



West Bengal State Electricity Distribution Company Ltd.

(A West Bengal Government Enterprise)

Office of the Chief Engineer (Project-II)

Vidyut Bhawan, 2nd Floor, 'B' Block
Block - DJ, Sector - II
Bidhannagar, Kolkata - 700 091

Tele-phone No: 2359 1972
Tele-fax No: 2359 1976
E-mail: ceprojii@wbsecl.in

Request for Proposal

“Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part (Excluding IT/OT Works) of “Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS)

(Time Based Contract)

[Signature]
19-12-2022
DCE, P-II

[Signature]
19/12/22
DCE (E), Project-II

[Signature]
19/12/22
AGM (EXM)
- Project-II

[Signature]
20.12.2022
ACB - Pr-II

Open E-Tender No. WBSEDCL/PROJECT-II/RDSS/22-23/01e Dated. 20.12.2022

(Single Stage Two-Envelope Bidding Process with e-Procurement)

Request for Proposal for
“Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part of (Excluding IT/OT Works) “Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS) Quality and Cost Based Selection (QCBS)

Key Dates

| | |
|--|---|
| Date of Release of RFP/ NIT | 20.12.2022. |
| Date & Time of Pre-bid Meeting | 29.12.2022 at 11:00 Hours (IST) |
| Date & Time of Opening of Technical Proposal/Bid | 18.01.2023 at 15:00 Hours (IST) |
| Earnest Money Deposit (EMD) | Not Applicable |
| Cost of Bid Document | Nil |
| Total Project Cost-Loss Reduction Works (Excluding IT/OT Works) | Rs. 7020.83 Cr. (Inclusive of GST) |

Regd. Office: [Vidyut Bhawan, 2nd Floor, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091,]

CIN: - U40109WB2007SGC113473

Tel (O) : 033-2359 1927/1971, 23197 252

Fax : (033) 2359 1976

Website: www.wbsedcl.in, Email: ceprojii@wbsedcl.in

RFP for “Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part of (Excluding IT/OT Works) “Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS)

SUMMARY

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Notice

This Section includes Request for Proposals.

Section 2: Eligibility Requirements

This Section contains information regarding specific eligibility requirements applicable for prospective consultants to be considered for further evaluation of their proposal.

Section 3: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Data Sheet” contains information specific to selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information. This Section provides information to help prospective consultants prepare their proposals. Information is also provided on the method of selection, qualification requirement, submission, opening and evaluation of proposals, contract discussions and award of contract.

Section 4: Technical Proposal – Forms

This Section includes the forms for Technical Proposal that are to be completed by the prospective consultants and submitted in accordance with the requirements of Section 3.

Section 5: Financial Proposal – Forms

This Section includes the financial forms that are to be completed by the prospective consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 3.

Section 6: Terms of Reference (TOR)

This Section describes the scope of services and tasks required to implement the assignment, and relevant background information, and lists the expected deliverables wherever applicable.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**Section 7: Standard Forms of Contract**

This Section includes standard contract forms. It includes General Conditions of Contract (“GCC”) and Special Conditions of Contract (“SCC”). The SCC include clauses specific to this contract to supplement the General Conditions.

PART III – NOTIFICATION OF AWARD**Section 8: Notification Award**

This Section includes the form used to notify Award of the Contract to the successful Consultant.

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PART I

SELECTION PROCEDURES AND REQUIREMENTS

SECTION – 1 : Request for Proposal Notice

“Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part of (Excluding IT/OT Works) “Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS).

PROCUREMENT NOTICE

(Single Stage Two-Envelope Bidding Process with e-Procurement)

NATIONAL OPEN COMPETITIVE PROCUREMENT

Contract Title: “Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part of (Excluding IT/OT Works) “Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS).

Request for Proposal (RFP) Notice Inviting Tender (NIT) No:

WBSEDCL/PROJECT-II/RDSS/22-23/01e

Issued on: 20.12.2022.

1. WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED invites online proposals for providing “Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part of (Excluding IT/OT Works) “Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS). Consultants are advised to note the clauses on Eligibility Requirements in Section-2 & Qualification Requirements and Evaluation Criteria in Section-3 of the RFP documents for evaluation of Proposals.
2. Bidding for selection of consultant will be conducted through national open competitive procurement.
3. The RFP document is available online on www.wbtenders.gov.in / www.wbsedcl.in from

RFP for “Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part of (Excluding IT/OT Works) “Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS)

20.12.22 to 16.01.23 free of cost. The prospective Consultant would be responsible for ensuring that any addenda/ corrigendum/ amendment available on the website is also downloaded and incorporated.

4. The bidding shall be conducted **under Single Stage Two-Envelope Bidding process with e-Procurement** as specified in Section 3.
5. Under the Single Stage Two-Envelope Bidding process, the Consultant shall not quote, disclose or submit its price in the Technical Proposal (First Envelope) or in any other manner, whatsoever, except as part of the Financial Proposal (Second Envelope). In case of any non-compliance in this regard, the Proposal shall be out-rightly / summarily rejected.
6. An incomplete and/or ambiguous and/or conditional Proposal and/or Proposal submitted late is liable to be ignored/ summarily rejected.
7. Proposal must be submitted online through the e-Procurement/ e-Tendering process specified in Section 3. Any Proposal or modifications to Proposal received outside the e-Procurement system will not be considered, unless otherwise specified in Section 3. DISCOM shall not be held liable for any delays due to e-Procurement/ e-Tendering system failure beyond its control.
8. Salient details pertaining to this RFP Notice including submission and opening of proposal, bid security, cost of documents, address for communication, etc., are given in the TABLE below.
9. If DISCOM office happens to be closed on the specified date of opening of the Proposals, the Proposals/ bids will be opened on the next working day at the same time and venue or as may be notified by DISCOM.
10. Other details can be seen in the RFP document.

TABLE- SALIENT DETAILS OF RFP NOTICE

| | |
|--|--|
| RFP/NIT No. | WBSEDCL/PROJECT-II/RDSS/22-23/01e Dt-20.12.2022. |
| Contract Title for the Procurement | “Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part of (Excluding IT/OT Works) “Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS) |
| Mode of Procurement/Bidding | Online |
| Date of Release of Request for Proposals | 20.12.2022. |
| Date & Time of Pre-Bid Meeting | 29.12.2022 at 11:00 Hours (IST) |
| Pre-Bid clarification upload date | 04.01.2023 |
| Last date of Proposal/Bid Submission | 16.01.2023 at 14:00 Hours (IST) |
| Date of Opening of Technical Proposals | 18.01.2023 at 15:00 Hours (IST) |
| Opening of Financial Proposals | To be intimated later on |
| Location of Submission/ Opening of Proposals, as applicable | Chief Engineer (Project-II) WBSEDCL Vidyut Bhawan, 2nd Floor, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091 Tel (O) : 033-2359 1927/1971, 23197 252 Fax : (033) 2359 1976 Website: www.wbstedcl.in, Email: ceprojii@wbstedcl.in |
| Type of Procurement | Consulting Services (PMA) |
| EMD/ Bid Security | Not Applicable |
| Performance Security | 3% of Estimated cost of Services under the Contract |
| Bid Validity period | 120 days from date of Opening of Technical Proposals |
| Time period for engagement of Consultant | The engagement shall be for a period of 4 (Four) years from the Effective Date of Contract with a provision for annual extension by additional 2 (two) year or completion of project/work, whichever is earlier. |
| Address for Correspondence | Chief Engineer (Project-II) WBSEDCL Vidyut Bhawan, 2nd Floor, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091 Tel (O) : 033-2359 1927/1971, 23197 252 Fax : (033) 2359 1976 Website: www.wbstedcl.in, Email: ceprojii@wbstedcl.in |
| Contact Details of e-Procurement/e-Tendering Support Team: | Chief Engineer (Project-II) WBSEDCL Vidyut Bhawan, 2nd Floor, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091 Tel (O) : 033-2359 1927/1971, 23197 252 Fax : (033) 2359 1976 Website: www.wbstedcl.in, Email: ceprojii@wbstedcl.in |

Section – 2: Eligibility Requirements

Technical Proposals shall be evaluated as per ITC 21, interalia, on the basis of their responsiveness to and Consultant's compliance with the Eligibility Requirements specified herein below:

1. Only professional Consultants, legally established in India to offer consulting services are eligible to bid (submit their Proposal in response to RFP). The Consultant should be a registered entity in India under the Companies Act, 1956, 2013 or LLP Act (*Self-Attested Copy of Certificate of Registration, documentary evidence of GST registration, Income Tax Registration Number (PAN) to be enclosed with Technical Proposal*).

2. Joint Ventures (JV) as defined in ITC 1(k), comprising not more than 2 (two) partners (referred to as JV partners or JV members), with each partner individually meeting the requirement specified in Clause 1 above, are also eligible to bid, provided that the bidding Joint Venture (also referred to as the Consultant):
 - (i) submits, in its Technical Proposal, a copy of the Joint Venture Agreement entered between them, with a specific provision included therein that the JV partners shall be jointly and severally liable for execution of the contract in accordance with the terms and conditions of the contract, and a statement to this effect is also included in the Technical Proposal Submission Form provided in **Section 4. Technical Proposal –Forms** of the RFP/ bidding documents;

 - (ii) submits, in its Technical Proposal, a Joint Deed of Undertaking (JDU) in favour of the DISCOM, as per the format provided in **Section 4. Technical Proposal –Forms** of the RFP/ bidding documents, signed by the JV partners, interalia, indicating therein the delineation of responsibilities of the JV partners in relation to the execution of the Contract; and

 - (iii) one of the JV partners, who is designated as the Lead Partner, is authorized to incur liabilities and receive instruction for and on behalf of any and all JV partners and the entire execution of the contract including receipt of payment shall be done exclusively through the lead Partner. This authorization shall be evidenced by submitting in Technical Part of its bid, a power of attorney in favour of the Lead Partner, signed by legally authorized signatories of all the JV partners, as per format provided in **Section 4. Technical Proposal –Forms** of the RFP/ bidding documents.

Section 2. Eligibility Requirements

No change in the structure / constitution of the Joint Venture shall be permitted at any stage till the entire time period of execution of the contract, including any extension thereto, and completion of assignments there under.

3. As an exception to the foregoing Clause 1 &2 above:

- a. **Sanctions:** Consultants, which includes any of the JV partners in case of bidding Joint Venture as per Clause 2 above, blacklisted by DISCOM or any of its subsidiary/ CPSEs or any of its subsidiary / Government of India/ Ministry of Power/ any Regulatory Authority or any Government entity, as on the date of submission of Proposal, are not eligible to bid.
- b. **Prohibitions:** Firms and individuals of a country or goods/ services manufactured/ produced in a country shall be ineligible if so indicated in this Section 2 and, if as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.
- c. **Restriction for Public Employees:** Serving Government officials and civil servants are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
 - (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Government.

4. To be eligible to bid, the Consultants must ensure compliance to the following, failing which they shall not be eligible:

Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

- 1. Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.*

Section 2. Eligibility Requirements

- II. *"Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.*
- III. *"Bidder from a country which shares a land border with India" for the purpose of this Order/ Rule means: -*
- a. *An entity incorporated, established, or registered in such a country; or*
 - b. *A subsidiary of an entity incorporated, established, or registered in such a country;*
- or*
- c. *An entity substantially controlled through entities incorporated, established, or registered in such a country; or*
 - d. *An entity whose beneficial owner is situated in such a country; or*
 - e. *An Indian (or other) agent of such an entity; or*
 - f. *A natural person who is a citizen of such a country; or*
 - g. *A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*
- IV. *The beneficial owner for the purpose of (iii) above will be as under:*

Section 2. Eligibility Requirements

1. *In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—*
 - a. *"Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;*
 - b. *"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*
 2. *In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen (15) percent of capital or profits of the partnership;*
 3. *In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen(15) percent of the property or capital or profits of such association or body of individuals;*
 4. *Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*
 5. *In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*
- V. *An Agent is a person employed to do any act for another, or to represent another in dealings with third person.*
- VI. *The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.*

Section – 3: Instructions to Consultants and Data Sheet

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Instructions to Consultants

A. General Provisions

1. Definitions

- (a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. **“Applicable Law”** means the laws and any other instruments having the force of law in India, as may be issued and in force from time to time.
- (b) **“DISCOM”** means West Bengal State Electricity Distribution Company Limited which signs the Contract for the Services with the selected Consultant and includes its various divisions/ offices, as briefly described in **Data Sheet**.
- (c) **“DISCOM Personnel”** is as defined in Clause GCC 1.1 (c).
- (d) **“Consultant”** means a legally-established professional consulting firm or an entity, including **“Joint Venture (JV)”** referred to in sub-clause 1(k), that may provide or provides the Services to DISCOM under the Contract.
- (e) **“Contract”** means a legally binding written agreement signed between DISCOM and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 3 that is used to reflect specific assignment issues and conditions to supplement the provisions of ITC.
- (g) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of DISCOM. It excludes DISCOM’s official public holidays.
- (h) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s) (if bidding by Joint Venture is permitted). **“Government”** means the government of India, State Government or Local Government as applicable.
- (i) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including that distributed or received through the electronic-procurement system used by DISCOM).
- (j) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and

where the members of the JV are jointly and severally liable to DISCOM for the performance of the Contract. Whether or not bidding by Joint Venture is permitted, is specified in **Data Sheet and in Section 2.**

- (l) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (m) **“ITC”** (this Section 3 of the RFP) means the Instructions to Consultants that, along with other Sections, provides the Consultants with all information needed to prepare their Proposals.
- (n) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) **“RFP”** means the Request for Proposals issued by DISCOM for the selection of Consultants. Bidding against the Request for Proposal shall be under Two Envelope Single Stage Bidding Process. The bidding process will be conducted with Electronic – Procurement System (e-Procurement/ e- Tendering/ e- Bidding System) as specified in **Data Sheet.**
- (q) **“Services”** means the work to be performed/ consulting services to be rendered by the Consultant pursuant to the Contract.
- (r) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to DISCOM for the whole performance of the Contract.
- (s) **“Terms of Reference (TORs)”** (Section 6 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of DISCOM and the Consultant, and expected results and deliverables of the assignment and/or the consulting services to be rendered.

2. Introduction

- 2.1 DISCOM, intends to select a consultant from those who submit their Proposal in response to the Request for Proposals (RFP), in accordance with the **method of selection** specified in the **Data Sheet.**
- 2.2 The Consultants are invited to submit their Proposal comprising a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the **Data Sheet.** The Proposal will be the basis for evaluation

and holding discussions, if required, and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local/field conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding DISCOM's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to DISCOM any situation of actual or potential conflict that impacts its capacity to serve the best interest of its DISCOM. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by DISCOM.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by DISCOM to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for DISCOM.

c. Conflicting Relationships

(iii) Relationship with DISCOM's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of DISCOM or its subsidiaries/ affiliates who are directly or indirectly involved in any part of (i) the

preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to DISCOM throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, DISCOM has made available to all Consultants together with this RFP all information available with it in that respect.

5. Fraud and Corruption

5.1 DISCOM requires compliance with the Anti-Corruption Guidelines/ Laws in force of the relevant Government/ its instrumentalities/ DISCOM.

6. Eligibility and Qualification Requirements

(a) Eligibility Requirements

6.1 The eligibility requirements for submission of Proposals against the RFP are given in **Section 2**. Proposals, if any, from consultants not complying with the same shall be outrightly rejected and shall not be considered for evaluation. Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements wherever applicable.

(b) Qualification Requirements

6.2 The Qualification Requirements for Consultants are given in **Data Sheet**. Proposals submitted by the Consultants shall be evaluated to ascertain their compliance with Qualification Requirements, based on the details/ information/ documentary evidence pertaining to the same to be submitted in the Technical Proposal, as specified in ITC. A Proposal shall be rejected if the Consultant submitting the Proposal, fails to meet the Qualification Requirements. Proposals submitted by those Consultants who meet the Qualification Requirement shall be shortlisted for further evaluation of their Proposal

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and DISCOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. DISCOM is not Bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents Relating to the Proposal exchanged between the Consultant and DISCOM, shall be written in English language.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall submit duly signed Integrity Pact with its Technical Proposal, interalia, to observe, in competing for and executing a contract, laws in force in India against fraud and corruption (including bribery).
- 11. Only One Proposal**
- 11.1 The Consultant (including any individual members of Joint Venture, if Proposal from Joint Venture is permitted as per Clause ITC 6.1 and Section 2) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member (Lead or other than Lead member), submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-Consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity & Bid Securing Declaration**
- 12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by DISCOM in accordance with ITC 13.1.1.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. The Consultant shall, accordingly, submit a **Bid Securing Declaration** along with its Technical Proposal, if so specified in the **Data Sheet**. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions by DISCOM.

- a. Extension of Proposal Validity**
- 12.3 DISCOM will make its best effort to complete the discussions if required, and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, DISCOM may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.4 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.6.
- 12.5 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 12.6 If any of the Key Expert becomes unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to DISCOM together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert, and on applying the evaluation criteria, sub-criteria and point system mentioned in ITC 21.1 (d) in the Data Sheet, as applicable for that category of Key Expert, the substitute Key Expert must secure, technical evaluation score equal to or better than that of the original Key Expert and must be acceptable to DISCOM. The technical evaluation score to be considered for evaluation of the Proposal, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.7 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if substitute Key Expert or the provided reasons for the replacement or justification are unacceptable to DISCOM, such Proposal will be rejected.
- c. Sub-Contracting**
- 12.8 Subcontracting shall not be allowed. However, for some specialized services, PMA may subcontract part of the services, valued at not more than 25% of the value of the contract, with prior written permission of DISCOM.
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to DISCOM's address indicated in the **Data Sheet**. DISCOM will respond in writing, or by standard electronic means, including posting it on website. Should DISCOM deem it

necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, DISCOM may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment will be binding on all the Consultants who submit their Proposal.

13.1.2 If the amendment is substantial, DISCOM may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 DISCOM may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month)

14.1.2 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Forms provided in Section 4 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Forms provided in Section 5 of the RFP. The remuneration rates and charges for the Experts shall be quoted as indicated in the **Data Sheet**.

16.2 The remuneration rates and charges shall be inclusive of all costs and shall inter alia cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Key- Experts/ non-Key Experts, if any, identified separately in Section 5 and Section 6, as well as factors for social charges/ allowances and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads but shall be considered inclusive in profit), (ii) the cost of backstopping by home office staff and/ or any non-Key Experts, if any, other than those identified separately in Section 5 and Section 6 , (iii) the Consultant's profit, (iv) all taxes, duties and levies whatsoever except those reimbursable/ payable by DISCOM as per ITC 16.4, and (v) any other items as may be applicable but excluding reimbursable expenses as indicated in the **Data Sheet**.

a. Price Adjustment

16.3 For the assignment, a price adjustment provision for inflation for remuneration applies if so stated in the **Data Sheet**.

b. Taxes

16.4 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Only those taxes and duties, as specified in the **Data Sheet** shall be reimbursed/ paid by DISCOM as per actuals.

c. Currency of Proposal

Consultant is required to express the price for its Services in Indian Rupee only, failing which the proposal is liable to be rejected.

d. Currency of Payment

16.6 Payment under the Contract shall be made in the currency or currencies of the Proposal.

16.5 The

C. Submission, Opening and Evaluation**17. Submission of Proposals**

17.1 The Consultant shall submit a digitally signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal) through the e-Procurement/ e- Tendering system except if and to the extent otherwise specified in the **Data Sheet**. The electronic submission procedure specified in the RFP Notice and **Data Sheet** shall be applicable.

- 17.2 An authorized representative of the Consultant shall digitally sign the submissions in the required format for both the Technical Proposal and the Financial Proposal to be submitted through the e-Procurement/ e- Tendering system. Documents, as listed below of Data Sheet to be submitted in hard copy **within three working days of the last date of bid submission** shall be duly signed by the authorized representative. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
Hard copy submission list-(i) **Section 4. Technical Proposal-Forms:** TECH-1, TECH-2, TECH-3, TECH-4 and TECH-5 along with enclosures (ii) **Section 5. Financial Proposal-Form:** FIN-1.
- 17.3 A Proposal submitted by a Joint Venture, if permitted as per Clause ITC 6.1 and Section 2, shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal as per ITC 17.1 and 17.2 above.
- 17.5 The deadline for submission and receipt of Proposals through the e-Procurement / e- Tendering system is indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by DISCOM after the deadline through any means or medium, whatsoever, shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact DISCOM on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process.

18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly DISCOM in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject sanctions.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact DISCOM on any matter related to the selection process, it shall do so only in writing. However, DISCOM is not bound to respond if it considers the same inappropriate.

19. Opening of Technical Proposals

19.1 DISCOM's evaluation committee shall conduct the electronic opening of the Technical Proposals submitted and received through the e-Procurement/ e-Tendering system, in the presence of the Consultants' authorized representatives who choose to attend the online opening. The opening date, time and the address are stated in the **Data Sheet**. The Financial Proposal shall remain unopened in the e-Procurement/ e-Tendering system securely, until they are opened in accordance with ITC 22.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) any modifications to the Proposal submitted through the e-Procurement/ e-Tendering system prior to proposal submission deadline; and (iii) any other information deemed appropriate.

20. Proposals Evaluation

20.1 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, DISCOM will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals including any response to clarifications sought by DISCOM which does not alter the substance of the Proposal or the price.

21. Evaluation of Technical Proposals

21.1 DISCOM evaluation committee shall evaluate the Technical Proposals for determining:

- a) Consultant's compliance to the Eligibility Requirements specified in Section 2;
- b) Consultant meeting the Qualification Requirements specified in ITC 6.2 in Data Sheet;
- c) Proposal's responsiveness to the Terms of Reference and the RFP; and
- d) Technical Score/ Marks secured in respect of and on the basis of the Technical Proposal applying the evaluation criteria, sub-criteria, and point system, in accordance with and as specified in the Data **Sheet** for the method of selection specified in ITC 2.1.

At this stage, a Proposal shall be rejected if the determination on any of one the aspects listed in (a), (b) or (c) above is not in the affirmative. Further, in respect of (d) above, each responsive Proposal will be given a technical score and if it fails to secure at least the qualifying Technical Score specified the Data **Sheet**, it will be rejected at this stage.

22. Public Opening of Financial Proposals

22.1 After the technical evaluation is completed pursuant to ITC 21.1, and approved by the competent authority, DISCOM may at its discretion and specific written request of the consultant and on case to case basis notify the Consultants whose Proposals were considered non-responsive to the

RFP and TOR or, did not comply with the Eligibility Requirement or, did not meet the Qualification Requirement and/ or, did not secure at least the qualifying Technical Score, as applicable, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or, did not comply with the Eligibility Requirement or, did not meet the Qualification Requirement and/ or, did not secure at least the qualifying technical score, as applicable; and/or;
- (ii) provide, if so requested by such Consultants, information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; and/or
- (iii) their Financial Proposals will be archived in the e-Procurement/ e-Tendering system unopened, after completing the selection process and Contract signing.

22.2 DISCOM may at its discretion and on receipt of specific written request from the consultant on case to case basis, simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR and, compliant with the Eligibility Requirement and, meeting the Qualification Requirement and, secured at least the qualifying Technical Score, as applicable, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and compliant with the Eligibility Requirement and, met the Qualification Requirement and, secured at least the qualifying Technical Score, as applicable; and/or
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; and/or
- (iii) their Financial Proposal will be opened through the e-Procurement/ e-Tendering system at the public opening of Financial Proposals; and/or
- (iv) notify them electronically through e- Procurement/ e-Tendering system and/ or through e-mail, of the date, time and location of the public opening and invite them to be present for the opening of the Financial Proposals at their option.

22.3 The Financial Proposals opening date shall be no less than two (2) Business Days from the date of notification referred to in ITC 22.1 and 22.2.

22.4 The Consultant's attendance at the opening of the Financial Proposals in person is optional and is at the Consultant's choice. The opening will be conducted online through the e-Procurement/ e-Tendering system.

22.5 The Financial Proposals shall be opened publicly by DISCOM's evaluation committee. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals shall be then opened, and the total prices read aloud and recorded.

23. Correction of Errors

23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed and deemed to be included in the quoted prices, including the applicable taxes, duties and levies, etc., and no corrections will be made to the Financial Proposal. Further all the items in the Financial Proposal shall be quoted failing which the financial proposal is liable to be summarily rejected and not considered in evaluation.

23.1.1 In case any arithmetical computation is involved, DISCOM's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the RFP/Technical and Financial Proposals in indicating quantities of input, the Technical Proposal and the provisions of ITC 14.1.2 prevails and DISCOM 's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the RFP/Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

23.1.2 The total proposal price exclusive of taxes and duties reimbursable/ payable by DISCOM as per ITC 24, shall be considered as the offered price.

23.1.3 Where there is a discrepancy between the amount in words and the amount in figures, the amount in words shall prevail.

24. Taxes

24.1 For the purpose of evaluation of financial proposals, consideration or otherwise of the taxes and duties reimbursable/ payable by DISCOM to the Consultant as per

ITC 16.4 shall be as indicated and in accordance with the **Data Sheet**.

25. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

25.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions specified in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for discussions, if required.

D. Discussions and Award of Contract

26. Discussions

26.1 The discussions, if required, will be held at the date and at the address to be communicated by DISCOM, with the Consultant's representative(s) who must have written power of attorney to hold discussions and negotiation of prices, if so decided by DISCOM, and sign a Contract on behalf of the Consultant.

26.2 The discussions shall be duly placed on record in the form of minutes to be prepared by DISCOM and signed by DISCOM and the Consultant's authorized representative, or in any other appropriate manner as may be decided by DISCOM.

a. Availability of Key Experts

26.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the discussions, or, if applicable, a replacement in accordance with ITC 12.6. Failure to confirm the Key Experts availability may result in the rejection of the Consultant's Proposal and would constitute sufficient grounds for further action as per the Bid Securing Declaration.

26.4 Notwithstanding the above, the substitution of Key Experts at the discussions may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified by DISCOM, who shall have equivalent or better qualifications and experience than the original candidate, and on applying the evaluation criteria and sub-criteria and point system mentioned in ITC 21.1 (d) in the Data Sheet, as applicable for that category of Key Expert, the substitute Key Expert must secure technical evaluation score equal to or better than that of the original Key Expert as specified in ITC 12.6.

- b. Technical Discussions** 26.5 The discussions shall be in respect of the Terms of Reference (TORs), the proposed methodology, DISCOM's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- c. Financial Discussions** 26.6 The discussions shall be in respect of tax reimbursable/payable by DISCOM as specified in Data Sheet and how it should be reflected in the Contract.
- 26.7 As the selection method includes cost as a factor in the evaluation, the total price as per the Financial Proposal may require to be reviewed during Contract discussions, if necessitated.
- 27. Conclusion of Discussions** 27.1 The discussions are concluded with a review of the finalized draft Contract, which then shall be initialed by DISCOM and the Consultant's authorized representative.
- 28. Notification of Award** 28.1 DISCOM shall, send a notification of award to the successful Consultant prior to the expiry date of the Proposal validity, confirming award of the Contract to the successful Consultant and requesting the successful Consultant to sign and return the Contract finalized after Contract discussions, within seven (7) Business Days from the date of receipt of such notification.
- 28.2 The Notification of Award shall constitute the acceptance of the Consultant's Proposal read in conjunction with Contract discussions, if any.
- 29. Signing of Contract and Contract Performance Security** 29.1 The Contract shall be signed preferably prior to the expiry date of the Proposal validity and promptly after issuance of Notice of Award of Contract.
- 29.1.1 In case the selected Consultant is a Joint Venture/, if permitted as per Clause ITC 6.1 and Section 2, the Contract shall be signed by all the JV partners/members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 29.2 The Consultant is expected to commence the Services related to the assignment on the date specified in the **Data Sheet** along with the time period for the engagement.

- 29.3 The Consultant shall furnish a Contract Performance Security if so specified in the **Data Sheet**.
- 29.4 Failure of the Consultant to act on the requirements of ITC 29.1, 29.2 and 29.3 shall constitute sufficient grounds for the annulment of the award of Contract and for further action as per the Bid Securing Declaration.

E. Data Sheet

| ITC Reference | A. General |
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| 1 (c) | <p>The erstwhile WBSEB was bifurcated to WBSEDCL & WBSETCL on 01.04.2007. WBSEDCL is the major shareholder of the distribution network in the state of West Bengal covering 96% of the total geographical area of the state from that time period. WBSEDCL is also involved in generation of Hydel Power through 9 nos of Hydel Generating Plant located in Darjeeling District of West Bengal. After successful implementation of Purulia Pumped Storage Project in 10th Plan period with a capacity of 900 MW hydel power, the Company has taken up the ambitious plan of implementing Turga Pumped Storage Project in the 13th Plan period with installed capacity of 4 x 250 MW.</p> <p>With increasing load growth, WBSEDCL has improved its operational parameters by heavily investing in power distribution infrastructure through own fund as well as funding received from various Central Government Schemes as well as from multilateral funding agencies (World Bank, ADB etc.).</p> |
| 1 (k) | Bidding/ Proposal by/ from Joint Venture comprising not more than 2 (two) partners (referred to as JV partners of JV members), is permitted. |
| 1 (p) | <p>Bidding against RFP shall be conducted through/ with Electronic –Procurement (e- Procurement/ e- Tendering) System.</p> <p>DISCOM shall use the following Electronic-Procurement system to manage this Request for Proposal (RFP) process:</p> <p>Web Name of the Electronic- Procurement system of DISCOM- www.wbtenders.gov.in / www.wbsedcl.in</p> <p>The electronic-procurement system shall be used to manage the following part of the RFP process:</p> <p><i>[e.g. issuing RFP, corrigendum/ addendums, submissions of Proposals, opening of Proposals etc.]</i></p> <p>To aid and facilitate the Consultants on e-Procurement/ e-Tendering process a detailed manual on the same titled Bidder Help Manual for e-Bidding has been provided annexed to the Data Sheet as Annexure I (Data Sheet). The same may be utilized by the Consultants.</p> |
| 2.1 | Method of selection that shall apply for selecting a Consultant from those who submit their Proposal in response to the RFP, is: Quality and Cost Based Selection (QCBS). |

Section 3. Instructions to Consultant and Data Sheet

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| 2.2 | The name of the assignment is: “Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part (Excluding IT/OT Works) of “Revamped Reforms-Linked Results-Based Distribution SectorScheme” (RDSS) |
| 2.3 | <p>A pre-Bid discussion will be held.</p> <p>Date of pre- Bid discussion: 29.12.2022.</p> <p>Time: 11:00 Hours (IST)</p> <p>Address: Chief Engineer (Project-II) WBSEDCL Vidyut Bhawan, 2nd Floor, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091 Tel (O) : 033-2359 1927/1971, 23197 252 Fax : (033) 2359 1976 Website: www.wbsedcl.in, Email: ceproji@wbsedcl.in Contact person/conference coordinator: Chief Engineer (Project-II)</p> |
| 6.2 | <p>The Qualification Requirements to be met by the Consultant for consideration of their Proposal in response to the RFP, are annexed to the Data Sheet as Annexure II (Data Sheet).</p> |
| <p>B. Preparation of Proposals</p> | |

Section 3. Instructions to Consultant and Data Sheet

| 10.1 | <p>The Proposal shall comprise the following:</p> <p>Technical Proposal:</p> <table border="0"> <thead> <tr> <th style="text-align: center;">FORM</th> <th style="text-align: center;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">TECH-1</td> <td> <p>Technical Proposal Submission Form. { <i>enclose Power of Attorney of the Bid/ Proposal Signatory, in case of JV bidder – JV Agreement, Joint Deed of Undertaking and Power of Attorney in favour of Lead Partner, Bid/ Proposal Securing Declaration, Integrity Pact and Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements as Attachments to this Form</i>}</p> <p>Note: In the case of a Joint Venture, several power of attorney are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the the lead member to represent all JV members</p> </td> </tr> <tr> <td style="vertical-align: top;">TECH-2</td> <td>Consultant's Organization</td> </tr> <tr> <td style="vertical-align: top;">TECH-3</td> <td>Compliance Status of Qualification Requirement</td> </tr> <tr> <td style="vertical-align: top;">TECH-4</td> <td>Consultant's Experience</td> </tr> <tr> <td style="vertical-align: top;">TECH-5</td> <td>Team Composition/ Structure, Experts Time- Inputs, and attached Curriculum Vitae (CV) with recent passport size photograph and Aadhar No.</td> </tr> </tbody> </table> <p>AND</p> <p>Financial Proposal:</p> <table border="0"> <tbody> <tr> <td style="vertical-align: top;">(i)</td> <td style="vertical-align: top;">Form FIN-1</td> <td style="vertical-align: top;">Financial Proposal Submission Form</td> </tr> <tr> <td style="vertical-align: top;">(ii)</td> <td style="vertical-align: top;">Form FIN-2</td> <td style="vertical-align: top;">Summary of Costs</td> </tr> <tr> <td style="vertical-align: top;">(iii)</td> <td style="vertical-align: top;">Form FIN-3</td> <td style="vertical-align: top;">Breakdown of Remuneration</td> </tr> </tbody> </table> | FORM | DESCRIPTION | TECH-1 | <p>Technical Proposal Submission Form. { <i>enclose Power of Attorney of the Bid/ Proposal Signatory, in case of JV bidder – JV Agreement, Joint Deed of Undertaking and Power of Attorney in favour of Lead Partner, Bid/ Proposal Securing Declaration, Integrity Pact and Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements as Attachments to this Form</i>}</p> <p>Note: In the case of a Joint Venture, several power of attorney are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the the lead member to represent all JV members</p> | TECH-2 | Consultant's Organization | TECH-3 | Compliance Status of Qualification Requirement | TECH-4 | Consultant's Experience | TECH-5 | Team Composition/ Structure, Experts Time- Inputs, and attached Curriculum Vitae (CV) with recent passport size photograph and Aadhar No. | (i) | Form FIN-1 | Financial Proposal Submission Form | (ii) | Form FIN-2 | Summary of Costs | (iii) | Form FIN-3 | Breakdown of Remuneration |
|--------|--|------------------------------------|-------------|--------|--|--------|---------------------------|--------|--|--------|-------------------------|--------|---|-----|------------|------------------------------------|------|------------|------------------|-------|------------|---------------------------|
| FORM | DESCRIPTION | | | | | | | | | | | | | | | | | | | | | |
| TECH-1 | <p>Technical Proposal Submission Form. { <i>enclose Power of Attorney of the Bid/ Proposal Signatory, in case of JV bidder – JV Agreement, Joint Deed of Undertaking and Power of Attorney in favour of Lead Partner, Bid/ Proposal Securing Declaration, Integrity Pact and Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements as Attachments to this Form</i>}</p> <p>Note: In the case of a Joint Venture, several power of attorney are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the the lead member to represent all JV members</p> | | | | | | | | | | | | | | | | | | | | | |
| TECH-2 | Consultant's Organization | | | | | | | | | | | | | | | | | | | | | |
| TECH-3 | Compliance Status of Qualification Requirement | | | | | | | | | | | | | | | | | | | | | |
| TECH-4 | Consultant's Experience | | | | | | | | | | | | | | | | | | | | | |
| TECH-5 | Team Composition/ Structure, Experts Time- Inputs, and attached Curriculum Vitae (CV) with recent passport size photograph and Aadhar No. | | | | | | | | | | | | | | | | | | | | | |
| (i) | Form FIN-1 | Financial Proposal Submission Form | | | | | | | | | | | | | | | | | | | | |
| (ii) | Form FIN-2 | Summary of Costs | | | | | | | | | | | | | | | | | | | | |
| (iii) | Form FIN-3 | Breakdown of Remuneration | | | | | | | | | | | | | | | | | | | | |
| 10.2 | Integrity Pact is required to be submitted with the Technical Proposal, duly signed in the format as per Section 4. Technical Proposal – Forms. | | | | | | | | | | | | | | | | | | | | | |
| 11.1 | Participation of Experts in more than one Proposal is not permissible. | | | | | | | | | | | | | | | | | | | | | |
| 12.1 | Proposals shall be valid until 120 days after the date of opening of Technical Proposal specified in ITC 19.1 as extended from time to time. | | | | | | | | | | | | | | | | | | | | | |

Section 3. Instructions to Consultant and Data Sheet

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| 12.2 | Bid Securing Declaration is required to be submitted with the Technical Proposal, as per the format given in Section 4. Technical Proposal – Forms. |
| 12.8 | The Consultant may subcontract part of the Services, only with prior written permission of DISCOM. |
| 13.1 | Clarifications may be requested no later than 10 days prior to the proposal submission deadline. Chief Engineer (Project-II) WBSEDCL, Vidyut Bhawan, 2nd Floor, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091 Tel (O) : 033-2359 1927/1971, 23197 252 Fax : (033) 2359 1976 Website: www.wbsedcl.in, Email: ceprojii@wbsedcl.in |
| 14.1.1 | The estimated time-input of the Experts during the currency of the Contract, for the purpose of evaluation of Proposals and award of Contract is given in Section 6 -Terms of Reference (TOR). |
| 14.1.2 | The Consultant’s Proposal must include at least the same estimated Experts’ time-input stated in 14.1.1 above. For the evaluation and comparison of Proposals only: if a Proposal includes less than the estimated Key Experts’ time-input, the missing time-input (expressed in man-month) is calculated as follows: The missing time-input is multiplied by the remuneration rate for the concerned category of Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the <u>estimated</u> Key Experts’ time-input will not be adjusted. In case the Proposal omits any category of Key Experts such proposal will be deemed to be non-responsive and will not be considered further. |

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| 15.1 | The Technical Proposal shall interalia comprise the forms and documents as per ITC 10.1 and as referred to in Section.4 Technical Proposal - Forms. |
| 16.1 | The quoted unit remuneration rates and charges for all the Experts shall be on man-month basis. Month shall mean a Calendar Month and shall include all the Business Days in the Calendar Month. However, remuneration applicable for part of a Calendar month for the purpose of the Contract, shall be arrived at by dividing the man-month remuneration rate by 22 and multiplying it by the number of Business Days in part of that Calendar month. |
| 16.2 | <p>Quoted person-month unit remuneration rates shall be inclusive of all costs and expenses that the Consultant may incur in providing and deploying the Key Experts and Non-Key Experts for rendering the Services under the Contract, except the taxes, duties and levies reimbursable/ payable by DISCOM as per ITC 16.4 and the travel expenses including boarding and lodging towards visits of the Key and Non-Key Experts outside the West Bengal, at the request of DISCOM, for any purpose relevant to and in connection with the assignment, if conveyance, lodging, boarding etc., as the case maybe is not provided by the DISCOM. However, no reimbursement shall be provided for local travel of Non-Key Experts posted in the field.</p> <p>All such travel would be only as per prior approval of DISCOM. Expenses for such travel will be reimbursed by DISCOM including boarding, lodging, local and other travel, as per eligibility of DISCOM officials as below:</p> <ol style="list-style-type: none"> 1.Team Leader: eligibility of Superintending Engineer 2. Distribution Expert, MIS/IT Expert, Material Quality Expert, Contract Management Expert : Eligibility of Executive Engineer 3. Finance Expert : Assistant Engineer |
| 16.3 | <p>A price adjustment provision applies to remuneration, as per the following :</p> <p>Remuneration (per person-month charges for Experts) paid in Indian Rupee pursuant to the rates set forth in Contract shall be adjusted every 12 months (and, for the first time, with effect from the remuneration earned in 12th months after the calendar month of the deadline for submission and receipt of Proposals through the e-Procurement system as per ITC 17.4 including any extensions thereto), by applying the following formula:</p> $R_t = R_{t_0} \times \left[\frac{I_t}{I_{t_0}} \right]$ |

| | |
|--|--|
| | <p>where</p> <p>R_i is the adjusted remuneration;</p> <p>R_o is the remuneration payable on the basis of the remuneration rates as per the Contract in Indian Rupee;</p> <p>I_i is the average of the All India All Groups Consumer Price Indices (Urban) published by Ministry of Statistics and Program Implementation, Government of India for the 12 month period preceding the month from which the adjustment is to have effect as aforesaid; and</p> <p>I_o is the All India All Groups Consumer Price Indices (Urban) published by Ministry of Statistics and Program Implementation, Government of India for the month immediately preceding the month of the deadline for submission and receipt of Proposals through the e-Procurement system as per ITC 17.4 including any extensions thereto.</p> |
| 16.4 | <p>Only GST applicable in India, on the DISCOM consulting services provided by the Consultant under the Contract shall be paid/ reimbursed by DISCOM against requisite documents as per actuals.</p> <p>Other than the GST, as stated above, no reimbursement/ payment of any other taxes, duties or levies will be done by DISCOM under any circumstances.</p> |
| C. Submission, Opening and Evaluation | |
| 17.1 | The Consultants shall submit their Proposals electronically only as per the procedure for e- Procurement specified in RFP Notice and ITC 1(p). |
| 17.2 | No documents required except mentioned in ITC17.2 forming part of the Proposal are required to be submitted in hard copy. |
| 17.4 | <p>The deadline for submission and receipt of Proposals through the e-Procurement system is :</p> <p>Date: 16.01.2023</p> <p>Time: 14:00 Hours (IST)</p> |

| | |
|----------|--|
| 19.1 | <p>The Technical Proposals shall be opened online only The opening shall take place at: Chief Engineer (Project-II) WBSEDCL, Vidyut Bhawan, 2nd Floor, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091 Tel (O) : 033-2359 1927/1971, 23197 252 Fax : (033) 2359 1976 Website: www.wbsedcl.in, Email:ceproji@wbsedcl.in Date: 18.01.2023 Time: 15:00 Hours (IST)</p> |
| 21.1 (d) | <p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals, along with the qualifying Technical Score, are annexed to the Data Sheet as Annexure III (Data Sheet).</p> |
| 24.1 | <p>The price quoted by the Consultant shall be inclusive of all applicable taxes and duties except GST applicable in India on the services to be rendered/ provided under the Contract, which will be payable/ reimbursable by DISCOM based on documents as indicated in ITC 16.4. For the purpose of the evaluation, DISCOM will, exclude the GST.</p> |
| 25.1 | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest evaluated price, and “F” the evaluated price of the proposal under consideration.</p> <p>The evaluated price of each of the Financial Proposals shall be the price arrived at as per ITC 23 and 24.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 70 and P = 30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p> |

| | D. Discussions and Award of Contract |
|------|---|
| 29.2 | <p>Expected date for the commencement of the Services: Within the validity period.</p> <p>Time period for engagement: The engagement of the Consultant under the Contract shall be for a period of 4 (Four) years from the date of signing of the Contract with a provision for annual extension for 2 years or till completion of the project/work, whichever is earlier</p> <p>Contract Performance Security (CPG): Within twenty eight (28) days of the signing of the Contract, the successful Consultant (in case of successful Consultant being a Joint Venture, if permitted as per ITC 6.1 and Section 2, the Lead Partner on behalf of the JV or all the JV partners jointly) shall furnish CPG for an amount equal to 3% of estimated cost of Services under the Contract, in the form of Bank Guarantee in accordance with the Conditions of Contract, using the Form annexed therewith. Failure of the successful Consultant to comply with this requirements shall constitute sufficient grounds for the annulment of the award of Contract and further action as per the Bid Securing Declaration.</p> |

Annexure I (Data Sheet)

Bidder Help Manual for E-Bidding

Guideline for e-Tendering : Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.

Registration of bidder : Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <https://wbtenders.gov.in>. Bidder has to log into the portal giving user id / password chosen during enrollment.

Digital Signature certificate (DSC) : Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders. DSC is given as a USB e-Token. After obtaining the Class-II or Class-III Digital Signature Certificate (DSC) from approved Certifying Authority they are required to register the fact of processing the Digital Signature Certificates through the registration system available in the website. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated. The e-token that is registered should be used by the bidder and should not be misused by others.

Downloading of Bid : The bidder can search and download NIT & Tender Documents electronically from the <https://wbtenders.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents

Submission of Bid: Bids shall be submitted as under:

1. Tenders are to be submitted online through the website <https://wbtenders.gov.in> only and no other mode of submission of bid will be accepted. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

2. The bidder needs to download the Forms / Annexure, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid

3. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender

4. Technical Proposal:

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in three covers (folders).

Folder-1 : NIT& any Corrigendum & Scanned copy of Bank Guarantee (BG) towards Bid Security as prescribed in NIT along with under takings and also original Bid proposal are to be submitted in details in folder-1.

Folder-2: Credentials and documents must be filled & submitted in folder-2

5. Financial Proposal:

The financial proposal should contain the following documents in one cover (folder) named as Financial Proposal Folder. A pro-forma is enclosed as Annexure-VI for reference; please do not quote in the pro-forma.

6. Bill of Quantities(BOQ):

The bidder is to quote the Price online through computer in the space marked for quoting Price in the BOQ for each respective zone

7. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

8. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

9. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

ASSISTANCE TO BIDDERS:

- There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in

Section 3. Instructions to Consultant and Data Sheet

this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

- Bidders are requested to visit e-procurement portal, The details and relevant links are available in the Bidders Manual Kit on the right pane of website which is furnished here:-

| SL.NO | Particulars | Downloads |
|-------|---|--|
| 1. | Notice to Bidders for e-Bid Submission | notice_to_bidders_v906.pdf |
| 2. | Registration of Bidders | Bidder_Registration_Manual_Updated_v906.pdf |
| 3. | Bidders Manual for Tender Cum Auction | Instructions to Bidders for Tender Cum Auction 18_06_2021.pdf |
| 4. | Uploading of My Documents | MyDocument_Updated_v906.pdf |
| 5. | Online e-Bid Submission | Four cover bid submission new v906.pdf Two cover bid submission new v906.pdf Single Cover bid submission New v906.pdf Three Cover Bid Submission New v906.pdf |
| 6. | Online Bid Withdrawal | bid withdrawal updated v906.pdf |
| 7. | Online Bid Re-submission | Bid Resubmission Updated v906.pdf |
| 8. | Clarifications (Tender Status, My Archive...) | Enquiry Updated v906.pdf |
| 9. | BOQ Preparation Guidelines | ItemRate BOQ Updated v906.pdf Percentage BOQ Updated v906.pdf ItemWise BOQ New v906.pdf |

Annexure-II (Data Sheet)**Qualification Requirements for Consultants (also referred to herein as Bidders)**

Technical Proposals shall be evaluated as per ITC 21, inter alia, on the basis of their responsiveness to and Consultant's meeting the Qualification Requirements specified herein below:

| Sr. No. | Requirement | Documentary proof to be submitted |
|----------------|---|--|
| 1. | <p>The bidder should have a minimum average annual turnover of Rs. 70 Crore (Rupees Seventy Crore) in consultancy businesses from its Indian operation during the last three (3) financial years namely, FY 2021-22, 2020-21, and FY 2019-20.</p> <p>(If audited annual accounts for FY-2021-22 are not available, provide accounts for FY 2020-21, FY 2019-20 and 2018-19).</p> <p>In case of JV, each partner shall meet at least 25% of the criteria individually and collectively meet the overall criteria.</p> | <p>Enclose self-attested copy of audited Financial Statements / annual accounts for the last Three Financial Years with the Technical Proposal</p> <p>CA certificate clearly specifying the segment-wise turnover.</p> |
| 2. | <p>The Bidder should have a positive Net-Worth from its Indian operations separately during the last three (3) financial years namely, FY 2021-22, 2020-21, and FY 2019-20. (If audited annual accounts for FY-2021-22 are not available, provide accounts for FY 2020-21, FY 2019-20 and 2018-19).</p> <p>In case of JV, each partner shall meet the criteria individually.</p> | <p>Enclose self-attested copy of audited Financial Statements / Annual Accounts for the last Three Financial Years with the Technical Proposal</p> |
| 3. | <p>The Bidder should have experience as Project Management Consultants/Project Management Agency/Quality Monitoring or any consultancy work of state or central government PSUs/Corporation / Discoms for power distribution works in India.</p> <p>The average annual value of such services in the last 5 years (2017-18 to 2021-22) should be at least Rs. 10 crore for completed or ongoing projects.</p> <p>In case of JV, each partner shall have average annual value of such services of at least Rs. 3 crore individually and collectively meet the overall criteria of at least Rs. 10 crore.</p> | <p>Enclose work order.</p> |

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| 4. | <p>Bid Capacity: The Bid capacity clause is to be mandatorily incorporated in all the bids to be floated/submitted for appointment of PMA in line with REC letter no- REC/PMD/RDSS/2022-23/299 dated 20.10.2022.</p> <p>For Other than special category states: Bidder cannot be awarded as PMA for Distribution Infrastructure works if bidder has already been awarded 4 or more contracts for PMA for Distribution Infrastructure works of DISCOMs falling under other than special category states under RDSS</p> <p>Note:</p> <ol style="list-style-type: none"> 1. For counting the no. of awards, agencies awarded PMA of Distribution Infrastructure works (may or may not include smart metering works) will be considered. PMA appointed for smart metering works separately will not be counted. 2. If the work is awarded to a JV /consortium then award will be considered for only the lead member of the consortium/JV and not the minor member for the purpose of counting the no. of contracts awarded. 3. In case of JV /consortium, each member of the JV/consortium should qualify the above criteria individually for being eligible to bid. | <p>Documentary proof in the form of undertaking in format provided at Annexure-H needs to be submitted by the bidder at the time of bid submission.</p> |
|----|--|---|

An undertaking on Letter Head to be submitted that the PMA appointed for Project Management services for this project shall not be eligible to participate in the tenders floated for appointment of turnkey contractor for this project.

Annexure-III (Data Sheet)

Evaluation criteria, sub-criteria, and point system for evaluation of Technical Proposal

Technical Proposals shall be evaluated as per ITC 21, inter alia, for giving a technical score applying the evaluation criteria, sub-criteria and point system and if it fails to secure at least the specified qualifying Technical Score, it will be rejected at this stage. The same are mentioned herein below along with other relevant details:

1. Evaluation criteria, sub-criteria and marking system

| Sl. No | Evaluation Criteria/Sub Criteria | Maximum Marks | Documents to be uploaded in E-Procurement portal |
|--------|--|---------------|---|
| 1 | <p>Average annual turnover in consultancy businesses from its Indian operation during last three (3) financial years namely (FY 2021-22, 2020-21, and FY 2019-20).</p> <ul style="list-style-type: none"> • Average Turnover \geq Rs.70 crore: (7.5 marks) • Average Turnover \geq Rs. 150 crore: (15 marks) <p>Average Turnover = Rs. 70 crore - Rs. 150 crore: proportionate between 7.5 and 15 marks</p> <p>In case of JV, figures of both the partners shall be added together for the purpose of evaluation.</p> | 15 | <p>CA certificate clearly specifying the segment-wise turnover. Audited balance sheet and Profit & loss statement for last 3 financial years 2019-20, 2020-21 and 2021-22 (In case audited balance sheet for 2021-22 may not be available, a CA certified copy of the unaudited balance sheet for 2020-21 will be accepted)</p> |
| 2 | <p>The value of project management services including DPR preparation, monitoring, supervision, quality assurance, bid process management Quality Monitoring etc. provided for completed or ongoing projects in Power distribution sector in last 5 years (2017-18 to 2021-22) for any State/Central Government undertakings departments/ Electricity Distribution utility in India.</p> | 15 | <p>Work Order and certificate from the respective organizations and/ or CA as proof of having accomplished desired value and scope of services.</p> |

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| | | | |
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| | <ul style="list-style-type: none"> Value Rs. 50 crore: 2.5 marks Value Rs. 300 crore: 15 marks <p>Value = Rs. 50 crore - Rs. 300 crore: proportionate between 2.5 and 15 marks</p> <p>In case of JV, figures of both the partners shall be added together for the purpose of evaluation.</p> | | |
| 3 | <p>The number of completed or ongoing projects having project value (value of project for which consultancy service is being provided) of not less than Rs 500 Crore for which Bidder has provided or is providing project management consultancy services including supervision or monitoring of works in Power distribution sector for at least 2 years in last 5 years (2017-18 to 2021-22) for any State/Central Government undertakings departments/ Electricity Distribution utility in India.</p> <ul style="list-style-type: none"> 2 projects (7 marks) additional 4 marks for each project subject to maximum 15 marks In case of JV, eligible projects of both the partners shall be considered for the purpose of evaluation. | 15 | Work Order and certificate from the respective organizations and/ or CA as proof of having provided or providing services for projects of desired value and scope of services |
| 4 | <p>Competence of the key experts for the Assignment.</p> <p>a) Team Leader - 1 no. =12</p> <p>b) Distribution Expert – 1 no. =11</p> <p>c) MIS/IT Expert– 1 no. =8</p> <p>d) Material Quality Expert –1 no. =8</p> <p>e) Finance Expert - 1 No.=8</p> <p>f) Contract Management Expert-1 no.=8</p> | 55 | Details given below |
| | Total | 100 | |

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For marking related to key experts, the following criteria shall be followed:

| S.No | Key Expert | Evaluation Criteria Requirement |
|------|-------------------------------|--|
| 1 | Team Leader 1 No. | <p>Qualification & Experience:</p> <ul style="list-style-type: none"> - Degree in electrical / electrical and electronics engineering from a recognized university and Expert's qualifications with over 10 years of experience in the power sector. - Post-graduate qualifications in management / engineering will be an added advantage. - Relevant experience in power utilities and in the electricity distribution projects is required. - Should have supervised at least one project of Rs 1000 Cr or above in the capacity of team leader or similar. - Proven project management, Contract Management, Leadership, Monitoring & Evaluation, reporting, communication, and social skills. Know-how of regulatory frameworks of Power Sector will be an added advantage. <p>a) 0.5 marks for each year of experience above 10 years subject to maximum - 3 marks b) For post graduate qualification – 2 marks c) If supervised projects of Rs. 1000 Cr or above: <ul style="list-style-type: none"> • Two projects – 3 marks • Three or more projects – 4 marks d) Project management & contract management experience- 3 mark</p> |
| 2. | Distribution Expert - 22 nos. | <p>Qualification - B.E./ B. Tech in Electrical/ Electrical & Electronics Engineering</p> <p>Experience</p> <ul style="list-style-type: none"> - Total experience over 5 years in power sector |

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| | | |
|----|----------------------------|---|
| | | <ul style="list-style-type: none"> - Experience in area of UDAY/DDUGJY/R-APDRP/ IPDS/ Saubhagya/ Rural Electrification / Loss Reduction/ System Strengthening etc. - Handling field quality issues, third party inspection of projects in area of UDAY/DDUGJY/R-APDRP/IPDS/ Saubhagya/ Rural Electrification/Loss Reduction/System Strengthening etc. - Experience in handling technical specifications compliance issues of material used in distribution projects. - Proven Project and Contract Management experience <p>a) 1 marks for each year of experience above 5 years subject to maximum of - 6 marks</p> <p>b) Experience in area of UDAY/DDUGJY/R-APDRP/IPDS/ Saubhagya/ Rural Electrification / Loss Reduction / System Strengthening etc. – 3 marks</p> <p>c) Experience in handling technical specifications and field level inspection – 2 marks</p> |
| 3. | MIS/IT Expert - 22 Nos. | <p>B.E./B.Tech. (Electrical/ Electrical & Electronics Engineering/ Electronics & Communication/ Electronics & Instrumentation/ Computer Science/IT)</p> <p>Experience</p> <ul style="list-style-type: none"> - Total experience over 5 years in Power Sector in handling MIS and Reports and data analysis - Having good knowledge of Microsoft Office, Power Point and other tools for making presentation and reports - Experience in monitoring project using IT based MIS Dashboard for progress monitoring. <p>a) 0.5 marks for each year of experience subject to maximum of 3 marks</p> <p>b) Two years' experience in working with DISCOM/State Utilities and looking after MIS/Reports– 3 marks</p> <p>c) Experience in monitoring project using IT based MIS Dashboard for progress monitoring – 2 mark</p> |

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| | | |
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| 4. | Material Quality Expert - 2 nos. | <p><u>Qualification</u> - B.E./ B. Tech in Electrical / Electrical & Electronics Engineering</p> <p><u>Experience</u></p> <ul style="list-style-type: none"> - Total experience over 5 years in power sector - Experience in area of Quality Inspection under schemes like DDUGJY/R-APDRP/ IPDS/ Saubhagya/ Rural Electrification / Loss Reduction/ System Strengthening etc. - Handling field quality issues, third party inspection of projects in area of UDAY/DDUGJY/R-APDRP/IPDS/ Saubhagya/ Rural Electrification/Loss Reduction/System Strengthening etc. - Experience in handling technical specifications compliance issues of material used in distribution projects. - TQM certification is desirable <p>Total experience of minimum 5 Years Post Qualification experience for quality Inspection in Power infrastructure related works/similar Projects.</p> <p>a) 1 mark for each additional year of experience beyond 5 years subject to maximum of 4 marks</p> <p>b) Two years' experience in working with DISCOM/State Utilities in Quality related areas– 4 marks</p> |
| 5. | Finance expert - 1 no. | <p><u>Qualification</u> - CA/ICWA/CMA or MBA with finance qualifications</p> <p><u>Experience</u></p> <p>Total experience of minimum 3 Years Post Qualification experience in Financial Management & analysis for Power infrastructure related works/similar Projects.</p> <p>a) Qualification - CA/ICWA/CMA – 4 marks</p> <p>b) 1 mark for each additional year of experience beyond 3 years subject to maximum of 4 marks</p> |

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| | | |
|----|-----------------------------------|--|
| 6. | Contract Management expert- 1 no. | <p>Qualification - Degree in engineering / MBA from a recognized university/institution.</p> <p>Experience</p> <ul style="list-style-type: none"> - Total experience over 3 years in Contract Management in distribution sector. - PMP certification will be an added advantage. - Proven Project and Contract Management experience in area of UDAY/DDUGJY/R-APDRP/ IPDS/ Saubhagya/ Rural Electrification / Loss Reduction/ System Strengthening/ Distribution sector etc. - Handling field quality issues, third party inspection of projects in area of UDAY/DDUGJY/R-APDRP/IPDS/ Saubhagya/ Rural Electrification/Loss Reduction/System Strengthening etc. - Experience in handling technical specifications compliance issues of material used in distribution projects. <p>a) 0.5 marks for each year of experience above 3 years subject to maximum of - 3 marks</p> <p>b) Contract Management Experience in area of UDAY/DDUGJY/R- APDRP/IPDS/ Saubhagya/ Rural Electrification / Loss Reduction / System Strengthening / Distribution sector etc. – 4 marks</p> <p>c) PMP certification – 1 mark.</p> |
|----|-----------------------------------|--|

Note:

- a) **Field Engineer Qualification**-Degree in engineering (Electrical/Civil/ Electrical & Electronics Engineering/ Electronics & Communication/ Electronics & Instrumentation) with minimum 1 year experience in distribution project or O&M works or Diploma in engineering (Electrical/Civil/ Electrical & Electronics Engineering/ Electronics & Communication/ Electronics & Instrumentation) with minimum 3 year experience in distribution project or O&M works.
- b) **Field Supervisor Qualification**-Diploma in engineering (Electrical/Civil/ Electrical & Electronics Engineering/ Electronics & Communication/ Electronics & Instrumentation) with minimum 1 year experience in distribution project or O&M works.
- c) *If any of the proposed Key-Expert does not meet the basic qualification, it will be deemed to mean that the said proposal is without the said Key-Expert and accordingly such proposal is liable to be rejected.*
- d) *All the proposed experts must have attained the required qualifications on regular or full-time basis as on the date of opening of Technical Proposal. The educational qualification attained through part-time or correspondence courses shall not be considered.*
- e) *DISCOM expects that all the proposed key experts to be available during implementation of the contract. The DISCOM will not consider substitutions during contract implementation except under exceptional circumstances with prior approval from the client. If substitution is done with due permission of the DISCOM, then such substitute resource shall be equally or more qualified as compared to the original resource proposed at the time of bidding. For evaluation purpose, credentials of the substitute resource in line with tender requirements shall be submitted to the DISCOM.*
- f) *Based on the evaluation carried out as above, each Technical Proposal will be given a technical score (St).*
- g) *Consultants must secure at least the qualifying technical score (Stq) of 70 out of 100 to be shortlisted. Proposals from Consultants securing less than that will not be considered further.*

Section 4. Technical Proposal –Forms

CHECKLIST OF REQUIRED FORMS

| FORM | DESCRIPTION |
|--------|--|
| TECH-1 | <p>Technical Proposal Submission Form. {<i>enclose Power of Attorney of the Bid Signatory, in case of JV bidder – JV Agreement, Joint Deed of Undertaking and Power of Attorney in favour of Lead Partner, Bid Securing Declaration, Integrity Pact and Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements, as Attachments to this Form</i>}</p> <p>Note: In the case of a Joint Venture, several power of attorney are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the the lead member to represent all JV members.</p> |
| TECH-2 | Consultant's Organization |
| TECH-3 | Compliance Status of Qualification Requirement |
| TECH-4 | Consultant's Experience |
| TECH-5 | Team Composition/ Structure, Experts Time- Inputs, and attached Curriculum Vitae (CV) |

FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Chief Engineer (Project-II)
WBSEDCL
Vidyut Bhawan, 2nd Floor, Block-DJ, Sector-II,
Bidhannagar, Kolkata-700091
Tel (O) : 033-2359 1927/1971, 23197 252
Fax : (033) 2359 1976
Website: www.wbsedcl.in
Email: ceprojii@wbsedcl.in

Dear Sirs:

We, the undersigned, offer to provide the Consulting Services for “Assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Revamped Reforms- Linked Results-Based Distribution Sector Scheme” (RDSS) in accordance with your Request for Proposals (RFP) dated 20.12.2022 and our Proposal. We have noted the method of selection stated in RFP: Shortlisting of Consultants based on criteria for shortlisting followed by Quality and Cost - Based Selection (QCBS) amongst shortlisted consultants. Accordingly, we are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by DISCOM.
- (b) Our Proposal shall be valid and remain binding upon for the period of time specified in the Data Sheet, ITC 12.1. We also hereby submit the **Bid Securing Declaration**, as per ITC 12.2 as **Attachment 1** to our Technical Proposal.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in Section.2 and ITC 6, and we confirm our understanding of our obligation to abide by the stipulations regarding Fraud and Corruption as per ITC 5. We also hereby submit the **Integrity Pact** duly signed, as per ITC 10.2 as **Attachment 2** to our Technical Proposal.
- (e) We undertake to discuss (if invited/ required by DISCOM) a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12.6 and ITC 26.4 may lead to the

RFP for “Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part of (Excluding IT/OT Works)“Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS)

Section 4. Technical Proposal

termination of Contract discussions and shall constitute sufficient ground for action against us as per the Bid Securing Declaration.

- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract discussions.
- (g) *(applicable only if the bidder is a Joint Venture as per Section 2 of RFP/ bidding document)* We are bidding as Joint Venture and submitting our Proposal as a Joint Venture of firms named below, as per Section 2/ Section 3 of RFP/ bidding document).

Furthermore, in accordance with Clause 2(i) of Section 2, we also declare and confirm that all partners of the joint venture, named below, shall be liable jointly and severally for the execution of the contract in accordance with the contract terms:

1. M/s **(Lead Partner/ Athorised Representative of JV)**
2. M/s **(Other Partner of JV)**

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 29.2 of the Data Sheet. Failure to do so shall constitute sufficient ground for action against us as per the Bid Securing Declaration

We understand that DISCOM is not bound to accept any Proposal that DISCOM receives.

Enclosures:

1. **Attachment 1. Bid Securing Declaration**
2. **Attachment 2. Integrity Pact**
3. **Attachment 3. Power of Attorney of proposal/ Bid Signatory[#]**
4. **Attachment 4. Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements**
5. **Attachment 5. Bidder's/ Consultant's Profile Form**
6. **Attachment 6. Joint Venture Agreement[@]**
7. **Attachment 7. Joint Deed of Undertaking (JDU) [@]**

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) [#] {In full and initials}:

*(enclose Power of Attorney of the Bid Signatory as **Attachment 3**)*

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Full name:{insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

For a joint venture, either all members shall sign or only the authorised signatory as per ITC 17.2.1; in either case the power of attorney of the authorized bid signatory (signatories) must be attached

@ applicable in case of Joint Venture bidding

ATTACHMENT 1 TO FORM TECH-1**BID SECURING DECLARATION**

Whereas, I/We (insert name of Consultant and in case of JV bidding, name of all partners) ----- have submitted Proposal for ----- (name of Consulting Services) in response to Request For Proposal (RFP) no: ----- dated _____

I/We hereby submit following declaration in lieu of Bid Security/ Earnest Money Deposit:

1. If after the opening of Proposal, I/We withdraw and/or modify my/our Proposal during its period of validity (including extended validity) as specified in the RFP document,

Or

2. If, after the issue of Notification of Award of the Contract, I/We fail to sign the Contract, or to submit Contract Performance Guarantee before the deadline specified in the RFP document,

Or

3. If, in case of I/ we fail to ensure that the Contract becomes Effective as specified in the RFP document.

I/we shall be suspended from and shall not be eligible to participate for a period of one year from date of issue of the suspension order, in the bidding against any of the Notice Inviting Tenders/ Invitation For Bids/ Request for Proposal etc. issued by DISCOM during that period.

Signed on..... (Insert the Date)

Signature (of Consultant's authorized representative) # {In full and initials):

Full name:{insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

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For a joint venture, either all members shall sign or only the authorised signatory as per ITC 17.2.1; in either case the power of attorney of the authorized bid signatory (signatories) must be attached as Attachment to Form Tech-1

ATTACHMENT 2 TO FORM TECH-1
INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month of _____ 20... , between, on one hand, the DISCOM, acting through Shri....., Designation of the officer, (hereinafter called the " DISCOM", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s. _____ represented by Shri _____ <in case of JV bidding names of all the partners of JV must appear>(hereinafter called the "BIDDER/SELLER/CONSULTANT", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the DISCOM propose to procure (Items and Services as per the Scope Of Work Mentioned in The Tender Document (hereinafter called the "Items and Services", which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Items and Services") and the BIDDER/ Seller/ Consultant is willing to offer/has offered the said "Items and Services".

WHEREAS the BIDDER/ Consultant is a Private Company/Public Company/Government Undertaking/ Partnership/registered export agency, constituted in accordance with the relevant law in the matter and the DISCOM is a Ministry /Department of the Government of India/PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to:-

Enabling the DISCOM to obtain the desired "Items and Services" at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/ CONSULTANT to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other practices and the DISCOM will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
Commitments of the DISCOM

1.

1.1. The DISCOM undertakes that no official of the DISCOM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/CONSULTANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The DISCOM will, during the pre-contract stage, treat all BIDDER/CONSULTANT alike, and will provide to all BIDDER/CONSULTANT the same information and will not provide any such information to any particular BIDDER/CONSULTANT which could afford an advantage to that particular BIDDER/CONSULTANT in comparison to the other BIDDER(S)/CONSULTANT(S).

1.3. All the officials of the DISCOM will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/CONSULTANT to the DISCOM with the full and verifiable facts and the same is prima facie found to be correct by the DISCOM, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DISCOM and such a person shall Be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the DISCOM, the proceedings under the contract would not be stalled.

Commitments of BIDDERS/CONSULTANTS

3. The BIDDER/CONSULTANT commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DISCOM, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2. The BIDDER/CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the DISCOM or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. The BIDDER/CONSULTANT shall disclose the name and address of agents and representatives and Indian BIDDERSs shall disclose their foreign principals or associates.

3.4. The BIDDER/CONSULTANT shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER/CONSULTANT further confirms and declares to the DISCOM that the BIDDER/CONSULTANT is the original manufacturer/Integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the DISCOM or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/CONSULTANT, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER/CONSULTANT, either while presenting the bid or during pre- contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the DISCOM or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER/CONSULTANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER/CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER/CONSULTANT shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the DISCOM as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER/CONSULTANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER/CONSULTANT shall not instigate or cause to instigate any thirdperson to commit any of the actions mentioned above.

3.12. If the BIDDER/CONSULTANT or any employee of the BIDDER/CONSULTANT or any person acting on behalf of the BIDDER/CONSULTANT, either directly or indirectly, is a relative of any of the officers of the DISCOM, or alternatively, if any relatives of an officer of the DISCOM had financial interest/stake in the BIDDER's/CONSULTANT's firm, the same shall be disclosed by the BIDDER/CONSULTANT at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13. The BIDDER/CONSULTANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with anyemployee of the DISCOM.

4. Previous Transgression

4.1. The BIDDER/CONSULTANT declares that no previous transgression occurredin the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify B1DDER's/CONSULTANT's exclusion from the tender process.

4.2. The BIDDER/CONSULTANT agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER/CONSULTANT deposit an amount_____ (as specified in TENDER) as Earnest Money/Security, Deposit, with the DISCOM through any of the following instruments:

5.1.1. Bank Draft or a Pay Order in favour of 'DISCOM' payable at State HQ

5.1.2. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the DISCOM on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the DISCOM shall be treated as conclusive proof of payment.

5.1.3. Any other mode or through any other instrument (to be specified in the TENDER.

5.2. The Earnest Money/ Security Deposit shall be valid as per terms of TENDER.

5.3. In the case of successful BIDDER/CONSULTANT, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for

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forfeiture of Performance Bond in case of a decision by the DISCOM to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the DISCOM to the BIDDER/CONSULTANT on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER/CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONSULTANT) shall entitle the DISCOM to take all or any one of the following actions, wherever required:-

6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/CONSULTANT. However, the proceedings with the other BIDDER(s) would continue.

6.1.2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the DISCOM and the DISCOM shall not be required to assign any reason therefore.

6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4. To recover all sums already paid by the DISCOM, and in case of the Indian BIDDER/CONSULTANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in case of a BIDDER/CONSULTANT from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the DISCOM in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest

6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/CONSULTANT, in order to recover the payments, already made by the DISCOM, along with interest.

6.1.6. To cancel all or any other contracts with the BIDDER/CONSULTANT. The BIDDER shall be liable to pay compensation for any loss or damage to the DISCOM resulting from such cancellation/rescission and the DISCOM/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/CONSULTANT.

6.1.7. To debar the BIDDER/CONSULTANT from participating in future bidding processes of the Government of India DISCOM/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the DISCOM.

6.1.8. To recover all sums paid in violation of this Pact by BIDDER/CONSULTANT (s) to any middlemen or agent or broken with a view to securing the contract.

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6.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the DISCOM with the BIDDER/CONSULTANT, the same shall not be opened.

6.1.10. Forfeiture of performance Bond in case of a decision by the DISCOM to forfeit the same without assigning any reason for imposing for sanction for violation of this pact.

6.2. The DISCOM will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONSULTANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the DISCOM to the effect that a breach of the provisions of this pact has been committed by the BIDDER/CONSULTANT shall be final and conclusive on the BIDDER/CONSULTANT. However, the BIDDER/CONSULTANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

7.1. The DISCOM has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors shall be published subsequently by DISCOM).

7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the DISCOM.

7.6. The BIDDER/CONSULTANT(s) accepts that the Monitors has the right to access without restriction to all project documentation of the DISCOM including that provided by the BIDDER/CONSULTANT. The BIDDER/CONSULTANT will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/CONSULTANT/Subcontractors(s) with confidentiality.

7.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings

could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the designated Authority of DISCOM /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the DISCOM/BIDDER/CONSULTANT and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the DISCOM or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/CONSULTANT and the BIDDER/CONSULTANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the DISCOM.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

11. Validity

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the DISCOM and the BIDDER/SELLER/CONSULTANT, including warranty period, whichever is later. In case BIDDER/SELLER/CONSULTANT is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

RFP for “Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part of (Excluding IT/OT Works)“Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS)

| | |
|---------------------|-------------------------|
| DISCOM | BIDDER/CONSULTANT# |
| Name of the Officer | CHIEF EXECUTIVE OFFICER |
| Designation | |
| Witness | Witness |
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |

* Provision of these clauses would need to be amended/deleted in line with the policy of the DISCOM in regard to involvement of Indian agents of foreign supplies.

For a joint venture, either all members shall sign or only the authorised signatory as per ITC 17.2.1; in either case the power of attorney of the authorized bid signatory (signatories) must be attached as Attachment to Form Tech-1

ATTACHMENT 3 TO FORM TECH-1**POWER OF ATTORNEY OF PROPSAL/BID SIGNATORY**

- **No specified Format. Consultant may use their own format for the proposal/ bid signatory signing on behalf of the sole Bidder/ Consultant or the Joint venture member(s)/ partner(s).**
- **In case the bidder is a JV, the format of Power of Attorney in favour of Authorized Representative of the JV as per ITC 17.2.1, shall be as under:**

FORMAT OF POWER OF ATTORNEY BY EACH MEMBER/ PARTNER OF THE JOINT VENTURE IN FAVOUR OF LEAD MEMBER/ PARTNER

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder..... have formed a

Joint Venture under the laws of..... and having our Registered

Office(s)/Head Office(s) at (hereinafter called the 'Joint

Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s

..... being the Lead Partner /Partner in-

charge, do hereby constitute, nominate and appoint M/s.....

a Company incorporated under the laws of..... and

having its Registered/Head Office at as our duly constituted

lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge" or "Lead Partner" or "Lead Member" or "Leader") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Request for Bids (RFB)/ Request for Proposals (RFP) No..... for < insert the name of

Package/ RFP/ Contract Title> the bids/ proposals for which have been invited by <insert name of the Employer alongwith address>

(hereinafter called the 'Employer') to undertake the following acts :

i) To sign and submit proposal/ Bid and participate in the aforesaid Bidding, against the RFB/ RFP issued of the Employer, on behalf of the "Joint Venture".

ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner/ Lead Member) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners, and all the Joint Venture Partners shall be jointly and severally responsible and liable for all the actions in relation to and/or connected with the bid/ proposal and/ or the contract.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all and whatsoever the said Attorney/Authorised Representatives/Partner in-charge/ Lead Partner/ Lead Member quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act or acts on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their respective Companies.

for and on behalf of the
Partners of Joint Venture

Partner 1.

Partner 2.

Partner 3.

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note:

1. For the purpose of executing the power of attorney , the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The power of attorney shall be signed on all the pages by the authorised representatives of each of the partners, whose complete details shall be mentioned and should invariably be witnessed and notarised.

ATTACHMENT 4 TO FORM TECH-1**UNDERTAKING ON COMPLIANCE OF RFP TERMS & CONDITIONS AND OTHER REQUIREMENTS**

(To be submitted on ₹100 Stamp paper issued in the State where Consultant's office is located, duly signed by the authorized signatory)

I/We hereby undertake that I/We have examined/ perused, studied and understood the Request For Proposal (RFP) Document in respect of RFP no.

_____ dated _____ and any corrigendum/ addendum/ clarification etc. thereto completely and have submitted my/our Proposal/ Bid in pursuance to the said RFP document.

I/We hereby undertake that I/We understand that the scope of Services and other related requirement under and in pursuance of this RFP are indicative only and not exhaustive in any manner. I/We understand that the scope of Services may undergo changes as per emerging requirements of DISCOM as specified in the RFP document.

I/We hereby undertake that we shall comply with the scope of Services and other related requirements and the terms and conditions specified in the RFP document completely and we have no deviations and/or submissions and/or clarifications, whatsoever of any manner and/or sort and/or kind in this regard.

I/We hereby undertake to provide any further clarifications, details, documents etc. as may be required without changing the substance of our Proposal.

I/We understand that the DISCOM reserves the right to float a separate Request For Proposal/ Notice Inviting Tender/ Invitation for Bids for the scope of Services and related requirements as covered under this RFP, irrespective of the outcome of this RFP, and I/We hereby undertake that we have no objection for the same. I/We understand that in such a case, I/We shall bid separately in response to such Request For Proposal/ Notice Inviting Tender/ Invitation for Bids, and in no case our bid/ Proposal in response to this RFP shall be deemed as a Proposal for in response to such Request For Proposal/ Notice Inviting Tender/ Invitation for Bids.

I/We hereby undertake to provide the Services and undertake to be the single point of contact for DISCOM for all Services and related requirements as per the terms and conditions and as specified in this RFP document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the RFP document and should be accordingly submitted to the DISCOM. In case of a failure to comply and/or variation DISCOM has the sole discretion not to consider or disqualify my/our Proposal/ bid for the aforementioned RFP and I/We shall be not have any claim of any sort/kind/form on the same.

I/We agree to be bound by our Proposal for the period of time specified in the Data Sheet, ITC 12.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We hereby attach the duly signed and stamped RFP document as an unconditional acceptance and compliance of RFP specifications and terms & conditions as part of the Technical Proposal without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of Services/ works and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid/ Proposal and in case of award of the Contract the same shall not be claimed by me/us while award and/or subsequently providing of Services/ execution of work. The decision of DISCOM on such issues shall be binding on me/us and the same shall not be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the RFP document along with amendment/corrigendum/ clarification, if any

I/We hereby declare that our company/ organization is not black listed by any Government or any Government agencies including PSUs as on the date of submission of proposal.

I/We understand that at any stage during the tenure of the Contract if it is found that any statement or document submitted by us is false/forged/invalid, DISCOM has discretion to terminate the Contract and get the Services delivered / work done through third party.

I/We hereby affirm that the products and/or Services offered by us against this RFP are in compliance to the latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, & MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 as issued and amended from time to time and will remain complied to the same during the duration and execution of this assignment.

I/We also hereby affirm the following:

- a) I/ we are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and am/ are not the subject of legal proceedings for any of the foregoing reasons;

- b) I/ we have not, and our directors and officers have not, been convicted of any criminal offence related to our/ their respective professional conduct or the making of false statements or misrepresentations as to our/ their qualifications to enter into a procurement contract within a period of two years preceding the commencement of this procurement process, or have not been otherwise blacklisted as on the date of submission of proposal.
- c) I/ we do not have a Conflict of Interest in the procurement in question as specified in the RFP document.
- d) I/ we comply with the code of integrity and other requirements as specified in the RFP document.

Signed on..... (Insert the Date)

Signature (of Consultant's authorized representative) # {In full and initials}:

Full name:{insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

For a joint venture, either all members shall sign or only the authorised signatory as per ITC 17.2.1; in either case the power of attorney of the authorized bid signatory (signatories) must be attached as Attachment to Form Tech-1

ATTACHMENT 5 TO FORM TECH-1**VENDOR PROFILE FORM****Annexure-A**

| | | | | |
|--|--|--|--|-------------|
| 1 | Name & Legal Status of the Bidder | | | |
| 2 | Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.) | | Date of Incorporation/ Registration: | |
| 3 | GST Number: | | PAN Number: | |
| 4 | Registered/ Corporate office Address of Bidder | | | |
| | Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders | 1) | | |
| | | 2) | | |
| | | 3) | | |
| | [Name of State] Office Address if any & Contact Details: | | | |
| Names and Designations of the persons authorized for single point interaction with DISCOM | | | | |
| Mobile Numbers of Contact persons: | | E-mail of Contact persons: | | |
| 5 | a) MSME Registration: | (Yes/No) | If Yes, Regd. No.: | |
| | | | Date: | |
| | | | Category: | |
| | | | Range of Supply/ Services: | |
| | b) GeM (Government e-Marketplace) Registration: | (Yes/No) | If Yes, mention GeM Seller ID: | |
| | | | Date: | |
| | | | Category: | |
| | | | Range of Supply/ Services: | |
| | | | <i>If No, then provide the date by which you will be registered on GeM portal:</i> | Dt.: |
| | c) TReDS (Trade Receivables Discounting System) Registration: | (Yes/No) | If Yes, Regd. No: | |
| | | | Date: | |
| | | | Category: | |
| | | | Range of Supply/ Services: | |
| | | | <i>If No, then provide the date by which you will be registered on TReDS portal:</i> | |
| | d) Whether SC/ST/OBC Entrepreneur: | (Yes/No) | (If Yes, Please provide Supporting Documents) | |
| e) Whether Women Entrepreneur: | (Yes/No) | (If Yes, Please provide Supporting Documents) | | |

Note:

1) As per latest GoI directives, **w.e.f. 01st Nov., 2020**, all vendors of any CPSE (e.g., DISCOM) must provide their GeM Seller ID to be indicated compulsorily by the respective CPSEs on their Letter of Awards issued to the successful bidders.

DISCOM may accordingly modify the clause

2) In case of non-furnishing the required MSME registration details, benefits of MSME will be not allowed presuming the agency a non-MSME Entrepreneur.

3) In case of JV bidding, the aforesaid details/ documents are to be furnished for each of the JV Partner

RFP for “Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part of (Excluding IT/OT Works)“Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS)

ATTACHMENT 6.JOINT VENTURE AGREEMENT

(No Specified Format. Consultants may use there own format adhereing to the requirements specified in Section 2 of RFP/ bidding document)

ATTACHMENT 7.JOINT DEED OF UNDERTAKING BY JOINT VENTURE PARTNERS

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" 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 No.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 No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid/ proposal and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Request For Bids (RFB)/ Request for Proposal (RFP) No..... for (*insert name of the package/ procurement alongwith project name*) of (*insert names of the Employer*)....., a Company incorporated under the Companies Act of 1956 having its registered office at..... (*insert registered address of the Employer*)..... (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Package/ Procurement for the Consulting Services as stipulated in the RFP/ Bidding Documents for (*insert name of the package alongwith project name*)

AND WHEREAS as per Section 2/ Section 3 of the Bidding Documents, inter-alia stipulates that a Joint Venture, as specified therein, may bid, provided, the Joint Venture and the partners/ members in/ of the Joint Ventures fulfill all the specified requirements of the RFP/Bidding Documents and that , in such a case, the Bid/ Proposal shall be signed by all the partners/ Authorised Representative of the Joint Venture, so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

AND WHEREAS the bid/ proposal is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid/ proposal in accordance with the requirements of Section 2/ Section 3 of the RFP/ Bidding Documents, has been signed in accordance with the provisions contained therein.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner/ Lead Member/ Authorised Representative/ Partner-in- Charge of the Joint Venture, and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for successfully providing/ delivering/ performing the Consulting Services and for successful performance of the Contract in the event of award in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any defect/shortfall in the performance in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other partners/ Party(ies), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in **Appendix – I** (*to be suitably appended by the JV/Parties alongwith this Undertaking in itsproposal/ bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liability of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for

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submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid/ proposal and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

| | |
|-----------------------------------|--------------------------------|
| Common Seal of | For Lead Partner (Party No.-1) |
| has been affixed in my/ our | For and on behalf of M/s |
| presence pursuant to Board of | |
| Director's Resolution dated | |

Name

Designation

Signature

(Signature of the authorized representative)

WITNESS :

I.

II.

| | |
|-----------------------------------|----------------------|
| Common Seal of | For Party No.-2 |
| has been affixed in my/ our | For and on behalf of |
| presence pursuant to Board of | M/s..... |
| Director's Resolution dated | |

Name (Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

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

For Party No.-3
For and on behalf of M/s.
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. Appendix 1 must be enclosed

FORM TECH-2 CONSULTANT'S ORGANIZATION

(In case of JV bidding, the details/ documents are to be furnished for each of the JV Partner)

1. Brief description of the Consultant's organization.

[Provide here a brief description of the background and organization of Consultant's company/ firm, and – in case of a joint venture – of each member for this assignment]

2. Organization Chart, List of Board of Directors and Key Management Personnel

[Include here organizational chart and a list of Board of Directors and Key Management Personnel.]

FORM TECH-3**COMPLIANCE STATUS OF QUALIFICATION REQUIREMENT**

(REFER SECTION 3. ITC)

[In the table below, which includes the minimum Qualification Requirement to be met by the Consultant, indicate the compliance status, and, if the requirement is met, indicate the supporting documentary proof and attach its copy with this Technical Proposal numbering the attachments as Attachment 3 (A, B, C.....).]

| Sr. No | Requirement | Compliance Status (Yes/ No) / (Remarks, if any) | Supporting Documentary proof [Enclosed at Attachment Tech-3 (A/B/C.....)] |
|--------|---|---|--|
| 1. | <p>The bidder should have a minimum average annual turnover of Rs. 70 Crore (Rupees Seventy Crore) in consultancy businesses from its Indian operation during the last three (3) financial years namely, FY 2021-22, 2020-21, and FY 2019-20.</p> <p>(If audited annual accounts for FY-2021-22- are not available, provide accounts for FY 2020-21, FY 2019-20 and 2018-19).</p> <p>In case of JV, each partner shall meet at least 25% of the criteria individually and collectively meet the overall criteria.</p> | | <p>Enclose self-attested copy of audited Financial Statements / annual accounts for the last Three Financial Years with the Technical Proposal</p> <p>CA certificate clearly specifying the segment-wise turnover.</p> |
| 2. | <p>The Bidder should have a positive Net-Worth from its Indian operations separately during the last three (3) financial years namely, FY 2021-22, 2020-21, and FY2019-20 (If audited annual accounts for FY-2021-22 are not available, provide accounts for FY 2020-21, FY 2019-20 and 2018-19).</p> <p>In case of JV, each partner shall meet the criteria individually.</p> | | <p>Enclose self-attested copy of audited Financial Statements / Annual Accounts for the last Three Financial Years with the Technical Proposal</p> |
| 3. | <p>The Bidder should have experience as Project Management Consultants/Project Management Agency/Quality Monitoring</p> | | <p>Enclose work order for ongoing projects.</p> |

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| Sr. No | Requirement | Compliance Status (Yes/ No) / (Remarks, if any) | Supporting Documentary proof [Enclosed at Attachment Tech-3 (A/B/C.....)] |
|--------|--|---|--|
| | <p>or any consultancy work of state or central government PSUs/Corporation / Discoms for power distribution works in India.</p> <p>The average annual value of such services in the last 5 years (2017-18 to 2021-22) should be at least Rs. 10 crore for completed or ongoing projects.</p> <p>In case of JV, each partner shall have average annual value of such services of at least Rs. 3 crore individually and collectively meet the overall criteria of at least Rs. 10 crore.</p> | | Enclose work order |
| 4. | <p>Bid Capacity: The Bid capacity clause is to be mandatorily incorporated in all the bids to be floated/submitted for appointment of PMA in line with REC letter no- REC/PMD/RDSS/2022-23/299 dated 20.10.2022.</p> <p>For Other than special category states: Bidder cannot be awarded as PMA for Distribution Infrastructure works if bidder has already been awarded 4 or more contracts for PMA for Distribution Infrastructure works of DISCOMs falling under other than special category states under RDSS</p> <p>Note:</p> <p>1. For counting the no. of awards, agencies awarded PMA of Distribution Infrastructure works (may or may not include smart metering works) will be considered. PMA appointed for smart metering works separately will not be counted.</p> <p>2. If the work is awarded to a JV /consortium then award will be considered for only the lead member of the</p> | | Documentary proof in the form of undertaking in format provided at Annexure-H needs to be submitted by the bidder at the time of bid submission. |

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| | | | |
|--|---|--|--|
| | <p>consortium/JV and not the minor member for the purpose of counting the no. of contracts awarded.</p> <p>3. In case of JV /consortium, each member of the JV/consortium should qualify the above criteria individually for being eligible to bid.</p> | | |
|--|---|--|--|

An undertaking on Letter Head to be submitted that the PMA appointed for Project Management services for this project shall not be eligible to participate in the tenders floated for appointment of turnkey contractor for this project. In case of JV both partners should sign

FORM TECH-4
FIRM/ CONSULTANT’S EXPERIENCE
(REFER SECTION 3. ITC)

The Evaluation Criteria/ sub-criteria and marks/ score allotted to Firm/ Consultant’s Experience for Technical Evaluation are specified in ITC .

1. Accordingly, list here the relevant previous assignments/ experience details in support of the above, for the purpose of Technical Evaluation.
2. List only those assignments for which the Consultant was legally contracted by the Client or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, but can be claimed by the Experts themselves in their CVs. The Consultant should, for substantiating the claimed experience, attach herewith relevant documentary evidence (numbering them as Attachment Tech – 4 (A/B/C.....) appropriately connecting the listed assignment and the corresponding attachment. The Consultants should be prepared for presenting and submitting copies of additional relevant documents and references if so requested by DISCOM.

(Suggested format for listing the experience)

| Duration | Assignment name/& brief description of main deliverables/outputs | Name of Client & Country of Assignment | Approx. Contract value (in Rupees equivalent)/ Amount paid to your firm | Role on the Assignment |
|----------------------------|---|---|--|------------------------------------|
| {e.g., Jan.2009– Apr.2010} | | | {e.g., Rs.1 mill/ Rs. 10 mill} | {e.g., Lead partner in a JV A&B&C} |
| {e.g., Jan-May 2008} | | | {e.g., Rs.1 mill/ Rs. 10 mill } | {e.g., sole Consultant} |
| | | | | |

FORM TECH-5**TEAM COMPOSITION/ STRUCTURE**

| KEY EXPERTS | Name of Key Expert | Position |
|-------------|--------------------|---------------|
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] |
| K-2 | | |
| K-3 | | |
| K-4 | | |
| n | | |

- 1 For Key Experts, the input should be indicated individually for the same positions as required as per Section 2, and estimated time input not less than that indicated in ITC 14.1.1 & 14.1.2 and Section 6 ensuring the minimum deployment as indicated therein.

FORM TECH-5**(CONTINUED)****(REFER SECTION.3 ITC)**

| |
|--|
| Paste Recent Passport size Photo |
|--|

The Evaluation Criteria/ sub-criteria and marks/ score allotted for Experience and Qualification of / Team for Technical Evaluation are specified in Section. 3 ITC.

Accordingly include here the Curricular Vitae of each of the expert who will be deployed by the Consultant for the assignment and considered for Technical Evaluation as per RFP Document. The Consultant should, for substantiating the claimed experience, attach herewith documentary evidence (numbering them as Attachment Tech – 8 (A/B/C.....), appropriately connecting the CV of a particular expert and the corresponding attachment. The Consultants should prepare for presenting and submitting copies of additional relevant documents/ information and references if so requested by DISCOM.

CURRICULUM VITAE (CV)

| | |
|---|--------------------------|
| Position Title and No. | {e.g., K-1, TEAM LEADER} |
| Aadhar No | |
| Name of Expert: | {Insert full name} |
| Date of Birth: | {day/month/year} |
| Country of Citizenship/Residence | |

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

| Period | Employing organization and your title/position. Contact information for references | Country | Summary of activities performed relevant to the Assignment |
|---------------|---|----------------|---|
| | | | |

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| | | | |
|--|--|--|--|
| | | | |
| | | | |

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which Expert can work):

Adequacy for the Assignment:

| Detailed Tasks Assigned on Consultant's Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
|---|---|
| {List all <i>activity/ sub-task/ task/ part of the assignment</i> as per Section. 7 in which the Expert will be involved} | |
| | |
| | |

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by DISCOM.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized

Signature

Date

Representative of the Consultant
(the same who signs the Proposal)

Section 5. Financial Proposal - Forms

Financial Proposal Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 3.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Chief Engineer (Project-II)

WBSEDCL

Vidyut Bhawan, 2nd Floor, Block-DJ, Sector-II,

Bidhannagar, Kolkata-700091

Tel (O) : 033-2359 1927/1971, 23197 252

Fax : (033) 2359 1976

Website: www.wbsedcl.inEmail: ceprojii@wbsedcl.in

Dear Sirs:

We, the undersigned, offer to provide the Consultancy Services for assisting and supporting in Project Management (PMA) to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part of (Excluding IT/OT Works) “Revamped Reforms- Linked Results-Based Distribution Sector Scheme” (RDSS) in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for an amount of **Indian Rupee** {Insert amount(s) in words and figures}, excluding GST (reimbursable/ payable by DISCOM as per the Contract) for rendering/ providing the Consulting Services {Please note that the amount shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract discussions, for the period of time specified in the Data Sheet, ITC 12.1.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Signature (of Consultant’s authorized representative) # {In full and initials}:

Full name:{insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name, if applicable):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax:{insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}_____

For a joint venture, either all members shall sign or only the authorised signatory as per ITC 17.2.1; in either case the power of attorney of the authorized bid signatory (signatories) must be attached.

FORM FIN-2 SUMMARY OF COSTS

| Item | Cost <i>(in Indian Rupees)</i> |
|---|--------------------------------|
| Cost of the Financial Proposal : | |
| Remuneration ^{#2} [Total (A) from Form Fin-3] | |

Note:

- 1) Payments will be made in the currency expressed above (Reference to ITC 16.6).
- 2) Remuneration includes all costs excluding reimbursable expenses as per ITC 16.2 and taxes, duties and levies reimbursable/ payable by DISCOM as per ITC 16.4.
- 3) Proposed Costs is in accordance with ITC 16.1 to 16.5

FORM FIN-3 BREAKDOWN OF REMUNERATION

Information provided and the rate/ charges/ costs quoted in this Form shall be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate GST payable/ reimbursable by DISCOM; and to establish payments to the Consultant for services required under the Contract and shall be used as the basis for payments under the Contract.

A. Remuneration

| Sr. No. | Position | Required Nos. of persons | Man Months | Total in Man Months | Remuneration Rate ^{#1} per Man-month | Amount in Indian Rupee |
|------------------------|----------------------------|--------------------------|------------|---------------------|---|------------------------|
| KEY EXPERTS | | | | | | |
| 1 | Team Leader | 1 | 48 | 48 | | |
| 2 | Distribution Expert | 22 | 48 | 1056 | | |
| 3 | MIS/IT Expert | 22 | 48 | 1056 | | |
| 4 | Material Quality Expert | 2 | 48 | 96 | | |
| 5 | Finance Expert | 1 | 48 | 48 | | |
| 6 | Contract Management Expert | 1 | 48 | 48 | | |
| NON KEY EXPERTS | | | | | | |
| 7 | Field Engineer | 28 | 48 | 1344 | | |
| 8 | Field Supervisor | 105 | 48 | 5040 | | |
| Total (A) | | | | | | |

Note :

- #1 In accordance with ITC **16.1 to 16.5**. Month shall mean a Calendar Month and shall include all the Business Days in the Calendar Month. However remuneration applicable for part of a Calendar Month for the purpose of the Contract, shall be arrived at by dividing the man-month remuneration rate by 22 and multiplying it by the number of Business Days in part of that Calendar month.

2. Remuneration includes all costs excluding reimbursable expenses as per ITC 16.2 and taxes, duties and levies reimbursable/ payable by DISCOM as per ITC 16.4.

Section 6. Terms of Reference (TOR)

1. BACK GROUND:

Government of India has launched Revamped Reforms Based and Results Linked Distribution Sector Scheme to improve the operational efficiencies and financial sustainability of the DISCOMs by providing financial assistance for strengthening of supply infrastructure based on meeting pre-qualifying criteria and achieving basic minimum benchmarks in reforms. The objective of the scheme is to provide 24x7 uninterrupted, quality, reliable and affordable power supply.

Clause no. 2.5 of the guidelines provides for appointment of an agency called Project Management Agency (PMA) for project formulation and project management, based on DISCOM's requirement to cover different phases of the project. The Guidelines may be seen on the website www.powermin.nic.in.

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED is one of the Electricity Distribution companies currently functioning in the state of WEST BENGAL.

2. Duration of the engagement under the Contract

The engagement of the Consultant under the Contract shall be for a period of 4 (Four) years from the date of signing of Contract with a provision for annual extension till completion of the project or for a period of 2 years whichever is earlier. The Key Experts and Non-Key Experts shall accordingly be deployed by the Consultant as per the requirement of DISCOM from time to time during the currency of the Contract including its extensions, for attaining the objectives of the assignment. The deployment would be offsite and/ or onsite at DISCOM's and Address depending on the requirement.

3. Scope of Services

The scope of services of the Consultant is to provide the services of the following Key Experts and Non-Key Experts for the specified time period for the duration of the Contract for supporting and assisting DISCOM to carry out the functions of PMA:

[

| Sr. No. | Position | No. | Man Months | Total Man Months |
|--------------------|-------------|-----|------------|------------------|
| KEY EXPERTS | | | | |
| 1 | Team Leader | 1 | 48 | 48 |

Section 6. Terms of reference

| | | | | |
|--|----------------------------|-----|----|-------------|
| 2 | Distribution Expert | 22 | 48 | 1056 |
| 3 | MIS/IT Expert | 22 | 48 | 1056 |
| 4 | Material Quality Expert | 2 | 48 | 96 |
| 5 | Finance Expert | 1 | 48 | 48 |
| 6 | Contract Management Expert | 1 | 48 | 48 |
| NON-KEY EXPERTS posted in the field | | | | |
| 7 | Field Engineer | 28 | 48 | 1344 |
| 8 | Field Supervisors | 105 | 48 | 5040 |
| | Total | 182 | 48 | 8736 |

]

It is clarified that the requirement of the Experts over the total number of person-months is indicative. The deployment shall be as per requirement. All the Experts may not be deployed at the same time and number may change over the duration of the contract based on the requirements.

The experts shall be entitled to 15 days of leave per year other than holidays as per GCC 38. For any unauthorized absence of an Expert, a deduction at the rate of 125% (100% remuneration, as Expert was not available, and 25% as penalty/damages) of the man-month rate of the Expert divided by 22 shall be made for each day of absence from the man-month remuneration charges payable for that month.

Consultant's remuneration will be determined on the basis of the time actually spent by the Key Experts and Non-Key Experts in carrying out the functions of PMA, based on

(i) agreed upon unit rates for the Consultant's Key Experts and Non-Key Experts as per the Contract multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses as agreed and specified in the Contract.

The functions of the PMA include the following:

- A) Provide assistance and support for
 - a. Bid(s) Process Management
 - b. Project Management
 - c. Works mentioned in the Guidelines of the scheme
 - d. Any other works related to the project as assigned from time to time.

4. Project Management:

Consultant will provide assistance and support for the various activities of project management and monitoring like

- a. Finalization of GTP, Technical specifications, drawings, of equipment to be installed, civil & electrical design layouts (If required).
- b. Quality Assurance (FQP). The required equipment for the same should be provided by the PMA.
- c. Co-ordination with implementing agency/turnkey contractor and DISCOM to monitor the supply chain of materials.
- d. Maintenance of MIS related to the project, progress reports and details required for Results Evaluation Framework along with all the REC reports and updation of Portal as required time to time for the project.
- e. Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan.
- f. Coordination and reporting to various stakeholders including MoP and Nodal agencies.
- g. Fund flow management and recommend the claim of DISCOM for fund release.
- h. Joint measurement to be carried out along with WBSEDCL officials for authentication of the bills.
- i. Active assistance in clearing ROW issues & proper documentation.
- j. Post-dispatch Inspection (MQP) of materials.
Quality & quantity of the delivered materials to be checked jointly alongwith WBSEDCL officials & Turnkey Contractor's representatives along with certifications in the inspection report.

5. Deliverables:

The following are the deliverables of the Consultant:

- a. Draft RfP, Bid evaluation report etc. as per the work given to the experts;
- b. Monthly MIS reports including physical and financial progress reports and issues etc;
- c. Quarterly/monthly/fortnightly reports of the activities undertaken and evaluation of matrix as per the requirement of the PIA office.
- d. Preparation/revision of BOQ as per requirement of DISCOM time to time.

6. DISCOM's Input and Counterpart Personnel

- (a) Services, facilities etc. to be made available to the experts by DISCOM: Only the working space equipped with table and chairs will be made available to the Consultant free of cost in DISCOM premises/ Office for use of the Experts under the Contract. Canteen facilities wherever available may also be utilized by the Experts on payment as applicable for the meals from time to time.
- (b) The Experts shall, however, be required to use their own laptops/ computers /Data/ mobile phone etc. for their work.
- (c) The Non-Key Experts posted in the field are expected to travel within the

Section 6. Terms of reference

- division/district etc. for monitoring and should be equipped with suitable conveyance for short journeys to be made at the expense of the Consultant.
- (d) DISCOM shall provide all assistance and inputs, data etc. to enable the Consultant to carry out the functions of PMA.
 - (e) DISCOM shall appoint a nodal officer for coordination and management of the contract.
 - (f) If there are any enhancement / modification of Scope of work arises within the contract period that has to be taken care by the respective PMA within the same contract price and tenure of the contract.
 - (g) Redistribution of manpower deployment can be done by the DISCOM as per the requirement of the site.

PART II

Section 7. Conditions of Contract and Contract Forms

Foreword

1. Part II includes standard Contract forms for Consulting Services (Time-Based Contract) that will be signed by DISCOM and the successful Consultant.
2. **Time-Based Contract** is envisaged under this RFP as the scope and the duration of the services for activities, tasks or parts of the assignment to be carried out as per and under the Contract will be assigned to the Consultant by DISCOM from time to time during the currency of the Contract including its extension if any. Under the time-based contracts, the Consultant shall provide the services on a timed basis according to quality specifications. The Consultant's remuneration will be determined on the basis of the time actually spent by the Consultant in carrying out the Services as aforesaid and will be based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses as per and in the manner provided for in the Contract. DISCOM will closely supervise the Consultant and be involved in the daily execution of the assignment.

TIME-BASED FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Time-Based

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CONTRACT FOR CONSULTANT'S SERVICES

Time-Based

Assignment Title: _____

Contract No. _____

between



[Name of DISCOM]

and



[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of DISCOM]* (hereinafter called the “DISCOM”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant is a Joint Venture i.e. consists of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “DISCOM”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member/partner of which will be jointly and severally liable to the DISCOM for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) DISCOM has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to DISCOM that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursable GST Cost Estimates
 - Appendix E Integrity Pact
-

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including amendments thereto [... *Insert reference to amendments*...]; Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices also.

2. The mutual rights and obligations of DISCOM and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) DISCOM shall make payments to the Consultant in accordance with the provisions of the Contract.

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 *[Name of DISCOM]*

[Authorized Representative of DISCOM– name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all member/partners shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
 - (b) **“DISCOM”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (c) **“DISCOM’s Personnel”** refers to the staff, labor and other employees (if any) of DISCOM engaged in fulfilling DISCOM’s obligations under the Contract; and any other personnel identified as DISCOM’s Personnel, by a notice from DISCOM to the Consultant.
 - (d) **“Consultant”** means a legally-established professional consulting firm or entity selected by DISCOM to provide the Services under the signed Contract.
 - (e) **“Contract”** means the legally binding written agreement signed between DISCOM and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (f) **“Day”** means a working day unless indicated otherwise.
 - (g) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 10.
 - (h) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (i) **“GCC”** means these General Conditions of Contract.
 - (j) **“Government”** means the government of India, State Government or Local Government, as the context may require.
 - (k) **“Key Expert/Manpower”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services

under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

- (l) **“Local Currency”** means the currency Indian Rupee.
- (m) **“Month” shall mean calendar month and include all the working days of the month.**
- (n) **“Non-Key experts”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (o) **“Party”** means DISCOM or the Consultant, as the case may be, and **“Parties”** means both of them.
- (p) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (q) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (r) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (s) **“Third Party”** means any person or entity other than the Government, DISCOM, the Consultant or a Sub-consultant.
- (t) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the DISCOM for the performance of the Contract.

2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between DISCOM and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. **Law Governing Contract** 3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. **Language** 4.1 This Contract has been executed in the language English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. **Headings** 5.1 The headings shall not limit, alter or affect the meaning of this Contract.
6. **Communications** 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 to such Party at the address specified in the **SCC**.
- 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
7. **Location** 7.1 The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the India or elsewhere, as DISCOM may direct or approve.
8. **Authorized Representatives and Authority of Member in Charge of Joint Venture** 8.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by DISCOM or the Consultant may be taken or executed by the officials as specified in the **SCC**.
- 8.2 In case the Consultant is a Joint Venture, the Joint Venture (JV) members/ partners hereby authorize the member/ partner specified in the **SCC, designated as Lead Partner/ Member or Member/ Partner in Charge**, to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Fraud and Corruption

DISCOM requires compliance with the Anti-Corruption Laws/ Guidelines of the Government/ its instrumentalities/ DISCOM. Further, the provisions of the Integrity Pact - Attachment 1 to these General Conditions shall also be applicable.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

10. Effectiveness of Contract and Contract Performance Guarantee

10.1 This Contract shall come into force and effect on the date (the "Effective Date") of signing of Contract or of DISCOM's notice to the Consultant instructing the Consultant to begin carrying out the Services, whichever is earlier.

10.2 The Consultant shall furnish Contract Performance Guarantee (CPG) for an amount and in the form specified in **SCC** for rendering/ providing the Services in accordance with the provisions of the Contract. The Consultant shall ensure that the CPG shall initially be valid and enforceable upto and including 180 days after the date of Expiration of the Contract as per GCC 13.1. The Consultant shall extend the validity of the CPG from time to time correspondingly if date of Expiration of the Contract is extended and beyond, if so required, till 90 days after the anticipated date that the Services under the Contract will be completed and any defects/ shortcoming remedied.

10.2.1 The CPG shall be unconditional and irrevocable. DISCOM shall return the CPG to the Consultant within 21 days after issue of a certificate by DISCOM confirming that the Services under the Contract have been completed in all respect and any defects/ shortcoming remedied.

10.2.2 In case the contract is terminated under GCC 18.1, CPG shall be forfeited in full.

10.2.3 In such an event, if for the balance scope of Services, RFP is issued afresh by DISCOM, the Consultant shall not be eligible to participate in the bidding against such RFP.

The Bank Guarantee for Performance Security is to be provided by the Consultant, which should be issued either (based on DISCOM's policy):

- 10.3 Furnishing of CPG and its acceptance by DISCOM shall be a condition precedent for release of any payment due under the Contract.
- 11. Termination of Contract for Failure to Become Effective**
- 11.1 If this Contract has not become effective within such time period specified in GCC 10.1 hereof, DISCOM may, by not less than twenty-one (21) days written notice to the Consultant, declare this Contract to be null and void, and in the event of such a declaration, Consultant shall not have any claim against DISCOM with respect hereto.
- 12. Commencement of Services**
- 12.1 The Consultant shall confirm and begin carrying out the Services not later than 7 (seven) days after the Effective Date specified in GCC 10.1.
- 13. Expiration of Contract**
- 13.1 Unless terminated earlier pursuant to Clause GCC 18 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 14. Entire Agreement**
- 14.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 15. Modifications or Variations**
- 15.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services including increase/ decrease in man-days/ man-month/ number requirement of Experts, may only be made in writing.
- 16. Force Majeure**
- a. Definition**
- 16.1.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 confiscation or any other action by Government agencies.

16.1.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

16.1.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

16.1.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, 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.

c. Measures to be Taken

16.1.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

16.1.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

16.1.7 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.

16.1.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by DISCOM, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by DISCOM, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

16.1.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 52 & 53.

17. Suspension

17.1 DISCOM may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

18. Termination

18.1 This Contract may be terminated by either Party as per provisions set up below:

a. By DISCOM

18.1.1 DISCOM may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence DISCOM shall give at least fifteen (15) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least thirty (30) calendar days' written notice in case of the event referred to in (e); and at least seven (7) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 53;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If DISCOM, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to deploy required Key Experts and commence Services as required in Clause GCC 12.

18.1.2 If the Consultant, in the judgment of DISCOM has engaged in Fraud and Corruption, as defined in paragraph 2 of the Attachment 1 to the GCC, in competing for or in executing the Contract, then DISCOM may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

18.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to DISCOM, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than one hundred twenty (120) calendar days.

(b) If DISCOM fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 53 unless challenged by DISCOM in an appropriate forum/ Court.

c. Cessation of Rights and Obligations

18.1.4 Upon termination of this Contract pursuant to Clauses GCC 11 or GCC 18 hereof, or upon expiration of this Contract pursuant to Clause GCC 13, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 21, and (iii) any right which a Party may have under the Applicable Law.

d. Cessation of Services

18.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18a or GCC 18b, the Consultant 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. With respect to documents prepared by the Consultant and equipment and materials furnished by DISCOM, the Consultant shall proceed as provided, respectively, by Clauses GCC 26 or GCC 27.

e. Payment upon Termination

18.1.6 Upon termination of this Contract, DISCOM shall make the following payments to the Consultant:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable

expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 46.1;

- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 18.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

C. OBLIGATIONS OF THE CONSULTANT

19. General

- a. Standard of Performance**
- 19.1.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to DISCOM, and shall at all times support and safeguard DISCOM's legitimate interests in any dealings with the third parties.
- 19.1.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services, failing which Consultant shall be liable to pay damages as mentioned in SCC.
- 19.1.3 The Consultant may subcontract part of the Services to an extent and with such Experts and Sub-consultants as may be approved in advance by DISCOM. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 19.1.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 19.1.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in India when as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.

- 20 Conflict of Interest**
- 20.1 The Consultant shall hold DISCOM's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 20.1.1 The payment of the Consultant pursuant to GCC (Clauses GCC 44 through 49) shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 20.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising DISCOM on the procurement of goods, works or services, the Consultant shall comply with DISCOM's advice given in writing in the matter, and shall at all times exercise such responsibility in the best interest of DISCOM. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of DISCOM.
- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 20.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities**
- 20.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 20.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their DISCOM, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

21. **Confidentiality** 21.1 Except with the prior written consent of DISCOM, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public recommendations formulated in the course of, or as a result of, the Services.
22. **Liability of the Consultant** 22.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
23. **Insurance to be taken out by the Consultant** 23.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by DISCOM, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at DISCOM's request, shall provide evidence to DISCOM showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
24. **Maintaining Accounts and Records** 24.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. The Consultant will cooperate with and REC in any eventuality of requirement of such accounts and records.
25. **Reporting Obligations** 25.1 The Consultant shall submit to DISCOM the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

Section 7. Conditions of Contract and Contract Forms (Time Based)

**26. Proprietary
Rights of
DISCOM in
Reports and
Records**

26.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for DISCOM in the course of the Services shall be confidential and become and remain the absolute property of DISCOM. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to DISCOM, together with a detailed inventory thereof. The Consultant may

retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of DISCOM.

26.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain DISCOM's prior written approval to such agreements, and DISCOM shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**27. Equipment,
Vehicles and
Materials**

27.1 Equipment, vehicles and materials, if any, made available to the Consultant by DISCOM, or purchased by the Consultant wholly or partly with funds provided by DISCOM, shall be the property of DISCOM and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to DISCOM an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with DISCOM's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by DISCOM in writing, shall insure them at the expense of DISCOM in an amount equal to their full replacement value.

27.2 Any equipment or materials brought by the Consultant or its Experts into India for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**28. Code of
Conduct**

28.1 The Consultant shall have a Code of Conduct for the Experts.

28.2 The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behavior that are prohibited, and understands the consequences of engaging in such prohibited behavior.

28.3 These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

**29. Forced
Labour**

29.1 The Consultant, including its Subconsultants, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an

individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

29.2 No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

30. Child Labour

30.1 The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

30.2 The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

30.3 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

31. Non-

Discrimination and Equal Opportunity

31.1 The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation

(including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

31.2 Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 30).

32. Training of Experts

32.1 The Consultant shall provide appropriate training/sensitization to the Experts on social aspects of the Contract.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

33. **Description of Key Experts** 33.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Experts are described in **Appendix B**.

33.2 If required to comply with the provisions of Clause GCC 19a, and depending on requirement of DISCOM as per emerging need, DISCOM reserves the right to increase / decrease the man-days/ man-months/ number of the Experts to be deployed under the Contract within the variation limit specified in **SCC** or require additional Experts to be deployed in areas of expertise other than those specified in **Section 6. Terms of Reference**.

33.3 The Consultant shall make the deployment accordingly at the same remuneration as is payable to the Key Expert at the corresponding level as per Contract. In case, to meet the need or the requirement, additional Key Expert i.e, different from and over and above the Key Experts deployed pursuant to the Contract, is required to be deployed, the approval and the remuneration for the additional Key Expert shall be as per GCC 35.

33.4 Accordingly, adjustments with respect to the estimated time- input/ number of Key Experts set forth in **Appendix B** will be made, provided (i) that such adjustments shall not alter the original time-input estimates for any individual/ number of

Key-Experts, by more than the variation limit specified in GCC 33.2; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 45.2.

33.5 In cases beyond the provisions of Clause GCC 33.4 or if additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts/ number of Key Experts may be increased or additional Key Experts in different areas of expertise may be deployed by the Consultant by agreement in writing between DISCOM and the Consultant.

33.6 In case where payments under this Contract exceed the ceilings set forth in Clause GCC 45.2, the Parties shall sign a Contract amendment. In all other cases DISCOM's confirmation of the increase in writing shall be deemed to form a part of the Contract.

34. Replacement of Key Experts

34.1 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration. The replacement will be considered to have equivalent or better qualifications and experience only if on applying the evaluation criteria and sub-criteria and point system mentioned in Section 2 as applicable for that category of Key Expert, the replacement secures technical evaluation score equal to or better than that of the original Key Expert named in the Contract.

34.2 In case the replacement secures technical evaluation score less than that of the original Key Expert named in the Contract, DISCOM may agree to the change provided the Consultant provides a written adequate justification and evidence satisfactory to DISCOM and the replacement is acceptable to DISCOM. However, in such a case the remuneration payable to the replacement shall stand reduced in the same proportion as the technical score secured by the replacement is with respect to the technical score secured by the original Key Expert named in the Contract.

35. Approval of Additional Key Experts

35.1 During the course of the Contract, DISCOM reserves the right to increase / decrease the man-days/ man-months/ number of the Key Experts to be deployed under the Contract or require additional Key Experts to be deployed in areas of expertise other than those specified in the Contract, as per the emerging need, as per GCC 33.2 above.

35.2 Accordingly, if during execution of the Contract, additional Key Experts are required to carry out the Services, upon communication of the same by DISCOM in writing, the Consultant shall submit to DISCOM for review and approval a copy of their Curricula Vitae (CVs). The CV of the additional Key Expert will be evaluated applying the evaluation criteria and sub-criteria and point system mentioned in Section 2 as applicable for the Key Expert at similar level for other positions specified in the Contract which require similar qualifications and experience. The additional Key Expert shall be considered to have equivalent or better qualifications and experience only if, on applying the said evaluation criteria and sub-criteria and point system as applicable, the additional Key Expert secures technical evaluation score equal to or better than that of the Key Expert at similar level for other positions specified in the Contract.

35.3 In case the additional Key Expert is considered to have equivalent or better qualifications and experience as per GCC 35.2 above, the rate of remuneration payable to such new additional Key Experts shall be same as the rates for other Key Experts at similar level for other positions specified in the Contract. In case there are more than one Key Experts at similar level for other positions specified in the Contract with different remunerations, the lower of the remunerations shall be payable to the additional Key Expert.

35.4 In case the additional Key Expert secures technical evaluation score less than that of the Key Expert at similar level for other positions specified in the Contract, DISCOM may agree to the change provided the additional Key Expert is acceptable to DISCOM. However, in such a case the remuneration payable to the additional Key Expert shall stand reduced in the same proportion as the technical score secured by the additional Key Expert is with respect to the technical score secured by the Key Expert at similar level for other positions specified in the Contract.

36. Removal of Experts or Sub-consultants

- 36.1 If DISCOM finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
 - (e) undertakes behaviour which breaches the Code of Conduct;

the Consultant shall, at DISCOM's written request, provide a replacement.

36.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by DISCOM to be incompetent or incapable in discharging assigned duties, DISCOM, specifying the grounds therefore, may request the Consultant to provide a replacement.

36.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to DISCOM and subject to Clause GCC 34.

36.4 Notwithstanding any requirement from DISCOM to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in (a) to (e) above.

37. Replacement/ Removal of Experts – Impact on Payments

- 37.1 Except as DISCOM may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed and shall be subject to Clause GCC 34.

38. Working Hours, Overtime, Leave, etc.

- 38.1 Working hours and holidays for Experts shall be as applicable for DISCOM. However, DISCOM reserves the right to require the presence and services of any one or more of the Key Experts during the said working hours/ holidays.

38.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

38.3 Any taking of leave by Experts shall be subject to permission of the DISCOM and the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF DISCOM

39. Assistance and Exemptions

39.1 Unless otherwise specified in the **SCC**, DISCOM shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Issue to officials, if required, all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

40. Access to Project Site

40.1 DISCOM warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. DISCOM will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

Section 7. Conditions of Contract and Contract Forms (Time Based)

**41. Change in the
Applicable
Law Related
to Taxes and
Duties**

41.1 If, after the date of this Contract, there is any change in the applicable law in India with respect to taxes and duties (mere change in rates of taxes, duties and levies or nomenclature thereof, or such other similar changes, shall not be construed as change in applicable law) which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased

accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 45.2

**42. Services,
Facilities and
Property of
DISCOM**

42.1 DISCOM shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

42.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 43.

**43. Counterpart
Personnel**

43.1 DISCOM shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by DISCOM with the Consultant's advice, if specified in **Appendix A**.

43.2 If counterpart personnel are not provided by DISCOM to the Consultant as and when specified in **Appendix A**, DISCOM and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by DISCOM to the Consultant as a result thereof.

43.3 Professional and support counterpart personnel, excluding DISCOM's liaison personnel, shall work together with the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and DISCOM shall not unreasonably refuse to act upon such request.

**44. Payment
Obligation**

44.1 In consideration of the Services performed by the Consultant under this Contract, DISCOM shall make such payments to the Consultant and in such manner as is provided by GCC F below.

44.2 Furnishing of CPG as per GCC 10.2 shall be a condition precedent for release of any payment due under the Contract.

F. PAYMENTS TO THE CONSULTANT

45 Ceiling Amount

This shall be based on agreed upon unit rates for the Consultant's Experts as per the Contract multiplied by the actual time spent by the Experts in executing the assignment. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (GST Payable/ Reimbursable by DISCOM).

45.1 Payments under this Contract shall not exceed the ceilings in Indian Rupee specified in the **SCC**.

45.2 For any payments in excess of the specified ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

46. Remuneration and Reimbursable Expenses

46.1 DISCOM shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services in accordance with the Contract but limited to the amount reimbursable as specified in **SCC**.

46.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

46.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

46.4 The remuneration rates and charges are inclusive of all costs and interalia cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Key- Experts/ non- Key Experts, if any, identified separately in **Appendix C** as well as factors for social charges/ allowances and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads but shall be considered inclusive in profit), (ii) the cost of backstopping by home office staff and/ or any non-Key Expert, if any, other than those identified separately in **Appendix C**, (iii) the Consultant's profit, (iv) all taxes, duties and levies whatsoever except those reimbursable/

payable by DISCOM as per GCC 47.2, and (iv) any other items as may be applicable but excluding reimbursable expenses reimbursable as per GCC 46.1.

47. Taxes and Duties

47.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

47.2 As an exception to the above and as stated in the **SCC**, only GST applicable in India on the Services provided by the Consultant are reimbursable to the Consultant or are payable by DISCOM on behalf of the Consultant.

48. Currency of Payment

48.1 Any payment under this Contract shall be made in Indian Rupee.

49. Mode of Billing and Payment

49.1 Billings and payments in respect of the Services shall be made as follows:

- (a) Advance payment. Within the number of days after the Effective Date, DISCOM *shall* pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to DISCOM in an amount (or amounts) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as DISCOM shall have approved in writing. The advance payments will be set off by DISCOM in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar quarter during the period of the Services, the Consultant shall submit to DISCOM, in duplicate, itemized invoices, accompanied by receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval along with the deliverables. Each invoice shall show remuneration and reimbursable expenses separately. The reimbursable/

payable taxes and duties as per Clause GCC 46 shall be paid/ reimbursed with the corresponding invoice.

- (c) DISCOM shall pay the Consultant's invoices within thirty (30) days after receipt by DISCOM of such itemized invoices with supporting documents without linking to receipt of funds/grant from the nodal agency of the scheme. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, DISCOM may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report, as specified in SCC, and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by DISCOM. The Services shall be deemed completed and finally accepted by DISCOM and the final report and final invoice shall be deemed approved by DISCOM as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by DISCOM unless DISCOM, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that DISCOM has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to DISCOM within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by DISCOM for reimbursement must be made within twelve (12) calendar months after receipt by DISCOM of a final report and a final invoice approved by DISCOM in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**50 Prompt
Payment**

50.1 DISCOM shall make best efforts and make payment as promptly as possible. However, no interest shall be applicable or payable if the payment gets delayed.

G. FAIRNESS AND GOOD FAITH**51 Good Faith**

51.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES**52 Amicable
Settlement**

52.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

52.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 53 shall apply.

**53 Dispute
Resolution**

53.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to conciliation in accordance with the provisions specified in the SCC where legal jurisdiction will be at Kolkata. However, in case of any dispute among CPSEs & Govt Departments, it may be settled as per DPE Guideline on Resolution of Dispute, dated: 21.02.2020 where legal jurisdiction will be at Kolkata.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 6.1 & 6.2 | <p>The addresses for communications are <i>[fill in at discussions with the selected firm]</i>:</p> <p>DISCOM: _____ _____</p> <p>Attention : _____ Facsimile : _____ E-mail (where permitted): _____</p> <p>Consultant : _____ _____</p> <p>Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p> |
| 8.1 | <p>The Authorized Representatives are:</p> <p>For DISCOM: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p> |
| 8.2 | <p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member/ partners whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Partner/ Member in Charge or the Lead Member/ Partner on behalf of the JV is _____ <i>[insert name of the member]</i></p> |
| 10.2 | <p>The Consultant shall furnish CPG for an amount equal to 3% of estimate of the cost of the Services as per Clause GCC 45. For this purpose the estimate of the cost shall include only the amount and as set forth in Appendix C (Remuneration). The CPG shall be in the form</p> |

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| | <p>of Bank Guarantee in the format as per Attachment -1. The Bank Guarantee towards CPG shall be unconditional and irrevocable.</p> <p>The Bank Guarantee shall be encashed in case of forfeiture of CPG.</p> |
| 13.1 | <p>Expiration of Contract:</p> <p>The time period shall be 48 months after the Effective Date subject to any extension thereto.</p> |
| 19.1.2 | <p>For delay in providing the services of Experts including replacement of Experts and additional Experts as per GCC 34 & 35 respectively, the Consultant shall be liable to pay liquidated damages at the rate of 1 % of man-month rate of the Expert for each day of delay of providing the services of the Expert for all whose services are provided with delay. Maximum liquidated damages shall be limited to 10% of total project value.</p> |
| 22.1 | <p>The following limitation of the Consultant's Liability towards DISCOM will be applicable:</p> <p>Limitation of the Consultant's Liability towards DISCOM:</p> <p>a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to DISCOM's property, shall not be liable to DISCOM:</p> <ul style="list-style-type: none"> i. for any indirect or consequential loss or damage; and ii. for any direct loss or damage that exceeds the total value of the Contract; <p>b) This limitation of liability shall not</p> <ul style="list-style-type: none"> i. affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; ii. be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law. |
| 23.1 | <p>The insurance coverage against the risks shall be as follows:</p> |

Section 7. Conditions of Contract and Contract Forms (Time Based)

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| | <p>a) Professional liability insurance, with a minimum coverage of not less than the total ceiling amount of the Contract;</p> <p>b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Consultant or its Experts or Sub-consultants, as per the Applicable Law;</p> <p>c) Third Party liability insurance, with a minimum coverage as per the Applicable Law;</p> <p>d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> |
| 26.1 & 26.2 | The Consultant shall not use the documents and software created or generated in providing the Services under the Contract, for purposes unrelated to this Contract without the prior written approval of DISCOM. |
| 33.2 | DISCOM reserves the right to increase / decrease the man-days/ man-months/ number of the Experts to be deployed under the Contract up to and including 100% of the number of Experts in each category specified in Section 6. Terms of Reference. |
| 45.2 | <p>The ceiling amount in Indian Rupee is: 71.70 Cr. inclusive of local taxes and duties except GST as applicable in India chargeable in respect of the Services provided by the Consultant under the Contract, which is payable/ reimbursable by DISCOM as per GCC 47.1 & 47.2.</p> <p>The estimated amount of such GST is Rs. 12.90 Cr.</p> <p>For removal of doubt, it is clarified that the amounts indicated above shall be based on agreed upon unit rates for the Consultant's Experts as per the</p> |

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| | <p>Contract multiplied by the time spent by the Experts in executing the assignment, and does not include the amount reimbursable, if any, towards travel expenses including boarding and lodging as per GCC 46.1 and the amount on account of price adjustment, if any, as per GCC 46.3</p> |
| <p>46.1</p> | <p>The per man-month unit remuneration rates indicated in Appendix B are inclusive of all costs and expenses that the Consultant may incur in providing and deploying the Experts and other resources for rendering the Services under the Contract, except the taxes, duties and levies reimbursable/ payable by DISCOM as per GCC 47.1 & 47.2 and the expenses towards visits of the Key Experts and Non-Key Experts as given below:</p> <p>Travel expenses including boarding and lodging towards visits of the Key and Non-Key Experts outside the field jurisdiction of the expert, at the request of DISCOM, for any purpose relevant to and in connection with the assignment if conveyance, lodging, boarding etc., as the case may be, is not provided by the DISCOM, shall be reimbursed. However, no reimbursement shall be provided for local travel of Non-Key Experts posted in the field.</p> <p>All such travel would be only as per prior approval of DISCOM. Expenses for such travel will be reimbursed by DISCOM including boarding, lodging, local and other travel, as per DISCOM policy for the same applicable for Class I officers of the DISCOM.</p> |
| <p>46.3</p> | <p>Price adjustment on the remuneration shall apply as under:</p> <p>Remuneration (per man-month charges for Experts) paid in Indian Rupee pursuant to the rates set forth in Contract shall be adjusted every 12 months (and, for the first time, with effect from the remuneration earned in 12th months after the calendar month of the deadline for submission and receipt of Proposals through the e-Procurement system as finally extended i.e <i>to be filled in at the the of contract...</i>), by applying the following formula:</p> $R_i = R_{i_0} \times \left[\frac{I_i}{I_{i_0}} \right]$ <p>where</p> <p>R_i is the adjusted remuneration;</p> <p>R_{i_0} is the remuneration payable on the basis of the remuneration rates as per the Contract in Indian Rupee;</p> <p>I_i is the average of the All India All Groups Consumer Price Indices (Urban) published by Ministry of Statistics and Program Implementation, Government of India for the 12 month period</p> |

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| | <p>preceding the month from which the adjustment is to have effect as aforesaid; and</p> <p><i>I_o</i> is the All India All Groups Consumer Price Indices (Urban) published by Ministry of Statistics and Program Implementation, Government of India for the month immediately preceding the month of the deadline for submission and receipt of Proposals through the e-Procurement system as finally extended i.e.....to be filled in at the time of contract.....</p> |
| 47.1 & 47.2 | <p>Only GST applicable in India, on the consulting services provided by the Consultant to the DISCOM under the Contract shall be paid/ reimbursed by DISCOM against requisite documents as per actuals.</p> <p>Other than the GST, as stated above, no reimbursement/ payment of any other taxes, duties or levies will be done by DISCOM under any circumstances.</p> |
| 49.1(a) | No advance payment under the Contract shall be made by DISCOM to the Consultant. |
| 49.1 (d) | Final report for the purpose of the Final Payment shall mean report/ document, if any, to be submitted by the Consultant to DISCOM pursuant to last of the functions completed by the Consultant, under the Scope of Services specified in Appendix A- Terms of Reference, as certified by the Utility. In case no such report/ document is to be submitted for the said function, its completion as certified by the DISCOM shall be deemed to be the final report for the purpose of Final Payment. |
| 49.1(e) | <p>The account is:</p> <p><i>[insert account].</i></p> |
| 53.1 | <p>Disputes shall be settled by through conciliation (where legal jurisdiction will be at Kolkata) in accordance with Arbitration & Conciliation Act, 1996 including amendments thereto, as applicable from time to time, in accordance with the rules thereto and the Applicable Law.</p> <p>English language shall be the official language for all purposes</p> |

ATTACHMENT -1 TO SCC
FORM OF CONTRACT PERFORMANCE SECURITY (BANK GUARANTEE)
[Refer Clause GCC 10.2]

DISCOM
Address

(With due stamp duty as applicable)

OUR LETTER OF GUARANTEE No.:

In consideration of DISCOM having its office at _____ (hereinafter referred to as "DISCOM" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Notification of Award No. _____ dated _____ with/on M/s _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter referred to as "The Supplier/Consultant" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

This Bank Guarantee issued by _____ Bank, on behalf of the Supplier/ Consultant in favor of DISCOM is in respect of the Contract/agreement dated _____.

WHEREAS the Supplier/Consultant having unequivocally accepted to render the services as per terms and conditions given in the Agreement dated _____/Notification of Award No. _____ dated _____ and DISCOM having agreed that the Supplier/Consultant shall furnish to DISCOM a Contract Performance Security for the faithful performance of the entire contract, to the extent of **3% (three percent)** (or the percentage as per the individual case) of the value of the Purchase Order i.e. for Rs. _____.

We, _____ ("The Bank") which shall include Our successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier/Consultant) in cover of Contract Performance Security in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding Rs. _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier/Consultant having failed to perform the Agreement and despite any contestation on the part of above named supplier/consultant without any demure, reservation, contest, recourse or protest and/or without any reference to the supplier/consultant. Any such demand made by the DISCOM on the Bank shall be conclusive and binding

notwithstanding any difference between the DISCOM and Supplier/Consultant 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 DISCOM and further agrees that the guarantee herein contained shall continue to be enforceable till the DISCOM discharges this guarantee.

The DISCOM 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 Supplier/Consultant. The DISCOM 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 Supplier/Consultant, and to exercise the same at any point in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the DISCOM and the Supplier/Consultant or any other course of or remedy or security available to the DISCOM. The Bank shall not be released of its obligations under these presents by any exercise by the DISCOM 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 DISCOM or any other indulgence shown by the DISCOM 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 DISCOM 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 Supplier/Consultant and notwithstanding any security or other guarantee that DISCOM may have in relation to the Supplier's/Consultant's liabilities.

This Letter of Guarantee will expire on _____ plus 180 days of claim period and any claims made hereunder must be received by us on or before expiry date/claim period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)
- b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) Unless the demand/claim under this guarantee is served upon us in writing before within 180 days all the rights of DISCOM under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.
- c) BG confirmation can also be sought by sending email to _____ (Bank Official email id)

Authorized Signatory

Seal of Bank

Appendices

APPENDIX A – TERMS OF REFERENCE

1. Duration of the engagement under the Contract

The engagement of the Consultant under the Contract shall be for a period of 4 (Four) years from the date of signing of Contract with a provision for annual extension till completion of the project or for a period of 2 years whichever is earlier. The Key Experts and Non-Key Experts shall accordingly be deployed by the Consultant as per the requirement of DISCOM from time to time during the currency of the Contract including its extensions, for attaining the objectives of the assignment. The deployment would be offsite and/ or onsite at DISCOM's and Address depending on the requirement.

2. Scope of Services

The scope of services of the Consultant is to provide the services of the Key Experts and Non-Key Experts as per Appendix-B for the specified time period for the duration of the Contract for supporting and assisting DISCOM to carry out the functions of PMA:

The functions of the PMA include the following:

- C) Provide assistance and support for
 - a. Bid(s) Process Management
 - b. Project Management
 - c. Works mentioned in the Guidelines of the scheme
 - d. Any other works related to the project as assigned from time to time.

3. Project Management:

Consultant will provide assistance and support for the various activities of project management and monitoring like

- a. Finalization of GTP, Technical specifications, drawings, of equipment to be installed, civil & electrical design layouts (If required).
 - b. Quality Assurance (FQP). The required equipment for the same should be provided by the PMA.
 - c. Co-ordination with implementing agency/turnkey contractor and DISCOM to monitor the supply chain of materials.
 - d. Maintenance of MIS related to the project, progress reports and details required for Results Evaluation Framework along with all the REC reports and updation of Portal as required time to time for the project.
 - e. Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan.
 - f. Coordination and reporting to various stakeholders including MoP and Nodal agencies.
 - g. Fund flow management and recommend the claim of DISCOM for fund release.
 - h. Joint measurement to be carried out along with WBSEDCL officials for authentication of the bills.
 - i. Active assistance in clearing ROW issues & proper documentation.
- J Post-dispatch Inspection (MQP) of materials.
Quality & quantity of the delivered materials to be checked jointly alongwith WBSEDCL officials & Turnkey Contractor's representatives along with certifications in the inspection report.

4. Deliverables:

The following are the deliverables of the Consultant:

- a. Draft RfP, Bid evaluation report etc. as per the work given to the experts;
- b. Monthly MIS reports including physical and financial progress reports and issues etc;
- c. Quarterly/monthly/fortnightly reports of the activities undertaken and evaluation of matrix as per the requirement of the PIA office.
- d. Preparation/revision of BOQ as per requirement of DISCOM time to time.

5. DISCOM's Input and Counterpart Personnel

- a. Services, facilities etc. to be made available to the experts by DISCOM: Only the working space equipped with table and chairs will be made available to the Consultant free of cost in DISCOM premises/ Office for use of the Experts under the Contract. Canteen facilities wherever available may also be utilized by the Experts on payment as applicable for the meals from time to time.
- b. The Experts shall, however, be required to use their own laptops/ computers /Data/ mobile phone etc. for their work.
- c. The Non-Key Experts posted in the field are expected to travel within the division/district etc. for monitoring and should be equipped with suitable conveyance for short journeys to be made at the expense of the Consultant.
- d. DISCOM shall provide all assistance and inputs, data etc. to enable the Consultant to carry out the functions of PMA.
- e. DISCOM shall appoint a nodal officer for coordination and management of the contract.
- f. If there are any enhancement / modification of Scope of work arises within the

Section 7. Conditions of Contract and Contract Forms (Time Based)

contract period that has to be taken care by the respective PMA within the same contract price and tenure of the contract.

- g. Redistribution of manpower deployment can be done by the DISCOM as per the requirement of the site.

APPENDIX B - KEY EXPERTS

| Sr. No. | Position | No. | Man Months | Total Man Months |
|--|----------------------------|-----|------------|------------------|
| KEY EXPERTS | | | | |
| 1 | Team Leader | 1 | 48 | 48 |
| 2 | Distribution Expert | 22 | 48 | 1056 |
| 3 | MIS/IT Expert | 22 | 48 | 1056 |
| 4 | Material Quality Expert | 2 | 48 | 96 |
| 5 | Finance Expert | 1 | 48 | 48 |
| 6 | Contract Management Expert | 1 | 48 | 48 |
| NON-KEY EXPERTS posted in the field | | | | |
| 7 | Field Engineer | 28 | 48 | 1344 |
| 8 | Field Supervisors | 105 | 48 | 5040 |
| | Total | 182 | 48 | 8736 |

It is clarified that the requirement of the Experts over the total number of person-months is indicative. The deployment shall be as per requirement. All the Experts may not be deployed at the same time and number may change over the duration of the contract based on the requirements.

The experts shall be entitled to 15 days of leave per year other than holidays as per GCC 38. For any unauthorized absence of an Expert, a deduction at the rate of 125% (100% remuneration, as Expert was not available, and 25% as penalty/damages) of the man-month rate of the Expert divided by 22 shall be made for each day of absence from the man-month charges payable for that month.

Consultant's remuneration will be determined on the basis of the time actually spent by the Key Experts and Non-Key Experts in carrying out the functions of PMA, based on

(i) agreed upon unit rates for the Consultant's Key Experts and Non-Key Experts as per the Contract multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses as agreed and specified in the Contract. *The experts shall be entitled to 15 days of leave per year other than holidays as per GCC 38. For any unauthorized absence of an Expert, a deduction at the rate of 125% (100% as Expert was not available and 25% as penalty/damages) of the man-month rate of the Expert divided by 22 shall be made for each day of absence from the man-month charges payable for that month.*

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

"The agreed remuneration rates shall be per the accepted Financial Proposal and subsequent Contract discussions if any.

APPENDIX D – ESTIMATE OF GST PAYABLE/ REIMBURSABLE BY DISCOM

The applicable GST is 18% and shall be reimbursable accordingly. If there is a change in the GST, the changed rate will be applicable for reimbursement.

II. General Conditions

Attachment 1

(Integrity Pact to be attached)

PART III

Section 8. Notification of Award

Notification of Award

[This Notification of Award shall be addressed and sent to the successful Consultant selected through the RFP process. Send this Notification to the authorized representative of the Consultant].

Reference:

Date.....

Address: *[insert Consultant’s address]*

Telephone/Fax numbers: *[insert telephone/fax numbers]*

Email Address: *[insert email address]*

[in case the Consultant is a Joint venture then this Notification of Award shall be addressed to the Lead Partner of the Joint Venture qualified by “ For and On Behalf of the Joint Venture of<insert name of all the Partners>..... Further a copy of this Notification of Award shall be endorsed to the Other Partner(s) of the JV]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Kind Attention : *[Name and Designation of Consultant’s authorized representative]*

Notification of Award

Sub. : Notification of Award for: *[insert the name of the contract]*

RFP No: *[insert RFP reference number]*

Dear Sir/ Madam,

1.0 REFERENCE

This has reference to the following:

1.1 RfP documents for the subject package downloaded by you from the portal [https://](https://.....) , comprising the following:

- a) Section.1:
 - b) Section.2:
 - c) Section.3:
-

.....

.....

1.1.1 Amendment No.-1 & Clarification No. -1 to the RfP Documents, which was issued to you through portal <https://.....> vide our letter Ref. No.

dated

1.2 Your Proposal for the consulting services under the subject contract package comprising of Technical Proposal (First Envelope) and Price Proposal (Second Envelope), submitted/uploaded by you on the portal <https://.....> [Technical Proposal reference no. dated opened on.....].

1.3 Intimation for Opening of Price Proposal sent to you through portal <https://.....>

1.4 Your Price Proposal reference no. dated opened on

1.5 Intimation for conducting Contract discussions on and your Minutes of Contractdiscussions dated.....

2.0 AWARD OF CONTRACT

We confirm having accepted your Proposal (referred to at para 1.2, 1.4 & 1.5 above) read in conjunction with the RfP Documents (referred to at para 1.1 above) and award on you the Contract for Consultancy Services for assisting and supporting in Project Management to WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED under Loss Reduction Part (Excluding IT/OT Works) Of “Revamped Reforms-Linked Results-Based Distribution Sector Scheme” (RDSS).

3.0 ESTIMATED COST OF SERVICES

3.1 The estimated cost of Services to be rendered / provided by the Consultant under and as per the Contract is Rupees..... (Remuneration) and Rupees..... (GST Payable/ Reimbursable by DISCOM).

4.0 COMMENCEMENT OF THE CONTRACT

4.1 The Contract shall come into force and effect on the date (the “Effective Date”) of signing of Contract or of DISCOM’s notice to the Consultant instructing the Consultant to begin carrying out the Services, whichever is earlier.

4.2 The Contract shall remain in force for 48 months after the Effective Date unless terminated earlier or extended further as per the provisions thereof.

5.0 Through this Notification of Award we confirm acceptance of your Proposal read in conjunction with already discussed Contract and award of the Contract on you.

5.1 We now request to sign and enter into the Contract Agreement with us as per the already discussed Contract, within seven (7) Business Days from the date of receipt of this notification.

5.2 Please note that you are also required to furnish a Contract Performance Guarantee (CPG) as per Clause GCC 10.2 of the RFP document for an amount of Rs.....

6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page as a token of your acknowledgement.

Please take further necessary action to sign the Contract Agreement, furnishing the CPG and commence the Services.

Yours faithfully,

**For and on behalf of
DISCOM Limited**

(.....)

Annexure II

UNDERTAKING FOR PMA APPOINTMENT AS PER REC LETTER DATED 20.10.2022

(To be on 100/- Rs. non judicial stamp duly Notarized).

I/We hereby undertake that I/We have examined/ perused, studied and understood the REC letter no as REC/PMD/RDSS/2022-23/299 dated 20.10.2022, in all respect

I/We hereby undertake that we shall comply with the letter issued by REC and will abide by the bid capacity **clause B** mentioned in the letter as under.

(A) For other than special category states -Bidder cannot be awarded as PMA for Distribution Infrastructure works if bidder has already been awarded 4 or more contracts for PMA for Distribution Infrastructure works of Discoms falling under other than special category states under RDSS

Note-

- 1. For counting no. of awards, agencies awarded PMA of Distribution Infrastructure works (May or may not include smart metering works) will be considered. PMA appointed for smart metering works separately will not be counted
- 2. If the work is awarded to a JV /consortium then award will be considered for only the lead member of the consortium /JV and not minor member for the purpose of counting the no. of contracts awarded.
- 3. In case of JV/consortium, each member of the JV/consortium should qualify the above criteria individually for being eligible for bid

I/We hereby confirm that we have not been awarded as a PMA in 4 or more contracts for PMA of Distribution Infrastructure works of Discoms falling under other than special category states, either as sole bidder or as Lead Partner.

Name of authorized Representative of the Consultant

Signature

Date

{day/month/year}

(the same who signs the Proposal)

[Signature]
19-12-2022
DCE, 6th D

[Signature]
19/12/22
SE(ET), Project-0

[Signature]
19/12/2022
AGM/6th MP Project-11

[Signature]
20-12-2022
ACB - Pr-D