/state basis for IT enabled baseline data acquisition system.

Time period of Contract

The contract shall be valid be for period of 3 (three) years from day of award of contact. The duration of contract is extendable by another period. For each state, work duration shall be one to six months from date of intimation by nodal agency as per schedule to be finalized subsequently. TPIEA-IT may have to deploy more than a group of experts, if work of verification on more states/utilities in same zone is to be done simultaneously.

Section- VI: Bid Evaluation Methodology

The following is the Bid process/evaluation methodology that will be adopted by Power Finance Corporation Limited for appointment of Third Party Independent Evaluation Agency - Energy Accounting.

Single Stage – Two Envelope Procedure :

1.1 Submission of Financial & Technical Proposals and Evaluation of Technical proposals

Bidders shall submit their Common Technical bid and individual financial bids for each zone for TPIEA-IT. The Technical bid shall be common for all the zones across India. The Technical Bid shall comprise of all the forms, proofs, and documents, as required under this bidding document, including Forms F1-F10 in Section IX of this document. All documents in support of Qualifying requirements are to be submitted. After checking Bid security in accordance with ITB Clause 19, proof of cost of document as per ITB clause 8.2 and Form F10, the Technical Proposals shall be opened at the date and time advised in the Bidding Document. If Bid Security, proof of cost of document and Form F10 are not in order, technical bids shall not be opened. In preliminary evaluation, the technical proposals will be reviewed for deviations, acceptance of terms and conditions, adherence to scope of work, formats required, purchase of bid document, etc., In case of non compliance on any of the above, bids will be considered as technically non-responsive. The Technical proposals shall be evaluated by Nodal Agency for pre-qualification against the qualifying criteria requirement for TPIEA-EA as mentioned in Section IV.

1.2 Evaluation of Financial Bids

The Price Proposals as received above shall be opened for all technically responsive bidders on a date as decided by Nodal agency and intimated to all technically responsive bidders. The Price Proposal shall include Form P1-P3 in Section IX of this document.

The information of zones, Number of Part-A (IT) projects in each state and likely SCADA/DMS towns is provided in Appendix A.

1.3 Procedure For Price Evaluation

Price Proposals for each Zone shall be evaluated and following the approval of the price proposal evaluation, the LOI/LOA shall be awarded to the Bidder whose Price Bid has been determined to be lowest. An agency can be TPIEA-IT for not more than one zone. In case, an agency is found to be L-1 in more than one zone, it shall be awarded for only one zone (the zone shall be as per preference of said agency as mentioned in Form P-1). The bids of such agency for other zones shall not be considered for any further evaluation. In such cases, only other bids shall be considered for evaluation and finalization considering above procedure.

Guidelines for Price Proposal

The bidder shall be required to provide their financial quotes in the format P-1 provided (separate P-1 for each zone) in Section IX for the following:-

- VERIFICATION OF COMPLETION & IMPLEMENTATION OF IT SYSTEM IN STATE/STATES OF _____ ZONE AS PER Scope Of Work Section V[Quantity: No. of Population/10000 units for IT towns in a zone]
- VERIFICATION OF COMPLETION & IMPLEMENTATION OF SCADA/DMS SYSTEM IN STATE/STATES OF _____ AS PER Scope Of Work Section V[Quantity: No. of Population/10000 units for SCADA towns in a zone]
- Man day rates for 200 man days

Section- VII: General Conditions of Contract

- 1. Contract Documents**
 - 1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

- 2. Corrupt Practices**
 - 2.1 The Purchaser requires bidders, suppliers, and contractors to observe the highest standard of ethics during the execution of such contracts.
 - (a) The following definitions apply:
 - “corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;
 - “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Nodal Agency, designed to influence the action of any party in a procurement process or the execution of a contract;
 - “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

- 3. Interpretation**
 - 3.1 In this Contract unless a contrary intention is evident:
 - a) the clause headings are for convenient reference only and do not form part of this Contract;
 - b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
 - c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
 - d) a word in the singular includes the plural and a word in the plural includes the singular;
 - e) a word importing a gender includes any other gender;
 - f) a reference to a person includes a partnership and a body corporate;
 - g) a reference to legislation includes legislation repealing, replacing or amending that legislation;

- h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- i) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.

3.2 Incoterms

Not applicable

3.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

3.5 Nonwaiver

3.5.1 Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.5.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English. Supporting documents

and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4.2 The Supplier shall bear all costs of translation to English and all risks of the accuracy of such translation.

5. Consortium

5.1 Consortium not permitted for the present contract.

6. Notices

6.1 All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due. Or hand delivered with proof of it having been received.

6.2 If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.

6.3 All notices under this contract shall be sent to or delivered at the address as specified by the parties in the SCC.

6.4 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7. Governing Law

7.1 The Contract shall be governed by and interpreted in accordance with the laws of the India. The Courts in New Delhi shall exclusive in respect of the tendering process, award of Contract and execution of the Contract.

8. Settlement of Disputes

8.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

8.2 If the parties fail to resolve such a dispute (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

9. Scope of Work

9.1 The Services to be supplied are specified in Section V, Scope of Work. At the time of awarding the contract, the Purchaser shall specify any change in the Scope of Work. Such changes may be due to for instance, if the quantities of services are

increased or decreased at the time of award.

9.2 Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of Services as if such items were expressly mentioned in the Contract.

10. Delivery

10.1 Subject to GCC Sub-Clause 27.1, the Delivery of the Services shall be in accordance with the Deliverables specified in the Section V, Scope of Work. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

11. Supplier's Responsibilities

11.1 The Supplier shall supply all the Services included in the Scope of Work in accordance with GCC Clause 9, and the Deliverables, as per GCC Clause 10.

12. Purchaser's Responsibilities

12.1 Whenever the supply of Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

12.2 The Purchaser shall bear all costs involved in performance of its responsibilities, in accordance with GCC Sub-Clause 14.1

12.3 The <official> of Nodal Agency shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the TPIEA-IT

12.4 Purchaser may provide on Supplier's request, particulars/information/ or documentation that may be required by the Supplier for proper planning and execution of Scope of Work under this contract.

13. Contract Price

13.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as also subject to provisions of Clause 13.2.

13.2 Prices charged by the Supplier for the Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

14. Terms of Payment

14.1 The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work/change order on account of change order will be submitted by the Supplier unless the said extra work /change order has been authorized/approved by the Purchaser in writing.

- 14.2 The Supplier's request for payment shall be made quarterly (i.e. by 1st of Jan, Apr, July & Oct of every year) to the Purchaser in writing, accompanied by invoices describing, as appropriate, Services performed, accompanied by the documents submitted pursuant to GCC Clause 10.
- 14.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and acceptance by the Purchaser. The invoices for less than Rs 5 lac submitted in any quarter shall not be paid. However same shall be paid along with subsequent invoices submitted in next quarter.
- 14.4 If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Supplier's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Supplier or deduct such excess payment from any payment subsequently falling due to the Supplier.
- 14.5 The currency in which payment shall be made to the supplier under this contract is Indian Rupees (INR).

15. Taxes and Duties

- 15.1 The prices quoted by the supplier shall be inclusive of all duties/taxes/levies except service tax. Responsibility for including all applicable taxes/duties/levies in the proposal lie with the bidder and the Nodal Agency shall not be responsible for any error/omission on the part of the bidder. Payment of taxes/duties/levies shall not be made separately.

Only Service tax as applicable shall be payable at the prevailing rate.

16. Contract Performance Guarantee

- 16.1 The Supplier shall, within fifteen (15) days of the notification of Contract award, provide a Contract Performance Guarantee for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 16.2 The Purchaser shall at its sole discretion invoke the Contract Performance Guarantee and appropriate the amount secured there under, in the event that the Supplier commits any delay or default in Delivery of the Services or commits any other breach of the terms and conditions of the Contract.
- 16.3 The Contract Performance Guarantee shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by the Purchaser in the SCC.
- 16.4 The Contract Performance Guarantee shall be discharged by the Purchaser and returned to the Supplier not later than Fifteen (15) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

17. Intellectual

- 17.1 Purchaser shall own and have a right in perpetuity to use all

Property

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

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

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

17.4 Subject to sub-clauses 17.1 to 17.3, the Supplier shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Supplier that existed before the effective date of the contract.

18. Confidential Information

18.1 Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as

a result of the discussions leading upto or the entering of the contract

18.2 After the entering of the contract the Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

18.3 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

18.4 The obligation of a party under GCC Sub-Clauses 18.1 and 18.2 above, however, shall not apply to information that:

18.4.1 the Purchaser or Supplier need to share with the institutions participating in the financing of the Contract;

18.4.2 now or hereafter enters the public domain through no fault of that party;

18.4.3 can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

18.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

18.5 The above provisions of GCC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

18.6 Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by it's employees & agents.

18.7 The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.

19. Sub-contracting

19.1 **Not permitted in this contract**

20. Inspections and Tests

20.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of to ensure that the provided Services Scope of Work at Section V.

21. Liquidated Damages and Penalty

21.1 Except as provided under GCC Clause 25, if the Supplier fails to deliver the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value

of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such goods and services.

22. **Liability/ Indemnity**
- 21.2 In addition, the Supplier is liable to the Purchaser for payment penalty as specified in the SLA.
- 22.1 The Supplier hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The supplier agrees to indemnify the Purchaser and its officers, servants, agents (“**Purchaser Indemnified Persons**”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- (a) any negligence or wrongful act or omission by the Supplier or its agents or employees or any third party associated with Supplier in connection with or incidental to this Contract; or
 - (b) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.
- 22.2 The Supplier shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
- 22.3 Without limiting the generality of the provisions of this article 22.1 and 22.2, the Supplier shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the Supplier in performing the Supplier’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Supplier shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Supplier

shall promptly make every reasonable effort to secure for the Purchaser a license, at no cost to the Purchaser, authorising continued use of the infringing work. If the Supplier is unable to secure such license within a reasonable time, the Supplier shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

22.4 Survival on Termination

The provisions of this Clause 22 shall survive Termination.

22.5 Defense of Claims:

22.5.1 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 24.1, 24.2, or 24.3 the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

23. Limitation of Liability

23.1 Except in cases of gross negligence or willful misconduct :

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

24. Change in Laws and Regulations

24.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include

any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. .

- 25. Force Majeure**
- 25.1 The Supplier shall not be liable for forfeiture of its Contract Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly and no later than seven days from the first occurrence thereof, notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event
- 25.4 The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final.
- 26. Change Orders and Contract Amendments**
- 26.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, (“Change Order”) to make changes within the general scope of the Contract in any the Services to be provided by the Supplier.
- 26.2 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s Change Order.
- 26.3 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

- 27. Extensions of Time**
- 27.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Services pursuant to GCC Clause 11, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 27.2 Except in case of Force Majeure, as provided under GCC Clause 25 or where the delay in delivery of the Goods or completion of Related Services is caused due to any delay or default of the Purchaser, any extension granted under clause 27.1 shall not absolve the Supplier from its liability to the pay of liquidated damages pursuant to GCC Clause 26.

- 28. Termination**
- 28.1 Termination for Default
- (a) The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 27; or
 - (ii) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or
 - (iii) Any representation made by the bidder in the proposal is found to be false or misleading
 - (iv) if the Supplier commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 28.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such Services. However, the Supplier shall continue performance of the

Contract to the extent not terminated.

28.2 Termination for Insolvency

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

28.3 Termination for Convenience

30.3.1 The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

28.4 Consequences of Termination

Upon Termination of the Contract, the Supplier shall:

- (i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the Nodal Agency
- (ii) The Nodal Agency with designated team will review and approve the Exit plan. In case of disagreement, Nodal Agency shall provide an exit plan to the supplier to which supplier abide by.
- (iii) The supplier and designated officer from Nodal Agency will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

29. Assignment

29.1 The Supplier shall not assign, in whole or in part, their obligations under this Contract.

30. Disclaimer

30.1 Purchaser reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to secure expert opinion.

30.2 Purchaser reserves the right to accept any proposal deemed to be in its best interest.

31. Public

31.1 All services provided to the Purchaser by bidder are subject to

Disclosure	Country public disclosure laws such as RTI etc.
	31.2 The TPIEA-IT Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the TPIEA-IT its written consent.
32. Supplier Audit	32.1 A designated team / person from Nodal Agency will review the performance of Supplier each month. The review / audit report will form basis of any action relating to imposing penalty on or breach of contract of the Supplier.
33. Adherence to safety procedures, rules, regulations and restriction	33.1 Supplier shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.
	33.2 The Supplier shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Supplier's Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.
	33.3 The Supplier shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
	33.4 The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 23.
34. Non-Solicitation of Staff	34.1 For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during he term of this agreement and for an additional period of 180 days after termination
35. Survival	35.1 The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination

Section- VIII: Special Conditions of Contract

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

GCC 1.1(j)	The Purchaser's country is: India
GCC 1.1(k)	The Purchaser is: Power Finance Corporation Limited
GCC 1.1 (q)	The Site is: Spread all Over India
GCC 4.1	The language shall be: English
GCC 7.1	For notices , the Purchaser's address shall be: PFC, 'Urjanidhi, 1, Barakhamba Lane, New Delhi
GCC 8.1	The governing law shall be: Laws applicable in exclusive jurisdiction of competent Court in New Delhi, India.
GCC 9.2	The formal mechanism for the resolution of disputes shall be: If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution to the formal mechanisms, described below: a. The mechanism for resolution of disputes for bidders shall be in accordance with the Indian Arbitration and Conciliation Act of 1996. Any disputes under this contract, shall be referred to sole arbitration of b. The place for arbitration shall be New Delhi
GCC 14.1	Payment Schedule Payment shall be strictly milestone based, as shown under: 1 Advance for Implementation : 10 % of the implementation cost shall be payable after signing the Contract and subject to submission of Bank Guarantee of equivalent value over-and-above the performance Bank guarantee valid for the contract period. The validity of the same shall have to be increased in case of extension of contract period. The advance paid shall in no case exceed value of Bank Guarantee. In case service taxes(at prevailing rates) are also claimed by agency, the value of bank guarantee shall have to be increased accordingly. Further payment shall be done on the basis of mile stone achieved and payment due for the respective activity completed as per the delivery schedule (on at least quarterly basis): 2 The 90% payment of any item of BOQ shall be done on basis of per unit as quoted/accepted by bidder on submission and acceptance of Report 3 Balance 10% payment shall be adjusted against the advance payment at the end of assignment by releasing Advance Bank Guarantee 4 All above payments shall be exclusive of service tax at prevailing rates. The same shall be paid extra.

GCC 16.1	The Supplier shall provide Contract Performance Guarantee of ten (10) percent of the total Contract Price. The currency and amount of Contract Performance Guarantee shall be specified at the time of awarding the contract to successful bidder.
GCC 16.3	The types of acceptable Performance Securities are: (a) Bank Guarantee issued by a scheduled commercial bank notified by Reserve Bank of India (RBI)

Section-IX: Bidding Forms

<On Firm's Letter Head>

Form F-1: RfP Submission Sheet

From:

To:

Sir,

Appointment for Third Party Independent Evaluation Agencies - IT, reference number 02:10: R-APDRP: I: 2010: TPIEA-IT _____

I _____ (Bidder) herewith enclose Technical Proposal against the subject RfP for Appointment of my firm as TPIEA-IT.

I hereby accept and abide by the scope & terms and conditions of RfP document unconditionally.

I also undertake that in case of the award of assignment for states in a zone, to provide services for the proposed assignment, we will open office in that zone within a month of LOA. I also undertake to open office in India within a month of LOI.

Yours faithfully,

Signature:
Full Name:
Address:
Phone No:
E-mail Id:

Form F-2: Certificate as to Corporate Principal

CERTIFICATE AS TO CORPORATE PRINCIPAL
(To be signed by any of Board Directors or Co. Secy.)

(To be accompanied along with requisite copy of the board resolution)

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

Signature:

Seal:

Full Name:

Address:

Phone No:

E-mail Id:

Form F-3a: Project Experience

The Bidder's relevant past experience should be provided clearly for TPIEA-IT role.

Experience details should be submitted against each of the qualifying requirements as mentioned in Section IV Eligibility Criteria.

Bidder should submit the details as per the format in the table provided below and necessary supporting documents should be attached with RfP

S. No	Project Type (Third Party IT Audit/Consultancy or Supervision & Monitoring) for all except Government Power sector utilities & (Implementation/Supervision of implementation/Consultancy of Integrated IT system/SCADA/Sub-Station Automation/Sub-Station remote operation system for clients or for inhouse usage) for Government Power Sector Utilities	Project Name	Project Value (₹ /Rs crores)	Name of Client Organisation	Detailed Scope of Project	Relevant Proof submitted (Y/N)

Please provide relevant proofs in the form of Copy of LoA/ Work Order for project experience along with completion certificate from Client/bidder's company secretary as detailed in respective Qualifying Requirements.

Signature: _____

Seal:

Full Name: _____

Address : _____

<On CLIENT's Letter Head>

Form F-3b: Performance Certificate

[Kindly provide completion certificate from bidder's Company Secretary/ Client supporting the qualifying requirement for the projects provided for Form No F-3a establishing/confirming the requisite details for project experience (as required in respective Qualifying Requirements) of the bidding firm and the client's satisfaction level.]

Form F-4: Company Information

Kindly provide the following details for the Firm:

- 1 Name of the Firm:
- 2 Financials in the Last three applicable audited financial years (in INR):

Details of turnover & profit before tax for the past three audited financial years need to be provided in the following format:

Details	FY...	FY...	FY...
Turn-Over			
Cumulative Turnover in last 3 audited FY			
Profit before tax			
Whether PBT positive in FY (Yes/No)			

(Proof: Audited Annual Reports / Audited Financial Statements including Notes & Schedules, for last three applicable financial years)

Signature of Authorised Signatory:

Seal

Full Name:

Address:

Phone No:

E-mail Id:

Form F-5: Manpower Certificate

Certified that our company, _____ (name), based at _____ (address) :

a. Bidders other than Government Power Utilities

- a. has minimum 100 personnel with atleast 3years experience of IT Audits/IT Compliance Reviews/IT Consultancy etc.
- b. At least 25 out of 100 above have IT audit experience

b. Government Power Utilities

- a. has a dedicated group for IT enablement for real time & transactional environment with at least 200 persons on permanent rolls for past three years **OR**
- b. has a dedicated group for SCADA/Sub-station automation with at least 25 persons on permanent rolls in department for past three years

Signature: _____

Authorised Signatory: _____

Full Name: _____

Address: _____

Date: _____

(Proof: Above Certification be from Company Secretary/ any of Board of Directors of the company)

<On Firm's Letter Head>

Form F-6: Deviations/No Deviations Confirmation, Comments & Suggestions

DEVIATIONS/COMMENTS/ SUGGESTIONS OF CONSULTANT

On the Scope of Work, or any related area:

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

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

Signature of Authorised Signatory:

Seal

Full Name :

Address:

Phone No:

E-mail Id:

Form F-7: Bid Security

Date: _____
ICB No.: _____
Invitation for Bid No.: _____

To: _____

Whereas _____

_____ (hereinafter "the Bidder") has submitted its Bid dated _____ for ICB No. _____ for the supply of _____ hereinafter called "the Bid."

KNOW ALL PEOPLE by these presents that WE _____ of _____ having our registered office at _____ (hereinafter "the Guarantor"), are bound unto _____ (hereinafter "the Purchaser") in the sum of _____ for which payment well and truly to be made to the aforementioned Purchaser, the Guarantor binds itself, its successors, or assignees by these presents. Sealed with the Common Seal of this Guarantor this _____ day of _____, _____.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
 - (a) execute the Contract; or
 - (b) furnish the Contract Performance Guarantee, in accordance with the ITB Clause 44; or
 - (c) accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 31.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including sixty (60) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date

Form F-8: Memorandum of Understanding (MoU)

[Not Applicable]

Form F-9: Undertaking for Authenticity of Translation

(Applicable in case documents submitted are in language other than English)

I hereby declare that English translation provided all documents which are submitted in..... language are accurate.

If any stage it is found that translation is inaccurate or fudged, firm is liable to be prosecuted.

Signature of Authorised Signatory:

Full Name:

Address:

Phone No:

E-mail Id:

Form F-10: Performa of Certificate Regarding Acceptance of Important Conditions

Bidder's Name & Address

To,
Power Finance Corporation Ltd.
Urja Nidhi, 1 Barakhamba Lane, Connaught Place,
New Delhi – 110001

Sub.: -----

1.0 With reference to your RfP No. ----- dated ----- for "Appointment of TPIEA-ITs under R-APDRP", we hereby confirm that we have read the provisions of the following clauses and further confirm that not withstanding anything stated elsewhere to the contrary, the stipulation of these clauses of RfP are acceptable to us and we have not taken any deviation to GCC clauses & more so specific to following clauses:

- a) Terms of Payment
- b) Bid Security
- c) Contract Performance Guarantee
- d) Liquidated Damages for delay in Completion

2.0 We further confirm that any deviation to these clauses found anywhere in our Bid Proposal, implicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to PFC, failing which the bid security may be forfeited.

3.0 **We confirm that we have been empanelled as _____ under R-APDRP by PFC, but have not yet been appointed by PFC/any state power utility under R-APDRP and we hereby enclose request for de-empanelment from said role(request enclosed as annexure)/we have already requested PFC for de-empanelment from said role(copy of request enclosed).**

Date:

Place:

(Signature).....
(Printed Name).....
(Designation).....
(Common Seal).....

Note: The above certificate is to be submitted in a separate sealed envelope. In the absence of this certificate in a separate sealed envelope, the bid is liable to be rejected and shall be returned unopened.Sl. No.3 is to be filled up only if applicable. If not applicable, write NA at Sl.No.3

Form P-1: Price Proposal

From:

To:

Sir,

Appointment for Third Party Independent Evaluation Agencies - IT, reference number 02:10: R-APDRP: I: 2010: TPIEA-IT _____

I _____ (Bidder) herewith enclose Price Proposal against the subject RfP for Appointment of my firm as TPIEA-IT.

I hereby accept and abide by the scope & terms and conditions of RfP document unconditionally.

I also undertake that in case of the award of assignment for states in a zone, to provide services for the proposed assignment, we will open office in that zone within a month of LOA. I also undertake to open office in India within a month of LOI.

In event of price quoted by us being lowest in more than one zone, we agree to work in one zone as per preference provided below:

First Preference: _____ Zone

Second Preference: _____ Zone

Third Preference: _____ Zone

Fourth Preference: _____ Zone

We understand that in such cases, our bids for zones other than one where we shall be awarded shall be considered non-responsive.

Yours faithfully,

Signature:

Full Name:

Address:

Phone No:

E-mail Id:

Form P-2[Page-1]: Financial Price Proposal (Cost of Services) [North Zone]

Please specify the price break up & Lump Sum Price of the assignment for each zone as per the following table.

PRICE SCHEDULE

Zone: North

SL.NO.	ITEM	UNITS	QUANTITY	UNIT PRICE (Rs)	TOTAL (Rs)
			(X)	(Y)	(X x Y)
1	VERIFICATION OF COMPLETION & IMPLEMENTATION OF IT SYSTEM IN STATE/STATES OF _____ ZONE AS PER SCOPE OF WORK (Section V)	POPULATION/10000	5216		A
2	VERIFICATION OF COMPLETION & IMPLEMENTATION OF SCADA/DMS SYSTEM IN STATE/STATES OF _____ AS PER SCOPE OF WORK (Section V)	POPULATION/10000	2475		B
3	MANDAY RATES AS PER SCOPE OF WORK (Section V)	PER MANDAY	200		C
Lump Sum Price for (NORTH ZONE) Rupees					=A+B+C

Lump Sum price for (NORTH/SOUTH/EAST/WEST) _____ ZONE is Rupees _____ [in words]

-Northern Zone includes Haryana, Punjab, Chandigarh, Rajasthan, UP, J&K, Uttarakhand, HP

TABLE-A: ZONE WISE PART-A(IT) TOWNS (Refer Appendix-A for further details)

SL.NO.	ZONE	TOWNS	POPULATION	X=POPULATION/10000
1	NORTHERN	414	52160532	5216
2	WESTERN	322	69737504	6974
3	SOUTHERN	369	62817737	6282
4	EASTERN	298	38913470	3891
	TOTAL	1403	223629243	22363

TABLE-B: Zonewise SCADA Towns (Refer Appendix-A for further details)

SL.NO.	ZONE	TOWNS	POPULATION	X=POPULATION/10000
1	NORTHERN	23	24745891	2475
2	WESTERN	18	42450801	4245
3	SOUTHERN	20	32329145	3233
4	EASTERN	5	17651304	1765
	TOTAL	66	117177141	11718

Form P-2[Page-1]: Financial Price Proposal (Cost of Services)[South Zone]

Please specify the price break up & Lump Sum Price of the assignment for each zone as per the following table.

PRICE SCHEDULE

Zone: South

SL.NO.	ITEM	UNITS	QUANTITY	UNIT PRICE (Rs)	TOTAL (Rs)
			(X)	(Y)	(X x Y)
1	VERIFICATION OF COMPLETION & IMPLEMENTATION OF IT SYSTEM IN STATE/STATES OF _____ ZONE AS PER SCOPE OF WORK (Section V)	POPULATION/10000	6282		A
2	VERIFICATION OF COMPLETION & IMPLEMENTATION OF SCADA/DMS SYSTEM IN STATE/STATES OF _____ AS PER SCOPE OF WORK (Section V)	POPULATION/10000	3233		B
3	MANDAY RATES AS PER SCOPE OF WORK (Section V)	PER MANDAY	200		C
Lump Sum Price for SOUTH ZONE				Rupees	=A+B+C

Lump Sum price for SOUTH ZONE is Rupees _____ [in words]

Southern Zone includes AP, TN, Kerala, Karnataka, Pondicherry, Andamans

TABLE-A: ZONE WISE PART-A(IT) TOWNS (Refer Appendix-A for further details)

SL.NO.	ZONE	TOWNS	POPULATION	X=POPULATION/10000
1	NORTHERN	414	52160532	5216
2	WESTERN	322	69737504	6974
3	SOUTHERN	369	62817737	6282
4	EASTERN	298	38913470	3891
	TOTAL	1403	223629243	22363

TABLE-B: Zonewise SCADA Towns (Refer Appendix-A for further details)

SL.NO.	ZONE	TOWNS	POPULATION	X=POPULATION/10000
1	NORTHERN	23	24745891	2475
2	WESTERN	18	42450801	4245
3	SOUTHERN	20	32329145	3233
4	EASTERN	5	17651304	1765
	TOTAL	66	117177141	11718

Form P-2[Page-1]: Financial Price Proposal (Cost of Services)[East Zone]

Please specify the price break up & Lump Sum Price of the assignment for each zone as per the following table.

PRICE SCHEDULE

Zone: East

SL.NO.	ITEM	UNITS	QUANTITY	UNIT PRICE (Rs)	TOTAL (Rs)
			(X)	(Y)	(X x Y)
1	VERIFICATION OF COMPLETION & IMPLEMENTATION OF IT SYSTEM IN STATE/STATES OF _____ ZONE AS PER SCOPE OF WORK (Section V)	POPULATION/10000	3891		A
2	VERIFICATION OF COMPLETION & IMPLEMENTATION OF SCADA/DMS SYSTEM IN STATE/STATES OF _____ AS PER SCOPE OF WORK (Section V)	POPULATION/10000	1765		B
3	MANDAY RATES AS PER SCOPE OF WORK (Section V)	PER MANDAY	200		C
Lump Sum Price for EAST ZONE Rupees					=A+B+C

Lump Sum price for EAST ZONE is Rupees _____ [in words]

TABLE-A: ZONE WISE PART-A(IT) TOWNS (Refer Appendix-A for further details)

SL.NO.	ZONE	TOWNS	POPULATION	X=POPULATION/10000
1	NORTHERN	414	52160532	5216
2	WESTERN	322	69737504	6974
3	SOUTHERN	369	62817737	6282
4	EASTERN	298	38913470	3891
	TOTAL	1403	223629243	22363

TABLE-B: Zonewise SCADA Towns (Refer Appendix-A for further details)

SL.NO.	ZONE	TOWNS	POPULATION	X=POPULATION/10000
1	NORTHERN	23	24745891	2475
2	WESTERN	18	42450801	4245
3	SOUTHERN	20	32329145	3233
4	EASTERN	5	17651304	1765
	TOTAL	66	117177141	11718

-Eastern Zone includes Bihar, Jharkhand, West Bengal, Sikkim, Assam, Nagaland, Manipur, Meghalaya, Mizoram, Arunachal Pradesh, Tripura

Form P-2[Page-1]: Financial Price Proposal (Cost of Services)[West Zone]

Please specify the price break up & Lump Sum Price of the assignment for each zone as per the following table.

PRICE SCHEDULE

Zone: West

SL.NO.	ITEM	UNITS	QUANTITY	UNIT PRICE (Rs)	TOTAL (Rs)
			(X)	(Y)	(X x Y)
1	VERIFICATION OF COMPLETION & IMPLEMENTATION OF IT SYSTEM IN STATE/STATES OF _____ ZONE AS PER SCOPE OF WORK (Section V)	POPULATION/10000	6974		A
2	VERIFICATION OF COMPLETION & IMPLEMENTATION OF SCADA/DMS SYSTEM IN STATE/STATES OF _____ AS PER SCOPE OF WORK (Section V)	POPULATION/10000	4245		B
3	MANDAY RATES AS PER SCOPE OF WORK (Section V)	PER MANDAY	200		C
Lump Sum Price for WEST ZONE Rupees					=A+B+C

Lump Sum price for WEST ZONE is Rupees _____ [in words]

[Separate Financial Bids are required to be submitted per Zone]

TABLE-A: ZONE WISE PART-A(IT) TOWNS (Refer Appendix-A for further details)

SL.NO.	ZONE	TOWNS	POPULATION	X=POPULATION/10000
1	NORTHERN	414	52160532	5216
2	WESTERN	322	69737504	6974
3	SOUTHERN	369	62817737	6282
4	EASTERN	298	38913470	3891
	TOTAL	1403	223629243	22363

TABLE-B: Zonewise SCADA Towns (Refer Appendix-A for further details)

SL.NO.	ZONE	TOWNS	POPULATION	X=POPULATION/10000
1	NORTHERN	23	24745891	2475
2	WESTERN	18	42450801	4245
3	SOUTHERN	20	32329145	3233
4	EASTERN	5	17651304	1765
	TOTAL	66	117177141	11718

-Western Zone includes Maharashtra, Goa, MP, Chhattisgarh, Gujarat, Daman & Diu

Form P-2 (Page-2) Common for All Zones [To be enclosed for Financial Bid for each zone]

Note:

- 1) Price proposals will be compared based on the Lump Sum Price for each Zone
- 2) Bidders shall quote lump sum price for 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 payments.
- 3) The lump sum price should include overhead/out of pocket expenses, travel, boarding, lodging, visits etc.
- 4) The prices shall remain FIRM till one year from date of LOI/LOA whichever is earlier. Further price for balance BOQ after n years of LOI/LOA [whichever is earlier] shall be as per escalation formula defined in Bid Data sheet.
- 5) Payment of services shall be made on the basis of price quoted for zone and the progress of work in each zone on quarterly basis.
- 6) Note: The number of towns as mentioned in Table-A & B above may vary from values mentioned above. In case of additional towns, population shall be considered as in 2001 Census of Government Of India. Subsequently value of 'X' (=Population/10000) shall also be calculated accordingly.
- 7) The Total B (=X x Y) for Sl. No..2 of Price Schedule should not exceed 30% of Total A (=X x Y) for Sl. No..1 of Price Schedule.

Form P-3: Integrity Pact

INTEGRITY PACT

Between

Power Finance Corporation Ltd. (PFC) hereinafter referred to as "The Principal",

And

_____ hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IBM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

Section 2 -Commitments of the Bidders/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal- This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or

any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly The Bidder/Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts'

If the Bidder(s)/Contractors), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or initiate action as enunciated in PFC Procurement procedure.

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could Justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings",

Section 6 - Equal treatment of all Bidders / Contractors

NA

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s)

If the Principal obtains knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/ Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard then the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor / Monitors

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor-is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, PFC,
- 3) The Bidder(s)/Contractor(s) accept that the Monitor has the right in access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meetings among the Parties-related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand, from the parties that they act in a specific manner, refrain from action or tolerate action-
- 6) The Monitor will submit a written report to the Chairman, PFC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the PFC Board.
- 8) If the Monitor has reported to the Chairman PFC, a substantiated suspicion of an offence under relevant IPC/PC Act and the Chairman PFC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner,
- 9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of PFC.

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Registered Office of the Principal, i.e. New Delhi- - -
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by, all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal) Place: _____

Date: _____

Witness 1: _____:
(Name & Address) _____

Witness 2:
(Name & Address)

Section-X: Contract Forms

Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the PFCL”), of the one part, and _____ of _____ (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Services in the sum of _____ (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i. the Detailed award of contract;
 - ii. the Special Conditions of Contract;
 - iii. the General Conditions of Contract;
 - iv. the Scope of Work
 - v. Instructions to bidders
 - vi. the Purchaser’s Notification to the Supplier for Award of Contract;
 - vii. Vendor’s response (proposal) to the RfP, including the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - viii. Appendices
 - ix. Acceptance of purchaser’s notification

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (Authorised Nodal Agency official)

Signed by _____ (for the Supplier)

Contract Performance Guarantee

Date: _____
Contract Name and No. : _____

To: _____

WHEREAS _____ (hereinafter "the Supplier or Bidder") has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter "the Contract").

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

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

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

In case of any delay by the Guarantor, in remitting the amounts under the present Guarantee, within 15 days from the date of receipt of notice of demand from Nodal Agency, the Guarantor agrees to pay interest at the rate of 18% per annum compounded on quarterly rests from the date of demand, until the date of payment.

The Guarantor also agrees that Nodal Agency at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee Nodal Agency may have in relation to the Bidder's liabilities.

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said amount of Rs. (_____/ - / Indian Rupees _____ Lakhs Only) exclusive of interest payable on the amount demanded in the notice till the date of payment to Nodal Agency and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in _____

This security is valid until the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

In the Presence of:

- Witness
1. Name & Address
 2. Name & Address

● **Appendix-A**

PART-A (IT) TOWNS & 'X' FOR ITEM NO.1 OF PRICE SCHEDULE

State/Union Territory	No. of Utilities	No. of Eligible Towns	Population (Nos.)	(X) Units = Popul/10,000
Chandigarh	1	1	808,515	81
Haryana	2	36	5,191,449	519
HP	1	14	412,526	41
J&K	1	30	2,316,963	232
Punjab	1	47	6,733,737	673
Rajasthan	3	87	10,960,989	1096
Uttaranchal	1	31	1887898	189
UP	4	168	23848455	2385
NORTH ZONE	14	414	52160532	5216
Chhattisgarh	1	20	3,293,564	329
Gujarat	3	84	17098429	1710
Daman & Diu	1	1	35,770	4
Goa	1	4	339,305	34
Maharashtra	1	130	37,024,533	3702
MP	3	83	11,945,903	1195
WEST ZONE	10	322	69737504	6974
AP	4	113	19,847,984	1985
Karnataka	5	98	15,573,163	1557
Kerala	1	43	7,243,678	724
TN	1	110	19,932,928	1993
Puducheri	1	4	120,000	12
An & Nicobar	1	1	99,984	10
SOUTH ZONE	13	369	62817737	6282
Bihar	1	71	7,681,167	768
Jharkhand	1	30	5,247,850	525
WB	1	62	20,465,676	2047
Sikkim	1	2	43,711	4
Assam	2	67	3,142,545	314
Arunachal Pradesh	1	10	181,051	18
Manipur	1	13	470,517	47
Meghalaya	1	9	445,468	45
Mizoram	1	9	395,405	40
Nagaland	1	9	342,787	34
Tripura	1	16	497,293	50
EAST ZONE	12	298	38913470	3891
ALL INDIA	49	1403	223629243	22363

● Towns for SCADA/DMS system under R-APDRP & 'X' for SI.No.2 of Price Schedule

State/UT	Utility	Name Of Towns	Population	X=Population/10000	No. Of Towns
Chandigarh	C-PDD	Chandigarh	808515	81	1
Haryana	DHBVN	Fa ridabad	1055938	106	1
J&K	JKPDD	Jammu	612163	61	2
		Sri naga r	988210	99	
Punjab	PSEB	Amri tsar	1003917	100	3
		Jalandha r	714077	71	
		Ludhiana	1398467	140	
Rajas than	AjVVNL	Ajmer	490520	49	5
	JaVVNL	Jaipur	2322575	232	
	JaVVNL	Kota	703150	70	
	JoVVNL	Bikaner	529690	53	
	JoVVNL	Jodhpur	860818	86	
Uttar Pradesh	DVVNL	Agra	1331339	133	10
	DVVNL	Aliga r	669087	67	
	MVVNL	Bareilly	748353	75	
	MVVNL	Kanpur	2715555	272	
	MVVNL	Lucknow	2245509	225	
	PaVVNL	Ghaziabad	968256	97	
	PaVVNL	Meerut	1161716	116	
	PaVVNL	Moradabad	641583	64	
	PuVVNL	Allahabad	1042229	104	
	PuVVNL	Varanasi	1203961	120	
Uttara nchal	UPCL	Dehradun	530263	53	1
North Zone			24745891	2475	23

Chhattisga rh	CSPDCL	Durg-Bhilai Naga r ^	927864	93	2		
			700113	70			
Gujarat	DGVCL	Sura t	2811614	281	5		
			MGVCL	Vadodara		1491045	149
			PGVCL	Jamna ga r		556956	56
			PGVCL	Rajkot		1003015	100
			UGVCL	Ahmadabad		4525013	453
MP	MPPoKVCL	Jabalpur	1098000	110	4		
			MPMKVCL	Bhopal		1458416	146
			MPMKVCL	Gwalior		865548	87
			MPPaKVCL	Indore		1516918	152
Maharashtra	MSEDCL	Aurangabad	892483	89	7		
			Bhiwandi	621427		62	
			Gr.Mumbai	16434386		1643	
			Kolhapur	505541		51	

		Nagpur	2129500	213	
		Nashik	1152326	115	
		Pune	3760636	376	
West Zone			42450801	4245	18

AP	CPDCL	Hyderabad	5742036	574	
	EPDCL	Rajahmundry	413616	41	
	EPDCL	Visakhapatnam	1345938	135	
	NPDCL	Warangal	579216	58	
	SPDCL	Vijayawada	1039518	104	5
Karnataka	BESCOM	Bangalore	5701446	570	
	CESCOM	Mysore	799228	80	
	GESCOM	Gulbarga	430265	43	
	HESCOM	Hubli-Dharwad ^	786195	79	
	MESCOM	Mangalore	539387	54	5
Kerala	KSEB	Kozhikode	880247	88	
	KSEB	Kochi	1355972	136	
	KSEB	Thiruvananthapuram	889635	89	3
Tamil Nadu	TNEB	Chennai	6560242	656	
	TNEB	Coimbatore	1461139	146	
	TNEB	Madurai	1203095	120	
	TNEB	Salem	751438	75	
	TNEB	Tiruchirappalli	866354	87	
	TNEB	Tirunelveli	433352	43	
	TNEB	Tirupur	550826	55	7
South Zone			32329145	3233	20

Assam	ASPDCL	Guwahati	818809	82	1
Bihar	BSEB	Patna	1697976	170	1
Jharkhand	JSEB	Dhanbad	1065327	107	
		Ranchi	863495	86	2
West Bengal	WBSEDCL	Kolkata	13205697	1321	1
East Zone			17651304	1765	5

TOTAL			117177141	11718	66
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^ Twin towns (both covered under R-APDRP as one project area)