



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

invites

E-Tender

on behalf of

***Orissa Power Transmission Corporation
Limited***



OPTCL

Lifeline of Odisha

For

**Appointment of
Third Party Independent Evaluation Agency (TPIEA)**

For

**Establishing Base Line KPIs in Rourkela City for
Implementation of Smart Grid**

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

September 7, 2018

1. PFC Consulting Ltd. (PFCCL) invites E-Tenders on behalf of OPTCL for “Appointment of Third Party Independent Evaluation Agency for establishing Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha”.

a)	Opening date& time of Tender downloading	7.9.2018 from 17:00 hrs (IST)
b)	Pre Bid meeting	20.9.2018 at 11:30 hrs (IST)
c)	Closing date& time of Tender downloading	28.9.2018 till 12:00 hrs (IST)
d)	Last date& time of submission of E-bids	28.9.2018 till 15:00 hrs (IST)
e)	Submission of Pass-Phrase to decrypt the Bid-Part into the ‘Time Locked Electronic Key Box (EKB) (to be submitted offline to Tender Issuing Authority)	28.9.2018 (Between 15:00 hrs and 15:30 hrs) (IST)
f)	Opening of E-bids bids	28.9.2018 at 16:00 hrs (IST)

2. **Note:** Tender Notice and Tender Document are available on PFCCL’s website and can be downloaded from www.pfcclindia.com. For bid submission, the tenderer will have to necessarily download an official online copy of the tender documents from www.tcil-india-electronictender.com e-portal.
3. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal and website of PFCCL. Printed copy of Tender document will not be sold from PFCCL office.
4. The Bidder shall bear all costs associated with the preparation, submission/participation of bid including cost of registration with www.tcil-india-electronictender.com e portal. PFCCL (Purchaser) in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

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SECTION -1

BID INVITATION LETTER

BID INVITATION LETTER

Ref: 03/BD/Smart Grid/Odisha

September 6, 2018

To

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.....

Sub: Electronic Bids are invited for Appointment of Third Party Independent Evaluation Agency(TPIEA) to establish Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha

Dear Sir,

- A. Government of India has launched National Smart Grid Mission (NSGM) for implementation of Smart Grid projects in various towns / Cities which would primarily consist of following activities:
- Assistance in formulation of projects including pre-feasibility studies; technology selection guidelines and best practices; cost benefit analysis; financing models etc.
 - Funding of these projects together with State Distribution Companies (Discoms) and other financing agencies
 - Training and capacity building for State Level Project monitoring units (SLPMUs), Utilities & Project Implementation Teams
 - Facilitate Consumer Awareness initiatives
 - Projects Appraisal, Approval, Implementation, Monitoring and Evaluation of result post implementation etc.
- B. PFC Consulting Limited (PFCCL) is assisting Western Electricity Supply Company of Odisha (WESCO) / Odisha Power Transmission Company Ltd. (OPTCL) in various activities for development & implementation of Smart Grid in Rourkela City in the State of Odisha.
- C. The DPR for implementation of Smart Grid in Rourkela City has been approved by the Empowered Committee of NSGM.
- D. PFCCL intends to appoint a **Third Party Independent Evaluation Agency (TPIEA) on behalf of OPTCL/ WESCO to establish Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha**
- E. The population of Rourkela City is over 3.09 lakhs and power consumers are over 81000 nos. The existing electricity distribution network of Rourkela City is given below:

Asset Information of the Project Area

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

S. No	Particulars	Unit	Value
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

F. Electronic Bids are invited in single stage two envelop system (Technical bid & Price bid) from Indian firms/ organizations as per eligibility criteria for Appointment of **Third Party Independent Evaluation Agency to establish Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha.**

G. The Scope of Work, Eligibility Criteria, Deliverables, Selection procedure and criteria, terms of payment, terms and conditions etc. are given below:

1.0 Scope of work

The scope of work shall cover for establishing the Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha but not limited to the following:

- 1.1 Certification of (initial) AT&C losses of Rourkela City as per the methodology agreed with PFCCL/ WESCO/ OPTCL. Sample checking/ testing may be done for certification by TPIEA on its own or as directed by PFCCL/ WESCO/ OPTCL.
- 1.2 Certification of electrical boundary vis-à-vis the physical boundary of Rourkela City as per census maps of town municipal corporation/district administration (shall be provided by WESCO/ OPTCL to Successful Bidder post award of contract) so as to certify location of import/ export. The TPIEA is expected to certify the same through physical verification and site visits of all import/export locations for Rourkela City
- 1.3 Certification of installation of export/ import energy meters at following locations (WESCO/ OPTCL shall provide nodal diagram of all energy input and output points of Rourkela City along with necessary details to the TPIEA) to ascertain the ring fencing of Rourkela City:
 - i. at energy purchase points of WESCO.
 - ii. at incoming lines of 33/11 kV Sub-stations of Rourkela City

- iii. at 11 kV feeders emanating from the 33/11 kV Sub-stations of Rourkela City and going to rural/outside Rourkela City
- iv. at Rourkela City boundary if 11 kV lines are supplying/receiving power for project as well as rural/outside area.
- v. at 33 kV feeders emanating on bifurcation or directly from outside/ within Rourkela City and feeding to 33 kV HT consumers (if any) of Rourkela City.
- vi. on 33 kV or 11 kV lines bifurcation points if separately feeding to rural/outside Rourkela City.

The TPIEA to certify the above ring-fencing through physical verification and site visits of all import/ export metering locations for Rourkela City.

- 1.4 Boundary Metering:-** Verification of installation/ replacement/ testing reports (as per IS standards and regulatory guidelines) of energy metering equipment for information including Date of installation, meters sealing & integrity of the sealing mechanism, Initial Reading, Multiplying Factor, Measurement Error, CT/ PT Ratio etc.

TPIEA to check the same through physical verification of metering sites vis-à-vis the parameters provided above, without performing any testing/ calibration

- 1.5** Certification of input energy of Rourkela City of three billing cycle period as per the data provided by WESCO/ OPTCL.
- 1.6** Verification of energy sales (metered and unmetered) in Rourkela city as provided by WESCO/ OPTCL. The TPIEA shall also ensure assessment of unmetered energy sales as per the guidelines agreed with WESCO/ OPTCL (in the Baseline methodology). The TPIEA is expected to use sample checking for the above verification.
- 1.7 Computation of Baseline KPIs:** TPIEA shall compute the following Baseline KPIs as per existing information available/ provided by OPTCL/ WESCO:
- a. **System reliability index:** Computation of SAIDI (System Average Interruption Duration Index), SAIFI (System Average Interruption Frequency Index), CAIDI(Customer Average Interruption Duration Index)
 - b. Power Quality Parameters such as Voltage Profile, PF Profile, Harmonics Profile at selected sub-stations/ feeder points of 33 KV, 11 KV.
 - c. DT failure rate/ outage rate
 - d. Technical Losses based on asset (DT, Feeder etc.), Voltage level (33 KV, 11 KV, LT).
 - e. Commercial Losses based on units measured, billed, collected, defective meter etc.

1.8 Selection of Sample for computation of Baseline KPIs:

1.8.1 TPIEA shall decide the sample size in co-ordination with OPTCL/ WESCO. The Norm for size of representative sample as a percentage of total population of Rourkela City shall be decided by TPIEA

1.8.2 TPIEA shall ensure sample selected should be representative of entire Rourkela City conforming to requirements such as consumer mix, Population Density, Average realization rate etc.

1.8.3 The onus of certification and verification in above scope of work lies with TPIEA- EA and hence, the choice of appropriate sample size vests with the TPIEA.

1.9 The scope of TPIEA shall also include assistance to OPTCL/ WESCO during the bid process for selection of Smart Grid Implementing Agency (SGIA) for implementation of Smart grid in Rourkela City with respect to the Baseline KPIs.

2.0 Deliverables

2.1 The Successful Bidder is required to submit the following deliverables in line with the time schedule indicated against each deliverable. However, the time schedules may vary for completion of the assignment depending upon sequence of completion of interrelated activity/statutory approvals.

S. No.	Task	Deliverable	Time Schedule from the date of issuance of LoA
1	Inception Report	A report containing the approach & methodology for establishment of Baseline KPI for Rourkela City as per the scope of work	3 Weeks
2	Baseline KPIs Report	A detailed report containing the Baseline KPIs for Rourkela City as per the scope of work	3 Months

3.0 Eligibility Criteria

3.1 The Bidder should have **cumulative Turnover of at least Rs.10 Crores within the last three audited financial years** (i.e. FY 2015-16 onwards).

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

3.2 The Bidder should have **completed at least two (2) consulting assignment (including energy accounting/ auditing) in power sector in last 5 financial years**(i.e. FY 2013-14 onwards).

(Proof: Experience certificates or Acceptance reports and Work Order or LoA from the owner/client for work done, supporting the above qualifying requirement)

3.3 The Bidder should at least have five (5) Energy Auditors/Energy Managers certified by BEE with at least 3 years of relevant experience, at the time of bidding for this projects out of which minimum one person shall be certified Energy Auditor by BEE

4.0 Period of Engagement

The contract shall be valid till completion of all activities as per scope of work.

5.0 Earnest Money Deposit (EMD)

5.1 The TPIEA shall submit EMD amounting to **Rs 30,000/-** (Thirty Thousand only) in the form of Demand Draft (DD) in favor of PFC Consulting Ltd. payable at New Delhi from any nationalized bank or scheduled bank.

5.2 The Bidder shall submit scanned copy of the Demand Draft along with its Technical Bid through electronic bid on TCIL portal (www.tcil-india-electronictender.com) and shall submit the Original Copy of the DD in the office of PFCCL on or before the Bid due date i.e. **28.9.2018at 15: 00 hrs (IST)**. Bids submitted without EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders.

6.0 Basis of Offer

6.1 The price offer for the Assignment should be quoted on a lump sum basis inclusive of all taxes and duties and expenses at the end of the bidder except GST as may be applicable. No escalation for any reason whatsoever shall be allowed over and above the bid price.

6.2 The GST applicable on the services rendered shall be paid extra during the contractual completion period.

6.3 Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the selected Bidder by PFCCL.

6.4 All related travel expenses incurred by the TPIEA's personnel for journeys to site or Client's Office or anywhere in connection with the consultancy services/study under Scope of this assignment will be borne by TPIEA and PFCCL will not take any responsibility whatsoever on this account.

7.0 Pre-bid Meeting

A Pre Bid meeting is proposed to be held on 20.9.2018 at 11:30 hrs (IST) or any such other date as notified by PFCCL at “**GRIDCO Conference Hall, Janpath, Bhubaneswar, Odisha**” to address the queries of the Bidders. The Bidders or their authorized representative(s) are invited to attend the pre-bid meeting.

8.0 Contents of Bid Documents

The bid document contains the following documents.

- Section -1 : Bid Invitation Letter**
- Section -2 : Bid Forms and Pro forma**
- Section-3 : Contract Agreement**

9.0 Submission of Bid

- 9.1 Bid shall consist of two parts "**Technical Proposal**" and "**Financial Proposal**" and should be duly submitted online using the e-Procurement Portal (www.tcil-india-electronictender.com) before the due date. The last date for Bid submission (i.e. Bid Due date) online on e-Procurement Portal (www.tcil-india-electronictender.com) would be 28.9.2018 **till 15:00 hrs (IST)**

Note:

- a. The Technical Proposal should contain scanned copy of EMD, Form-1, Form-2, Form-3, Form-4, Form-5 and Form-7 duly filled and signed by authorized signatory and authority letter as per Form-5.
 - b. The Bidder should agree to the entire scope of work and deliverables (given in the Bid Document). No proposal for deviation/ part scope of work will be considered.
 - c. Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/ Letter of Award/ Lol or any other representative documents etc. and Project Completion Certificate/ proof of final payment from their Clients.) to be provided in support of past experience.
 - d. Adequacy of the proposed Methodology and work Plan in responding to the Scope of Work as per Form - 7.
 - e. Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Annual Accounts duly certified by a Chartered Accountant.
- 9.2 The “Financial Proposal” should contain the detailed price offer for the consultancy services as per format provided at Form-6 of Section-2 Bid Document.

9.3 Bidders are instructed not to approach via e-mail, fax, and telephone or contact any official in PFCCL as regards to this bid after the submission of the bids, apart from communications by PFCCL in writing, and any Bidder doing so shall be summarily rejected.

10.0 Bid Opening and Evaluation of Proposals

10.1 Opening of Technical Proposal

The Technical Proposal will be opened online on 28.9.2018 at 16:00 hrs (IST) in the presence of the authorized representatives of the Bidders, who wish to be present.

10.2 Technical Proposal

The Technical proposal would be opened online and seen and checked for responsiveness check as per following.

10.2.1 Responsiveness check

The responsiveness check will be with respect to the following:

- i) The Technical Proposal should contain scanned copy of EMD, Form-1, Form-2, Form-3, Form-4, Form-5 and Form -7 duly filled and signed and stamped by authorized signatory and authority letter as per Form-5.
- ii) The Bidder should have submitted the Original Copy of the EMD.
- iii) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work/conditional will be considered.
- iv) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/Lol or any other representative documents etc. and Project Completion Certificate / proof of final payment from their Clients.) to be provided in support of past experience.
- v) Adequacy of the proposed Methodology and work Plan in responding to the Scope of Work as per Form - 7.
- vi) Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Annual Accounts duly certified by Chartered Accountant for meeting minimum turnover criteria.
- vii) PFCCL may call for any clarifications/ information if required. Bid of any firm not meeting any or all the above criteria, the technical evaluation of the firm will not be carried out and the bid may be liable for rejection.

10.2.2 Evaluation (100 marks)

The Technical Proposal would be evaluated on the following basis:

- i) The Bidder should have completed at least two consulting assignment (including energy accounting/ auditing) in power sector in last 5 financial years. i.e. period from Indian FY 2013-2014 onwards including the current Financial Year till date of issue of the tender.

(The marks will be allocated as follows: One assignment = 40 marks, Two assignments = 50 marks, three assignments or more = 60 marks)
Max marks 60.

- ii) The Bidder should have cumulative turnover of at least Rs.10 crores within the last three audited financial years. (i.e. 2015-16 onwards) as per audited annual accounts.

(The marks will be allocated as follows: Rs.10 crores to Rs. 15 crores: 15 Marks, more than Rs.15 crores to Rs. 20 crores: 20 Marks; more than Rs. 20 crores: 25 Marks) **Max marks 25.**

- iii) Methodology and work plan proposed in responding to the scope of work and deliverables : **Max marks 15**

- iv) **The Bidder obtaining 70% marks or more would be technically qualified for opening of “Financial Proposal”.** Financial Proposal of non-qualified Bidders at Technical Bid stage will not be opened online.

10.3 Opening of Financial Proposal

10.3.1. The “Financial Proposal” would be opened online only for the technically qualified Bidders. The date and time of opening of the “Financial Proposal” of the technically qualified Bidders will be intimated along with qualifications of the technically qualified Bidders. The Financial Proposal will be opened online in the presence of the authorized representatives of the Bidders, who wish to be present.

10.3.2. The Price Proposal shall include Form 6.1 to 6.3 Forms provided in Section II of this document.

10.3.3. The Price Proposals shall be evaluated and following the approval of the price proposal evaluation, the Contract shall be awarded to the Bidder who’s Price Bid has been determined to be lowest.

10.4 Financial Proposal

- 10.4.1** No escalation for any reason whatsoever shall be allowed over and above the bid price. The GST applicable on the services rendered shall be paid extra during the contractual completion period. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the selected Bidder by PFCCL.
- 10.4.2** The assignment will be awarded to the technically qualified Bidder who has quoted lowest price, in Indian Rupees, without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected out rightly.
- 10.4.3** In case of more than one Bidder at L1 price, the Assignment will be offered to the Bidder quoting L1 price and obtaining the highest marks in the technical evaluation.

11.0 Validity of Bid

Bidders shall keep their bids/ proposals valid for 120 (One hundred Twenty) days from the last date of submission of e-bid. Bidders may be required to further extend the validity of Bid as per the requirement of PFCCL.

12.0 Terms of Payment

Payment would be made as per the following stages:

S. No	Deliverable	Payment as % of Lump Sum Consultancy Price
1	Submission of Inception Report and acceptance of PFCCL/ OPTCL/ WESCO	20%
2	Submission of Draft Baseline KPIs Report	30%
3	Submission of Final Baseline KPIs Report after incorporating comments/observations and acceptance of PFCCL/ OPTCL/ WESCO	30%
4	On selection of Smart Grid Implementing Agency (SGIA) for implementation of Smart grid in Rourkela City	20%

- 12.1** GST and other cess at applicable rates, on the date(s) of payment(s) shall be paid over and above. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the Successful Bidder by PFCCL.
- 12.2** The TPIEA shall submit the bills in duplicate to PFCCL, addressed to Executive Director, PFC Consulting Ltd. indicating the stage achieved, out of the ones indicated above

12.3 All travel and boarding / lodging related expenses incurred by the TPIEA's personnel for journeys to Delhi, Bhubaneswar, Rourkela City or anywhere in Odisha in connection with the consultancy services under Scope of this tender will be borne by the TPIEA and PFCCL will not take any responsibility whatsoever on this account.

12.4 The Agency should attend all the meetings conducted by PFCCL/ OPTCL/ WESCO / Govt. of India / Govt. of Odisha or any other agency in Delhi, Bhubaneswar/ Rourkela or anywhere in India by making their own arrangements. No extra payment will be made in this regard.

13.0 Contract Performance Guarantee (CPG)

In the event of an award, the Selected Bidder (TPIEA), within fifteen (15) days of issue of Letter of Award from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to 10% (Ten Percent) of the total consultancy fee. The CPG should be as per PFCCL's pro forma and should be kept valid up to 1 (one) year from the Letter of Award which would be extended till completion of the assignment whichever is later.

14.0 Contract Agreement

14.1 In the event of award, the Selected Bidder ("TPIEA") will be required to enter in to a Contract Agreement with the PFCCL within 10 (ten) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL.

14.2 Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the TPIEA from Delhi State.

14.3 The Agreement will be signed in two originals and the TPIEA shall be provided with one signed original Agreement

14.4 The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.

14.5 Till the time a 'Contract Agreement' is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.

15.0 Liquidated Damage (LD)

For delay in deliverable of every week or part thereof, LD of 0.5% of the consultancy fee shall be levied subject to a maximum of 5% of the value of the consultancy fee.

16.0 Other Terms & Conditions

- i) The financial proposal by the Bidders shall be in Indian Rupees as per format enclosed (Form 6.1 and Form 6.2) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- ii) The TPIEA shall make available appropriate personnel as may be required for Successful execution of the assignment and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.
- iii) All claims shall be raised by TPIEA as per terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of work at sole discretion of the Competent Authority in PFCCL.
- iv) In case there is a delay by the TPIEA in accomplishing the deliverables which in the opinion of PFCCL is attributable to the TPIEA, PFCCL reserves the right to get such specific work(s) done through any other Agency(ies) at the risk and cost of the TPIEA for timely completion of the deliverables.
- v) In case the performance of the proposed team member(s) is not satisfactory, the TPIEA will be asked to change/replace the team member(s) within three days of receipt of such request from PFCCL with a member acceptable to PFCCL.
- vi) PFCCL with approval of Competent Authority in PFCCL, can cancel contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory and if any information given at the time of submission of the bid is found to be incorrect.
- vii) Given the nature of the work being entrusted, the firm would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the firm could be terminated.
- viii) If due to any reason or decision of Govt./ Client, the Assignment is dropped and TPIEA is directed to discontinue work, "Drop Dead Fee" would be limited to payments received/ receivable by the TPIEA as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- ix) **Conflict of Interest:**
 - a. Organizations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL's consulting business in future. Without limitation on the generality of the foregoing, organizations would not be hired, under the circumstances set forth below:
 - b. Organizations who have business or family relationship with member(s) of PFC's and/ or PFCCL's employees or persons positioned in or on the Board of these two organizations by

whatever process, would not be engaged. A declaration to this effect would be taken from the organization when being engaged, and if found incorrect, the organization would be debarred from any further engagement by PFCCL.

- x) TPIEA shall keep PFCCL, both during and after term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the TPIEA, or the TPIEA's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance
- xi) No offer should be sent by Fax or E-mail.
- xii) Offers received in the designated office after the due time and date mentioned above shall not be considered.
- xiii) PFCCL reserve the right to accept or reject any or all Proposals/Offer or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- xiv) PFCCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.

Yours sincerely,
For and on behalf of PFCCL

Yogesh Juneja
Executive Director

Encl.: As Above

SECTION -2
BID FORMS AND PRO FORMA

FORM-1: COVERING LETTER

From: _____ To: _____
Name: _____
Designation: _____
Address: _____

Sir,

Sub: Appointment of Third Party Independent Evaluation Agency (TPIEA) to establish Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha.

1. We _____ (Name of consulting organization) herewith enclose Technical & Financial proposal for selection of our organization as TPIEA on lump sum basis for **Appointment of Third Party Independent Evaluation Agency to establish Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha**
2. We are submitting our bid consisting of:
 - i) **Technical Bid** in a sealed envelope consisting of:
 - a) Requisite Earnest Money Deposit in form of crossed demand draft of any nationalized bank or scheduled bank in favor of PFCCL, payable at New Delhi.
 - b) Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Annual Reports.
 - c) Form-1, Form-2, Form-3, Form-4, Form-5 and Form-7 duly filled and signed by authorised signatory and authority letter as per Form-5.
 - d) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). 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 format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/Lol or any other representative documents etc. and Project Completion Certificate / proof of final payment from their Clients.) to be provided in support of past experience.
 - f) Details of key personnel proposed to be deployed are to be provided in Technical bid as per format provided at Forms-3&4.
 - g) The Bidder should submit a Letter of Authority in favor of the authorized signatory submitting the Bid as per Form-5.
 - h) Adequacy of the proposed Methodology and Work Plan in responding to the Scope of Work as per Form - 7.
 - ii) **Price Offer** (as per format provided at Form 6.1 and Form 6.2 of Section 2 Bid document) in a sealed envelope
3. _____ [Name and contact information of one of the team member] shall be the Team Leader for the assignment.
4. We declare that the quoted lump sum fee is firm and shall remain valid for the entire period of the consultancy assignment. We further declare that the above

quoted fee includes all taxes (excluding GST), duties & levies etc. payable by us under this consultancy assignment.

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 confirm that the prices and other terms and conditions of this proposal are valid for a period of 120 days from the last date of submission of e-bid.
7. 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 for ten percent (10%) of the total consultancy fee in the form of bank guarantee shall be provided by us as per the prescribed format in case of placement of award.
8. 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 into, if we are awarded this contract.
9. 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.
10. We confirm and certify that all the information / details provided in our bid are true and correct.
11. 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.
12. 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 120 (One hundred twenty days) from the last date of submission of e-bid.
13. 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 employees or persons positioned in or on the Board of these two organization by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL forever.
14. We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any willful 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 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 TPIEA, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express

approval of PFCCL, failing which the engagement of the organization would be terminated.

16. Further, we undertake that in the event of appointment as TPIEA, we shall open site office at Rourkela where at least one senior level executive and at least one associate technical expert will be posted for Successful completion of the assignment.

Signature of Authorized Person

Name:

Designation & Company seal

Date:

Place:

FORM-2: EXPERIENCE AND TURNOVER OF ORGANISATION

1. Brief Description of the Organization:

2. Outline of experience on assignments:

Sl. No.	Name of Assignment with work order no. and date	Name(s) of member(s) associated with the assignment	Client	Date of Commencement	Date of Completion	Scope of work in brief
1						
2						
3						
4						
5						

3. It is hereby certified that the above mentioned details are true and correct.

4. It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments

Signature of Authorized Signatory

Full Name:

Address:

Note:

1. The Bidder's relevant experience from India FY 2015-16 onwards including the current Financial Year till the date of issue of the tender will be considered. Experience of the Bidders would be evaluated on the following basis:
 - a. Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/Lol or any other representative documents etc. and Project Completion Certificate / proof of final payment from their Clients.
 - b. Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Annual Reports.

**FORM-3: COMPOSITION OF TEAM AND THE TEAM LEADER
TO BE DEPLOYED**

	Name
	<u>Team Members</u>
	Team Leader
1	
	Other Members
2	
3	
4	
5	
6	

Signature of Authorized Signatory

Full Name:

Address:

FORM-4: CURRICULUM VITAE FOR EACH MEMBER OF TPIEA'S TEAM

Name: _____

Profession/ Present Designation: _____

Total post qualification experience: _____ Years with organization:

Educational _____ Qualification: _____

(Under this heading, summarize college/ university and other specialized education of staff member, giving names of colleges, etc. degrees obtained.)

(Please enclose attested copy of educational qualifications)

Experience:

(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments.)

Language:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor')

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to disqualification of the firm.

Signature of Team member

Full Name:

Date:

Signature of Authorized
Signatory

Full Name:

Date:

FORM-5: AUTHORISATION LETTER
(On the Letter head of the organization/FIRM)

I _____ certify that I am _____ of the Organization, organized under the laws of _____ and that _____, who signed the above Proposal, is authorized to bind the organization by authority of its governing body.

Signature:

Full Name:

Address:

(Seal)

FORM-6.1: SCHEDULE OF PRICE BID
(On the Letter head of the organization/ FIRM)

From:

To:

Sir,

Sub: Appointment for Third Party Independent Evaluation (TPIEA) for establishing Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha.

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

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

I undertake to open office in the State of Odisha as may be advised by PFCCL/ OPTCL.

Yours faithfully,

Signature:

Full Name:

Address:

Phone No:

E-mail Id:

FORM-6.2: FINANCIAL PRICE PROPOSAL (COST OF SERVICES)
(On the Letter head of the organization/ FIRM)

Please specify the Lump Sum Price of the assignment as per the following table.

PRICE SCHEDULE

State#

State.....

S. No.	Description of Services	Rate Per Yr (INR)
1	Establishment of Baseline KPIs and submission of Report complete in all respect as per Scope of Work for implementation of Smart Grid in Rourkela City	
	TOTAL (State)	

Note:

- 1) Price proposals will be compared based on the Total Lump Sum Price.
- 2) Bidders shall quote lump sum price for services inclusive of all taxes and duties except GST.
- 3) The Owner will not be required to pay and/or reimburse anything over and above the price quoted except GST, which will be payable as per the rate prevailing at the time of payments.
- 4) The lump sum price should include overhead/ out of pocket expenses, travel, boarding, lodging, visits etc.
- 5) The prices shall remain FIRM till completion of the Assignment.
- 6) Payment of services shall be made on the basis of cost quoted and the progress of work.

Address:

Authorised Signatory

Seal

Full Name:

FORM-7: THE PROPOSED METHODOLOGY AND WORK PLAN

Bidder`s Name & Address

To

Executive Director,
PFC Consulting Ltd.,
9th Floor ('A' Wing),
Statesman House Building,
Connaught Place,
New Delhi - 110001

Dear Sir,

We hereby enclose a brief write up on the proposed methodology and work plan to be adopted for **“Appointment of Third Party Independent Evaluation Agency (TPIEA) to establish Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha”** in responding to scope of work and deliverables

Authorized Signatory:

Full Name:

Address:

(Seal)

FORM-8: PRO FORMA 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,
Executive Director,
PFC Consulting Ltd.,
9th Floor ('A' Wing), Statesman House Building,
Connaught Place, New Delhi - 110001

Dear Sir,

In consideration of the PFC Consulting Ltd. (hereinafter referred to as the `Owner` which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) have awarded to M/swith its Registered/ Head Office at(hereinafter referred to as the `TPIEA by issue of Owner's Letter of Award Nodatedand the same having been unequivocally accepted by the Contractor/ TPIEA resulting into a contract valued atfor(Scope of Contract) and the Contract/TPIEA having agreed to provide a Contract Performance Guarantee for the faithfully 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 monies payable by the Contractor/TPIEA to the extent ofas aforesaid at any time up to(days / month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/TPIEA any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/TPIEA 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 enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/TPIEA. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor/TPIEA, 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/TPIEA or any other course of 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/TPIEA and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor/ TPIEA liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted toand it shall remain in force up to and includingand 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.

Dated this Day of 2018.....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)

Note:

- This sum shall be ten percent (10% of the total Contract Price).
- The date shall be One (1) year from the date of Letter of Award.
- The stamp paper of appropriate value shall in the name of Bank issuing the guarantee.

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. General

- 1.1 The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement.
- 1.2 For conducting electronic tendering, PFCCL has decided to use the portal www.tcil-india-electronictender.com. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender. A portal built using Electronic Tender's software is also referred to as Electronic Tender System (ETS). Benefits to Suppliers are outlined on the Home-page of the portal.

2. Instructions

2.1 Tender Bidding Methodology:

- i. Electronic Bid System
- ii. Pre-qualification followed by Bidding
- iii. Single Stage Two Envelope (Technical & Financial)

2.2 Broad Outline of Activities from Bidder's Perspective:

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on Electronic Tendering System (ETS)
- c. Create Marketing Authorities (MAs), Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. For this tender -- Assign Tender Search Code (TSC) to a MA
- f. Download Official Copy of Tender Documents from ETS
- g. Clarification to Tender Documents on ETS
 - i. Query to PFCCL. (Optional)
 - ii. View response to queries posted by PFCCL.
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS
 - i. Opening of relevant Bid-Part
- j. Post-TOE Clarification on ETS (Optional)
 - i. Respond to PFCCL. Post-TOE queries
- k. Attend Public Online Tender Opening Event (TOE) on ETS
 - i. Opening of relevant part (i.e. Financial-Part)
(Only for Technical Responsive Bidders)

- 2.3 For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Certificates

3.1 For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer<http://www.cca.gov.in>].

4. Registration

4.1 To use the Electronic Tender® portal www.tcil-india-electronictender.com vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

4.2 After Successful submission of Registration details and Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/ activated.

4.3 Important Note: To minimize teething problems during the use of ETS Portal (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS Portal. The instructions relating to 'Essential Computer Security Settings for Use of ETS Portal' and 'Important Functionality Checks' should be especially taken into cognizance.

4.4 Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ETS Helpdesk	
Telephone/ Mobile	+91-11-26241790 (multiple lines)
E-mail ID	ets_support@tcil-india.com

PFCL Contact	
Contact Person	Sh. Sanjay Nayak, AVP
Telephone	011-23443804

Some Bidding related Information for this Tender (Sealed Bid)

The Bidder has to submit Bid document by **28.9.2018 till 15:00 hrs (IST)** online on Electronic Tender® portal (www.tcil-india-electronictender.com). The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Technical Part
 - Financial Part
 - Submission of digitally signed copy of entire Tender Documents/Addendum

Offline Submissions:

No offline submission is required except EMD (Bid Security).

Note: The Bidder should also upload the scanned copies of all the documents as Bid-Annexure during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider, provision for security has been made at various stages in Electronic Tender's software, Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All Bidders must fill Electronic Forms for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main-Bid. For transparency, the information submitted by a Bidder in the Electronic Forms is made available to other Bidders during the

Online Public TOE. If it is found during the Online Public TOE that a Bidder has not filled in the complete information in the Electronic Forms, the TOE officer may make available for downloading the corresponding Main-Bid of that Bidder at the risk of the Bidder. If variation is noted between the information contained in the Electronic Forms and the 'Main-Bid', the contents of the Electronic Forms shall prevail. Alternatively, PFCCL reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that Bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each Bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

The Bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the PFCCL.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of Bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of Bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to PFCCL office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating Bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the Bidder himself (during the TOE itself), salient points of the Bids (as identified by PFCCL) are simultaneously made available for downloading by all participating Bidders. The tedium of taking notes during a manual 'Tender Opening

Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating Bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com/etshome/EtsHomePage.aspx>), and go to **User-Guidance Centre**.

The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each Bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that Bidder. In the event of a Bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the Bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 or above)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

SECTION -3
CONTRACT AGREEMENT

CONTRACT FOR CONSULTANCY SERVICES

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of the month of _____ 2016, between:

PFCCL (incorporated under the Indian Companies Act 1956, having its registered office at hereinafter referred to as "Owner"(which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns) on behalf of Odisha Power Transmission Corporation Limited (OPTCL)

AND

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

WHEREAS the Owner is intending to hire an experienced and qualified Third Party Independent Evaluation Agency (TPIEA) for establishing Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha as per the scope of RfP floated for this purpose.

AND WHEREAS the Owner has agreed to appoint the TPIEA 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 TPIEA.
- c) "TPIEA" means _____ Company 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 an eligible person engaged by the TPIEA as their employees, for the purposes of rendering services.
- g) "Parties" means the Owner and the TPIEA;
- h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the TPIEA 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 TPIEA has been made.
- j) "Project" means establishment of Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha.
- k) "Services" means the works to be provided/performed by TPIEA for completion of various tasks as described in Appendix A hereto;
- l) "Starting Date" means the date referred to in Clause 3.3 hereof;
- m) "Third Party" means any person or entity other than the Owner and TPIEA.

2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:

- a) The TPIEA shall render/perform services at Delhi, Bhubaneswar and at the Project site at Rourkela the State of Odisha" as warranted by the requirement of the project.
- b) The TPIEA also undertakes to perform/render services at other locations 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 TPIEA for providing services at other location.

3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT

3.1 Commencement of Contract

This contract shall come into force from the date ("effective date") on which the Owner has issued the Letter of Award (LoA) to the TPIEA.

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 TPIEA shall not have any claim against the Owner.
- b) In case the contract is rendered null and void on account of failure/inaction on the part of TPIEA, TPIEA shall be liable to pay damages to the Owner.

3.3 Commencement of Services

The TPIEA shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date").

3.4 Expiration of Contract

The contract shall be valid from the date of commencement till the completion of scope of work as per the LoA.

Unless terminated earlier pursuant to Clause 10 hereof, this Contract shall expire after the TPIEA 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 TPIEA.

The Owner shall issue the "No claim certificate" after being satisfied that the TPIEA 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 TPIEA has been made.

4.0 Contract Performance Guarantee

4.1 The TPIEA 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 under Section-2 of bid document, from any Nationalized/ Scheduled Bank towards performance of the Contract. The guarantee amount shall be equal to ten percent (10%) of the contract price in accordance with the terms and conditions specified in the contract and in the Bid Documents. The guarantee shall be valid until after expiry of a period of 3 (three) months from the date of issue of No Claim Certificate by the Owner.

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 immediately after the issue of No Claim Certificate on the expiry of the guarantee.

5.0 OBLIGATIONS OF THE TPIEA

5.1 Standard of performance

The TPIEA 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 TPIEA shall always act, in respect of any matter relating to this Contract or 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 SGIA or Third Parties.

5.2 COMPLAINTS WITH RULES AND REGULATIONS

The TPIEA agrees that it shall be responsible and liable to comply with and also undertakes to ensure and be responsible for compliance by its employees as agents of the TPIEA, 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 TPIEA 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 TPIEA shall constitute the TPIEA's only payment in connection with this Contract or the Services, and the TPIEA shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the TPIEA shall use their best efforts to ensure that their Personnel, or any third party engaged by them shall not receive any such additional benefits.

5.5 TPIEA and Affiliates not to be otherwise interested in Project

The TPIEA agrees that, during the term of this Contract, none of their Personnel and/or any entity affiliated with them or their personnel shall not provide services resulting from or directly related to their Services for the preparation or implementation of the project. In the event of breach of the aforesaid condition the Owner shall be entitled to disqualify such TPIEA or any of their Personnel from providing services to the Owner and further claim damages for breach.

5.6 Prohibition of Conflicting Activities

The TPIEA shall not engage, and shall cause their Personnel and their affiliates 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 TPIEA

The TPIEA shall take out and maintain, at their own cost, insurance against risks etc.

5.8 Liability of the TPIEA

The TPIEA shall be 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 TPIEA or his personnel in such performance, subject to the following limitations:

- a) The TPIEA shall not be liable for any damage or injury caused by or arising out of the act, negligence, default or omission of any persons other than TPIEA or their Personnel
- b) The TPIEA shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

5.9 TPIEA Action Requiring Owner's Prior Approval

The TPIEA shall obtain the Owner's prior approval in writing before appointing any personnel to carry out any part of the Services

5.10 Reporting Obligations

The TPIEA 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 TPIEA to Be the Property of the Owner

All plans, drawings, specifications, designs, reports and other documents prepared by the TPIEA in performing the Services shall become and remain the property of the Owner, and the TPIEA shall deliver all such documents to the Owner, together with a detailed inventory thereof prior to expiration of this contract.

6.0 TPIEA' PERSONNEL

6.1 Agreed Personnel

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

6.2 General

The TPIEA 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 TPIEA' Personnel are described in **Appendix C**.
- b) 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 along with increase in fee, if any, by mutual agreement in writing between the Owner and the TPIEA.

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 TPIEA, it becomes necessary to replace any of the Personnel, the TPIEA shall forthwith 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 TPIEA shall, at the Owner's written request specifying the grounds therefore, forthwith 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 TPIEA shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

7.0 OBLIGATIONS OF THE OWNER

Payment

In consideration of the Services performed by the TPIEA under this Contract, the Owner shall make to the TPIEA such payments and in such manner as is provided by **Clause 8** of this Contract.

8.0 PAYMENTS TO THE TPIEA

8.1 The Lump-sum cost of services payable in Indian Rupees is set forth in **Appendix E**. If due to any reason or decision of the Client/ Govt./ the Regulator, the Assignment is dropped and the TPIEA is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received/receivable by the TPIEA 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 TPIEA in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

8.3 The TPIEA shall submit the bills in duplicate to PFCCL addressed to CEO, PFCCL or to an executive authorized by CEO, PFCCL, indicating the stage achieved, out of the ones indicated above.

8.4 The Owner shall cause the payment of the TPIEA 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 TPIEA or his members 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 TPIEA with:

Account No _____ Bank,

9.0 Suspension

The Owner may, by written notice of suspension to the TPIEA, suspend execution of consultancy assignment to the TPIEA under following circumstances:

- I. if the TPIEA 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 TPIEA to remedy such failure within a period not exceeding thirty (30) days after receipt by the TPIEA of such notice of suspension

or

- II. if at any stage it is found that the TPIEA has provided any wrong information/ false information/ misrepresented 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 TPIEA fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- b) if the TPIEA fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 18 hereof;
- c) if the TPIEA submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the TPIEA know to be false;
- d) if, as the result of Force Majeure, the TPIEA are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e) if TPIEA become Bankrupt and the company has been wound up through liquidation proceedings.
- f) if the Owner, in its sole discretion and for any reason whatsoever, 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 hereunder shall cease, except

- a) such rights and obligations as may have accrued on the date of termination or expiration,
- b) the obligation of confidentiality set forth in Clause 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 in pursuant to Clauses 10 hereof, the TPIEA 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 TPIEA:

- a) remuneration pursuant to Clause 8 hereof for Services satisfactorily performed prior to the effective date of termination;

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 not mean or include:
 - (1) any event caused by the negligence or intentional action of a Party or such Party's agents or employees, nor
 - (2) any event which a diligent Party could reasonably have been expected to take into account at the time of the execution of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- c) The TPIEA 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 hereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement due to one 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 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 measures to remove such Party's inability to fulfil its obligations hereunder 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 TPIEA, 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 for 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 hereunder 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.

15.0 TAXES AND DUTIES/CHANGE IN LAW.

It is hereby agreed between the parties that the TPIEA 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 whatsoever as may be lawfully imposed.

16.0 Confidentiality

The TPIEA and their Personnel/Affiliate during the term of the contract and 2 years after expiry of the contract shall not 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** 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 endeavor 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 All disputes or differences in respect of which the decision, if any, of the Engineer-in-Charge has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

18.3 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed as a Presiding Arbitrator by both the arbitrators in accordance with the Arbitration & Conciliation Act 1996. 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.

- 18.4** The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification thereof. The place and venue of arbitration shall be at Bhubaneswar.
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 subject to provisions of the arbitration and conciliation Act 1996 and any amendment thereto. 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.
- 18.5** The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer-in-Charge in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer-in-Charge for the purpose of obtaining the said decision.
- 18.6** No decision given by the Engineer-in-Charge in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
- 18.7** During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

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, AVP
Facsimile: 011-23443990

2. For TPIEA:

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 email on confirmed transmission.

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

19.6 Authority of TPIEA in Charge

The TPIEA hereby authorize: Mr./Ms. _____ to act on their behalf in exercising all the TPIEA' 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 TPIEA _____ 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 hereof 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 SEVEREABILITY CLAUSE

If any provision of this Agreement shall be determined to be void 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 The TPIEA shall open site office at Rourkela, where at least one senior level executive and at least one associate technical expert will be posted for Successful completion of the assignment

19.11 This Agreement may be executed in any number of counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties hereto 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 AND ON BEHALF OF
[TPIEA]
By :
Authorized Representative

LIST OF APPENDICES

Duties of the TPIEA

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.

TPIEA' 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 TPIEA by the Owner.

Cost of services

- E - **Cost of services**

Letter of Award

DESCRIPTION OF THE SERVICES

TPIEA has to provide services as per scope of work and deliverables indicated in Bid invitation Letter of Bid Document/LoA, letter of the bidding; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc. which is required for the Successful completion of the assignment

Authorized /designated
Representative of Owner

Authorized /designated
Representative of TPIEA

REPORTING REQUIREMENTS

The Deliverables, Time Schedule and the Completion period will be as indicated below or as agreed from time to time:

S.No	Task	Deliverable	Time Schedule from the date of issuance of LoA
1	Inception Report	A report containing the approach & methodology for establishment of Baseline KPI for Rourkela City as per the scope of work	3 Weeks
2	Baseline KPIs Report	A detailed report containing the Baseline KPIs for Rourkela City as per the scope of work	3 Months

Authorized /designated
Representative of Owner

Authorized /designated
Representative of TPIEA

TPIEA'S KEY PERSONNEL

C-1 **List of key Personnel to be assigned to the assignment**

S. No.	Name	Designation	Educational Qualification	Period of Engagement in current Organization

Authorized /designated
Representative of Owner

Authorized /designated
Representative of TPIEA

DUTIES OF THE OWNER

Owner will provide all assistance to the TPIEA in facilitating the studies and surveys to be conducted at site.

Authorized /designated
Representative of Owner

Authorized /designated
Representative of TPIEA

COST OF SERVICES

(Reference Clause 8.1 of Contract)

Total cost of Consultancy Services for “**Appointment of Third Party Independent Evaluation Agency (TPIEA) to establish Baseline KPIs for implementation of Smart Grid in Rourkela City in State of Odisha**” complete in all respect as per scope of works and deliverables indicated in clause 1.0 and 2.0 respectively of Bid Invitation Letter and as per price quoted in the Financial Proposal and negotiation thereafter, if any, is a lump sum contract price of Rs. _____ (Rupees _____ Only). The lump sum contract price is inclusive of all taxes, duties etc. as applicable except GST on the date of submission of bids and no escalation shall be allowed for the same. GST shall be paid extra by PFCCCL at applicable rates against tax invoice.

Lump Sum Contract Price = Rs. _____
(Rupees _____)

Authorized /designated
Representative of Owner

Authorized /designated
Representative of TPIEA