



Request for Proposal (RFP)

**For the Appointment of the Third Party Concurrent
Evaluation Agency (TPCEA) under IPDS
(Domestic Competitive Bidding)
*[Single Stage Two Part Bidding with Reverse Auction]***

INVITATION TO BIDS

Reference Number: 02:10: IPDS:I:2016:TPCEA

**POWER FINANCE CORPORATION LIMITED
(A Govt. of India Undertaking)
Corp. Office: Urjanidhi, 1 Barakhamba Lane, Connaught Place,
New Delhi-110001, India**

Power Finance Corporation Ltd. intends to invite E-Bids for "For Appointment of Third Party Concurrent Evaluation Agency (TPCEA)" under IPDS for their Corporate Office situated in Delhi.

1. Interested bidders may obtain further information from the Office of Power Finance Corporation Limited, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001, India.
2. Bids shall be received up to 11:00 Hrs. on 26/07/2017 (tentatively) through <https://www.tcil-india-electronictender.com>. (IST). The schedule for bid process is as follows:

Event	Date/Time/Place
Date of commencement of sale of RFP (from https://www.tcil-india-electronictender.com)	20/06/2017, 17:30 Hrs
Last Date of Sale of RFP (from https://www.tcil-india-electronictender.com)	05/07/2017, 17:30 Hrs
Last date and time for the receipt of pre-bid queries	12/07/2017, 11:00 Hrs
Pre-Bid Meeting	14/07/2017, 14:30 Hrs
Last Date & Time for receipt of Bid (on https://www.tcil-india-electronictender.com)	26/07/2017, 11:00 Hrs (Tentative, to be confirmed later)
Date & Time of Opening of Technical Bid	26/07/2017, 11:30 Hrs (Tentative, to be confirmed later)
Date & Time of Opening of Price Bid	To be intimated later.
Date and Time for Start of Reverse E-Auction	To be intimated separately.
Place of submission of Bids	https://www.tcil-india-electronictender.com
Place of Opening of Bids	At PFC office through e-procurement
Address for communication	Power Finance Corporation Ltd. 'Urjanidhi', 1, Barakhamba Lane, Connaught Place New Delhi-110001 Tel : 011-23456371/ Fax : 011-23456300/email: enquirytpceaipds@gmail.com and ipds@pfcindia.com

3. Bidders / tenderers will have to make offline payment of Rs.5000/- in the form of separate Banker's Cheque/Demand Draft in favour of "Power Finance Corporation Ltd." payable at New Delhi on a/c of cost of tender document to be **procured from e-tender portal**. The demand draft/banker's cheque in original may please be forwarded to us before the date of opening of technical bid. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque. Tender received without the tender cost i.e. Rs. 5000/- will not be considered for any reasons. **Scanned copy of demand draft to be uploaded** along with bid on the e-portal.

Official tender documents have to be procured/ downloaded from <https://www.tcil-india-electronictender.com> after registration on the above website for participation in the tendering process before the closure date of sale of tender documents.

For bid submission, the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from PFC Ltd.'s office

Note: Bidders are advised to start the registration process on the <https://www.tcil-india-electronictender.com> as early as possible so as to avoid any delay during bidding. (Uploading the bid).

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Section-I: Preface

About IPDS

The Ministry of Power, Government of India has launched the Integrated Power Development Scheme (IPDS) to extend financial assistance against capital expenditure to address the gaps in the Sub-transmission and Distribution network and metering in Urban areas to supplement the resources of Discoms/Power Departments in various States.

The projects under the scheme have been formulated for urban areas (Statutory towns only) and cover works relating to strengthening of sub-transmission and distribution networks including provision of Solar panels on Government buildings including Net-metering, Metering of feeders/distribution transformers/Consumers and IT enablement of the Distribution sector.

All Discoms including private sector Discoms and State power departments (referred to as Utilities) will be eligible for financial assistance under the scheme. Projects under the scheme will be completed within a period of 24 months from the date of issue of letter of award by the Utility, in case of turnkey implementation. For execution on partial turnkey/departmental basis the projects need to be completed within 30 months from the date of communication of the approval of the Monitoring committee.

Power Finance Corporation (PFC), has been designated as Nodal Agency by Ministry Of Power, Government Of India, for operationalization of Integrated Power Development Scheme.

The detailed scope of works covered under IPDS is as under:

(a) Strengthening of Sub-transmission and distribution network

- i. Creation of new sub-stations including Gas insulated Sub-stations along with associated 66 KV/33 KV/22KV/11 KV lines.
- ii. Augmentation of existing sub-stations capacity by installation of higher capacity/additional power transformers along with associated equipment/switchgear etc.
- iii. Erection of HT lines for reorientation/re-alignment including augmentation of existing lines.
- iv. Installation of new distribution transformers and augmentation of existing distribution transformers along with associated LT lines.
- v. Installation of capacitors.
- vi. Renovation and modernization of existing sub-stations and lines.
- vii. Laying of under-ground cables in densely populated areas and areas of tourism and religious importance.
- viii. Aerial Bunched Cable for theft prone areas.
- ix. IT Applications-ERP and IT enablement of Distribution Sector.

(b) Metering

- i. Installation of suitable static meters for feeders, distribution transformers and all categories of consumers for unmetered

- connections, replacement of faulty meters and electro-mechanical meters.
- ii. Installation of Pillar Box for relocation of meters outside the premises of consumers including associated cables, service cables and accessories.
 - iii. Installation of pre-paid/smart meters in Government establishment
 - iv. AMI, Smart meters in the towns where SCADA is being established under R-APDRP.
 - v. Boundary meters for ring fencing of Non-RAPDRP towns with population more than 5000.
 - vi. AMR for feeders, Distribution transformer and high load consumers.
 - vii. Provision of solar panels on Govt. buildings including Net-metering.

Appointment of TPCEA

It is envisaged by Ministry of Power, Government of India that, in order to evaluate the concurrent and post implementation of the scheme the nodal agency, PFC will appoint Third Party Concurrent Evaluation Agency (TPCEA) for carrying out Monitoring and Inspections of the quality of works carried out under IPDS on sample basis. The primary objective of TPCEA is Concurrent and post implementation Evaluation of the IPDS works.

The TPCEA shall be responsible for providing the above services for all the project areas covered under the Group of States in which the project is awarded.

The detailed scope of work of TPCEA has been provided in Section V. For purpose of appointment of TPCEA under IPDS, entire India has been divided into 15 groups and TPCEA shall be appointed Group Wise. A TPCEA may be appointed in upto 2 groups or upto 4 groups depending on Qualifying Requirements of Bidders as explained later in the document.

PFC recognizes the diversity of knowledge, experience and skillsets required for executing the role of TPCEA and hence, provisions of forming consortium [Maximum Two Partners] have been provided. The details of the same are provided in relevant clauses.

However, it is noteworthy that lead bidder (in case of bidder being consortium) shall be responsible for overall completion of the scope of work defined in this project.

Section- II: Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), Power Finance Corporation(PFC), as indicated in the BDS, issues this Bidding Document for the supply of Services incidental thereto as specified in the Scope of Work at Section V. The name and identification number of the Domestic Competitive Bidding (DCB) [DCB implies tender notification in Indian press only and payment in Indian Rupees] are provided in the BDS.

2. Source of Funds

- 2.1 The Power Finance Corporation (PFC), has been designated as Nodal Agency by Ministry Of Power, Government Of India, for operationalization of Integrated Power Development Scheme] have financing (hereinafter called “funds”) from **Government of India** (hereinafter called “the GoI”) under the head of Supporting/Enabling activities for carrying out the ‘Concurrent and Post Implementation Evaluation of IPDS works’. PFC intends to apply a portion of the funds to eligible payments under the Contract for which this Bidding Document is issued.

3. Corrupt Practices

- 3.1 PFC requires bidders to observe the highest standard of ethics during the procurement and execution of such contracts.
- 3.2 PFC will reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract
- 3.3 Furthermore, Bidders shall also note the provision stated in Sub-Clause 2 and Sub-Clause 28.1 (1) of the General Conditions of Contract.

4. Eligible Bidders

A Bidder may be a natural person, private entity or a government-owned entity, public sector unit. The bidder should be a sole legal entity or any combination of them who have executed a binding Memorandum of Understanding (MOU) in the prescribed format, to enter into a Consortium. In the case of a Consortium:

- All members of the Consortium shall be jointly and severally liable; and
- A Consortium shall nominate a Lead Member who shall have the authority to conduct all businesses for and on behalf of any and all the

parties of the Consortium during the bidding process and, in the event the Consortium is awarded the Contract, during contract execution.

To avoid conflict of interest *[valid for all bidders including both members of Consortium]:*

- Executing agencies/ consultants (deployed by State Utilities) engaged under R-APDRP in a State cannot be appointed as TPCEA in the respective State.
- The PMA, consultants and the executing agencies (deployed by State Utilities) appointed under IPDS in a Group/State cannot be appointed as TPCEA in that Group/State.
- The beneficiary Utilities shall not engage themselves or their subsidiaries/JVs as TPCEA.
- OEMs providing goods and services under IPDS to any state power sector utility shall not be permitted to bid. If after being appointed as TPCEA, the party becomes the OEM for providing goods and services to any State Power Utility, then it will be disqualified and its PBG will be forfeited.

4.1 Participation by Bidder(s) with a conflict of interest situation will result in the disqualification of all Bids in which it is involved. The PFC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- have controlling shareholders in common; or
- receive or have received any direct or indirect subsidy from any of them; or
- have the same legal representative for purposes of this Bid; or
- have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the PFC regarding this bidding process; or

4.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the PFC, as PFC shall reasonably request.

A. Contents of Bidding Document

5. Sections of the Bidding Document

5.1 The Bidding Document consist of ten sections and four Annexures

as indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 7.

- Section I. Preface
- Section II Instructions to Bidders (ITB)
- Section III Bid Data Sheet (BDS)
- Section IV. Eligibility Criteria
- Section V Scope of Work
- Section VI Definitions and Abbreviations
- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Bidding Forms
- Section X. Contract Forms
- Annexure A Bid Security Amount for each Group of States
- Annexure B Special Instructions for E-Tender
- Annexure C Bid Submission Checklist
- Annexure D Terms and Conditions for Reverse Auction

- 5.2 The Invitation for Bids issued by PFC is not part of the Bidding Document.
- 5.3 Bidders are to procure bidding document through e-tender portal of PFC only.
- 5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

6. Clarification of Bidding Document

- 6.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact PFC in writing at the PFC's address indicated in the BDS. PFC will respond in writing to any request for clarification, provided that such request is received prior to the conclusion of the pre-bid conference. PFC shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should PFC deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 7.

- 6.2 Bidders may request any clarification in bid documents by or during the 'Pre-bid' conference. Bidders must submit a written copy of all the clarifications that will be discussed in the pre-bid conference, to PFC at least one day prior to the pre-bid conference. The Schedule for Pre-Bid conference is given in BDS.

7. Amendment of Bidding Document

- 7.1 At any time prior to the deadline for submission of the Bids or the award of the contract, PFC may amend the Bidding Document by issuing addenda on e-tender portal.
- 7.2 PFC, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder (on e-tender portal of PFC) may add, modify or remove any element of the Services entirely or any part thereof from the bid document till the time of award of contract. All bidders will be notified of any such change.
- 7.3 Any addendum issued shall be part of the Bidding Document and shall be uploaded on e-tender portal of PFC [Not on PFC's website].
- 7.4 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, PFC may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 20.2

C. Preparation of Bids

8. Cost of Bidding

Bidders / tenderers will have to make offline payment of Rs.5000/- in the form of separate Banker's Cheque/DD in favour of "Power Finance Corporation Ltd." payable at New Delhi on a/c of cost of tender document to be procured from e-tender portal. The demand draft/banker's cheque in original may please be forwarded to us before the date of opening of technical bid through e-procurement. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque. Tender received without the tender cost i.e. Rs. 5000/- will not be considered for any reasons. Scanned copy of demand draft to be uploaded along with bid on the e-portal.

9. Language of Bid

The Bid, as well as all correspondence and documents relating to

the Bid exchanged by the Bidder and PFC, shall be in English.

10. Documents Comprising the Bid

- 10.1 The Bid shall comprise of two parts 'Technical Bid' and 'Financial Bid' and should be duly submitted Online through e-tender portal <https://www.tcil-indiaelectronicstender.com> before the due closing date in as per the given formats for the technical bid and formats P1,P2 and P3 of Section IX for the financial bids. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 10.2 **The Technical Proposal** [to be uploaded on e-tender portal] shall contain the following:
- (a) Technical Proposal Submission Sheet ;(Form F1-F9, of Section IX) [where applicable, Memorandum of Understanding executed between members of the Consortium, in accordance with ITB clause 4]
 - (b) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 18;
 - (c) Documentary evidence in accordance with ITB Clauses 15 and 26 that the Services confirm to the Bidding Document;
 - (d) Documentary evidence in accordance with ITB Clause 15 establishing the Bidder's Qualifications to perform the contract if its Bid is accepted; and
 - (e) Any other document required in the BDS.
- 10.3 **Price Proposal:** The Bidder shall submit, as part of the Price Proposal, the Price Schedules (Forms P1-P3) for Services, using the forms furnished in Section IX, Bidding Forms. The Bidders should take note of following points while submitting the Price Proposal:
- i. Price Proposal should clearly indicate the price to be charged without any qualifications. Service tax as applicable shall be paid extra as per prevailing rate.
 - ii. Please refer to GCC Clause [13.2] and the SCC for Price adjustments due to change in Tax rates (including local taxes), duties, levies, cess, charges, etc.
 - iii. The Bidder can quote for any number of Group of States (G1-G15, Refer Form P2 of Section IX).
- 10.4 **Initially**, after checking Bid security in accordance with ITB Clause 17 and proof of cost of document as per ITB clause 8, the Technical Bids shall be evaluated by PFC. No amendments or

changes to the Technical Proposals shall be permitted. Technical Bids which do not conform to the specified requirements will be rejected as deficient Bids.

- 10.5 Later, on a specific date Group of States (G1-G15) wise Price Proposals (first round of financial bid) of technically qualified bidders shall be opened in public at the date and time to be advised by PFC at that time. The Price Proposals shall be evaluated and there after Reverse E auction (second round of financial bid) will be carried out for each Group of States. Contract shall be awarded to the Bidder whose financial bid is determined to be the lowest after the Reverse E auction and as per the evaluation criteria. Initially Letter Of Intent may be given, if state considered is not ready. Zero date of work order shall start only after Letter of Award is given. In case State is ready, Letter of Award shall be directly given. [State Readiness implies placement of LoA for IPDS by concerned state and shall be adjudged by PFC. TPCEA to depute manpower and open office within one month of intimation by PFC]

11. Alternative Bids

- 11.1 Alternative Price bids shall be rejected.

12. Bid Prices and Discounts

- 12.1 The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 12.2 All items in the Scope of Work must be listed and priced separately in the Price Schedules.
- 12.3 Prices quoted by the Bidder must be firm and final and shall remain constant for One year from date of technical Bid Opening date. Prices quoted to include all taxes except service tax, which shall be paid as per prevailing rates. The price must include all expenses like accommodation, travel, communication, IT expenditure, secretarial expenses, printing expenses etc. For the balance works of the BOQ, after One year from the technical Bid Opening date, there shall be price escalation as per escalation formula [The price escalation shall be as per escalation formula based on Wholesale Price Index (WPI) (Escalation Factor = $0.25 + 0.75(F_n/F_0)$ where F_n is WPI(to be considered for the month in the n^{th} year in which job was accomplished) after n ($n > 1$) years from the original technical Bid opening date and F_0 is WPI as on month of Technical Bid Opening Date] also given in Bid Data Sheet. No escalation is however payable due to delays or defaults by TPCEA leading to subsequent extension of date of completion. The period of contract is three years from date of providing Letter of Award (LOA) [& not LOI] and may be extended depending on balance job requirement wrt BOQ. The date of start of contract period shall be determined by date of

LOA.

- 12.4 The bidders are advised not to indicate any separate discount. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.

13. Currencies of Bid

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

14. Documents Establishing the Eligibility of the Bidder

- 14.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall:
- a) Complete the eligibility declarations in the Bid Submission Sheet, included in Section IX, Bidding Forms; and
 - b) Credentials, financial strengths etc. of the parent/subsidiary company shall not be considered.

15. Documents Establishing the Qualifications of the Bidder

- 15.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal, the evidence indicated for each qualification criteria specified in Section IV, Eligibility Criteria.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for such period of Twelve months as mentioned in BDS after the bid submission deadline date prescribed by PFC. A Bid valid for a shorter period shall be rejected by PFC as non -responsive.
- 16.2 In exceptional circumstances, prior to the expiration of the bid validity period, PFC may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security furnished in accordance with ITB Clause 17, it shall also be extended for a corresponding period. A Bidder granting the request shall not be required or permitted to modify its Bid.

17. Bid Security

- 17.1 The Bidder shall furnish as part of its Technical Proposal, a Bid Security in original form and in the amount and currency specified in the BDS. [The Bid Security of a Consortium must be in the name of the Lead Member of the Consortium as named The Bid Security of a Consortium must be in the name of the Lead Member of the Consortium as named in the MOU mentioned in ITB 4]
- 17.2 The Bid Security shall be in the form of a bank guarantee from a Scheduled Bank as notified by Reserve Bank of India (RBI). The bank guarantee shall be submitted using the Bid Security Form

included in the Bidding Forms at Section X. The form must include the complete name of the Bidder. The Bid Security validity shall be same as bid validity period as mentioned in Bid Data Sheet.

- 17.3 Any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.2, shall be rejected by PFC as non -responsive.
- 17.4 The Bid Security of unsuccessful Bidders shall be returned after signing of the Contract with the successful Bidder pursuant to ITB Clause 37.
- 17.5 The Bid Security may be forfeited:
- If a Bidder withdraws its Bid during the period of bid validity as specified in ITB Clause 16.1, except as provided in ITB Sub-Clause 17.4 or 22 ;
- OR
- If the successful Bidder fails to:
 - Sign the Contract in accordance with ITB Clause 37;
 - furnish a Contract Performance Guarantee in accordance with ITB Clause 38; or
 - Accept the correction of its Bid Price pursuant to ITB Sub-Clause 27.

D. Submission and Opening of Bids

18. Format and Signing of Bid

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, amended printed literature, shall be signed or initialled by the person signing the Bid. All above to be uploaded on e-tender portal.
- 18.2 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

19. Submission

19.1 The submission and opening of Technical and Financial Bid will be through e-tendering process only. The bidding process is “Single Stage Two Part followed by Reverse E-Auction”

19.2 The Bid Security is to be submitted by all the participating bidders of an amount as given in “Annexure A “ in the form of irrevocable

Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Form X1**". The Bid Security of unsuccessful bidder/s will be returned within 90 days from the award of contract and Bid Security of successful bidder will also be returned after acceptance of work order and submission of PBG Performance Bank Guarantee of requisite value.[If a bidder is bidding for more than one Group of States, say 3, then the total Bid Security amount to be given by the bidder will be sum of the amounts of Bid Security indicated (Refer to Annexure A) for these 3 Groups.]

20. Deadline for Submission of Bids on e-tender portal

- 20.1 Bids must be received by PFC on e-tender portal no later than the date and time, and at the address indicated in the BDS.
- 20.2 PFC may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of PFC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

21. Late Bids

- 21.1 PFC shall not consider any Bid whose bid security in original arrives after the deadline for submission of Bids, in accordance with ITB Clause 20. For the Bid security received by PFC after the deadline for submission of Bids, the respective bid shall be declared late, rejected, and returned unopened to the Bidder.

22. Withdrawal, Substitution, and Modification of Bids

- 22.01 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization .The corresponding substitution or modification of the bid must accompany the respective written notice and be uploaded on e-tender portal prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 20. All Notices must be clearly marked "Withdrawal," "Substitution," "Modification".
- 22.02 Bids requested to be withdrawn in accordance with ITB Sub-Clause 22.1 shall not be opened.
- 22.03 No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 16.1 or any extension thereof.

23. Bid Opening, Evaluation & Selection of Successful Bidder

- 23.1 Initially, PFC shall conduct the opening of Technical Proposals at e-tender portal on the date and time specified in the BDS.

- 23.2 The Price Proposals will remain unopened and will be held in custody of PFC(at e-tender portal) until the time of opening of the Price Proposals. PFC shall advise the pre-qualified bidders in writing about the date, time, and location of the opening of Price Proposals.
- 23.3 No Bid shall be rejected at the opening of Technical Proposals except for late bids or bid not accompanied with bid security in accordance with ITB Clause 17.
- 23.4 PFC shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 23.5 The date and time of the opening of Price Proposals (first round) through e-tender portal will be advised to respective bidders in writing by PFC. Bidders shall be given reasonable notice of the opening of Price Proposals.
- 23.6 In case the technical bids have been found non-responsive, PFC will notify Bidders in writing that their technical bids have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document
- 23.7 Later, PFC shall conduct the opening of Price Proposals of all technically responsive bidders through e-tender portal, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by PFC. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance. The price bids of technically non-responsive bidders shall not be opened. Only technically responsive bidders shall be invited to attend opening of price bids.
- 23.8 Price Proposals (first round) shall be opened through e-tender portal one at a time and the following read out and recorded:
- (a) the name of the Bidder
 - (b) whether there is a modification or substitution
 - (c) the Bid Prices and any other details as PFC may consider appropriate.
 - (d) Only Price Proposals, read out and recorded during the opening of Price Proposals shall be considered for evaluation. No Bid shall be rejected at the opening of Price Proposals.
- 23.9 PFC shall prepare a record of the opening of Price Proposals (first round) that shall include, as a minimum, the name of the Bidder

and the Bid Price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

23.10 The opening of first round price proposal will be followed by Reverse E-Auction (second round of financial bidding) for all the Group of States to be done separately for each Group. After shortlisting the bidders on basis of Single Stage –Two Part bidding process, Reverse E-Auction will be done among the shortlisted bidders.

23.11 **Intimation of Date and Time of Reverse E-Auction**

At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by mail to all bidders whose financial bids have been opened in first round. However, from this advance intimation it shall not be construed by the bidders that they have been short listed for Reverse Auction .Further, at least two hours before the schedule start time of reverse auction, a system generated e-mail for invitation for reverse auction will be sent to all the bidders, who have been shortlisted. A separate e-mail will also be sent by PFC to the shortlisted bidders informing the start time of reverse auction along with name of the Group for which they have qualified. Short listed bidders for reverse auction will be able to login into the TCIL website for reverse auction 15 minutes before the start time of reverse auction.

- It is to be noted that reverse auction of the 15 Group of States will be done one at a time taking each Group at a time.
- If after opening of the financial bid (first round) it is found that no bidder has stood L1 in more than the maximum quota of Groups of States that can be awarded to him, then the sequence of reverse auction will be as per the sequence G1 to G15, i.e. beginning with G1 and ending with G15.
- However, if a bidder is L1 (say Bidder A) in more Groups than what can be awarded to him as per the Qualifying requirements, then the Group in which the ratio of his quoted price to estimated price is lowest will be taken first for reverse auction, subsequently followed by other Groups in ascending order of ratios till the L1 bidder (Bidder A) exhausts the quota of maximum number of Groups that can be awarded to him as per his eligibility according to the Qualifying requirements. [In case of a scenario where Bidder A is L-1 in x groups, Bidder B in y groups and Bidder C in z groups with $x > y > z$, reverse

bidding shall start from x groups, then y groups and then z groups etc. In each case, start shall be from group where quoted price/estimated price is lowest & so on. However if y=z, then the group set(y or z) where average of quoted price/estimated price is lower shall be considered first. The balance groups shall be considered on sequence of G1 to G15]

- After awarding the L1 bidder the maximum number of Groups of States as per his quota, the remaining Groups in which the bidder A is still L1, the bidder A will not be allowed to participate in the reverse auction further but the L1 price of the L1 bidder (bidder A) will serve as the reference price in the remaining Groups for the reverse auction to be carried out among other qualified bidders in those Groups. If none of the bidders in these Groups matches up or beats the price of the L1 (bidder A) bidder, then Retendering of these respective Groups will be resorted to.

23.12 **Ranking and Shortlisting of Bidders for Reverse Auction**

All those bidders who are found to be technically qualified, will be ranked according to the first round quoted price in a Group, with the highest ranking (Rank 1) to that bidder who has quoted the lowest first round Price in a Group. If in a Group, the first round price is same for two or more bidders, then the bidder with the highest net-worth [FY2015-16] shall be given higher ranking. In case the net worth of the bidders are also same, then relative ranking shall be decided through a draw of lots.

[Net Worth

= Equity Share Capital

Add: Reserves

Subtract: Revaluation Reserves

Subtract: Intangible Assets

Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses]

Net-Worth should be duly certified by Company Secretary and be based on latest audited accounts. Same shall also be counterchecked by PFC through documentation submitted by bidder.

Out of all the qualified bidders, short listing will be done for reverse auction as under:

If the number of qualified bidders is more than three then the lowest ranked bidder (who has quoted the highest price) in a Group will be excluded from the Reverse Auction of the Group, while, all other bidders will be invited for Reverse auction. If

there is a tie among two or more bidders based on first round financial bid for the lowest rank, then the bidder with the lowest net worth among these bidders will be considered having lowest rank than the other bidder(s).If the number of qualified bidders is three or less than three in a Group then all the qualified bidders will be included for reverse auction.

The minimum decrement value for Reverse Auction is Rs 2,50,000 INR.

Bidders can quote any value lower than their quoted price.

However, no upward revision of the quoted Price will be permitted.

23.13 Duration and Procedure for Reverse Bidding

The initial auction period will be one (01) hour with a provision of auto extension by eight minutes from the scheduled/extended closing time if any revision of price is received in the last eight minutes of auction period or extended auction period.

If no valid bid is received during last eight minutes of auction period or extended period, the reverse auction period will be closed.

The auto extension for the reverse auction of each Group of States will not be allowed for more than ten times.

After auto extension of ten times the reverse auction will be closed.

During the reverse auction the following information will be displayed in the bidders bidding window:

- His first round quoted price for that Group and thereafter his last quoted price.
- The list of last quoted price of all bidders with their Pseudo identities and their time of quote.

23.14 Selection of Successful Bidders

After the reverse auction for a Group of States, the lowest quoting bidder will be awarded that Group subject to the conditions of the qualifying requirements related to the maximum number of Groups that can be awarded to him.

In case of a tie among two or more bidders, they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.

In all cases, PFC's decision regarding selection of bidders through Reverse Auction or otherwise based on first round financial bid or annulment of tender process shall be final and binding on all participating bidders. A detailed reverse auction

mechanism is enclosed at Annexure -B
Subsequent to the approval of the price proposal (after second round –reverse auction) evaluation, the LOI/LOA shall be awarded to the lowest Bidder for each Group according to the above procedure.

E. Evaluation and Comparison of Bids

24. Confidentiality

- 24.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- 24.2 Any attempt by a Bidder to influence PFC in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

25. Clarification of Bids

- 25.1 During technical bid evaluation Stage, to assist in the examination, evaluation, comparison and post-qualification of the Bids, PFC may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by PFC shall not be considered. PFC's request for clarification and the response shall be in writing.
- 25.2 However, at any Stage, no change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by PFC in the evaluation of Price Proposals, in accordance with ITB Clause 27.
- 25.3 Notwithstanding ITB Sub-Clause 24.2, from the time of opening the Technical Proposals to the time of Contract award for any Group of States, if any Bidder wishes to contact PFC on any matter related to the bidding process, it should do so in writing.

26. Responsiveness of Technical Proposal

- 26.1 PFC's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 26.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - 26.2.1 Bidding Document, PFC's rights or the Bidder's affects in

- any substantial way the scope, quality, or performance of the Services specified in the Contract; or
- 26.2.2 limits or is inconsistent in any substantial way, with the obligations under the Contract; or
- 26.2.3 if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals
- 26.3 If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by PFC and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 26.4 The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in Clause 26.2). No deviations will be admissible and the bidder shall submit a no deviation certificate (Form F6 of Section IX)

27. Non Conformities, Errors, and Omissions

- 27.1 PFC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 27.2 Provided that the Technical Proposal is substantially responsive, PFC will correct arithmetical errors during evaluation of Price Proposals on the following basis:
- 27.2.1 if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of PFC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- 27.2.2 if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 27.2.3 if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail
- 27.2.4 if there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount

expressed in percentage is related to an arithmetic error, the amount in figures shall prevail. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment.

27.2.5 Except as provided in sub-clauses herein above, PFC shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.

27.2.6 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

28. Preliminary Examination of Bids

28.1 PFC shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 10.2 have been provided, and to determine the completeness of each document submitted.

28.2 Likewise, following the opening of Price Proposals, PFC shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB Sub-Clause 10.3 have been provided, and to determine the completeness of each document submitted.

29. Examination of Terms and Conditions; Technical Evaluation

29.1 PFC shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

29.2 PFC shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in the Qualifying Requirements at Section IV of the Bidding Document have been met without any material deviation or reservation.

29.3 If, after the examination of the terms and conditions and the technical evaluation, PFC determines that the Technical Proposal is not substantially responsive in accordance with ITB Clause 26, it shall reject the Bid.

30. Evaluation of Bids

30.1 PFC shall evaluate Price Proposals of each Bidder for whom the Technical Proposal has been determined to be substantially responsive.

30.2 To evaluate a Price Proposal, PFC shall only use all the criteria defined in Eligibility Criteria in Section IV and evaluation methodology in Clause 23 of ITB. No other criteria or methodology shall be permitted.

30.3 To evaluate a Price Proposal, PFC shall consider the following:

30.3.1 the Bid Price quoted in Price Proposal Submission Sheet shall be inclusive of all duties, levies and taxes except service tax which shall be paid as per actual.

30.3.2 price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 27;

31. Comparison of Bids

31.1 PFC shall compare all substantially responsive bids to determine the lowest cost bid complete in all respects, in accordance with ITB Clause 23

32. Post qualification of the Bidder

32.1 PFC shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15, to clarifications in accordance with ITB Clause 25 and the Eligibility Criteria indicated in Section IV. Factors not included in Section IV, Eligibility Criteria shall not be used in the evaluation of the Bidder's qualification.

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

33. PFC's Right to Accept Any Bid, and to Reject Any or All Bids

33.1 PFC reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability to the Bidders.

F. Award of Contract

34. Award Criteria

34.1 After the Reverse E-Auction for a Group of States is closed, the lowest quoting bidder will be awarded that Group subject to the condition of the maximum number of Groups that can be awarded to him as per the conditions the Qualifying requirements.

35. PFC's Right to Vary Quantities: At the time the Contract is awarded or during the execution of contract, PFC reserves the right to vary the quantum of Services from -10% to +10% of the Contract Value (quoted or awarded), without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. Unit Price will be Average

Price per Circle in a Group of States for new state addition and awarded rate for a discom/state/state power department for new circle in already awarded discom/state/power department.

36. Notification of Award

36.1 Prior to the expiration of the period of bid validity, PFC shall notify the successful Bidder, in writing, that its Bid has been accepted. The same shall be in form of Letter of Intent (LOI) or Letter of Award (LOA). LOI shall be provided if states in a Group are not ready for inspection by TPCEA. LOA in such cases shall be provided when state is ready for inspection by TPCEA. The zero date of contract shall start only when LOA is provided. The contract validity is three years from date of LOA.

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

37. Signing of Contract

37.1 Within 15 days of issuing of Letter Of Award by PFC and receipt of same, (as specified in BDS), the successful Bidder shall execute Agreement as per Section X and return it to PFC. Failure of executing the same within 15 days of award shall be sufficient reason for annulment of award and forfeiture of Bid Security.

38. Contract Performance Guarantee

38.1 Within such period (15 days as specified in BDS) of the receipt of notification of award from PFC, the successful Bidder shall furnish the Contract Performance Guarantee in accordance with the GCC, using the Contract Performance Guarantee Form included in Section X, Contract Forms.

38.2 Failure of the successful Bidder to submit the above-mentioned Contract Performance Guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

39. Local Conditions

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

on the lack of such clear information or its effect on the cost of the works to the bidder.

40. Disclaimer

This Request for Proposal (RfP) has been prepared by the Power Finance Corporation Limited (PFCL) for Ministry of Power, Govt. of India AS ITS DESIGNATED NODAL AGENCY for selection of Third Party Concurrent Evaluation Agencies TPCEA) w.r.t. IPDS.

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

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

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

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

Section-III: Bid Data Sheet (BDS)

A. General	
ITB 1.1	The number of the Invitation for Bids is : 02:10:IPDS:I:2016:TPCEA
ITB 1.1	PFC is: Power Finance Corporation Limited
ITB 1.1	The name of the DCB is: “ Request For Proposal(RfP) for Appointment of TPCEA ”
ITB 2.1	The name of the Project is: Appointment of Third Party Concurrent Evaluation Agency (TPCEA)
B. Bidding Document	
ITB 6.1	For <u>clarification purposes</u> only, PFC's address is: Power Finance Corporation Ltd. 'Urjanidhi', 1, Barakhamba Lane, Connaught Place New Delhi-110001 Phone No.91-11-23456371/email: enquirytpceaipds@gmail.com and ipds@pfcindia.com
ITB 6.2	Pre-Bid Conference on 14/07/2017 at 1430 Hours IST Venue: Power Finance Corporation Ltd. 'Urjanidhi', 1, Barakhamba Lane, Connaught Place New Delhi-110 001
ITB 7.3	Website of PFC: www.ipds.gov.in www.pfcindia.com www.tcil-india-electronictender.com
C. Preparation of Bids	
ITB 9.0	The language of the Bid is: English
ITB 10.2	The Bidder shall submit with its Technical Proposal the following additional documents: Refer to Section (IX)
ITB 10.3	The Bidder shall submit with its Price Proposal the following additional documents: Refer to Section (IX)
ITB 11.0	Alternative Bids shall not be permitted.

ITB 12.3	The price escalation shall be as per escalation formula based on Wholesale Price Index (WPI) (Escalation Factor = $0.25 + 0.75(F_n/F_0)$ where F_n is WPI after n ($n > 1$) years from the original technical Bid opening date and F_0 is WPI as on Technical Bid Opening Date. F_n to be considered for the month in the year when job was accomplished. F_n considered shall have to be confirmed value and not provisional value as displayed at website http://www.eaindustry.nic.in/
ITB 13.1	Bidders shall express their bid price in INR. Wherever reference to “Rupees” or “Rs” as currency has been made, the same should be taken as “Indian Rupees”.
ITB 16.1	The bid validity period shall be Twelve months from date of Opening of the Technical Bid.
ITB 19.2	The Bid Security shall be required and the amount required to be furnished in Indian Rupee is indicated in Annexure A. Bid Security should be submitted Offline in a cover super-scribing “BID SECURITY”. If a bidder is bidding for more than one Group of States, say 3, then the total Bid Security amount to be given by the bidder will be sum of the amounts of Bid Security indicated (Refer to Annexure A) for these 3 Groups
ITB 17.2	The validity of Bid Security shall be same as the bid validity period viz. Twelve months from date of Opening of the Technical Bid
D. Submission and Opening of Bids	
ITB 18.1	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Notarized Power of Attorney: - A legal instrument of authorization as applicable under law must be provided by the bidder.
ITB 19.1	Tender Documents except the Bid Security to be submitted Online through the E-tender portal.
ITB 19.1	(a) Bidding process for the bid is : “Single stage Two Part followed by Reverse E-Auction” (b) Bid identification No. 02:10:IPDS:I:2016:TPCEA
ITB 19.1	For <u>Communication/Clarification purposes</u> only, PFC’s address is: Power Finance Corporation Ltd. 'Urjanidhi', 1, Barakhamba Lane, Connaught Place New Delhi-110001/ email: enquirytpceaipds@gmail.com and ipds@pfcindia.com /Phone: 011-23456371

ITB 20.1	<p>The deadline for bid submission is:</p> <p>Date: 26/07/2017 (tentative, will be confirmed later)</p> <p>Time: 11.00 Hours IST</p> <p>Wherever reference to “Time” has been made, the same shall be taken as Indian Standard Time. If time is mentioned in “P.M”, the same shall be converted into Hours by adding 12 Hours e.g. 3 P.M equal to 3 + 12 i.e. “15.00 Hours IST”</p>
ITB 23.1	<p>The technical bid opening shall take place[through e-tendering process] at: Address:- Power Finance Corporation Ltd. 'Urjanidhi', 1, Barakhamba Lane, Connaught Place New Delhi-110 001 Phone No.91-11-23456371/ Email: enquirytpceaipds@gmail.com and ipds@pfcindia.com</p>
ITB 23.5	<p>The financial bids shall be opened tentatively after a month of opening of technical bids and shall be informed to all technically responsive bidders.</p>
E. Award of Contract	
ITB 35.0	<p>The percentage by which contract value (Quoted/Awarded) price may be changed is: ± 10 percent on account of change in number of circles.</p>
ITB 38.0	<p>After issue of Letter of Award, if the successful bidder fails to furnish the required Contract Performance Guarantee within 15 days of the receipt of notification of award, PFC reserves the right to terminate the award by forfeiting Bid Security without any notice.</p>
ITB 37.0	<p>After issue of Letter of Award, if the successful bidder fails to sign the Contract Agreement within 15 days from the date PFC reserves the right to terminate the award by forfeiting Bid Security without any notice.</p>

Note: All conditions and clarifications as mentioned above are already mentioned in Section-II viz. Instructions to Bidders.

Section IV: Eligibility Criteria

For all bidders[sole legal entity or a consortium of not more than 2 separate legal entities], following Qualification requirements shall be applicable:

S. No.	Criteria	Documentary Evidence	Justification
A	<i>The Firm / Agency (Bidder can be sole bidder or consortium of maximum two agencies) (Lead bidder +Consortium partner) Sole bidder or lead consortium partner should be a registered entity with minimum 5 years of existence and other consortium partner, if any should be a registered entity with minimum 1 year of existence.</i>	<i>-Certificate of Incorporation / Registration as per Company Act 1956/2013 -PAN Card -Service Tax Registration Certificate</i>	<i>Consortium for more participation</i>
B	<i>The Firm / Agency (Both members put together in the case of a Consortium) having cumulative turnover* greater than Rs. 10 Crore but less than or equal to 20 Crore during the last 3 audited financial years will be eligible for award up to maximum two "Groups", while a Firm / Agency having cumulative turnover greater than Rs. 20 Crore during the last 3 audited financial years will be eligible for award of more than two and up to maximum four "Groups". (*Only Operating Income in audited annual report will be considered as turnover)</i>	<i>Audited Annual Reports/Audited financial statements (Balance sheet &Profit and Loss A/C) for the last 3 financial years. The 3 financial years to be considered will be 2013-14,2014-15 & 2015-16</i>	<i>To assess financial health.</i>
C	<i>The Firm / Agency (Both members put together in the case of a Consortium) should have positive net profit before tax (PBT) in each of the last 3 financial years.</i>	<i>Audited Annual Reports/Audited financial statements (Balance sheet &Profit and Loss A/C) including notes and schedules, for the last 3 applicable financial years. The 3 financial years to be considered will be 2013-14,2014-15 & 2015-16</i>	<i>To assess profitability</i>

D	<p>For a Firm/Agency (Both members put together in the case of a Consortium) to be considered for award up to maximum two Groups, the Cumulative Order value of the bidder for works of Consultancy/Technical Audit/Verification/Testing/Inspection/Project Monitoring works/DPR preparation works in Energy Sector during the last three financial years will not be less than Rs.3 Crore ,while for a Firm/Agency to be considered for award of more than two and up to maximum four Groups, the Cumulative Order value of the bidder for works of Consultancy/Technical Audit/ Verification/ Testing/Inspection /Project Monitoring works/DPR Preparation works in Energy Sector during the last three financial years will not be less than 5 Crore</p>	<p>Work Order or LoA from the Owner/Client for the work awarded along with proof of payment against minimum two invoices. The 3 financial years to be considered will be 2013-14,2014-15 & 2015-16 cumulative</p>	<p>To assess work experience</p>
E	<p>For a Firm/Agency (Both members put together in the case of a Consortium) to be considered for award up to maximum two Groups ,the bidder must have a Staff of at least 50 personnel including at least 20 personnel having at least 5 year experience of Consultancy/Technical Audit, Verification/ Testing/ Inspection /Project Monitoring works /DPR Preparation works in Energy Sector, while for a Firm/Agency to be considered for award of more than two and up to maximum four Groups ,the bidder must have a Staff of at least 75 personnel including at least 30 personnel having at least 5 year experience of Consultancy/Technical Audit, Verification/ Testing/ Inspection /Project Monitoring works/DPR preparation works in Energy Sector</p>	<p>Certification from Company Secretary /any of Board of Director</p>	<p>To assess manpower strength</p>
F	<p>The Firm / Agency (Any member of the Consortium) should not have been black listed by Central PSUs.</p>	<p>Certification from Company Secretary /any of Board of Director</p>	<p>To assess credibility</p>
G	<p>In case of a consortium, the minor partner must meet at least 25% of the criteria under Serial No. B, D and E of QR as detailed above.</p>	<p>Certification as required for Serial No. B, D and E.</p>	<p>To assess financial health of the minor partner in a Consortium.</p>

Remarks

- The 'bidder' as mentioned above shall be in line with Clause 4 (Eligible Bidders) of ITB.
- The "Group" as mentioned above shall be as per Form P-2 of Section IX.
- A consortium cannot have more than two members.

Section-V: Scope of Work

Introduction

The Ministry of Power/PFC are intending to engage experienced and qualified Agency who is capable of providing services for carrying out Third Party Concurrent Evaluation Work under IPDS. The purpose is to improve programme implementation in terms of quality, quantity and project outcome parameters. It will be a qualitative assessment of the activities with quantitative analysis (data). The Agency is required to provide evidence of requisite experience, professional skills, Personnel and technical resources to provide the services required by MoP/PFC in timely and efficient manner on the terms and conditions set herewith. The agency shall be called 'Third Party Concurrent Evaluation Agency'[TPCEA].

TPCEA shall be required to verify compliances viz. Quality of Material and Erection, and Process and achievements of execution of projects in various Circles sanctioned under Integrated Power Development Scheme (IPDS). In addition to this it shall carry out concurrent & post implementation evaluation of the IPDS scheme in above areas.

The brief scope of work for Agencies shall include but not limited to the following:

1. Compliance Based Evaluation

1.1 Material Checking:

- 1.1.1 The quality of materials to be procured for project will be ensured by the Utility as per its approved Material Quality Plan (MQP). TPCEA shall verify whether the material inspection reports of the various material inspections carried by the Utility, are available and Utility approved MQP (including approved deviations, if any) have been followed in material procurement.
- 1.1.2 TPCEA to check any major material procured before date of sanction of project, is not installed under IPDS. Any deviation to this is to be reported to PFC and Utility.

1.2 Process Checking:

- 1.2.1 TPCEA will carry out field inspections for IPDS works awarded on Turnkey/ Partial Turnkey/Departmental basis. The field inspections for each selected Circle have been stipulated to be carried out on completion of 25%, 60%, 100% of 'Financial Progress corresponding to the Physical Progress' respectively and a final inspection when all defects/ discrepancies observed in the previous inspections have been rectified. However, in case an additional visits are required to accomplish works as mentioned in scope of work in this document, no extra charge will be paid to TPCEA.

- 1.2.2 Field Quality Plan will be approved by utility for all work executions including departmental execution. In case the Quality Plan has been provided by the executing agency, the same shall be approved by the Utility. The TPCEA will verify execution of work in adherence to Utility approved Field Quality Plan.
- 1.2.3 TPCEA is required to verify – a) Availability of Quality Assurance & Inspection Plan documents with Utility during course of IPDS project execution and for future reference. b) Whether meeting of District Vigilance & Monitoring Committee meetings taken place in each District to review IPDS project Implementation.
- 1.2.4 TPCEA will carry out Visual Checks in terms of physical alignment of line and pole, conductor sag and transformer ratings.
- 1.2.5 Checking of test charge reports, commissioning test reports and final test reports (within defined BOQ%) of 66/11 kV/33/11 kV sub-stations, Transformers, HT/LT lines and other equipments.

1.2.6 Field Quality Checking BoQ:

The TPCEA will carry out Field inspections on sample basis on the following BOQ Items as under:

- *15% of length Feeder works (33 KV/11KV/LT)*
- *15% of length ABC Cables*
- *100% New Sub-Stations/Additional Power Transformers/Augmentation*
- *25% R&M of Sub-Stations.*
- *25% Bay Extension in Sub-Stations.*
- *15% of New DTs./Capacity enhancement.*
- *15% of Pre-paid/Smart meters in Govt Establishments*
- *15% of AMI/Smart Meters in SCADA Towns*
- *15% of DT Meters*
- *15% Feeder Meters/Boundary Meters.*
- *5% of length Underground Cables*
- *1% or 500 of Consumer Meters whichever is less*
- *1% of Pillar Boxes*
- *15% of HVDS.*
- *15% of Solar Panels*
- *15% of RMU/Sectionalizer*
- *15% of locations for NOFN connectivity.*
- *Testing of earthing resistance of all Sub-Stations & 15% of DTs.*
- *Adherence to Safety standards and relevant statutory clearances like- safety, fire, etc.*
- *IT Components[For Non-R-APDRP Towns]:*

- Addl. Hardware at Data Center/Disaster Recovery Center-100%
- IT Infrastructure/Hardware at each Town-10%
- Asset Mapping in each town-1% [Subject to maximum of 100 No. of each category of assets]
- Integration of Towns with Data Center/Disaster Recovery and operationalization of application software at each town-100%
- ERP:
 - Operational Checking of all functionalities & Modules as per Order-100%
 - IT Infrastructure/Hardware-100%

1.2.7 *Note:* Wherever if percentage as mentioned in field inspections above amounts to quantities in decimal number, then next natural number is to be considered for execution. TPCEA to ensure that the field inspection of the various items covered meets the percentage criteria for various items in totality, with the quantities given in the letter of award by Discom. IT Components and ERP to be checked only on their completion i.e. at 3rd Field Inspection Stage and beyond. Entire BoQ items as mentioned above may not form BoQ of a Circle. Only items that are part of Circle's BoQ to be considered for inspection and hence payment.

2. **Concurrent and Post Implementation Evaluation**

The Concurrent evaluation is the evaluation of activities undertaken to achieve programme objectives. For evaluation it is important to look not only at its direct outcomes but also at what happened along the way. Such evaluations bring out results of monitoring as well as qualitative assessments of the activities. Therefore, the focus of concurrent & post implementation evaluation would be to evaluate adherence to works and materials quality plan, compliance of gaps/shortcomings/defects reported in previous inspections, safety standards, project timelines and IPDS guidelines by the Utility in respective Circle/Project area. To carry out the task, the TPCEA would be required to do field inspections as well as visit to Circle/other offices as often as required. The stages of inspections could be more depending upon MoP/PFC requirements.

2.1 **Field Inspections** (As and when calls given by PFC)

The field inspections are to be done on completion of 25%, 60%, 100% of 'Financial Progress corresponding to the Physical Progress' (means that if the financial value of physical works executed is 25% of award value of a

Letter of Award (LOA)/approved estimate of Utility, then the work will become due for 1st field inspection) and a final inspection when all defects/ discrepancies observed in the previous inspections have been rectified. The call for each inspection will be given by PFC to the TPCEA on receipt of communication from Utility. After every field inspection, the TPCEA shall submit a report on the works defects/ shortcomings/exceptions found during field inspection, along with qualitative and quantitative checks, and shall submit the same to PFC and respective Utility within 2 months of call for inspection. The defects/shortcomings/exceptions indicated in above report would be addressed by Utility. The details of stages of field inspections are given below:

- 2.1.1 The 1st field quality inspection will be carried out by the TPCEA upon 25 % of 'Financial Progress corresponding to Physical Progress of the work'.
- 2.1.2 The 2nd field quality inspection will be carried out upon 60 % of 'Financial Progress corresponding to Physical Progress' of the work. In addition, at the time of second inspection, the defects/shortcomings/exceptions pointed out during the first inspection will be re-inspected by TPCEA.
- 2.1.3 The 3rd field quality inspection will be carried out upon 100 % of 'Financial Progress corresponding to Physical Progress' of the work. In addition, at the time of 3rd inspection the defects/shortcomings/exceptions pointed out during the 2nd inspection will be re-inspected.
- 2.1.4 The final quality field inspection after call for inspection from PFC upon confirmation from utility that the defects/shortcomings/exceptions pointed out during previous visits have been attended.

2.2 Evaluation of other process and achievements (Monthly reporting)

- 2.2.1 In addition to para 1 and 2.1 above, TPCEA would make monthly assessment of–
 - a) Stage-wise delays, if any, in bidding/award with duration and reasons.
 - b) Progress in completion of project works including network strengthening works, metering (including smart meters), IT enabling works, solar rooftop panels etc.
 - c) Funds disbursement from MoP down to the level of Contractors in Utilities.

To carry out the assignment. TPCEA shall have to visit field locations and Utility, as and when required.

- 2.2.2 TPCEA would submit the reports on monthly basis, Quarterly summary

reports and an annual in-depth analysis report. An indicative methodology could be through study and analysis of reports, documentations of nodal agency, PMA, Utility etc.

3. Manpower Requirement:

3.1 Suggestive manpower requirement is as under (Refer to Form P 1 & P2 in PART IX.):

There shall be one Project Incharge per Utility and one Engineer per 5 circles (If say in a State Utility, there are 6 circles, then at least two Engineers).

S. No.	Team Composition	Nos.	Nature of Experience	Responsibility
1	Project Incharge	1 per Utility	Having an engineering degree or equivalent in the discipline of Electrical/Electronics /Mechanical/IT Engineering with at least 15 years of post- qualification experience in the field of Energy Sector	Coordinate with PFC, Utility, fields, team members, PMA, UVA, ITIA and other stake holders for overall Study and finalization of reports. Timely submission of all reports to PFC. Attending of review meetings called by PFC. Timely update of progress on PFC's web portal/App.
2	Engineers	1per 5 Circles	Having an engineering degree or equivalent in the discipline of Electrical/Electronics /Mechanical/IT Engineering with at least 5 years of post- qualification experience in the field of Energy Sector.	To carry out field level inspections/studies, collection of data/information, preparation of reports. Interact with Circle Heads at regular intervals

Note:

- i Tamil Nadu, Puducherry, will have one common Project incharge, Kerala and Cochin Port Trust will have one common Project incharge, Chandigarh & Delhi will have one common Project incharge.
- ii Wherever four or more than four engineers are required per utility, a supervisor to be deployed apart from Project Manager. [Qualifications same as that of Project Manager, but with reduced experience (at least 10 years)].
- iii The agency will have to provide Bio-Data of the deployed manpower, whose posting will remain fixed till the completion of the contract. However, in case of any exigency, the manpower deployed in the project area can be replaced with manpower having equivalent capability, but reasons justifying the exigency will have to be given.
- iv Additional Manpower, if required for satisfactory completion of work within timelines as per scope may have to be deployed by the agency without any cost implication.

4. Other Terms & Activities

- 4.1 The agency shall be required to open an office in concerned Utility Headquarter of each Utility/Discom of the awarded Group/Groups and deploy requisite manpower [within a month of intimation by PFC that concerned utility has placed award on implementing agency].
- 4.2 The requisite manpower for carrying out the inspection shall be arranged by the Agency and the inspection carried out is to be reported in the prescribed formats provided by the PFC from time to time as per the terms of Deliverables.
- 4.3 PFC will inform the name of the Nodal Officer to whom to report about the day to day progress and performance of the assignment.
- 4.4 Insurance of man-power, tools and tackles, all safety and statutory obligations etc. required for work are to be arranged by the agency at its own cost.
- 4.5 The requisite data /information for the inspection shall be collected by the agency from the respective and concerned utilities from time to time and the same will be provided to PFC.
- 4.6 All the resources required for successful completion of works under the contract shall be arranged by the agency within the awarded contract value without any extra cost.
- 4.7 The prime reference document for TPCEA shall be Letter of Award (LOA),

along with Quality and Inspection Plan of the Discom/Utility. If the Quality and Inspection Plan has been provided by the Executing Agency, the same should be approved by the Utility.

- 4.8 The area of coverage for TPCEA-Towns covered in the approved DPR of respective Circle/Project area under IPDS shall be in the scope of TPCEA. Tentative list of Circles in each project area is as per annexure-A, same may be increased/decreased but the area of coverage shall be as mentioned above.
- 4.9 There is a possibility of adding certain Circles/Project area of other States/Utilities under IPDS at the Average Circle rate of that Group. Like Andaman & Nicobar maybe clubbed with Group 3 at the same Average Circle rate of Group 3. Similarly, Lakshadweep may be added to Group 5, while the three utilities of Delhi: BSES(Rajdhani), BSES (Yamuna) and TPDDL may be added to Group 10 and Dadra & Nagar Haveli and Daman & Diu may similarly be added to Group 9.
- 4.10 The TPCEA will collect the copy of the contract agreement along with the contract specification of each work, approved surveys and as executed line charts.
- 4.11 The TPCEA will follow the technical specification given in the contract and relevant IS/IEC specifications. The DISCOM shall make available for inspection the relevant contract specification, approved BOQ drawings, surveys, copy of contracts agreement, Letter of award schedule of activities etc.
- 4.12 The reports submitted by the TPCEA will include the following and shall be in line with guidelines and formats issued by PFC/MoP for quality inspection works under IPDS:
 - a) Report of defects noted during inspections.
 - b) Digital photographs of the defects noted.
- 4.13 The copy of the reports will be given to the Utility for attending of defects/shortcomings/exceptions.
- 4.14 Reports shall be in the prescribed formats in hard copy as well as in electronic form based on guidelines issued by PFC/MoP in this regard.
- 4.15 After inspections at various stages, the TPCEA shall submit the reports to PFC with copy to Utility. PFC will take up with the Utility for removal of defects/shortcomings/exceptions observed.
- 4.16 TPCEA to also submit report to PFC on the action taken by the Discom/Utility

in attending the defects/shortcomings/exceptions pointed out by TPCEA.

- 4.17 Adherence to Systems and Procedures: The TPCEA shall also verify the adherence to Standard bidding documents, adherence to IPDS guidelines by Project Implementing Agency and turnkey contractors during project implementation. Also, the TPCEA will verify the availability and awareness of project specific drawings, documents, quality assurance plans, etc.
- 4.18 The TPCEA will point out the causes of delay of the project and shall suggest resolution.
- 4.19 Verification of Quality Check Documentation of Utility: All quality assurance checks shall be documented properly and signed by quality engineers of the turnkey contractor and the Utility and shall be kept for future reference. These documents shall be verified by the TPCEA.
- 4.20 TPCEA will submit the report of every major inspection visit within two months from the call by PFC for respective inspection (25%, 60%, 100%, Final etc.) otherwise LD will be applicable. During every such visit for field inspection the TPCEA will submit weekly report to PFC about the schedule and progress of inspection.
- 4.21 TPCEA to also submit report on expenditure by Utility, progress and constraints, if any for timely completion of project. The report is to be submitted in requisite format (to be provided by PFC), as and when required by PFC to examine fund claims of concerned utility.
- 4.22 After final inspection of works as indicated under para 1.2.7 above in each Circle/Project area, the TPCEA will submit status (in the form of a certificate) of project completion of respective Circle/Project to PFC.
- 4.23 The TPCEA 'Project Incharge' deployed in Discoms in different Groups will regularly interact with the Discom/Utility Head about projects implementation progress.
- 4.24 Similarly, the TPCEA Engineers will interact with Circle Heads at regular intervals.
- 4.25 TPCEA Project-in-charge shall also be required to participate in Regular Review Meetings called by PFC at New Delhi or any other place as decided by PFC and make presentation in the meeting regarding status of implementation of IPDS in Discom/Utility.
- 4.26 TPCEA Project-Incharge would be required to ensure timely update of progress on PFC's web portal/App.
- 4.27 Above list is non-exhaustive and TPCEA shall have to perform other activities

toothat are required for successful and quality verification, monitoring and evaluation of entire Project.

- 4.28 The payments to TPCEA shall be made on acceptance of report by Nodal Agency.

5. Time period of Contract

The contract shall be valid for period of 3 (three) years from the date of issue of Letter of Award and shall be extendable on same terms and conditions as per the requirements of PFC.

BoQ & Payment Terms

S.No.	BoQ	Payment Terms
1	Advance-10% of Award Cost against advance BG of 11% of Award cost, to be recovered against next invoices on pro-rata basis.	10% (to be recovered from next invoices)
2	Submission of Report after verification of First Field Quality Inspection[as defined in scope of work) within 2months of call by PFC[on 25 % of 'Financial Progress corresponding to Physical Progress of the work']	20%
3	Submission of Report after verification of Second Field Quality Inspection[as defined in scope of work) within 2months of call by PFC[on 60 % of 'Financial Progress corresponding to Physical Progress of the work']	20%
4	Submission of Report after verification of Third Field Quality Inspection[as defined in scope of work) within 2months of call by PFC[on 100 % of 'Financial Progress corresponding to Physical Progress of the work']	20%
5	Submission of Report after Final Field Quality Inspection [on call by PFC subsequent to rectification of defects/ shortcomings/exceptions of previous reports]	20%
6	Submission of monthly, quarterly and annual reports- 1 st year.	5%
7	Submission of monthly, quarterly and annual reports- 2 nd year.	5%
8	Submission of monthly, quarterly reports and Post-Implementation report – final year.	10%

Note: Payment shall be made on basis of project areas/circles and actual BOQ performed by TPCEA. Rate for project areas/circles shall be based on per unit rate

*arrived for award for a particular Utility/Discom/Power Department as the case may be. **The payments shall be made on acceptance of report by Nodal Agency.***

Section VI: Definitions and Abbreviations

Definitions

- 1.1 The Contract” means the agreement entered into between PFC and TPCEA as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 “PFC” shall mean the Power Finance Corporation Limited., New Delhi, India (A Government of India Undertaking) having its Corporate office at “Urjanidhi”, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001 and shall include their legal representatives, successors and assigns
- 1.3 “TPCEA” shall mean the Bidder whose bid will be accepted by the “PFC” for the award of the Works and shall include such successful “Bidder’s legal representatives, successors and permitted assigns”.
- 1.4 The term “Contract Price” shall mean the lumpsum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works. It includes all taxes and duties, except service tax.
- 1.5 Nodal Agency: Power Finance Corporation (PFC), has been designated as Nodal Agency by Ministry Of Power, Government Of India, for operationalization of Integrated Power Development Scheme.
- 1.6 Domestic Competitive Bidding (DCB) implying that tender notice to be in national press only, payments in Indian Rupees only and bidders registered in India only eligible for bidding.
- 1.7 ‘Bid security’ implying ‘A bank guarantee [in format as part of this document] submitted with the bid to guarantee to the owner that the bidder, if awarded the contract, will execute the contract within a specified period of time and will furnish any bonds or other requirements of the bid documents.’

Abbreviations

BoQ: Bill of Quantities

OEM: Original Equipment Manufacturer

PMA: Project Management Agency

R-APDRP: Restructured Accelerated Power Development and Reforms Programme

SCADA: Supervisory Control and Data Acquisition System

TPCEA: Third Party Concurrent Evaluation Agency

IPDS: Integrated Power Development Scheme

LOA: Letter Of Award

LOI: Letter Of Intent

BDS: Bid Data Sheet

MQP: Manufacturer Quality Plan

NOFN: National Optical Fibre Network

RMU: Ring Main Unit

IT: Information Technology

LD: Liquidated Damages

Section- VII: General Conditions of Contract

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

2. **Corrupt Practices**
 - 2.1 PFC requires bidders and TPCEA to observe the highest standard of ethics during the execution of such contracts.
 - (a) The following definitions apply:
 - “corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the selection process or the execution of a contract;
 - “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of PFC, designed to influence the action of any party in a selection process or the execution of a contract/establish prices at artificial uncompetitive levels;
 - “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a selection process, or affect the execution of a contract;
 - (b) PFC will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
 - (c) PFC will declare a consultant/bidder/supplier ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt practices in competing or in executing contract
 - (d) PFC will have the right to inspect the accounts and records of the TPCEA relating to the performance of the contract and have the same audited by auditors appointed by PFC.

3. Interpretation 3.1 In this Contract unless a contrary intention is evident:

- a) The clause headings are for convenient reference only and do not form part of this Contract;
- b) Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d) A word in the singular includes the plural and a word in the plural includes the singular;
- e) A word importing a gender includes any other gender;
- f) A reference to a person includes a partnership and a body corporate;
- g) A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h) Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- i) In the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.

3.2 Entire Agreement

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

3.3 Amendment

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

3.4 Obligation of TPCEA: Standards Of Performance

The TPCEA shall perform the Services and carry out the obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by

professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods in execution of project. The TPCEA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to PFC, and shall at all times support and safeguard PFC's legitimate interests in any dealings with Consultants or Third Parties.

3.5 Nonwaiver

3.5.1 Subject to GCC Sub-Clause 3.5.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

3.6 Severability

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

4. Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the TPCEA and PFC, shall be written in English. Supporting documents and printed literature that are part of the Contract too need to be in English.

5. Consortium

5.1 If the Supplier is a joint venture, consortium, or association of persons, all of the members of such joint venture, consortium, or association of persons shall be jointly and severally liable to the Purchaser for the

fulfillment of the provisions of the Contract. The members shall designate one party to act as a Lead Member with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

5.1.1 Without prejudice to Clause 5.1 of this GCC, for the purposes of fulfillment of its obligations as laid down under the Contract where the Purchaser deems fit and unless the context requires otherwise, Supplier shall refer to the Lead Member who shall be the sole point of interface between the Purchaser and the Consortium and would be absolutely accountable for the performance of its own, the other members of Consortium and/or its Team's functions and obligations.

5.1.2 All payments shall be made by the Purchaser in favour of the Lead Member.

5.1.3 No amendment or modification shall be made to the MOU executed between the members of the Consortium in accordance with ITB clause 4, without the prior approval of the Purchaser.

6. Notices

6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the following address:

1. For the Owner:
Power Finance Corporation Limited.
"Urjanidhi", 1, Barakhamba Lane, New Delhi-110001
Attention:-----
Facsimile:-----

2. For Consultants:
Address:-----
Attention:-----
Facsimile:-----
Email:-----

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

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

7. Governing Law and Jurisdiction

7.1 The Contract shall be governed by and interpreted in accordance with the laws of the India. The Courts in New Delhi shall have exclusive jurisdiction in respect of disputes arising out of this contract and RfP.

8. Settlement of Disputes

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

8.2

(i) (Applicable if, Private company or Agency is selected as TPCEA under this RFP)

If the parties fail to resolve such a dispute (the date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in formal communication clearly mentioning existence of dispute or as mutually agreed) or differences by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution of disputes in accordance with the Arbitration and Conciliation Act 1996 as may be modified and amended from time to time. The Arbitral Tribunal shall consist of three Arbitrators. Each party shall nominate an Arbitrator and two nominated Arbitrators shall mutually nominate a third Presiding Arbitrator. The Place of Arbitration shall be New Delhi.

(ii) (Applicable if, Government Company or Agency is selected as TPCEA under this RFP)

If the parties fail to resolve such a dispute (the date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by

mutual consultation within twenty-eight (28) days from the commencement of such consultation, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitration shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award of the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

8.3 The mechanism for resolution of disputes for bidders shall be in accordance with the Indian Arbitration and Conciliation Act of 1996. The Arbitral Tribunal shall consist of 3 Arbitration. Each party shall nominate an Arbitrator and the 2 nominated Arbitrators shall mutually agree and nominate a third Presiding Arbitrator.

8.4 The place for arbitration shall be New Delhi

9. Scope of Work **9.1** The Services to be supplied are specified in Section V, Scope of Work. At the time of awarding the contract, PFC shall specify any change in the Scope of Work. Such changes may be due to for instance, if the quantities of services are increased or decreased at the time of award.

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

10. Delivery **10.1** Delivery of the Services shall be in accordance with the

Deliverables specified in the Section V, Scope of Work.

- 11. TPCEA's Responsibilities** **11.1** The TPCEA shall supply all the Services included in the Scope of Work in accordance with GCC Clause 9, and the Deliverables, as per GCC Clause 10.
- 12. PFC's Responsibilities** **12.1** Whenever the supply of Services requires that the TPCEA obtain permits, approvals, and import and other licenses from local public authorities, PFC shall, if so required by the TPCEA, make its best effort to assist the TPCEA in complying with such requirements in a timely and expeditious manner.
- 12.2** PFC shall bear all costs involved in performance of its responsibilities, in accordance with GCC Sub-Clause 14.1
- 12.3** The <official> of PFC may act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the TPCEA
- 12.4** PFC may provide on TPCEA's request, particulars/information/ or documentation that may be required by the TPCEA for proper planning and execution of Scope of Work under this contract. TPCEA shall not be absolved of its obligation and shall be solely responsible for carrying out the obligations under this contract.
- 13. Contract Price** **13.1** The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as also subject to provisions of Clause 13.2.
- 13.2** Prices charged by the TPCEA for the Services performed under the Contract shall not vary from the prices quoted by the TPCEA in its final bid, with the exception of any price adjustments authorized in the SCC. The contract price includes all travel, communication and residential [boarding and lodging] costs, IT costs etc. that TPCEA may have to incur. TPCEA may have to replace personnel, in case their performance is found to be deficient by PFC.
- 14. Terms of Payment** **14.1** The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work/change order on account of change order will be submitted by the TPCEA unless the said extra work /change order has been authorized/approved by PFC in writing.

14.2 The TPCEA's request for payment shall be made quarterly (i.e. by 1st of Jan, Apr, July & Oct of every year) to PFC in writing, accompanied by invoices describing, as appropriate, Services performed, accompanied by the documents submitted pursuant to GCC Clause 10. Payment shall be made online in TPCEA's account. In case an invoice is raised, but the service has been deficient, the invoice shall not be considered for payment. Invoices shall have to be submitted to IPDS Unit, PFC.

14.3 Payments shall be made promptly by PFC, no later than sixty (60) days after submission of an invoice or request for payment by the TPCEA, and acceptance by PFC. The invoices for less than Rs 15 lac submitted in any quarter shall not be paid. However same shall be paid along with subsequent invoices submitted in next quarter.

14.4 If any excess payment has been made by PFC due to difference in quoted price in proposal and TPCEA's invoice, PFC may without prejudice to its rights recover such amounts by other means after notifying the TPCEA or deduct such excess payment from any payment subsequently falling due to the TPCEA.

14.5 The currency in which payment shall be made to the TPCEA under this contract is Indian Rupees (INR).

15. Taxes and Duties

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

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

16. Contract Performance Guarantee

16.1 The TPCEA shall, within fifteen (15) days of the notification of Contract award, provide a Contract Performance Guarantee for the due performance of the Contract in the amounts and currencies specified in the SCC.

16.2 PFC shall at its sole discretion invoke the Contract Performance Guarantee and appropriate the amount secured there under, in the event that the TPCEA commits any delay or default in Delivery of the Services or commits any other breach of the terms and conditions of the Contract.

16.3 The Contract Performance Guarantee shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by PFC in the SCC.

16.4 The Contract Performance Guarantee shall be discharged by PFC and returned to the TPCEA not later than Fifteen (15) days following the date of completion of the TPCEA's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.[The TPCEA shall provide Contract Performance Guarantee of ten (10) percent of the total Contract Price . The currency of the Contract Performance Bank Guarantee will be kept valid for 48 Months starting from the date of issue of letter of Award.]

17. Intellectual Property

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

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

17.3 The TPCEA shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the TPCEA shall keep PFC indemnified against all costs,

expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the TPCEA or its personnel during the course of performance of the Related Services. In case of any infringement by the TPCEA, the TPCEA shall have sole control of the defense and all related settlement negotiations

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

18. Conflict Of Interest:

It would be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold PFC's interests paramount, without any consideration for future work and that in providing advice they avoid conflicts with other assignments and their own corporate interests. If Consultant is found to be in Conflict of Interest due to any of the below mentioned instances then this Contract may be terminated as provided under Clause 30.

- (a) Conflict between consulting activities and services: A firm that has been engaged to provide services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing services for such preparation or implementation.
- (b) Conflict among Consulting Assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. Similarly, consultants hired to prepare Terms Of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- (c) Relationship with PFC's Staff : Consultants(including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the PFC's staff or with the staff of the project implementing agency, who are directly or indirectly

involved in any part of (i) the preparation of TOR of the contract (ii) the selection process for such a contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established, that such relationship would not affect the aspects of fairness & transparency in the selection process & monitoring of consultant's work.

19. Confidential Information

19.1 Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading upto or the entering of the contract

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

19.3 TPCEA shall not use such documents, data, and other information received from PFC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

19.4 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

19.4.1 PFC or TPCEA need to share with the institutions participating in the financing of the Contract;

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

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

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

19.5 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

- 19.7 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
- 20. Sub-contracting** 20.1 Not permitted in this contract
- 21. Inspections and Tests** 21.1 The TPCEA shall at its own expense and at no cost to PFC carry out all such tests and/or inspections of to ensure that the provided Services Scope of Work at Section V.
- 22. Liquidated Damages and Penalty** 22.1 Except as provided under GCC Clause 25, if the TPCEA fails to deliver the Services within the period specified in the Contract, PFC may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such goods and services. Liquidated Damages shall be stage wise viz. for each payment stage.
- 23. Liability/ Indemnity** 23.1 The TPCEA hereby agrees to indemnify PFC, for all conditions and situations mentioned in this clause, in a form and manner acceptable to PFC. The TPCEA agrees to indemnify PFC and its Directors, officers, servants, agents (“ **PFC Indemnified Persons**”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- (a) any negligence or wrongful act or omission by the TPCEA or its agents or employees or any third party associated with TPCEA in connection with or incidental to this Contract; or
 - (b) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.
- 23.2 The TPCEA shall also indemnify PFC against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
- 23.3 Without limiting the generality of the provisions of this

article 22.1 and 22.2, the TPCEA shall fully indemnify, hold harmless and defend PFC Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which PFC Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the TPCEA in performing the TPCEA's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the TPCEA shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the TPCEA shall promptly make every reasonable effort to secure for PFC a license, at no cost to PFC, authorising continued use of the infringing work. If the TPCEA is unable to secure such license within a reasonable time, the TPCEA shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

23.4 Survival on Termination

The provisions of this Clause 22 shall survive Termination.

23.5 Defense of Claims:

23.5.1 If any proceedings are brought or any claim is made against PFC arising out of the matters referred to in GCC Sub-Clause 30.1, 30.2, or 30.3 PFC shall promptly give the TPCEA a notice thereof, and the TPCEA may at its own expense and in PFC's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

24. Limitation of Liability **24.1** Except in cases of gross negligence or willful misconduct:
(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the TPCEA to pay liquidated damages to the PFC; and
(b) The aggregate liability of the TPCEA to PFC, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price.

25. Change in Laws and Regulations **25.1** Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of PFC's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, in consultation between PFC and TPCEA.

26. Force Majeure **26.1** The TPCEA shall not be liable for forfeiture of its Contract Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

26.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the TPCEA that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the TPCEA. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

26.3 If a Force Majeure situation arises, the TPCEA shall promptly and no later than seven days from the first occurrence thereof, notify PFC in writing of such condition and the cause thereof. Unless otherwise directed by PFC in writing, the TPCEA shall continue to perform its obligations under the Contract as far as is

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

26.4 The decision of PFC with regard to the occurrence, continuation, period or extent of Force Majeure shall be final.

27. Change Orders and Contract Amendments

27.1 PFC may at any time order the TPCEA through Notice in accordance GCC Clause 9, (“Change Order”) to make changes within the general scope of the Contract in any the Services to be provided by the TPCEA.

27.2 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the TPCEA’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the TPCEA for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the TPCEA’s receipt of PFC’s Change Order.

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

28. Representations, Warranties and Disclaimer

28.1 The Consultant warrants that they have obtained all necessary corporate approvals to enter into an Agreement and that no consent, approval, or withholding of objection is required from any government authority with respect to the entering into or the performance of this project. The consultant further warrants that they are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this project.

28.2 The Consultant represents that it is duly incorporated, validly existing and in good standing under as per the applicable laws of its incorporation.

28.3 The Consultant represents that it has the corporate power and authority to enter into Agreement and perform its obligations there under.

28.4 The Consultant represents that the submission of responses to the RFP execution, delivery and performance under an Agreement entered in case the

Consultant is selected:

- i. Will not violate or contravene any provisions of its documents of incorporation;
- ii. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.

29. Extensions of Time

29.1 If at any time during performance of the Contract, the TPCEA should encounter conditions impeding timely delivery of the Services pursuant to GCC Clause 11, the TPCEA shall promptly [within a month] notify PFC in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the TPCEA's notice, PFC shall evaluate the situation and may at its discretion extend the TPCEA's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

29.2 Except in case of Force Majeure, as provided under GCC Clause 26 or where the delay in delivery of the Services is caused due to any delay or default of PFC, any extension granted under clause 29.1 shall not absolve the TPCEA from its liability to the pay of liquidated damages pursuant to GCC Clause 24.

30. Termination

30.1 Termination for Default

(a) PFC may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the TPCEA[TPCEA to respond within a week of receipt of notice], terminate the Contract in whole or in part:

- (i) if the TPCEA fails to deliver[or there is non-adherence or deficiency of services] any or all of the Services within the period specified in the Contract, or within any extension thereof granted by PFC pursuant to GCC Clause 29; or
- (ii) if the TPCEA, in the judgment of PFC has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or
- (iii) Any representation made by the bidder in

the proposal is found to be false or misleading

- (iv) If as a result of Force Majeure, TPCEA is unable to perform a material portion of the services for a period of not less than 60(sixty) days; or
 - (v) if TPCEA places itself in position of conflict of interest and fails to disclose promptly any conflict of interest to the client; or
 - (vi) if TPCEA fails to comply with any final decision reached as a result of arbitration proceedings, pursuant to Clause 8 hereof;
 - (vii) If the TPCEA commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as PFC in its absolute discretion decide) provided in a notice in this behalf from PFC.
 - (viii) If Conflict of Interest is brought to notice of PFC
- (b) In the event PFC terminates the Contract in whole or in part, pursuant to GCC Clause 30.1(a), PFC may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the TPCEA shall be liable to PFC for any additional costs for such Services. However, the TPCEA shall continue performance of the Contract to the extent not terminated.

30.2 Termination for Insolvency

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

30.3 Termination for Convenience

30.3.1 PFC, by Notice sent to the TPCEA, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall

specify that termination is for PFC's convenience, the extent to which performance of the TPCEA under the Contract is terminated, and the date upon which such termination becomes effective.

30.4 Consequences of Termination

Upon Termination of the Contract, the TPCEA shall:

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

- | | |
|---|--|
| 31. Assignment | 31.1 The TPCEA shall not assign, in whole or in part, their obligations under this Contract. |
| 32. Disclaimer | 32.1 PFC reserves the right to share, with any consultant of its choice, any resultant Proposals in order to secure expert opinion.
32.2 PFC reserves the right to accept any proposal deemed to be in its best interest. |
| 33. Public Disclosure | 33.1 All services provided to PFC by bidder are subject to Government of India public disclosure laws such as RTI etc.
33.2 The TPCEA Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless PFC first gives the TPCEA its written consent. |
| 34. TPCEA Monitoring | 34.1 A designated team / officials from PFC shall review the monthly reports of TPCEA. The reviews may form basis of any action relating to imposing penalty on or breach of contract by TPCEA. |
| 35. Adherence to safety procedures, rules, | 35.1 TPCEA shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by PFC |

**regulations
and
restriction**

shall be applicable in the performance of this Contract and TPCEA Team shall abide by these laws.

35.2 The TPCEA shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. TPCEA's Team shall adhere to all security requirement/regulations of PFC during the execution of the work. PFC's employee also shall comply with safety procedures/policy.

35.3 The TPCEA shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

35.4 PFC will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 24.

36. Non-Solicitation of Staff

36.1 For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this agreement and for an additional period of 180 days after termination

37. Survival

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

Section- VIII: Special Conditions of Contract

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

1	PFC's country is: India
2	PFC is: Power Finance Corporation Limited
3	The Site is: Spread all Over India
4	The language shall be: English
5	For notices , PFC's address shall be: PFC, 'Urjanidhi,1, Barakhamba Lane, New Delhi
6	The governing law shall be: Laws applicable in exclusive jurisdiction of competent Court in New Delhi, India.
7	<p>The formal mechanism for the resolution of disputes shall be: If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution to the formal mechanisms, described below:</p> <p>(a) The mechanism for resolution of disputes for bidders shall be in accordance with the Indian Arbitration and Conciliation Act of 1996. The Arbitral Tribunal shall consist of 3 Arbitration. Each party shall nominate an Arbitrator and the 2 nominated Arbitrators shall mutually agree and nominate a third Presiding Arbitrator.</p> <p>(b). The place for arbitration shall be New Delhi</p>
8	<p>Payment Schedule</p> <p>Payment shall be strictly milestone based (Discoms wise) as under:</p> <ol style="list-style-type: none"> 1. Advance-10% of Award Cost against advance BG of 11% of Award cost, to be recovered against next invoices on pro -rata basis. 2. 20% Payment-On submission of acceptable report after verification of 1st Field Quality Inspection as defined in SoW 3. 20% Payment- On submission of acceptable report after verification of 2nd Field Quality Inspection as defined in SoW. 4. 20% Payment- On submission of acceptable report after verification of 3rd Field Quality Inspection as defined in SoW. 5. 20% payment on final verification of Works in a Discom. 6. 5% payment on Submission of monthly, quarterly and annual reports -1st year 7. 5% payment on Submission of monthly, quarterly and annual reports -2nd year 8. 10% payment on Submission of monthly, quarterly and annual reports - final year <p>Payment shall be made on basis of project areas/circles for which work performed by TPCEA. Rate for project areas/circles shall be based on</p>

	per unit rate arrived for award for a particular Utility/Discom/Power Department as the case may be. In all above cases, payments to be made on acceptance of reports by Nodal Agency.
9	<p>Advance BG (ABG) Mobilisation Advance of 10% will be issued against a Bank Guarantee of 11% of the total Contract Price and which is to be kept valid for a period of 42 months starting from the date of issue of letter of Award. The TPCEA will have to open an office in the Discom Head Quarter within one month of LOA and the advance will be released only after opening of this office. The Advance will be recovered on Pro-rata basis in subsequent invoices. If the contract is terminated due to default of the TPCEA (contractor), the 'mobilisation advance' would be deemed as interest bearing advance at an interest rate prevailing at the time of issue of NIT, to be compounded quarterly.</p> <p>Contract Performance Guarantee (CPG) The TPCEA shall provide Contract Performance Guarantee of ten (10) percent of the total Contract Price. The currency of the Contract Performance Bank Guarantee will be kept valid for 48 Months starting from the date of issue of letter of Award.</p>
10	<p>The types of acceptable Performance Securities are:</p> <p>(a) Bank Guarantee issued by a scheduled commercial bank notified by Reserve Bank of India (RBI)</p>

Section-IX: Bidding Forms

Form F-1: RfP Submission Sheet

From:

To:

Sir,

**Appointment for Third Party Concurrent Evaluation Agency (TPCEA),
reference number 02:10: IPDS: I: 2016: TPCEA**

I _____ (Sole Bidder/Lead bidder in a consortium) herewith enclose Technical Proposal against the subject RfP for Appointment of my firm as TPCEA.

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

I have applied for ___ No. of Groups namely _____ and submitted Bid Guarantee of Rs. _____ lakh [as per Annexure-A]

I also undertake that in case of the award of assignment for Group/Groups, to provide services for the proposed assignment, we will open office in all the Head Quarters of all the Discoms in that Group/Groups as mentioned in this RfP within a month of LOA.

Yours faithfully,

Signature:

Full Name:

Address:

Phone No:

E-mail Id:

<On Firm's Letter Head>

Form F-2: Certificate as to Corporate Principal (To be furnished by sole bidder and both partners in case of a consortium)

**CERTIFICATE AS TO CORPORATE
PRINCIPAL**

(To be signed by any of Whole time Directors
on Board of Directors or Co. Secy.)

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

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

Signature:

Seal:

Full Name:

Address:

Phone

No:

E-mail Id:

Form F-3: Project Experience

(To be furnished by sole bidder and both partners in case of a consortium)

The Bidder's relevant past experience should be provided clearly for TPCEA role.

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

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

	Project Type		Project Value(Rs crores)	Year of Award	Name of the Company	Remarks

Please provide relevant proofs in the form of Copy of LoA/ Work Order for project experience along with proof of payment against minimum two invoices as detailed in respective Qualifying Requirements.

Name:

Designation:

Seal:

Form F-4: Company Information

(To be furnished by sole bidder and both partners in case of a consortium)

Kindly provide the following details for the Firm:

1 Name of the Firm:

2 Financials in the Last three applicable audited financial years (in INR):

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

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

*(Proof: Audited Annual Reports(Balance sheets and Profit & Loss A/C) / Audited Financial Statements **including Notes & Schedules**, for last three applicable financial years. The 3 financial years to be considered will be 2013-14, 2014-15 & 2015-16.)*

Signature of Authorized Signatory:

Seal

Full Name:

Address:

Phone No:

E-mail Id:

<On Firm's Letter Head>

Form F-5 a: Manpower Certificate

(To be furnished by sole bidder and lead partner in case of a consortium)

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

All Bidders

22.1.1 Our Firm/Agency (*all members put together in the case of a Consortium*) to be considered for award up to maximum two Groups ,the Company has a Staff of more than 50 personnel including more than 20 personnel having at least 5 year experience of Consultancy/Technical Audit, Verification/ Testing/ Inspection /Project Monitoring works/DPR preparation in Energy Sector. The manpower comprises of engineering degree holders in Electrical/Electronics/Mechanical engineers with experience of 5-15 years.

OR

22.1.2 Our Firm/Agency (*all members put together in the case of a Consortium*) to be considered for award up to maximum four Groups ,the Company has a Staff of more than 75 personnel including more than 30 personnel having at least 5 year experience of Consultancy/Technical Audit, Verification/ Testing/ Inspection /Project Monitoring works/DPR preparation in Energy Sector. The manpower comprises of engineering degree holders in Electrical/Electronics/Mechanical/IT engineers with experience of 5-15 years.

(Please tick the relevant option)

Signature: _____

Full Name: _____

Address: _____

Date: _____

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

<On Firm's Letter Head>

**Form F-5 b: Manpower Certificate
(For Minor Partner in case of Consortium)**

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

For Minor partners in a consortium

(1.1.a) Our Firm/Agency , *as minor partner in a consortium*, to be considered for award up to maximum two Groups ,the Company has a Staff of at least 13 personnel including at least 5 personnel having at least 5 year experience of Consultancy/Technical Audit, Verification/ Testing/ Inspection /Project Monitoring/DPR preparation works in Energy Sector. The manpower comprises of engineering degree holders in Electrical/Electronics/Mechanical engineers with experience of 5-15 years.

OR

(1.1.b)Our Firm/Agency , *as minor partner in a consortium*, to be considered for award up to maximum four Groups ,the Company has a Staff of at least 19 personnel including at least 8 personnel having at least 5 year experience of Consultancy/Technical Audit, Verification/ Testing/ Inspection /Project Monitoring /DPR preparation works in Energy Sector. The manpower comprises of engineering degree holders in Electrical/Electronics/Mechanical/IT engineers with experience of 5-15 years.

(Please tick the relevant option)

Signature: _____

Full Name: _____

Address: _____

Date: _____

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

<On Firm's Letter Head>

Form F-6: No Deviation Certificate

We hereby confirm that we have read all the provisions of the RFP and these are acceptable to us and we have not taken any deviation.

Signature of Authorized Signatory:

Seal

Full Name:

Address:

Phone No:

E-mail Id:

Form F-7: Refer Form X1 for Bid Guarantee in form of Bank Guarantee

Form F-8: Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) entered into this ____ day of _____ 200__ at _____

Among _____ (hereinafter referred as “_____”) and having office at _____, India **Party of the First Part**

And _____ (hereinafter referred as “_____”) and having office at _____, India **Party of the Second Part**

WHEREAS Power Finance Corporation Ltd (hereinafter collectively referred to as the “Purchaser”) has invited Bids and Price Proposal from entities for the “Appointment of a TPCEA” (Hereinafter referred to as the “RfP”)

AND WHEREAS Clause 4 of ITB document stipulates that a combination of entities who, have executed a binding Memorandum of Understanding (MOU) in the prescribed format, to enter into a Consortium, and meeting the requirements stipulated in the RfP document may submit a Bid signed by the Lead Members, which shall legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations thereunder to the Purchaser.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. M/s. shall act as Lead Member for and on behalf of Consortium Members. The said Consortium Members further declare and confirm that we shall jointly and severally be bound and shall be fully responsible unto the Purchasers for the successful performance of the obligations under the Request for Proposal (RfP) and resulting Contract(s) submitted / executed by the Lead Member in the event of the selection of Consortium.
2. The Lead Member is hereby authorised to:
 - (i) Sign and submit the Bid and the Price Proposal on behalf of consortium members pursuant to the RfP initiated by Purchaser.
 - (ii) In the event, the consortium being selected as the Supplier, to and enter into the resulting Contract with the Purchaser, including negotiation of the terms thereof.
 - (iii) To receive all payments behalf of the Consortium from the Purchaser.
3. In case of any breach of the stipulations of the RfP Document by the Lead Member, Consortium Members along with the lead Member do hereby agree to be fully responsible to carry out all the obligations and responsibilities under the RfP and resulting Contract.

4. If the Purchaser suffers any loss or damage on account of any breach in the stipulation of the Contract to be entered into by the Consortium Members, upon its selection pursuant to RfP or any shortfall in the performance of the Contract, the Consortium Member hereby jointly and severally undertake to promptly make good such loss or damages caused to Purchaser on its demand without any demur or contest. It shall not be necessary or obligatory for Purchaser to proceed against Lead Member before proceeding against or dealing with the other Member(s).
5. The financial liability of the Consortium Members to the Purchaser, with respect to any of the claims arising out of the performance or non-performance of obligations under the RfP and the resulting Contract shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to Purchaser.
6. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated and annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to the Purchaser.
7. It is clearly understood that the Lead member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
8. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of New Delhi shall have the exclusive jurisdiction in all matters arising there under.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorized representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

(Party of the first part)

(Party of the second part)

Name*:

Designation*:

Seal:

Witness:

1.

2.

Please provide the name and designation of each signatory.

Form F-9: Performa of Certificate Regarding Acceptance of Important Conditions

Bidder's Name & Address

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

Sub.: -----

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

- a) Terms of Payment
- b) Bid Security
- c) Contract Performance Guarantee
- d) Liquidated Damages for delay in Completion
- e) Scope of Work
- f) Duration of Contract and possibility of Extension

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

Date:
Place:

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

Note: In the absence of this certificate, the bid is liable to be rejected.

<On Firm's Letter Head>

Form P-1: Price Proposal

From:

To:

Sir,

**Appointment for Third Party Concurrent Evaluation Agency(TPCEA),
reference number 02:10: IPDS: I: 2010: TPCEA**

I _____ (Sole Bidder/Lead bidder in a consortium) herewith enclose Price Proposal against the subject RfP for Appointment of my firm as TPCEA.

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

I also undertake that in case of the award of assignment for Group/Groups, to provide services for the proposed assignment, we will open office in the Head Quarters of the Discoms involved in the Group/Groups within a month of LOA.

In event of price quoted by us being lowest in more than the maximum number of Groups that can be awarded to us as per our qualifying criteria, we agree to work in the Groups awarded to us as per the award criteria.

Yours faithfully,

Signature:

Full Name:

Address:

Phone No:

E-mail Id:

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

in any case a bidder is found to have quoted for less number of States/Discoms in a Group then his bid will be considered non responsive.

PRICE SCHEDULE

S. No.	State	Utilities	Number of Circles	Quoted Price (Rs)
G1	NE(7 States)	APDCL, Assam	19	
		Arunachal-PED	3	
		MSPDCL, Manipur	3	
		Nagaland –PD	2	
		Mizoram-PD	1	
		MeECL, Meghalaya	6	
		Tripura	9	
Total			43	
G2	West Bengal & Sikkim	WBSEDCL, WB	18	
		DPL, WB	1	
		Sikkim	5	
Total			24	
G3	Tamil Nadu , Puducherry & A&N	TANGEDCO	37	
		Puducherry -PD	1	
		Andaman & Nicobar	1	
Total			39	
G4	Karnataka	BESCOM	9	
		CESC, Mysore	4	
		GESCOM	4	
		HESCOM	7	
		MESCOM	4	
Total			28	
G5	Kerela	KSEB	25	
		Cochin Port Trust	1	
Total			26	
G6	Odisha & Chhattisgarh	NESCO	5	
		SOUTHCO	6	

		WESCO	5	
		CESU	5	
		CSPDCL	15	
Total			36	
G7	Bihar & Jharkhand	NBPDCL	7	
		SBPDCL	9	
		JBVNL	15	
Total			31	
G8	AP & Telangana	APEPDCL	5	
		APSPDCL	8	
		TSNPDCL	5	
		TSSPDCL	9	
Total			27	
G9	Gujarat	DGVCL	4	
		MGVCL	5	
		PGVCL	11	
		UGVCL	4	
Total			24	
G10	Haryana, Punjab, Chandigarh & Delhi	DHBVN	9	
		UHBVN	9	
		PSPL	20	
		Chandigarh	1	
		Delhi	1	
Total			40	
G11	Rajasthan	AVVNL	12	
		JaVVNL	13	
		JoVVNL	10	
Total			35	
G12	J&K, HP and Uttarakhand	PDD-J&K	12	
		HPSEBL	12	
		UPCL	10	
Total			34	
G13	MP	MPPKVVCL(E)	15	
		MPPKVVCL(W)	14	
		MPMKVVCL(C)	14	
Total			43	

G14	Maharashtra ,Goa	MESDCL	44	
		BEST	1	
		GED	2	
Total			47	
G15	UP	DVVNL	21	
		KESCO	1	
		MVVNL	12	
		PVVNL	21	
		PUVVNL	16	
Total			71	

Note:-

There is a possibility of adding CESC,Kolkata under IPDS works in future, in which case CESC,Kolkata will be clubbed with Group 2 at the same Average Circle rate of Group 2.

Lakshdweep will be added to Group 5, while the three utilities of Delhi: BSES (Rajdhani),BSES (Yamuna) and TPDDL will be added to Group 10 at the same Average Circle rate of the Group.

Similarly, Daman & Diu and Dadra & Nagar Haveli will be added to Group 9.

Any change in number of existing circles on account of any realignment/name change would not affect BoQ as mentioned above.

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

Note:

- 1) Price proposals will be evaluated for each Group separately based on the Total Price for each Group
- 2) Bidders shall quote lump sum price for each State/Discom s in a Group inclusive of all taxes and duties, excepting service tax which shall be paid as per prevailing rates.
- 3) The lump sum price should include overhead/out of pocket expenses, travel, boarding, lodging, visits etc.
- 4) The prices shall remain FIRM till one year from the original Technical Bid Opening date.
- 5) Payment of services shall be made on the basis of price quoted for different /Discoms/States in a Group and as per the payment terms.
- 6) A bidder can quote for any number of Groups but the number of Groups that can be awarded to him will be as per the award criteria.
- 7) Tamil Nadu and Puducherry will have one common Project Head.
- 8) Kerela and Cochin Port Trust will have one common Project Head.
- 9) Chandigarh and Delhi will have one common Project Head.
- 10) The bidder shall quote for all the Discoms in a Group .This is to facilitate payment on State basis. However, the price bid evaluation and award will be done on Group basis. If in any case a bidder is found to have quoted for less number of States/Discoms in a Group then his bid will be considered non responsive.
- 11) There is a possibility of adding CESC,Kolkata under IPDS works in future, in which case it will be clubbed with Group 2 at the same Average Circle rate of Group 2.Similarly, Lakshdweep will be added to Group 5, while the three utilities of Delhi: BSES (Rajdhani), BSES (Yamunanagar) and TPDDL will be added to Group 10 at the same Average Circle rate of the Group. Dadra & Nagar Haveli and Daman & Diu will similarly be added to Group 9.

Form P-3: Integrity Pact

INTEGRITY PACT

Between

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

And

_____ hereinafter referred to as "The Bidder/
Contractor"

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal personally or through family members, will in connection with the tender for, or the execution of a contract, demand, make a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

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

(1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption.

He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal- This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly The Bidder/Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign TPCEAs shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 5 – Previous transgression

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

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

Section 6 - Equal treatment of all Bidders / Contractors

NA

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

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

Section 8 - Independent External Monitor / Monitors

- 1) The Principal appoints competent and credible Independent External

Monitor for this Pact. The task of the Monitor-is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

Place: _____

Date: _____

Witness 1: _____:_____

(Name & Address) _____

Witness 2:

(Name & Address)

Section-X: Contract Forms

Form X1:PROFORMA FOR BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamp Act)

M/s. Power Finance Corporation Ltd.
"Urjanidhi",
1, Barakhamba Lane,
Connaught Place,
New Delhi-110 001.

Dear Sir,

In accordance with your Tender Specification NO.....

M/s. having its Registered/Head Office at..... (hereinafter called the "Bidder") wish to participate in the said bid for.....

valid formonths from the date of bid opening is required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents. The major contingencies being:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or

2.If the Bidder, having been notified of the acceptance of its Bid by PFC, during the period of bid validity, fails or refuses to:

- (a) execute the Contract; or
- (b) furnish the Contract Performance Guarantee, in accordance with the ITB Clause 38; or
- (c) accept the correction of its Bid by PFC, pursuant to ITB Clause 27.

We, theBank at.....having our Head Office at Guarantee and under to pay immediately on demand by Power Finance Corporation Ltd., the amount.....

(in Figures & Words)

without any reservation, protest, demur and recourse. Any such demand made by said Owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto.....

.....If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s..... on whose behalf the guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this..... day of.....2016.....at

WITNESS:

(Signature)

Name:

(Signature)

Name

Attorney as per Power of Attorney No.

Date.....

(Official Address)

* The amount should be as indicated by PFC.

** This date should be 4 months after the date for which bid are valid.

Note:

i) The non-judicial stamp papers for this bid security should be purchased in the name of the issuing Bank.

ii) This bank guarantee must be issued by a nationalized Indian Bank/Commercial bank as indicated in Clause.

Form X2: Contract Agreement Form

Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the PFC"), of the one part, and _____ of _____ (hereinafter "the TPCEA"), of the other part:

WHEREAS PFC invited bids for Services, viz., _____ and has accepted a Bid by the TPCEA for the supply of those Services in the sum of _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

3. In consideration of the payments to be made by PFC to the TPCEA as indicated in this Agreement, the TPCEA hereby covenants with PFC to provide the Related Services as per RfP and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. PFC hereby covenants to pay the TPCEA in consideration of the provision of the Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (Authorized PFC official)

Signed by _____ (for the TPCEA)

Form X3: Contract Performance Guarantee
PROFORMA FOR BANK GUARANTEE

Date:
Contract Name and No. :

To: _____

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

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

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

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

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

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

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

this Guarantee shall be subject to the jurisdiction of courts located in

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

In the Presence of:

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

Note:

- i) The non-judicial stamp papers for this bid security should be purchased in the name of the issuing Bank.
- ii) This bank guarantee must be issued by a nationalized Indian Bank/Commercial bank as indicated in Clause.

PROFORMA FOR ADVANCE BANK GUARANTEE

Power Finance Corporation Limited, The Nodal agency
"URJANIDHI",
1, Barakhamba Lane,
Connaught Place,
New Delhi -110001.

Bank Guarantee No. _____

Guarantee Covers from (the date BG made) (from)------(to) -----.

This Deed of Guarantee executed by the, ----- Bank, constituted under the companies Act, 1956 and licensed as a bank under the Banking Regulation Act,1949 having its Registered Office at ----- and its Central Office at -----

-- (hereinafter referred to as "the Bank" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors, administrators, executors and assigns) in favour of Power Finance Corporation Limited (A Government of India Undertaking), a Company incorporated under the Companies Act, 1956 and having its Registered Office at Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 (hereinafter referred to as the "PFC" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors, administrators and assigns).

WHEREAS M/s _____ a company incorporated under the Companies ACT of 1956/2013 having its Head Office _____ hereinafter called 'Bidder' which expression shall include its successors, administrators, executors and permitted assigns).

WHEREAS "Bidder" has undertaken, pursuant to Contract Agreement dated _____ for appointment as Third Party Concurrent Evaluation Agency for **G-___**Group/Groups under IPDS as per PFC's LOA No.: _____ dated _____ (hereinafter referred to as the 'Contract') to the Power Finance Corporation, and the same having been unequivocally accepted by the Bidder, resulting in an Agreement valued at Rs ____/- (Rupees _____ only) and PFC having agreed to make an advance payment to the Consultant for performance of the above Agreement amounting to Rs ____/- only as an advance against Bank Guarantee to be furnished by the Bidder.

AND WHEREAS it has been stipulated by PFC in the aforementioned Contract that the Bidder shall furnish it with a Bank Guarantee issued by a scheduled commercial bank notified by Reserve Bank of India (RBI) for the sum specified above as security against advance payment in accordance with the Contract.

THEREFORE WE, ----- Bank, having its Registered Office at -----

-- and its Central Office at -----
-----,do hereby

- Irrevocably guarantee and undertake to pay PFC immediately on demand any or, all monies payable by the Bidder under the said contract to the extent of

Rs _____/- (Rupees _____ only) as aforesaid at any time upto -----
----- without any demur, reservation, contest, recourse or protest and/or without any reference to the Bidder .

- Guarantee that the guarantee hereby contained shall be irrevocable and shall continue to be enforceable till PFC discharges this guarantee. We undertake to pay PFC, merely upon its first written demand declaring the Bidder to be in default under the Contract, without cavil or argument and without referring to any other sources, any sum or sums within the limits of Rs _____/- (Rupees _____ only) as aforesaid, without PFC needing to prove or to show grounds or reasons for its demand or the sum specified therein.
- Agree that the guarantee herein contained shall continue to be enforceable till the sum due to the PFC is fully paid and claim satisfied or till -----, whichever is earlier.
- Agree that Bank's liability being absolute and unequivocal, any such demand made by PFC shall be conclusive and binding on the Bank as regards the amount due and payable by the Bank under this Guarantee, notwithstanding any difference between PFC and Assignee/Bidder or any dispute or disputes raised / pending before any court, tribunal, arbitrator or any other authority.
- Further agree that PFC shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or extend time of performance by the Bidder from time to time or to postpone for any time or time to time any of the powers exercisable by PFC against the Bidder and to enforce or to forbear to enforce any of the covenants contained or employed in the said Contract or any other course of remedy or security available with PFC and we shall not be relieved from our obligation, liabilities or any of them by reasons of such variations, or extension being granted to the Bidder or for any forbearance, act or omission on the part of PFC or any indulgence by PFC to the Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- Undertake not to revoke this guarantee during its currency without the previous written consent of PFC.
- Further agree that the decision of PFC as to the amounts payable by the Bank to PFC hereunder shall be final, conclusive and binding on the Bank.
- Also agree that PFC shall be entitled at its option to enforce this guarantee against us as a principal debtor, in the first instance notwithstanding any other security that it may have in relation to liabilities of the Bidder
- This guarantee will not be discharged due to the change in the constitution of the Bank or of the Bidder.
- Reiterates that any demand for payment under the guarantee must be received by us at the issuing bank on or before ----- . Should we receive no claim from PFC by the expiry date, this guarantee shall become null and void, without need for any other advice and even if this document is not returned to us.
- Declares that it has power to issue this Guarantee and the undersigned has full power to approve execution, delivery and the performance of the Guarantee.

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

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said

amount of Rs _____/- (Rupees _____ only) exclusive of interest payable on the amount demanded in the notice till the date of payment to PFC and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in New Delhi and shall be governed by and construed in accordance with the Laws of the dominion of India.

This security is valid until the -----.

This Bank Guarantee shall be extended from time to time for such period (not exceeding one year), as may be desired by the Bidder on whose behalf this Guarantee has been given.

Notwithstanding anything contained herein above,:

- (a) Our liability under this bank guarantee shall not exceed Rs _____/- (Rupees _____ only) apart from interest payable thereon.
- (b) This guarantee shall remain in force until -----
- (c) Unless a demand or claim under this guarantee is made on us in writing on or before -----, we shall be released and discharged from all liability thereunder whether or not the original guarantee is returned to us.

Dated this ----- of ____ 2016 at _____

Signed, sealed and delivered by the Bank.

For ----- Bank,

Authorised signatory

Dated _____

In the Presence of:

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

Note:

- i) The non-judicial stamp papers for this advance BG should be purchased in the name of the issuing Bank.
- ii) This bank guarantee must be issued by a nationalized Indian Bank/Commercial bank as indicated in Clause.

Annexure A

Group No.	Bid Security Amount for each Group in Rupees in Lakh
G1	6
G2	3
G3	5
G4	7
G5	3
G6	7
G7	5
G8	6
G9	5
G10	8
G11	6
G12	5
G13	7
G14	8
G15	11

Details of Groups

S. No.	State	Utilities	Number of Circles
G1	NE(7 States)	APDCL, Assam	19
		Arunachal-PED	3
		MSPDCL, Manipur	3
		Nagaland –PD	2
		Mizoram-PD	1
		MeECL, Meghalaya	6
		Tripura	9
Total			43
G2	West Bengal & Sikkim	WBSEDCL, WB	18
		DPL, WB	1
		Sikkim	5
Total			24
G3	Tamil Nadu , Puducherry and	TANGEDCO	37
		Puducherry -PD	1

	A&N	Andaman & Nicobar	1
Total			39
G4	Karnataka	BESCOM	9
		CESC,Mysore	4
		GESCOM	4
		HESCOM	7
		MESCOM	4
Total			28
G5	Kerela	KSEB	25
		Cochin Port Trust	1
Total			26
G6	Odisha & Chhattisgarh	NESCO	5
		SOUTHCO	6
		WESCO	5
		CESU	5
		CSPDCL	15
Total			36
G7	Bihar & Jharkhand	NBPDCL	7
		SBPDCL	9
		JBVNL	15
Total			31
G8	AP & Telangana	APEPDCL	5
		APSPDCL	8
		TSNPDCL	5
		TSSPDCL	9
Total			27
G9	Gujarat	DGVCL	4
		MGVCL	5
		PGVCL	11
		UGVCL	4
Total			24
G10	Haryana, Punjab, Chandigarh & Delhi	DHBVN	9
		UHBVN	9
		PSPL	20
		Chandigarh	1

		Delhi	1
Total			40
G11	Rajasthan	AVVNL	12
		JaVVNL	13
		JoVVNL	10
Total			35
G12	J&K, HP and Uttarakhand	PDD-J&K	12
		HPSEBL	12
		UPCL	10
Total			34
G13	MP	MPPKVVCL(E)	15
		MPPKVVCL(W)	14
		MPMKVVCL(C)	14
Total			43
G14	Maharashtra ,Goa	MESDCL	44
		BEST	1
		GED	2
Total			47
G15	UP	DVVNL	21
		KESCO	1
		MVVNL	12
		PVVNL	21
		PUVVNL	16
Total			71

Note:-

There is a possibility of adding CESC,Kolkata under IPDS works in future, in which case CESC,Kolkata will be clubbed with Group 2 at the same Average Circle rate of Group 2.

Lakshdweep will be added to Group 5, while the three utilities of Delhi: BSES (Rajdhani),BSES (Yamuna) and TPDDL will be added to Group 10 at the same Average Circle rate of the Group.

Similarly, Daman & Diu and Dadra & Nagar Haveli will be added to Group 9.

Annexure B

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Bidders will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Power Finance Corporation* has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Central Government Public Sector Enterprise. This portal is based on the most 'secure' and 'user friendly' software from *Electronic Tender*[®]. A portal built using *Electronic Tender*'s software is also referred to as Electronic Tender System[®] (ETS).

Instructions

Tender Bidding Methodology:

Sealed Bid System

Single stage Two Part

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
1. Register on Electronic Tendering System[®] (ETS)
2. Create Users and assign roles on ETS
3. View Notice Inviting Tender (NIT) on ETS
4. Download Official Copy of Tender Documents from ETS
5. Clarification to Tender Documents on ETS
 - Query to *Power Finance Corporation* (Optional)
 - View response to queries posted by *Power Finance Corporation*
6. Bid-Submission on ETS
7. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
8. Post-TOE Clarification on ETS (Optional)
 - Respond to *Power Finance Corporation* Post-TOE queries
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (ie Financial-Part)
(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

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

Registration

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

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

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

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

TCIL/ ETS Helpdesk	
Telephone	Customer Support: +91-11-26241790
E-mail ID	ets_support@tcil-india.com [Please mark CC: support@electronictender.com]

Power Finance Corporation Contact	
Power Finance Corporation Contact Person	R. K. Bhardwaj, GM, Administration
Telephone/ Mobile	011-23456368 011-23456349 [between 10:00 hrs to 16:00 hrs on working days]
E-mail ID	rkbhardwaj@pfcindia.com rk_dubey@pfcindia.com

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Prequalification Application
 - Technical-Part
 - Financial-Part
 - Composite (Both Technical and Financial)
- Submission of information pertaining Bid Security
- Submission of cost of Tender Documents
- Submission of digitally signed copy of Tender Documents/ Addendum
- Submission of General Terms and Conditions (with/ without deviations)
- Submission of Special Terms and Conditions (with/ without deviations)

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Contact Persons Name
Address

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):

- 1. Original copy of the Bid Security (Bank Guarantee) as detailed in tender documents.*
- 1. DD/ Bankers cheque in favour of Power Finance Corporation Ltd. payable at New Delhi against payment of tender fee/ Cost of Tender Documents as detailed in tender documents.*

Note: The Bidder should also upload the Scan copy of all above said original documents as Bid-Annexure during Online Bid-Submission.

Special Note on Security and Transparency of Bids

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

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

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online

Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to *Power Finance Corporation* in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

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

Public Online Tender Opening Event (TOE)

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

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

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

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

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

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

Other Instructions

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

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

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

The following **'FOUR KEY INSTRUCTIONS for BIDDERS'** must be assiduously adhered to:

- 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.**
- 2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.**
- 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.**
- 4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al) .**

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

Minimum Requirements at Bidder's End

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

Annexure C

Bid Submission Checklist

S. No.	Criteria	Documentary Evidence	Details
A.	<i>The Firm / Agency (Bidder can be sole bidder or consortium of maximum two agencies) (Lead bidder + Consortium partner) Sole bidder or lead consortium partner should be a registered entity with minimum 3 years of existence and other consortium partner, if any should be a registered entity with minimum 1 year of existence)</i>	<i>Certificates</i>	
1	<i>Sole bidder or Lead bidder (In case of consortium)</i>		
2	<i>Certificate of Incorporation / Registration as per company act 1956</i>		
3	<i>PAN Card</i>		
5	<i>Consortium partner (In case of consortium)</i>		
6	<i>Certificate of Incorporation / Registration as per company act 1956</i>		
7	<i>PAN Card</i>		

8	<i>Service Tax</i>		
A.	<i>The Firm / Agency (all members put together in the case of a Consortium) having cumulative turnover greater than Rs. 10 Crore but less than or equal to 20 Crore during the last 3 audited financial years will be eligible for award up to maximum two "Groups", while a Firm / Agency having cumulative turnover greater than Rs. 20 Crore during the last 3 audited financial years will be eligible for award of more than two and up to maximum four "Groups".</i>	<i>Audited Balance Sheets and Profit & Loss Statements</i>	<i>INR Crs</i>
1	<i>Sole bidder or Lead bidder (In case of consortium)</i>		
2	<i>Turn over FY 2013-14</i>		
3	<i>Turn over FY 2014-15</i>		
4	<i>Turn over FY 2015-16</i>		
5	<i>Consortium partner (In case of consortium) Turn over FY 2013-14</i>		
6	<i>Turn over FY 2014-15 (If company existed)</i>		

7	Turn over FY 2015-16... (If company existed)		
B.	The Firm / Agency (Both members put together in the case of a Consortium) should have positive net profit before tax (PBT) in each of the last 3 financial years.	Audited Balance Sheets and Profit & Loss Statements	
1	Sole bidder or Lead bidder (In case of consortium)		
2	NPBT FY 2013-14		
3	NPBT FY 2014-15		
4	NPBT FY 2015-16		
D	For a Firm/Agency (Both members put together in the case of a Consortium) to be considered for award up to maximum two Groups, the Cumulative Order value of the bidder for works of Consultancy/Technical Audit/Verifiation/Testing/Inspection/Project Monitoring works in Energy Sector during the last three financial years will not be less than 100 lakh,while for a Firm/Agency to be considered for award of more than two and up to maximum four Groups, the Cumulative Order value of the bidder for works of Consultancy/Technical Audit/ Verifiation/ Testing/Inspection /Project Monitoring works in Energy Sector during the last three financial years will not be less than 150 lakh.	Work Order or LoA from the Owner/Client for the work done. The 3 financial years to be considered will be 2013-14,2014-15 and 2015-16	

1	<i>Sole bidder or Lead bidder (In case of consortium)</i>		
2	<i>Project 1 , Name , value , year of award ,</i>		<i>Name:</i> <i>Value:</i>
3	<i>.....</i>		
4	<i>Project N , Name , value , year of award ,</i>		
6	<i>Project 1 , Name , value year of award, platform</i>		
7	<i>.....</i>		
8	<i>Project N , Name , value , year of award,</i>		

E	<p>For a Firm/Agency (<i>Both members put together in the case of a Consortium</i>) to be considered for award up to maximum two Groups ,the bidder must have a Staff of at least 50 personnel including at least 20 personnel having at least 3 year experience of Consultancy/Technical Audit, Verification/ Testing/ Inspection /Project Monitoring works in Energy Sector, while for a Firm/Agency to be considered for award of more than two and up to maximum four Groups ,the bidder must have a Staff of at least 75 personnel including at least 30 personnel having at least 3 year experience of Consultancy/Technical</p>	<p>Certification from Company Secretary /any of Board of Director</p>	
1	<p><i>Sole bidder or Lead bidder (In case of consortium)</i></p>		
2	<p><i>Consortium partner (In case of consortium)</i></p>		
F	<p><i>The Firm / Agency (Any member of the Consortium) should not have been black listed by Central PSUs.</i></p>	<p>Certification from Company Secretary /any of Board of Director</p>	
1	<p><i>Sole bidder or Lead bidder (In case of consortium)</i></p>		
2	<p><i>Consortium partner (In case of consortium)</i></p>		

Annexure D

Terms and Conditions of Reverse Auction

After opening of Financial Bids and short-listing of bidders based on the First Round Quoted Price for each Group of States, PFC shall resort to "REVERSE AUCTION PROCEDURE". Reverse auction shall be conducted as per methodology specified in Section VI and other provisions of Reverse auction in RFP documents and their subsequent Addenda/Amendments. Bidders, in their own interest, are advised to go through the documents hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. TCIL will provide all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to TCIL.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RFP document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as informed to the bidders.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which are mentioned below in the RFP document.
6. If the bidder or any of his representatives are found to be involved in Price manipulation/cartel formation of any kind, directly by communicating with other bidders, action as per extant PFC guidelines shall be initiated by PFC.
7. The Bidder shall not divulge either his Bids or any other exclusive details of PFC to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - i Bidders may note that, although extension time is '8' minutes, there is a time lag between actual placing the bid on the local computer of the bidder and the refreshing of the data on the server for the visibility to the owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid.
 - ii Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of PFC bid process, bid technology, bid documentation and bid details.
 - iii It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - iv Technical and other non-commercial queries (not impacting price) can only be routed to the PFC Admin personnel indicated in the RFP document.
 - v Order finalization and post order activities such issue of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and PFC.

- vi LOI may be placed outside the e-portal & further processing of the LOI may also be outside the system.
 - vii In case of any problem faced by the bidder during Reverse auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure B of the RFP document.
 - viii Bidders are advised to visit the auction page login into the system well in advance to identify/rectify the problems to avoid last minute hitches.
 - ix PFC will not be responsible for any PC configuration /Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.
 - x Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used: <http://www.tcil-india-electronictender.com>
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section VI and other provisions of Reverse Auction in RFP documents and their subsequent Addenda/Amendments. Bidders, in their own interest, are advised to go through the documents in entirety. The business rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

- a) The 'Opening Price' of each bidder i.e. start price for RA will be the 'First Round Price' quoted by the respective bidder in its financial bid for each Group of States.
- b) Bid decrement shall be Rs. 25000 and in multiples and thereof.

After completion of the online Reverse Auction, the last quoted price of each bidder shall be available for further processing. If no bid is received in the auction system/website within specified time duration of the online RA, then PFC may consider the first round financial bid received through e-tendering for selection.

Online Reverse Auction shall be conducted by PFC on pre-specified date and time, while the bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA any requests for extension of time will not be considered by PFC. Bidders are therefore requested to make all the necessary arrangements/alternatives whatever required so that they are able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction

cannot be the cause for not participating in the Reverse Auction. PFC shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/number of the Group being auctioned, auction rules etc.

PFC reserves the right to cancel/reschedule /extend the Reverse Auction process/tender at any time, before ordering, without assigning any reason.

PFC shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of PFC shall be binding on the bidders.

Other terms and conditions shall be as per bidder's bid and as per PFC'S RFP documents and other correspondences, if any, till date.

Note: Reverse Auction shall be conducted on Group wise rates only. In case of reduction of group price wrt quoted group price at first stage, the rates for states/discoms in a group shall be reduced proportionately.