

REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT

for a Strategic Planning Unit for the Department of Power, Government of West Bengal in the strategic planning and transformation of the West Bengal Power Sector.

RFP No. : STRATEGIC PLANNING-01/DOP/2020-21

Dated : 14/01/2021

Issued by:-

The Commissioner

Department of Power

Government of West Bengal

Bidyut Unnayan Bhavan,

5th Floor, 3/C, LA Block,

Sector-III, Salt Lake City, Kolkata- 700 091

DISCLAIMER

1. This RFP document is neither an agreement nor an offer by Department of Power, Govt. of West Bengal to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. Department of Power, Government of West Bengal does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for Department of Power, Govt. of West Bengal to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by Department of Power, Govt. of West Bengal in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
3. Department of Power, Govt. of West Bengal will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Department of Power, Govt. of West Bengal or their employees, any consultants or otherwise arising in any way from the selection process for the Department of Power, Govt. of West Bengal will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. Department of Power, Govt. of West Bengal will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that Department of Power, Govt. of West Bengal is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and Department of Power, Govt. of West Bengal reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever.

Department of Power, Govt. of West Bengal also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Applications.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Department of Power, Govt. of West Bengal accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. Department of Power, Govt. of West Bengal reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website of Department of Power, Govt. of West Bengal.

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Letter of Invitation

**Office of the Commissioner
Department of Power
Government of West Bengal
Bidyut Unnayan Bhavan
3/C, LA Block, 5th & 6th Floor,
Sector-III, Salt Lake City, Kolkata- 700 091
Ph. No:- 033-2335-7278
E-Mail:- ss2-power-wb@gov.in**

RFP NO.: STRATEGIC PLANNING-01/DOP/2020-21

DATE: 14/01/2021

(National Competitive bidding)

Notice Inviting e-RFP

The Commissioner, Department of Power invites online RFP from the bonafide firm/Consultants for the following consultancy service. The duration of service will be initially Two years.

Table 1: Detail of the Scheme

Name of the Project	Tender Document Cost in INR	Earnest Money Deposit in INR
Request for Proposal for Selection of Consultant for a Strategic Planning Unit for the Department of Power, Government of West Bengal in the strategic planning and transformation of the West Bengal Power Sector.	Nil	Rs.1,00,000/- (One lakh only)

- a) Intending bidders to download the tender documents from the website <https://wbtenders.gov.in> directly.
- b) In the event of e-filing, intending bidders may download the tender documents from the website <https://wbtenders.gov.in> indirectly. The bidder shall pay an EMD of Rs. 1,00,000/- (Rupees One lakh only) through Net banking or through RTGS NEFT through the <https://wbtenders.gov.in> //portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt.. of West Bengal.
- c) Digitally signed Technical Bid and Financial Bid, to be submitted through the website <https://wbtenders.gov.in>
- d) Submission of the Bid should be done as per the stated time schedule mentioned in "IMPORTANT DATES & INFORMATIONS" section of the RFP.

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GENERAL GUIDANCE FOR E-TENDERING

Instructions/guidelines for electronic submission of the RFP have been annexed for assisting the bidders to participate in e-Tendering.

i. REGISTRATION OF BIDDER:

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.

ii. DIGITAL SIGNATURE CERTIFICATE (DSC):

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token. The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of RFP Documents.

iii. PARTICIPATION IN MORE THAN ONE WORK:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.

iv. SUBMISSION OF TENDERS:

Tenders are to be submitted online to the website in two folders at a time for each tender (*one is Technical Proposal & the other is Financial Proposal*) before the prescribed date & time using the Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copy duly digitally Signed. The documents will get encrypted (transformed in to non-readable formats).

IMPORTANT DATES & INFORMATION

1.	Tender No. & Date	Strategic Planning-01/DoP/2020-21 dated: 14/01/2021
2.	Tender Version	1.0
3.	Brief description of project	Request for Proposal for Selection of Consultant for a Strategic Planning Unit for the Department of Power, Government of West Bengal in the strategic planning and transformation of the West Bengal Power Sector
4.	Tender document Fee	Nil
5.	Earnest Money Deposit	1,00,000/- (One lakh only)
6.	Tender issuing entity	Commissioner, Department of Power, Government of West Bengal
7.	Date of uploading of RFP & other Documents (online) (Publishing date)	14/01/2021
8.	Documents download start date (Online)	20/01/2021 (02:00PM)
9.	Last Date and time of sending the queries	27/01/2021 (02:00PM)
10.	Pre Bid Meeting at Conference Hall, 5 th Floor, Bidyut Unnayan Bhavan, Salt Lake, Kolkata 700091 (Offline)	05-02-2021(02:00PM) The person should have proper authorization in respective company Letter Head. Queries to be sent to Commissioner, Department of Power, Govt. of West Bengal E-Mail: ss2-power-wb@gov.in
11.	Reply to Pre-Bid query, will be published (Online)	08-02-2021

12.	Bid Submission start date & time (Online)	10-02-2021 (02:00pm)
13.	Bid Submission closing date & time (Online)	18-02-2021 (02:00pm)
14.	Bid opening date & time for Technical Proposals (Online)	22-02-2021 (02:00 pm)
15.	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals (if any).	To be notified later.
16.	Opening of Financial Bid (Online) and declaration of result	To be notified later.
17.	Contact Persons	Commissioner, Department of Power E Mail: ss2-power-wb@gov.in

Address for communication:-

Commissioner,
Department of Power
Government of West Bengal
Bidyut Unnayan Bhavan
5th Floor, 3/C, LA Block, Sector-III, Salt Lake City,
Kolkata- 700 091

Section-II

Instructions to Consultants

1. DEFINITION

In this document, the following terms shall have following respective meanings:

“Agreement” means the Agreement to be signed between the successful firm and The Commissioner, Department of Power, Govt.. of West Bengal including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Bidder” means the firm who applies the tender **“Contract”** is used synonymously with Agreement.

“Deliverables” means the documents as mentioned in this RFP

“Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Department of Power and eventually Govt.. of West Bengal of the benefits of free and open competition.

“Law” shall mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India and/or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.

“LOI” means issuing of Letter of Intent shall constitute the intention of the DEPARTMENT OF POWER. to place the Purchase Order with the successful firm.

“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.

2. SUBMISSION OF BID

Bids are to be submitted online to the website stated earlier in two folders at a time, one is Techno Commercial Proposal & the other is Financial Proposal, before the prescribed date & time using the Digital Signature Certificate (DSC). Only the Digitally Signed documents are to be uploaded after proper virus scanning. The documents will be encrypted (transformed into non-readable formats).

3. Pre-Bid Meeting

Department of Power may host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid.

All enquiries from the bidders relating to this Bid Document must be submitted to the designated contact person as mentioned earlier via email. The queries are to be submitted in Microsoft Excel readable format - .xls. The queries should necessarily be submitted in the following format:

Format of Pre-bid queries

Sl No	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought
	Section No.	Sub-Section	Page No.		
1					
2					
3					

4. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. Department of Power. Shall not be responsible for these costs regardless of the conduct or outcome of the bidding process.

5. Bid Document

Bidders to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read understood and accepted by the bidder. No deviations will be accepted. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result in rejection of the bid, subject to the discretion of tender evaluation committee

6. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, Department Of Power reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website. The Corrigendum shall be binding on all bidders and will form part of the bid documents. Corrigendum can be published at least 3 days prior to the last date of Bid submission, with extension of 4 days of bid submissions deadline, such that the bidders gets at least 7 days to submit the bid after a corrigendum is published.

7. Modification and Withdrawal of Bids

The bidder may modify or withdraw its bid after submission, before the deadline prescribed for bid submission.

8. LANGUAGE OF BID & CORRESPONDENCE

The proposal will be prepared by the Bidder in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & DEPARTMENT OF POWER. will be in English language only. The correspondence by e-mail must be subsequently confirmed by a duly signed formal copy.

9. Earnest Money Deposit (EMD)

The Bidder shall pay EMD of Rs.1,00,000/- (Rupees One lakh only) through net banking or through RTGS/NEFT in the portal of the website :<https://wbtenders.gov.in> as per G.O. no. 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.

10. FORFEITURE OF EMD

EMD by Bidder may be forfeited under the following conditions:

- If Bidder withdraws the proposal before the expiry of bid validity period.
- During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process. The decision of DEPARTMENT OF POWER regarding forfeiture of EMD shall be final and shall not be called upon for explanation under any circumstances.
- If Bidder violates any of the provisions of the terms and conditions of the proposal.
- In the case of successful Bidder, if Bidder fails to:
 - a) Accept the work order along with the terms and conditions.
 - b) Furnish performance security.
 - c) Abide by any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
 - d) Ensure submitting false/misleading information/ declaration/ documents/ proof/etc.

The decision of Department of Power regarding forfeiture of EMD shall be final and shall not be called upon to any explanation under any circumstances.

EMD of unsuccessful bidders shall be returned after the signing of LoA with the successful bidder.

11. Forms and Formats

The various inputs for the Technical as well as Price bid are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

12. LACK OF INFORMATION TO BIDDER

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries related to bid document then they can send the queries before/during the Pre Bid Meeting.

13. Performance Department Guarantee (PBG)

Within 21days of notifying the acceptance of proposal for the award of contract, the successful bidder shall furnish a Performance Department Guarantee(PBG)from an Indian nationalized Department, as perAnnexure-11, amounting to the 10% of the total bid value for the entire contract period as its commitment to perform services under the contract.

PBG should be valid for the contract period and 90 days beyond the contract end date. Bidder may be asked to extend the PBG according to project progress.

Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released after expiry of contract provided there is no breach of contract on the part of the bidder. No interest will be paid on the PBG

14. SIGNING OF AGREEMENT

The Commissioner, Department of Power, Government of West Bengal. will award the contract to the bidder as per the evaluation process stated in the RFP.

15. Liability

In case of any default on bidder's part or other liability, The Commissioner, Department Of Power, Government of West Bengal shall be entitled to recover damages from the firm. In each such instance, regardless of the basis on which The Commissioner, Department Of Power, Government Of West Bengal. is entitled to claim damages from the firm (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), firm shall be liable for no more than:

- Payment referred to in the Patents and Copyrights clause.
Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the firm's negligence
- As to any other actual damage arising in any situation involving non-performance by firm pursuant to or in any way related to the subject of this RFP, the charge paid by The Commissioner, Department Of Power, Government Of West Bengal for the individual product or Service that is the subject of the Claim.
- However, the firm shall not be liable for any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data or for any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the firm hereunder.

16. PATENTS & COPYRIGHT

If a third party claims that a product delivered by the firm to Department of Power. Under this project, infringes that party's patent or copyright, the firm shall defend Department of Power. Against that claim at firm's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the firm.

17. Governing Laws

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The firm shall keep himself fully informed of all current national, state and municipal law and ordinances. The firm shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be firm's entire obligation regarding any claim of infringement.

18. TERMINATION FOR DEFAULT

In case the performance of firm is deemed unsatisfactory (manifested in delays, lack of quality, unavailability of resources, and lack of results/outcomes as expected and agreed) the client reserves the right to issue a letter of concern in case of dissatisfaction with selected bidder's work. Selected bidder may be asked to submit clarifications or a reply regarding the same. In case of incomplete/delayed/dissatisfactory response or if the concerns are not adequately addressed, the client reserves right to issue letter of dissatisfaction to the firm stating the reasons. On issuance of two or more such letters of

dissatisfaction, the client (The Commissioner, Department Of Power, Government Of West Bengal.) reserves the right to terminate the contract by issuing a 30days'notice period to the firm. In such eventuality The Commissioner, Department of Power, Government of West Bengal will invoke the amount held back from the firm as PBG. Decision of The Commissioner, Department Of Power, Government Of West Bengal. in this regard will be final and abiding without any prejudice to any other remedy or right of claim for breach of contract for the firm.

19. Jurisdiction of Court

Jurisdiction of the engagement would be limited only to courts in Kolkata.

20. ARBITRATION CLAUSE

In case of any disputes, the arbitrator may be selected based on mutual agreement between the clients The Commissioner, Department of Power, Government of West Bengal and the successful firm.

21. Force Majeure

It is hereby defined as any cause, which is beyond the control of the firm or The Commissioner, Department Of Power, Government of West Bengal as the case may be, which such party could not foreseen or with areas on able amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war, Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist activity.

Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.

- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear disaster and pressure waves or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other

in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall,

Constitute a default or breach of the contract.

Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure

22. CORRUPT OR FRAUDULENT PRACTICES

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force.

The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

23. Binding Clause

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to

inform the affected bidder(s) of the grounds for such decision

24. GRAFTS, COMMISSIONS, GIFTS, ETC.

It is the Purchaser's policy to require that the bidder under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the firm or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with The Commissioner, Department Of Power, Government Of West Bengal..shall in addition to any criminal liability which it may incur, subject the firm to the cancellation of this and all other contracts and also to payment of any loss or damage to The Commissioner, Department Of Power, Government Of West Bengal resulting from any cancellation. THE COMMISSIONER, DEPARTMENT OF POWER, GOVERNMENT OF WEST BENGAL shall then be entitled to deduct the amount so payable from any monies otherwise due to the firm under contract.

25. Enforcement of Terms

The failure of either party to enforce at any time any of the provision of this contract or any right sin respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

26. PERIOD OF VALIDITY OF OFFER

For the purpose of placing the order, the proposals shall remain valid till 120 days from bid submission date. During the period of validity of proposals, the rates quoted shall not change

27. Taxes & Duties

The prices quoted shall be inclusive of all taxes.

Deduction of all statutory and necessary Tax from each bill will be made as per Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.

Bidder submitting a tender shall produce up to date, Income Tax and Profession Taxes Certificate as well as the GST certificate issued by the concerned Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of submission.

28. DISCREPANCIES IN BID

Discrepancy in the amount quoted by the bidder due to calculation mistake of the unitrate then the unitrate shall be regarded as firm.

29. Late Bid

Late bid shall not be accepted by THE COMMISSIONER, DEPARTMENT OF POWER, GOVERNMENT OF WEST BENGAL.

30. CONTACTING THE COMMISSIONER, DEPARTMENT OF POWER, GOVERNMENT OF WEST BENGAL.

Bidder shall not approach THE Commissioner, Department Of Power, Government of West Bengal officers beyond office hours and/or outside The Commissioner, Department Of Power, Government Of West Bengal. office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence DEPARTMENT OF POWER office in the decision on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of The Commissioner, Department Of Power, Government Of West Bengal., it should be in writing.

31. The Commissioner, Department of Power, Government of West Bengal's Right To Reject any or all Bids

The Commissioner, Department Of Power, Government of West Bengal reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

32. BID CURRENCIES

Prices shall be quoted in Indian Rupees, inclusive of all prevailing taxes, levies, duties, cess etc.

33. Price

Price should be quoted in the Price Bid (BOQ) format only. No deviation in any form in the Price Bid sheet is acceptable and it should as directed in the online e-tendering site where the price has to be submitted and in no way it should in any other folder. Price should only be submitted in the folder where price has to be declared.

Price quoted should be firm, inclusive of all charges, taxes and duties.

34. CANVASSING

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved firms.

35. Extension of bid validity

In the event of non finalization of bid within the validity of bid, bidder may extend the bid in response to the request of the client up to a reasonable period acceptable to the bidder.

36. FORMATS & SIGNING OF BID

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory (ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words/figures completely.

37. Withdrawal of Bid

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible vendors for any item(s) of work, if so required.

38. INTERPRETATION OF DOCUMENTS

If any bidder should find discrepancies or omission in the specifications or other tender documents, or in doubt as to the true meaning of any part thereof, it shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

39. Compliance with Law

The firm hereto agrees that it shall comply with all applicable central, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required.

The firm shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labour legislation.

40. CLARIFICATION OF BIDS

During evaluation of the bids, the Tender Evaluation Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (email) and no change in the substance of the bid shall be offered or permitted.

41. Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

42. GENERAL OBLIGATIONS OF THE BIDDER

An agreement is to be signed between the successful bidder and The Commissioner, Department of Power, Government of West Bengal within thirty days from the date of placement of order.

Tender conditions will be part of the agreement.

Successful bidder may consider setting up branch office in Kolkata, West Bengal, India (clause is not binding upon the successful bidder).

Exit Management: The Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to The Commissioner, Department Of Power, Government of West Bengal. and which the Bidder has in its possession or control at any time during the exit management period.

The Bidder shall commit adequate resources to comply with its obligations under Exit Management Schedule.

43. Consortium

- No consortium will be allowed.

Section-III

Terms of Reference

Terms of Reference for a Strategic Planning Unit for the Department of Power, Government of West Bengal in the strategic planning and transformation of the West Bengal Power Sector

1. BACKGROUND

- The Department of Power was set up by the Government of West Bengal in 1972, and has been entrusted with the following responsibilities:
 - To evolve general policies and programs as well as perspective planning on development of electricity in the state and ensure implementation of the same through various power utilities in public and private sectors.
 - To exercise control over the generation, distribution and utilization of electricity in the state for the general well-being of the people.
 - Administration of the Electricity Act, 2003 and Rules & Regulation in the state through the Directorate of Electricity, West Bengal Electricity Regulatory Commission and the utilities. Also, processing and enactment of appropriate state legislation on power policy as may be required from time to time.
 - Monitoring and co-ordination of the activities of various power utilities in the state to ensure cohesive growth and resolving the conflicts/disputes among them, if any.
 - Overseeing and providing requisite inputs towards acceleration of the implementation of power projects.
 - Liaison with Ministry of Power, Govt. of India, Central Electricity Authority, REC and other concerned departments of Union and State Govt.s.
 - Matter relating to appointment of Chairman and Members of West Bengal Electricity Regulatory Commission.
 - Matters pertaining to Rural Electrification Programs.
 - Matters relating to Energy Management, Energy Audit, Conservation of Energy, Pilferage/loss of energy, Pollution Control measures, Renovation & Modernization of power plants.

➤ Issues pertaining to different forms of non-conventional (renewable) energy.

- The process of reforms in power sector in West Bengal began in 2005, with restructuring of erstwhile West Bengal State Electricity Board (WBSEB) into the Transmission and Distribution utilities in 2007:
- West Bengal State Electricity Distribution Company Ltd. (WBSEDCL) – Distribution Company
- West Bengal State Electricity Transmission Company Ltd. (WBSETCL) – Transmission Company
- The generation function of erstwhile state utility has been organized under a separate entity, West Bengal Power Development Corporation Ltd. (WBPDC). Established in 1985, WBPDC is responsible for Thermal Power Generation in the State, while Hydro Generation is being undertaken by the then WBSEB till the time of unbundling has been currently transferred to WBSEDCL.
- The State Regulatory Commission, West Bengal State Electricity Regulatory Commission (WBERC) was established in 1999.

WBSEDCL is a power distribution licensee for almost the entire state of West Bengal, except for certain areas, which are catered by private distribution licensees and accounts for about 80% of the power supply in the state.

As per the Seventh Integrated Rating for State Power Distribution Utilities released in October 2019 by the Ministry of Power, Government of India, WBSEDCL has been assigned a rating of “B+” which is given to the Utilities having “Moderate Operational and Financial Performance Capability”. Some of the concerns highlighted in the evaluation are:

- AT&C loss continue to remain high at 26.7% in FY2018
- Distribution loss levels continue to remain higher than as allowed by WBERC, leading to disallowance of power purchase costs, which adversely affects allowed returns
- Tariff Order not issued for FY2019
- Non filing of tariff petition for FY 2019 and FY2020
- True-up not being done for the last five years

In addition to the above, some of the other key challenges faced by State Utilities:-

- Generating stations operating at a lower PLFs (~ 55 -75%)
- Increased variable cost of operational plants (INR2.80-3.85/kWh)
- Combined operational loss of WBSEDCL & WBPDCCL for FY 18 stands at ~ INR 990Cr.
- Ageing thermal plants (Average > 15Yrs)

The power sector in India is undergoing a transformation along three broad principles: De-carbonization and emergence of prosumers (i.e. consumers becoming producers and/or grid service providers). Climate change concerns are driving utilities to tap into the immense potential of renewable sources of energy, which is driving De-carbonization. Utilities are embracing Digitalization in order to optimize costs, enhance efficiency, to be more customers centric and to offer more services using technologies such as smart meters and smart grids to promote real time participation of consumers in delivery of electricity through renewable integration at retail level, energy storage, demand response etc. In India, with the retail-supply segregation and adoption of distributed generation systems turning consumers to power producers, the grid is expected to become decentralized in future. New business models are expected to emerge with new set of players such as retailers becoming a part of the value chain. Together these trends will lead to creation of what may be called the “Utilities of Future”. Traditional Utilities need to think and act in order to embrace the change.

In view of the imminent challenges highlighted above and the broader industry trends, it is imperative for West Bengal power sector entities to embark on a transformational journey to prepare its utilities to resolve its current issues as well as strive to become financial sustainable futuristic entities. Overall, there is an urgent need to review the power sector to restore its financial viability and reduce the fiscal burden on state finances. The power sector should also be on a sound footing to meet the critical energy needs of industries and commercial enterprises at a competitive tariff without overburdening these entities with cross subsidies.

Considering the above, the focus of the engagement shall be to assist the Department of Power (DoP), Government of West Bengal in undertaking the following:

Undertake a comprehensive diagnostic review and causal analysis of the power sector in the state, which shall include a detailed review of the financial and operational performance of the utilities, review of the regulatory performance, and impact of various schemes implemented in the sector.

- Understand the future power outlook of the state based on key growth drivers for the state's power sector and their sustenance by taking into consideration emerging sector trends and their influence/implications on power sector
- Undertake consultative process through interactions with various external stakeholders to identify the issues and concerns, reasons for good performance and weak performance
- Conduct SWOT analysis and subsequently develop vision plan for the state power sector identifying key strategic priorities and develop a detailed action plan identifying roles and responsibilities of key stakeholders
- Post finalization of vision, roadmap and turnaround strategy, support in implementation of approved turnaround strategy and its periodic monitoring.

The detailed scope of work to be undertaken by the consultant is listed below

2. SCOPE OF WORK

Phase 1: Study and Recommendations

Module 1: Comprehensive diagnostic review and causal analysis

The objective of this task is to assess financial, regulatory and operating performance of the three power sector utilities in the state (i.e. WBPDC, WBSETCL, and WBSEDCL) and to assess the events that might have impacted their financial performance

Sub-component 1: Assessment of West Bengal Power Sector

Task 1: Assessment of Financial and Operational Performance

- Analysis of the historical financial performance of the Utilities since incorporation in terms of key operational parameters and the comparison of these indicators with other similar utilities in India.
- Review of cost drivers of the utilities including review of the methods currently used to allocate costs across generation, transmission and distribution utilities, especially management overheads, other costs etc. within the utilities and assess their appropriateness and impact.
 - Analysis of company's debt profile, debt repayment obligations and outline any issues of concern related to financial risk
 - Analysis of source of funds/borrowing profile – Government loans, bonds, External Financing etc.
 - Analysis of receivables management, including key operational and other issues that impacted the receivables, management of working capital, management of liquid assets, and other factors that materially impacted the operating performance.
 - Review of non-recurring or extraordinary events that might have impacted the financial performance of the utilities.
 - Analysis of the historical performance of ATC losses, distribution losses, billing and collection efficiencies, average revenue realized for distribution segment, transmission losses and inter-state and intra state transmission charges for transmission and PLF, auxiliary consumption and station head rate for generation segment, average power purchase cost etc.
 - Review of operational efficiency of assets deployed and those under construction
 - Review of operating expenses of Generation, Transmission and Distribution segment of the Utilities.

- Benchmarking the operational and financial performance with best performing utilities in the country
- Undertake causal analysis of the historical performance to identify root causes
- Assessment of current IT systems to meet the operational performance requirement

Task 2: Assessment of Regulatory Performance

- Compare the current tariff regulations in place as notified by WBERC with other select states;
- Review of all tariff orders/ directives issued by WBERC in respect of WBPDC, WBSETCL, and WBSEDCL and assess the impact thereof on the financial performance of the companies;
- Analyze major reasons of regulatory disallowances in the past to suggest possible mitigation measures;
- Analyze current tariff structures, impact of tariff increases over time, cost recoveries of the utilities based on tariff, subsidy etc.
- Analyze the status of open access consumers in the state impact of open access and captive power plants on the utilities.
- Assess the impact of high level of renewable energy capacity in the state on the financial performance of the state.
- Assess the level of cost recovery from different consumer categories and incidence of cross subsidies. Assess the sustainability of prevailing cross subsidization policy.
- Review possible reasons for delay in filing of Petitions before WBERC.

Task 3: Review of impact of past completed (2015–2019) on-going and proposed State and Central schemes running in West Bengal.

- This will include review of Programs / Schemes undertaken under Central and State level schemes including the status of implementation. The objective of the review is to identify steps to get maximum benefit from the schemes.
- Distribution sector performance improvement projects
- Power generation projects implemented by WBPDC including any upcoming projects (eg. Bandu PSP or any other projects).
- Long term power purchase agreements from Central Stations as well as IPPs within and outside the state.
- Conversion of agriculture water pumps to solar energy

- Scaling up of both grid connected and roof-top renewable energy and identify the required policy and regulatory interventions to accelerate the growth of the sector
- Rural electrification and Power for All projects (i.e. SAUBHAGYA etc.)

Sub-component 2: Assessment of external factors on West Bengal Power Sector

Undertake several studies pertaining to the state utilities so as to develop the basis for preparing the strategic roadmap with a Power Sector development plan for a period of at least 10 years or as agreed with GoWB/ Management of Utilities. The objective of this section is to finalize the key action items which are required to be taken by the utilities in future to ensure financial sustainability.

Task1: Power demand and supply trends–future outlook and key growth drivers for the state’s power sector and their sustenance

- The strategic power sector development roadmap will be based on an electricity demand and supply forecasting study which will underline the growth and investments required in the sector. Demand and supply forecasting exercise should be planned to ascertain the demand-supply scenario in the state for 10 years. The exercise will form the basis for the next phase, wherein West Bengal Power Sector development plan will be developed. The following activities are required to be undertaken under this section
- Finalization of the periodicity (month/years wise etc.) and granularity of the forecast required for the short/medium/long term as per data availability and in consultation with State utilities
- Review/Finalize a methodology for demand forecasting using bottom up/top down methodology.
- Design and development of demand forecasting model for the short, medium and long term using one method to suit required periodicity and granularity. Also develop an interactive tool for demand forecasting by considering all possible contemporary and future implications on the power sector.
- Incorporation of the impact of policy initiatives like Power for All, SAUBHAGYA, State Schemes, Energy Efficiency, DSM, CapEx investments, EVs., RE integration etc. in the, forecast of the state.

- Assess the adequacy of committed new generation capacity taking into account both instate plants, inter-state plants with capacity allocations for West Bengal including renewable energy.
- Review/Prepare optimum long-term power purchase plan for the next 10 years taking into account the committed generation capacity addition.
- The demand forecasting will be utilized to discuss with the utility for planning of distribution and transmission network and align the current long-term plans as required.

Task 2: Emerging sector trends and their influence/implications on power sector

The operating environment for Utilities is rapidly evolving with influx of new technology, regulations and changing consumer needs. Factors such as growing generation from distributed energy sources, growth in use of electric vehicles, web-based bill payment and complaint registration system are changing traditional operating processes of Utilities. The following activities are required to be undertaken under this section

- Global & Indian Power/Energy Sector Outlook – Demand & Supply, Energy Basket (Gas, Solar, Storage etc.), Consumer Segment, Financial Health, etc., in a medium-term horizon including near term scenarios.
- Outlook to consider impact of government interventions in terms of policies, regulations, acts and economic stimulus.
- Dealing with Grid of future through smart grid, real-time participation of consumers in delivery of electricity via renewable integration at the retail level, energy storage, demand response, etc adopting to digital world, emerging regulatory environment and building resilience in the operations.
- Impact of COVID-19 on power sector and growth challenges, before the Sector

Sub-component 3: Interactions with stakeholders

Interact with internal stakeholders like senior management of Utilities, Heads of corporate functions, and Business Unit Heads to understand their viewpoints, issues and concerns, reasons for good performance and weak performance

Holding consultations with the staff of the power department/utilities and external stakeholders like the state government, regulator and principal consumers etc.

Review existing reports and data available from both primary and secondary sources.

The data can be collected through questionnaires, structured interviews with stakeholders, surveys, etc.

Sub-component 4: Comprehensive SWOT analysis of the sector

Carry out a SWOT analysis of the sector based on the above analysis and feedback from internal as well as external stakeholders. Strength and Weaknesses to be identified in terms of organization strategy, execution capability, operating performance, technical partners etc. Identification of potential threats and emerging opportunities with respect to changing business environment.

Module 2: Development of strategic vision 2030 and priorities

- In order to meet the demand growth and also to overcome the existing challenges and problems, State Utilities are required to adopt a sustainable business model. The State Utilities shall identify and define the vision statements to be achieved or accomplished in short term, mid-term or long term

Sub-component 1: Power sector vision development for 2030

- Formulation of vision statement for West Bengal State Power Sector
- Identification of goals specific to the State necessary to fulfill the vision

Sub-component 2: Detailing of the vision into the key strategic priorities and actions

- Develop strategic initiatives under each goal to help achieve the overall vision
- Identification critical enablers including policy reforms for achieving goals set by the State
- Facilitate overall coordination with Utilities for development of Resources vision
- Assist in stakeholder interaction and seeking comments from relevant stakeholders
- Assist in development of reports and presentations

Sub-component 3: Development of detailed action plan identifying roles and responsibilities of key stakeholders

- Prepare a roadmap for implementation of each initiative that would result in financial and operational improvement with definite timelines and responsibilities.
- Identification of activities with measurable and target oriented Key Performance Indicators (KPI) to demonstrate the effectiveness of the action plan
- Development of business case and implementation roadmap for each initiative
- Development of effective monitoring and evaluation framework with adequate governance mechanism.

Phase 2: Implementation Support

1. Implementation and Monitoring support of Vision, Roadmap and the turnaround plan

Post finalization of Vision, roadmap and turnaround strategy, support to Department of Power, Government of West Bengal in implementation of the approved turnaround strategy and in monitoring the KPIs and timelines. The scope includes the following:

- i. Support in implementation of the respective goals, specific initiatives and turnaround plans
- ii. Development of project management dashboards for project level monitoring
- iii. Providing periodic status and update to Department of Power

2. Implementation support by coordinating with other Utilities

3. Deliverables and Timelines

Under Phase 1, deliverables and timelines shall be as follows:

Deliverable	Timeline from start of the assignment
Submission of Inception report	2 weeks
Module 1 - Comprehensive diagnostic review and causal analysis, Sub-component 1: Assessment of West Bengal Power Sector	8 weeks
▪ Task 1: Report and Presentation on Operational and Financial performance(As-Is)	
▪ Task 2: Report and Presentation on Regulatory performance(As-Is)	
▪ Task 3: Report and Presentation on ongoing projects and proposed projects(As-Is)	
Module 2 - Comprehensive diagnostic review and causal analysis, Sub-component 2: Assessment of external factors on West Bengal Power Sector	12 weeks
▪ Task 1: Report and Presentation & financial model on Power demand and supply trends – future outlook & Key Growth drivers for the state’s power sector and their sustenance	
▪ Task 2: Report and Presentation on Emerging sector trends and their influence/implications on power sector	

Sub-component 3: Report & presentation on interactions with stakeholders	16 weeks
Sub-component 4: Report and Presentation on SWOT analysis	
Module 2 – Development of strategic vision 2030 and priorities	24 weeks
Sub-component 1: Report and Presentation on Power sector vision development for 2030	
Sub-component 2: Report and Presentation on key strategic priorities and actions	
Sub-component 3: Report and Presentation on detailed action plan	

Deliverable	Timelines
Under Phase 2, monthly/ quarterly reports will be submitted compiling the progress and deliverables on Implementation and Monitoring support of Vision, Roadmap and the turnaround plan	Quarterly report over 18 month's period.

Total Duration of the assignment – 2 years (6 months for Phase 1; and 18 months for Phase 2).

Section-IV

Qualification and Eligibility Criteria

The details of qualification requirements including General requirements, Technical requirements and financial requirements is provided in the table below. The bidders are required to furnish the required supporting documents along with the Technical Bid.

S. No	Eligibility Criteria	Required Documents
1	The bidder must be a company, registered under the Companies Act, 1956/2013 or a partnership firm registered under partnership act or a limited liability partnership registered under the Limited Liability Partnership Act.	Self-attested copy of the Certificate of Incorporation /Registration Certificate /Certificate of Commencement of Business
2	The Bidder should have valid Goods and Service Tax Identification Number (GSTIN)	GSTIN Registration Certificate
3	The Bidder should have valid PAN Number	Copy of PAN Card
4	The bidder should be having unblemished record and must not be blacklisted or declared ineligible for corrupt & fraudulent practices by any state/ central government/ PSU/ financial institutions / multilateral funding agencies / IDA & should not be black listed or declared ineligible for reasons other than corrupt & fraudulent practices by any state/ central government/ PSU/ financial Institutions /multilateral funding agencies / IDA on the date of bid submission for the last ten years.	The bidder should provide an undertaking (self-certificate) that the bidder is not presently blacklisted for fraudulent or corrupt practices
5	The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial information and attend meetings on behalf of the company.	Letter of authorization on Company's letterhead
6	The Bidder should have a minimum annual turnover of INR 100 crores during each of the last (3) three financial years (i.e., FY 2017-18, FY 2018-19 & FY 2019-20) from consulting and advisory business in India.	Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e. FY 2017-18, FY 2018-19 & FY 2019-20) along with CA Certificate indicating turnover during the last three financial years From consulting/advisory business in India

S. No	Eligibility Criteria	Required Documents
7	The Bidder should have positive net worth in each of the last (3) three financial years (i.e. FY 2017-18, FY 2018-19&FY 2019-20)	CA Certificate indicating net-worth of the company during the last three financial years (i.e. FY 2017-18, FY 2018-19 &FY 2019-20)
8	The company should have at least 100 full time employees in their consulting division/business unit on the payroll of the company.	Undertaking to be provided by the authorized signatory stating that more than 100 full time employees exist on payroll in their consulting division/ business unit
9	The bidder should have experience of over 20years of providing consultancy and advisory services in Indian power sector.	Copy of work order or work completion certificates mentioning the nature of work, the period during which the work was done for at least one contract awarded prior to Jan 2000.
10	The bidder should have experience of providing consultancy services in Indian power sector for at least 5 ongoing/completed projects with IDAs in the last (3) three financial years (i.e. FY 2017-18, FY 2018-19 &FY 2019-20)	Copy of work order or work completion certificates
11	The bidder should have experience of carrying out Power Sector Vision Plan for at least 1 state in the last 2 years or a National level Roadmap in the Power Sector in the last five years	Letter of Award/Work Order and Work Completion Certificate/Final Report acknowledged by concerned State Dept/Agency
12	Joint venture, consortium, or associations are not allowed to bid.	Undertaking by the authorized signatory that the Bidder is bidding in its individual capacity without the support of any JV/ Consortium.

Section-V

Evaluation Criteria

The evaluation of the tenders shall be carried out on the basis of Technical Proposals for those bids that meet the Qualification Requirement / Eligibility Criteria as set out in Qualification & Eligibility Criteria Section

The method of Quality cum Cost Based Selection (QCBS) will be used to evaluate the bidders. The evaluation of the consultants shall be based on the following aspects:

- The minimum technical score for qualification and eligibility for considering financial proposal is 70marks
- In the next stage financial proposal shall be evaluated. For final evaluation, the weight of Technical proposal is set to 80% and that of financial proposal to 20%. The result sum of the point decides the final rating of the proposals.
- The financial proposal (ranking) will be evaluated as defined below:
 - The financial proposal with lowest summarized total cost “Bmin” will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices
 $oF=100XBmin/B$ where,, B" indicates quoted bid price
 - The bis will be finally ranked according to their combined Technical (T) and financial (F) scores using a weight of 80% for technical bids and 20% for price bids. Overall Ranking (R) shall be calculated asunder
 $OR=(Tx0.80) + (Fx0.20)$
 - The bidders securing highest ranking (R) shall be first successful bidder and soon

The tendering authority/ selection committee, in observance of best practices, shall:

- Maintain the bid evaluation process strictly confidential as per the details below.
- Reject any attempts or pressures to distort the outcome of the evaluation including fraud and corruption.
- Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

The evaluation of the tenders shall be carried out on the basis of Technical Proposals for those bids that meet the Qualification Requirement / Eligibility Criteria as set out in Qualification & Eligibility Criteria Section.

For the selection of qualified and competent Consultant for the defined Scope of Work, Department of Power shall constitute a Selection Committee.

The Selection Committee shall score the technical bids as per the evaluation criteria

specified below

Criteria			
Firm Credentials			
Particulars/Experience criteria	Evaluation Criteria	Max Marks	Documents required
Must have experience in supporting Power Utilities in the last 3years with Annual work order value > INR 3.5 Crs	2 states or more – 10 marks 1 state – 5 marks	10	Copy of Work order/Purchase Order/Letter of Award
Assistance in preparation of Vision/Corporate Plan/ Strategy document for MoP/MNRE/MoC/MoPNG/ Maha ratna PSUs in the last 5 years	5 or more projects – 10 marks < 5 Projects – 5 marks	10	Copy of Work order/Purchase Order/Letter of Award
Experience of working in the Power Sector value chain within West Bengal in the last 5 years	2 projects or more – 10 marks 1 projects – 5 marks	10	Copy of Work order/Purchase Order/Letter of Award
Credentials of the team			
Team Structure and Profiles of manpower proposed	<ul style="list-style-type: none"> ▪ Team Leader:15marks ▪ Project Manager:10marks ▪ Senior Team Member/ Resource:5marks ▪ Junior Team Member/ Resource:10marks 	40	CVs of the proposed individuals
Presentation			
Presentation to Selection Committee by Consultant to showcase their credentials for a duration not exceeding 45 mins.	<ul style="list-style-type: none"> ▪ Understanding of the SoW – 10 marks ▪ Approach & Methodology along with work plan – 10marks ▪ Interaction with proposed team - 10marks 	30	-

Personnel Requirement

- General Educational Qualifications-10%
- Experience of the consultants pertaining to the requirements mentioned and relevant to the assignment-90%

Expert	Marks	Desired Qualification	Desired Experience
Team Leader	15	B.E./ B. Tech equivalent degree with MBA	At least 15 years of consulting experience in Power Sector advising unbundled Power Utilities on strategic, policy, regulatory matters. Experience in leading the team working with 3 different States/Power Utilities shall be preferred.
Project Manager	10	B.E./ B. Tech in Electrical & Electronics Engg. with MBA/ Post Graduation	At least 12 years of consulting experience in Power Sector advising Power Utilities. Experience of advising any 2 different States/Power Utilities shall be added advantage.
Senior Team Member/ Resource- 1 no	5	B.E./ B. Tech and MBA/ Post Graduation	At least 6 years of overall experience in Power Sector with 2 years of consulting experience in Power Sector
Junior Team Member/ Resource – 2 Nos.	5	B.E./ B. Tech and MBA/ Post Graduation	At least 2 years of consulting experience in Power Sector

The consultancy firm is required to provide the person month fee as per the requirement stated below and they shall work under the direct supervision of Department of Power. Consultants will undertake work as per the directions given by ACS, DoP.

Sr.	Resource Category	Years of Experience	No. of Resources	% Time
1	Team Leader	15 years and above	1	50 %
2	Project Manager	12 years and above	1	75 %
3	Senior Resource	6 years and above	1	100 %
4	Junior Resources	2 years and above	2	100 %

Note:

- **The team will be deployed based on requirement. Work plan shall be provided by the consultant at the inception.**
- **The manpower requirement provided herein may increase / decrease based on the requirement of the project and as approved by ACS, DoP. Further, based on the requirement, DoP may request the selected consultancy firm to deploy additional manpower for other tasks such as project management etc. The scope of work and manpower requirement shall be communicated to the concerned firm with at least 2 weeks' notice for deployment of the required manpower.**

Section-VII

Conditions of Contract

CONDITIONS OF CONTRACT

I. Contract for Consultant's Services

Time-Based

Project Name _____

RFP No. _____

BETWEEN

[Name of the Client]

AND

[Name of the Consultant]

Dated: _____

II. FORM OF CONTRACT

Time-Based

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

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

WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) This Contract, it being understood that (i) payments by the Department will be made only at the request of the Client and upon approval by the Department; (ii) such payments will be subject, in all respects, to the terms and conditions of this agreement.

NOW THEREFORE the parties hereto hereby agree as follows:-

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including "Fraud and Corruption" clause)
 - (b) The Special Conditions of Contract;
 - (c) Terms of Reference
 - (d) Financial bid
 - (e) All Appendices of the RFP

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, Terms of references, and all appendices attached with the RFP

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

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

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

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

[Authorized Representative of the Consultant – name and signature]

III. GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (c) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (d) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (e) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (f) **“Day”** means a working day unless indicated otherwise.
 - (g) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (h) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (i) **“GCC”** means these General Conditions of Contract.
 - (j) **“Government”** means the government of the Client’s country.
 - (k) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - (l) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal. .
 - (m) **“Non-Key Expert(s)”** means an individual professional provided

by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

- (n) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (o) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (p) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:
Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (r) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, or Client’s Personnel
- (s) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

1.3. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

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

5. Headings

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

6. Communications
- 1.6. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 1.7. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
7. Location
- 1.8. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. Authority of Member in Charge
- 1.9. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives
- 1.10. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
10. Fraud and Corruption
- 1.11. The Department requires compliance with the Department's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Department's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees
- 1.12. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Department.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract
- 1.13. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
12. Termination of Contract for Failure to Become Effective
- 1.14. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days 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.
13. Commencement of Services
- 1.15. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
14. Expiration of Contract
- 1.16. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
15. Entire Agreement
- 1.17. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations
- 1.18. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 1.19. In cases of substantial modifications or variations, the prior written consent of the Department is required.
17. Force Majeure
- a. Definition
- 1.20. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 1.21. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its

obligations hereunder.

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

1.26. 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.

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

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

1.28. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 53&54.

18. Suspension

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

19. Termination

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

a. By the Client

1.31. The Client may terminate this Contract in case of the

occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 54.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

1.32. 19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Attachement 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the
Consultant

1.33. 19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 54.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached

as a result of arbitration pursuant to Clause GCC 54.1.

- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

1.34. 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

1.35. 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

1.36. 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 47;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

- a. Standard of Performance
- 1.37. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 1.38. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 1.39. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services
- 1.40. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 1.41. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 1.42. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
21. Conflict of Interest
- 1.43. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.
- 1.44. 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 46 through 51) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any

Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

- 1.45. 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Department's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates Not to Engage in Certain Activities 1.46. 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities 1.47. 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities 1.48. 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality 1.49. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant 1.50. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be taken out by the Consultant 1.51. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the

current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting,
Inspection and Auditing

- 1.52. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 1.53. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the Department and/or persons appointed by the Department to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Department. The Consultant's and its Sub-contractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Department's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Department's prevailing sanctions procedures).

26. Reporting Obligations

- 1.54. The Consultant shall submit to the Client the reports and documents specified in **Terms of reference(TOR)**, in the form, in the numbers and within the time periods set forth in the said TOR

27. Proprietary Rights of
the Client in Reports and
Records

- 1.55. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 1.56. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles
and Materials

- 1.57. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles

and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

1.58. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

1.59. The Consultant shall have a Code of Conduct for the Experts. The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviours that are prohibited, and understands the consequences of engaging in such prohibited behaviours.

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

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are carried out. The posted Code of Conduct shall be provided in languages comprehensible to Experts and Client's Personnel.

30. Forced Labor

1.60. The Consultant, including its Sub-consultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

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

31. Child Labor

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

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

The Consultant, including its Sub-consultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions

and hours of work.

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

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

32. Non-Discrimination and Equal Opportunity

1.62.

The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

33. Training of Experts

1.63.

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

D. Consultant's Experts and Sub-Consultants

34. Description of Key Experts

- 1.64. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Section IV of RFP**
- 1.65. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Section IV of RFP** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 46.2.
- 1.66. If additional work is required beyond the scope of the Services specified in **Section IV of RFP** the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 46.2, the Parties shall sign a Contract amendment.

35. Replacement of Key Experts

- 1.67. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 1.68. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.

36. Approval of Additional Key Experts

- 1.69. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

37. Removal of Experts or Sub-consultants

- 1.70. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
 - (e) undertakes behaviour which breaches the Code of Conduct; the Consultant shall, at the Client's written request, provide a replacement.
- 1.71. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 1.72. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 1.73. Subject to the requirements in Sub-Clause 37.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in (a) to (e) above.

38. Replacement/ Removal of Experts – Impact on Payments

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

39. Working Hours, Overtime, Leave, etc.

- 1.75. Working hours and holidays for Experts are set forth in **TOR**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **TOR**
- 1.76. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **TOR**, and the Consultant's remuneration shall be deemed to cover these items.
- 1.77. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Client

40. Assistance and Exemptions

- 1.78. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
 - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
 - (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
 - (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
 - (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

41. Access to Project Site

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

42. Change in the Applicable Law Related to Taxes and Duties

- 1.80. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in

Clause GCC 46.2

43. Services, Facilities and Property of the Client

- 1.81. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference(TOR) at the times and in the manner specified in said **TOR**
- 1.82. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in TOR, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 46.3.

44. Counterpart Personnel

- 1.83. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **TOR**
- 1.84. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **TOR**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 46.3.
- 1.85. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

45. Payment Obligation

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

F. Payments to the Consultant

46. Ceiling Amount
- 1.87. Payments under this Contract shall not exceed the ceilings in local currency specified in the **SCC**.
- 1.88. For any payments in excess of the ceilings specified in GCC46.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
47. Remuneration and Reimbursable Expenses
- 1.89. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- 1.90. All payments shall be at the rates set forth in **Financial bid**
- 1.91. Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 1.92. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.
- 1.93. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
48. Taxes and Duties
- 1.94. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 1.95. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
49. Currency of Payment
- 1.96. Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.
50. Mode of Billing and Payment
- 1.97. Billings and payments in respect of the Services shall be made as follows:
- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment. Bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee is to remain effective until the advance payment has been fully set off. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 49 and GCC 50 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

51. Interest on
Delayed Payments

- 1.98. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 50.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. Fairness and Good Faith

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

H. Settlement of Disputes

53. Amicable Settlement
- 1.100. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 1.101. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 54.1 shall apply.
54. Dispute Resolution
- 1.102. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

IV. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of [Govt. of India].
4.1	The language is: <i>English</i>.
6.1 and 6.2	The addresses are [fill in at negotiations with the selected firm]: Client : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted): _____ Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
8.1	<i>[Note: If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i>
9.1	The Authorized Representatives are: For the Client: <i>[name, title]</i> _____ For the Consultant: _____ <i>[name, title]</i>
11.1	<i>[Note: If there are no effectiveness conditions, state "N/A"]</i>

OR

List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Department, effectiveness of the Department [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC50.1(a)), etc.]

The effectiveness conditions are the following: [insert "N/A" or list the conditions]

12.1 Termination of Contract for Failure to Become Effective:

The time period shall be 21 Days.

13.1 Commencement of Services:

The number of days shall be 14.

Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.

14.1 Expiration of Contract:

The time period shall be initially for two years unless extended further as per mutual agreement by the contracting parties.

23.1 No additional provisions.

[OR:

The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:

"Limitation of the Consultant's Liability towards the Client:

(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;

- (b) This limitation of liability shall not**
- (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;**
 - (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (a) is different from the law of the Client's country].**

[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Department prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Department's policy on this matter which is as follows:

To be acceptable to the Department, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Department. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or wilful misconduct.

The Department does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]

24.1

The insurance coverage against the risks shall be as follows:

- (a) Professional liability insurance, with a minimum coverage of should be not less than the total ceiling amount of the Contract in INR_XXXXX.**
- (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of to be decided during the signing of contract.
- (c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law.
- (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

27.1 [If applicable, insert any exceptions to proprietary rights provision in accordance with the applicable law]

27.2 **[The Consultant shall not use these documents and software produced during the consultancy services] for purposes unrelated to this Contract without the prior written approval of the Client.]**

40.1 Deleted
(a) through (f)

40.1(g) Deleted

46.2 **The ceiling in local currency is:** to be inserted during the signing of contract inclusive of all taxes (unless otherwise amended during the pendency of the contract).

Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall "be paid" or "reimbursed" by the Client "to" the Consultant.

The amount of such taxes is to be inserted during the signing the contract.

47.3 Deleted.

48.1 and 48.2 Deleted.

49.1 **The currency [currencies] of payment shall be the following Indian Rupees(INR)**

50.1(a) The following provisions shall apply to the advance payment and the advance Department payment guarantee:

(1) An advance payment [of **to be inserted during the signing of contract** in local currency] shall be made within 21 days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first 6 months of the Services until the advance payment has been fully set off.

(2) The advance payment guarantee of equal amount in the form of Bank Guarantee to be submitted by the consultant before the receipt of advance payment.

50.1(b) *[Delete this Clause SCC 50.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:*

The Consultant shall submit to the Client itemized statements at time intervals as specified in the Terms of References

50.1(e)

Deleted

51.1

The interest rate is: *[insert rate]* PLR rate of interest.

54.

Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:
 - (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[to be decided during the signing of contract]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[name of the authorised body to be decided during the time of contract]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
 - (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate body to decided during the time of contract.]*.
 - (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and conciliation Act 1934 as in force on the date of this Contract.
3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
4. Nationality and Qualifications of Arbitrators. AS defined in the Arbitration and conciliation Act 1934
5. Miscellaneous. In any arbitration proceeding hereunder:
 - (a) proceedings shall, unless otherwise agreed by the Parties, be held in *Kolkata only*
 - (b) the English language shall be the official language for all purposes; and
 - (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

APPENDICES

Annexure – 1: Power of Attorney

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID
(On a Stamp Paper of Rs.100/-)

Know all men by these presents, we (Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms/Mrs. (Name and address of Residence) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Selection of Firm for IT Survey, RFP number **STRATEGIC PLANNING-01/DOP/2020-21**, including signing and submission of all documents and providing information/responses to Department of Power, Govt. of West Bengal, representing us in all matters before Department of Power, Govt. of West Bengal, and generally dealing with Department of Power, Govt. of West Bengal in all matters in connection with our Bid. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature
(Name, Title and Address)

I Accept

Signature
(Name Title and Address of the Attorney)

Annexure - 2

To
The Commissioner
Department of Power, Govt. of West Bengal
Bidyut Unnayan Bhavan
3/C, LA-Block, Sector - III, Salt Lake City
Kolkata - 700091

Sub: Submission of proposal in response to RFP for **Selection of Consultant.**

Respected Sir,

- We have examined the RFP document, we, the undersigned; herewith submit our proposal in response to your RFP No. **STRATEGIC PLANNING-01/DOP/2020-21** Dated **14/01/2021** for "Selection of Consultant for a strategic planning unit for the department of Power, Govt. of West Bengal" and in full conformity with the said RFP document.
- We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- In the event of acceptance of our bid, we do hereby undertake:-
 - To commence services as stipulated in the schedule of delivery forming a part of the attached proposal.
 - We affirm that the price quoted is inclusive of all taxes.
- We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 120 days from the date of submission of the bid.
- The EMD of INR 1,00,000 (Rupees One lakh only) submitted online by us may be enashed if we do not submit the requisite Performance bank Guarantee within 21 days of award of contract.
- We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said RFP.
- We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
- We understand you are not bound to shortlist / accept any proposal you receive

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Date:

Annexure – 3: Declaration for Eligibility Criteria

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

ELIGIBILITY CRITERIA FOR BIDDER

S. No.	Eligibility Criteria	Required Documents
1	The bidder must be a company, registered under the Companies Act, 1956/2013 or a partnership firm registered under partnership act or a limited liability partnership registered under the Limited Liability Partnership Act.	Self-attested copy of the Certificate of Incorporation /Registration Certificate /Certificate of Commencement of Business
2	The Bidder should have valid Goods and Service Tax Identification Number (GSTIN)	GSTIN Registration Certificate
3	The Bidder should have valid PAN Number	Copy of PAN Card
4	The bidder should be having unblemished record and must not be blacklisted or declared ineligible for corrupt & fraudulent practices by any state/ central government/ PSU/ financial institutions / multilateral funding agencies / IDA & should not be blacklisted or declared ineligible for reasons other than corrupt & fraudulent practices by any state/ central government/ PSU/ financial Institutions /multilateral funding agencies / IDA on the date of bid submission for the last ten years.	The bidder should provide a undertaking (self-certificate) that the bidder is not presently blacklisted for fraudulent or corrupt practices
5	The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial information and attend meetings on behalf of the company.	Letter of authorization on Company's letterhead
6	The Bidder should have a minimum annual turnover of INR 100 crores during each of the last (3) three financial years (i.e., FY 2017-18, FY 2018-19 &FY 2019-20) from consulting and advisory business in India.	Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e. FY 2017-18, FY 2018-19 &FY 2019-20) along with CA Certificate indicating turnover during the last three financial years from consulting/advisory business in India
7	The Bidder should have positive net worth in each of the last (3) three financial years (i.e. FY 2017-18, FY 2018-19&FY 2019-20)	CA Certificate indicating net- worth of the company during the last three financial years (i.e. FY 2017-18, FY 2018-19 &FY 2019-20)
8	The company should have at least 100 full time employees in their consulting division/ business unit on the payroll of the company.	Undertaking to be provided by the authorized signatory stating that more than 100 full time employees exist on payroll in their consulting division/ business unit

S. No.	Eligibility Criteria	Required Documents
9	The bidder should have experience of over 20years of providing consultancy and advisory services in Indian power sector.	Copy of work order or work completion certificates mentioning the nature of work, the period during which the work was done for at least one contract awarded prior to Jan 2000.
10	The bidder should have experience of providing consultancy services in Indian power sector for at least 5 ongoing/completed projects with IDAs in the last (3) three financial years (i.e. FY 2017-18, FY 2018-19 &FY 2019-20)	Copy of work order or work completion certificates
11	The bidder should have experience of carrying out Power Sector Vision Plan for at least 1 state in the last 2 years or a National level Roadmap in the Power Sector in the last five years	Letter of Award/Work Order and Work Completion Certificate/Final Report acknowledged by concerned State Dept/Agency
12	Joint venture, consortium, or associations are not allowed to bid.	Undertaking by the authorized signatory that the Bidder is bidding in its individual capacity without the support of any JV/Consortium.

**Signature of Authorized Signatory
(with official seal)**

Name :

Designation :

Address :

Telephone & Fax :

Mobile Phone No :

E-mail address :

Annexure – 4: Format for Bidder’s Particulars

<<To be printed on bidder company’s letterhead and signed by Authorized signatory>>

To
The Commissioner
Department of Power, Govt. of West Bengal
Bidyut Unnayan Bhavan
3/C, LA-Block, Sector – III, Salt Lake City
Kolkata – 700091

Bidder information Format

#	Description	Details (to be filled by the responder to the RFP)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company’s Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	Quality Certificates and its validity	
11.	GST registration No.	
12.	Permanent Account Number (PAN)	
13.	Corporate Identity Number (CIN)	

Contact Details of officials for future correspondence regarding the Bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

Yours Sincerely,

**Signature of Authorized Signatory
(with official seal)**

Name :

Designation :

Address :

Telephone & Fax :

Mobile Phone No :

E-mail address :

Annexure – 5: Bidder’s Annual turnover over last 3 financial years

<<To be printed on bidder company’s letterhead and signed by Authorized signatory>>

To
The Commissioner
Department of Power, Govt. of West Bengal
Bidyut Unnayan Bhavan
3/C, LA-Block, Sector – III, Salt Lake City
Kolkata – 700091

Respected Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document.

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization

#	Details	FY2016-17 (in Crores) (a)	FY2017-18 (in Crores) (b)	FY2018-19 (in Crores) (c)	Average Turnover [(a+b+c)/3]
1	Overall Annual Turnover				

**Signature of Authorized Signatory
(with official seal)**

Name :
Designation :
Address :
Telephone & Fax :
Mobile Phone No :
E-mail address :

Annexure – 6: Declaration for not being blacklisted

<<Self-declaration for not being blacklisted by any Government Entity>>

<<To be submitted on the Letterhead of the responding firm>>

To
The Commissioner
Department of Power, Govt. of West Bengal
Bidyut Unnayan Bhavan
3/C, LA-Block, Sector – III, Salt Lake City
Kolkata – 700091

Ref: RFP No. STRATEGIC PLANNING-01/DOP/2020-21 Dated: 14/01/2021

Respected Sir,

In response to the above mentioned RFP I/ We, _____
_____, as _____ <Designation> of M/s _____, hereby declare that we are not
blacklisted or ineligible to participate for bidding by any State/Central Government, Semi-
Government or PSU.

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Date:

Signature of Authorized Signatory

(with official seal)

Name :

Designation :

Address :

Telephone & Fax :

Mobile Phone No :

E-mail address :

Annexure - 7: Undertaking on Total Responsibility

To
The Commissioner
Department of Power, Govt. of West Bengal
Bidyut Unnayan Bhavan
3/C, LA-Block, Sector - III, Salt Lake City
Kolkata - 700091

Sub: Self-certificate regarding Total Responsibility

Respected Sir,

This is to certify that we undertake total responsibility for the successful completion of the assignment as per the scope of work mentioned in this RFP.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory of the Bidding Organization

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Annexure – 8: Team Composition, Assignment & Key Expert’s Input

Sl. No.	Name	Position	M1	M2	M3	M4	M24	Subtotal Man month

Note:

- 1) The input should be indicated individually for the same positions as required under the Scope of Work
- 2) Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

Curriculum Vitae (CV)

Proposed Position: <<to be inserted later>> Name of Firm:

Name of Staff:

Date of Birth:

Nationality:

Education:

Year	Degree	Institution

Countries of Work Experience: Languages:

Language	Speaking	Reading	Writing

Employment Record:

From [Year]	To [Year]	Employer	Position held

Certification and training:

<<to be inserted >>

Detailed Tasks Assigned:

<<to be inserted >>

Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:

Name of Assignment/job or project	
Year	
Location	
Client	
Main project features	
Positions held	

Certification:

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

Date:

Place:

Signature:

Annexure – 9: List of documents submitted

Technical Solution is to be documented in a structured manner. Check-list for the mentioned documents to be included in the Technical bid in following format:

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Eligibility Criteria Cover letter (Annexure-3)		
2.	Power of attorney / board resolution to the authorized Signatory of the Bid (Annexure-1)		
3.	Scanned copy of EMD		
4.	Bidder's particulars (Annexure-4)		
5.	Bidder's annual turnover for last 3 years (Enclose copy of Audited Balance Sheet for last 3 years, Copy of the audited Profit & Loss Statements for each of the last 3 financial years) (Annexure-5)		
6.	Declaration for not being black-listed (Annexure – 6)		
7.	Team Composition, Assignment & Key Experts (Annexure-8)		
8.	NIT Declaration(Annexure –2)		
9.	Certified copies of valid PAN document/GST registration		
10.	Technical Capability / Past Projects with undertaking total responsibilities (Annexure – 7)		
11.	Cover Letter for Commercial Bid (as per Annexure-11)		

Annexure – 10: Format for Performance Department Guarantee

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Department)

PROFORMA OF DEPARTMENT GUARANTEE FOR SECURITY DEPOSIT–CUM-PERFORMANCE GUARANTEE

Ref Department Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of Department of Power, Government of West Bengal having its registered office at “Bidyut Unnayan Bhavab”, 3/C, LA-Block, Sector – III, Salt Lake City, Kolkata:-700091,(hereinafter called “The Purchaser”)having agreed to accept from_____ (hereinafter called “The firm”) Having its Head Office at _____,a Department guarantee for Rs._____ In lieu of Cash Security Deposit for the due fulfillment by the firm of the terms & conditions of the Work Order No._____ Dated _____ issued by the Purchaser for _____ (hereinafter called “the said work order _____ dated _____”). We _____ (Name & detailed address of the branch) (hereinafter called “the Guarantor”) do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs._____ (Rupees____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the firm of any of the terms and conditions contained in the said Work Order No._____ Dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) ANDWE,____DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of_____Rupees_____) only as may be specified in such demand, in the event of the firm failing or neglecting to execute fully efficiently and satisfactorily the order for__ Work Order No. ,____ dated _

(3) WE__further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No._____ dated _____including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No._____ Dated_ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No._____

_____Dated _____have been fully and properly carried out by the said firm and accordingly discharged the guarantee.

- (4) We___the Guarantor undertake to extend the validity of Department Guarantee at the request of the firm for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.
- (5) The liability under the Guarantee is restricted to Rs._____(Rupees_____) only and will expire on_____and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from_____all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)
- (6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the firm.
- (7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.
- (8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. (Rupees) only and our guarantee shall remain in force up to and unless a demand or claim under the guarantee is made on us in writing on or before all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we have set and subscribed our hand on this _____ day of _____

SIGNED, SEALED AND DELIVERED
(Stamp of the executants)

WITNESS

1)

2)

(Name & address in full with Rubber Stamp)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Department.
2. The Executor (Department authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalized Department/ Scheduled Commercial Department preferably on a branch located in Kolkata. B.G. from Co-operative Department / Rural Departments is not acceptable.
4. A Confirmation Letter of the concerned Department must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Department and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by Department of Power, Govt. of West Bengal in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Department Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order/LOI/ Work Order etc.

Issuing Department / The Vendor are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to
DEPARTMENT OF POWER

Annexure - 11: Cover Letter for Commercial Bid

To
The Commissioner
Department of Power, Govt. of West Bengal
Bidyut Unnayan Bhavan
3/C, LA-Block, Sector - III, Salt Lake City
Kolkata - 700091

Sub: Submission of Commercial Bid documents

Respected Sir,

We, the undersigned, offer to provide the Consultancy services in accordance with your Request for Proposal **STRATEGIC PLANNING-01/DOP/2020-21** Date: **14/01/2021**. Our Technical Proposal and Our Technical & Commercial proposal are uploaded as per guideline of the RFP in the e-tender portal.

Our Technical & Commercial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory of the Bidding Organization

Name:

Designation:

Date:

Time:

Seal:

Business Address: