



(A Wholly Owned Subsidiary of Power Finance Corporation Ltd. -
A Government of India Undertaking)

invites

Request for Proposal

on behalf of

***Orissa Power Transmission Corporation
Limited***



For

**“For Selection of Smart Grid Implementing Agency (SGIA) for
implementation of Smart Grid in Rourkela City”**

Volume-I

(General and Commercial Terms & Conditions)

Registered Office

1st Floor, “Urjanidhi” 1, Barakhambha Lane, Connaught Place,
New Delhi – 110 001

Corporate Office

9th Floor (A Wing) Statesman House, Connaught Place, New Delhi-110001

May 2nd, 2019

Disclaimer

1. The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of PFCCL or any of its employees, Bidders or associates, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by PFCCL to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information that may be useful to making their Bid. This RFP includes statements, which reflect various assumptions and assessments arrived at by PFCCL in relation to the Project. Such assumptions, assessments and statements do not support to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for PFCCL to consider the technical capabilities, investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PFCCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. PFCCL or any of its employees, Bidders or associates make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.
5. PFCCL or any of its employees, Bidders or associates also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
6. PFCCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
7. The issue of this RFP does not imply that PFCCL is bound to select a Bidder for the Project and PFCCL reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, traveling, food, lodging, expenses associated with any demonstrations or presentations which may be required by PFCCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PFCCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conductor outcome of the Bidding Process.

Contents of RfP

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1	Volume I	General and Commercial Terms & Conditions
2	Volume II	Technical Scope, Functional Requirement and Service Level Agreement
3	Volume III	Technical Specification
4	Volume IV	BoQ and Price Bid Schedule

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A. Notice Inviting Tender

E- Tender No. SG/Rourkela/SGIA Date: 2nd May 2019

PFCCCL on behalf of OPTCL invites interested Companies or Bidding Consortia to participate in this Request for Proposal (“RFP”) for the appointment of “**Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela City.**” (the “Project”).

Name of work	Selection of Smart Grid Implementing Agency (SGIA) for implementation of Smart Grid in Rourkela City
Date of Publishing of Notice Inviting Tender	2 nd May, 2019
Tender documents download Start date	2 nd May, 2019 from 17:00 hrs onwards
Tender documents download End date	7 th June, 2019 up to 11:00 Hrs
Pre-bid meeting (Date, Time & Place)	17 th May, 2019 at 11:00 AM, Ground Floor, Conference Room, GRIDCO, Janpath, Bhubaneswar, Odisha
Last date of seeking clarifications by Bidder	16 th May, 2019 up to 17:00 Hrs
Reply to Bidder’s clarification	24 th May, 2019
End date & time for Submission of Bids (Online and Offline)	7 th June, 2019 at 15:00 hrs
Date & Time of Technical Bid opening	7 th June, 2019 at 15:30 hrs
Date & Time of Financial Bid opening	To be intimated later
Estimated Cost of Contract	Rs. 100 Crore
Transaction Fee	Rs. 15000 plus GST @18%
Bid Security as Demand Draft or Bank Guarantee, valid for a period of 180 days (Refundable)	Rs. 2,00,00,000/- (Rupees Two Crore only)
Availability of Tender documents	www.pfccclindia.com and www.mstcecommerce.com Refer Section H: e-Tendering Methodology & Registration process of e- bidding portal:
Address for Bid submission / Bid Security (Hard Copy)	Mr. Sanjay Nayak, Associate Vice President PFC Consulting Limited 9th Floor, A-Wing, Statesman House Connaught Place, New Delhi – 110 001

	<p>Tel: 011 – 23443900, Fax : 011-23443990</p> <p>Email- sanjaynayak@pfcindia.com</p>
Contact Person	<p>Mr. Sanjay Nayak, Associate Vice President</p> <p>PFC Consulting Limited</p> <p>9th Floor, A-Wing, Statesman House</p> <p>Connaught Place, New Delhi – 110 001</p> <p>Tel: 011 – 23443900, Fax: 011-23443990</p> <p>Email- sanjaynayak@pfcindia.com</p>

In order to select suitable agency to complete the scope of work elaborated in this Bid Document, a Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents.

All interested parties are requested to understand this RFP in detail in order to comply with PFCCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards.

Soft Copy Part of the Bids must be uploaded on the e-bidding portal on or before End date and Time of Bid Submission. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified.

PFCCL reserves the right to reject any or all offers without assigning any reasons thereof.

Bidders are advised to regularly visit e-Procurement Portal to keep themselves updated regarding clarifications / amendments / time extensions, etc., if any.

Sincerely yours,

Mr. Yogesh Juneja

Chief Executive Officer

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

B. Definitions and Abbreviations

1. Definitions

1.	“AMI”	:	“Advanced Metering Infrastructure (AMI)” including smart meters means the infrastructure required to enable the Distribution Licensee to accurately collect, monitor and analyse real-time consumption data from consumers, communicate price signals to consumers and where permitted control load
2.	“Smart Grid Implementing Agency” or	:	Same as “Project Implementing Agency”
3.	“AMR”	:	“Automated Meter Reading (AMR)” means the infrastructure required to enable the Distribution Licensee to accurately collect consumption data from consumers.
4.	“Bid(s)”	:	The bid submitted by the Bidder(s) in response to this RFP.
5.	“Bidder(s)”	:	A company or a consortium of member companies (not exceeding 3) represented by Lead member bidding in response to this RFP
6.	“Bidding Consortium”	:	The Consortium of member companies (not exceeding 3) legally bound as per the terms and formats of this RFP to bid for the Project.
7.	“Consortium Member”	:	Any Member of the Bidding Consortium other than the Lead Consortium Member.
8.	“Contract”	:	The Agreement between OPTCL and the Successful Bidder upon receiving the Letter of Award from OPTCL for implementation of the Project.
9.	“Employer”	:	Same as the “Project Management Agency” or PMA
10.	“Financial Year” or “FY”	:	Period starting from 1 April of the first calendar year to 31 March of the consecutive calendar year.
11.	“FMS”	:	Facility Management Service
11.	“Lead Member”	Consortium :	The Consortium Member taking the lead in submitting this RFP in terms of Clause 8 of Section F i.e. G.C.C of this RFP and duly supported by the legal agreements as per formats in this RFP.
12.	“MTS”	:	Minimum Technical Standards as defined in Volume 2 of this RFP.
13.	“Owner”	:	OPTCL
14.	PFCCCL	:	PFC Consulting Ltd. (a wholly owned subsidiary of Power Finance Corporation)
15.	“Party” or “Parties”	:	PFCCCL, OPTCL, and the SGIA
16.	“Price Bid”	:	Price Bid refers to the price quoted against Bill of Quantity and

	Percentage of Incremental Revenue (arising out of reduction of AT&C Losses) to be shared by the Bidder with the Utility.
17. “Project”	: OPTCL’s Smart Grid Project in Rourkela.
18. “Project Implementing Agency” or “Contractor” or “PIA or “SGIA”	: The bidder appointed by OPTCL upon signing of the Contract subsequent to the Letter of Award for implementing the Smart Grid Project in Rourkela.
19. “Project Management Agency” or “PMA”	: PFCCL which has been appointed as Project Management Agency by OPTCL for bid process management for selection of SGIA, project monitoring during construction and O&M period up to transferring of the Smart Grid Project to OPTCL.
20. “Request for Proposal” or “RFP”	: This Tender No. SG/Rourkela/SGIA including all its Volumes for Appointment of Smart Grid Implementing Agency (including all clarification/ addendum/ amendment/ corrigendum/ etc. issued from time to time)
21. “Rupees” or “Rs.” Or “INR”	: Indian Rupees
22. “Service(s)” or “Related Service(s)”	: Any service(s) performed or to be performed as a part of the project by the Contractor.
23. “Smart Meter”	: Smart meters are composite unit consisting of metrology elements, two-way communication module/modules. It has functioned such measurement, computation, event capturing, storing, communication and control
24. “Solution”	: The system within the Scope of Work of the Project as defined by this RFP and implemented in its entirety including but not limited to the supply of hardware, transportation, software, installation, integration, testing, commissioning, training operation, maintenance and other services by the SGIA.
25. “Successful Bidder”	: Successful Bidder shall be the Bidder sharing highest Percentage of Incremental Revenue (arising out of reduction of AT&C Losses) with utility
26. “Technical Score”	: The score determined in the technical evaluation of the bids based on the provisions provided in Tender Evaluation Methodology
27. “Tender”	: Same as “RFP”
28. “TPIEA”	: Third Party Independent Evaluation Agency which has carried out baseline KPI study.
29. “Utility”	Utility means Western Electricity Supply Company of Odisha (WESCO)

2. Abbreviations

1.	ADMS	Advanced Distribution Management System
2.	AMI	Advanced Metering Infrastructure
3.	AMI-IA/AIA	Advanced Metering Infrastructure – Implementation Agency
4.	BG	Bank Guarantee
5.	BoM	Bill of Material
6.	BoQ	Bill of Quantity
7.	CC	Control Circuit
8.	CIM	Common Information Model
9.	CMMI	Capability Maturity Model Integration
10.	CV	Curriculum Vitae
11.	DCU	Data Concentrator Unit
12.	FMS	Facility Management Services
13.	FRTU	Field Remote Terminal Unit
14.	GPRS	General Packet Radio Service
15.	GST	Goods and Services Tax
16.	HES	Head-End System
17.	IPR	Intellectual Property Rights
18.	ISO	International Organization for Standardization
19.	IT	Information Technology
20.	OPTCL	Odisha power Transmission Corporation Limited
21.	MDM	Meter Data Management
22.	MTS	Minimum Technical Standards
23.	NIC	Network Interface Controller
24.	P&L	Profit & Loss
25.	PAN	Permanent Account Number
26.	PF	Provident Fund
27.	PFCCL	Power Finance Corporation Consulting Limited
28.	PLC	Power Line Communication

29.	PMA	Project Management Agency
30.	PO	Purchase Order
31.	PON	Power Outage Notification
32.	PRN	Power Restoration Notification
33.	RF	Radio Frequency
34.	RFP	Request for Proposal
35.	RTI	Right to Information
36.	RTU	Remote Terminal Unit
37.	SI	System Integrator OR System Integration
38.	SLA	Service Level Agreement
39.	WO	Work Order
40.	XML	Extensible Mark-up Language
41.	SGIA	Smart Grid Implementing Agency

C. Introduction

1. Background

- 1.1 Rourkela is one of Odisha's five major cities and is one of the largest urban centers located in Chota Nagpur Plateau and an important industrialized city of the region. The region has a rich and long history of indigenous settlement (Tribes like Oraons, Mundas, Kharias, Bhuiyans and Bhumijis). It is also one of the two proposed smart cities from the State of Odisha; selected by the GoI and it is the Steel City of Odisha. It has an area of 53.29 km² and its location provides a Railway gateway for access to Eastern Part of India to Southern Part of India and Western Part of India. The population of Rourkela is over 3.09 lakhs and power consumers are over 81,000 nos. As per Baseline KPI study carried out by Third Party Independent Evaluation Agency (TPIEA), AT&C losses in FY 2017-18 is 35.21%. Consumers in Rourkela get electricity from Western Electricity Supply Company of Odisha (WESCO), one of the distribution utilities catering to Western part of Odisha with headquarters at Burla.
- 1.2 WESCO is power distribution utility distributing electricity to the consumers of western part of Odisha covering 9 revenue District namely Sambalpur, Bargarh, Jharsuda, Deogarh, Sundargarh, Subarnapur, Bolangir, Kalahandi and Nuapada etc. For smooth functioning of utility, activities is divided into 5 circles comprising different revenue Districts.
 - a. Sundargarh District- Rourkela Circle
 - b. Jharsuguda & Sambalpur District- Sambalpur Circle
 - c. Bargarh District- Bargarh Circle
 - d. Subarnapur & Bolangir District- Bolangir Circle
 - e. Kalahandi & Nuapada District- Kalahandi Circle
- 1.3 Rourkela is divided into mainly 2 urban centers – Rourkela Municipal Corporation (RMC) with an area of 53.3 Sq.Kms and the Rourkela Steel Township (RST) with an area of approximately 54 Sq.Kms. The current proposal is for development of Smart Grid in RMC area.
- 1.4 OPTCL has appointed PFCCL as the “Project Management Agency (PMA)” or the “Employer” for implementation of the Smart Grid project in Rourkela, Odisha. PFCCL will appoint the Smart Grid Implementation Agency (on behalf of OPTCL). **The project will be transferred to OPTCL at no cost at the end of the project period.** The PMA will interface with both OPTCL and SGIA. As such, the SGIA will be interfaced with the PMA from both project implementation and contractual purposes. The roles and responsibilities of the SGIA and payment thereof are governed by the Terms and Conditions of this RFP.

2. Need of Smart Grid

- 2.1. The need for development of Smart Grid leading to Smart Cities, to provide quality life for its citizens for inclusive growth, generate employment as well as reduce pressure of infrastructure requirement on other large cities. Strengths of Smart Grid technologies can transform cities to smart cities which shall facilitate in increasing human productivity, realization of inherent urban potential and lesser use of natural resources per person, information access & processing to improve citizen services etc.
- 2.2. The advantages of Smart Grid are as follows:
 - a. Accurate and well-timed Meter Reading;
 - b. Commercial Loss Reduction;
 - c. Remote connection & disconnection of consumer load;
 - d. Accurate tamper alert;
 - e. Notification of sanctioned load violation at consumer level as well as DT overloading;

- f.** Effective Outage Management System linked with Sub-Station, SCADA and Ring Fencing to minimize losses during outage;
 - g.** Time-based pricing (Time-of-Use Tariff); and
 - h.** Peak Load Management to maximize available energy.
- 2.3.** As per Baseline KPI study carried out by Third Party Independent Evaluation Agency (TPIEA) AT&C losses of Rourkela City in FY 2017-18 is 35.21%, which can be reduced after by the implementation Smart Grid.

3. Project Cost Details:

- 3.1. The total approved project cost is 98.45 cr. which includes the implementation of Field hardware, IT hardware, IT software, 1st year FMS charges, PMC Charges and Network Backhaul under different Smart Grid functionality namely:
- Smart Grid Control Centre (SGCC)
 - AMI
 - SCADA/DMS/ OMS
 - Geographical Information System
- 3.2. The Detailed Project Report (DPR) for the project has been approved by the Technical Committee and Empowered Committee of National Smart Grid Mission (NSGM), Ministry of Power, Govt. of India.
- 3.3. NSGM will provide Grant equivalent to 30% of the project cost which includes first year FMS charges. The balance 70% of CAPEX needs to be invested by SGIA. **The Bidder is required to provide an undertaking for commitment for investment of 70% of project cost.** The O&M cost for the entire 8 years operation shall be borne by SGIA. **The asset will be transferred at NIL value to Utility after completion of 8 years operation.**
- 3.4. The bidding parameter shall be the **‘Percentage of Sharing of Incremental Revenue’ with utility arising out of reduction in AT&C loss.** However, the sharing of incremental revenue with the Utility shall be minimum 25% in each year of operation.

4. About the Smart Grid Project

S.No.	Particulars	Unit	Value
1	Name of the Project Area	Name	Rourkela
2	Area of Coverage (Rourkela Circle)	in Sq. Km.	53.29 sq. KM
3	No. of Division Offices in the Project Area	Nos.	3
4	No. of Sub-Division Offices in the Project Area	Nos.	7
5	Population	Nos.	~3.09 lakhs
6	Consumers	Nos.	~81,000

5. About this Request for Proposal

- 5.1 This Request for Proposal (“RFP”) is issued by PFCCCL on behalf of OPTCL for selecting a Smart Grid Implementing Agency (SGIA) to implement Smart Grid in Rourkela City.
- 5.2 This RFP is structured into following four (4) Volumes:
- Volume-I (General and Commercial Terms & Conditions):** This Volume provides the Bidder a brief introduction about the Project as well as OPTCL/ PFCCCL. The document explains the overall structure of the bid document and general terms and conditions applicable to each Bidder. This document also provides all commercial information to the Bidder, which include instructions to the Bidders, eligibility criteria, tender evaluation methodology, scope of work, general conditions of contract and all relevant formats for bidding.
 - Volume-II (Technical Scope, Functional Requirement and Service Level Agreement):** This Volume provides information regarding OPTCL’s/WESCO’s systems, the detailed functional requirements, as well as the Service Level Agreement (SLA). The payment terms shall also be linked to the performance of the Bidder.

- c. **Volume-III (Technical Specification):** This volume provides details of the minimum technical standards (MTS) to be achieved by the Contractor
- d. **Volume-IV (BoQ and Price Schedule):** This volume provides details of Bill of Quantity for the project. The heads indicated in the BoQ of the financial bid is indicative. The Bidder shall add additional heads of equipment, services, etc. as deemed necessary by the Bidder to meet the SLA and as per the solution design. In this volume Bidder has to quote against the following price schedule
 -) Part A: Incremental Revenue to be shared with Utility on account of AT&C loss reduction (minimum 25% in each year of operation)
 -) Part B: Overall Project Cost as per BoQ and
 -) Part C: Facility Management Charges for Year 1 and Year 2 to Year 8

D. Instruction to Bidders

1. General Instruction

- 1.1.** All Bidders shall comply with the dates and amounts indicated in **Section A** of this RFP.
- 1.2.** The Bidders shall comply with and agree to all the provisions of Section D of this RFP for various bidding considerations including but not limited to eligibility, costs, payments, information regarding OPTCL's systems, bid formats, bid submission and other considerations.
- 1.3.** Bidders shall be evaluated based on the norms and procedures laid out in Section E of this RFP.
- 1.4.** The Bidders shall be required to undertake and Bid for the Scope of Work for the Project indicated in Volume II of this RFP, which describes the detailed scope.
- 1.5.** The Functional Requirements to be completed by the PIA within the Scope of Work as indicated in Volume II of this RFP. While, the performance of the project implemented by the PIA shall be judged based on the parameters given in Section J of Volume II of this RFP.
- 1.6.** 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.

2. General Terms for Bidding

- 2.1.** The Bidders who wish to participate in bid process will have to procure/ should have legally valid Class-III digital certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders who already have a Digital Certificate need not procure a new Digital Certificate.
- 2.2.** All bids should be digitally signed. For details regarding digital signature certificate and related training, the Bidder should contact at the following address:

Name : Mr. Sanjay Nayak
Designation : AVP
Address: Statesman House Building, Barakhamba Road, Connaught Place, New Delhi - 110001
Landline No : +91-11-23443900
Mobile No. : +91-9871611467
Email : sanjaynayak@pfcindia.com
- 2.3.** Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and PFCCCL and its associates shall be written in the English language.
- 2.4.** If for any reason the Bid of any Selected Bidder is rejected, or Letter of Intent issued to such Selected Bidder is cancelled, PFCCCL is empowered to take decisions for any of the following in consultation with OPTCL:
 - 2.4.1.** Consider the next Bidder, sharing the Highest Percentage of Incremental Revenue (arising out of reduction of AT&C losses) with utility from the list of qualifying Bidders; or
 - 2.4.2.** Annul the bid process; or
 - 2.4.3.** Take any such measure as may be deemed fit in sole discretion of PFCCCL, as applicable.
- 2.5.** Technical bid submitted by the Bidders before the Bid Submission Deadline, shall become the property of PFCCCL and shall not be returned to the Bidders.

- 2.6. PFCCL may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Submission Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in the Bid. However, no change in the substance of the Financial Bid shall be permitted by PFCCL.
- 2.7. Failure by PFCCL to require information from a Bidder that has not been properly provided shall not be construed as waiver on the part of PFCCL of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.
- 2.8. PFCCL may verify the Bidder's technical and financial data by checking with the Bidder's clients/ lenders/ bankers/ financing institutions/ any other person as necessary.
- 2.9. The Bidders shall satisfy themselves, on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to PFCCL's contact person for this RFP immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of the RFP, then it shall be considered that the issued document, complete in all respects, has been received by the Bidder.
- 2.10. The RFP document includes statements, which reflect the various assumptions arrived at by PFCCL in order to give a reflection of the current status in the RFP. These assumptions may not be entirely relied upon by the Bidders in making their own assessments. The RFP does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own due-diligence/ investigations and analysis and should check the accuracy, reliability and completeness of the information in the RFP and obtain independent advice from appropriate sources.

3. Eligibility Criteria

- 3.1 Qualification of Bidder will be based on meeting the minimum eligibility criteria specified below regarding the Bidder's Technical Experience and Financial capability as demonstrated by the Bidder's responses in the corresponding Bid Schedules. If any Bidder fails to fulfil the Pre-Qualification Requirement (QR), his bid shall be treated as non-responsive and no further correspondence/ clarification will be taken into consideration for the same. The Bidder must possess credentials as prescribed in Pre-Qualification Criteria.
- 3.2 The bid can be submitted by an individual firm or the Lead Member on behalf of the Consortium of maximum 3 members including Lead Member.
- 3.3 PFCCL may assess the capacity and capability of the Bidder to successfully execute the scope of work covered under this RFP within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) Bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for present scope of work; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality control systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.
- 3.4 Document Indexing: Bidder will attach an index of documents submitted with the bid mentioning following details. This index will be used to locate the document easily and correlating correct document with QR.
 - a. QR clause as per RFP.
 - b. Title of document submitted against each QR.
 - c. Relevant page number and documents.
 - d. Relevant clause no. in document.

- 3.5** It is also intimated that merely meeting the following requirements does not indicate that the Bidders shall be shortlisted for opening of financial bid. The short listing shall be made considering all the technical parameters.
- 3.6** The Bid may be submitted by a Single Bidder **OR** by the Lead member of the Consortium on behalf of the Consortium of maximum three members (including Lead Member). The single bidder or the consortium members (in case bidder is a consortium) jointly should have following experiences:
- Meter Manufacturing
 - IT & Communication Service Provider
 - System Integration

4. Pre-Qualification Criteria

Sub Clause	Qualification Criteria	Supporting Documents Required
General Qualification Criteria		
G.1	The Sole Bidder/ Lead member/ Member of Consortium shall be a Company incorporated under the Companies Act 1956/ 2013.	a) Self-attested copy of certificate of incorporation. b) Self-attested copy of Memorandum of Association (MoA) and Article of Association (AoA).
G.2	The Sole Bidder / Lead member of Consortium Bidder should have presence in India for the last 5 financial years as on 31.3.2019.	
G.3	The Sole Bidder / any Member of Consortium bidder shall not be blacklisted by any Central/ State Govt./ PSU or any entity controlled by them for providing similar services	Affidavit for no blacklisting on appropriate non-judicial stamp paper duly notarized.
G.4	The sole Bidder/ Consortium members together must have successfully executed & implemented at least one Smart Grid/AMI/AMR/SCADA/ DMS/ OMS projects in an Indian Power Distribution Utility in the last 5 financial years (i.e. FY 2014-15 onwards).	Proof of Work order & performance certificate/ work order completion certificate to be submitted. For Distribution Franchisee / Distribution Licensee: Self-experience certificate duly signed by MD/CEO of the company
G.5	Undertaking from the Bidder for investment of 70% of project cost	The Undertaking should be on Non-Judicial Stamp Paper duly notarized.
G.7	The Sole Bidder/ Lead member of Consortium Bidder should have following certificates which should be valid as on date of bidding:	
a)	1. ISO 9001:2008/2015 2. ISO 27001 3. ISO 50001 4. CMMI Level 3 DEV or above for Software Development. OR CMMI level 3 SVC (Service delivery project from IT & OT	Copy of Self-attested valid Certificates

b)	The Sole Bidder / Lead member of Consortium Bidder should possess minimum Class 'B' or above electrical contractor licenses issued by Electrical Inspectorate of any State Govt.	Copy of Self Attested Class 'B' Electrical or above electrical contractor licenses issued by Electrical Inspectorate of any State Govt. To be submitted.
c)	The Bidder / Consortium member having meter manufacturing experience shall have BIS certification for IS: 16444 with latest amendments for the meter to be supplied against this bid.	Copy of self-attested valid certificates.

A. Financial Qualification Criteria

F.1	<p>MINIMUM AVERAGE ANNUAL TURNOVER (MAAT): The Minimum Average Annual Turnover (MAAT) requirement of the bidder (The Average of Best Three Financial Years out of the Last Five Financial Years preceding i.e. FY 2013-14) as indicated in the following Table-Fin-1 shall not be less than Rs. 100 Crores. In case the Bidder is in existence for less than three financial years, the average annual turnover shall be sum of turnover in the completed no of financial years divided by three for the purpose of meeting the above criteria. Turnover of the bidding company on standalone basis only (excluding its associate companies on Standalone Basis) shall be considered for arriving at Annual Turnover. While calculating the turnover, only project related turnover shall be taken into consideration.</p> <p>Note: i. In case of Consortium, the MAAT shall be considered jointly/together of all members.</p> <p style="text-align: center;">Table-Fin-1 <i>(To be attached with Annexure 8: Format of Summary of Audited Financial Statements)</i></p> <p style="text-align: center;">MAAT Schedule (Name of Bidder or Consortium Partner)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sl. No</th> <th style="width: 15%;">Financial Year</th> <th style="width: 40%;">Project Related Annual Turnover (excluding associate companies on Standalone Basis) of the Bidder (in INR Crores)</th> <th style="width: 40%;">Best Three Years Project Related Annual Turnover (excluding associate companies on Standalone Basis) of the Bidder (in INR Crores)</th> </tr> </thead> <tbody> <tr><td>1</td><td>2013-14</td><td></td><td></td></tr> <tr><td>2</td><td>2014-15</td><td></td><td></td></tr> <tr><td>3</td><td>2015-16</td><td></td><td></td></tr> <tr><td>4</td><td>2016-17</td><td></td><td></td></tr> <tr><td>5</td><td>2017-18</td><td></td><td></td></tr> <tr> <td colspan="3">A. Total of best 3 FY Project related Annual Turnover</td> <td></td> </tr> <tr> <td colspan="3">B. = (A/3) Average of project related Annual Turnover for best 3-FY</td> <td></td> </tr> </tbody> </table>			Sl. No	Financial Year	Project Related Annual Turnover (excluding associate companies on Standalone Basis) of the Bidder (in INR Crores)	Best Three Years Project Related Annual Turnover (excluding associate companies on Standalone Basis) of the Bidder (in INR Crores)	1	2013-14			2	2014-15			3	2015-16			4	2016-17			5	2017-18			A. Total of best 3 FY Project related Annual Turnover				B. = (A/3) Average of project related Annual Turnover for best 3-FY			
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B. = (A/3) Average of project related Annual Turnover for best 3-FY																																			
<p>Note :</p> <p>1. The bidder has to furnish the certificate from the Statutory Auditor of the Bidder(s) certifying the Project related Annual Turnover of the company only (excluding its Associated Companies on Standalone Basis) based on audited accounts of the last Five Financial Years. In case the bidder has executed any project in Consortium, the project related turnover certified by the Statutory Auditor of the Bidder(s) should reflect his share of the project related turnover only.</p>																																			
F.2	<p>LIQUID ASSETS AND ACCESS TO CREDIT FACILITY: Bidder shall be financially sound and stable. The liquid assets as per the Audited Accounts at the end of the last Financial Year and credit facility available from bank duly certified by the Bank at the end of the month preceding to the date of submission of the tender together as indicated in the following</p>																																		

format should not be less than **Rs.30 Crores**. For this purpose, the liquid Assets and Un-Utilized Credit facilities of Partners of Consortium shall be considered together.

Table-Fin – 2

(To be attached with Annexure 8: Format of Summary of Audited Financial Statements)

Liquid Assets and Un-Utilised Credit Facility Schedule

Liquid Assets as on 31.03.20...		Un-Utilised Credit Facility Month ending	
Description	(Rs. in Cr)	Description	(Rs. in Cr)
Cash in Hand		Cash Credit	
Cash at Bank		LC and BG	
Fixed Deposits		Others (Pl Specify)	
Total Liquid Assets		Total Un-Utilised Credit Facility	

Grand Total: Total Liquid Assets + Total Un-Utilised Credit Facility.

Note:

- (i) **Liquid Asset:** The liquid Assets as per the last Audited Accounts prior to the year of Tender shall be considered.
- (ii) **Un-Utilised Credit Facility:** The latest Un-Utilised credit facility as per the Banker's Certificate as per the proforma (**Annexure-VII**) at the end of Month preceding to the Month of Tender shall be considered.
- (iii) In case of Consortium above (Fin-2) shall be furnished independently by each partners duly certified by Statutory Auditor of the Bidder(s).

Technical Qualification Criteria

B. Experience as a Meter Manufacturer

Sub Clause	Qualification Criteria	Supporting Documents Required
B.1	<p>The Bidder or a member of consortium bidder should have experience of manufacturing or supply of Static Electricity Meters for power distribution utilities in India in the last 5 financial years (i.e. FY 2014-15 onwards) as per the following:</p> <ul style="list-style-type: none"> ● Minimum 2,50,000 Single-phase meters. ● Minimum 1,00,000 Three phase Whole Current meters. ● Minimum 10,000 LTCTVM/ HTCTVM. <p>All these meters shall either be AMR Meters or shall have Communication port.</p>	<ol style="list-style-type: none"> i. Factory License Certificate/ MoA mentioning nature of Business. ii. Proof of Work order/Purchase order. iii. Performance certificate/ work order completion certificate to be submitted.

B.2	<p>The Bidder or a member of consortium bidder must have successfully supplied or implemented AMR or AMI projects in an Indian Power Distribution Utility during the last 5 financial years (i.e. FY 2014-15 onwards). The Bidder should have either supplied or implemented Meters with inbuilt/ modular/ external communication module and associated DCU /Gateway/ Router (as applicable) and MDAS/ HES application.</p> <p>a) One (1) project completed with >= 70,000 meters OR b) Two (2) Projects completed with >= 50,000 meters each OR c) Three (3) projects completed with >= 30,000 meters each</p>	<p>i. Individual Client's PO/ WO/ LOI/ LOA/ Contract/ Certification on client letterhead. ii. Performance certificate from the client needs to be submitted.</p>
B.3	<p>The Bidder or a member of consortium bidder must have Supplied or implemented a project of minimum 1000 Smart Meters with GPRS or RF communication in India in last 5 financial years (i.e. 2014-15 onwards).</p>	<p>i. Client's PO/ WO/ LOI/ LOA/ Contract/ Certification on client letter head. ii. Execution Performance Certificate from the client.</p>
B.4	<p>The Bidder or a member of consortium bidder should have quality certifications for its manufacturing and services function.</p> <p>a) ISO9001 and ISO14001 b) Minimum CMMI Level 3</p>	<p>Self-attested Valid Certificate.</p>
B.5	<p>The Bidder or a member of consortium bidder should be an authorized implementation Partner of OEM products proposed in the bid and should possess all the necessary authorizations of the OEM to supply, customize, implement and support their OEM solutions.</p>	<p>Authorization letter from OEM for next 10 years support (as per Annexure 15. Format of Manufacturer's Authorization of Supply and Support.)</p>
B.6	<p>The Bidder or a member of consortium bidder should have relevant BIS Certification or should have applied for the same for the offered product.</p>	<p>Copy of the Valid Certificate or copy of the application submitted for BIS certificate. However, the Bidder must obtain and submit the BIS certificate before commencement of supply.</p>
C. AMI / AMR Experience		
C.1	<p>The Bidder or a member in case of consortium Bidder must have successfully implemented AMR or AMI in an Indian Power Distribution Utility with minimum 80,000 consumers in the last 5 financial years (i.e. FY 2014-15 onwards).</p>	<p>i. Individual Client's PO/ WO/ LOI/ LOA/Contract/ Certification on client letterhead. ii. Performance certificate and contact details of client's needs to be submitted.</p>
D. IT & Communication Service Provider Experience		

D.1	<p>The Bidder or a member of consortium bidder must have successfully implemented RF Mesh Technology (NIC and Network Component along with respective software i.e. HES/NMS) and/ or GPRS Technology for smart metering project with connect/disconnect facility in any Indian or Global Power Distribution Utility in the last five (5) financial years (i.e. 2014-15 onwards) meeting any one of the following criteria:</p> <p>a) One project completed with >= 1,00,000 nodes OR</p> <p>b) Two projects completed with >= 70,000 nodes in each project OR</p> <p>c) Three projects completed with >= 50,000 nodes in each project</p> <p>At least one project should be in operation for at least 1 year as on Bid Due Date.</p>	Performance certificate/ completion certificate from client.
D.2	<p>The Bidder or a member of consortium bidder should have experience of interoperability / Integration /implemented RF / GPRS communication network, consisting of at least two (2) meter manufacturers, in at least one project in any Indian or Global Power Distribution Utility</p>	Client's certificate mentioning interoperability / Integration of two (2) different make of meters on single communication network.
D.3	<p>The Bidder or a member of consortium bidder should have implemented an AMI Project of minimum 1000 nos of Smart Meters in India and scope must include Supply, Installation of AMI, Head End System (HES) and Meter Data Management System (MDMS) and integration with existing MDMS and Data Analytics of any Indian Power Distribution Utility.</p>	<p>a) Client's PO/ WO/ LoI/ LoA/ Contract on client letterhead.</p> <p>b) Performance Certificate/ Project Completion Certificate.</p>
E. Experience as System Integrator		
E.1	<p>The Bidder or the lead member of the consortium bidder should have system integration experience of AMI/ AMR with MDM and Billing application for minimum 40,000 meters and the same should be in successful operation for at least one year as on Bid Due Date.</p>	<p>a) Client's PO/ WO/ LoI/ LoA/ Contract on client letterhead.</p> <p>b) Performance Certificate/ Project Completion Certificate.</p>

5. Other General Criteria

5.1 In case Bidder does not manufacture or produce any major equipment or component of the overall Solution to be provided as the Scope of Work, then the Bidder is required to submit the Manufacturer's /OEM's Authorization stating the required support from the Manufacturer/ OEM with respect to supply, support, etc for a period of ten (10) years from the date of operational acceptance of the system by PFCCCL/ OPTCL

5.2 For start-up firms, gazette notification dated 17 Feb 2016, G.S.R. 180 (E) and policy circular No. 1(2)(1)/ 2016-MA dated 10th March 2016, and the subsequently issued guidelines shall be considered for waiving off respective qualifying requirements for sourcing of meters subject to mandatorily meeting quality and technical specifications as specified in Volume-1 and Volume-2 of this RFP.

5.3 The Bidder or any of its Consortium members shall not have 5 (five) or more AMI projects / 20 Lakhs meters in India which are outstanding to be installed as on the bid due date for submission.

5.4 Additional requirements in case of Consortium

5.4.1 If the Bid is made by Consortium (maximum three members), the following Qualification criterion shall be applicable:

5.4.2 The lead member of the Consortium will be designated by the consortium members who shall be in-charge on behalf of the Consortium. The lead member shall have due authorization with a power of attorney on non-judicial stamp paper of value of Rs. 500/- and the same shall be submitted with the bid from the Consortium members. The lead member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all Consortium members for the entire execution of the job and dealing shall be done exclusively with the lead member. He shall also be authorized to receive payments on behalf of all members.

5.4.3 All consortium members shall jointly meet the qualifications criteria specified at para 4 or at any other section mentioned in this document.

5.4.4 The bid shall be signed so as to legally bind all members, indicating the role and responsibility of lead member and other Consortium members which cannot be altered later on. A copy of Consortium undertaking on non-judicial stamp paper duly notarized with sub registrar office of appropriate value satisfying the above condition shall be submitted with the bid indicating role and duties of each Consortium member.

5.4.5 In case of such Consortium becoming a successful Bidder, the contract shall be signed so as to be legally binding on all members of Consortium. All members of the Consortium shall, be liable jointly and severally for execution of the job and fulfilling the terms and conditions of the agreement

5.4.6 No Consortium shall be considered as valid unless each member has specific segregation of duties.

5.4.7 In case of non-furnishing the requisite documents along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected.

5.4.8 The lead consortium member needs to be company incorporated in India. In case the Lead Consortium member being an Indian Company is having collaboration with the Company incorporated outside India (Foreign Company). The Lead Consortium member shall in respect of such collaboration submit duly certified/ authenticated copies of the following documents:

- a) Certificate of Incorporation/ Registration Certificate issued by the competent authority under the law in force in the country of its incorporation in respect of the other foreign consortium members;
- b) Memorandum and Articles of Association or document constituting the company and regulating its affairs;
- c) List of board of directors or regulating/ controlling body;
- d) Address of its place of business in India, if any;

- e) Audited annual financial statements and financial Net-worth for the last five years; i.e. FY 2013-14 onwards.
- f) Complete copy of agreement entered into by the Indian companies (Lead Consortium member and any other Indian consortium member) with the foreign company together with gist of major terms, validity period, demarcation of scope of work, role and responsibilities of each party to the agreement, technical, financial and management aspects of the agreement;
- g) Commitment of the foreign company to continue Partnering with agreement and to discharge its role/ functions under the agreement till the completion of AMI project including the FMS period, if assigned by PFCCL
- h) Any other papers or documents required by PFCCL at a later stage or in future.

- 5.4.9** The Lead Consortium Member shall submit the Bid to PFCCL and shall be liable towards fulfilling the obligations in this RFP.
- 5.4.10** The Lead Consortium Member shall have a valid Goods and Services Tax Registration Number, Provident Fund (PF) Code and Permanent Account Number (PAN) for the Republic of India.
- 5.4.11** The Lead Consortium Member shall designate and authorize one person to represent the Bidding Consortium in its dealings with PFCCL through a Power of Attorney as per **Annexure 6**. Format of Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium, to perform all tasks pertaining to the contract including, but not limited to, providing information, responding to inquiries, signing of Bid on behalf of the Consortiums, etc.
- 5.4.12** Each member of the Consortium shall have a registered office (under the Companies Act 2013 with Registrar of Companies) and operations in India. However, the foreign consortium member company need not have a registered office in India but should have a place of business.
- 5.4.13** Every Consortium Member shall provide consent to the Lead Consortium Member and make itself aware of all the proceedings of the bidding process and Project implementation through legally enforceable Consortium agreement, power of attorneys, legal undertakings, etc. entered amongst all members of that Bidding Consortium including but not limited to those as prescribed in Annexure 4, Annexure 5 and Annexure 7. In the absence of duly executed formats, the Bid shall not be considered for evaluation and will be rejected.
- 5.4.14** The Bidder / member of Consortium should not be blacklisted/barred by any Govt. Organization or Regulatory Agencies or Govt. Undertaking. Bidder should submit a self-undertaking signed by its Authorized Signatories for the same as per the format prescribed in **Annexure 3: Format of Covering Letter by Lead Consortium Member for Submission of Bid** (required in addition to Annexure 1, in case of Consortium bidder) (required in addition to Annexure 1, in case of Consortium bidder).
- 5.4.15** The Lead Consortium Member shall submit the Bid after legitimately paying the Bid Security as per the various terms, schedules and formats prescribed in this RFP.
- 5.4.16** The bid, and in case of successful bid the specified Form of Agreement, shall be signed so as to be legally binding on all Consortium members (as per enclosed format in bidding document).
- 5.4.17** The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Consortium, and the entire execution of the Contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the

Consortium as per power conferred to him in the Power of Attorney. **Annexure 5.** Format of Power of Attorney by Consortium Member in favor of Lead Consortium Member

- 5.4.18** The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. However, in case of breach of obligation under the contract, the Lead Consortium member and other Consortium members shall be jointly responsible. The statement to this effect shall be provided along with RFP submissions including the Bid Form and Contract (in case of successful bid).

6. Cost of Bidding

- 6.1** The Bidder shall bear all costs associated with the preparation and submission of this Bid including post-bid discussions, technical and other presentations etc. and PFCCL shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. Bid Security

- 7.1** The bidder is required to submit a Bid Security of Rs. 2 cr. as per the format prescribed in **Annexure 10: Proforma For Bank Guarantee For Contract Performance.**

- 7.2** Any bid not accompanied by a substantially responsive Bid Security in accordance with **Annexure 1: Covering Letter** shall be rejected by PFCCL as non-responsive.

- 7.3** The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the signing of the contract with the Project Implementing Agency

- 7.4** The bid security of the successful bidder shall be returned as promptly as possible once they furnished the required Contract Performance Security and signed the contract with OPTCL.

- 7.5** The bid security may be forfeited if:

- (a)** The Bidder withdraws its Bid during the period of bid validity as specified in **clause 19 of Section E.**

OR

- (b)** The selected Bidder:

- i. fails to sign Contract agreement in accordance with Annexure 21: Contract Agreement; or
- ii. fails to furnish Contract Performance Guarantee in accordance with Annexure 10: Proforma For Bank Guarantee For Contract Performance; or
- iii. is found to have submitted false particulars/fake documents; or
- iv. Refuses to execute the work at his agreed scope/ quoted rates, after OPTCL issues the Letter of Award;
- v. is involved in incidents of manipulation of rates by cartelization.

- 7.6** The cost of all stamp duties payable for executing the RFP, Bid Documents or Project shall be borne by the relevant Lead Consortium Member.

- 7.7** No interest shall be paid to the Bidder on any amount submitted to PFCCL, whether to be returned or not.

8. Bidders to Inform Itself Fully

- 8.1 The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions (including site conditions) and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the services performed within the scope of work, as provided in this RFP. Accordingly, the Bidder acknowledges that, on being selected as Project Implementing Agency, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.
- 8.2 The Bidders should particularly acquaint themselves with the technical requirements of OPTCL's /WESCO's systems, operations, assets, equipment, statutory codes and standards.
- 8.3 The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for implementation of the Project. PFCCCL and OPTCL shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up the Project other than those covered under PFCCCL/ OPTCL's conventional business.

9. Compliance

- 9.1 No member of a consortium Bidder can be an independent Bidder or a member of another consortium Bidder.
- 9.2 Notwithstanding anything stated above, PFCCCL reserves the right to verify the authenticity of the documents submitted for meeting the Eligibility Criteria and may request for any additional information/documents. PFCCCL reserves the right at its sole discretion contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- 9.3 If at any stage of the bidding or Project execution process, any order/ ruling is found to have been passed in the last 1 (one) year preceding the Bid Submission Deadline by a competent Court of Law against or any appropriate Commission against any Consortium Members or its Affiliates for its material breach of any contract, then Bids from such Bidders shall be liable to be rejected in totality. All Bidders shall confirm in accordance to Annexure 3 that no such order(s)/ ruling(s) have been passed by a competent Court of Law or an appropriate Commission against it or its Subsidiary or its Affiliates. In case of any such order/ ruling, it is the duty of the Bidder to inform PFCCCL for the same.
- 9.4 Any removal/ change/ replacement of manpower shall be notified to OPTCL/PFCCCL within 7 (seven) calendar days along with the Curriculum Vitae of the personnel replacing the previous personnel.
- 9.5 If the Bid Security from any Bidder is forfeited or lapsed either partly or wholly during the Bid process, then such Bidders and Consortia are liable for rejection.
- 9.6 Qualified Bidders and Project Implementing Agency shall continue to maintain compliance with the Eligibility Criteria throughout the bidding process and project implementation period, respectively as the case may be. Failure to comply with the aforesaid provisions shall make the Bid and the Contract liable for rejection at any stage of the Project.
- 9.7 The Lead Consortium Member shall be the point of contact for the Consortium during the Bid process before award of the project to the Project Implementing Agency, and OPTCL/PFCCCL shall communicate directly to the authorized contact person appointed through the Power of Attorney as per **Clause 5.4.17** above. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of OPTCL/PFCCCL, and OPTCL/PFCCCL shall not bear any liability

whatsoever in this account.

- 9.8** The Bidder shall include in its bid details of all major items of supply or services that it proposes to purchase or sublet and shall give details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items. Bidders are free to list more than one Subcontractor against each item of the facilities.
- 9.9** OPTCL/PFCCL reserves the right to remove any proposed subcontractor of the Bidder prior to award of any work related to either the Bidding or Project, or during the work, without assigning any reason thereof.

10. Study of Utility's Existing Systems

10.1 Bidders are advised to visit and examine the site where the facilities are to be installed and its surrounding, and obtain for itself, on its own responsibility and cost, all information that may necessary for preparing the Bid and entering into a contract for supply and installation of the facilities. The cost of visiting the site shall be at the Bidder's own expense.

10.2 The Smart Grid Project Area details of Rourkela are as follows:

S. No	Particulars	Unit	Value
1	Area of Coverage	Sq. Km.	53.29 sq. KM
2	No. of Division & Sub-Division Offices in Rourkela	Nos.	3 & 7
3	Population	Nos.	3.09 lakhs
4	Total Consumers (Approx.)	Nos.	81,591
5	Total No. of 33 KV Sub-stations feeding Project Area	Nos.	14
6	Total Number of Power Transformers at 33 KV S/S	Nos.	30
7	Total Capacity of Power Transformers at 33 KV S/S	MVA	198.85
8	Total Number of 33 kV Feeders	No.	10
9	Total Length of 33 kV Feeders	Kms	71.81
10	Total Number 11 kV Feeders	Nos.	31
11	Total Length of 11 kV Feeders	Kms.	224.93
12	No of 33KV/ 0.4 KVA DT	Nos	9
13	Capacity of 33KV/0.4 KVA DT	MVA	3
14	Total Length of LT Lines	Kms.	370.21
15	Total Number of Distribution Transformers	Nos.	1180
16	Total Capacity of Distribution Transformers(11KV/0.4 KV)	MVA	163.36

10.3 A Baseline KPI study has been conducted by TPIEA and the Billing Efficiency, Collection Efficiency and AT&C Loss for **for FY 2017-18** are as follows:

Parameter	Unit	Values
Input Energy	Lakh Unit (LU)	3178.04
Billed Energy	Lakh Unit (LU)	2156.89
Billed Amount	Rs. Lakh	11,192.25
Collected Amount	Rs. Lakh	10,684.62
Billing Efficiency	%	67.87%
Collection Efficiency	%	95.46%
AT&C loss	%	35.21%

10.4 The details of baseline KPI study for FY 2018-19 will be shared with the bidders before the bid submission date. The bidder has to reduce the AT&C loss to 10% within 10 years from the Date of issuance of Letter of Intent (LoI) to the successful bidder.

10.5 The Bidder and any of its personnel or agents will be granted permission, through the assistance of PFCCL, by OPTCL/WESCO to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify PFCCL and OPTCL/WESCO and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of/or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

11. Clarifications

11.1 Bidders, through the Lead Consortium Member, may seek clarifications on this RFP only in writing, through a letter or email to reach PFCCL no later than 15 (Fifteen) calendar days prior to the Bid Submission Deadline.

11.2 PFCCL may issue clarification only, at its sole discretion, which is considered reasonable by it.

11.3 Any such clarifications issued shall be sent to all the Bidders to whom the RFP has been issued.

11.4 PFCCL is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

11.5 For the avoidance of any doubt, it is hereby clarified that there shall be no extension in the Bid Submission Deadline on account of clarifications sought in accordance to **Clause 8.1 pg. no. 27 above**.

12. Pre-Bid Meeting

12.1 The Bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which shall take place at the time stipulated in **Section A pg. no. 7 of Volume I** of this RFP at: GRIDCO Conference Hall, Janpath, Bhubaneswar, Odisha.

12.2 The purpose of the meeting will be to clarify any issues regarding this RFP in general and the Scope of Work in particular.

12.3 The Bidder shall submit any question or query to PFCCL in writing, to reach PFCCL not later than the date mentioned in Section A pg. no. 7, in the format given in **Annexure 2: Format for Sending Query to PFCCL**. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter.

12.4 Minutes of the meeting, including the text of the questions raised and the responses given,

together with any responses prepared after the meeting, will be uploaded on PFCCL's website (www.pfccl.com and www.mstcecommerce.com)

12.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

13. Amendments to RFP

13.1 PFCCL, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFP, including the timelines, by issuance of addendum/ modification/ errata and/ or a revised document.

13.2 Revisions or amendments in the bidding guidelines may cause PFCCL to modify amend or supplement the RFP to be in conformance with any applicable Law. Such document shall be notified in writing through a letter or fax or e-mail to all the entities to which the RFP has been issued and shall be binding on them. Such documents shall be sent by email to the person designated by the Bidder.

13.3 PFCCL shall not be responsible for any delay in receipt of the addendum/ modification/ errata and/ or revised document and receipt of the same by the Bidders shall be presumed by PFCCL upon taking all reasonable steps to notify the Bidders. Late receipt of any addendum/ modification/ errata and/ or revised document will not relieve the Bidder from being bound by that modification or the Bid Submission Deadline. All such amendments/modifications shall be issued at least seven (7) days prior to the Bid Submission Deadline.

13.4 In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, PFCCL may, at its discretion, extend the deadline/ timeline for Bid submission.

14. Method of Submission of Bid

14.1 Both Technical and Price Bids shall be submitted electronically at www.mstcecommerce.com Refer **Section H : e-Tendering Methodology & Registration process of e- bidding portal**., on or before the Bid Submission Deadline following the instructions therein. Documents shall be scanned and uploaded wherever required, while some data shall be entered manually.

14.2 Bidders may prepare, edit, substitute or withdraw their offers any number of times online before the Bid Submission Deadline. Any change or withdrawal of the physically submitted Bid to PFCCL before the Bid Submission Deadline shall be accompanied with a written notice duly signed by the Authorized Representative of the Lead Consortium Member. Any revised physical submission shall be duly and legibly marked as 'REVISED' along with the date of submission, while the withdrawn submission shall be marked as 'WITHDRAWN' along with the date and signature of the Authorized Representative. After the Bid Submission Deadline, the Bidder shall not, or attempt to, change or withdraw the Bid under any circumstances. No written or online request in this regard shall be granted.

14.3 In addition to the electronic submission, the Bidder shall also provide 2 no. of hard copy/(ies) of the Technical Bid to PFCCL in a sealed envelope before the Bid Submission Deadline at Ninth Floor ('A Wing), Statesman House Building, Barakhamba Road, Connaught Place, New Delhi - 110001

14.4 The hard copy of the Technical Bid shall be sent to PFCCL via Registered Post with Acknowledgement Due (RPAD), speed post or courier which should reach PFCCL before the Bid Submission Deadline. Whereas, hand delivery is also accepted.

14.5 The sealed envelope shall contain hard copies of all original and/ or attested documents submitted in the physical submission of the Technical Bid. The separate sealed envelope shall also contain the requisite hard copy of the Bid Security.

14.6 The sealed envelope shall be clearly marked on the top as “Request for Proposal invited by PFCCL on behalf of OPTCL for Selection of SGIA for implementation of Smart Grid in Rourkela City.” The sealed envelope shall be addressed to the PFCCL. The sealed envelope shall also clearly mention the name of the Lead Consortium Member and the consortium members submitting the Bid.

14.7 The sealed envelope shall not contain the Financial Bid. The Financial Bid shall only be submitted electronically.

14.8 In case of discrepancy between the electronically submitted documents and the physically submitted documents in the sealed envelope, the electronically submitted documents and the information contained therein shall prevail and be treated as the final submission.

15. Bid Formats

15.1 The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Section, as well as this RFP in general.

15.2 Strict adherence to the formats, wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures or pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

15.3 The Lead Consortium Member shall submit the Bid in compliance with the Eligibility Criteria and formats provided in this RFP.

16. Technical Bid

16.1 The Technical Bid shall contain a covering letter by the single bidder or the Lead Consortium Member duly designated and signed by all Members of that Bidding Consortium as per the format prescribed in **Annexure 3: Format of Covering Letter by Lead Consortium Member for Submission of Bid** (required in addition to Annexure 1, in case of Consortium bidder).

16.2 The Technical Bid shall contain a legally enforceable Consortium Agreement entered amongst all Members of that Bidding Consortium, designating one of the Members to be the Lead Consortium Member as per the format prescribed in **Annexure 4: Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium**. In the absence of a duly executed Consortium Agreement, the Bid shall not be considered for evaluation and will be rejected.

16.3 In case of a single company approaching as a Bidder, the Consortium Agreement shall not be required.

16.4 The Technical Bid shall contain Power of Attorney from each Consortium Member in favor of the Lead Consortium Member as per the format prescribed in **Annexure 5. Format of Power of Attorney by Consortium Member in favor of Lead Consortium Member**.

16.5 In case any Consortium Member is a foreign entity, then it may submit a Board resolution/ Power of Attorney/authorization, which should satisfactorily and unambiguously encompass all the terms and conditions of the Power of Attorney prescribed in **Annexure 5**.

16.6 Provided further that such Board resolutions/Power of Attorney/authorization, as specified above, in case of a foreign entity, shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid. In the case of a foreign entity, in the event, any and/or all of the documents/resolutions are in any other language other than English, then a duly notarized copy of such translation shall also be required to be submitted

16.7 The Lead Consortium Member shall designate one person to represent the Bidding Consortium in its dealings with PFCCL. The person designated by the Lead Consortium Member shall be authorized through a Power of Attorney as per **Annexure 6. Format of Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium** to perform all tasks including, but not limited to, providing information, responding to inquiries, signing of Bid on behalf of the Consortiums, etc. and attach the same in the Technical Bid.

16.8 The Technical Bid shall contain signed Letter of Consent as per **Annexure 7** from each Consortium Member that the Bid has been reviewed and each element of the Bid is agreed to by them including but not limited to any commitment in the Project.

16.9 Bid Security as prescribed in **Annexure 1**

16.10 All documents required to prove/ substantiate the Eligibility of the Bidders and Bidding Consortium as required in Eligibility Criteria **Clause 4 Pre-Qualification Criteria pg. no. 19** including:

- a) Company Profile document with evidence of fields of competence for each Consortium Member.
- b) Attested copy of Certificate of Registration/ Incorporation issued by the Registrar of Companies for each Consortium Member.
- c) Copy of the Goods and Services Tax (GST) Registration Certificate for each Consortium Member.
- d) Provident Fund (PF) Certificate indicating PF Code for each Consortium Member.
- e) Copy of Permanent Account Number (PAN) Card for each Consortium Member.
- f) Certificate of Commencement of Business issued by the Registrar of Companies for Lead Consortium Member clearly indicating the number of years of operation for each Consortium Member.

16.11 The Bidder shall provide a clear and concise Project Plan covering the following topics as a part of the Technical Bid:

- a) Understanding of PFCCL and its requirement with respect to project implementation;
- b) Details of proposed methodology; **Annexure 13: The Proposed Methodology And Work Plan**
- c) Project team structure; **Annexure 11: Composition of Team And The Team Leader To Be Deployed**
- d) Resource planning and estimation;
- e) Risk planning; and
- f) Detailed work plan and timelines along with clear mention of deliverables

16.12 The BoQ shall be accompanied by the make, model, detailed specifications, literature, drawings, etc. of the supply in the Technical Bid demonstrating substantial responsiveness of the quoted Solution.

16.13 Alternative (alternate technology/architecture/design/functionality or proposals with multiple options) Bids shall be rejected.

17. Financial Bid

17.1 The Financial Bid shall only be submitted electronically as per the format prescribed in **Vol. IV**. No hard copy of the Financial Bid shall be submitted.

17.2 The Financial Bid shall clearly indicate the following

- i. Cost of all hardware, software, services, operation, maintenance, recurring costs, taxes, duties, levies, cess and all other costs that contribute to the installation, operation and maintenance of the Project.

Note : Price quoted against the BoQ should clearly mention the basic cost/ unit price, Goods and Service Tax (GST) and any other taxes/duties/levies. For any other taxes/duties/levies please specify the nature and rate of tax with proof. The rate of claimed taxes shall be mentioned by the Bidder with the un-priced BoQ in submission of the technical bid.

- ii. **Percentage of Incremental Revenue (arising out of reduction of AT&C Losses) to be shared with utility.**
- iii. **FMS charges**

17.3 *The Financial Bid will be evaluated based on Percentage of Incremental Revenue to be shared with utility arising out of reduction in AT&C loss, quoted by the Bidder which shall be minimum 25% in each year of operation.* Financial bids of bidders quoting below 25% shall be rejected.

17.4 The heads indicated in the BoQ of the financial bid is indicative. The Bidder shall add additional heads of equipment, services, etc. as deemed necessary by the Bidder in the Financial Bid.

17.5 The Bidder shall quote the charges for Facility Management Services (FMS). However, these charges will be applicable only after the Operational Acceptance testing. Any link charges before the operation acceptance test shall be in the Bidder's scope.

17.6 Unit prices (exclusive of all taxes/duties/levies/cess etc.) quoted by the Bidder shall be firm and final and shall remain constant throughout the period of execution of the Project and any subsequent contracts and shall not be subject to any upward modifications.

17.7 Any items or prices omitted by the Bidder, if incurred at a later stage by the Bidder, within the scope of work as provided in this RFP, shall be borne by the Bidder with no financial liability on PFCCL/OPTCL.

17.8 Any additional item beyond the Scope of Work required for expansions during the execution period of the Project shall be supplied by the Project Implementing Agency keeping the specifications and unit price same as per the BoQ and Financial Bid, respectively.

17.9 All prices in the Financial Bid shall be quoted in Indian Rupees. The Bidder shall bear the risk and absorb all costs related to foreign exchange variations during the execution of the Project. The variation in the statutory taxes will be borne by the OPTCL as per **clause 19.4.5 of Section F Pg. No. 46**.

17.10 Alternative (alternate technology/architecture/design/functionality or proposals with multiple options) Bids shall be rejected.

18. Bid Submission Deadline

18.1 All Bids shall be electronically submitted and physically received by PFCCL no later than the Bid Submission Deadline indicated in **Section-A** of this RFP.

18.2 Any bid received by PFCCL after the Bid Submission Deadline prescribed by PFCCL shall be rejected and returned unopened to the Bidder.

18.3 PFCCL may, at its discretion, extend this Bid Submission Deadline by amending the RFP at any time prior to opening of the Bids, in which case all rights and obligations of PFCCL and the Bidders

shall thereafter be subject to the deadline as extended.

19. Bid Validity

19.1 The offer submitted in the Bid by the bidder shall be valid for a period of 180 days from the bid submission deadline. The bid security shall be valid for 90 days beyond the end of validity period of the bid. This shall also apply if the period of the bid validity is extended.

19.2 All such offers, and terms and conditions set forth in this RFP shall be valid for the Project Implementing Agency till the successful completion of the Project as certified by OPTCL/PFCCL.

19.3 In exceptional circumstance, OPTCL/PFCCL may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by email. If a Bidder accepts to prolong the period of validity, the Bid Security shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required or permitted to modify its Bid.

E. Tender opening and Bid Evaluation

1. Opening of Technical Bids

- 1.1. The Technical Bids shall be opened in presence of all the Bidders and their representatives at the date and time indicated in Section D of this RFP at:

PFC Consulting Limited

Ninth Floor ('A Wing)

Statesman House Building

Barakhamba Road,

Connaught Place,

New Delhi - 110001

- 1.2. The physical submission of the Technical Bids in the sealed envelope shall be opened simultaneously to check for the Bid Security.
- 1.3. PFCCL shall then separately evaluate the Bids with respect to the Eligible Criteria, as well as other technical parameters outlined in this RFP.

2. Confidentiality

- 2.1. Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- 2.2. Any attempt by a Bidder to influence OPTCL/PFCCL in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 2.3. If any Bidder, from the time of opening the Technical Bids to the time of Contract award, wishes to contact OPTCL/PFCCL on any matter related to the bidding process, it should do so in writing.

3. Clarification

- 3.1. To assist in the examination, evaluation and comparison of the Bids, PFCCL 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 PFCCL shall not be considered. PFCCL's request for clarification and the response shall be in writing. 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 PFCCL in the evaluation of the Financial Bids.

4. Responsiveness of Technical Bid

- 4.1 PFCCL's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 4.2 A responsive Technical Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a) does not meet all the Minimum Technical Specifications; or
 - b) affects the scope, quality, or performance of the Solution; or

- c) limits or is inconsistent with the RFP, the PFCCL's rights or the Bidder's obligations;
 - d) if rectified would unfairly affect the competitive position of other Bidders presenting responsive Technical Proposals
 - e) fails to successfully demonstrate their interoperability solution.
- 4.3** Only "non-material deviations" (which means only those deviations that do not qualify as material deviations as defined above) will be considered by the PFCCL. Please describe all the non-material deviations in the technical proposal.
- 4.4** If Bidder desires to take any non-material deviation from the terms & conditions of the tender, it should be mentioned specifically in the deviation sheet as per the format prescribed in **Annexure 14: Format for Deviation Sheet** unless such deviations are mentioned in this deviation sheet, the same will not be taken into consideration.
- 4.5** Except aforesaid deviations, the entire order, if placed, shall be executed in accordance with Specifications. Any other deviations if found, elsewhere in the tender proposal should not be given any consideration while finalizing the tender. PFCCL reserves the right to accept or reject the deviation mentioned on deviation sheet proposed by the Bidder.
- 4.6** The successful Bidder shall provide an undertaking that the key staff identified for the project (as submitted in its Technical Bid) shall be available for the respective proposed work requirement, anytime during the duration of the Project, till its successful completion.

5. Non-Conformities, Errors and Omissions

- 5.1** Provided that a Technical Bid is responsive, PFCCL may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
- 5.2** Provided that a Technical Bid is responsive, PFCCL may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify non-material, non-conformities or omissions in the Technical Bid related to documentation requirements. Such omission shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 5.3** Provided that the Technical Bid is responsive, PFCCL 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 PFCCL 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;
 - 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) Except as provided in (a) to (c) herein above, PFCCL shall reject the Financial Bid if the same contains any other computational or arithmetic discrepancy or error.
- 5.4** If the successful bidder that has submitted the Highest Percentage of Incremental Revenue to be shared with utility, does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.

6. Bid Evaluation Process

- 6.1** The Bidding process is designed to select the Project Implementing Agency through a series of technical parameters for short listing qualifying bidders and selecting the successful bidder based on the **'Percentage of Incremental Revenue to be shared with utility'** quoted by the Bidder.
- 6.2** The Bid submitted by the Bidder shall consist of a Technical Bid and a Financial Bid. The Technical Bid shall be submitted in both hard and soft copy to PFCCL, while the Financial Bid shall only be submitted electronically.
- 6.3** The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine the information supplied by the bidders and other requirements in the Bidding Documents, taking into account the following factors:
- 6.3.1** Overall completeness and compliance with the Technical Specifications and Drawings;
 - 6.3.2** deviations from the Technical Specifications as identified in Annexure 6 to the bid and those deviations not so identified; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid.
 - 6.3.3** The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
 - 6.3.4** Achievement of specified performance criteria by the facilities
 - 6.3.5** Compliance with the time schedule called for in the corresponding Appendix to the Form of Contract Agreement and evidenced as needed in a milestone schedule provided in the bid;
 - 6.3.6** Type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services
 - 6.3.7** Any other relevant technical factors that the Employer deems necessary or prudent to take into consideration.
 - 6.3.8** Any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.
 - 6.3.9** Details furnished by the bidder in response to the requirements specified in Volume-II of the Bidding Documents.
 - 6.3.10** The acceptability of the vendors and subcontractors proposed to be used by the Bidder will be evaluated. Should a vendor or subcontractor, for the items other than those covered in the RfP, be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.
 - 6.3.11** Bank Guarantee submitted against Bid Security shall be verified independently from issuing bank. On receipt of certification from issuing bank, eligibility of bidder shall be decided for opening of price bid.

6.4 First Stage:

- 6.4.1** The Technical Bids shall be checked for fulfilment of the Eligibility Criteria of the Bidder or Bidding Consortium as per **Clause 6 Bid Evaluation Process Pg. No. 37 of Section E.**
- 6.4.2** The Bidders are informed that scores shall be credited only upon satisfactory submission of the necessary documents and certificates provided by the Bidders

6.5 Second Stage:

6.5.1 The Technical Bids of Bidders qualifying the Eligibility Criteria shall be scored based on the Technical Evaluation score sheet given below. **The Bidders scoring equal to or more than 70 (seventy) marks out of 100 as described in technical bid evaluation detailed Technical Evaluation Methodology given below shall qualify for the next stage of evaluation.**

Technical Evaluation Criteria

S. No.	Description	Requirement	Score	Max. Marks
Bidder's Financial Strength				
1.	Financial Capability: The Minimum Average Annual Turnover of the Bidder shall be a minimum of INR 100 Crores during the best three financial years out of the last five financial years i.e. 2013-14 to 2017-18.	100Cr<= Turnover<=150Cr	10	20
		150Cr<Turnover<=250Cr	15	
		Turnover >250 cr.	20	
AMI / AMR Experience				
2	The Bidder must have successfully executed & implemented Smart Grid/AMI/AMR projects in an Indian Power Distribution Utility in the last 5 years (i.e. FY 2014-15 onwards).	1,00,000 < No. of meters <= 2,50,000	5	10
		No. of meters >2,50,000	10	
Meter manufacturing /supply experience				
3	As a meter manufacturer or supplier, the Bidder should have experience of manufacturing / supplying of Static Electricity Meters to power distribution utilities in India in the last 5 financial years (i.e. FY 2014-15 onwards). All these meters shall either be AMR Meters or shall have Communication port.	2,50,000 < Cumulative No. of meters in last 5 years <= 5,00,000	5	10
		Cumulative No. of meters in last 5 years > 5,00,000	10	
Smart Metering Experience				
4	The Bidder should have implemented a project involving minimum 1000 Smart Meters with GPRS / RF communication technology in India in last 5 financial years (i.e. 2014-15 onwards).	1,000 <= No. of meters <=5,000	10	20
		No. of meters >5,000	20	
IT &Communication Experience				
5	The Bidder must have successfully implemented RF Mesh Technology (NIC and Network Component along with respective software i.e. HES/NMS) and/ or GPRS Technology for smart metering project with connect/disconnect facility in any Indian or Global Power Distribution Utility in the last 5 (five) financial years (i.e. 2014-15 onwards) meeting any one of the	1,00,000 <= No. of nodes <=1,50,000	5	10

	<p>following criteria:</p> <p>a. One project completed with $\geq 1,00,000$ nodes ; OR</p> <p>b. Two projects completed with $\geq 70,000$ nodes in each project ; OR</p> <p>c. Three projects completed with $\geq 50,000$ nodes in each project</p>	No. of nodes $> 1,50,000$	10	
Interoperability Experience				
6	To showcase interoperability, Integration with Multiple Meter Manufactures. The Communication provider should have integration experience with at least 2 Indian Meter Manufacturers.	=2	5	10
		>2	10	
System Integration Experience * (refer to note below)				
7	The Bidder or a member of the consortium bidder should have system integration experience of AMI/AMR with MDM and Billing application.	=1	5	10
		>1	10	
8	Approach and Methodology			10
TOTAL				100

*** Note: The experience should fall under the following**

a) **System Integration Capability:** Assistance to utilities (Power Sector) in providing IT consulting (Strategy, Advisory, Efficiency Improvements, Implementation, program management engagement. Also includes DPR assistance or procurement assistance or implementation or program management engagement for IT software / network / hardware solutions. **With at least one project of Integration with existing ERP. LT/HT, billing, CCC, SCADA/DMS, DC and DR.**

OR

b) **Integration and Project Management :** Experience in developing utility specific IT applications, developing enterprise wide detailed system requirement definition, development of solution architecture, integration design and developments, and interfaces with appropriate levels of security, managing large projects including subcontractors and selected vendors, supervision of vendor installations, configuration, coding and deliverables, and testing to ensure smooth integration with the legacy and new applications. It will also include monitoring project status, budget deviations, assessment of outcomes and communicating risks and adjustments on a timely basis.

6.5.2 After the technical evaluation, PFCCCL shall prepare a list of pre-qualified and shortlisted Bidders and Financial Bids of only the said shortlisted Bidders will be opened. The date, time and venue will be notified to all shortlisted bidders for opening of Financial Bids.

6.5.3 The online opening of Financial Bids shall be done in presence of respective representatives of Bidders who choose to be present. PFCCCL will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Bidding Process.

6.5.4 The Financial Bids shall be opened in the presence of authorized representatives of technically qualified bidders, those who wish to be present, at the date and time indicated

in Section A of this RFP at Ninth Floor ('A Wing), Statesman House Building, Barakhamba Road, Connaught Place, New Delhi – 110001.

7. Opening of Financial Bid:

7.1 Financial Bids in prescribed formats of Volume IV of only those Bidders who qualify the technical evaluation will be opened. Bidders shall submit the Financial Bid online in the format given in Vol. IV ("Financial Bid") clearly indicating prices item-wise in INR and percentage of incremental benefit revenue to be shared with Utility arising out of AT&C loss reduction and FMS charge for Year 1 to 8, both in figures and words.

Note : At the time the Contract is awarded, the quantity indicated in the BoQ of the Financial Bid shall not be modified. However, OPTCL/PFCCL reserves the right to **increase or decrease the quantity subject to overall variation in price of (±)10% without any change in the unit prices or other terms and conditions of the RFP and the Bid.**

7.2 Price Part of only those Bidders shall be opened on-line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. Such Bidders shall be intimated about the date and time for opening of Price Part by the Employer.

7.3 PFCCL will on-line open Price Bid online at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of price bid. The bidders' representatives who are present shall sign a register evidencing their attendance.

7.4 The bidders' names, the Bid Prices or any discounts, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. The prices and details as may be read out during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the '**Bidder sharing Highest Percentage of Incremental Revenue with Utility**') shall be determined as per the provisions of this Section and considered for award of contract as provided in **Clause 9 Award of Contract pg. no.43.**

7.5 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present.

7.6 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

7.7 In the event of any difference between figures and words, the amount indicated in words shall prevail. For the avoidance of doubt, it is clarified that the quotation shall be quoted item-wise including FMS charges for 8 years and **percentage of incremental benefit revenue to be shared with Utility**. The place, date and time for the opening of the financial Bids shall be announced separately.

8. Evaluation of Price Bids

8.1. The Employer will examine the Price Bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order.

8.2. The Price Bids containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the Bid Envelope are liable to be rejected.

8.2.1 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between

the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail. The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

- 8.2.2** In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer. The rate and amount so ascertained by the Employer shall prevail.
- 8.2.3** The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.
- 8.2.4** If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected, and the amount of Bid Security forfeited.
- 8.2.5** The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Employer shall be entitled to consider the lowest of the prices in these schedules.
- 8.3.** The comparison of price bids shall be on the **Percentage of Incremental Revenue to be Shared with Utility**, on account of AT&C loss reduction in Price Schedule. The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.
- 8.4.** The Employer's evaluation of a bid will take into account, in addition to the Percentage of Incremental Revenue Sharing and bid prices indicated in Price Schedule (online price schedules), the following costs and factors that will be added to each Bidder's bid price using pricing information available to the Employer, to determine the project cost
- a. the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of Bid Envelope, and other deviations and omissions not so identified;
 - b. the performance of the equipment offered;
 - c. Bidder shall state the guaranteed performance or efficiency of the Equipments, named in Vol.III, in response to the Technical Specifications. Equipment offered shall have a minimum (or a maximum, as the case may be) level of guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with guarantees less (or more) than the minimum (or maximum) specified shall be rejected.
 - d. any other relevant factors listed in Vol. III.
 - e. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account for determining the project cost.
- 8.5.** Confidentiality Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional adviser advising PFCL in relation to matters arising out of or concerning the Bidding Process. PFCL will treat all

information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. PFCCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or PFCCL.

9. Clarifications by PFCCL to facilitate evaluation of Bids

- 9.1.** PFCCL at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by PFCCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Bidder does not provide clarifications sought above within the specified time, its Bid shall be liable to be rejected. And evaluation will be done based on the available documents.
- 9.2.** PFCCL may at its discretion ask the Bidder to make a presentation on their proposal to the Evaluation Committee. PFCCL may also ask for a clarification regarding the Bid and the clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.
- 9.3.** With respect to the Financial Bid evaluation, arithmetical errors will be rectified on the following basis:
 - a) If there is a discrepancy between words and figures, the amount in words will prevail.

10. Employer's Right to Accept any Bid and to Reject any or all Bids

- 10.1** The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

11. Deciding Award of Contract:

- 11.1.** PFCCL will decide the Selected Bidder based on the 'Percentage of Incremental Revenue' to be shared with WESCO arising out of reduction in AT&C loss and award the Project to them. However, the sharing of incremental revenue with the Utility shall be minimum 25% in each year of operation.

12. Notification of Award to Successful Bidder

- 12.1.** Prior to the expiration of the period of bid validity, the Employer/Owner will notify the successful Bidder in writing through Letter of Intent (LoI), that its bid has been technically and commercially accepted. The bidder shall provide unconditional acceptance of LoI within 2 weeks. The signing of agreement will amount to award of contract and Bidder will initiate the execution of the work as specified in the agreement. Bidder will also submit PERT Chart/Project Execution Plan within 2 weeks from date of LoI. PERT Chart/Project Execution Plan shall be signed, accepted and mutually agreed by successful bidder and owner within 2 weeks from date of acceptance by LoI.
- 12.2.** Contract Performance Security shall be submitted by the successful bidder within 28 days from date of LoI. Thereafter, detailed letter of award shall be issued by owner. On unconditional acceptance of Letter of Award, contract agreement shall be signed on submission and acceptance of contract performance security. The notification of award (Letter of Intent) will constitute the formation of the contract.
- 12.3.** The Employer shall publish the results on its website, identifying the bid and Specification

numbers and the following information:

- (i) name of each Bidder who submitted the Bid;
- (ii) bid prices as read out at bid opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the winning Bidder, and the "Percentage of Incremental Benefit" it offered, as well as the duration and summary scope of the contract awarded.

The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

- 12.4.** Upon the successful Bidder's furnishing of the performance security and their independent verification from issuing bank and acceptance thereof, the Employer will promptly discharge the bid securities.
- 12.5.** Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 12.6.** The successful bidder, within fourteen (14) days of the notification of Contract award, shall provide a Performance Security of Rs 10 Crore for the due performance of the Contract in the amounts and currencies specified in the RFP based on the format prescribed in **Annexure 10: Proforma For Bank Guarantee For Contract Performance.**
- 12.7.** Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute enough grounds for the annulment of the award and forfeiture of the Bid Security. In that event OPTCL may award the Contract to the next successful Bidder whose offer is responsive.
- 12.8.** Post award, the successful Bidder will be intimated to demonstrate their interoperability solutions through use cases as per the requirements provided in **Annexure 16: Use Cases for Demonstration of Interoperability Solutions** on a specified date. The successful Bidder should be able to successfully demonstrate integration of their NIC/Communication module with meters of at least 2 manufacturers in India till HES and/or MDMS, before delivery of materials.

13. Award of Contract

13.1. Award Criteria

- 13.1.1.** OPTCL will award the contract to the successful Bidder (also referred as to 'Bidder sharing Highest Percentage of Incremental Revenue with the Utility') whose bid has been determined to be substantially responsive and who has quoted highest percentage of incremental revenue to be shared with utility on account of AT&C loss reduction, further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified to perform the contract satisfactorily.
- 13.1.2.** OPTCL/PFCCL may request the Bidder to withdraw any of the deviations listed in the winning bid.
- 13.1.3.** At the time of Award of Contract, if so desired by OPTCL/PFCCL, the bidder shall withdraw the deviations listed at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected, and his bid security forfeited.
- 13.1.4.** Bidder would be required to comply with all other requirements of the Bidding

Documents except for those deviations which are accepted by OPTCL/PFCCL.

- 13.1.5.** OPTCL/PFCCL reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.
- 13.1.6.** The mode of contracting with the successful bidder will be as per stipulation outlined and briefly indicated below:
- a. First Contract: For supply of all equipment and materials including applicable taxes and duties.
 - b. Second Contract: For providing all services i.e. inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipment supplied under the “First Contract” and any other services specified in the Contract Documents.
 - c. Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.
- 13.2.** Contract Agreement Documentation – The sequence of contract agreement documentation is given here under:
- a. Issuance of Letter of Intent (LoI) by owner and its unconditional acceptance by the bidder within two weeks from date of issuance of LoI.
 - b. Mutual agreement on PERT chart / Project Execution Plan duly signed and accepted by SGIA and Owner within two weeks from date of acceptance of LoI
 - c. Submission of Contract Performance Security equivalent to Rs. 10 crore, within 28 days from date of LoI, against implementation of Smart Grid in Rourkela City.
 - d. Letter of Award by OPTCL and its unconditional acceptance by the bidder. Letter of Award shall be issued only after mutual agreement & acceptance on PERT chart/Project execution plan and on timely submission of Contract Performance Security. The acceptance of LoA should be provided with 2 weeks from date of issue of LoA. LoA shall include details of
 - i. Pre-bid discussion
 - ii. Post-bid negotiation/discussions
 - iii. PERT chart
 - iv. Contract Performance Guarantee
 - v. Contract Agreement shall be signed, on unconditional acceptance of Letter of Award by SGIA, within 14 days from date of issue of Letter of Award and submission and acceptance of contract performance guarantees.

14. Payment and Revenue Sharing

- 14.1.** The Successful Bidder’s request for payment (***Applicable only for the amount corresponding to the sum of Grant from NSGM (i.e. 30% of CAPEX)***) shall be made to OPTCL in writing, accompanied by invoices describing, as appropriate, the relevant component of the Solution performed, accompanied by the documents submitted pursuant to Successful Bidder’s responsibilities.
- 14.2.** All payments shall be made by OPTCL in favour of the Lead Consortium Member.
- 14.3.** The revenue from this project would be credited to an escrow account. OPTCL will have the first right to take away the incremental revenue as per the Award of Contract on account of AT&C loss reduction with respect to the baseline KPIs based on TPIEA study at the end of every financial year and balance will be paid to successful bidder. In the event, no AT&C loss reduction takes

place at the end of a particular financial year, then payment will be released after deduction of incremental revenue.

F. General Conditions of Contract

1. Contract Documents

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

2. Interpretation

In this Contract unless a contrary intention is evident:

- 2.1.** PFCCL/ OPTCL, the Bidder, and the Project Implementing Agency shall individually be referred to as "Party" and collectively as "Parties."
- 2.2.** Unless otherwise specified a reference to a clause number is a reference to all of its sub- clauses;
- 2.3.** 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;
- 2.4.** A word in the singular includes the plural and a word in the plural includes the singular;
- 2.5.** A word importing a gender includes any other gender;
- 2.6.** A reference to a person includes a Partnership and a body corporate;
- 2.7.** A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.8.** Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which has a corresponding meaning;
- 2.9.** In the event of an inconsistency between the terms of the RFP, bid document and the subsequent Contract, the terms of this RFP hereof shall prevail.
- 2.10.** Whenever a material or article is specified or described by the name of a brand, manufacturer or trade mark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information is furnished to enable OPTCL to determine that the products are equivalent to those named.

3. Entire Agreement

3.1. This RFP constitutes the entire agreement as a part of the Contract between Parties supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of Contract.

4. Amendment

4.1. 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 both OPTCL and the Project Implementing Agency thereto.

5. Waiver

5.1. Subject to **Clause 5.2** 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.

5.2. The waiver by either Party of a breach or default of any of the provisions of this contract by the other Party shall not be interpreted as:

- a) A waiver of any succeeding breach of the same or other provision, nor shall any delay or omission on the part of the other Party to exercise; or
- b) Away to avail itself of any right, power, or privilege that it has or may have under this contract to operate as waiver of any breach or default by the other Party.
- c) 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.

6. Severability

6.1. 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 or the contract as a whole and the remaining provisions of the contract shall remain in full force and effect.

7. Language

7.1. The official language of the Contract is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and OPTCL, 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, the English translation shall govern.

7.2. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation. The Contractor shall be bound to the English translation and what has been stated therein.

8. Consortium

8.1. The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. Only the Lead Consortium Member shall have the authority to conduct all businesses for and on behalf of the Consortium during the bidding process and, in the event the Consortium is awarded the Contract, during contract execution. The composition of the Consortium cannot be altered.

8.2. Without prejudice to **Clause 8.1** above, for the purposes of fulfilment of its obligations as laid down under the Contract where OPTCL deems fit and unless the context requires otherwise, Contractor shall refer to the Lead Member who shall be the sole point of interface between OPTCL and the Consortium and would be absolutely accountable for the performance of its own, the other members of the Consortium and/or its team's functions as also the subcontractors.

8.3. All payments shall be made by OPTCL in favour of the Lead Consortium Member.

9. Notices

9.1. 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.

- 9.2.** 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.
- 9.3.** All notices under this contract shall be sent to or delivered to the nodal person as specified by the Parties.
- 9.4.** A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

10. Governing Law

- 10.1.** The Contract shall be governed by and interpreted in accordance with laws of the India. The Courts of state capital shall have exclusive jurisdiction in all matters arising under this Contract.

11. Settlement of Disputes

- 11.1.** OPTCL and the Contractor 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.
- 11.2.** 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 **clause 11.3** below.
- 11.3.** All disputes or differences in respect of which the decision, if any, has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided. The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- 11.4.** The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Delhi.
- 11.5.** The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties extend the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 11.6.** The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put for the purpose of obtaining the said decision.

12. Corrupt Practices

- 12.1** OPTCL requires Bidders, Suppliers, and Contractors to observe the highest standard of ethics during

the execution of such contracts.

12.2 The following definitions apply:

- a) "Corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c) "Collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the OPTCL/PFCCL, designed to influence the action of any party in a procurement process or the execution of a contract;
- d) "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.

12.3 OPTCL/PFCCL 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.

12.4 After the award of the contract if it is coming to the knowledge of OPTCL/PFCCL that the Bidder has engaged in corrupt, fraudulent, collusive, or coercive practices at any stage, OPTCL shall forthwith terminate the Contract as per the provisions of **Clause 39 pg. no. 61** below.

13. Scope of Work

13.1. Scope of Work & Proposed Features of implementation of Smart Grid in Rourkela

- a. To set up AMI for LT and HT Consumers with HES, MDMS across Smart City Rourkela Area.
- b. To set up SCADA DMS for the Entire System including Outage Management System
- c. Formation of CC (Control Centre) and Disaster Recovery Centre
- d. Integration of CC and DR with Urja Mitra (Power Outage Information System)
- e. Creation of a Web Based Customer Portal
- f. Creation of DTMU (Distribution Transformer Monitoring Unit)
- g. Metering Billing and Collection
- h. 3-seater Call Centre (upgradable up to10-Seater)

13.2. The goods and services to be provided by the Contractor to OPTCL including but not limited to supply of hardware, transportation, software, installation, integration, testing, commissioning, training operation, maintenance and other services (the "Solution") are provided in Volume II of this RFP and subsequent details regarding the Functional Requirements, Minimum Technical Standards (MTS), Service Level Agreement (SLA) are provided in Volume-II of this RFP.

13.3. 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 comprehensive, successful and satisfactory implementation of the Solution as if such items were expressly mentioned in the Contract.

13.4. All Goods and Related Services to be performed under the Scope of Work shall first be documented, detailed, designed, and specified for approval of OPTCL. The Contractor shall dispatch and/ or commence implementation of the Solution only after written dispatch approval/ clearance of

OPTCL. In case of any amendments suggested by OPTCL, the Contractor shall document the amendments and re-submit for OPTCL's approval.

14. Delivery

- 14.1.** Subject to provision in **Clause 38 pg. no.61** below, the completion of implementation of the Solution by the Contractor shall be in accordance with the Implementation Schedule as specified in **Annexure 17: Project Implementation Schedule**. The Contractor shall furnish all the details of shipping and other documents to OPTCL.

15. Contractor's Responsibilities

- 15.1.** The Contractor shall successfully implement the Solution as per the Scope of Work provided in Volume-II of this RFP, and Functional Requirements, Minimum Technical Standards (MTS), Service Level Agreement (SLA) provided in Volume-II of this RFP.

16. OPTCL's Responsibilities

- 16.1.** Whenever implementation of any component of the Solution requires that the Contractor obtain permits, approvals, and import and other licenses from local public authorities, OPTCL shall, if so, required by the Contractor, make its best effort to assist the Contractor in complying with such requirements in a timely and expeditious manner.
- 16.2.** The CEO of OPTCL or any other person designated by the CEO of OPTCL shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Contractor.
- 16.3.** CEO of OPTCL or any other person designated by the CEO of OPTCL shall approve all such documents within 15 working days.
- 16.4.** OPTCL may provide on Contractor's request, particulars/ information / or documentation that may be required by the Contractor for proper planning and execution of Scope of Work under this Contract.
- 16.5.** OPTCL shall provide to the Contractor sitting space and infrastructure and utilities, in PFCC/ OPTCL's offices at such location as may be mutually decided by the Parties.
- 16.6.** The PFCC in coordination with OPTCL will provide support on a list of items and services as mentioned in **clause C.6 of Volume II** of this RFP.

17. Contract Price

- 17.1.** The Contract Price shall be as specified in the Contract 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 37 pg. no.60**.
- 17.2.** Percentage of Incremental Revenue to be shared by the Contractor for the Solution performed under the Contract shall not vary from that quoted by the Contractor in its Bid, with the exception of any adjustments authorized in the RFP.
- 17.3.** Prices shall not be subject to any upward/downward revision on any account whatsoever throughout the period of contract, with the exception of any price adjustments in project cost authorized under **Clause 37 pg. no.60**

18. Terms of Payment

(Applicable only for the amount corresponding to the sum of Grant from NSGM (i.e. 30% of CAPEX))

- 18.1.** The amount shall be paid in the manner specified in the RFP. No invoice for additional work/change order on account of change order will be submitted by the Contractor unless the said additional work/change order has been authorized/ approved by OPTCL in writing.
- 18.2.** The Contractor's request for payment shall be made to OPTCL in writing, accompanied by invoices describing, as appropriate, the relevant component of the Solution performed, accompanied by the documents submitted pursuant to Contractor's responsibilities.
- 18.3.** All payments shall be made by OPTCL in favor of the Lead Consortium Member.
- 18.4.** The release of payments shall be progressive and performance/ output-based as per the Payment Schedule in **Clause 19.1 pg. no. 51**, where the payments shall be made for measured deliverables and outputs on acceptance by OPTCL.
- 18.5.** The Project Implementing Agency shall obtain sign-off for each milestone completed from the OPTCL and raise invoice against the same.
- 18.6.** Payments shall be made promptly by OPTCL, no later than sixty (60) days after submission of an invoice supported by documentary evidence complete in all respects by the bidder / Lead Consortium Member and accepted by OPTCL.
- 18.7. Power to withhold:** Notwithstanding anything contained in the Payment Schedule mentioned below, if in the opinion of OPTCL, the Project Implementing Agency is deficient in any manner in comparison to the prescribed standards, OPTCL shall be at liberty to withhold a reasonable portion of the payments due to the Contractor, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of OPTCL under this Contract.
- 18.8.** If any excess payment has been made by OPTCL due to difference in quoted price in proposal and Contractor's invoice, OPTCL may without prejudice to its rights to recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor.
- 18.9.** The currency in which payment shall be made to the Contractor under this contract is Indian Rupees (INR).

19. Payment Schedule

- 19.1.** The amount corresponding to the sum of Grant from NSGM (i.e. 30% of CAPEX) would be paid to the SGIA in line with the payment terms as per NSGM's Guidelines

S. No	Milestone	Payment (% of NSGM 30% GRANT)
1	a) Approval of survey reports for 25% of project area coverage. b) Delivery, site installation and commissioning of data centre with related hardware, software and equipment c) Delivery, site installation and integration of first lot of 10% smart meters each with related hardware, software and equipment and successful completion Field Installation and Integration Test (FIIT) ¹ .	15%

¹ As defined in Volume II of this RFP

2	Delivery of smart meters along with related hardware, software and equipment at Project site after Factory Acceptance Test (FAT) ² . This payment shall be released on pro-rata basis considering delivery, site installation & integration of 6 equal lots (100%-Initial lot of 10% smart meters) of each with related hardware, software and equipment after successful completion Field Installation and Integration Test (FIIT) of each lot.	25%
3	Installation, commissioning & integration of all AMI Hardware, Software, field material in Project Area & Site Acceptance Test (SAT) ³	20%
4	Successful completion of the Guaranteed Performance Test (GTP) ⁴ of the AMI system.	15%
5	Operational Acceptance ⁵	15%
6	Completion of 1-year warranty period (1 st year FMS)	10%
	Total	100%

19.2. Taxes and Duties: For goods supplied from outside India, the Contractor shall be entirely responsible for all taxes, duties, stamp duties, license fees, and other such levies imposed outside India.

19.3. For goods supplied from within India, the Contractor shall be entirely responsible for all the taxes, duties, license fees, other levies/ access etc., incurred until the complete implementation of the Solution for OPTCL except GST.

19.4. The following may be noted regarding applicability of taxes, duties, asset.

19.4.1 GST thereon as applicable will be paid extra on a given taxable good and/or service. The amount and percentage (%) of GST as applicable mentioning the HSN code or SA code as applicable should clearly be indicated separately. The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.

19.4.2 The Contractor should charge GST in Invoice at the rate indicated separately. And any statutory deviation in the same shall be credited to Owner account.

19.4.3 However, any refund received by the Contractor on account of GST charged from the Owner; such refund shall have to be passed on to the Owner, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the Contractor. Further, Owner has a right to recover the amount of GST along with penal interest if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

19.4.4 In case, Government revises the rate of GST rate / Code during the tenure of the contract, the provision of OPTCL's statutory variation **clause 19.4.5** shall apply.

19.4.5 In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to OPTCL and the Contractor should inform such changes to OPTCL from time to time.

19.4.6 The Contractor has to provide their GST Registration No. It is mandatory. Offer without GST Registration No. will be out rightly rejected.

² As defined in Volume II of this RFP

³ As defined in Volume II of this RFP

⁴As defined in Volume II of this RFP

⁵As defined in Volume II of this RFP

19.4.7 It shall be the responsibility of the Bidders to pay all statutory taxes, duties and levies (including GST) and interest, if applicable on account of additional revised invoice issued for actual material supplied, to the concerned authorities for such return/supply of surplus material, which would otherwise have been, lawfully payable. The Bidders shall submit an indemnity bond to keep OPTCL harmless from any liability, before release of such material to the Bidder by OPTCL/PFCCL.

- 19.5. The contractor shall provide a copy of all paid tax challans/ receipts to OPTCL for record.
- 19.6. Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to the Contractor's offer if it takes place within the original contractual delivery date will be to OPTCL's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to OPTCL.
- 19.7. Notwithstanding anything above or elsewhere in the Contract, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to the OPTCL for reasons associated with non-compliance/ incorrect compliance by the Contractor, the OPTCL shall be entitled to recover such amount from the Contractor by way of adjustment from any of the subsequent invoices submitted by the Contractor to the OPTCL . In addition to the amount of GST, the OPTCL shall also be entitled to recover interest and penalty, in case any interest and/or penalty are imposed by the tax authorities on the OPTCL for incorrect/wrong availment of Input Tax Credit. The OPTCL shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Contractor and the said determination shall be binding on the Contractor.

20. Performance Security

- 20.1. The Contractor shall, within fourteen (14) days of the notification of Contract award, provide a Performance Security equivalent to 10% of estimated contract cost of Rs 100 Crore. i.e. Rs 10 Crore for the due performance of the Contract in the amounts and currencies specified in the RFP based on the format prescribed in **Annexure 10: Proforma For Bank Guarantee For Contract Performance.**
- 20.2. The Performance Security shall be valid for 10 (ten) years from the date of signing of the contract agreement. Initially, the performance security shall be valid for two years which shall be extended for next 8 years until handing over of the project to OPTCL. However, the extension should be communicated 1 month prior to the expiry of existing performance security.
- 20.3. Any payments shall be made to Contractor only after receipt of Performance Security by OPTCL.
- 20.4. OPTCL shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Contractor commits any delay or default in the implementation of the Solution during the contract period (including FMS period) or commits any other breach of the terms and conditions of the Contract.
- 20.5. The Performance Security shall be discharged by OPTCL and returned to the Contractor not later than fourteen (14) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty and FMS obligations, unless specified otherwise in the RFP.
- 20.6. In case of any delay by the Contractor in performing the activities of the Scope of Work with respect to the Project Execution Timeline, then upon OPTCL's request, the Contractor shall extend the validity of the original Bid Security for the period for which the contract is extended.

21. Intellectual Property

- 21.1. PFCCL/ OPTCL shall own and have a right in perpetuity to use all newly created Intellectual Property

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 Contractor solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such services under this Contract. The Contractor undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to PFCCL/OPTCL 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 PFCCL/OPTCL. To the extent that Intellectual Property Rights are unable by law to so vest, the Contractor assigns those Intellectual Property Rights to PFCCL/ OPTCL on creation.

- 21.2.** The Contractor 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 Contractor, the same shall be acquired in the name of PFCCL/OPTCL, and the same may be assigned by PFCCL/OPTCL to the Contractor 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 PFCCL/OPTCL.
- 21.3.** The Contractor 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 Contractor shall keep PFCCL/OPTCL 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 Contractor or its personnel during the course of performance of the Related Services. In case of any infringement by the Contractor, the Contractor shall have sole control of the defence and all related settlement negotiations
- 21.4.** Subject to **Clause 21.1** above, the Contractor shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Contractor that existed before the effective date of the contract.

22. Confidential Information

- 22.1.** Both Contractor and PFCCL/ OPTCL 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 up to or the entering of the Contract.
- 22.2.** After the entering of the Contract, OPTCL and the Contractor 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. Notwithstanding the above, the Contractor may furnish to its subcontractor such documents, data, and other information it receives from OPTCL/PFCCL to the extent required for the subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.
- 22.3.** OPTCL/PFCCL shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from OPTCL/PFCCL for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 22.4.** The obligation of a Party under **Clauses 22.2 and 22.3** above, however, shall not apply to information that:

- a) OPTCL or Contractor need to share with the institutions participating in the financing of the Contract;
- b) Now or hereafter enters the public domain through no fault of that Party;
- c) Can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
- d) Otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.

22.5. The above provisions of this Section 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.

22.6. 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 its employees, agents and sub-contractors.

22.7. The provisions of **Clause 22.1 and 22.2** shall survive completion or termination, for whatever reason, of the Contract.

23. Subcontracting

23.1. The Contractor shall not be permitted to subcontract its obligations under the Contract with OPTCL. However, scope of work related to auxiliary supply and services may be subcontracted after seeking prior approval of PFCCL and OPTCL.

24. Conflict of Interest

24.1. The Contractor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

24.2. OPTCL 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.

24.3. The Contractor for OPTCL cannot participate in the bidding process or be appointed as a Bidder or a third-party inspection agency for the same Project.

24.4. If Contractor is found to be involved in a conflict of interest situation with regard to the present assignment, OPTCL may choose to terminate this contract as per **Clause 39.3** below.

25. Specifications and Standards

25.1. Technical Specifications and Drawings:

- a) The Contractor shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- b) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in the Scope of Work. When no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

- 25.2.** Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Scope of Work. During Contract execution, any changes in any such codes and standards shall be applied only after approval by OPTCL and shall be treated in accordance with **Clause 37 and 38.**

26. Packing and Documents

- 26.1.** The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit. OPTCL shall not be responsible in any manner for any loss or damage caused to the Goods during Transit.
- 26.2.** The packing, marking, and documentation within and outside the packages shall comply strictly with best practices including such special requirements as shall be expressly provided for in the Contract and in any other instructions ordered by OPTCL/PFCCL.

27. Insurance

- 27.1.** The Goods supplied under the Contract shall be fully insured by the Contractor, in INR, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the RFP.

28. Transportation

- 28.1.** The Contractor shall at its own risk and expense transport all the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.
- 28.2.** Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Contractor's Equipment.
- 28.3.** Upon dispatch of each shipment of the Contractor's Equipment, the Contractor shall notify OPTCL in writing, fax or e-mail of the description of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Project Site. The Contractor shall furnish OPTCL with relevant shipping documents to be agreed upon between the parties.
- 28.4.** The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Contractor's Equipment to the Project Site. OPTCL shall use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless OPTCL from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Contractor's Equipment to the Site.

29. Inspection and Tests

- 29.1.** The Contractor shall at its own expense and at no cost to OPTCL/ PFCCL carry out all such tests and/or inspections of to ensure that the Goods and Related Services are complying with the functional parameters, codes and standards specified in the Scope of Work, to the satisfaction of OPTCL/ PFCCL.

- 29.2.** The inspections and tests may be conducted on the premises of the Contractor, at point of delivery, and/or at the final destination of the Goods, or in another place in India as per the requirement. Subject to **Clause 29.3** below, if conducted on the premises of the Contractor or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to OPTCL/ PFCCL.
- 29.3.** OPTCL/ PFCCL or its designated representative shall be entitled to attend the tests and/or inspections referred to in **Clause 29.2** above, provided that OPTCL/ PFCCL bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 29.4.** Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to OPTCL/ PFCCL.
- 29.5.** OPTCL/ PFCCL may require the Contractor to carry out any test and/or inspection to verify that the characteristics and performance of the Goods or Related Services comply with the technical specifications, codes and standards under the Contract, the cost of which shall be borne by the Contractor.
- 29.6.** The Contractor shall provide OPTCL/ PFCCL with a report of the results of any such test and/or inspection.
- 29.7.** OPTCL/ PFCCL may reject any Goods or Related Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Goods or Related Services or parts thereof or make alterations necessary to meet the specifications at no cost to OPTCL/ PFCCL, and shall repeat the test and/or inspection, at no cost to OPTCL/ PFCCL, upon giving a notice pursuant to **Clause 29.4**.
- 29.8.** The Contractor agrees that neither the execution of a test and/or inspection of the Goods or Related Services or any part thereof, nor the attendance by OPTCL/ PFCCL or its representative, nor the issue of any report pursuant to **Clause 29.6**, shall release the Contractor from any warranties or other obligations under the Contract.

30. Liquidated Damages, Penalty and Incentive

(Applicable only for the amount corresponding to the sum of Grant from NSGM (i.e. 30% of CAPEX))

- 30.1.** Except as provided under **Clause 36.1** below, if the Contractor fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, OPTCL shall 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 Goods or Related Services of contract value for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of contract value, cumulatively for entire sum of Liquidated Damages across entire contract.
- 30.2.** In addition, the Contractor is liable to OPTCL for payment of penalty as specified in Volume II of this RFP.
- 30.3.** If the Goods and Related Services supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Contractor to meet the requirements within fourteen (14) days of being informed by OPTCL, OPTCL shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the Performance Security submitted to OPTCL.

31. Warranty

- 31.1.** The Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless

provided otherwise in the Contract.

- 31.2.** Subject to **Clause 27.1** above, the Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 31.3.** The complete cover warranty shall remain valid for the period of 8 years after operational acceptance of the AMI system by PFCCL/OPTCL.
- 31.4.** The Contractor shall be responsible for comprehensive maintenance of all the equipment and systems supplied & installed under this Contract during one year of warranty period + balance seven years of FMS period. The Warranty + FMS period shall commence after completion of the project i.e. after Operational Acceptance. There may be some variation during detailed engineering. Contractor will have to make their own assessment of the systems and deploy manpower accordingly. However, it is to be ensured that specified manpower of requisite qualification is deployed.
- 31.5.** The Maintenance of the system supplied & installed by the Contractor shall be comprehensive. The Contractor shall be responsible for providing all the spares (cards/modules/accessories etc.) for supplied & installed equipment. The spares shall be provided/arranged by the contractor at no extra cost to OPTCL. For early restoration during the emergency condition, if spares are made available by OPTCL, the same shall have to be replenished by the Contractor within thirty (30) days.
- 31.6.** OPTCL shall give a Notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. OPTCL shall afford all reasonable opportunity for the Contractor to inspect such defects.
- 31.7.** Upon receipt of such Notice, the Contractor shall, within the period specified in the RFP or stipulated by OPTCL, expeditiously repair or replace the defective Goods or parts thereof, at no cost to OPTCL.
- 31.8.** If having been notified, the Contractor fails to remedy the defect within the period of warranty specified; OPTCL may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which OPTCL may have against the Contractor under the Contract.

32. Liability/ Indemnity

- 32.1.** The Contractor hereby agrees to indemnify PFCCL/ OPTCL, for all conditions and situations mentioned in this clause, in a form and manner acceptable to PFCCL/ OPTCL. The Contractor agrees to indemnify PFCCL/ OPTCL and its officers, servants, agents ("PFCCL/ OPTCL 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 Contractor or its agents or employees or any third Party associated with Contractor 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.
- 32.2.** The Contractor shall also indemnify PFCCL/ OPTCL 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
- 32.3.** Without limiting the generality of the provisions of this **Clauses 32.1 and 32.2** above, the Contractor shall fully indemnify, hold harmless and defend PFCCL/ OPTCL Indemnified Persons

from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which PFCCCL/ OPTCL 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 Contractor in performing the Contractor'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 Contractor 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 Contractor shall promptly make every reasonable effort to secure for PFCCCL/ OPTCL a license, at no cost to PFCCCL/ OPTCL, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor 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.

32.4. Survival on Termination: All the provisions of this **Clause 32** shall survive Termination

33. Defence of Claims

- 33.1.** If any proceedings are brought or any claim is made against OPTCL arising out of the matters referred to in **Clause 33**, OPTCL shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in OPTCL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.
- 33.2.** If the Contractor fails to notify OPTCL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then OPTCL shall be free to conduct the same on its own behalf.
- 33.3.** OPTCL shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

34. Limitation of Liability

- 34.1.** Except in cases of gross negligence or wilful 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 Contractor to pay liquidated damages to OPTCL; and
 - b) The aggregate liability of the Contractor to OPTCL, whether under the Contract, 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 Contractor to indemnify OPTCL with respect to patent infringement.

35. Change in Laws and Regulations

- 35.1.** 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 India where the sites 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 Contractor has thereby been affected in the performance of any of its obligations under the Contract.

36. Force Majeure

- 36.1.** The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 36.2.** “Force Majeure” shall mean any event beyond the reasonable control of the OPTCL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- a) war, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war;
 - b) rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion; and
 - c) earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
- 36.3.** If a Force Majeure situation arises, the Contractor shall promptly and no later than seven (7) days from the first occurrence thereof, notify OPTCL in writing of such condition and the cause thereof. Unless otherwise directed by OPTCL in writing, the Contractor 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.
- 36.4.** The decision of OPTCL with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Contractor.

37. Change Orders and Contract Amendments

- 37.1.** OPTCL may at any time order the Contractor through a Notice in accordance **Clause 9** (“Change Order”) to make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for OPTCL;
 - b) Specifications for hardware, software and Related Services;
 - c) Quantity variation for items under this contract subject to the limit of (\pm)20% of the existing number of items, covered under the Contract, at same per unit cost
 - d) Variation in requirement as per **Annexure 14: Format for Deviation Sheet**, at mutually agreed cost which should not be more than the quoted price for the same item.
 - e) The method of shipment or packing;
 - f) the place of delivery; and
 - g) the Related Services to be provided by the Contractor.
- 37.2.** If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Contractor’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 Contractor for adjustment under this

Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of OPTCL's Change Order.

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

38. Extensions of Time

38.1. If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to **Clause 13** above, the Contractor shall promptly notify OPTCL in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, OPTCL shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

38.2. Except in case of Force Majeure, as provided in **Clause 36.2** above or where the delay in delivery of the Goods or completion of Related Services is caused due to any delay or default of PFCCL/OPTCL, any extension granted under **Clause 38.1** above shall not absolve the Contractor from its liability to the pay of liquidated damages pursuant to **Clause 30.1** above.

39. Termination

39.1. Termination for Default:

- a. OPTCL may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor, terminate the Contract in whole or in part:
 - i. if the Contractor fails to deliver any or all of the Goods or Related Services within the period specified in the Contract, or within any extension thereof granted by OPTCL pursuant to **Clause 38.1** above; or
 - ii. if the Contractor, in the judgment of OPTCL has engaged in corrupt, fraudulent, collusive, or practices, as defined in **Clause 12** above, in competing for or in executing the Contract; or
 - iii. if any representation made by the Bidder in the proposal is found to be false or misleading; or
 - iv. if the Contractor 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 OPTCL in its absolute discretion decide) provided in a notice in this behalf from OPTCL; or as specified in the Service Level Agreement.
- b. In the event OPTCL terminates the Contract in whole or in part, pursuant to 39.1(a), OPTCL may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to OPTCL for any additional costs, Goods and Services for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

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

39.3. Termination for Convenience:

- a. OPTCL, by Notice sent to the Contractor, 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 OPTCL's convenience, the extent to which performance of the Contract or under the Contract is terminated and the date upon which such termination becomes effective.

- b. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of the Notice of termination shall be accepted by OPTCL at the Contract terms and prices. For the remaining Goods, OPTCL may elect:
 - i. To have any portion completed and delivered at the Contract terms and prices; and/or
 - ii. To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

39.4. Consequences of Termination: Upon Termination of the Contract, the Contractor shall:

- a) Prepare and present a detailed exit plan within five (5) calendar days of termination notice receipt to CEO, OPTCL ("Exit Plan").
- b) CEO, OPTCL and along with designated team will review the Exit Plan. If approved, Contractor shall start working on the same immediately. If the plan is rejected, Contractor shall prepare alternate plan within two (2) calendar days. If the second plan is also rejected, OPTCL will provide a plan for Contractor and it should be adhered by in totality.
- c) The Exit Plan should cover at least the following:
 - i. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment;
 - ii. Handover all developed codes, related documentation and other Configurable Items, if any in his possession;
 - iii. Hand over the list of all IT Assets, passwords at all locations to OPTCL/PFCCL.
 - iv. The Contractor and the Authorized Personnel from OPTCL will sign a completion certificate at the end of successful completion (all points tracked to closure) of the exit Plan.

40. Assignment

40.1. The Contractor shall not assign, in whole or in part, their obligations under this Contract.

41. Disclaimer

41.1. OPTCL reserves the right to share, with any Bidder of its choosing, any resultant Proposals in order to secure expert opinion.

41.2. OPTCL reserves the right to accept any proposal deemed to be in the best interest of the OPTCL.

42. Public Disclosure

42.1. All materials provided to PFCCL/OPTCL by the Bidder are subject to Country and OPTCL public disclosure laws such as Right to Information (RTI), etc.

42.2. The Contractor's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless OPTCL first gives the Contractor its written consent.

43. SLA Audit

- 43.1.** A designated team/ person from OPTCL will review the performance of Contract or against the SLA each month. The review/audit report will form basis of any action relating to imposing penalty on or breach of contract of the Contractor based on the provision of SLA.

44. Adherence to Safety Procedures, Rules, Regulations and Restriction

- 44.1.** Contractor shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by PFCCL/ OPTCL shall be applicable in the performance of this Contract and Contractor's Team shall abide by these laws.
- 44.2.** Access to Project Sites and PFCCL/ OPTCL's locations shall be strictly restricted. No access to any person except the essential personnel belonging to the Contractor who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by PFCCL/ OPTCL shall be allowed entry to the Project Sites and some PFCCL/ OPTCL's locations. Even if allowed, access shall be restricted to the pertaining equipment of PFCCL/ OPTCL only. The Contractor shall maintain a log of all activities carried out by each of its personnel.
- 44.3.** The Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Contractor's Team shall adhere to all security requirement/regulations of PFCCL/ OPTCL during the execution of the work. Security compliance with respect to solution shall be responsibility of the Bidder. PFCCL/ OPTCL's employees and associates also shall comply with safety procedures/policy.
- 44.4.** The Contractor 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.
- 44.5.** PFCCL/ OPTCL will be indemnified for all the situations mentioned in this clause in the similar way as defined in **Clause 32** above.

45. Non-Solicitation of Staff

- 45.1.** For the purpose of this RFP and Contract, all 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 the term of this agreement and for an additional period of 180 days after termination.

46. Survival

- 46.1.** The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.

47. Training

- 47.1** The Contractor to provide training to OPTCL and WESCO personal in their factory site for 3/5 days on Meter/ AMI/ SCADA or on the model to be undertaken.

G. Bid Submission Formats

1. Annexure 1: Covering Letter

[Reference No.]

[Date]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

To:

Sh. Sanjay Nayak

Associate Vice President,

PFC Consulting Ltd.,

9th Floor (A Wing)

Statesman House, Connaught Place,

NewDelhi-110001

Sub: Bid for Appointment of Smart Grid Implementing Agency for Implementation of Smart Grid in Rourkela City in the State of Odisha.

Sir,

1. We, (*Name of Bidder*) having read, examined and understood in detail the RFP for Appointment of Smart Grid Implementing Agency for Implementation of Smart Grid in Rourkela City in the State of Odisha under OPTCL , here by submit our Bid comprising of Technical and Financial Bids.
2. We are submitting our bid consisting of:
 - i) **Technical Bid:**
 - a. Requisite Earnest Money Deposit (EMD) in form of crossed demand draft of any nationalized bank / scheduled bank or bank guarantee in favour of PFC Consulting Ltd. Payable at New Delhi.
 - b. Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Financial Statements as per **Annexure 8: Format of Summary of Audited Financial Statements**.
 - c. Annexure -1, Annexure -2, Annexure -3, Annexure -4, Annexure -5 and Annexure -7 duly filled and signed by authorised signatory as per **Annexure 6. Format of Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium**
 - d. The Bidder should agree to the entire scope of work and deliverables. No proposal for deviation/ part scope of work/ condition will be considered.
 - e. Details of past experience are to be provided in Technical Bid as per **Annexure 9: Record of Similar Work Done**. Documentary evidence (e.g. Copy of work Order / Letter of Award /Lol /Completion certificate/ Project Report /proof of payment /any other relevant documents etc.) in support of the past experience to be provided separately.
 - f. The Bidder should submit a Letter of Authority in favour of the authorized signatory submitting the Bid as per **Annexure 6. Format of Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium**.
 - g. Details of key personnel proposed to be deployed are to be provided in Technical bid as per **Annexure 11: Composition of Team And The Team Leader To Be Deployed**.
 - h. Adequacy of the proposed Methodology and work Plan in responding to the Scope of Work

as per **Annexure 13: The Proposed Methodology And Work Plan.**

- ii) **Financial Bid** (as per format provided at Vol. IV)
3. [Name and contact information of one of the team members] shall be the Team Leader for the Assignment.
 4. We declare that the quoted **Percentage of Incremental Revenue to be shared with utility and project cost** is firm and shall remain valid for the entire period of the assignment. We further declare that the price quoted against BoQ includes all taxes (excluding GST) payable by us under this contract.
 5. We hereby confirm that if any Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
 6. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the `Deliverables` and `Terms of payment clauses as stipulated in the bid documents. We confirm that **Contract Performance Guarantee of Rs. 10 crore**, in the form of bank guarantee shall be provided by us in case of placement of award as per the Annexure 10: Proforma For Bank Guarantee For Contract Performance.
 7. We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered in to, if we are awarded this contract.
 8. We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.
 9. We confirm and certify that all the information/details provided in our bid are true and correct.
 10. We give our unconditional acceptance to the Bid Documents issued by PFCCL, as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.
 11. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the `Bid Document`. The proposal is unconditional. The Bid will be valid for a period of 6 Months from the bid submission dead line.
 12. We also declare that by taking this Assignment we do not have any conflict of interest with any of our prior or current obligations to other organizations/clients and also do not have business or family relationship with member(s) of PFC's and/or PFCCL's and or OPTCL's employees or persons positioned in or on the Board of these two organization by whatever process and if found in correct, we may be de barred from any further engagements by PFCCL and OPTCL forever.
 13. We certify that all the information provided in our bid, including the information regarding the team members is true. We understand that any wilful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with PFCCL and OPTCL for a period of maximum three years from the date of such disqualification.
 15. Further, we undertake that in the event of our appointment as Bidder, given the nature of the work being entrusted, the contents/essence of any reference/ document is given would not be disclosed to any third person without the express approval of PFCCL and OPTCL, failing which the engagement of the organization would be terminated.

Signature of Authorized Person

Name:

Designation & Company seal

Date:

Place:

2. Annexure 2: Format for Sending Query to PFCCL

[Query may be sent in hard copy to the [Nodal Officer of PFCCL], at the below-mentioned address AND/
OR via email to [E-mail ID]]

[Reference No.]

[Date]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

To:

Sh. Sanjay Nayak

Associate Vice President,

PFC Consulting Ltd.,

9th Floor (A Wing)

Statesman House, Connaught Place,

NewDelhi-110001

Sub: Query.

Ref: [Tender Details].

Dear Sir/ Madam,

Please find below our query with respect to the RFP subject to the terms and conditions therein:

Sr.	RFP Volume (I /II/ III/ IV)	Reference Clause No.	Page No.	Concise Query
1.				
2.				
3.				

Thanking you,

Yours Sincerely,

[Insert Signature of Authorised person here]

[Insert Name of Authorised person here]

3. Annexure 3: Format of Covering Letter by Lead Consortium Member for Submission of Bid (required in addition to Annexure 1, in case of Consortium bidder)

[Covering Letter shall be on the official letter head of the Lead Consortium Member of the Bidding Consortium]

[Reference No.]

[Date]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

To:

Sh. Sanjay Nayak

Associate Vice President,

PFC Consulting Ltd.,

9th Floor (A Wing)

Statesman House, Connaught Place,

NewDelhi-110001

Sub: Bid for Appointment of Smart Grid Implementing Agency for Implementation of Smart Grid in Rourkela City in the State of Odisha.

Ref: *[Tender Details]*

Dear Sir/ Madam,

We, the undersigned.....*[Insert name of the Lead Consortium Member]* having read, examined and understood in detail the RFP for Appointment of Smart Grid Implementing Agency for Implementation of Smart Grid in Rourkela City in the State of Odisha under OPTCL , here by submit our Bid comprising of Technical and Financial Bids.

1. We give our unconditional acceptance to the RFP including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by PFCCCL, as amended. In token of our acceptance to the RFP, the same have been initialled by us and enclosed to the Bid. We shall ensure that our Consortium shall execute such requirements as per the provisions of the RFP and provisions of such RFP shall be binding on us.
2. Fulfilment of Eligibility: We undertake that we fulfil the Eligibility Criteria stipulated in the RFP and fulfil all the eligibility requirements as the Lead Consortium Member as outlined in the RFP.
3. Bid Security: We have enclosed the EMD of [Amount] in the form of
 - (i) a Bank Guarantee Noand date..... of *[Insert Bank Name & Address]*OR
 - (ii) Demand Draft Nodatedof *[Insert Bank Name & Address]* as per Annexure 1 of the RFP fromand valid up to [Date].

4. **No Deviation:** We have submitted our Financial Bid strictly as per terms and formats of the RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.
5. **Acceptance:** We hereby unconditionally and irrevocably agree and accept that the decision made by PFCCL and OPTCL in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
6. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to fulfilling our obligations as per the RFP.
7. **Familiarity with Relevant Indian Laws and Regulations:** We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Documents, in the event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in Section E and Section F of the RFP have been fully examined and considered while submitting the Bid.

8. **Contact Person :** Details of the authorised person representing our Bidding Consortium supported by the Power of Attorney prescribed in Annexure 6 of the RFP are furnished as under:

Name:

Designation:

Company:

Address:

Mobile:

Phone:

Fax:

Email:

9. We are submitting herewith the Technical Bid containing duly signed formats, both in electronic and physical forms, (duly attested) as desired by you in the RFP for your consideration.
10. We are also submitting herewith the Financial Bid in electronic form only, as per the terms and conditions in the RFP.
11. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from PFCCL/OPTCL.
12. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
13. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of six months from the Bid Submission Deadline.
14. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in the RFP.
15. We confirm that no order/ ruling has been passed by any Competent Court or Appropriate Commission against us or any of our Consortium Members or Associates in the preceding one (1) year from the Bid Submission Deadline for breach of any contract and that the Bid Security submitted by us or any of our Consortium Members has not been forfeited, either partly or wholly, in any bid process in the preceding one (1) year from the Bid Submission Deadline.

16.We confirm that we have not been blacklisted /barred by any Govt. Organization or Regulatory Agencies or Govt. undertaking.

Dated the *[Insert date of the month]* day of *[Insert month, year]* at *[Insert place]*.

Thanking you,

Yours Sincerely,

[Insert Signature here]

[Insert Name here]

[Insert Designation here]

4. Annexure 4: Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s....., M/s., and M/s.
for bidding for Tender No. [Tender Details] (the "RFP") dated [Date]

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this [date] day of [month], [year] between:

1. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 1," which expression shall include its successors, executors and permitted assigns);

2. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 2," which expression shall include its successors, executors and permitted assigns);

And . M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 3," which expression shall include its successors, executors and permitted assigns);

(in case of a foreign consortium member company the incorporation details of the company in its home country along with place of business in India needs to be submitted)

[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.]

for the purpose of submitting the Bid in response to the RFP No dated and in the event of selection as Selected Bidder to comply with the requirements as specified in the said RFP and ensure execution as may be required by PFCCL in terms of the work order placed on them in pursuance to the RfP.

Party 1, Party 2, and Party 3 are hereinafter collectively referred to as the "Parties" and individually as a "Party.

WHEREAS Clause 8 of Section F of the RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFP, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the RFP document.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by PFCCCL, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... *[Insert name of the Lead Member]*, shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of M/s., M/s., M/s., and M/s. *[the names of all the other Members of the Consortium to be filled in here]*.
2. The Lead Consortium Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the **Annexure 4: Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium.**
3. The Lead Consortium Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities. Each Consortium Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the RFP.
4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, then all Members of the Consortium and Parties shall be liable to meet the obligations as defined under this RFP.
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
7. It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Bidding Consortium.
8. It is hereby agreed that in case of selection of Bidding Consortium as the Project Implementing Consortium, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security and other commitments to PFCCCL as stipulated in the RFP. The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium Members.
9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by OPTCL.
10. The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid.
11. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.
12. It is clearly agreed that the Lead Consortium Member shall ensure performance indicated in the RFP and if one or more Consortium Members fail to perform its/their respective obligations, the same shall be deemed to be a default by all the Consortium Members.
13. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of OPTCL/PFCCCL.

14. This Consortium Agreement:

- a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
- b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
- c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of OPTCL/PFCCL.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through OPTCL, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

1. Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated

For M/s. (Party 1)

[Signature of Authorized Representative]

.....

[Name of the Authorized Representative]

[Designation of the Authorized Representative]

1.1. Witness 1

1.2. Witness 2

[Signature of Witness 1]

[Signature of Witness 1]

.....

.....

Name:

Name:

Designation:

Designation:

2. Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated

For M/s. (Party 2)

[Signature of Authorized Representative]

.....

[Name of the Authorized Representative]

[Designation of the Authorized Representative]

2.1. Witness 1

2.2. Witness 2

[Signature of Witness 1]

[Signature of Witness 1]

.....

.....

Name:

Name:

Designation:

Designation:

3. Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated

For M/s. (Party 3)

[Signature of Authorized Representative]

.....

[Name of the Authorized Representative]

[Designation of the Authorized Representative]

3.1. Witness 1

3.2. Witness 2

[Signature of Witness 1]

[Signature of Witness 1]

.....

.....

Name:

Name:

Designation:

Designation:

..

Role and Responsibility of each Member of the Consortium:

1. Roles and Responsibilities of the Party 1 (Lead Consortium Member):
2. Roles and Responsibilities of the Party 2
3. Roles and Responsibilities of the Party 3

5. Annexure 5. Format of Power of Attorney by Consortium Member in favor of Lead Consortium Member

[To be provided by each Consortium Member (other than the Lead Consortium Member) in favour of the Lead Consortium Member.]

WHEREAS PFCCCL has issued for Tender No. [Tender Details] (the “RFP”) dated [Date] for inviting Bids in respect of Appointment of Smart Grid Implementing Agency for Implementation of Smart Grid in Rourkela, OPTCL (the “Project”) on the terms contained in the RFP;

WHEREAS M/s....., M/s., M/s. and M/s. [Insert names of all Members of Consortium] the Members of the Consortium are desirous of submitting a Bid in response to the RFP, and if selected, undertaking the responsibility of implementing the Project as per the terms of the RFP;

WHEREAS all the Members of the Consortium have agreed under the Consortium Agreement dated (the “Consortium Agreement”), entered into between all the Members and submitted along with the Bid to appoint [Insert the name and address of the Lead Consortium Member] as Lead Consortium Member to represent all the Members of the Consortium for all matters regarding the RFP and the Bid;

AND WHEREAS pursuant to the terms of the RFP and the Consortium Agreement, we, the Members of the Consortium hereby designate M/s [Insert name of the Lead Member] as the Lead Consortium Member to represent us in all matters regarding the Bid and the RFP, in the manner stated below:-

Know all men by these presents, we [Insert name and address of the registered office of the Member 1], [Insert name and address of the registered office of the Member 2],....., [Insert name and address of the registered office of the Member n] do hereby constitute, appoint, nominate and authorize [Insert name and registered office address of the Lead Consortium Member], which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium’s Bid in response to the RFP issued by PFCCCL including signing and submission of the Bid and all documents related to the Bid as specified in the RFP, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which PFCCCL may require us to submit. The aforesaid attorney is further authorized for making representations to PFCCCL named in the RFP, and providing information / responses to PFCCCL, representing us and the Consortium in all matters before PFCCCL named in the RFP, and generally dealing with PFCCCL named in the RFP in all matters in connection with our Bid, till completion of the bidding process as well as implementation of the Project, if applicable, in accordance with the RFP.

We, as Members of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

We, as Members of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named[Insert the name of the executant Consortium Member] through the hand of Mr./ Ms./ Dr. duly authorized by the Board to issue such Power of Attorney dated this day of

Accepted

..... (Signature of Attorney)

[Insert Name, designation and address of the Attorney]

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

1. (Signature)

Name

Designation.....

2. (Signature)

Name

Designation.....

Notes

- a) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s).*
 - b) *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
 - c) *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution/power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*
-

6. Annexure 6. Format of Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country.]

Know all men by these presents, we*[Insert name and address of the registered office of the Lead Consortium Member of the Bidding Consortium]* do hereby constitute, appoint, nominate and authorize Mr./Ms. *[Insert name and residential address]*, who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to Tender No. [Tender Details] for Appointment of Smart Grid Implementing Agency for Implementation of Smart Grid in Rourkela, OPTCL Project (the "Project") issued by PFCCL, including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which PFCCL may require us to submit. The aforesaid attorney is further authorized for making representations to PFCCL, and providing information / responses to PFCCL, representing us in all matters before PFCCL, and generally dealing with PFCCL in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named *[Insert the name of the executant company]* through the hand of Mr./ Mrs. duly authorized by the Board to issue such Power of Attorney dated this day of

Accepted

..... (Signature of Attorney)

[Insert Name, designation and address of the Attorney]

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

1. (Signature)

Name

Designation.....

2. (Signature)

Name

Designation.....

Notes:

- a. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*

- b. *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*

- c. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*

7. Annexure 7: Format of Letter of Consent by Consortium Member reviewing each element of the Bid

[Separately on the letter head of each Member of the Consortium including that of Lead Member]

[Reference No.]

[Date]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

To:

Sh. Sanjay Nayak

Associate Vice President,

PFC Consulting Ltd.,

9th Floor (A Wing)

Statesman House, Connaught Place,

NewDelhi-110001

Sub: Bid for Appointment of Smart Grid Implementing Agency for Implementation of Smart Grid in Rourkela, OPTCL.

Ref: *[Tender Details]*

Dear Sir/ Madam,

We, *[Insert name of the undersigned Consortium Member/ Member of Consortium Lead by [Insert name of the Lead Consortium Member]* have read, examined and understood the RFP and RFP Documents for Appointment of Smart Grid Implementing Agency for Implementation of Smart Grid Project in Rourkela, Odisha.

We hereby confirm our concurrence with the RFP including the Consortium Agreement and the Bid submitted by *[Insert name of the Lead Consortium Member]*, in response to the RFP. We confirm that the Bid has been reviewed and each element of the Bid is agreed to including but not limited to the commitment and obligations of our Company.

The details of contact person are furnished as under:

Name :
Designation :
Name of the Company :
Address :
Phone Nos. :
Fax Nos. :
E-mail address :
Dated the day of of 20.....

Thanking you,

Yours faithfully,

.....

[Signature, Name, Designation of Authorized Signatory of Consortium Member and Company's Seal]

Business Address:

[Name and address of principal officer]

8. Annexure 8: Format of Summary of Audited Financial Statements

[On the Official Letterhead of the Chartered Accountant.]

[Reference No.]

[Date]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

To:

Sh. Sanjay Nayak

Associate Vice President,

PFC Consulting Ltd.,

9th Floor (A Wing)

Statesman House, Connaught Place,

New Delhi-110001

Sub: Audited Financial Statement for.....[Insert name of Consortium Member].

Ref: [Tender Details]

Dear Sir/ Madam,

This is to certify that.....[Insert name of Consortium Member] having its Registered Office at[Insert Registered Address of the Consortium Member] with PAN No.[Insert PAN No.] are in the business of.....[Insert briefly the nature of the business], have recorded the following turnovers and profits:

TURNOVER FOR LAST FIVE YEARS		
Sr.	Relevant Revenue Head	Turnover Amount (In Indian Rupees)
1.		
2.		
3.		
4.		
5.	Total	
(In Words)		

Net Profit FOR LAST FIVE YEARS		
Sr.		Net Profit Amount (In Indian Rupees)
1.		
2.		
3.		

4.		
5.		
(In Words)		

The above Turnovers and Net Profits are arrived from our Audit Reports for the LAST FIVE years duly submitted to the Income Tax Department along with our Audit Reports.

Hence, we certify from the records submitted to us. Thanking you,

Sincerely yours,

.....

[Insert Name of the Chartered Accountant]

[Insert address and contact information of the Chartered Accountant]

[Official seal of the Chartered Accountant]

Date: [Date]

Place: [Place]

9. Annexure 9: Record of Similar Work Done

S No	Name of Client Company	Date of PO/WO	Expected date of completion as per PO/WO	Actual Date of Completion as certified by Client	No. of Consumers catered to.	No. of nodes (incl. meters, DCUs, etc.)	PO/WO Value (In INR)	Confirm attachment of PO/ WO	Confirm attachment of satisfactory work completion certificate from Client
1.									
2.									
3.									
4.									
5.									

10. Annexure 10: Proforma For Bank Guarantee For Contract Performance

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

The non-judicial stamp paper should be in the name of issuing bank

Ref. No. Bank Guarantee No..... Date.....

To,

PFC Consulting Ltd.,

Urjanidhi,1-Barakhamba Lane, Connaught Place, NewDelhi– 110001

Dear Sirs,

In consideration of the PFC Consulting Limited (hereinafter referred to as the `Owner` which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) have awarded to M/s.....with its Registered/Head Office at.....(hereinafter referred to as the `Bidder by issue of Owner's Letter of Award Nodated.....and the same having been unequivocally accepted by the Contractor/ Bidder resulting into a contract valued atfor(Scope of Contract) and the Contract/Bidder having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to..... % (per cent) of the said value of the contract to the Owner.

We.....(name and address),having its Head Office at.....(herein after referred to as the `Bank`, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all moneys payable by the Contractor/Bidder to the extent ofas foreshaid at any time up to.....(days /month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/Bidder any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/Bidder or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be forceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in anyway the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/Bidder. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in the more of any right which they might have against the contractor/bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/Bidder any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

Notwithstanding anything contained here in above our liability under this guarantee is restricted toand it shall remain in force upto and including.....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/swhose behalf this guarantee has been given.

Note:

- ☐ This sum shall be ten percent (10% of the total Contract Price).
- ☐ The date shall be twenty four (24) months from the date of Letter of Award.
- ☐ The stamp paper of appropriate value shall in the name of Bank issuing the guarantee.

Dated this Day of..... 2019.....at

WITNESS: (Authorised Signatories of the Bank)

1.

.....

(Signature) (Signature)

.....

(Name) (Name)

.....

(Official address) (Designation with Bank Stamp)

.....

Attorney as per Power of Attorney No/Signature no.

Dated.....

2.

.....

(Signature)

.....

(Name)

.....

(Official address)

11. Annexure 11: Composition of Team And The Team Leader To Be Deployed

S.No.	Name	Member
1		Team Leader
2		Other Member
3		Other Member
4		Other Member
5		Other Member
6		Other Member
7		Other Member
8		Other Member
9		Other Member

Signature of Authorized Signatory

12. Annexure 12: Mandatory Technical Compliance Bidder

The Bidder should ensure the following Mandatory Technical Compliance during design and Engineering of AMI Systems and submit the duly signed document along with the bid:

S.No.	Solution Specifications
A.1	The solution shall be designed with Service Oriented Architecture. The solution shall be designed based on Component-based approach. It shall be highly granular and loosely coupled to ensure that the failure of one component does not cascade to others.
A.2	The solution shall be designed on web-based architecture.
A.3	The solution shall be horizontally and vertically scalable and also have virtualization capability.
A.4	The solution shall be designed with Open Industry Standards and not with Supplier's Proprietary protocol.
A.5	The directory services shall be based on commonly accepted application protocol like LDAP.
A.6	The proposed solution should be based on WS-* specifications (Web services specifications) & unified access framework compliant to W3C (World Wide Web Consortium) specifications.
A.7	The application shall provide the functionality to configure the parameters to define the Business rules with the application. These parameters shall not be hard-coded in the application.
A.8	The solution shall provide the functionality to configure the roles & responsibilities and grant role-based access to the users. Also, have the capability to integrate with various standard SSO (Single Sign-On) or IDM (Identity Management) applications.
A.9	The solution shall use an integration middleware layer so that all required external Systems shall be integrated on a continuous basis.
A.10	The solution shall provide the functionality to encrypt the data stored or transmitted data.
A.11	The solution shall provide the functionality to maintain the audit trail of all critical transactions.
A.12	The solution shall be able to interoperate with: <ul style="list-style-type: none"> ● standard RDBMS platforms like Oracle, MSSQL, MYSQL, DB2, Informix, Sybase or any other RDBMS conforming to ANSI/ISOSQL-200nstandards ● Operating systems like Windows, UNIX, and Solaris etc. ● web browsers like Internet explorer, Mozilla, Firefox, Opera etc.

S.No.	Solution Specifications
A.13	The solution shall be installed with the latest security updates provided by software Supplier.
A.14	The software version shall be supported by the software vendor for a minimum period of next five years.
Note:	No open source software or database or any other equipment shall be acceptable, only licensed software and database shall be used by the bidder for the project.
A1	Module: AMI

A1.1	The AMI Solution shall be capable of collecting and analysing data on a common data Structure/format from system/consumer meters of various makes and models. The solution shall be compatible with present Modbus compliant meters installed in utilities as well as future meters likely to be introduced in Indian market complying with MODBUS/DLMS/COSEM/IEC-62056/ANSIC-12.19/IEEEP-1377Standards.
A1.2	The regional hierarchy and network topology shall be specific to the Indian context and Flexible enough to account for different voltage levels in Indian sub-transmission and distribution networks e.g.66/33/22/11/ 0.4KV.

Full Name:

Date:

13. Annexure 13: The Proposed Methodology And Work Plan

[Reference No.]

[Date]

From:

[Bidder's Name]

Address of the Bidder]

[Telephone No., Fax No., Email]

To:

Sh. Sanjay Nayak

Associate Vice President,

PFC Consulting Ltd.,

9th Floor (A Wing)

Statesman House, Connaught Place,

New Delhi-110001

Dear Sir,

Where by enclose a brief write up on the proposed methodology to be adopted for **Appointment of Bidder for preparation of Detailed Project Report (DPR) for Smart Grid in Rourkela City in the State of Odisha.**

- a. Approach Methodology and Work Plan in responding to scope of work and deliverables
- b. Key Personnel and their Task Assignment for Completing the Assignment.

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

c) **Organization and Personnel.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You shall also specify if you will be the lead firm in a consortium or in an association with Sub-Consultants. For consortium, you must attach a copy of the agreement.

Authorized Signatory: FullName:

Address:

(Seal)

14. Annexure 14: Format for Deviation Sheet

[Reference No.]

[Date]

From:

[Bidder's Name]

Address of the Bidder]

[Telephone No., Fax No., Email]

To:

Sh. Sanjay Nayak

Associate Vice President,

PFC Consulting Ltd.,

9th Floor (A Wing)

Statesman House, Connaught Place,

New Delhi-110001

Sub: Non-Material Deviation

Ref: [Tender Details]

Dear Sir,

Please find below our proposed non-material deviation from the terms and conditions of the tender:

Sl. No.	Clause Reference No.	Provision as per the bidding document	Status as per technical specifications (alternative/ deviation or exception)	Detailed description of alternative/ deviation or exception	Reason for the change
Conditions of Contract, Vol.-I					
Technical Specifications, Vol.-II					

We hereby enclose the list of variation and deviations from the requirements of the Conditions of Contract (Vol.-I), Technical Specifications (Vol.-II) for the subject in the following format.

Thanking you,

Yours Sincerely,

[Insert Signature here]

[Insert Name here]

[Insert Designation here]

15. Annexure 15. Format of Manufacturer's Authorization of Supply and Support.

[On the letterhead of the Original Equipment Manufacturer]

[Reference No.]

[Date]

From:

[Bidder's Name]

Address of the Bidder]

[Telephone No., Fax No., Email]

To:

Sh. Sanjay Nayak

Associate Vice President,

PFC Consulting Ltd.,

9th Floor (A Wing)

Statesman House, Connaught Place,

NewDelhi-110001

Sub: Bid for Appointment of Smart Grid Implementing Agency for Implementation of Smart Grid in Rourkela.

Ref: Tender No. the "RFP").

Dear Sir,

We, *[Insert name of the Original Equipment Manufacturer]* who are the manufacturers of.....*[Insert name of the Equipment]* do hereby authorize*[Insert name of the Lead Consortium Member]*, who is the Lead Consortium Member to submit a Bid in relation to the RFP, the purpose of which is to provide our equipment/services as a part of the proposed Solution.

We hereby extend our full services, support, guarantee and warranty to..... *[Insert name of the Lead Consortium Member]*

The details of contact person with respect to this Bid are furnished as under:

Name :
Designation :
Name of the Company :
Address :
Phone Nos. :.....
Fax Nos. :.....
E-mail address :

Dated the..... Day of..... of20...

Thanking you, yours faithfully,

.....

[Signature, Name, Designation of Authorized Signatory of Consortium Member and Company's Seal]

Business Address:

[Name and address of principal officer]

16. Annexure 16: Use Cases for Demonstration of Interoperability Solutions

Note for Successful Bidder:

1. The demonstration test setup should include at least one item of each node of the vendor solution
2. The NIC/ Communication Module is assumed to be in place for both the meter as well as the DCU (PLC) / Access Point (RF Mesh)
3. All use cases shall be tested for each meter make

Sr.	Use Case	Activity	Source	Destination	Info Exchanged with visibility on dashboard
1.	Read Demand & Energy Data Automatically from Customer Premises	Requesting instantaneous, interval & events data from meters	MDM	HES	Meter no, reading date & time, reading params (KWh, KVAh, KW etc.)
		Acquire instantaneous, interval / events data from meters by HES which then reaches MDM system.	HES	MDM	Meter no, reading date & time, reading params (KWh, KVAh, KW etc.)
		At scheduled freq meter sends data to HES (thru DCU/ACP). Consumption details will be 15 min block data, and data could be incremental to what was sent by meter in preceding instance	Meter	HES	Meter no, reading date & time, KW, KVA, KWH, KVAH, PF
		At scheduled freq meter sends billing data to HES (thru DCU/ACP).	Meter	HES	Meter no, reading date & time, KW, KVA, KWH, KVAH, PF
2.	Meter disconnection/ reconnection	Meter Connect / Disconnect operation	MDM	HES	Meter no, group of meters, instruction to close switch
		Customer meter connection / disconnection	HES	Meter	Meter number, action (reconnect)
		Connection Status Update Request	MDM	HES	Meter no, group of meters, switch status
		Connection Status Update	HES	MDM	Meter no, group of meters, switch status
3.	OPTCL detects	Tamper events captured by meter sent to HES which in	HES	MDM	Meter no, tamper Code / description, tamper occurrence date & time

	tampering or theft at customer site	turn reaches MDM for further action.			
		Meter sending the high priority events to HES as and when occurred	Meter	HES	Meter no, event date & time, event Code /description
		Meter is sending the non-critical events data to HES as per scheduled frequency.	Meter	HES	Meter no, event date & time, event Code /description
		On detection of valid tamper event or malfunction, connection is disconnected.	MDM	HES	Customer no, meter no, action to be triggered(disconnect), action date & time
		HES sends disconnect command to meter (thru DCU/ACP)	HES	Meter	Meter no, action (disconnect)
4.	Missed interval readings	Once pre-programmed disconnecting tamper event becomes NORMAL meter performs auto re-connection and send notification to HES	Meter	HES	Meter number, action (connect)
		HES sends re-connect command to meter (thru DCU/ACP)	HES	Meter	Meter no, action (re-connect)
		Missed Interval and Reads Data (Gap Reconciliation)	HES	MDM	Meter no, readings with date & time
5.	Customer connection has an outage	On identifying missed interval, HES will re acquire data for the missing period from meter	HES	Meter	Meter no, from date & time, to date & time (for which data is missing)
		On receiving data request command from meter, meter will send data to HES	Meter	HES	Meter no, reading date & time, KW, KVA, KWH, KVAH
		Outage/restore event recorded by meter is sent to head-end as and when event occurs	Meter	HES	Meter no, event date & time, event (outage/restoration)

		Power Outage Notification (PON)	HES	MDM	Meter no, Outage Date & Time, Power on Off count
6.	Customer connection	Power Restoration Notification (PRN)	HES	MDM	Meter no, Restoration Date & Time, Power on Off count
	restore from outage	The outage/restore event recorded by meter is sent to HES as and when event occurs	Meter	HES	Meter number, event date and time, event (outage/restoration)
7.	Remote firmware upgrades/ meter configuration changes	Configuration Commands: Change tariff parameters, Synchronize clock, Registers reset (status, maximum, tampering)	MDM	HES -> Meter	Meter number, tariff parameters, registers status, event type and priority
8.	Load monitoring at demand side	When there is a load violation event recorded in the meter, the information is sent to the CC	Meter	HES	Meter no, max demand, date & time of load violation
9.	New meter installed at site	Energization (Trigger showing meter has energy flowing thru) Meter Read/ commissioning/sync Failures	MDM HES	HES MDM	Meter no, Energization date & time Meter no, date of last successful readings received, last logged date & time
10	Time synchronization	Sync up of meters / DCUs/ master data and Network Hierarchy in case of installation of new meters / DCUs	HES	MDM	Network identification info including DCUs
11	Metering network changes	Change in Meter / DCU Network Hierarchy	HES	MDM	Network identification info including data concentrators

17. Annexure 17: Project Implementation Schedule

The project implementation schedule for AMI system establishment and timelines for related services milestones from date of signing of contract are given below:

<The timelines defined in the table below are applicable for an installation size of 10 lakh Smart Meter, considering project includes 10 separate OPTCL divisions, each with base of up to 1 lakh consumers. For additional divisions included in the project, the work would be done in parallel and therefore there would be no additional changes in timeline. However, for every increment in consumer base of any particular division by 6000 consumers (above 1 lakh), a corresponding addition of 1 month shall be included in the above timelines>

S.No.	Milestone	Timeline (in months) from the date of signing of Contract
1	Delivery, site installation and commissioning of data center with related hardware, software and equipment after successful completion Field Installation and Integration Test (FIIT)	[5]
2	Delivery of smart meters along with related hardware, software and equipment at Project site after Factory Acceptance Test (FAT) ⁶ . Considering delivery, site installation and integration of 6 equal lots of 100%-Initial lot of 10% smart meters each with related hardware, software and equipment after successful completion Field Installation and Integration Test (FIIT) ⁷ of each lot.	[15]
3	Installation, commissioning and integration of all AMI Hardware, Software, field material in Project Area and Site Acceptance test (SAT) ⁸	[18]
4	Successful completion of the Guaranteed Performance Test (GPT) ⁹ of the AMI system.	[21]
5	Operational Acceptance and Handing Over ¹⁰	[22]
6	Warranty (Defect Liability) Period – 1 year	[34]
7	FMS Period – 8 Years	[106]

The OPTCL/PFCCL expects the timeline for successful installation, commissioning and integration of all AMI Hardware, Software, field material in Project Area and Site Acceptance test (SAT) shall not exceed timeline as described above from the date of signing of the Contract.

⁶ As defined in Volume II of this RFP

⁷ As defined in Volume II of this RFP

⁸ As defined in Volume II of this RFP

⁹ As defined in Volume II of this RFP

¹⁰ As defined in Volume II of this RFP

18. Annexure 18. Format for Signing of SLA:

The parties who have caused this Service Level Agreement to be executed by their respective authorized representatives shall sign this agreement.

OPTCL/PFCCL	SGIA
Signature	Signature
Name	Name
Designation	Designation
OPTCL	Company name with Address
Date	Date

19. Annexure 19. Guarantee Declaration

[Reference No.]

[Date]

From:

[Bidder's Name

Address of the Bidder]

[Telephone No., Fax No., Email]

To:

Sh. Sanjay Nayak

Associate Vice President,

PFC Consulting Ltd.,

9th Floor (A Wing)

Statesman House, Connaught Place,

NewDelhi-110001

[Address]

Dear Sir,

We conform that the equipment's offered shall have minimum performance specified in Technical Specification. We further guarantee the performance/efficiency of the equipment's in response to the Technical Specifications.

Dated the..... *[Insert date of the month]* day of..... *[Insert month, year]* at.....

[Insert place]. Thanking you,

Sincerely yours,

[Insert Signature here]

[Insert Name here]

[Insert Designation here]

20. Annexure 20. Bought-out & Sub-contracted Items

[Reference No.]

[Date]

From:

[Bidder's Name]

Address of the Bidder]

[Telephone No., Fax No., Email]

To:

Sh. Sanjay Nayak

Associate Vice President,

PFC Consulting Ltd.,

9th Floor (A Wing)

Statesman House, Connaught Place,

NewDelhi-110001

Dear Sir,

We hereby furnish the details of the items/sub-assemblies; we propose to buy for the purpose of furnishing and installation of the subject:

Sl. No.	Item Description	Quantity proposed	Details of the proposed sub-contractor/sub-vendor	
		To be bought/sub-contracted	Name	Nationality
1.				
2.				
3.				

Dated the..... [Insert date of the month] day of..... [Insert month, year]at.....

[Insert place]. Thanking you,

Sincerely yours,

[Insert Signature here]

[Insert Name here]

[Insert Designation here]

21. Annexure 21: Contract Agreement

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of2019, between:

PFC Consulting Limited (a wholly owned subsidiary of Power Finance Corporation Limited, a Government of India Company) incorporated under the Indian Companies Act 1956, having its registered office at first Floor, 'Urjanidhi, 1-Barakhamba Lane, Connaught Place New-Delhi-110001 hereinafter referred to as "Owner" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

AND

A Company incorporated under the Indian Companies Act, 1956, having its registered office athereinafter called the "Bidder" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

WHEREAS the Owner is in the process of "**Appointment of SGIA on behalf of OPTCL for implementation of Smart Grid in Rourkela city under OPTCL**" (hereinafter to be referred as Project)

AND WHEREAS the Bidder, have represented to the Owner, that they have the requisite experience, professional skills, adequate manpower and technical resources and personnel, to render the Services required by the Owner in a timely and efficient manner.

AND WHEREAS based on above representations of the Bidder, the Owner has agreed to appoint the Bidder to render services on the terms and conditions hereafter contained:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1.0 GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract, Appendices, Schedules and Exhibits shall have the following meanings:

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the Project.
- (b) "Contract" means this Contract together with all Appendices, Attachments, Exhibits and Schedules and including all modifications made in accordance with the provisions of Clause 12 hereof between the Owner and the Bidder.
- (c) "Bidder" means
Company and also includes any other bidders or Bidders as may be appointed by the Bidder herein with the written approval of the owner, for providing of the services to the Owner in execution of the Project.
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed or exchanged among the parties pursuant to this Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof;
- (f) "Personnel" means persons hired by the Bidder or by his Sub-bidder as employees, for the purposes of rendering services or any part thereof; Personnel includes:
 - (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;

- (ii) "Foreign Personnel" mean such persons who at the time of being so Hired had their domicile outside India
- (g) "Parties" means the Owner or the Bidder, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the Bidder has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Bidder has been made.
- (j) "Project" means "Appointment of SGIA on behalf of OPTCL for implementation of Smart Grid in Rourkela city under OPTCL".
- (k) "Services" means the works to be provided/performed by the Bidder and/or, the Bidders for completion of various tasks as described in Appendix A hereto;
- (l) "Starting Date" means the date referred to in Clause 3.hereof;
- (m)"Bidder" means any person/entity to whom the Bidders subcontracts for any part of the Services in accordance with the provisions of Clause5.5 hereinafter; and
- (n) "Third Party" means any person or entity other than the Owner, the Bidder or his Bidder.

2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:

- (a) The Bidder shall render/perform services at Delhi, Bhubaneswar and at the Project site at Rourkela, Odisha".
- (b) The Bidder also undertake stopper form/render services at other location or elsewhere as required for the execution of project or as specified by the Owner from time to time. The Owner shall not bear any extra expenses/cost if, any, incurred by the Bidder for providing services at other location.

3.0 COMMENCEMENT, COMPLETION, ANDTERMINATION OF CONTRACT

3.1 Commencement of Contract

This contract shall come into force from the date ("effective date") on which the Owner and the Bidder have signed the present contract.

3.2 Termination of Contract for Failure to Become Effective

- (a) If this Contract has not become effective within 15 days from effective date the Owner has the right to declare the same to be null and void, and in the event of such a declaration the Bidder shall not have any claim against the Owner.
- (b) In case the contract is rendered null and void on account to failure/in action on the part of the Bidder, the Bidder shall be liable to pay damages to the Owner.

3.3 Commencement of Services

The Bidders shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing

3.4 Expiration of Contract

Unless terminated earlier pursuant to Clause10 hereof, this Contract shall expire after the bidder has performed all his Services as per the terms and conditions envisaged in this

Contract and the Owner has issued a 'No claim Certificate' to the Bidder.

The Owner shall issue the "No claim certificate" after being satisfied that the Bidder has performed/rendered all the services to the satisfaction of the Owner, as per the contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Bidder has been made.

4.0 CONTRACT PERFORMANCE GUARANTEE

- 4.1** The Bidder within 15 days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Bank Guarantee as per Performa attached as Annexure 10: Proforma For Bank Guarantee For Contract Performance of bid document, from any Bank towards performance of the Contract. The guarantee amount shall be equal to Rs. 10 Cr. (ten crore) in accordance with the terms and conditions specified in the contract and in the Bid Documents.
- 4.2** The Contract Performance Guarantee is intended to secure the performance of the entire contract and shall not be construed as limiting the damages stipulated in other clauses in the Bid Documents.
- 4.3** The Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period.

5.0 OBLIGATION OF THE BIDDERS

5.1 Standard of performance

The Bidder shall perform the Services and carry out his obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods in execution of project. The Bidder shall always act, in respect of any matter relating to this Contractor to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Bidders/Bidders or Third Parties.

5.2 Compliance with Rules and Regulations

The Bidder agrees that it shall be responsible and liable to comply with and also undertakes to ensure and be responsible for compliance by the Bidders, agents of the Bidders and Bidders and Personnel, with all the rules and regulations of various concerned government authorities and departments for the services rendered under this agreement.

5.3 Conflict of Interest

The Bidder shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

5.4 Benefit from Commissions, Discounts etc.

Payment to the Bidder shall constitute the Bidder's only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Bidders, and agents of either of them similarly shall not receive any such additional benefits.

5.5 Bidders and Affiliates not to be otherwise interested in Project

The Bidder agrees that, during the term of this Contract, the Bidder, Bidder, Personnel and/ or any entity affiliated with the Bidder or Bidder shall not provide services resulting from or directly related to the Bidder's Services for the preparation or implementation of the project to any third party. In the event of breach of the aforesaid condition the Owner shall be entitled to disqualify such Bidder or the Bidder or any of their Personnel from providing services to the Owner and further claim damages for breach.

5.6 Prohibition of Conflicting Activities

The Bidder shall not engage and shall cause their Personnel as well as their Bidders and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

5.7 Insurance to be taken out by the Bidder

The Bidder shall take out and maintain, and shall cause its Bidders to take out and maintain, at their own cost, insurance against risks etc.

5.8 Liability of the Bidders

The Bidder and each of his Members (bidder personnel, Bidder, Bidder personnel) shall be jointly and severally liable to the Owner for the performance of the Services under this Contract and further for any loss suffered by the Owner as a result of a default of the Bidder or his members in such performance, subject to the following limitations:

- (a) The Bidder shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Bidders, its Bidders or the Personnel of either of them; and
- (b) The Bidder shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

5.9 Bidder Action Requiring Owner's Prior Approval

The Bidder shall obtain the Owner's prior approval in writing before taking any of the following actions:

- (a) Appointing personnel to carry out any part of the Services, including the terms and conditions of such appointment;
- (b) Entering into a subcontract with the Bidder for the performance of any part of the Services, it being understood:
 - (i) That the selection of the Bidder and the terms and conditions of the subcontract shall have been approved in writing by the Owner prior to the execution of the subcontract, and
 - (ii) That the Bidders shall remain fully liable for the performance of the Services by the Bidder and its Personnel pursuant to this Contract;

5.10 Reporting Obligations

The Bidder shall submit to the Owner the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix, including any supporting data required by the Owner.

5.11 Documents Prepared by the Bidders to Be the Property of the Owner

All plans, drawings, specifications, designs, reports and other documents prepared by the Bidders in performing the Services shall become and remain the property of the Owner, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such

documents to the Owner, together with a detailed inventory thereof.

6.0 BIDDERS' PERSONNEL

6.1 Agreed Personnel

The Bidder hereby agrees to engage the personnel and Bidders listed by title as well as by name in Appendix C in order to fulfil his contractual obligations under this contract.

6.2 General

The Bidders shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

6.3 Description of Personnel

- (a) The titles, job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Bidders' Personnel are described in **Appendix C**.
- (b) If required to comply with the provisions of **Clause 5.4** of this Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in **Appendix C** may be made by the Bidder by written notice to the Owner, provided:
 - (i) That such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger.
 - (ii) That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract. Any other such adjustments shall only be made with the Owner's written approval.
- (c) If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated periods of engagement of Personnel set forth in **Appendix C** may be increased by agreement in writing between the Owner and the Bidders, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract.

6.4 Removals and/or Replacement of Personnel

- (a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Bidders, it becomes necessary to replace any of the Personnel, the Bidders shall forth with provide as a replacement a person of equivalent or better qualifications.
- (b) If the Owner:
 - (i) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,Then the Bidders shall, at the Owner's written request specifying the grounds therefore, forth with provide as a replacement a person with qualifications and experience acceptable to the Owner.
- (c) The new personnel provided as a replacement shall be governed by the same the terms and conditions of employment as the replaced personnel.
- (d) The Bidders shall bear all additional travel and other costs arising out of or incidental to

any removal and/or replacement.

7.0 OBLIGATION OF THE OWNER PAYMENT

In consideration of the Services performed by the Bidders under this Contract,

The Owner shall make to the Bidders such payments and in such manner as is provided by **Clause 8** of this Contract.

8.0 PAYMENT TO THE BIDDERS

8.1 The Lump-sum cost of services payable in Indian Rupees is set for thin **Appendix E**. If due to any reason or decision of the Client/ Govt./ the Regulator, the Assignment is dropped and the Bidder is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Bidder and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.

8.2 Mode of Payment: Payments will be made by the Owner to the Bidder in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

8.3 The Bidder shall submit the bills in duplicate to OPTCL, to an executive authorized by OPTCL, indicating the stage achieved, out of the ones indicated above.

8.4 The Owner shall cause the payment of the Bidder as per the above given schedule of payment within sixty (60) days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the

Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Bidder or his members (Bidders) is not satisfactory and not in accordance with the work program/ schedule.

8.5 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Terms of Reference (**Appendix-A** and **Appendix- B**) and after the issuance of No Claim Certificate.

8.6 All payments under this Contract shall be made to the account of the Bidders with:

Account No : _____

Bank : _

9.0 SUSPENSION

The Owner may, by written notice of suspension to the Bidders, suspend all payments to the Bidder and invoke Performance Bank Guarantee here under:

(a) if the Bidder fails to perform any of its obligations under this Contract, including carrying out of the Services, provided, that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidders to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension

or

(b) If at any stage it is found that the Bidder has provided any wrong information/ false information/mis-represented the fact.

10.0 TERMINATION

10.1 By the Owner

The Owner may terminate this contract, by issuing a written notice not less than thirty (30) days, from the date of occurrence of any of the events as specified in sub clause (a) to (e) of this Clause.

The Owner may terminate this contract, by issuing a written notice not less than sixty (60) days, from the date of occurrence of the event as specified in sub clause (f) of this Clause.

- (a) If the Bidders fail to remedy a failure in the performance of their obligations here under, as specified in a notice of suspension pursuant to Clause 9 here in above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved inwriting;
- (b) If the Bidder fail to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 19** hereof;
- (c) If the Bidder submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Bidders know to be false;
- (d) If, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) If Bidder become Bankrupt and the company has been wound up through liquidation proceedings.
- (f) If the Owner, in its sole discretion and for any reason what so ever, decides to terminate this Contract.

10.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 10 hereof, or upon expiration of this Contract pursuant to Clause 3 hereof, all rights and obligations of the Parties here under shall cease, except

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause 16 hereof,
- (c) Any right which a Party may have under the Applicable Law.

10.3 Cessation of Services

Upon termination of this Contract by notice pursuant to Clauses 10 hereof, the Bidders shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

10.4 Payment upon Termination

Upon termination of this Contract pursuant to Clause-10 hereof, the Owner shall make the following payments to the Bidder:

- (a) Remuneration pursuant to **Clause 8** hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause 8 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) to (b) of **Clause 10.1**

hereof, reimbursement **of cost duly supported by the documentary evidence incident to the prompt and orderly termination of the Contract.**

11.0 FORCE MAJEURE

11.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event or circumstance or combination of events and circumstances, the occurrence of which is beyond the reasonable control of either party and which materially affects the performance by either Party of its obligations under this agreement, provided such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected party and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) It is however agreed that 'Force Majeure' shall neither mean or include:
 - (1) Any event caused by the negligence or intentional action of a Party or such Party's Bidders or agents or employees, nor
 - (2) any event which a diligent Party could reasonably have been expected take into account at the time of the execution of this Agreement and avoid or overcome in the carrying out of its obligations here under.
- (c) The Bidder shall not be paid/ reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

11.2 No Breach of Contract

Neither party shall be responsible or be liable for, or deemed to be in breach here of because of any failure or delay in complying with its obligations under or pursuant to this Agreement due to on or more events of Force Majeure or its effects or any combination thereof, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. However, it is agreed that in no event shall Force Majeure shall exclude any Party's obligation to pay monies under this Agreement.

11.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure or any combination of events shall take all reasonable measure store move such Party's inability to fulfil its obligations here under with a minimum of delay.
- (b) A Party affected by an event or any combination of events of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

11.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to

perform such action as a result of Force Majeure.

11.5 Consultation

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

12.0 AMENDMENT/ MODIFICATION

This Agreement may not be altered, modified, revoked or cancelled in any way unless such alteration, modification or cancellation is in writing and duly signed by or on behalf of the parties which shall not be effective until the consent of the parties has been obtained. However, it is agreed between the parties that each Party shall give due consideration to any proposals form modification made by the other Party.

13.0 AMICABLE SETTLEMENT

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be resolved as per the Indian Arbitration Act,1996 as amended from time to time.

14.0 FAIRNESS AND GOOD FAITH

14.1 Good Faith

The Parties here under undertake to act in good faith with respect to their performance, obligations and rights under this Agreement and further undertake, during the tenure of this Agreement, to take all reasonable measures, to ensure the achievement/ realization of the objectives of this Agreement.

14.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties here by agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause 18 hereof.

15.0 TAXES AND DUTIES/ CHANGE IN LAW.

It is hereby agreed between the parties that the Bidder and its personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Owner shall deduct the taxes, duties and levy what so ever as may be lawfully imposed.

16.0 CONFIDENTIALITY

The Bidder, their Bidders and the Personnel of either of the shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or

Confidential Information relating to the Project, Services, under this Contract or any information pertaining to the Owner's business or operations without the prior written consent of the Owner.

17.0 LAW GOVERNING CONTRACT

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by Indian Laws or any statutory modifications thereof, and shall be subject to the exclusive jurisdiction of the Courts of **Delhi/Cuttack** in any matter arising under this Agreement and or in matters pertaining to the conduct of arbitration, enforcement of the award or obtaining of interim relief(s) etc.

18.0 SETTLEMENTS OF DISPUTES/ ARBITRATION.

18.1 The parties shall endeavour to resolve amicably, in the first instance, all disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement, or for breach thereof.

18.2 In the event, the parties are unable to resolve such dispute/ difference amicably within **ninety (90)** days after the same has arisen then the dispute shall be referred to arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and such arbitration shall be conducted in accordance with the rules of ICA. The place of arbitration shall be New Delhi or any other place mutually agreeable by the parties and the language of arbitration shall be English

The Arbitration shall be conducted by panel of 3 Arbitrators, one to be appointed by each party and third Arbitrator to be appointed by two Arbitrators as the Chairman of the Tribunal.

The Parties agree that the arbitrator's decision shall be final and conclusive. The costs of arbitration (including without limitation, those incurred in the appointment of the arbitrators) shall be borne equally by the Parties here to; however, each Party shall pay its respective legal charges. The Award shall be final and binding and non- appeal able. Judgment on the award may be entered and enforced in any court of competent jurisdiction. By execution and delivery of this Agreement, each Party agrees and consents to the jurisdiction of the afore said arbitration panel and solely for the purpose of enforcement of an arbitral award, as referred to herein above, in any court of competent jurisdiction for itself and in respect of its property and waives in respect of both itself and its property, any defence it may have to or based on sovereign immunity, jurisdiction, improper venue or inconvenient forum.

19.0 GENERAL PROVISIONS

19.1 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

19.2 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

19.3 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party

to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the following address:

1. For the Owner: **PFC Consulting Limited.**

(A Subsidiary of Power Finance Corp. Ltd.)

First Floor, 'Urjanidhi', 1, Barakhamba Lane,

New Delhi-110001

Attention : Mr. Sanjay Nayak

Facsimile : 011-23443804,

2. For Bidders:

Attention: Facsimile:

Email :

19.4 Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of facsimiles, forty-eight (48) hours following transmission. confirmed

19.5 A Party may change its address for notice here under by giving the other Party notice of such change pursuant to this Clause.

19.6 Authority of Bidder in Charge

The Bidder here by authorize: Mr./Ms. to act on their

behalf in exercising all the Bidders' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

19.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

(a) On behalf of the Owner by Or his designated representative;

(b) On behalf of the Bidders Or his designated

representative.

19.8 Waiver of Right

The failure of either party to enforce at any time or for any period of time, the provisions here of shall not be construed to be waiver of any provision or of any right and shall not preclude such party from subsequently enforcing such provisions or right.

19.9 Severability Clause

If any provision of this Agreement shall be determined to be avoid or unenforceable, such provision shall be amended or deleted in so far as is reasonably consistent with the provisions of this Agreement and to the extent necessary to conform to applicable law and the remaining provision of this Agreement shall remain valid and enforceable in accordance with their terms.

19.10 This Agreement may be executed in any number of counter parts which together shall constitute a single agreement.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF

[OWNER]

By:

Authorized Representative

FOR ANDON BEHALF OF

[BIDDERS]

By:

Authorized Representative

LIST OF APPENDICES

DUTIES OF THE BIDDERS Description of the Services

- A - Detailed descriptions of the Services to be provided as per scope of work and deliverables indicated in Bid invitation Letter of Bid Document, letter of the bidding; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc.

Reporting requirements

- B - Format, frequency and contents of reports; persons to receive them; dates of submission; etc.

Bidders' Personnel

- C - Titles and names, [if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work in India, and man-months for each.

Duties of the Owner

- D -Services, facilities and property to be made available to the Bidders by the Owner.

Cost of services

- E - Cost of services

22. Annexure 22: Undertaking

[Reference No.]

[Date]

From:

[Bidder's Name]

Address of the Bidder]

[Telephone No., Fax No., Email]

To:

Sh. Sanjay Nayak

Associate Vice President,

PFC Consulting Ltd.,

9th Floor (A Wing)

Statesman House, Connaught Place,

NewDelhi-110001

Dear Sir,

With reference to your RFP document dated,

1. I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the information provided in the Bid and the documents accompanying the Bid for selection of SGIA for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as SGIA for the [supply, installation, commissioning, operation and maintenance] of the aforesaid Project.
4. I/ We shall make available to PFCCCL any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of PFCCCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by PFCCCL; and
 - b. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposals issued by or any agreement entered into with PFCCCL or any other public sector enterprise or any government, Central or State; and

- c. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - d. the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
 9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.
 12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 14. I/We undertake that we shall invest 70% of the project cost as mentioned in this RfP and shall abide by the contractual obligations of the project.
 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate PFCCCL of the same immediately.
 16. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of engagement from the date of commercial operation of the Project.
 17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform PFCCCL forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Concession Agreement.
19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by PFCCCL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/ We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by PFCCCL or in respect of any matter arising out of or relating to the Bidding Process including the award of work.
22. I/ We offer a Bid Security of Rs..... (Rupees only) to PFCCCL in accordance with the RFP Document.
23. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
24. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
25. The [Premium / Grant] has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Contract Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
27. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the project and Contract Agreement till occurrence of Financial Close in accordance with the Contract Agreement.
28. I/ We shall keep this offer valid for 180 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

23. Annexure 23: Document Checklist

Sr.No.	Document	Attached? (Yes/ No)	For Official Use
1.	Bid Security in the form of Demand Draft or Bank Guarantee as per format prescribed in Annexure 1: Covering Letter		
2.	Covering Letter for Submission of Bid by Lead Consortium Member as per format prescribed in Annexure 3: Format of Covering Letter by Lead Consortium Member for Submission of Bid (required in addition to Annexure 1, in case of Consortium bidder).		
3.	Attested copy of Certificate of Registration /Incorporation issued by the Registrar of Companies for each Consortium Member		
4.	Attested Copy of the Goods and Services Tax(GST) Registration Certificate of the Lead Consortium Member.		
5.	Attested copy of Provident Fund Code of Lead Consortium Member.		
6.	Attested copy of PAN Card for Lead Consortium Member.		
7.	Certificate of Commencement of Business issued by the Registrar of Companies for Lead Consortium Member.		
8.	Undertaking for investment in the project as per project funding mentioned in the RfP.		
9.	<p>In case the Bidder being Indian Company is having collaboration with the Company incorporated outside India (Foreign Company), the Bidder shall in respect of such collaboration submit duly certified/authenticated copies of the following documents:</p> <ul style="list-style-type: none"> ● Certificate of Incorporation / Registration Certificate issued by the competent authority under the law in force in the country of its incorporation; ● Memorandum and Articles of Association or document constituting the company and regulating its affairs; ● List of board of directors or regulating/controlling body; ● Address of its place of business in India, if any; ● Audited annual financial statements and financial Net-worth for the last three years only of foreign entity; ● Complete copy of agreement entered into by the Indian company with the foreign company together with gist of major terms, validity period, demarcation of scope of work, role and responsibilities of each party to the agreement, technical, financial and management aspects of the agreement; <p>Commitment of the foreign company to continue Partnering with agreement and to discharge its role / functions under the</p>		

Sr.No.	Document	Attached? (Yes/ No)	For Official Use
	agreement till the completion of AMI project including the FMS period, if assigned by OPTCL/PFCCCL		
10.	Consortium Agreement Format entered amongst all Members of the Bidding Consortium as per format prescribed in Annexure 4: Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium		
11.	Power of Attorney by each Consortium Member in favor of Lead Consortium Member as per format prescribed in Annexure 5. Format of Power of Attorney by Consortium Member in favor of Lead Consortium Member		
12.	Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium as per the format prescribed in Annexure 6. Format of Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium .		
13.	Letter of Consent by each Consortium Member reviewing each element of the Bid as per format prescribed in Annexure 7: Format of Letter of Consent by Consortium Member reviewing each element of the Bid.		
14.	Company Profile document with evidence of fields of competence and office location for each Consortium Member.		
15.	<p>For Meter Manufacturing Technical Experience (Refer Clause Experience as a Meter Manufacturer under Section D): References along with requisite contract/ PO/ WO. The references should indicate client name, scope of work, project start date and date of completion in all respect.</p> <ul style="list-style-type: none"> ● A valid registration certificate of manufacturing unit and details of the facility. 		
16.	<p>For Communications Network Experience (Refer IT & Communication Service Provider Experience under Section D): Certificate of Incorporation and Registration certificate along with Memorandum & Articles of Association. Copy of valid Licenses (In case of RF, Valid certificate issued by Wireless Planning & Coordination (WPC) Wing of the Ministry of Communications, GOI)</p> <ul style="list-style-type: none"> ● References along with requisite contract/ PO/ WO. The references should indicate client name, scope of work, project start date and date of completion of installation. ● Certificate from the client on successful implementation of the project ● Signed agreements/ MoUs for integration of NIC module or Certificate of successful integration. 		

Sr.No.	Document	Attached? (Yes/ No)	For Official Use
17.	<p>For System Integration Experience (Refer Experience as System Integrator under Section D):</p> <ul style="list-style-type: none"> References along with requisite contract/ PO/ WO. The references should indicate client name, scope of work, project start date and date of completion of installation. Certificate from the client on successful implementation and operation of the project. 		
18.	<p>For Financial Strength (Refer Financial Qualification Criteria under Section D):</p> <p>Audited Annual financial statements, Balance Sheet and P&L Account of all Consortium Members for the respective financial years.</p>		
19.	<p>Record of similar work done by each Consortium Member along with copy of Letter of Award or Work Orders showing the activities carried out with necessary quantities along with contract value and Certificate of Satisfactory Completion from each client per formats prescribed in Annexure 9</p>		
20.	<p>For Quality Certification (Refer Pre-Qualification Criteria under Section D):</p> <p>A valid ISO/ CMMi certificate on or before the date of publication of the tender for all the Consortium members.</p>		
21.	<p>Curriculum Vitae of all personnel</p>		
22.	<p>Project Plan as mentioned in Clause 16.11 Pg. 32.</p>		
23.	<p>Bill of Quantities</p>		
24.	<p>Copy of Volume-I and Volume-II of this RFP with sign and official seal on every page.</p>		

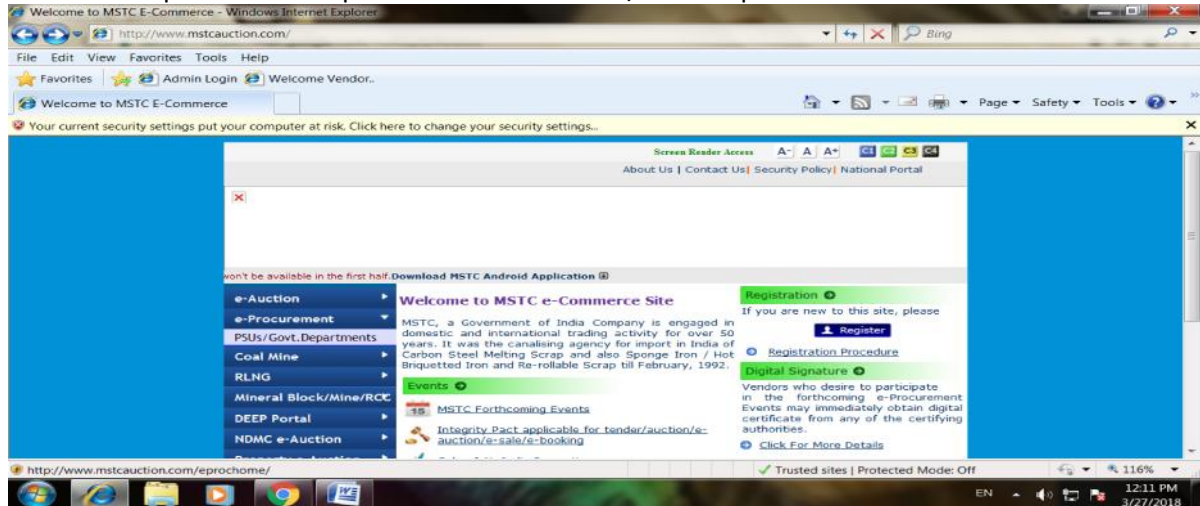
H. e-Tendering Methodology & Registration process of e- bidding portal:

Bidder's guide for Submitting Bid on MSTC's E-Procurement Portal

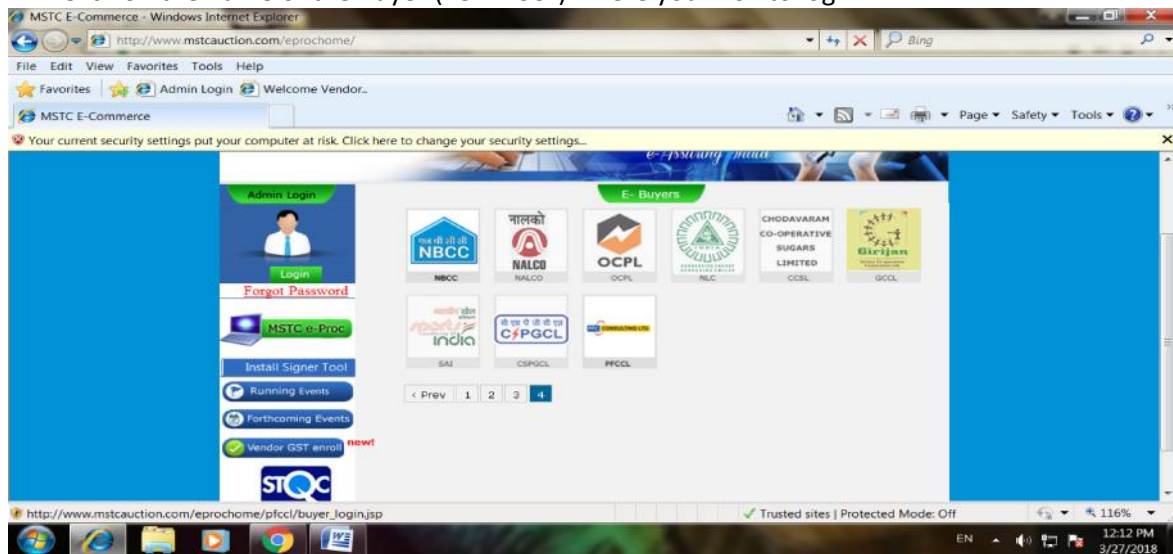
The following section is meant only to provide guidance to bidders about the e-procurement Portal of MSTC. These guidelines are subject to change from time to time depending on the development of the portal.

Bidders have to visit the website <https://www.mstcecommerce.com>. The steps to be followed are as follows:

1. Select e-procurement option then click on PSUs/Govt. department.



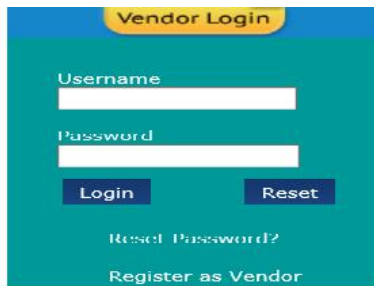
2. Click on the name of the Buyer (i.e. PFCL) where you wish to login.



3. The following screen shall appear:



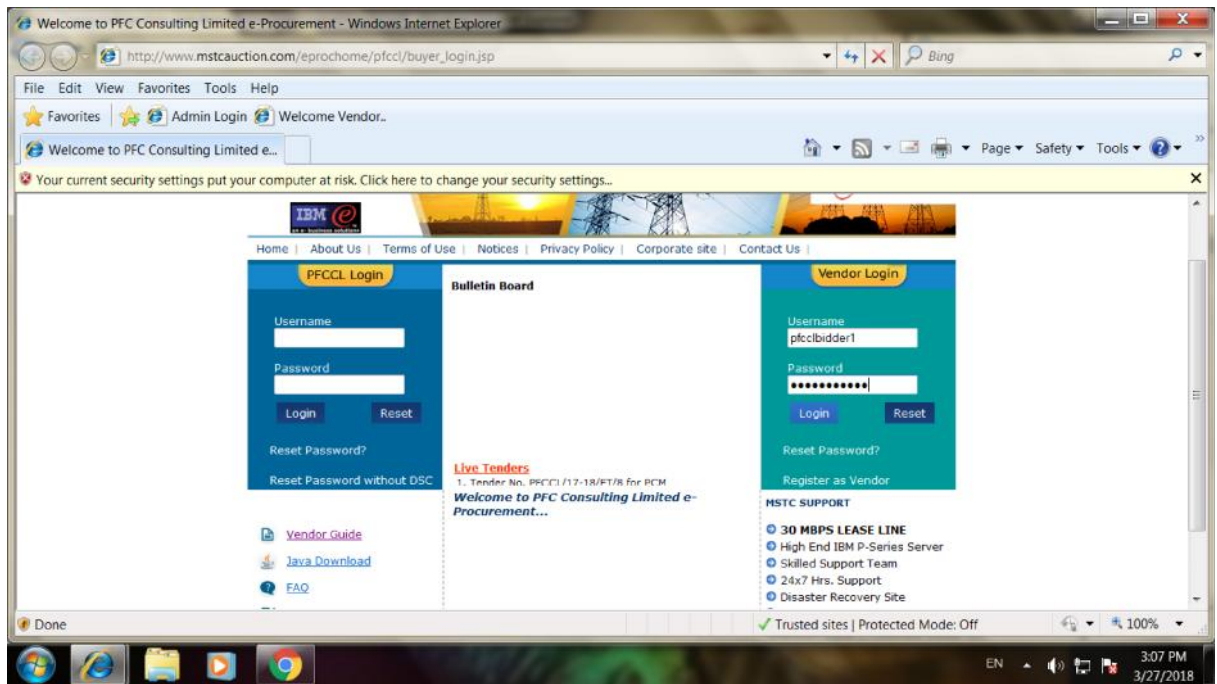
- On the right side of the page click on Register as a Vendor:



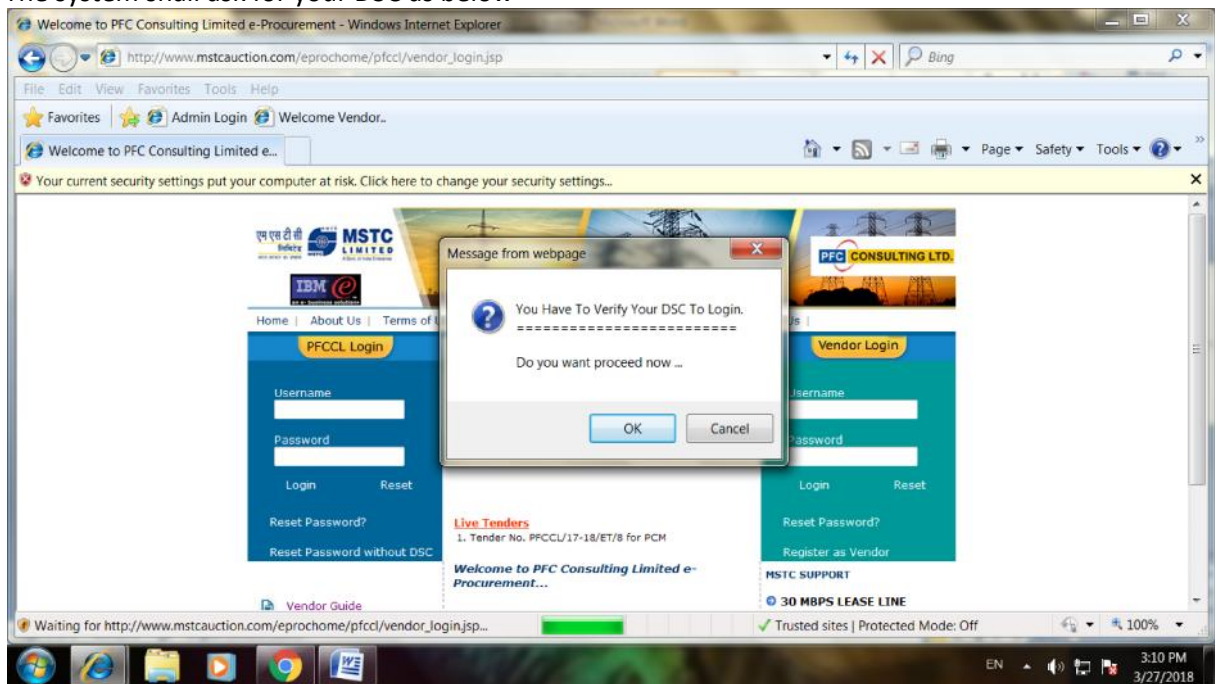
- Fill the form that appears to create username and password.

MSTC Limited	
e Procurement -> Vendor -> New Registration	
Personal Information ** mandatory fields	
Company Name *	<input type="text"/>
Contact Person *	<input type="text"/>
Company Type *	---Select Company type---
User Preferences	
Choose a Username *	<input type="text"/> Click here to check availability of your User Id
Choose a Password *	<input type="password"/> (Your Password is Case Sensitive.)
Re-type Password *	<input type="password"/>
Your Contact Details	
Email Id *	<input type="text"/>
Mobile Phone No. *	<input type="text"/> (Please provide mobile no. to serve you better)
Day Phone *	<input type="text"/>
Fax No.	<input type="text"/>
Your Contact Address	
Street *	<input type="text"/>
City *	<input type="text"/>
Pin *	<input type="text"/>
District *	<input type="text"/>
Country *	India <input type="checkbox"/> Other <input type="checkbox"/> <input type="text"/> (add if enabled)
State *	<input type="text"/> Select State <input type="button" value="v"/>

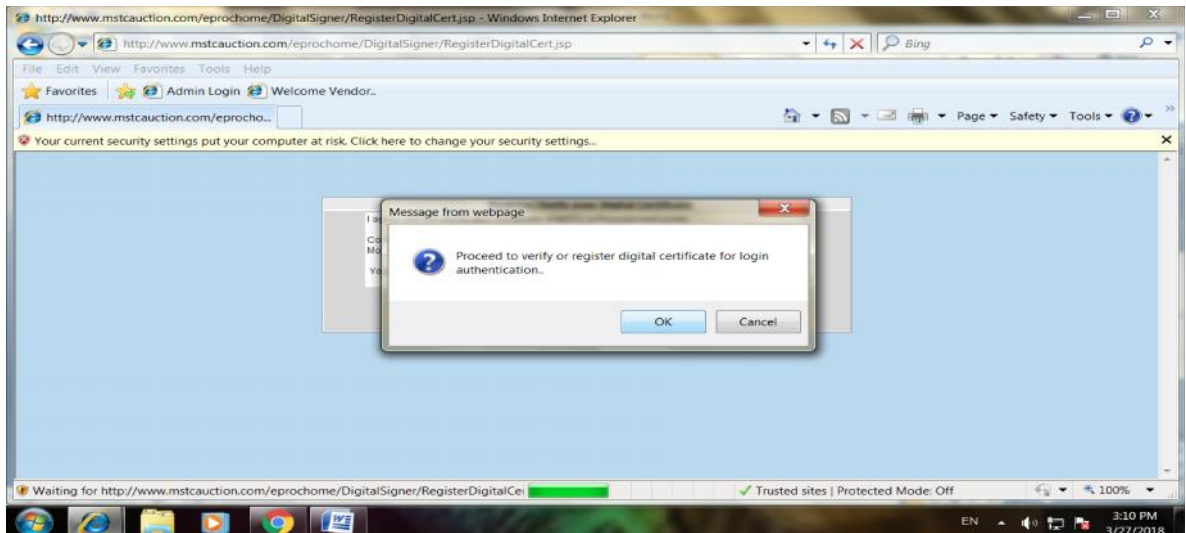
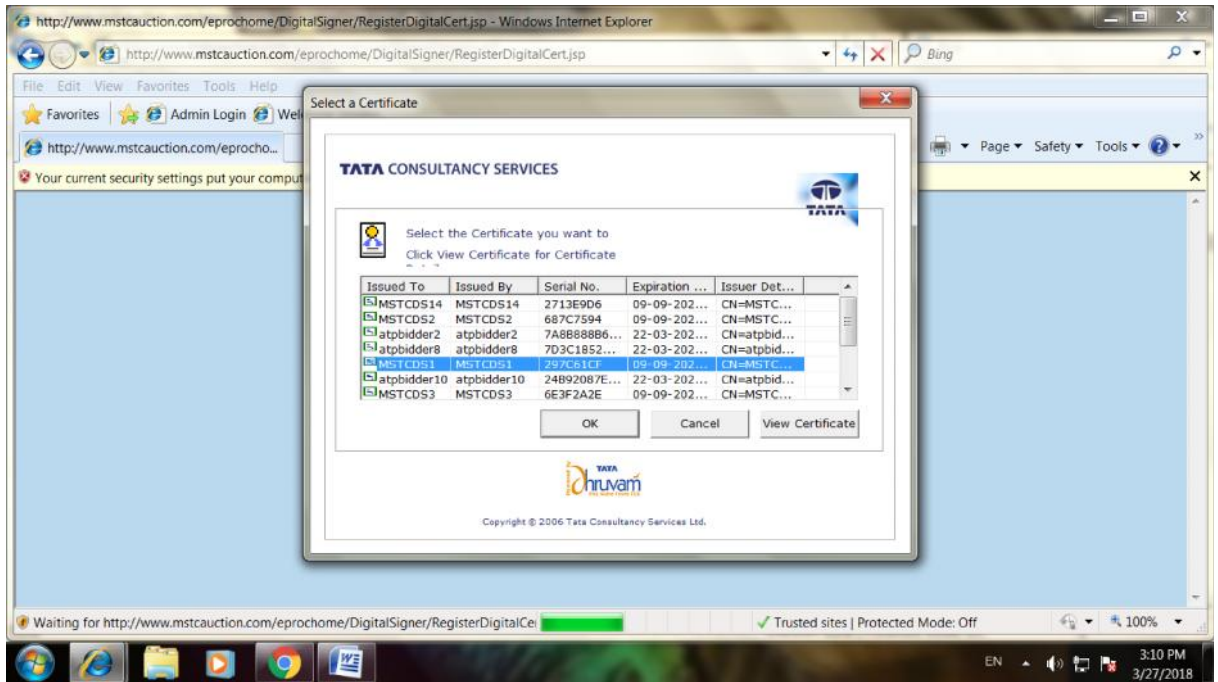
- Once the registration is done, login with your user name and password:



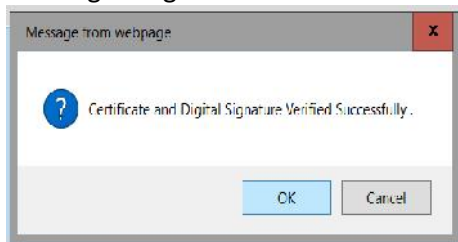
7. The system shall ask for your DSC as below



8. Click on OK and select your DSC for authentication. When you are logging into the system for the first time, system shall verify the name of the person to whom the DSC has been issued and the name of the contact person provided during registration for the user id being used for logging in. If the two names match, system will map the user id with the DSC without any prompt. If the two names don't match, system will give an alert stating that the two names are different and will ask you to confirm that the DSC being used is the correct DSC for the user id. If you proceed with the DSC, system will automatically change the contact person's name to match with the DSC Issued to name and will map the DSC with the user id for future use. For all subsequent logins, system will check if the correct pair of user id and DSC are being used or not and will allow login only if the correct pair of DSC and user id are used. Else, system will prevent you from logging into the system.



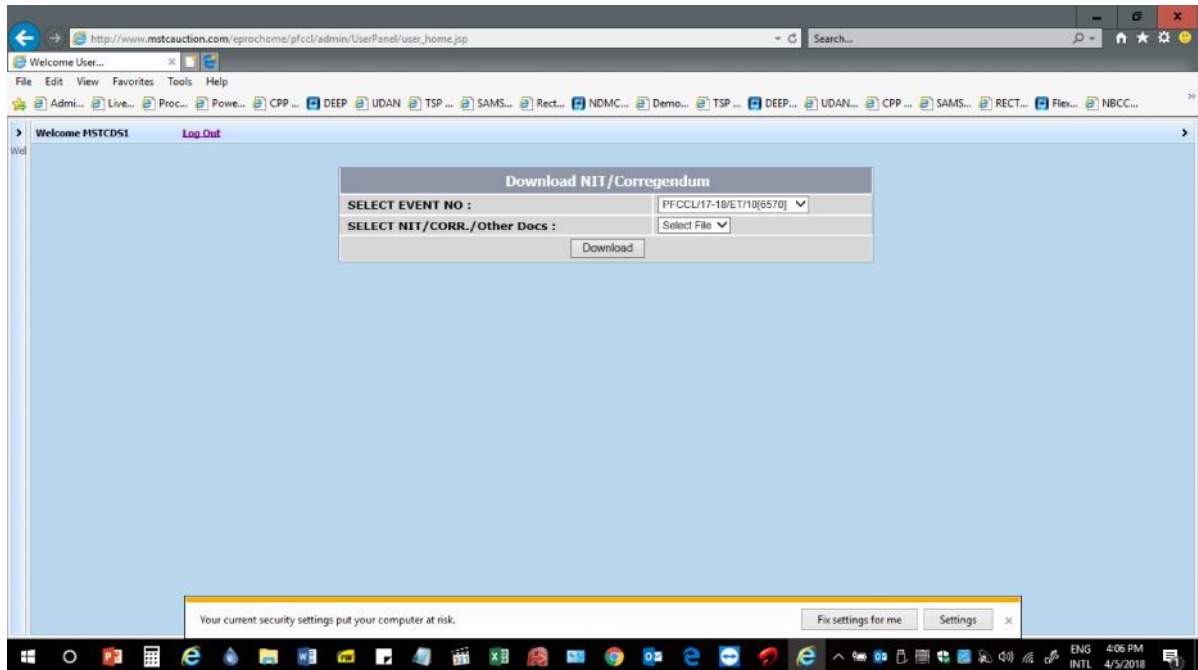
9. Your digital signature will be verified



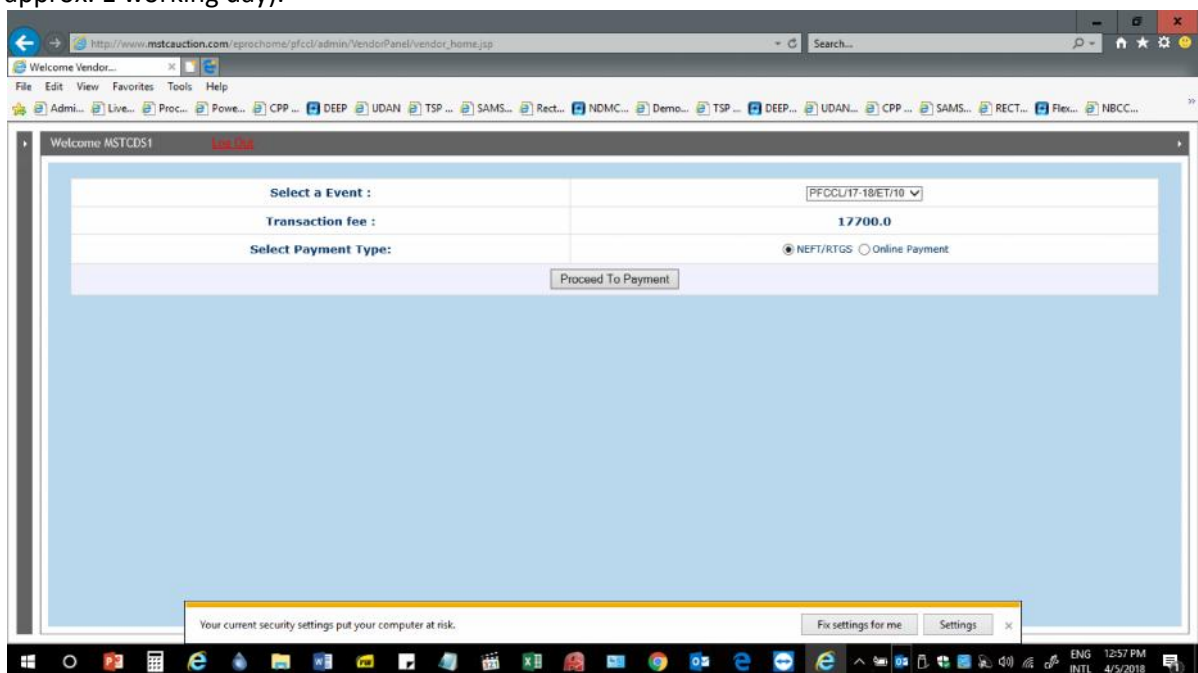
10. Once login is complete, a bidder can access My Menu through the left side of the page:



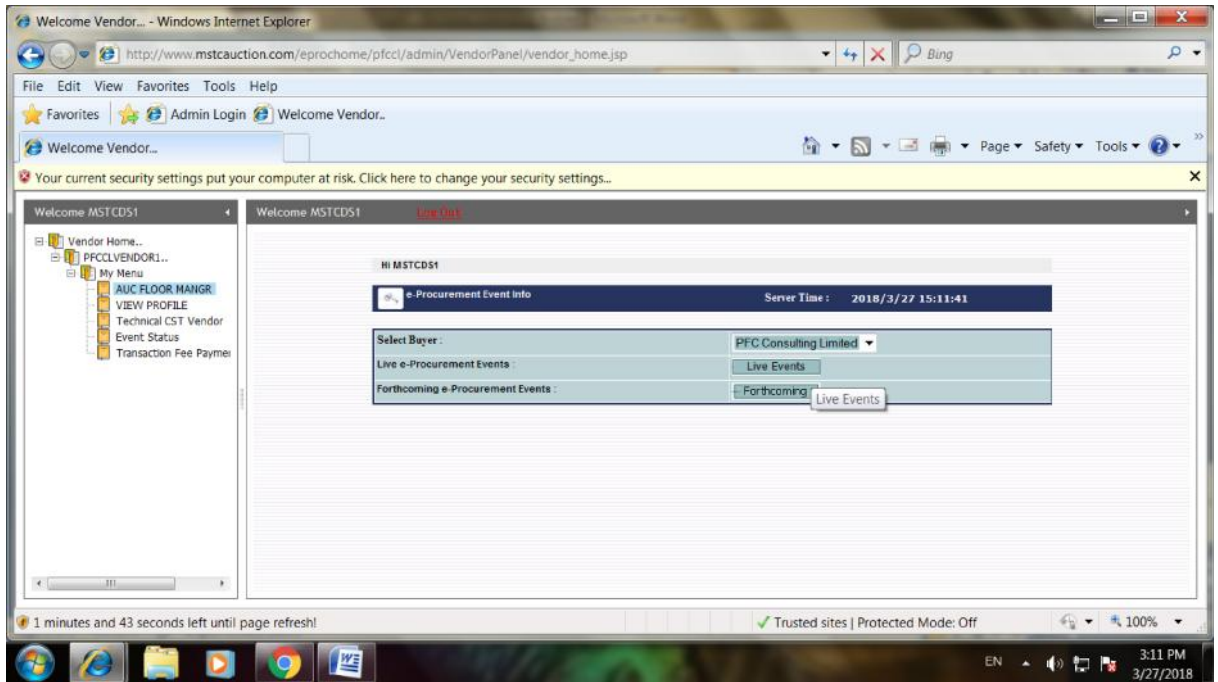
11. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendum. Select Event number and click on download to download the files:



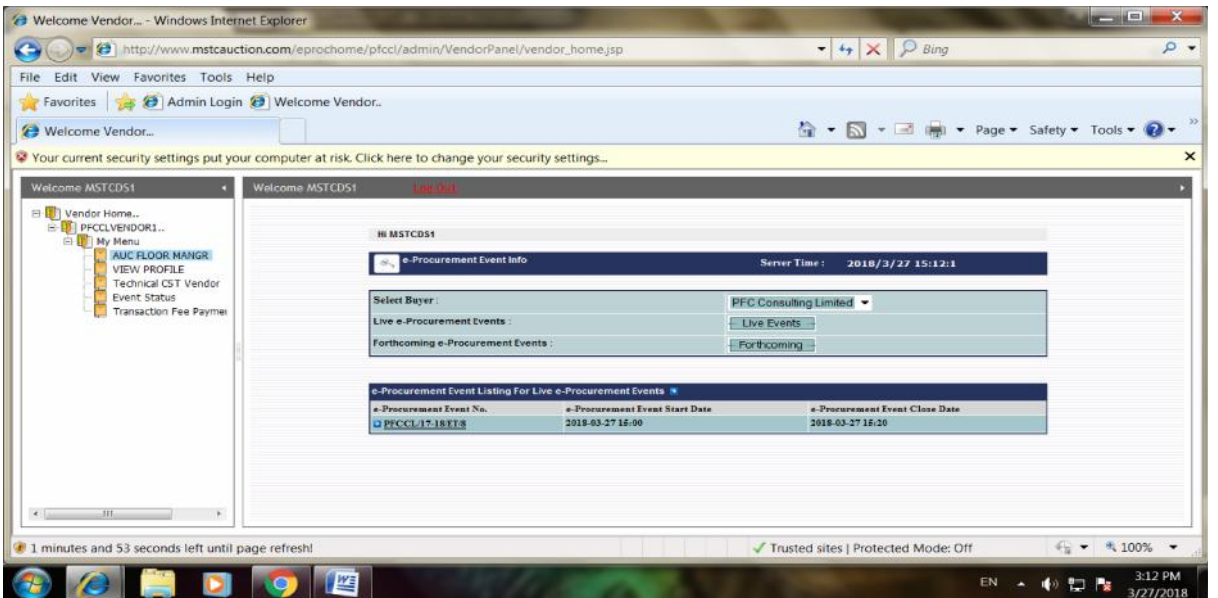
12. After going through NIT, a bidder will be required to submit the transaction fee of MSTC before submitting the bid. To submit transaction fee click on transaction fee payment and select tender number. The transaction fee amount will be input by the system automatically. A bidder can deposit the transaction fee through Debit Card/Credit card/Net Banking by selecting the online payment option or through NETF/RTGS. Payment through online mode is authorized immediately while through NEFT/RTGS is authorized by the system upon receipt of payment (this can take approx. 1 working day).



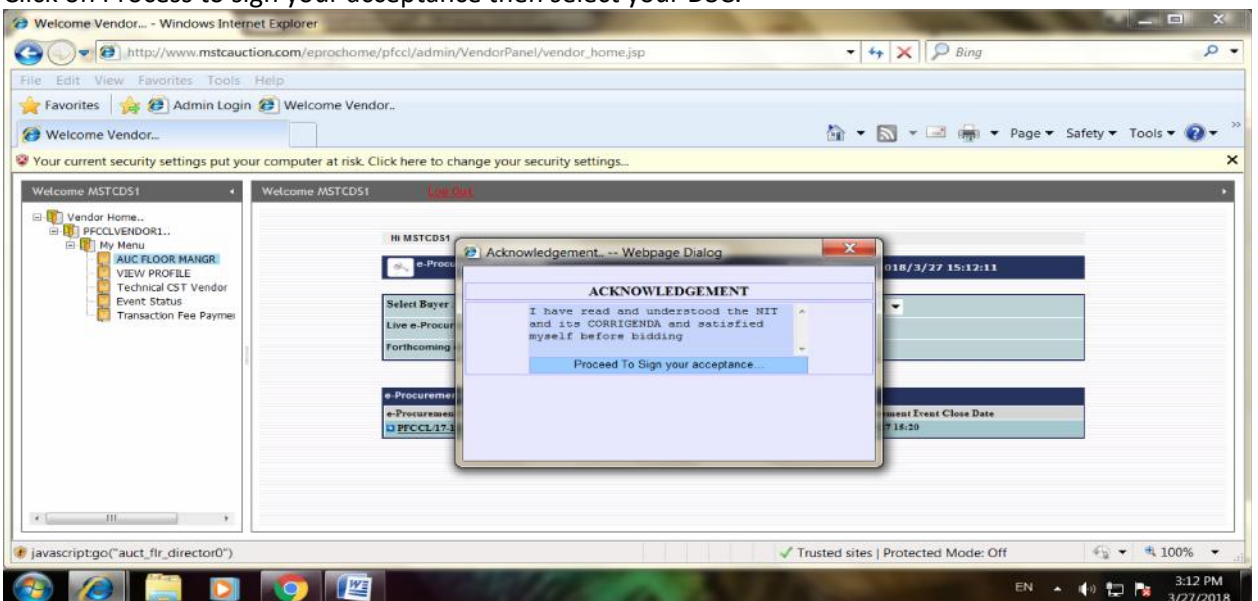
13. After the transaction fee is paid a bidder can proceed to Auc-Floor Manager through the left side My menu. In Auc floor manager click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

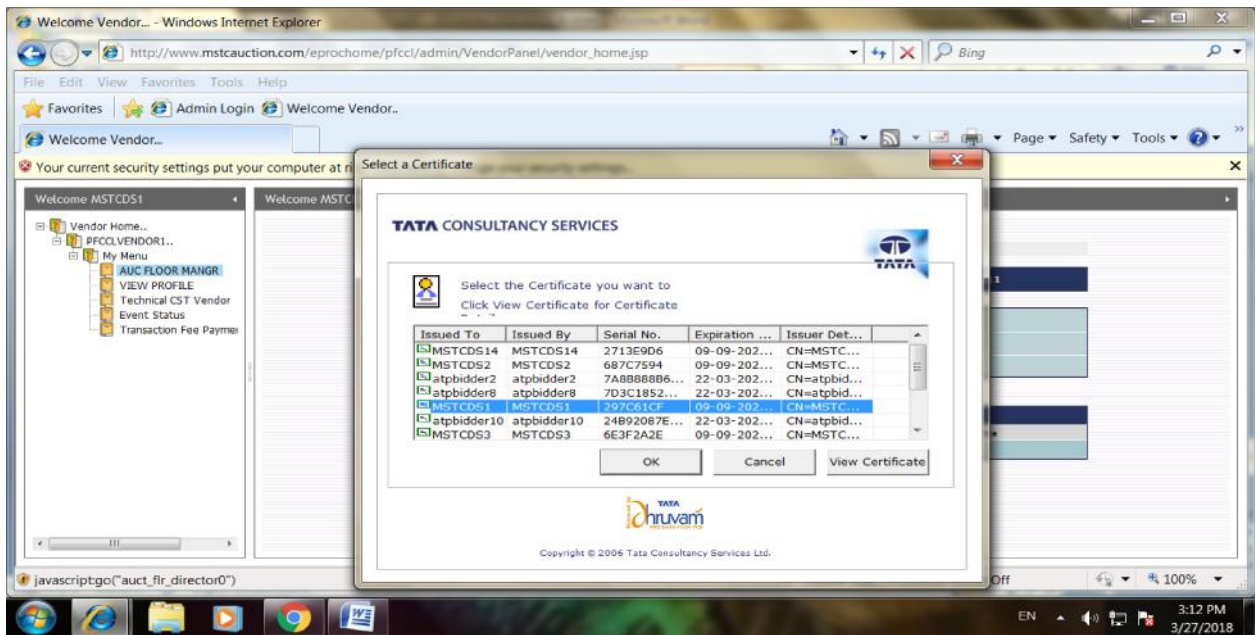


14. Select the events on which want to bid.

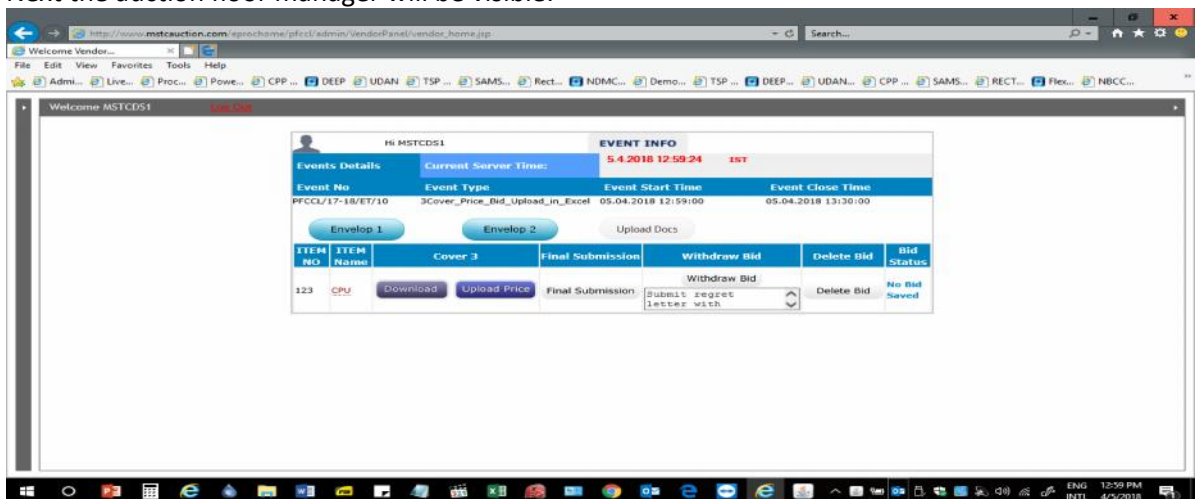


15. Click on Process to sign your acceptance then select your DSC.

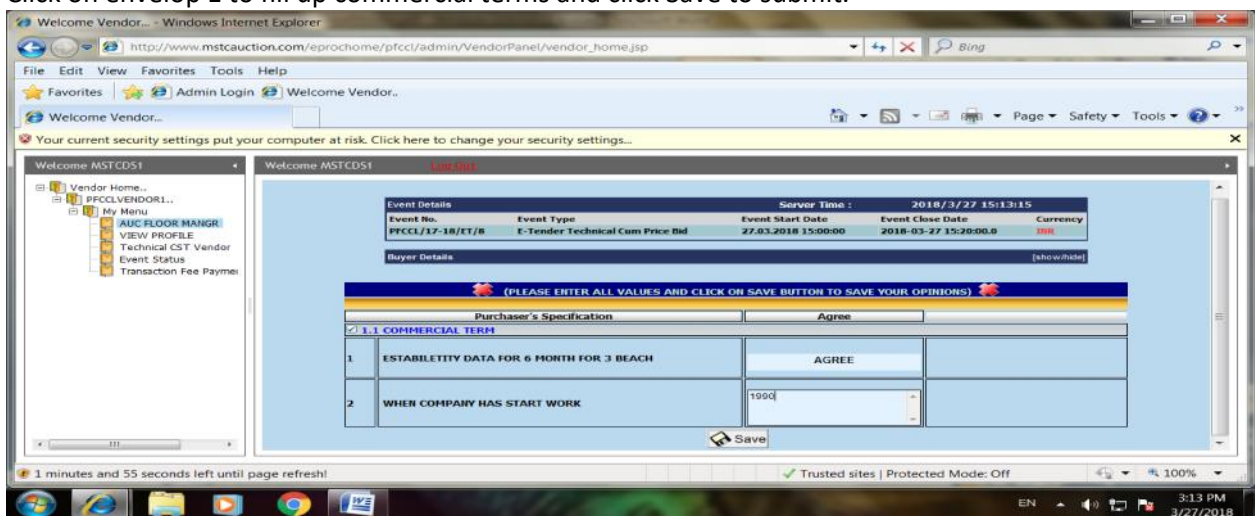




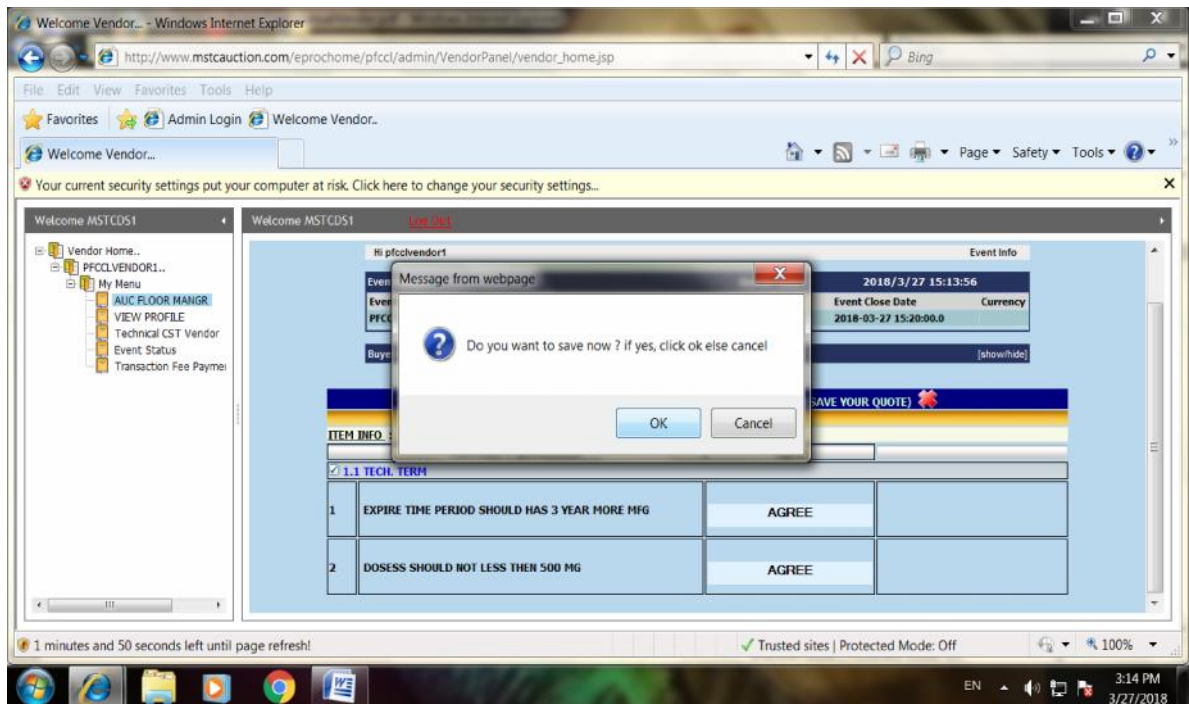
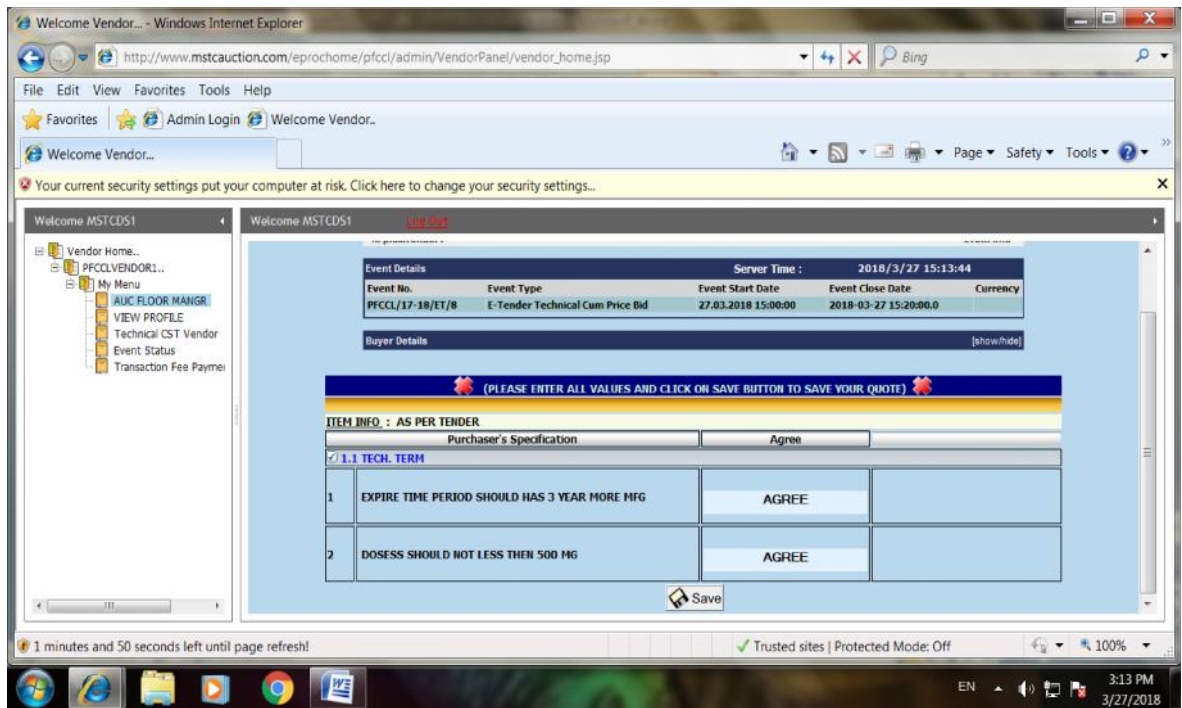
16. Next the auction floor manager will be visible:



17. Click on envelop 1 to fill up commercial terms and click Save to submit.



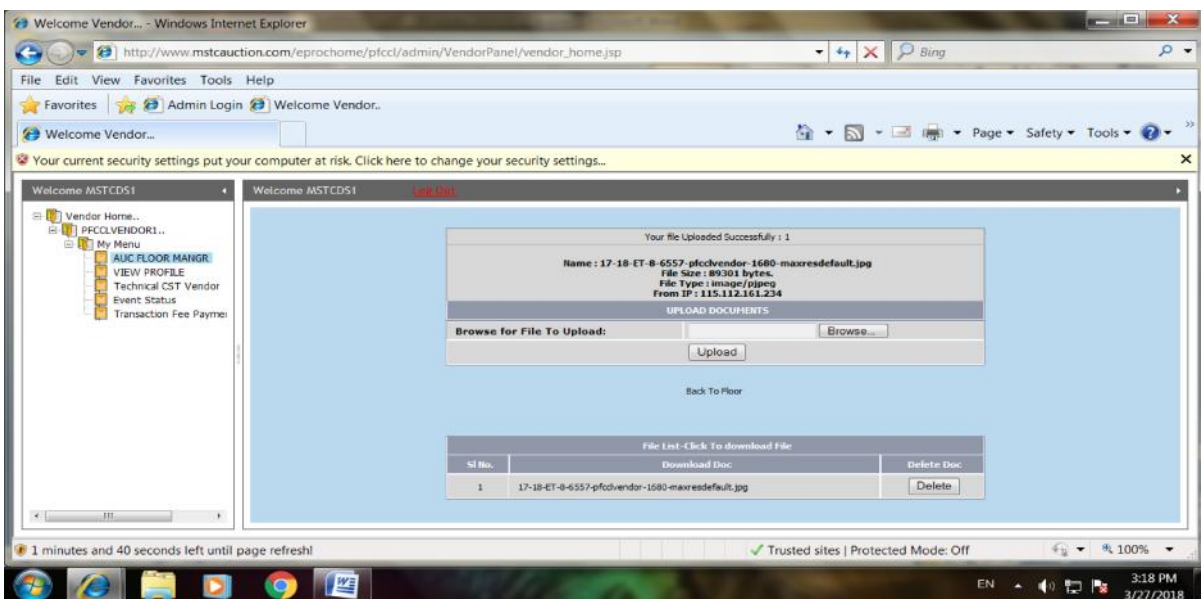
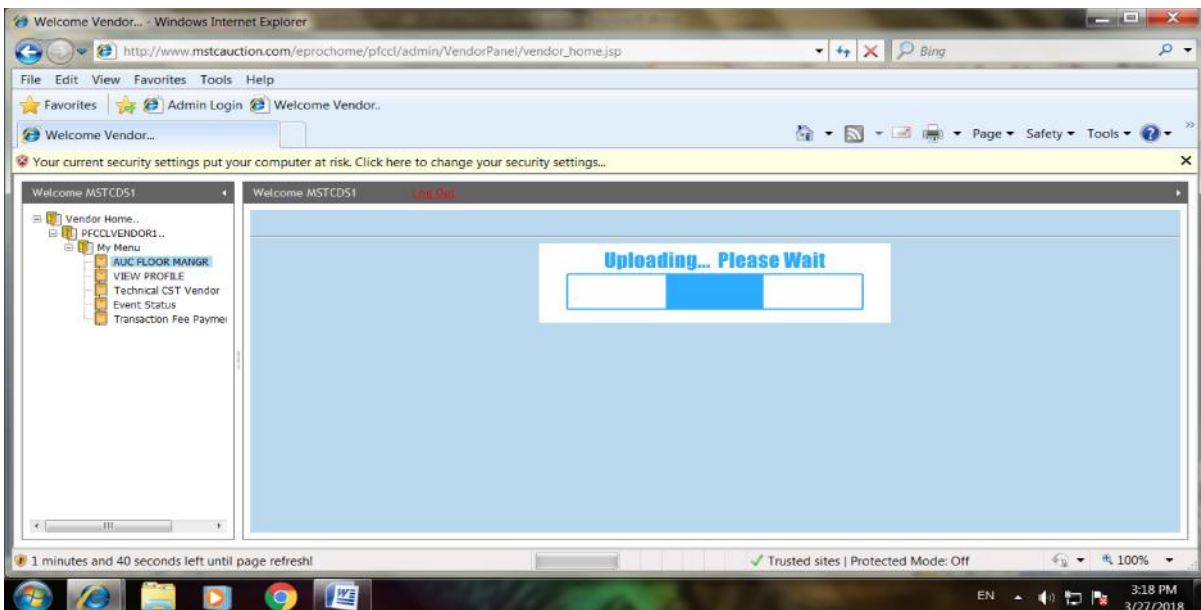
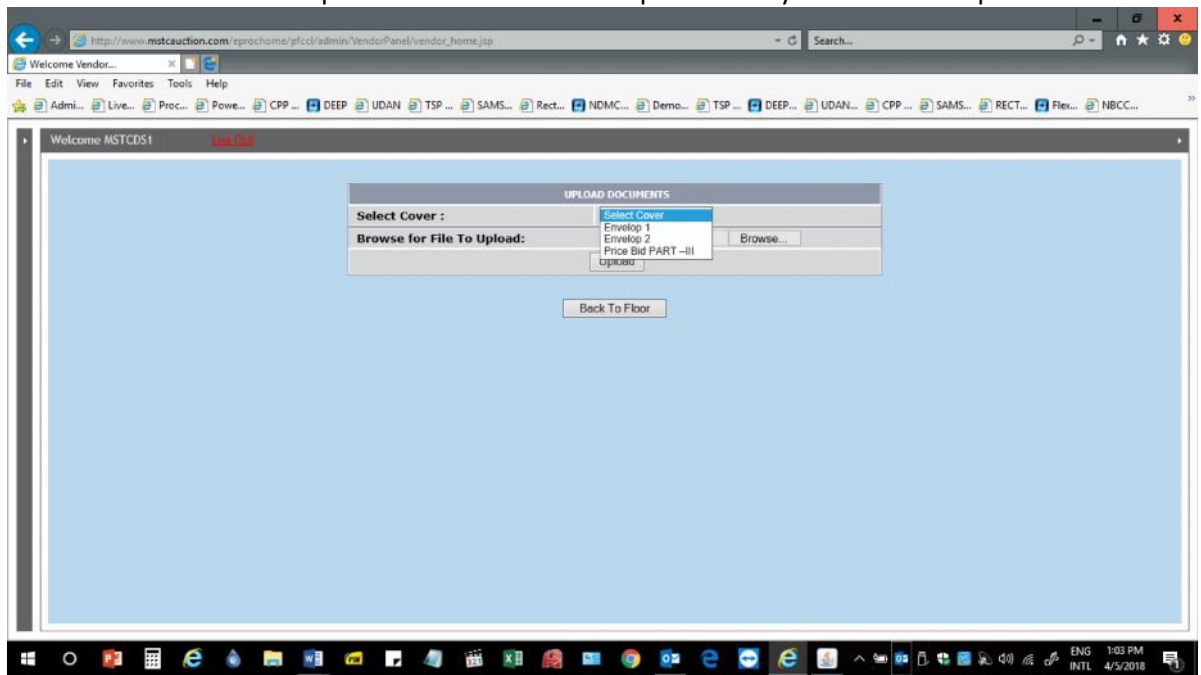
18. Click on envelop 2 to submit techno commercial part of the bid. Fill up detail as below for example showing below and click Save → 0 .



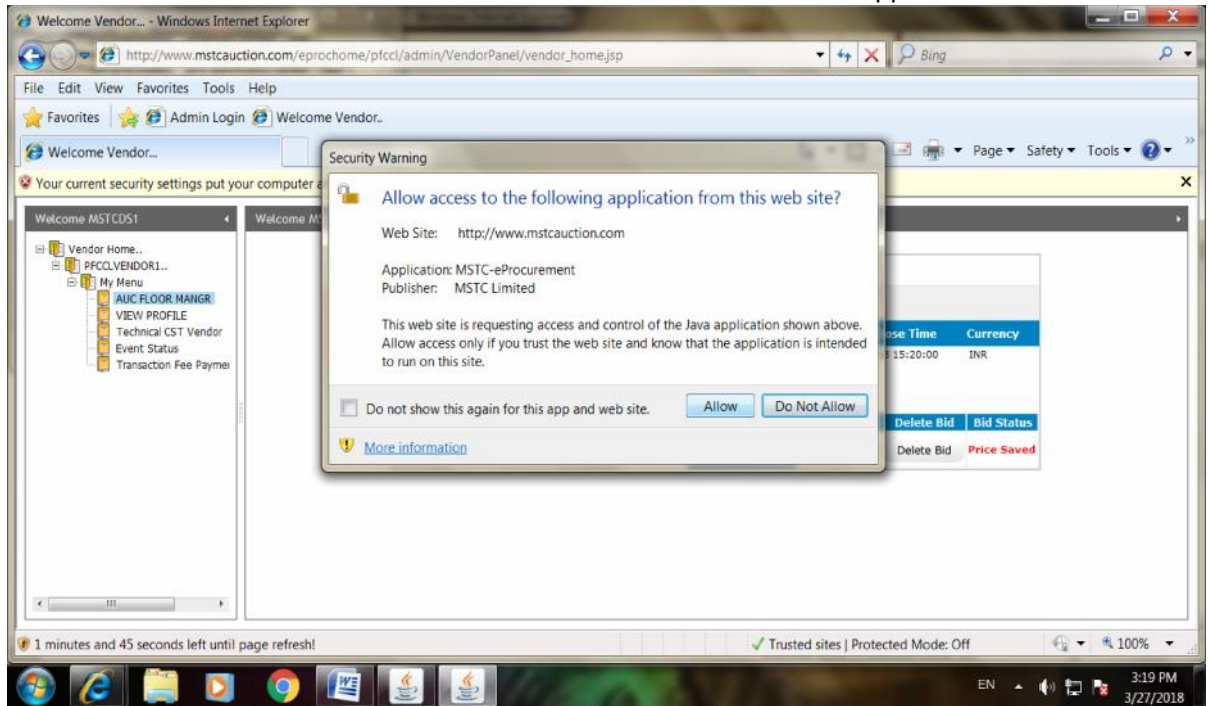
- Click on download in cover 3 to download the excel format for filling price bid. Download it and fill it without changing the name of the file. Once finished, click on upload price button to upload the price bid.



- Click on upload Docs → select cover, then file from browser → upload. Please note that price bid excel does not have to be uploaded here. It has to be uploaded only in Cover 3 as explained above.



21. Come back to floor and Click on Final submission → allow access to the application → Allow



22. Click on process to sign your Bid and select your DSC→Ok

