

An initiative of



**Ministry of Power,  
Government of  
India**

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

for Selection of „SCADA/DMS Consultant (SDC)“ to assist the State Electricity Distribution Utilities in India for preparation of DPRs, Bid document & Program Management of Implementation of SCADA/DMS System for Electricity Distribution from concept to commissioning. For further details, please visit the website [www.apdrp.gov.in](http://www.apdrp.gov.in) OR [www.pfcindia.com](http://www.pfcindia.com)

Nodal Agency



**Power Finance  
Corporation  
Ltd.**

Request for Proposal for Appointment of  
SCADA/DMS Consultant (SDC) from  
Empanelled List of SDCs by PFC

Under Govt's R-APDRP

BY



Maharashtra State Electricity Distribution Company Ltd.

Website: <http://www.mahadiscom.in>

Single Stage – Two Envelope Procedure

**RfP Identification No: CE/APDRP/SCADA/02/10-11 Dated: 5<sup>th</sup> July 2010**

The last date for submission of RfP is : 26<sup>th</sup> July 15:00 Hrs

(This draft document is meant for the exclusive purpose of RfP and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued. Further, State/Utility concerned are required to customise this document in line with their requirements and ongoing procedures as indicated in the Guidelines for Inviting RfP by Utilities for SDC)

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# Restructured Accelerated Power Development and Reforms Programme



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### DEFINITIONS AND ABBREVIATIONS

The following words and expressions shall have the meanings hereby assigned to them:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Government's country, as they may be issued and in force from time to time;
- (b) **“Bank” or “Banks”**, refers to all Scheduled Bank as notified by Reserve Bank of India (RBI)
- (c) **“Contract”** means the Agreement entered into between the Utility (Purchaser) and the SCADA/DMS Consultant (Supplier), together with the Contract Documents referred to therein, including all attachments, appendices and all documents incorporated by reference therein.
- (d) **“Contract Documents”** shall mean the following documents listed, including any amendments thereto 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. the Instructions to Bidders;
  - vi. the Purchaser's Notification to the Supplier for Award of Contract;
  - vii. Vendor's response (Proposal) to the RfP, including the Bid Submission Sheet and the Price Proposal submitted by the Supplier;
  - viii. Contract Forms;
  - ix. Acceptance of Purchaser's Notification
- (e) **“Contract Price”** means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (f) **“Day”** means calendar day.
- (g) **“Delivery”** means the delivery of the Services from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (h) **“Completion”** shall mean the completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause 8 of GCC;
- (j) **“GCC”** means the General Conditions of Contract.
- (k) **“Government”** means the Government of India unless the context implies the Government of the State of the Utility



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- (l) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights
- (m) **“Party”** means the Utility or the SCADA/DMS Consultant, as the case may be;
- (n) **“Personnel”** means persons hired by the SCADA/DMS Consultant as employees and assigned to the performance of the Services or any part thereof; **“Foreign Personnel”** means such persons who at the time of being so hired had their domicile outside the Government's country; and **“Local Personnel”** means such persons who at the time of being so hired had their domicile inside the Government's country;
- (o) **“Project”** means all Activities covered under present contract
- (p) **“Purchaser’s Country”** shall mean India.
- (q) **“Purchaser”** means the entities purchasing the Goods and/or Services, as specified in the SCC. It has been used to mean Owner or Utility in this document.
- (r) **“Related Services”** means the services to be provided as per the requirements / conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.
- (s) **“Starting Date”** means the date referred to in Clause 8 of GCC;
- (t) **“SCC”** means the Special Conditions of Contract.
- (u) **“Services”** means the work to be performed by the SCADA/DMS Consultant pursuant to this Contract for the purposes of the Project, as described in the Scope of Work hereto;
- (v) **“Subcontractor”** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Supplier.
- SCADA/DMS Consultant shall not sub-contract any part of its obligation under the present contract.
- (w) **“Supplier”** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Utility and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier. Supplier has been used to mean SCADA/DMS Consultant in this document.
- (x) **“The MoP”** is the Ministry of Power, Government of India.
- (y) **“The Site,”** shall mean all identified locations within the State of Maharashtra, where the Supplier carries out any installation of Goods or is required to provide any Services.



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- (z) **"Third Party"** means any person or entity other than the Government, the Utility, the SCADA/DMS Consultants or any other party as implied by the usage and context
- (aa) **"OEM"** means the Original Equipment Manufacturer of any equipment / system / software / product.
- (bb) **"Kick Off Meeting"** means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the SDC.
- (cc) **"in writing"** means communicated in written form with proof of receipt
- (dd) **"Utility"** means the Utility calling for RfP or, in case of multiple utilities, the lead utility/consortium of utilities calling for RfP as per the usage
- (ee) **"Owner"** means the **"Utility"** calling for RfP
- (ff) **"SCADA/DMS Consultant"** means the agency appointed to perform services for the Utility under this contract.

### BACKGROUND

#### *About R-APDRP*

Ministry of Power, Govt. of India, has launched the Restructured Accelerated Power Development and Reforms Programme (R-APDRP) in the XI Five year Plan. Power Finance Corporation Limited (PFCL) has been designated by GoI as the Nodal Agency for the programme. The programme spans from data acquisition at distribution level till monitoring of results of steps taken to provide an IT backbone and strengthening of the Electricity Distribution system across the Country under the programme. The objective of the programme is reduction of AT&C losses to 15% in project areas. The program is divided into two (2) parts Part-A and Part-B. Part-A will include projects for establishment of baseline data and IT applications like Meter Data Acquisition, Meter Reading, Billing, Collections, GIS, MIS, Energy Audit, New Connection, Disconnection, Customer Care Services, Web self service, etc. to get verified baseline AT&C losses as well as SCADA/DMS Implementation. Part-B will include distribution strengthening projects.

The objective of reducing Aggregate Technical and Commercial (AT&C) losses in the project area can be achieved by plugging pilferage points, supply of quality power, faster identification of faults & early restoration of power, proper metering, strategic placement of capacitor banks & switches, proper planning and design of distribution network. The real time monitoring & control of the distribution system through state-of-the art SCADA/DMS system encompassing all distribution Sub-stations & 11 KV network would help in achieving this objective of R-APDRP. For deriving maximum benefits it is essential that necessary upgradation of distribution S/S & 11KV network shall be carried out to meet the SCADA/DMS requirements. The augmentation /upgradation of the distribution network for real time supervision & control mainly requires suitable compatibility of circuit breaker & switches, placement of RMUs and FPIs etc. for effective monitoring & control. This augmentation /upgradation shall be considered under Part B of R-APDRP scheme. However, considering the growth & related network upgradation, the full fledged SCADA/DMS shall be capable to meet the present as well as



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future requirements of the eligible towns for SCADA/DMS system under Part A of R-APDRP. The SCADA/DMS System will provide Real time monitoring & control, loss minimization/load balancing and considerable improvement in voltage/VAR profiles. It would also facilitate proper handling of loads while load shedding & restoration, efficient planning of network for future growth by using proven power system planning tools. All software applications & RTUs/FRTUs including system sizing requirements for the same shall be considered in the SCADA/DMS system being procured under Part – A of R-APDRP.

As per present R-APDRP guidelines, SCADA/DMS system will include urban areas – towns and cities with population of more than 4, 00,000 & 350MUs annual input energy or based on any other criteria as informed by Nodal Agency from time to time. The number of such potential towns is currently sixty (60) approximately.

The SDC would hand hold the utilities in implementing the integrated SCADA/DMS solution including as-is-study, DPR assistance, assistance in selection of SCADA/DMS Implementation Agency (SIA) and program management of entire SCADA/DMS implementation, under Part-A of R-APDRP, as per the scope of work provided in this document.

### ***About the Utility***

MSEDCL has implemented E-SCADA system under Xth plan APDRP in 10 towns, viz Pune, Nashik, Nagpur, Aurangabad, Malegaon, Nanded, Pimpri Chinchwad, Kolhapur, Sangli, and Amravati Integration of SCADA with Data Center and Disaster recovery Center was not in the Scope of E –SCADA project . Now as per the directives of GoI, towns with the population greater than 4 Lakhs and Annual Energy Input more than 350 MUs are selected. (List of these towns is given in Appendix 5) for implementation of SCADA project. The criteria of GoI also cover the towns in which SCADA already implemented .The towns with SCADA are to be integrated with Data Center and Disaster Recovery Center .



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### SECTION-I: INSTRUCTION TO BIDDERS

#### 1. Purpose of the RfP

Appointment of SCADA/DMS Consultants for Part-A of R-APDRP

#### 2. Name of the Utility

Maharashtra State Electricity Distribution Company Ltd. (MSEDCL)  
Office of Chief Engineer (APDRP)  
Prakashgad, 5<sup>th</sup> Floor, Anant Kanekar Marg,  
Bandra (East), Mumbai – 400051.

#### 3. Website of the Utility

Website: <http://www.mahadiscom.in>

#### 4. Address for Submission of Bids

Office of Chief Engineer (APDRP),  
Maharashtra State Electricity Distribution Company Ltd.  
Prakashgad, 5<sup>th</sup> Floor, Anant Kanekar Marg,  
Bandra (East), Mumbai – 400051.

#### 5. Venue for Pre-Bid Conference

Conference Hall No.1,  
Prakashgad, 6<sup>th</sup> Floor, Anant Kanekar Marg,  
Bandra (East), Mumbai – 400051.

#### 6. Period of Engagement

Till the successful completion of all responsibilities by the SCADA/DMS Consultant as per the engagement contract for the utility or a maximum period of 4 years from the date of Appointment. In case there is spill over of work beyond 4 years, utility can continue to avail services of SCADA/DMS Consultant with mutual agreement between them. The cost of all such extended period services however shall be borne by utility.

#### 7. Cancellation of Appointment

The period of appointment is subject to cancellation of appointment due to any of the reasons mentioned hereunder.

If the SCADA/DMS Consultant is found to have submitted false particulars/fake documents for securing empanelment as SCADA/DMS Consultant or for the award of assignment

The SCADA/DMS Consultants performance on the job will be constantly monitored for quality, commitment to delivery period mentioned in contract with the Utility, adherence to the guidelines, Statutory regulations, Conduct / Discipline etc., while executing jobs. Any deviations from stated conditions can lead to appropriate deterrent action as deemed fit by Utility

If the SCADA/DMS Consultant refuses to execute the job at his agreed scope/quoted rates, after the utilities issue the letter of intend (LoI)

Manipulation of rates by cartelization shall be viewed very seriously by the Utility. If such a situation comes to the notice of the Utility and/or there are reasons / circumstances for the Utility to believe so, the concerned SCADA/DMS Consultants will be called in to give justification of proposal/rates quoted by them. If they are not able to give a proper or satisfactory justification of their quoted proposal/rates, their appointment is liable to be cancelled



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If Empanelment has been cancelled by Nodal Agency  
 Any other reason deemed fit by the Utility for cancellation

Such SCADA/DMS Consultants, whose appointment is cancelled due to any of the above reasons, will not be considered for subsequent assignments for a period of three years

### 8. Language of RfP

English

### 9. Number of Copies of RfP

3 Hardcopies and 1 Softcopy in CD should be submitted. Each proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs. In the event of any discrepancy between the hard copy and soft copy, the hard copy shall prevail

### 10. Purchase of RfP

A demand draft amounting to INR 10,000 in favour MSEDCL payable at Mumbai as cost of the printing, binding, etc. of the document shall be furnished at the time of purchase of document or at the time of submission of RfP document if downloaded from website. Only sold RfP document will be accepted

### 11. Eligible Bidders

A Bidder shall be a party empanelled by the Nodal Agency, Power Finance Corporation, as eligible to bid for appointment as SCADA/DMS Consultant under the Restructured Accelerated Power Development and Reforms Programme (R-APDRP) of Govt. of India.

*No firm can submit more than one RfP.*

### 12. Conflict Of Interest

- i. A bidder cannot bid for the role of SDC for a project area in a utility if it is associated in any role with SIA/TPIEA of that utility
- ii. Utility 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
- iii. Participation by bidders with a conflict of interest situation will result in the disqualification of all involved bidders

Conflict of interest may include but is not limited to circumstances leading to:-

- (a) Conflict between consulting activities and procurement of goods, works or services (other than consulting services as SDC under R-APDRP): A firm that has been engaged by the Utility to provide goods, works, or services (other than consulting services as SDC under R-APDRP) 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 goods, works or services



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(other than consulting services as SDC under R-APDRP) resulting from or directly related to the firm's consulting 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.
- (c) Relationship with Utility's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of the Utility's staff (or of the project implementing agency's staff ) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Utility throughout the selection process and the execution of the contract.

### **13. Subcontracting**

The SCADA/DMS Consultant shall not be permitted to sub-contract any part of its obligations under the Contract with the utilities.

### **14. Corrigendum**

Should the Utility deem it necessary to amend the RfP Document, it shall do so by uploading the corrigendum in the website. At any time prior to the deadline for submission of the RfP, the Utility may amend the RfP Document by issuing corrigenda.

In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Utility may, at its discretion, extend the last date for the receipt of RfPs.

Any corrigendum issued shall be part of the RfP Document and shall be communicated in writing through registered letter and/or Email to all who have obtained the RfP Document directly from the Utility.

### **15. Cost of preparation of RfP**

The Bidder shall bear all costs associated with the preparation and submission of its RfP and the Utility shall not be responsible or liable for those costs, regardless of the conduct or outcome of the RfP process.

### **16. Submission of RfP**

The Bidder shall submit the RfP using the appropriate Submission Sheets provided in Section IX – Response Formats. 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.

The RfP must be submitted in a separate sealed envelope with covering letters as per the Form No.F-1 (with respective markings in bold letters) in accordance with the formats/schedules given in the Section IX – Response Formats. The envelope shall be marked as “RfP for Appointment of SCADA/DMS Consultants for R-APDRP under XI Plan.”

The sealed envelope should be placed in a sealed cover, duly signed, and dropped at the Address for submission of bids on or before the date & time for submission of RFP specified in the data sheet (Section-II). RfPs received late, on any account and for any reason whatsoever, will not be considered.



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### ***17. RfP Opening***

The Utility shall conduct the opening of RfPs in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in this document.

All other envelopes holding the RfP shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a deviation, modification or substitution (if any);
- (c) any other details as the Utility may consider appropriate.

Only RfPs read out and recorded at opening stage shall be considered for evaluation. No RfP shall be rejected at the opening stage, except for late bids or bids not accompanied with proof of having purchased the document.

### ***18. Rights of Use***

All rights of use of any process, product, service or facility developed or any other task performed by the SCADA/DMS Consultant during execution of the engagement for the Utility would lie exclusively with the Utility and PFC in perpetuity free from all liens, encumbrances and other third party rights and the SCADA/DMS Consultant shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favour of the Utility and PFC.

### ***19. Intellectual Property***

The Utilities and Ministry of Power, Government of India through Nodal Agency shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract that will be awarded further by the Utility and or Ministry of Power, Government of India, including but not limited to all templates, reports, designs, records, reports, designs, application configurations, data and written material, products, specifications, drawings, source code and object code and other documents which have been newly created and developed by the SCADA/DMS Consultant solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The SCADA/DMS Consultant should undertake to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Utility and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Utility. To the extent that Intellectual Property Rights are unable by law to so vest, the SCADA/DMS Consultant assigns those Intellectual Property Rights to Utility on creation.

The SCADA/DMS Consultant 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 / service provided by the SCADA/DMS Consultant, the same shall be acquired in the name of the Utility, and the same may be assigned by the Utility to the SCADA/DMS Consultant solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Utility.

The SCADA/DMS Consultant 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 SCADA/DMS Consultant shall keep the Utility indemnified against all costs, expenses and liabilities howsoever, arising out of any



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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 SCADA/DMS Consultant or its personnel during the course of performance of the Related Services. In case of any infringement by the SCADA/DMS Consultant, the SCADA/DMS Consultant shall have sole control of the defense and all related settlement negotiations.

Subject to above sub-clauses on intellectual property, the SCADA/DMS Consultant shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the SCADA/DMS Consultant that existed before the effective date of the contract.

### **20. Area of Work**

The SCADA/DMS Consultant may be required to work any where in the state or union territory of India within the licence area of the Utility or utilities (in case of multiple utilities call for RfP)

### **21. Confidentiality**

The SCADA/DMS Consultant and its personnel shall neither during the term of this contract nor within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the owner. Utility will ensure confidentiality of the bids submitted.

### **22. Bid Security / Earnest Money Deposit (EMD)**

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 Bid data Sheet. The value of Bid Security would be as specified in the Data Sheet.

### **23. Price Offer**

The Bidder may provide multiple solutions as part of the technical bid but ONLY ONE financial bid. In case of more than one financial bid, the submission will be considered non-responsive. Prices will be firm – and inclusive of all cost minus taxes – and no change alternate/conditional price offers shall be allowed.

### **24. Performance Security**

Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms. The value of Performance Security would be 10% of the bid value. The Performance Security would be valid till the completion of the assignment or any such extended period as decided by the Utility.



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### 25. Bid Validity Period

Bid should be valid for a period as specified in the Data Sheet from the date of opening of proposal

### 26. Acceptable Banks

All bank related documents should be submitted only from a Scheduled Bank as notified by the Reserve Bank of India (RBI).

### 27. Disclaimer

This Request For Proposal (RFP) has been prepared by the Ministry of Power, Govt. of India THROUGH ITS DESIGNATED NODAL AGENCY POWER FINANCE CORPORATION LIMITED (PFCL) for selection of SCADA/DMS Consultant to assist MSEDCL for preparation of DPRs, Bid document & Program Management of implementation of SCADA/DMS systems for electricity Distribution from concept to commissioning, or re-structured APDRP.

The PFCL does not warrant the completeness of the information presented herein, or make any representation that the information presented herein constitutes all the information necessary to bid upon or develop the referenced project. Each Bidder accepts full responsibility for conducting an independent analysis of the feasibility of the project and for gathering and presenting all necessary information. The Bidder assumes all risks associated with the project and no adjustments will be made based on the Bidder's interpretation of the information provided.

The PFC, The Nodal Agency expressly disown any obligation or duty (Whether in contract, tort or otherwise) to any Bidder.

In submitting a proposal in response to the RFP, each bidder certifies that it understands, accepts and agrees to the disclaimers in this document. Nothing contained in any other provision of the RFP nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding any of the disclaimers set forth on this page.



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### SECTION-II: DATA SHEET

1.1	The name of the Assignment is:	SCADA/DMS Consultancy Services for R-APDRP works during XI Plan in the Maharashtra State Electricity Distribution Co. Ltd. for assisting in preparation of DPRs, Bid document & Program Management of Implementation of SCADA/DMS System for Electricity Distribution from concept to commissioning
1.2	The name of the Owner is:	Maharashtra State Electricity Distribution Co. Ltd.
1.3	The objectives of the assignment (detailed in the Scope of Work):	<p>Handhold the utility for implementation from concept to commissioning of the SCADA/DMS Implementation project under Part A of the R-APDRP scheme.</p> <p>Assist utilities in customizing the Model Bid Document to deliver Utility specific bid document</p> <p>Assist utilities in filing the DPRs, and answering any queries raised by Nodal Agency/MoP</p> <p>Conduct the end to end process in selecting the SCADA/DMS Implementation Agency (NIT-&gt;Pre-bid conference-&gt;Bid opening-&gt;Technical Evaluation-&gt; Final Vendor Selection-&gt;Contractual assistance-&gt;appointment)</p> <p>Programme management of the implementation, till complete go-live</p>
1.4	The Owner will provide the following inputs:	Any information or assistance required for the successful completion of the assignment subject to availability and conformity with the existing legal system at that time
1.5	The documents enclosed are:	<ol style="list-style-type: none"> <li>1. Data Sheet</li> <li>2. Instruction to Bidders</li> <li>3. Scope of Work</li> <li>4. Formats for Submission of RfP</li> <li>5. Evaluation Criteria</li> <li>6. General conditions of contract</li> <li>7. Special conditions of contract</li> <li>8. Payment Terms</li> </ol>
1.6	The address for submission of Bids :	Office of Chief Engineer (APDRP), Maharashtra State Electricity Distribution Company Ltd. Prakashgad, 5 <sup>th</sup> Floor, Anant Kanekar Marg, Bandra (East), Mumbai – 400051. Tel. No. (022)26474211 Ext:2205, Fax: 26472868
1.7	Bid Security / Earnest Money Deposit (EMD)	Earnest Money Deposit of Rs 1,50,000 in the form of Bank Demand Draft payable to MSEDCL At Mumbai to accompany the Technical Proposal.



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1.8	The date and time of submission of Bids	26 <sup>th</sup> July 2010 15.00 Hrs
1.9	Bid Opening Date	Technical Proposal Bid Opening on 27 <sup>th</sup> July 2010 15.00 Hrs Financial Proposal Bid Opening After technical evaluation
1.10	Validity period	Ninety (90) Days from the date of opening of proposal
1.11	Bid Evaluation	<p>The Technical Proposal will be evaluated on the basis of the following:-</p> <ol style="list-style-type: none"> <li>1. Qualification and Competence of key personnel</li> <li>2. The firm's relevant past experience</li> </ol> <p>The financial proposal of the firms whose offer have been declared technically responsive shall be opened. For comparison of the combined technical and price score of all firms following formula will be used:</p> <p>Total score = Technical score + (LP /FP x 30)</p> <p>Where LP is the lowest price offer and FP is the price offer of the firm being evaluated.</p>
1.12	Commencement of the Assignment	As per the Letter of Award/ Letter of Intent.



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### SECTION-III: QUALIFYING REQUIREMENTS

The bidder is an entity already empanelled by Power Finance Corporation to bid for appointment as „SCADA/DMS Consultant" to assist the State Electricity Distribution Utilities in India. Only those bidders, who are empanelled by Power Finance Corporation Ltd., are eligible to bid for a role as SCADA/DMS Consultant. **QR in this RfP is to be used by utilities only for marking purposes to decide the technical scores. Re-assessment of qualification of bidders on technical grounds by utilities is not required.**

- a) The Empanelled entities were those which met the following technical Qualifying Criteria for SCADA/DMS consultancy/implementation experience:

#### I. FINANCIAL REQUIREMENTS

##### A. For all bidders (except Indian power sector utilities)

- i. The bidder should have cumulative turnover of atleast Rs.30 crore (or USD 6Million) for the last three audited financial years
- ii. The bidder should have a net worth not less than paid-up equity, in each of the last three audited financial years

##### B. For Indian power sector utilities

- i. The bidder should have cumulative turnover of atleast Rs.2,500 crore (or USD 500Million) for the last three audited financial years
- ii. The bidder should have a net worth not less than paid-up equity, in each of the last three audited financial years.

**Proof (for both I. A. & I. B.):** Annual Audited Financial Statements for FY05-06, FY06-07 & FY07-08. In case, the Annual Audited Financial Statements for FY08-09 are available, then the Annual Audited Financial Statements for FY06-07, FY07-08 & FY08-09 shall be submitted

#### II. TECHNICAL REQUIREMENTS (With consultancy experience)

##### A. For all bidders (except Indian power sector utilities)

The bidder should have imparted consultancy services (Strategy, advisory, implementation, Project Management) including assistance to utilities in design/engineering, installation, testing & commissioning of atleast one (1) or more SCADA-EMS/DMS/GMS Projects in last seven years. Atleast one of these projects should have been in successful operation for atleast one year

##### B. For Indian power sector utilities

The bidder should have provided engineering support, supervised, tested and got commissioned atleast one (1) or more SCADA-EMS/DMS/GMS Projects in last seven years. Atleast one of these projects should have been in successful operation for atleast one year

**Proof (for II. B.):** Proof of credentials for experience should be the following:

ARR/DPRs which have been approved by respective Regulatory Commission, with clear mention of the project details and its value. The same should be supported by an undertaking from the Company Secretary

Auditor"s certification along with Undertaking by Company Secretary with clear mention of the project details and its value (including go-live dates and current status of project)

##### C. For All Bidders (including Indian power sector utilities)



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The Bidders should have following minimum specified number of engineers having experience of atleast 5 years as per the above qualifying requirements:

- Hardware: 2 Nos.
- System Software: 2 Nos.
- Communication: 2 Nos.
- Power System: 2 Nos.

**Proof (for II. C.):** Self signed resume of employees, further authenticated & signed by the authorised signatory of bidder need to be submitted. Scanned signatures shall be accepted.

- b) The Empanelled entities were those which also met the following technical Qualifying Criteria for SCADA/DMS implementation (as per *Qualifying Requirements in SIA RfQ document with Ref. No. R-APDRP/SIA/2009/01*):

### III. TECHNICAL REQUIREMENTS (With implementation experience)

- i. The bidder shall have experience in the design, engineering, supply, installation, testing and commissioning of at least one SCADA & DMS (Supervisory Control and Data Acquisition System & Distribution Management System) Project for Power Distribution Systems (11KV or above) in the last seven (7) years meeting the following:
  - a. The above project(s) should consist of at least 20 RTUs/Data Concentrator (DC)/ Bay controller Unit (BCU). The SCADA & DMS System should have atleast the following functions either in a single or combination of above projects:
    1. SCADA Software supporting alarm, tagging, trending, SOE, real time data acquisition & calculations
    2. DMS software supporting at least two functions out of load flow, loss minimization via feeder reconfiguration, FMSR (Fault Management and System Restoration)
    3. Software functional redundancy for SCADA and DMS functions
  - b. At least one of the above projects should be in successful operation for at least one year.

#### (Proof: Technical Requirements (for consultancy/ implementation experience)

Experience certificates and/or Acceptance reports and Work Order and/or LoA from the owners/client for completion of work done, in support of the qualifying requirements, clearly establishing – the start and end date of the project, scope of work and worth of project, on client letterhead.

The supporting proof document must be labelled as original/true copy/translation, as the case may be, and the same shall necessarily be signed and authenticated by the Authorised Signatory of bidder. The owner/client contact details shall be provided against each project experience proof being submitted.

The proof documents available in any language other than English shall be translated to English and authenticated by Authorised Signatory of bidder for submission. In such cases, the original language copies shall also be submitted along with the translated proof documents)



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### SECTION-IV: SCOPE OF WORK

#### *Role of SCADA/DMS Consultant*

RfPs are invited for the SCADA/DMS Consultancy assignment as part of the objectives and roles as defined below under Part A of GoI's Restructured APDRP (for XI Plan).

SDC shall assist utility in successful implementation of SCADA/DMS project which shall include well coordinated and efficient project design, engineering, installation, testing & commissioning of SCADA/DMS System including integration of IT system established/being established under R-APDRP or any legacy SCADA/DMS system, if any for the towns/ cities eligible under R-APDRP

#### *Outline of Tasks to be carried out and Deliverables*

The SCADA/DMS Consultants may be representing the utilities post selection and appointment by the utilities. Any work, as and when required for smooth and timely execution of the project may be supported by the SCADA/DMS Consultants. Utilities shall make all possible efforts to provide support and help to the extent possible; however the final responsibility of the same shall rest with the consultants.

- 1) **As is study:** SDC shall carry out the "As is" assessment of the identified towns for preparing Detailed Project Report of the SCADA/DMS system. The scope of "As is" study should cover the following:
  - a. Collection of data pertaining to Sub-stations, distribution network and identification of adaptation requirements etc. for the project after field survey of the town/city. The SDC will have to study the substations & distribution network of MSEDCL and ensure that all the required electrical equipments are in place and are SCADA enabled.
  - b. Identification of utility requirements based on techno-commercial approach with the reliability & cost benefit analysis
  - c. Study of IT system established/being established under R-APDRP & legacy SCADA/DMS system, if any for ensuring integration with proposed SCADA/DMS System. MSEDCL already has eSCADA systems in some towns (listed in Appendix-4) which the SDC will have to study for ensuring integration with the proposed SCADA/DMS system. The SDC should survey the existing eSCADA installations and gather information about hardware which can be used in the proposed SCADA/DMS System.
  - d. Prepare a roadmap for automation of distribution network of the project area to utilize the full potential of SCADA / DMS project after field survey of the distribution network of the town / city and identification of the missing infrastructure.
- 2) **DPR preparation:** The SDC shall assist utility in preparation of DPR for which Model template shall be provided by the Nodal Agency
- 3) **Customization of detailed RFP:** SDC shall be responsible for customizing the model RFP document issued by Nodal Agency in line with „As-is" study & specific project requirements of the utility as per guidelines of the R-APDRP. The SDC should ensure that the offered solution is seamlessly integrated with IT system (established/being established), under R-APDRP and legacy SCADA/DMS System, if any



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- 4) **Assistance to utility for selection of SIA:** SDC shall assist utility in tendering, pre-bid conference, interaction with bidders & clarification of queries and technical evaluation, etc
- 5) **Assisting Utility in project management of SCADA/DMS System:** SDC shall supervise the implementation process carried out by the SIA in line with the customized RFP. SDC shall assist utility in design, engineering, installation, testing & commissioning of the proposed SCADA/DMS System till completion
- 6) **Coordination with Utility for resolving implementation issues/ queries:** SDC shall be assisting Utilities for resolving implementation issues and for preparing responses to the queries raised by the PFC related to SCADA/DMS implementation in the respective project area. The Adequate support will be provided by the utilities to the SDC
- 7) **Handhold the Utility** for successful implementation of the SCADA/DMS Project. This would include handholding the utility during the validation/verification of successful implementation of the SCADA/DMS Project by the TPIEA and finally assisting the utility for conversion of loan into grant for implementation of the SCADA/DMS Project as per R-APDRP guidelines.

### Physical Area of Work

Any where within the area of operation of the Utility in the state/union territory of India.

The Details are given in Appendix 5

### Outline of Tasks to be carried out and Deliverables

The SCADA/DMS Consultants (SDCs) may be representing the utilities post selection and appointment by the utilities. Any work, as and when required for smooth and timely execution of the project may be supported by the SDCs. Utilities may make all possible efforts to provide support and help to the extent possible; however the final responsibility of the same may rest with the SDCs.

<Elaborate/Change the Tasks and deliverables in line with SRS document, if required>

S. No.	Outline of Tasks to be Carried out	Deliverable #	Time from award of Contract
1.	'As is' study SDC to carry out the „As is“ assessment of the utilities in order to ascertain the extent of availability of existing distribution network data and systems. In addition existing SCADA/DMS & IT systems usability should be studied and the compatibility of	A report giving clear picture on:  Identification of additional adaptation requirements (i.e. Ring Main Units, fault Passage Indicators, Multi functional transducers/ Meters etc.) alongwith appropriate communication/ power supply	0-1.5 M



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S. No.	Outline of Tasks to be Carried out	Deliverable #	Time from award of Contract
	<p>the same being integrated into the new SCADA/DMS system should be assessed.</p> <p>SDC shall also study the functional requirements of the project area based on the characteristics of the distribution system of the project area &amp; adaptation requirements for enabling of SCADA/DMS Applications.</p>	<p>requirements etc.. for the project after field survey of the town/city of the utility</p> <p>Identification of utility functional requirements (viz. load Shed, FMSR, Voltage/VAR, load balancing/feeder reconfiguration etc.), based on techno-commercial approach with the reliability &amp; cost benefit analysis</p> <p>Study of IT system established/being established under R-APDRP &amp; legacy SCADA/DMS system, if any for ensuring integration with proposed SCADA/DMS System</p>	
2.	<p><b>DPR Preparation</b></p> <p>Coordinate with the utility in preparing customized framework for DPR and assist them in populating with required data related to Sub-stations, distribution network etc and to certify for suitability and viability as per R-APDRP guideline for the respective project area(s) by the SDC</p>	<p>A report covering following as minimum :</p> <ul style="list-style-type: none"> <li>System configuration</li> <li>Functional requirement</li> <li>Communication &amp; power supply requirement</li> <li>Integration requirements</li> <li>Asset details</li> <li>Adaptation requirements</li> <li>Complete BOQ as per model DPR template</li> <li>Implementation plan</li> <li>Cost benefit analysis</li> </ul> <p>SDC shall also:</p>	1.5-2.5 M



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S. No.	Outline of Tasks to be Carried out	Deliverable #	Time from award of Contract
		<ol style="list-style-type: none"> <li>1. Assist in populating and submission of DPRs. Consultant shall ensure that DPRs are in line with Quadripartite Agreement, MOP/PFC issued guidelines for R-APDRP.</li> <li>2. Assist MSEDCL in preparing supplementary DPR for the electrical equipment which are not SCADA enabled and for the same DPRs are already submitted under PART-B.</li> <li>3. Certify for suitability and viability as per R-APDRP guidelines for the respective project area(s) under Part-A.</li> <li>4. Identification of project areas for implementation of SCADA/DMS Scheme as per R-APDRP guidelines under part-A</li> <li>5. Recommendation on phasing of project areas for SCADA /DMS implementation for staggered implementation in various towns (prioritization)</li> </ol>	



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3.	<p><b>Customisation of RFP</b></p> <p>SDC while customizing RFP in line with the model bid document should ensure that the offered solution is seamlessly integrated with IT system established/being established under R-APDRP &amp; legacy SCADA/DMS system, if any Necessary provision for interfacing tools/ software as per requirement may be included.</p>	<p>SDC shall customize the model bid document as per the existing infrastructure/proposed adaptation works and utility requirements without modifying the broad scope and content as specified in the model bid document.</p> <p>SDC to ensure open systems and protocols along with defining interfacing points of existing systems for integration of identified legacy systems with the final SCADA/DMS solution implemented by SCADA Implementation Agency (SIA) and future integration/ built up.</p> <p>Any deviation/variation from Model Bid Document shall be properly justified by the SDC by providing specific references to</p>	2.5-3.5 M
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## Restructured Accelerated Power Development and Reforms Programme



S. No.	Outline of Tasks to be Carried out	Deliverable #	Time from award of Contract
		clauses of Model Bid document. Deviations/any changes to be brought out in a table giving Section, Sl. No., Page no., clause no., original text, amended clause and detailed justification for need of change.	
4.	<b>Assisting utilities for infrastructure facilities</b>	SDC shall help in finalizing the following – a) Space requirement for Control Centre building, Server room, Communication /UPS room, etc. b) Design of normal and standby power supply requirements c) Design of requisite infrastructural facilities and requirements like Electrification, fire fighting system, Earthing for Servers, RTUs control system etc.	2-6 M
5.	<b>Assist utility in selection of SIA</b>	SDC shall assist utility in NIT, Pre-bid conference, clarifications, Bid opening and Technical Evaluation of bids etc. for selection of SIA	3.5-6 M
6.	<b>Program Management</b> SDC need to review the implementation plan and the timelines submitted by the SIA and ensure that the same are as per the guidelines directed by the Nodal Agency. SDC to supervise the implementation process carried out by the SIA alongwith Overseeing successful design, engineering, testing, commissioning, and go-live of the	SDC to Review the implementation plan of SIA as per R-APDRP guidelines Ensure that regular project review meeting are carried out to meet the project timelines. Ensure that proper plan is prepared and executed by the SIA for training of the core-users, end-users and	6-24 M



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S. No.	Outline of Tasks to be Carried out	Deliverable #	Time from award of Contract
	solutions as per the project requirements.	<p>administrators of the system.</p> <p>Shall also assist utility in monitoring the implementation &amp; report exceptions to utility for feedback &amp; timely correction.</p> <p>SDC shall also ensure:</p> <p>Finalization and approval of vendors &amp; equipments as per LOA / Bid Document</p> <p>Ensure compliance of procurement of hardware/software/ network and integrated solution as per specs/LOA</p> <p>Assist in design/engineering activities viz. Finalization/approval of design documents/drawings, System Architecture /configuration, BoQ, Test procedures etc. submitted by SIA</p> <p>Bring out non-compliance and assist utility in its disposal</p>	
7.	<p><b>Testing:</b></p> <p>SDC shall be responsible for supervision of testing done by the SIA for meeting the functional /contractual requirements.</p>	<p>Preparation of test specifications. Finalizing Quality Assurance Plan/ inspection /check points etc. during implementation stage</p> <p>Supervision and monitoring of tests &amp; assistance in conductance of tests</p> <p>Bring out non-compliance and assist utility in its disposal</p> <p>Provide certification for successful testing/ level of success achieved /need of re-test etc.</p>	18-22M



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S. No.	Outline of Tasks to be Carried out	Deliverable #	Time from award of Contract
8.	<p><b>Handholding Utility</b></p> <p>Providing support/Any information (progress report etc.) as and when sought by the Utility/Nodal Agency/Ministry of Power</p>	<p>Submission of status reports on progress of work of SIA to the utility</p> <p>Escalation report for senior management for resolution of key issues impacting implementation</p> <p>Submitting information in form of a report as and when required</p> <p>Regularly enter &amp; update data on APDRP's dedicated web site maintained by Nodal Agency to keep it updated.</p> <p>Verification of SCADA/DMS implementation by TPIEA and handholding utility in conversion of loan into grant.</p>	Ongoing

# Deliverables mentioned are indicative only, and Utilities can be more specific as per their requirements.



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### SECTION-V: BID EVALUATION METHODOLOGY

The following is the bid process/bid evaluation methodology that will be adopted for appointment of SCADA/DMS Consultants.

RfPs will be circulated only to the SCADA/DMS Consultants empanelled by Nodal Agency and published on their Web-site ([www.apdrp.gov.in](http://www.apdrp.gov.in)) on the date of opening of the RfP

**Single Stage – Two Envelope Procedure:** Bidders should submit two sealed envelopes simultaneously, one containing the Technical Proposal and the other the Price Proposal, enclosed together in an outer single envelope. Initially, only the Technical Proposals are opened at the date and time advised in the Bidding Document. The Price Proposals remain sealed and are held in custody by the utility. The Technical Proposals are evaluated by the utility. No amendments or changes to the Technical Proposals are permitted. The objective of the exercise is to allow the utility to evaluate the Technical Proposals without reference to price for transparency.

Following the approval of the technical evaluation, and at an address, date and time advised by the utility, the Price Proposals will be opened. The Price Proposals are evaluated and, following approval of the price evaluation, the Contract is awarded to the Bidder whose Bid has been determined to be successful based on the formula given below.

Since the bids are floated only to empanelled SCADA/DMS Consultants, no further technical disqualification is permitted except on the ground of bid being non responsive.

**Preliminary Evaluation:** The technical proposals will be reviewed for deviations, acceptance of terms and conditions, adherence to scope of work, formats required, purchase of bid document etc., In case of non compliance on any of the above, bids will be considered as technically non-responsive.

**Technical Evaluation:** The credentials in terms of project experience of the bidder as well as the CV credentials of the team would be evaluated and scores would be given (out of 70). The technical evaluation for the role of SCADA/DMS Consultant by the Utility shall be in line with the Qualifying Requirements. The number of requisite resources that would be deployed by the vendor would be evaluated. Resources provided over and above the minimum requisite number subject to a maximum number, against each category of experience required, shall be given separate marks during the technical evaluation. In Project Experience, weightage would be given for No. of Projects with relevant experience, Sector of project experience (Generation/Transmission/ Distribution).and project experience in Integration of IT Applications (Billing/GIS/ Customer Care) with SCADA-EMS/DMS/GMS Projects

**Price Bid Evaluation:** Financial Proposals of only such firms will be opened whose offers have been declared Technically Responsive. The Financial Proposals of Technically Responsive Bidders in separate sealed envelope will be opened after evaluation of the Technical Proposals. Financial Proposal of un-successful Bidders will be returned back unopened. Financial proposal should be un-conditional, failing which the bid shall be summarily rejected. In case a single bid is invited by multiple utilities, the Price Bid would specify the charges separately



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For comparison of the combined Technical and Price Score of all Firms, following formula will be used: Total Score = Technical Score + (LP/FPx30). Where LP is the lowest price offer and FP is the price offer of the firm being evaluated.

Contracts shall be awarded only to the bidder with the highest Total Score.

### Detailed Technical Evaluation Methodology:

Technical Evaluation would be conducted on for parameters as shown in the table below:

EVALUATION PARAMETERS	PARAMETER DETAILS	WEIGHT	TOTAL
Project Experience	No. of Relevant Projects:		
	a. Consultancy Projects <i>(As per Clause II.A./II.B of Section III. Qualifying Requirements in this document)</i>	9 Marks (for One mandatory project) 3 Marks for each additional project (upto a maximum of 2 additional projects)	15
	b. Implementation Projects # <i>(As per Clause iii of Section 3. Qualifying Requirements in SIA RfQ document with Ref. No. R-APDRP/SIA/2009/01 as reproduced below this table)</i>	7 Marks (for One mandatory project) 1 Mark for each additional project (upto a maximum of 3 additional projects)	10
	Technical scoring for Sector in which any (even a single) of the above Projects is executed:		
	a. Power Distribution	5.00	10
	b. Power Transmission	3.00	
	c. Power Generation	2.00	
	Project experience (consultancy /implementation) in Integration of IT Applications (Billing/GIS/Customer Care) with SCADA-EMS/DMS/GMS Projects (in any single relevant project)	5.00	05
CV	No. of Relevant CVs <i>(As per Clause II.C. of Section III. Qualifying Requirements in this</i>		



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EVALUATION PARAMETERS	PARAMETER DETAILS	WEIGHT	TOTAL
	<i>document)</i>		
	Hardware	3 Marks (for Two mandatory CVs) 1.5 Mark for each additional CV (upto a maximum of 3 additional CVs)	7.5
	System Software	3 Marks (for Two mandatory CVs) 1.5 Mark for each additional CV (upto a maximum of 3 additional CVs)	7.5
	Communication	3 Marks (for Two mandatory CVs) 1.5 Mark for each additional CV (upto a maximum of 3 additional CVs)	7.5
	Power System	3 Marks (for Two mandatory CVs) 1.5 Mark for each additional CV (upto a maximum of 3 additional CVs)	7.5
<b>GRAND TOTAL</b>			<b>70.00</b>

**# Clause iii of Section 3. Qualifying Requirements in SIA RfO document with Ref. No. R-APDRP/SIA/2009/01. The same has been incorporated in section III - OR**



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### Project Experience:

The bidder is required to submit details of projects with relevant work involved along with certification on client's letterhead as proof of the scope of work and completion. The documentary proof of all projects needs to be furnished.

### Resumes (CVs)

A minimum of 8 CVs (2 each from the categories - Hardware, System Software, Communication & Power System, with qualifications as specified in Section - III, Qualifying Requirements) must be supplied.

Upto a maximum of 12 additional CVs (3 each from the categories - Hardware, System Software, Communication & Power System, with qualifications as specified in Section - III, Qualifying Requirements) may be supplied. Any replacement of the existing resource during the life of the consultancy can be done only by a person of similar/higher experience and qualification and in agreement with the utility.

For each proposed resource, the responsibility areas and proposed period on the engagement (in Man-months/Man-hours) shall be provided by the bidder. In case this information is not provided for any resource, the resume of that person shall not be considered for evaluation.

The names and details of the resources submitted by the successful bidder shall be published on the website of PFC as well as Utility and bidder shall provide the scheduling of the personnel, CVs of whom have been used in the proposal. The resource scheduling should be suitably linked with activity chart proposed by bidder. If the personnel whose CV has been used is not available at the time of award of contract, same can be suitably replaced with a person of similar/higher experience and qualification and in agreement with the utility.



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### SECTION-VI: 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**
- 1.2 The Purchaser requires bidders, suppliers, and contractors to observe the highest standard of ethics during the execution of such contracts.
- (a) The following definitions apply:
- “corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;
- “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the <Name of Utility>, designed to influence the action of any party in a procurement process or the execution of a contract;
- “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- 3. Interpretation**
- 1.3 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. The headings shall not limit, alter or affect the meaning 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;



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- (d) a word in the singular includes the plural and a word in the plural includes the singular;
- (e) a word imparting 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.

### 1.4 Entire Agreement

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

### 1.5 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.

### 1.6 Non-waiver

- (a) Subject to GCC Clauses 32 and 34 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.

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.

### 1.7 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



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other provisions and conditions of the Contract.

- 4. Language**
- 1.8 The Contract as well as all correspondence and documents relating to the Contract exchanged by the SCADA/DMS Consultant and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- The documents available in any language other than English shall be translated to English and authenticated by Authorised Signatory of bidder. In such cases, the original language copies shall also be submitted alongwith the translated proof documents
- 1.9 The SCADA/DMS Consultant shall bear all costs of translation to English and all risks of the accuracy of such translation.
- 5. Eligibility**
- 1.10 All parties empanelled by Power Finance Corporation from time to time to bid for appointment as „SCADA/DMS Consultant“ to assist the Utilities in India for preparation of DPRs, Bid document & Program Management of implementation of SCADA/DMS infrastructure for Electricity Distribution from concept to commissioning are eligible to bid.
- 6. Location**
- 1.11 The Services shall be performed at <area / location to be defined by the Utility>, or at such location required by Utility.
- 7. Effectiveness of Contract**
- 1.12 This Contract shall come into force and effect on the date (the “Effective Date”) of the Utility’s notice to the SCADA/DMS Consultants confirming that the following conditions have been met:
- a) This Contract has been approved by Utility
  - b) Requisite Advance payment Bank Guarantee has been submitted.
- 8. Authorized Representatives**
- 1.13 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:
- a) on behalf of the Utility by \_\_\_\_\_ or his designated representative;
  - b) on behalf of the SCADA/DMS Consultants by \_\_\_\_\_ or his designated representative.
- 9. Relation between the**
- 1.14 Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Utility and the Consultant. The Consultant, subject to this Contract, has



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### Parties

complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### 10. Notices

1.15 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

1.16 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 post, telex, telegram, email or facsimile to such Party at the following address:

1.17 For the Owner: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telegram: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

1.18 For the SCADA/DMS Consultants:  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telegram: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

1.19 Notice will be deemed to be effective as follows:  
(a) in the case of personal delivery or registered mail, on delivery;  
(b) in the case of telegrams, twenty four(24) hours following confirmed transmission;  
(c) in the case of facsimiles, twenty four(24) hours following confirmed transmission

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

### 11. Governing Law

1.21 The Contract shall be governed by and interpreted in accordance with the laws of the India. The Courts in Mumbai shall have exclusive jurisdiction with respect of the tendering process, award of Contract and execution of the Contract.

### 12. Settlement of Disputes

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

1.23 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the clause 1.7 of SCC.



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### 13. Scope of Work

1.24 The services to be rendered by SCADA/DMS Consultant shall be as per scope of work (Given in the Section IV-Scope of Work). At the time of awarding the contract, the Purchaser shall specify any change in the Scope of Work. Such changes may be due to increase or decrease in the scope of work at the time of award, as per R-APDRP guidelines

1.25 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 Delivery and Completion of Related Services as if such items were expressly mentioned in the Contract.

### 14. Commencement of Services

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

### 15. Delivery

1.27 The Delivery of services and Completion of the Related Services shall be in accordance with the milestones specified in the Section IV, Scope of Work and acceptance of the services rendered by the Purchaser.

1.28 The SCADA/DMS Consultant, in relation to its deliverables, shall provide any supporting data or information required by the Utility.

### 16. SCADA/DMS Consultant Responsibilities

1.29 The SCADA/DMS Consultant shall provide the services mentioned in the Scope of Work and the Delivery and Completion Schedule, as per Section-IV-Scope of Work.

### 17. Purchaser's Responsibilities

1.30 For successful completion of the assignment, as and when required by the SCADA/DMS Consultant, the Utility shall provide data and support based on availability of the same and without prejudice. In the event that the appropriate utility is unable to provide the required data or support for a requirement which the SCADA/DMS Consultant cannot be reasonably expected to procure on its own or from alternate sources, the SCADA/DMS Consultant's failure to deliver shall not be held against it.

1.31 The SCADA/DMS Consultant shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Clause 20.

1.32 Chief Engineer (APDRP) , MSEDCL shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the SDC.

1.33 Chief Engineer (APDRP) , MSEDCL shall obtain approval of competent authority for all such documents within 30 working days.

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



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contract.

### 18. Contract Price

- 1.35 Purchaser shall provide to the Supplier sitting space and infrastructure and utilities, in the Purchaser's offices at such location as may be mutually decided by the Parties.
- 1.36 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.
- 1.37 Prices charged by the SCADA/DMS Consultant for the service provided under the Contract shall not vary from the prices quoted by the SCADA/DMS Consultant in its bid, with the exception of any price adjustments authorized in the SCC.

### 19. Terms of Payment

- 1.38 The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work/change order on account of change order will be submitted by the Supplier unless the said extra work /change order has been authorized/approved by the Purchaser in writing.
- 1.39 The SCADA/DMS Consultant's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, Services provided, accompanied by the documents submitted pursuant to GCC Clause 17. The SCADA/DMS Consultant shall submit the bills in triplicate to the concerned utility.
- 1.40 Payments shall be made promptly by the Purchaser, not later than sixty (60) days after submission of an invoice along with supporting documents or request for payment by the Supplier, and the Purchaser has accepted it. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
- 1.41 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.
- 1.42 If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Supplier's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Supplier or deduct such excess payment from any payment subsequently falling due to the SCADA/DMS Consultant

### 20. Taxes and Duties

- 1.43 The SCADA/DMS Consultant and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Utility shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- 1.44 Payment of taxes/duties shall not be made separately in any case.
- 1.45 For goods/services supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, stamp duties, license fees, and other such levies imposed outside the



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### 21. Performance Security

Purchaser's country.

- 1.46 The Supplier shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 1.47 The Purchaser shall at its sole discretion invoke the Performance Security and appropriate the amount secured thereunder, in the event that the Supplier commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.
- 1.48 The Performance Security shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by the Purchaser in the SCC.
- 1.49 The Performance Security shall be discharged by the Purchaser and returned to the SCADA/DMS Consultant not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, unless specified otherwise in the SCC.

### 22. Intellectual Property

- 1.50 Purchaser 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 Supplier solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Supplier undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the Supplier assigns those Intellectual Property Rights to Purchaser on creation.
- 1.51 The Supplier shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Supplier (if any), as part of the service obligations under the present contract, shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Supplier solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.
- 1.52 The Supplier shall ensure that while it uses any software, hardware,



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

### 23. Confidential Information

- 1.53 Subject to sub-clauses 1.55 to 1.57, the Supplier shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Supplier that existed before the effective date of the contract.
- 1.54 The SCADA/DMS Consultant and its personnel shall neither during the term of this contract nor within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the owner.
- 1.55 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 1.56 The obligation of a party under this clause, however, shall not apply to information that:
- (a) the Purchaser or SCADA/DMS Consultant need to share with the institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 1.57 The above provisions of GCC Clause 25 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.



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- 24. Subcontracting**
- 1.58 The provisions of GCC Clause 25 shall survive completion or termination, for whatever reason, of the Contract.
- 1.59 The SCADA/DMS Consultant shall not be permitted to sub-contract any part of its obligations under the Contract with the utilities.
- 25. Service Quality**
- 1.60 The Purchaser may reject any Service rendered or any part thereof that fail to conform to the specifications. The Supplier shall take measures necessary to meet the specifications at no cost to the Purchaser.
- 26. Liquidated Damages and Penalty**
- 1.61 Except as provided under GCC Clause 32, if the Supplier fails to perform any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual performance, subject to a maximum of 10% of value of such services.
- 27. Liability/ Indemnity**
- 1.62 The Supplier hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The supplier agrees to indemnify the Purchaser and its officers, servants, agents (“**Purchaser Indemnified Persons**”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- (a) any negligence or wrongful act or omission by the Supplier or its agents or employees or any third party associated with Supplier in connection with or incidental to this Contract; or
- (b) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Services or any part thereof.
- 1.63 The Supplier shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
- 1.64 Without limiting the generality of the provisions of this article 1.67 and 1.68, the Supplier shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Services,



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information, design or process supplied or used by the Supplier in performing the Supplier's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Supplier shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Supplier shall promptly make every reasonable effort to secure for the Purchaser a license, at no cost to the Purchaser, authorizing continued use of the infringing work. If the Supplier is unable to secure such license within a reasonable time, the Supplier shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

### Survival on Termination

The provisions of this Clause 29 shall survive Termination.

#### 1.65 Defense of Claims:

If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 1.67, 1.68, or 1.69 the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

### 28. Limitation of Liability

1.68 Except in cases of gross negligence or willful misconduct :

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



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### 29. Change in Laws and Regulations

defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

1.69 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site / area of work is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

### 30. Force Majeure

1.70 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

1.71 Force Majeure shall not include:

- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor
- b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.

1.72 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

1.73 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

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



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as possible.

- 1.75 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 1.76 The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Supplier.
- 1.77 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 1.78 Not later than thirty (30) days after the SCADA/DMS Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
- 31. Change Orders and Contract Amendments**
- 1.79 The Purchaser may at any time order the SCADA/DMS Consultant through Notice in accordance GCC Clause 12, to make changes within the terms and conditions of this Contract, including any modification of the scope of the Services.
- 1.80 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the SCADA/DMS Consultant for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.
- 1.81 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
- 32. Extensions of Time**
- 1.82 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely completion of Services pursuant to GCC Section-IV, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 1.83 Except in case of Force Majeure, as provided under GCC Clause 32 or where the delay in delivery of the Goods or completion of Services is caused due to any delay or default of the Purchaser, any extension granted under clause 34 shall not absolve the Supplier from its liability to the pay of liquidated damages pursuant to GCC Clause 28.



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### 33. Suspension

1.84 The Utility may, by written notice of suspension to the SCADA/DMS Consultants, suspend all payments to the SCADA/DMS Consultants hereunder if the SCADA/DMS Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the SCADA/DMS Consultants to remedy such failure within a period not exceeding Seven (7) days after receipt by the SCADA/DMS Consultants of such notice of suspension and shall invoke contract performance guarantee.

### 34. Termination

1.85 Termination of Contract for Failure to Become Effective

- (a) If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

1.86 Termination for Default

- (a) The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the SCADA/DMS Consultant terminate the Contract in whole or in part:
- (i) if the SCADA/DMS Consultant fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
  - (ii) if the SCADA/DMS Consultant, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or
  - (iii) Any representation made by the bidder in the proposal is found to be false or misleading
  - (iv) if the SCADA/DMS Consultant commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.
  - (v) If the SCADA/DMS Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 1.7 of SCC.
  - (vi) If, as the result of Force Majeure, the SCADA/DMS Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - (vii) If the SCADA/DMS Consultant has been De-empanelled



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by the Nodal agency due to misconduct etc.

- (b) In the event the Utility terminates the Contract in whole or in part, pursuant to GCC Clause 36, the Utility may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or not performed, and the SCADA/DMS Consultant shall be liable to the Utility for any additional costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 1.87 Termination for Insolvency

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

### 1.88 Termination for Convenience

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

### 1.89 Consequences of Termination

Upon Termination of the Contract, the SCADA/DMS Consultant shall:

- (a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the Chief Engineer (APDRP), MSEDCL ("Exit Plan").
- (b) Chief Engineer (APDRP), MSEDCL and along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, SCADA/DMS Consultant shall prepare alternate plan within two calendar days. If the second plan is also rejected, Chief Engineer (APDRP), MSEDCL will provide a plan for Supplier and it should be adhered by in totality.
- (c) The Exit Plan should cover at least the following :-
- (i) Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all leased equipment;
- (ii) Handover all developed codes, related documentation and other Configurable Items, if any in his possession;



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- (iii) Handover the list of all assets, passwords at all locations to the Purchaser.
- (d) The supplier and Chief Engineer (APDRP), MSEDCL will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.
- 35. Cessation of Rights and Obligations**
- 1.90 Upon termination of this Contract pursuant to Clause 36 hereof, or upon expiration of this Contract pursuant to Clause 49 hereof, all rights and obligations of the Parties hereunder shall cease, except
- a) Such rights and obligations as may have accrued on the date of termination or expiration,
  - b) The obligation of confidentiality set forth in Clause 25 hereof,
  - c) Any right which a Party may have under the Applicable Law.
- 36. Cessation of Services**
- 1.91 Upon termination of this Contract by notice to pursuant to Clause 36 hereof, the SCADA/DMS Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause 36 hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- 37. Payment upon Termination**
- 1.92 Upon termination of this Contract pursuant to Clause 36 hereof, the Utility shall make the following payments to the SCADA/DMS Consultant:
- a) Remuneration pursuant to Clause 1.9 of SCC for Services satisfactorily performed prior to the effective date of termination;
  - b) Reimbursable expenditures pursuant to Clause 1.9 of SCC for expenditures actually incurred prior to the effective date of termination; and
  - c) Except in the case of termination pursuant failure to perform, insolvency of the SCADA/DMS Consultant, deliberate false submission by the SCADA/DMS Consultant or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- 38. Assignment**
- 1.93 The SCADA/DMS Consultant shall not assign to any other party, in whole or in part, their obligations under this Contract.
- 39. Disclaimer**
- 1.94 Purchaser reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to secure expert opinion.
- 1.95 Purchaser reserves the right to accept or reject any proposal deemed to be in the best interest of MSEDCL.
- 40. Public Disclosure**
- 1.96 All materials provided to the Purchaser by bidder are subject to Country and Maharashtra State public disclosure laws such as RTI etc.
- 1.97 The Vendor / SDC's Team shall not make or permit to be made a



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public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Vendor its written consent.

### 41. Adherence to safety procedures, rules regulations and restriction

1.98 SCADA/DMS Consultant shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.

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

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

1.101 The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 29.

### 42. Removal and/or Replacement of Personnel

1.102 Except as the appropriate Utility may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the SCADA/DMS Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Utility:

a) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or

b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the SCADA/DMS Consultant shall, at the Utility's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Utility.

c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the SCADA/DMS Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Utility. Except as the Utility may otherwise agree,

1.103 The SCADA/DMS Consultant shall bear all additional travel and



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other costs arising out of or incidental to any removal and/or replacement, and

### 43. Fairness and Good Faith

1.104 The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

1.106 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 14 hereof.

### 44. Insurance

1.107 The SCADA/DMS Consultant shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.

### 45. Conflict of Interest

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

1.109 DELETED

1.110 The Utility 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

1.111 SCADA/DMS Consultant for a Utility cannot participate in the bidding process of SCADA/DMS Implementation Agency/TPIEA of the same Utility.

1.112 DELETED

1.113 If the SCADA/DMS Consultant is found to be involved in a conflict of interest situation with regard to the present assignment, the Utility may choose to terminate this contract as per Clause 36 of GCC.

### 46. Standard of Performance

1.114 The SCADA/DMS Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and



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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. The SCADA/DMS Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner.

### 47. Expiration of Contract

- 1.115 Unless terminated earlier pursuant to Clause 36 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.



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### SECTION-VII: 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.

<b>SCC 1.1</b>	The Purchaser's country is: India
<b>SCC 1.2</b>	The Purchaser is: Maharashtra State Electricity Distribution Company Limited
<b>SCC 1.3</b>	The web-site is: <a href="http://www.mahadiscom.in">http://www.mahadiscom.in</a> . The details regarding the RfP process shall be available on the same. The eligible bidders should visit the website from time to time and get the status updates. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders.
<b>SCC 1.4</b>	The language shall be: English
<b>SCC 1.5</b>	For <u>notices</u> , the Purchaser's contact details shall be: Office of Chief Engineer (APDRP), Maharashtra State Electricity Distribution Company Ltd. Prakashgad, 5 <sup>th</sup> Floor, Anant Kanekar Marg, Bandra (East), Mumbai – 400051. Tel. No. (022)26474211 Ext:2205, Fax: 26472868
<b>SCC 1.6</b>	The governing law shall be: Laws applicable in exclusive jurisdiction of <u>competent Court in Mumbai, India</u> .
<b>SCC 1.7</b>	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 (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed) :  a. The mechanism for resolution of disputes for bidders shall be in accordance with the Indian Arbitration and Conciliation Act of 1996 as amended from time to time. The Arbitral Tribunal shall consist of 3 (Three) Arbitrators. Each Party shall nominate an Arbitrator and the two nominated Arbitrators shall mutually agree and nominate a third Presiding Arbitrator.  b. The place for arbitration shall be Mumbai, India.
<b>SCC 1.8</b>	The bidders may please note that the prices are Firm. All statutory taxes, levies, duties, etc. shall be paid on actual.



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### SCC 1.9

#### **General terms and conditions of Payment Schedule**

- 1) All payments shall be made by the Purchaser in favour of the SCADA/DMS Consultant (Supplier )
- 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.
- 3) SCADA/DMS Consultant shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.
- 4) Eligible Payments against invoice other than advance submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice.
- 5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by SCADA/DMS Consultant is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.
- 6) If additional work is required beyond the scope of the Services specified the estimated periods of engagement of Personnel set forth in the appropriate Bid Response Format may be increased by agreement in writing between the Purchaser and the SCADA/DMS Consultants. Any such change shall be done as per Clause 31 of GCC and Clause 1.8 of SCC.
- 7) All payments under this Contract shall be made to the account of the SCADA/DMS Consultant with (Bank & A/c No.):

\_\_\_\_\_  
\_\_\_\_\_

Payments will be made by the Purchaser to the SCADA/DMS Consultant as per Contract Value quoted in the Formats for Financial Proposal and agreed in the Contract, as follows:

#### **Payment Schedule**

Advance Payment: 10% of the contract value shall be payable as “Initial Mobilization Advance” after signing the contract and submitting the necessary Advance Bank Guarantee. The Advance BG will be released on completion of contract/ assignment.



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<u>Milestone based payment</u>	
Deliverable	% of Contract Value
Utility acceptance of Report on “As is study”, covering the details as defined in the Scope of Work	05%
Sanction of SCADA/DMS System DPRs of Utility by Nodal Agency	05%
Release of Customised RfP document/Notice Inviting Tender (NIT) for SIA Appointment by Utility	10%
Release of Letter of Award of Contract for SIA by Utility to the successful bidder for SIA	10%
Utility Acceptance of successful Factory Acceptance Test (FAT) Report	20%
Utility Acceptance of successful Site Acceptance Test (SAT) Report	20%
On successful completion of all responsibilities and obligations under this contract	20%
<b>SCC 1.10</b>	The currencies for payments shall be in Indian Rupees (INR).
<b>SCC 1.11</b>	The Supplier shall provide Performance Security of ten (10) percent of the total Contract Price. The currency and amount of Performance Security shall be specified at the time of awarding the contract to successful bidder.
<b>SCC 1.12</b>	The types of acceptable Performance Securities are:  Bank Guarantee issued by a Scheduled Bank as notified by RBI



## Section –VIII: Contract Forms

- 1 *Agreement*
- 2 *Performance Security*
- 3 *Advance - Bank Guarantee*

Enclosed at Appendix



# Restructured Accelerated Power Development and Reforms Programme



## SECTION-IX: Bidder Response Forms

### Form No F-1: RfP Submission Sheet

**From:** <Bidder>

**To:** <Utility>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir,

**Appointment for SCADA/DMS Consultancy Service, reference number \_\_\_\_\_**

I/we \_\_\_\_\_ Consultant / Consultancy Firm herewith  
enclose RfP for appointment of my/our firm as Consultant for \_\_\_\_\_. I/We hereby accept  
and abide by the scope & terms and conditions of RfP document unconditionally.

I/we \_\_\_\_\_ Consultant/ Consultancy Firm also undertake that in  
case of the award of consultancy assignment for the utility / utilities, to provide services for the proposed  
assignment, we and any of our affiliates, will not be eligible to work as SCADA/DMS Implementation  
Agency/TPIEA during the currency of the R-APDRP.

I/we undertake to open office in the state of the contract awarding utility.

Yours faithfully,

**Signature:**

**Full Name:**

**Address:**

\_\_\_\_\_  
\_\_\_\_\_



# Restructured Accelerated Power Development and Reforms Programme



## *Form No F-2: Certificate as to Corporate Principal*

### **CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

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:** \_\_\_\_\_



## Restructured Accelerated Power Development and Reforms Programme



### ***Form No F-3a: Project Experience***

Kindly provide relevant Project Experience of the Firm's relevant past experience in either:

SCADA Consultancy Projects *(As per Clause II.A./II.B of Section III. Qualifying Requirements in this document)*

SCADA Implementation Projects *(As per Clause iii of Section 3. Qualifying Requirements in SIA RfQ document with Ref. No. R-APDRP/SIA/2009/01 as reproduced on page 22 of this document)*

Please provide summary of project experiences including the projects being submitted to Utility for Appointment in the following format:

S. No	Project Name	Year of Completion	Consulting / Implementation	Scope of Project	Sector (Distribution / Generation / Transmission)	Integration of IT Applications (Billing/GIS/Customer Care) with SCADA-EMS/DMS/GMS Projects (Y/N)	Relevant Proof submitted (Y/N)

Please provide relevant proofs for project experience as detailed in respective Qualifying Requirements.

**Signature:** \_\_\_\_\_

**Seal:**

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

An initiative of



Ministry of Power,  
Government of India

## Restructured Accelerated Power Development and Reforms Programme

Nodal Agency



Power Finance  
Corporation Ltd.

### ***Form No F-3b: Performance Certificate***

Kindly provide Client Performance Certificates for the completed projects provided for Form No F-3a establishing/confirming the requisite details for project experience (as required in respective Qualifying Requirements) of the bidding firm and the client's satisfaction level.

***Or*** Copy of LoA/ Work Order along with proof of release of final payment



## Restructured Accelerated Power Development and Reforms Programme



### **Form No F-4: CVs**

The format for submission of CVs is the following:

1. Name: \_\_\_\_\_
2. Profession / Present Designation: \_\_\_\_\_
3. Years with firm: \_\_\_\_\_ Nationality: \_\_\_\_\_
4. Area of Specialisation: \_\_\_\_\_
5. Proposed Position on Team: \_\_\_\_\_
6. Key Qualification/Experience: \_\_\_\_\_

(Under this heading give outline of staff members experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. Education:  
(Under this heading, summarise college/ university and other specialised education of staff member, giving names of colleges, dates and degrees obtained. Use up to quarter page.)
8. Experience:  
(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate. Use upto three quarters of a page.)
9. Language:  
(Indicate proficiency in speaking, reading and writing of each language by „excellent“, „good“ or „poor“).

**Signature:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Kindly ensure that the relevant work experience and its applicability to the present assignment are clearly articulated. The CVs should be in „Times New Roman“ with „font size 11“ and should not be longer than 4 type-written pages.

**Signature:** \_\_\_\_\_  
**Full Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Seal:**



# Restructured Accelerated Power Development and Reforms Programme



## ***Form No F-5: Deviations/No Deviations Confirmation, Comments & Suggestions***

[Utility may accept the suggestion if not having price implication. However, no disqualification on this basis is envisaged.]

### **DEVIATIONS/COMMENTS/ SUGGESTIONS OF CONSULTANT**

On the Scope of Work, or any related area:

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

[ In case of no deviations, a statement to that effect must be given]

I certify that the above deviations/suggestions are having no additional price implication over & above quoted price

**Signature :** \_\_\_\_\_

**Seal**

**Full Name :** \_\_\_\_\_

**Address :** \_\_\_\_\_



## Restructured Accelerated Power Development and Reforms Programme



### **Form No P-1: Cost of Services**

Please specify the Lump Sum Price of the assignment for each project area in the utility / utilities in the following table.

S.No.	Nature of Costs	Lump Sum Amount (INR)		Value of Service Tax in the Lump Sum Amount	
		(in Figures)	(in Words)	(in Figures)	(in Words)
A1	Cost for Project Area 1 <Name of Project Area 1>				
A2	Cost for Project Area 2 <Name of Project Area 2>				
...An	Cost for Project Area n <Name of Project Area n>				
Cost for Utility A <Name of Utility A> $A = A1 + A2 + \dots + An$					
B1	Cost for Project Area 1 <Name of Project Area 1>				
B2	Cost for Project Area 2 <Name of Project Area 2>				
...Bn	Cost for Project Area n <Name of Project Area n>				
Cost for Utility B <Name of Utility B> $B = B1 + B2 + \dots + Bn$					
<b>Total</b>					

Total Lump Sum Price for Consultancy Services in Words (A+B+...+N)

INR \_\_\_\_\_

Note:

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

(Prices will be firm and inclusive of all costs minus taxes and no change alternate/conditional price offers shall be allowed)

Signature : \_\_\_\_\_

Seal:

Full Name : \_\_\_\_\_

Address : \_\_\_\_\_



## Restructured Accelerated Power Development and Reforms Programme



### ***Appendix-1: AGREEMENT***

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called “<THE UTILITY>”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called “THE Consultant”), of the other part:

AND WHEREAS the Purchaser invited bids for Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Consultant for the supply of those Related Services in the sum of \_\_\_\_\_ (hereinafter Called “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. the Instructions to Bidders;
  - vi. the Purchaser's Notification to the Supplier for Award of Contract;
  - vii. Vendor's response (Proposal) to the RfP, including the Bid Submission Sheet and the Price Proposal submitted by the Supplier;
  - viii. Contract Forms;
  - ix. Acceptance of Purchaser's Notification

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

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

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

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

Signed by \_\_\_\_\_ (Authorised Discom official)

Signed by \_\_\_\_\_ (for the Supplier)



## Restructured Accelerated Power Development and Reforms Programme



### *Appendix -2: Performance Security Bank Guarantee*

Date: \_\_\_\_\_

Contract Name and No. : \_\_\_\_\_

To: \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called "the Consultant") 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 Consultant shall furnish you with a security \_\_\_\_\_ issued by a reputable guarantor for the sum specified therein as security for compliance with the Consultant's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned \_\_\_\_\_, legally domiciled in \_\_\_\_\_, (hereinafter called the "the Guarantor"), have agreed to give the Consultant a security:

THEREFORE WE \_\_\_\_\_ hereby affirm that we are the Guarantors and are responsible to you, on behalf of the Consultant, up to a total of RUPEES \_\_\_\_\_ and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, without cavil or argument, DEMUR OR PROTEST 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.

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 \_\_\_\_\_



## Restructured Accelerated Power Development and Reforms Programme



### ***Appendix -3: Advance Bank Guarantee***

Ref: \_\_\_\_\_

Bank Guarantee: \_\_\_\_\_

Date: \_\_\_\_\_

Dear Sir,

In consideration of M/s \_\_\_\_\_ (Hereinafter referred as the `Owner", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and assigns), having awarded to M/s. \_\_\_\_\_ (hereinafter referred to as the `SCADA/DMS Consultants" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the SCADA/DMS Consultant, resulting in a Contract valued at \_\_\_\_\_ for \_\_\_\_\_ (Scope of Work)

Contract (hereinafter called the `Contract") and the Owner having agreed to make an advance payment to the SCADA/DMS Consultant for performance of the above Contract amounting to \_\_\_\_\_ (in words and figures) as an advance against Bank Guarantee to be furnished by the SCADA/DMS Consultant.

We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Owner immediately on demand any or, all monies payable by the SCADA/DMS Consultant to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the SCADA/DMS Consultant. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the SCADA/DMS Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or the extend the time for performance of the Contract by the SCADA/DMS Consultant. The Owner shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Owner and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any convenience, contained or implied, in the Contract between the Owner and the SCADA/DMS Consultant any other course or remedy or security



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available to the Owner. The Bank shall not be relieved of its obligations under these present by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including @ \_\_\_\_\_ and shall be extend from time to time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2009.  
at \_\_\_\_\_

WITNESS:

(Authorized Signatories of the Bank)

1.

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official address)

.....  
(Designation with Bank Stamp)

Attorney as per Power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

Strike out, whichever is not applicable

@ The date will be ninety (90) days after the date of completion of Contract.

Note: 1 The stamp papers of appropriate value shall be purchased in the name of bank who issues the `Bank Guarantee`.

Note: 2 The bank guarantee shall be from a Scheduled Bank as notified by RBI.



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**Appendix – 4 : List of towns in MSEDCL already having E-SCADA systems.**

Sr No	Name of town
<b>1</b>	<b>Aurangabad</b>
<b>2</b>	<b>Amravati</b>
<b>3</b>	<b>Kolhapur</b>
<b>4</b>	<b>Malegaon</b>
<b>5</b>	<b>Nanded</b>
<b>6</b>	<b>Nashik</b>
<b>7</b>	<b>Nagpur</b>
<b>8</b>	<b>Pune</b>
<b>9</b>	<b>Sangli</b>
<b>10</b>	<b>Pimpri - Chinchwad</b>



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### *Appendix – 5 : List of towns in MSEDCL qualifying for SCADA/DMS under RAPDRP*

Sr No	Town	Annual Energy Input ( MUs)	No of Sub Divisions	No of HT Consumers	No of DTC	No of Substations
1	Nagpur	1705.44	14	314	3038	31
2	Kolhapur	532.00	5	178	1172	17
3	Pune	3221.2	23	34	993	13
4	Nashik	693.58	10	464	5171	30
5	Aurangabad	1485.91	8	428	1928	21
6	Greater Mumbai	4003.06	35	1412	6416	73
7	Solapur	412.07	5	63	1088	11
8	Amravati	359.37	4	43	1014	10
9	Malegaon	433.85	4	5	704	7
10	Sangli	377.93	6	30	440	12