

CAPEX PROJECT OF DISCOMS IN ORISSA

Request for Proposal (RfP)
For Appointment of Third Party Independent
Evaluation Agency (TPIEA)

For further details, please visit the website

www.gridco.co.in



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Two Stage – Two envelope Procedure
RfP Identification No. **GRIDCO – TPIEA-01**

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Section-I: Preface

About CAPEX Project of DISCOMs.

Govt. of Orissa have taken an initiative for Capital Investment (CAPEX) project of Rs.2400 crore over a period of four years starting from FY 2010-11 for the purpose of System Improvement and AT&C loss reduction in the electricity distribution sector in the State of Orissa. The project will be executed by four Distribution Companies i.e. WESCO, NESCO, SOUTHCO & CESU(DISCOMs) presently operating in four specific Zones of Orissa.

The funding for the project will be made by Govt. of Orissa to the extent of Rs.1200 crore which will be routed through GRIDCO Limited and equal amount of Rs.1200 crore will be arranged by the DISCOMs for utilization towards CAPEX project.

The DPRs for the project have been approved by Orissa Electricity Regulatory Commission and at the first stage an amount of Rs.900 crore in aggregate for the four DISCOMs have been approved for investment over a period of two years. The focus of the project shall be on system improvement, establishment of reliable system, reduction of AT&C loss to a sustainable level and improvement of quality of supply to the consumers of the State.

The Project coverage includes renovation/ modernization of existing and installation of new 33/11 KV primary substations and 11/0.4 KV distribution substations, re-conductoring of lines of 33 KV and below, load bifurcation, feeder separation, HVDS (11 KV) lines, aerial bunched conductoring in theft prone areas, replacement of electromagnetic energy meters with tamper proof electronic meters, installation of capacitor banks, energy audit, IT system implementation Mobile Service centres, distribution substation automation with SCADA system, ring fencing of different project areas and such other measures for attaining the above objectives.

The year wise project investments, no of Divisions, no of feeders, reported AT&C loss (%) for each DISCOM are given in Appendix-1.

GRIDCO is appointed by Govt. of Orissa as Nodal Agency for the CAPEX project to monitor the execution of the project and co-ordinate with Govt. and others. GRIDCO will engage Third Party Independent Evaluation Agency (TPIEA) for monitoring/ evaluation of the following aspects of performance of DISCOMs.

- a) Distribution Company shall ring fence each identified project area at the beginning of the programme. Thereafter, annual AT & C loss figures of project areas/utility as a whole during the implementation of the project shall also to be evaluated on annual basis during the implementation of the project.*
- b) The representatives of Third Party Organization having expertise in inspection of materials relating to power sector shall make joint inspection with DISCOMs Officer(s) of the materials/ equipments during the process of manufacturing/ pre-dispatch stage, on receipt of the materials, equipments at site/ store as well as during execution of the project.*

The TPIEA shall be responsible for providing the above services for each of the project area/ DISCOM. The detailed scope of work of TPIEA has been provided in Section V. It is envisaged that TPIEAs shall be pre-qualified during initial Stage 1 (Technical Proposal) and appointed during Stage 2 (Price Proposal) w.r.t a particular DISCOM.

The engagement of TPIEA will be for the total duration of the Project with assessment of AT&C loss for each financial year. In case, the project is not implemented at any stage for any reason, GRIDCO will be constrained to discontinue the engagement of the TPIEA with a prior notice.

Section -II: Instructions to Bidders			
A. General			
1.	Scope of Bid	1.1	In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), GRIDCO, as indicated in the BDS, issues this Bidding Document for the supply of Services incidental thereto as specified in the Scope of Work at Section V. The name and identification number of the National Competitive Bidding (NCB) are provided in the BDS.
2.	Source of Funds	2.1	GRIDCO as Nodal Agency will receive finance (hereinafter called “funds”) from Government of <i>Orissa</i> (hereinafter called the “GoO”) <i>to meet the expenses relating to project monitoring, quality checking, verification of base line data, evaluation of performance etc.</i>
3	Corrupt Practices	3.1	GRIDCO requires bidders to observe the highest standard of ethics during the procurement and execution of such contracts.
		3.2	GRIDCO will reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract
		3.3	Furthermore, Bidders shall also note the provision stated in Sub-Clause 2 and Sub-Clause 28.1 (a) (ii) of the General Conditions of Contract.
4	Eligible Bidders	4.1	<p>A Bidder may be a natural person, private entity, government - owned entity or any combination of them who have executed a binding Memorandum of Understanding (MOU) in the prescribed format, to enter into a Consortium. In the case of a Consortium:</p> <p>(a) All members of the Consortium shall be jointly and severally liable; and</p> <p>(b) A Consortium shall nominate a Lead Member who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Consortium during the bidding process and, in the event the Consortium is awarded the Contract, during contract execution.</p> <p>(c) GRIDCO shall use the list of pre-qualified bidders to call for limited financial bid to decide appointment of TPIEA for each of the <i>DISCOMs</i>.</p>

		4.2	<p>Bidder or the Lead Member in case of a Consortium shall not have a conflict of interest with any party in this bidding process .</p> <p>Participation by Bidder(s) with a conflict of interest situation will result in the disqualification of all Bids in which it is involved. The GRIDCO considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <p>(a) have controlling shareholders in common; or</p> <p>(b) receive or have received any direct or indirect subsidy from any of them; or</p> <p>(c) have the same legal representative for purposes of this Bid; or</p> <p>(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of GRIDCO regarding this bidding process.</p>
		4.3	<p>Bidders shall provide such evidence of their continued eligibility satisfactory to GRIDCO, as GRIDCO shall reasonably request.</p>
B. contents of Bidding Document			
5	Sections of the Bidding Document	5.1	<p>The Bidding Document consist of ten sections which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 7.</p> <p>Section I. Preface Section II Instructions to Bidders (ITB) Section III Bid Data Sheet (BDS) Section IV. Eligibility Criteria Section V. Scope of Work Section VI. Bid Evaluation Methodology Section VII. General Conditions of Contract (GCC) Section IX. Special Conditions of Contract (SCC) Section X. Bidding Forms Section XI. Contract Forms Appendix-1 UTILITYwise CAPEX & other information</p>
		5.2	<p>The Invitation for Bids issued by GRIDCO is not part of the Bidding Document.</p>
		5.3	<p>GRIDCO is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from GRIDCO.</p>
		5.4	<p>The Bidder is expected to examine all instructions, forms, terms, and</p>

			specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
6.	Clarification of Bidding document	6.1	A prospective Bidder requiring any Clarification of the Bidding Document shall contact GRIDCO in writing at GRIDCO's address indicated in the BDS. GRIDCO will respond in writing to any request for clarification, provided that such request is received prior to the conclusion of the pre-bid conference. GRIDCO shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should GRIDCO deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 7 and Sub-Clause 22.2
		6.2	Bidders may request a clarification to any bid documents by or during the Pre-bid conference. Bidders must submit a written copy of all the clarifications that will be discussed in the pre-bid conference, to GRIDCO at least 3 days prior to the pre-bid conference. The Schedule for Pre-Bid conference is given in BDS.
7	Amendment of Bidding document	7.1	At any time prior to the deadline for submission of the Bids or the award of the contract, GRIDCO may amend the Bidding Document by issuing addenda.
		7.2	GRIDCO, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any element of the Services entirely or any part thereof from the bid document till the time of award of contract. All bidders will be notified of any such change.
		7.3	In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, GRIDCO may, at its discretion, extend the last date for the receipt of Bids.
		7.4	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from GRIDCO and/or through GRIDCO's website.
		7.5	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, GRIDCO may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 22.2
C Preparation of Bids			
8	Cost of Bidding	8.1	The Bidder shall bear all costs associated with the preparation and Cost of Bidding submission of its Bid, and GRIDCO shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		8.2	A demand draft amounting to Rs.2000/- (<i>Two thousand</i>) in favour of " GRIDCO Limited " payable at " Bhubaneswar " as cost of this document shall be furnished at the time of purchase of document or at

			the time of submission of RfP document if downloaded from website. Only the down loaded RfP documents with above amount of demand draft or sold RfP document will be accepted by GRIDCO.
9.	Language of Bid	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and GRIDCO, shall be written in the English.
10	Documents Comprising the Bid	10.1	The Bid shall comprise two envelopes submitted separately during each Stage, one containing the Technical Proposal for Pre-Qualification during Stage -1 and the other the Price Proposal for Appointment of TPIEA during Stage 2.
		10.2	During Stage 1, the Technical Proposals shall be opened at the address, date and time specified in ITB Sub-Clause 25.1. The Technical Proposals shall be evaluated by GRIDCO. No amendments or changes to the Technical Proposals shall be permitted. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids.
		10.3	During Stage 2, Price Proposals of technically pre-qualified bidders for the particular DISCOM/ Project Area shall be opened in public at the date and time to be advised by GRIDCO at that time. The Price Proposals received during Stage 2 shall be evaluated and the Contract shall be awarded to the Bidder whose financial bid is determined to be the lowest among the received bids.
		10.4	During the Stage 1, the Technical Proposal shall contain the following: (a) Technical Proposal Submission Sheet; (b) Bid Security for Rs. 50,000/- DD in favour of GRIDCO Limited in accordance with ITB Clause 19; (c) where applicable, Memorandum of Understanding executed between members of the Consortium, in accordance with ITB clause 4 (i); (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20; (e) documentary evidence in accordance with ITB Clause 15 establishing the Bidder's eligibility to bid; (f) documentary evidence in accordance with ITB Clauses 16 and 28, that the Services conform to the Bidding Document; (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and (h) any other document required in the BDS.

		10.5	During the Stage 2, the Price Proposal shall contain the following: (a) Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 11, 13, and 14; (b) any other document required in the BDS.
11	Bid Submission Sheets and Price Schedules	11.1	The Bidder shall submit the Technical Proposal (in Stage 1) and the Price Proposal (in Stage 2) using the appropriate Submission Sheets provided in Section IX, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bidder shall submit, as part of the Price Proposal (during Stage 2), the Price Schedules for Services, using the forms furnished in Section IX, Bidding Forms
		11.2	The Bidders should take note of following points while submitting the Price Proposal (during Stage 2): (a) Price Proposal should clearly indicate the price to be charged without any qualifications. Service tax as applicable shall be paid extra as per prevailing rate. (b) Please refer to GCC Clause [13.2] and the SCC for Price adjustments due to change in tax rates (including local taxes), duties, levies, cess, charges, etc.
12	Alternative Bids	12.1	Alternative price bids shall be rejected
13	Bid Prices and discounts	13.1	The prices quoted by the Bidder during Stage 2, in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
		13.2	All items in the Scope of Work must be listed and priced separately in the Price Schedules.
		13.3	Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, except as specified in the GCC.
		13.4	The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering the separate discount, is found to be the lowest, GRIDCO shall avail such discount at the time of award of contract.
14	Currencies of Bid	14.1	Bidders shall express their bid price in Indian Rupees only
15	Documents Establishing the	15.1	To establish their eligibility in accordance with ITB Clause 4, Bidders shall:

	eligibility of the Bidder		<p>(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section IX, Bidding Forms; and</p> <p>(b) If the Bidder is a Consortium in accordance with ITB Sub-Clause 4.1, submit a copy of the MOU in the prescribed Format, signed by all legally authorized signatories of all the members to the Consortium, as appropriate.</p> <p>(c) Credentials, Financial strengths, CVs, etc. of the parent/subsidiary company shall not be considered.</p>
16	Documents Establishing the Conformity of Services to the Bidding Documents	16.1	To establish the conformity of the Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal during Stage 1, the documentary evidence specified in Section V, Scope of Work.
17	Documents Establishing the Qualification of the Bidder	17.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal during Stage 1, the evidence indicated for each qualification criteria specified in Section IV, Eligibility Criteria.
18	Period of Validity of Bids	18.1 18.2	<p>Bids shall remain valid for such period as mentioned in BDS after the bid submission deadline date prescribed by GRIDCO. A Bid valid for a shorter period shall be rejected by GRIDCO as non responsive.</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, GRIDCO may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security furnished in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
19	Bid Security	19.1 19.2 19.3 19.4 19.5	<p>During Stage 1, the Bidder shall furnish as part of its Technical Proposal, a Bid Security in form of DD for an amount of Rs.50,000/- in favour of GRIDCO Limited payable at Bhubaneswar.</p> <p>Any Bid not accompanied by Bid Security in accordance with ITB Sub-Clause 19, shall be rejected by GRIDCO as non responsive.</p> <p>The Bid Security of unsuccessful Bidders shall be returned after signing of the Contract with the successful Bidder pursuant to ITB Clause 41.</p> <p>During Stage 2, the successful Bidder has to furnish the required Contract Performance Guarantee at the time of signing the Contract</p> <p>The Bid Security may be forfeited: if the successful Bidder fails to:</p>

			<ul style="list-style-type: none"> • Sign the Contract in accordance with ITB Clause 40; • furnish a Contract Performance Guarantee in accordance with ITB Clause 41; or • Accept the correction of its Bid Price pursuant to ITB Sub-Clause 29.5
20	Format and signing of Bid	20.1	<p>During Stage 1, the Bidder shall prepare one original of the Technical Proposal, as described in ITB Clause 11 and clearly mark Signing of Bid it as “ORIGINAL - TECHNICAL PROPOSAL”. In addition, the Bidder shall submit one copy of the Technical Proposal, and clearly mark it as “COPY - TECHNICAL PROPOSAL”</p> <p>During Stage 2, the Bidder shall prepare one original of the Price Proposal, as described in ITB Clause 11 and clearly mark it as “ORIGINAL - PRICE PROPOSAL”. In addition, the Bidder shall submit one copy of the Price Proposal, and clearly mark it as “COPY - PRICE PROPOSAL”</p> <p>In the event of any discrepancy between the originals and the copies, the originals shall prevail.</p>
		20.2	The bidder shall submit one common technical proposal for all -the four Distribution Companies during Stage I and separate financial (price) proposals during Stage 2.
		20.3	The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, amended printed literature, shall be signed or initialed by the person signing the Bid.
		20.4	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
Submission and Opening of Bids			
21	Sealing and Marketing of Bids	21.1	<p>During Stage 1, the Bidder shall enclose the original Technical Proposal and copy of the Technical Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL PROPOSAL” and “COPY – TECHNICAL PROPOSAL”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>The bidder shall be required to submit one common technical proposal for all the DISCOMs.</p> <p>During Stage 2, the Bidder shall enclose the original Price Proposal and copy of the Price Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - PRICE PROPOSAL” and “COPY - PRICE PROPOSAL”. These envelopes containing the original and the</p>

			<p>copies shall then be enclosed in one single envelope.</p> <p>The bidder shall be required to submit its financial (price) proposal for <i>all the four DISCOMs or any of the DISCOMs</i> as and when the Price bid is called for during the Stage 2.</p>
		21.2	<p>The inner and outer envelopes (both during Stage 1 & 2) shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to GRIDCO in accordance with ITB Sub-Clause 22.1; and (c) bear the specific identification of this bidding process indicated in the BDS
		21.3	<p>During Stage 1, the outer envelopes and the inner envelopes containing the Technical Proposals shall bear a warning not to open before the time and date for the opening of Technical Proposals, in accordance with ITB Sub-Clause 25.1.</p>
		21.4	<p>During Stage 2, the outer and inner envelopes containing the Price Proposals shall bear a warning not to open until advised by GRIDCO in accordance with ITB Sub-Clause 25.2.</p>
		21.5	<p>If all envelopes are not sealed and marked as required, GRIDCO will assume no responsibility for the misplacement or premature opening and resultant disqualification of the bid.</p>
22	Deadline for Submission of Bids	22.1	<p>During Stage 1, Bids must be received by GRIDCO no later than the date and time, and at the address indicated in the BDS.</p>
		22.2	<p>GRIDCO may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of GRIDCO and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
23	Late Bids	23.1	<p>GRIDCO shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 22. Any Bid received by GRIDCO after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
24.	Withdrawal, Substitution, and Modification of Bids	24.1	<p>A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 20.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be:</p> <ul style="list-style-type: none"> (a) submitted in accordance with ITB Clauses 20 and 21 (except that Withdrawal Notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and (b) received by GRIDCO prior to the deadline prescribed for

			submission of bids, in accordance with ITB Clause - 22.
		24.2	Bids requested to be withdrawn in accordance with ITB Sub-Clause - 24.1 shall be returned unopened to the Bidders.
		24.3	No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 18.1 or any extension thereof.
25.	Bid opening	25.1	During Stage 1, GRIDCO shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the BDS.
		25.2	During Stage 2, the Price Proposals will remain unopened and will be held in custody of GRIDCO until the time of opening of the Price Proposals. GRIDCO shall advise the pre-qualified bidders in writing about the date, time, and location of the opening of Price Proposals.
		25.3	First, envelopes marked "WITHDRAWAL" shall be opened, read out and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
		25.4	Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Proposal or Substitution Price Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. During Stage 1, the Substitution Technical Proposal, if any, shall be opened, read out, and recorded. During Stage 2, Substitution Price Proposal, if any, will remain unopened in accordance with ITB Sub-Clause 25.2. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
		25.5	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal or Price Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. During Stage 1, the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. During Stage 2, Price Proposals, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 25.2.
		25.6	During Stage 1, all other envelopes holding the Technical proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security and proof of purchase of bid document;

			(d) any other details as GRIDCO may consider appropriate. Only Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids or bid not accompanied with bid security in accordance with ITB Sub-Clause 23.1 and Clause 19.
		25.7	During Stage 1, GRIDCO shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents and effect of the record.
		25.8	During Stage 2 for any DISCOMs, the date, time, and location of the opening of Price Proposals will be advised to respective bidders in writing by GRIDCO. Bidders shall be given reasonable notice of the opening of Price Proposals.
		25.9	During Stage 1, GRIDCO will notify Bidders in writing that have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document
		25.10	During Stage 2, GRIDCO shall conduct the opening of Price Proposals of all pre-qualified bidders who submitted Price Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by GRIDCO. The Bidder's representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance.
		25.11	During Stage 2, all envelopes containing Price Proposals shall be opened one at a time and the following read out and recorded : (a) the name of the Bidder (b) whether there is a modification or substitution (c) the Bid Prices and (d) any other details as GRIDCO may consider appropriate. (e) Only Price Proposals, read out and recorded during the opening of Price Proposals shall be considered for evaluation. No Bid shall be rejected at the opening of Price Proposals.
		25.12	During Stage 2, GRIDCO shall prepare a record of the opening of Price Proposals that shall include, as a minimum, the name of the Bidder and the Bid Price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents and effect of the record.
E. Evaluation and Comparison of Bids			
26	Confidential ity	26.1	Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
		26.2	Any attempt by a Bidder to influence GRIDCO in the examination,

		26.3	<p>evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>Notwithstanding ITB Sub-Clause 26.2, from the time of opening the Technical Proposals to the time of Contract award for any DISCOM, if any Bidder wishes to contact GRIDCO on any matter related to the bidding process, it should do so in writing.</p>
27	Clarification of Bids	27.1	<p>During Stage 1, to assist in the examination, evaluation, comparison and post-qualification of the Bids, GRIDCO may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by GRIDCO shall not be considered. GRIDCO's request for clarification and the response shall be in writing.</p> <p>However, at any Stage, no change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by GRIDCO in the evaluation of Price Proposals, in accordance with ITB Clause 29.</p>
28	Responsiveness of Technical Proposals	28.1	<p>During Stage 1, GRIDCO's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.</p>
		28.2	<p>A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>(a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or</p> <p>(b) limits or is inconsistent in any substantial way, with the Bidding Document, GRIDCO's rights or the Bidder's obligations under the Contract; or</p> <p>(c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals</p>
		28.3	<p>If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by GRIDCO and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
		28.4	<p>The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in Clause 28.2). Such deviations will be checked and considered. If the deviations proposed are found material in nature, GRIDCO reserves the right to reject such bids. GRIDCO may also ask bidders for clarifications on such deviations during the evaluation. In case GRIDCO accepts any deviations proposed by a bidder (mentioned in Bid as Form F-6); then during Stage 2, GRIDCO will clearly specify such deviations in any subsequent award of contract to the same bidder.</p>

29	Non-confirmities, Errors and Omissions	29.1	During Stage 1, provided that a Technical Proposal is substantially responsive, GRIDCO may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
		29.2	During Stage 2, provided that a Technical Proposal is substantially responsive, GRIDCO may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		29.3	Provided that a Technical Proposal is substantially responsive, GRIDCO will rectify nonmaterial nonconformities or omissions. To this effect, during Stage 2, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 13.2 of Section VII – GCC.
		29.4	<p>Provided that the Technical Proposal is substantially responsive, GRIDCO will correct arithmetical errors during evaluation of Price Proposals on the following basis:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of GRIDCO there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above. d) if there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment. e) Except as provided in sub-clauses (a) to (d) herein above, GRIDCO shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
		29.5	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

30	Preliminary Examination of Bids	30.1	GRIDCO shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 10.4 have been provided, and to determine the completeness of each document submitted.
		30.2	<p>GRIDCO shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.</p> <p>(a) Technical Proposal Submission Sheet in accordance with ITB Sub-Clause 11.1;</p> <p>(b) written confirmation of authorization to commit the Bidder;</p> <p>(c) Bid Security</p>
		30.3	Likewise, following the opening of Price Proposals, GRIDCO shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB Sub-Clause 10.5 have been provided, and to determine the completeness of each document submitted.
		30.4	<p>GRIDCO shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.</p> <p>(a) Price Proposal Submission Sheet in accordance with ITB Sub-Clause 11.1; and</p> <p>(b) Price Schedules, in accordance with ITB Clauses 11,13, and 14.</p>
31	Examination of Terms and conditions; Technical Evaluation.	31.1	GRIDCO shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
		31.2	GRIDCO shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 16, to confirm that all requirements specified in the Scope of Work at Section V, of the Bidding Document have been met without any material deviation or reservation.
		31.3	If, after the examination of the terms and conditions and the technical evaluation, GRIDCO determines that the Technical Proposal is not substantially responsive in accordance with ITB Clause 28, it shall reject the Bid.
32	Margin of Preference	32.1	Not applicable
33	Evaluation of Bids	33.1	GRIDCO shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be substantially responsive.
		33.2	To evaluate a Price Proposal, GRIDCO shall only use all the criteria and methodologies defined in this in Section IV, Eligibility Criteria and evaluation methodology in Section VI. No other criteria or methodology shall be permitted.

		33.3	To evaluate a Price Proposal, GRIDCO shall consider the following: <ul style="list-style-type: none"> a) the Bid Price quoted in Price Proposal Submission Sheet i.e. inclusive of all duties, levies and taxes. b) Price adjustment in accordance with Clause 13.3 of ITB for missing or non-conforming item(s) or component(s). c) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.4
34	Comparison of Bids	34.1	GRIDCO shall compare all substantially responsive bids to determine the highest ranked bid, in accordance with ITB Clause 34
35	Post qualification of the Bidder	35.1	GRIDCO shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.
		35.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17, to clarifications in accordance with ITB Clause 27 and the Eligibility Criteria indicated in Section IV. Factors not included in Section IV, Eligibility Criteria shall not be used in the evaluation of the Bidder's qualification.
		35.3	An affirmative determination in accordance with this clause shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event GRIDCO shall return the unopened Price Proposal to the Bidder.
36	GRIDCO's Right to Accept Any Bid, and to Reject Any or All Bids	36.1	GRIDCO reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability, thereby incurring any liability to the Bidders.
F. Award of Contract			
37	Award Criteria	37.1	GRIDCO shall award the Contract to the Bidder whose offer has been determined to be the highest ranked evaluated Bid and is substantially responsive to the Bidding Document, provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.
		37.2	A Bid shall be rejected if the qualification criteria as specified in Section IV, Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the highest ranked evaluated Bid. In this event GRIDCO shall proceed to the highest ranked evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily
38	GRIDCO's Right to Vary Quantities at	38.1	At the time the Contract is awarded or during the execution of contract, GRIDCO reserves the right to increase or decrease the Services upto 30% of the Contract Value (quoted or awarded), without any change in the unit prices or other terms and conditions of the Bid and the Bidding

	Time of Award		Document.
39.	Notification of Award	39.1 39.2	Prior to the expiration of the period of bid validity, GRIDCO shall notify the successful Bidder, in writing, that its Bid has been accepted. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract
40	Signing of contract	40.1 40.2	Promptly after notification, GRIDCO shall send to the successful Bidder the Agreement and the General and Special Conditions of Contract. Within such period (as specified in BDS) of receipt of the Agreement, the successful Bidder shall sign, date, and return it to GRIDCO
41	Contract Performance Guarantee	41.1 41.2	Within such period (as specified in BDS) of the receipt of notification of award from GRIDCO, the successful Bidder shall furnish the Contract Performance Guarantee in accordance with the GCC, using the Contract Performance Guarantee Form included in Section X, Contract Forms. Failure of the successful Bidder to submit the above-mentioned Contract Performance Guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event GRIDCO may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by GRIDCO to be qualified to perform the Contract satisfactorily
42	Local Conditions		It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. GRIDCO shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by GRIDCO. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by GRIDCO, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.
43	Disclaimer		This Request For Proposal (RfP) has been prepared by GRIDCO for selection of Third Party Independent Evaluation Agencies (TPIEA) w.r.t. CAPEX Project of DISCOMs. Though adequate care has been taken while preparing the RfP documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder While this RfP has been prepared in good faith, GRIDCO does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or

		<p>omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to RfP become the property of GRIDCO and GRIDCO does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p> <p>In submitting a proposal in response to the RfP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP not any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.</p>
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Section-III: Bid Data Sheet (BDS)

A. Introduction	
ITB 1.1	The number of the Invitation for Bids is : GRIDCO-TPIEA-01
ITB 1.1	The Purchase/ Nodal Agency is: GRIDCO
ITB 1.1	The name of the NCB is: “ National Bid Invitation for Appointment of TPIEA- ”
ITB 2.1	The name of the Project is: Appointment of Third Party Independent Evaluation Agency (TPIEA)
ITB 6.1	GRIDCO LIMITED, JANPATH, BHOI NAGAR, BHUBANESWAR – 751022, PH: 0674 2542926
ITB 6.2	Pre-Bid Conference date : 08-03-2011 at 11.00 Hours IST Venue: GRIDCO LIMITED, JANPATH, BHOI NAGAR, BHUBANESWAR – 751022, PH: 0674 2542926
ITB 7.1	Website of GRIDCO: www.gridco.co.in
C. Preparation of Bids	
ITB 9.1	The language of the Bid is: English
ITB 10.4 (i)	During Stage 1, the Bidder shall submit with its Technical Proposal the following additional documents: Refer to Section (IX)
ITB 10.5 (c)	During Stage 2, the Bidder shall submit with its Price Proposal the following additional documents: Refer to Section (IX)
ITB 12.1	Alternative Bids shall not be permitted.
ITB 13.7	The prices quoted by the Bidder shall be: Firm (subject to Section VII GCC 13.2)
ITB 18.1	The bid shall be valid till 31-05-2011.
ITB 19.1	The Bid Security shall be for an amount of Rs.50,000/- Bid Security should be submitted under a separate cover super-scribing “ BID SECURITY ”.
ITB 19.2	The validity of Bid Security shall be upto 31-08-2011.
D. Submission and Opening of Bids	
ITB 20.1	In addition to the original of the Bid, the number of copies is: ONE
ITB 21.2 (c)	The identification of this bidding process is: GRIDCO-TPIEA-01
	The bid identification No. shall be mentioned by the Bidder prominently on the top of envelope for the lots in the following manner. a) Bidding process for the bid is: “ Two State Two envelope ” b) Bid identification No. GRIDCO- TPIEA-01
ITB 22.1	For bid submission purposes only, GRIDCO’s address is: GRIDCO LIMITED, JANPATH, BHOINAGAR, BHUBANESWAR – 751022, Ph: 0674 2542926
ITB 22.1	The deadline for bid submission is: Date: 21-03-2011 Time: 15.00 Hours IST
ITB 25.1	The opening shall take place at: Address:- GRIDCO LIMITED, JANPATH, BHOINAGAR, BHUBANESWAR – 751022, Ph: 0674 2542926 Date: 21-03-2011, Time 16.00 Hours IST
ITB 41.1	During Stage 2, if the successful bidder fails to furnish the required Contract Performance Guarantee within 15 days of the receipt of notification of award, GRIDCO reserves the right to terminate the award by forfeiting Bid Security without any notice.

ITB 41.2	During Stage 2, if the successful bidder fails to sign the Contract Agreement within 15 days from the date the successful bidder's receipt of the Contract Agreement GRIDCO reserves the right to terminate the award by forfeiting Bid Security without any notice.
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Section IV: Eligibility Criteria

The Bidder may be **sole legal entity or a consortium of not more than 3 separate legal entities** satisfying the following qualifying requirements:

Financial	(i)	The Bidder should have average turnover of Rs.50 lakhs (Rupees fifty lakhs) only within the last three audited financial years. (<i>Proof: Audited Annual Reports/Financial Statements including Notes & Schedules, for last three applicable financial years</i>)
	(ii)	The Bidder (or each member of the consortium individually) should have a positive net worth in each of the last three audited financial years. Definition of Networth Networth= <div style="margin-left: 40px;"> Owner's capital Add: Reserves Subtract: Revaluation Reserves Subtract: Intangible Assets Subtract: Miscellaneous expenditures to the extent not written off and carry forward losses </div> <i>(Proof: Audited Annual Reports/Financial Statements including Notes & Schedules, for last three applicable financial years)</i>
	Technical	(i)
	(ii)	The Bidder should atleast have 05 personnel available with either of the following credentials, at the time of bidding for this project: <ul style="list-style-type: none"> • Energy auditors/managers (certified by Bureau of Energy Efficiency, Ministry of Power, GoI OR any other equivalent agency) with atleast 3 years of relevant experience • Personnel with power sector experience of atleast 10 years <i>(Proof: CVs being submitted need to be self certified as well as certified by the Authorised Signatory for the Bidder)</i>
	(iii)	<i>The bidders should have at least three nos. of experienced engineers having expertise in inspection of materials/equipments during the process of manufacturing/ pre-dispatched stage, on receipt of the materials equipments at site/store as well as during execution of the project.</i>

The Financial Qualification Requirements (as mentioned above) shall not be applicable for Central and State Government organisations in India. However, such bidders shall submit their proposal and meet other qualifying requirements for participation in bid.

In case Bidder requires more than 05 personnel for timely successful completion of scope of work, then providing the required manpower for project execution shall be responsibility of the successful bidder, without any additional financial burden over and above the price at which project is awarded.

Any replacement of the existing resource during the life of the project can be done, only with a person of similar/higher experience and qualification, and in agreement with the GRIDCO.

Section-V: Scope of Work

The TPIEAs scope shall include:-

1) Certification of AT&C losses of the project area as per the methodology, provided by GRIDCO. Sample checking/testing may be done for certification by TPIEA on its own or as directed by the GRIDCO.

- a) Certification of electrical boundary vis-à-vis the physical boundary of project area as per divisions of Discoms (shall be provided by utility to successful bidder post award of contract) so as to certify location of import/export. The TPIEA is expected to certify the same through physical verification and site visits of all import/export locations for project area/town.
- b) Certification of installation of export/import energy meters at following locations (The utility shall provide nodal diagram of all energy input and output points of the project area along with necessary details to the TPIEA) to ascertain the ring fencing of project area:
- at energy purchase points of utility.
 - at incoming lines of 33/11 kV Sub-stations of project area
 - at 11 kV feeders emanating from the 33/11 kV Sub-stations of project area and going to outside project area
 - at project area boundary if 11 kV lines are supplying/receiving power for project as well as outside area.
 - at 33 kV feeders emanating on bifurcation or directly from outside/within project area and feeding to 33 kV HT consumers (if any) of project area.

The TPIEA is expected to certify the above ring-fencing through physical verification and site visits of all import/export metering locations for project area/town.

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

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

- d) Certification of input energy of project area of three billing cycle period as per the methodology provided by GRIDCO.

The TPIEA is expected to certify the above information on 100% basis for each import/export metering locations for project area/town, on receipt of input data from the Utility.

- e) Verification of energy sales (metered and unmetered) in the projects area as provided by utility. The TPIEA shall also ensure that assessment of unmetered energy sales as per the guidelines provided by GRIDCO (in the Baseline methodology). The TPIEA is expected to use sample checking for the above verification.

- f) Verification of figures of amount billed and collected for corresponding three billing cycle period and for annual AT&C loss of the project area as furnished by utility. The same needs to be verified from the appropriate Utility records as provided by Utility.
- g) Verification of baseline (initial) AT&C losses for each of the project area as per the methodology provided by GRIDCO. The TPIEA needs to verify the computation of losses as provided in the Baseline Methodology.

Ref: - Selection of Sample:

- TPIEA shall decide the sample size in co-ordination with Utility. The Norm for size of representative sample as a percentage of total population of the project area shall be decided by TPIEA.
- TPIEA shall ensure sample selected should be representative of entire project area conforming to requirements such as consumer mix, Population Density, Average realization rate etc.
- The onus of certification and verification in above scope of work lies with TPIEA and hence, the choice of appropriate sample size vests with the TPIEA.

2) Annual Verification of AT&C losses of the project areas and distribution companies including the following points. Sample checking/testing may be done for verification by TPIEA on its own or as directed by the GRIDCO.

For Project Areas:

- a) Boundary Metering:- Verification of installation/replacement/testing reports of energy metering equipment for information including Date of installation, meters sealing & integrity of the sealing mechanism, Initial Reading, Multiplying Factor, Measurement Error, CT/PT Ratio, etc.

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

- b) Verification of energy sales (metered and unmetered) in the projects area as provided by utility. The TPIEA shall also ensure that assessment of unmetered energy sales as per the guidelines provided by GRIDCO (in the Baseline methodology). The TPIEA is expected to use sample checking for the above verification.
- c) Verify Dynamic status of incremental addition/deletion of Nodes/Network elements/sub-stations/system meters/consumers in the project area that has taken place during period since last accounting/verification are captured on real time basis on the installed & commissioned system under Part-A.
- d) Verification of figures of amount billed and collected as furnished by utility
- e) Annual Verification of AT&C losses of the project areas.

Sample checking/testing may be done for verification by TPIEA on its own or as directed by the GRIDCO (based on updated data/nodal diagram of the project area). The TPIEA needs to verify the computation of losses as provided in the Baseline Methodology.

For State Utility/DISCOM:

- f) Verification of AT&C Losses for distribution companies from their records and Annual Reports, as made available by Utility annually.

Deliverables:

S.N	Task	Deliverable
1	Verification of (initial) AT&C losses of the project area as per the methodology	<p>A detailed report providing the information on:-</p> <ul style="list-style-type: none"> • Installation, accuracy of meters on feeders, import/export points • Validity of data for energy sales, revenue billed, collection • Methodology followed for assessment of energy sales for unmetered consumers • Validation of baseline AT&C Loss figures as established by the utility • Conclusion, deviations and recommendations for corrective action <p>The detailed report shall be furnished for each of the project areas.</p>
2	Annual Verification of AT&C losses of the project areas and distribution companies	Detailed Report providing the verification of AT&C losses computed by utility for each of the project areas.

3) *As regards inspection of materials and equipments the representatives of the TPIEA shall make joint inspection with DISCOM officers of the materials/ equipments during the process of manufacturing/ pre-dispatched stage, on receipt of materials/ equipments at sites/ store as well as during the execution of the project as will be decided by the GRIDCO.*

Time period of Contract:

The contract shall be valid for a period of 4 (four) years from day of award of contract or the submission of report of verification of annual AT&C loss for FY 2013-14, which ever is later. GRIDCO may suspend or terminate the contract at any time in case the project is not implemented or suspended by DISCOMs. The contract may be extended if desired by GRIDCO.

Section-VI: Bid Evaluation Methodology:

The following is the Bid process/evaluation methodology that will be adopted by GRIDCO Limited for appointment of Third Party Independent Evaluation Agency. **Two Stage – Two Envelope Procedure:**

1.1 Stage 1 (Technical Proposals):

Bidders shall submit their Technical bid for TPIEA, at Stage 1 of bidding. The Technical bid shall be common for all the DISCOMs in the State. The Technical Bid shall comprise of all the forms, proofs, and documents, as required under this bidding document, including Forms F1-F8 in Section IX of this document. The Technical Proposals shall be opened at the date and time advised in the Bidding Document. In preliminary evaluation, the technical proposals will be reviewed for deviations, acceptance of terms and conditions, adherence to scope of work, formats required, purchase of bid document, etc., In case of non compliance on any of the above, bids will be considered as technically non-responsive. The Technical proposals shall be evaluated by GRIDCO for pre-qualification against the qualifying criteria requirement for TPIEA as mentioned in Section IV.

1.2 Stage 2 (Price Proposals):

The Price Proposal shall be submitted by pre-qualified bidders only, at Stage 2 of bidding. The Price Proposal shall include Form P1& P2 in Section IX of this document accompanied by the Contract Forms provided in Section X of this document.

The information of Capital Investments, no of feeders etc are provided in appendix - 1

Price Proposals shall be opened at an address, date and time advised by the GRIDCO. The Price Proposals shall be evaluated and following the approval of the price proposal evaluation, the Contract shall be awarded to the Bidder whose Price Bid has been determined to be lowest.

Section- VII: General Conditions of Contract

1. Contract Documents	1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
2. Corrupt Practices	<p>2.1 GRIDCO requires bidders, suppliers, and contractors to observe the highest standard of ethics during the execution of such contracts.</p> <p>(a) The following definitions apply:</p> <p>“corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the procurement process or the execution of a contract; “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the GRIDCO, designed to influence the action of any party in a procurement process or the execution of a contract; “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(b) GRIDCO will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.</p>
3. Interpretation	<p>3.1 In this Contract unless a contrary intention is evident:</p> <ul style="list-style-type: none"> a) the clause headings are for convenient reference only and do not form part of this Contract; b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses; c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time; d) a word in the singular includes the plural and a word in the plural includes the singular; e) a word importing a gender includes any other gender; f) a reference to a person includes a partnership and a body corporate; g) a reference to legislation includes legislation repealing, replacing or amending that legislation; h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings. i) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail. <p>3.2 Incoterms Not applicable</p>

	<p>3.3 Entire Agreement The Contract constitutes the entire agreement between GRIDCO and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>3.4 Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>3.5 Nonwaiver 3.5.1 Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>3.5.2 Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>3.6 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
4. Language	<p>4.1 The Contract as well as all correspondence and documents relating to the tract exchanged by the Supplier and GRIDCO, shall be written in English. Copying documents and printed literature that are part of the Contract may be in other language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the tract, this translation shall govern.</p> <p>4.2 The Supplier shall bear all costs of translation to English and all risks of the accuracy of such translation.</p>

5. Consortium	<p>5.1 If the Supplier is a joint venture, consortium, or association of persons, all of the members of such joint venture, consortium, or association of persons shall be jointly and severally liable to GRIDCO for the fulfillment of the provisions of the Contract. The members shall designate one party to act as a Lead Member with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of GRIDCO.</p> <p>5.1.1 Without prejudice to Clause 5.1 of this GCC, for the purposes of fulfillment of it"s obligations as laid down under the Contract where GRIDCO deems fit and unless the context requires otherwise, Supplier shall refer to the Lead Member who shall be the sole point of interface between GRIDCO and the Consortium and would be absolutely accountable for the performance of its own, the other members of Consortium and/or its Team"s functions and obligations.</p> <p>5.1.2 All payments shall be made by GRIDCO in favour of the Lead Member.</p> <p>5.1.3 No amendment or modification shall be made to the MOU executed between the members of the Consortium in accordance with ITB clause 4.1, without the prior approval of GRIDCO.</p>
6. Notices	<p>6.1 All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due. Or hand delivered with proof of it having been received.</p> <p>6.2 If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.</p> <p>6.3 All notices under this contract shall be sent to or delivered at the address as specified by the parties in the SCC.</p> <p>6.4 A Notice shall be effective when delivered or on the Notice's effective date, which ever is later.</p>
7. Governing Law	<p>The Contract shall be governed by and interpreted in accordance with the laws of the India. The Courts in <i>Bhubaneswar and the High Court of Orissa, Cuttack</i> shall exclusive in respect of the tendering process, award of Contract and execution of the Contract.</p>
8. Settlement of Disputes	<p>8.1 The purchase and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>8.2 If the parties fail to resolve such a dispute (The date of commencement of the dispute shall be taken from the date when this</p>

	<p>clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC</p>
<p>9. Scope of Work</p> <p>10. Delivery</p> <p>11. Supplier's responsibilities</p> <p>12. Purchaer's responsibilities</p>	<p>9.1 The Services to be supplied are specified in Section V, Scope of Work. At the time of awarding the contract, GRIDCO shall specify any change in the Scope of Work. Such changes may be due to for instance, if the quantities of services are increased or decreased at the time of award.</p> <p>9.2 Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of Services as if such items were expressly mentioned in the Contract.</p> <p>10.1 Subject to GCC Sub-Clause 27.1, the Delivery of the Services shall be in accordance with the Deliverables specified in the Section V, Scope of Work. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.</p> <p>11.1 The Supplier shall supply all the Services included in the Scope of Work in accordance with GCC Clause 9, and the Deliverables, as per GCC Clause 10.</p> <p>12.1 Whenever the supply of Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, GRIDCO shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.</p> <p>12.2 GRIDCO shall bear all costs involved in performance of its responsibilities, in accordance with GCC Sub-Clause 14.1</p> <p>12.3 The official of GRIDCO shall act as the nodal point for implementation of the contract and for issuing necessary Instructions, approvals, commissioning, acceptance certificates, payments etc. to the TPIEA</p> <p>12.4 GRIDCO may provide on Supplier's request, particulars/information/ or documentation that may be required by the Supplier for proper planning and execution of Scope of Work under this contract.</p>

13. Contract Price	13.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as also subject to provisions of Clause 13.2.
	13.2 Prices charged by the Supplier for the Services performed under Contract shall not vary from the prices quoted by the Supplier in its bid, the exception of any price adjustments authorized in the SCC.
14. Terms of Payment	14.1 The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work/change order on account of change order will be submitted by the Supplier unless the said extra work /change order has been authorized/approved by GRIDCO in writing.
	<p>14.2 Payments shall be made promptly by GRIDCO, not later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and acceptance by GRIDCO.</p> <p>14.3 If any excess payment has been made by GRIDCO due to difference in quoted price in proposal and Supplier's invoice, GRIDCO may without prejudice to its rights recover such amounts by other means after notifying the Supplier or deduct such excess payment from any payment subsequently falling due to the Supplier</p>
15. Taxes and Duties	<p>15.1 The prices quoted by the supplier shall be inclusive all duties/ taxes/ levies except service tax. Responsibility for including all applicable taxes/ duties / levies in the proposal lie with the bidder and the GRIDCO shall not be responsible for any error/omission on the part of the bidder. Payment of taxes/duties/levies shall not be made separately.</p> <p>Only Service tax as applicable shall be payable at the prevailing rate.</p>
16. Contract Performance Guarantee	<p>16.1 The Supplier shall, within fifteen (15) days of the notification of Contract award, provide a Contract Performance Guarantee for the due performance of the Contract in the amounts and currencies specified in the SCC.</p> <p>16.2 GRIDCO shall at its sole discretion invoke the Contract Performance Guarantee and appropriate the amount secured there under, in the event that the Supplier commits any delay or default in Delivery of the Services or commits any other breach of the terms and conditions of the Contract.</p> <p>16.3 The Contract Performance Guarantee shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by GRIDCO in the SCC.</p> <p>16.4 The Contract Performance Guarantee shall be discharged by GRIDCO and returned to the Supplier not later than Fifteen (15) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations,</p>

	unless specified otherwise in the SCC.
17. Intellectual Property	<p>17.1 GRIDCO shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Supplier solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Supplier undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to GRIDCO and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of GRIDCO. To the extent that Intellectual Property Rights are unable by law to so vest, the Supplier assigns those Intellectual Property Rights to GRIDCO on creation.</p> <p>17.2. The Supplier shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Supplier, the same shall be acquired in the name of GRIDCO, and the same may be assigned by GRIDCO to the Supplier solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of GRIDCO.</p> <p>17.3 The Supplier shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Supplier shall keep GRIDCO indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Supplier or its personnel during the course of performance of the Related Services. In case of any infringement by the Supplier, the Supplier shall have sole control of the defense and all related settlement negotiations</p> <p>17.4 Subject to sub-clauses 17.1 to 17.3, the Supplier shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Supplier that existed before the effective date of the contract.</p>
18. Confidential Information	18.1 Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussion leading upto or the entering of the contract.

	<p>18.2 After the entering of the contract GRIDCO and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the supplier may furnish to its Sub-contractor such documents, data, and other information it receives from GRIDCO to the extent required for the Sub-contractor to perform its work under the contract, in which event the supplier shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.</p> <p>18.3 GRIDCO shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from GRIDCO for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>18.4 The obligation of a party under GCC Sub-Clauses 18.1 and 18.2 above, however, shall not apply to information that:</p> <p>18.4.1 GRIDCO or Supplier need to share with the institutions participating in the financing of the Contract;</p> <p>18.4.2 now or hereafter enters the public domain through no fault of that party;</p> <p>18.4.3 can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</p> <p>18.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality</p> <p>18.5 The above provisions of GCC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>18.6 Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by it'ss employees, agents and sub-contractors.</p> <p>18.7 The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.</p>
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<p>19. Sub-contracting</p>	<p>19.1 Except as provided hereunder under Clause 19.2 of the GCC, the Supplier shall not be permitted to sub-contract any part of its obligations under the Contract.</p> <p>19.2 The bidder has the flexibility to meet personnel requirement through subcontracting to capable agencies like Energy Audit Companies/Energy Service Companies (ESCOs) already empanelled with Bureau of Energy Efficiency (BEE). Please refer Technical Qualifying Requirements under Section IV Eligibility Criteria for details.</p> <p>19.3 The Supplier shall notify GRIDCO in writing of all sub-contracts awarded under the Contract if not already specified in the proposal/bid and shall obtain the prior approval of GRIDCO for such sub-contracting.</p> <p>19.4 The Vendor shall ensure that the sub contractor appointed is competent and professional and possesses the requisite qualifications and experience appropriate to the tasks they will perform under this Contract.</p> <p>19.5 The Supplier indemnifies and shall keep indemnified GRIDCO against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such sub-contractor. The Supplier shall be responsible for making all payments to the sub-contractor as may be necessary, in respect of any Services performed or task executed, and GRIDCO shall not be responsible for any part or full payment which is to due to such sub-contractor.</p> <p>19.6 All rights of use of any process, product, service or facility developed or any other task performed by the sub-contractor for the Supplier, under this contract would lie exclusively with GRIDCO in perpetuity free from all liens, encumbrances and other third party rights and the Supplier shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favor of GRIDCO.</p> <p>19.7 Nothing in this clause 19 of the GCC shall relieve the Supplier from its any of its liabilities or obligations under this Contract. GRIDCO reserves the right to hold Vendor liable for any act/omission of any sub-contractor.</p> <p>19.8 Where GRIDCO deems necessary, it shall have the right to require replacement of any sub-contractor with another sub-contractor meeting the qualifying requirement/any other requirement specified in bid and the Supplier shall in such case terminate forthwith all agreements/contracts other arrangements with such sub-contractor and find suitable replacement for such sub-contractor with approval of GRIDCO at no additional charge. Failure to terminate all agreements/contracts with such</p>
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	<p>sub-contractors, shall amount to a breach of the terms hereof.</p> <p>19.9 The Supplier shall be responsible for ensuring that the Sub-contractor shall comply with all relevant and applicable provisions of the Contract. In default on the part of the sub-contractor to comply with the terms and conditions of the Contract wherever applicable, shall amount to breach on the part of the Supplier, and GRIDCO in addition to all other rights, have the right to claim damages add recover from the TPIEA-EA for all losses/ or other damages that may have resulted from such failure</p>
20. Inspections and Tests	20.1 The Supplier shall at its own expense and at no cost to GRIDCO carry out all such tests and/or inspections to ensure the provided services in Scope of Work at Section V.
21. Liquidated Damages and Penalty	<p>21.1 Except as provided under GCC Clause 25, if the Supplier fails to deliver the Services within the period specified in the Contract, GRIDCO may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such goods and services.</p> <p>21.2 In addition, the Supplier is liable to GRIDCO for payment penalty as specified in the SLA.</p>
22. Liability/ Indemnity	<p>22.1 The Supplier hereby agrees to indemnify GRIDCO, for all conditions and situations mentioned in this clause, in a form and manner acceptable to GRIDCO. The supplier agrees to indemnify GRIDCO and its officers, servants, agents (“GRIDCO Indemnified Persons”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <p>(a) any negligence or wrongful act or omission by the Supplier or its agents or employees or any third party associated with Supplier in connection with or incidental to this Contract; or</p> <p>(b) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.</p> <p>22.2 The Supplier shall also indemnify GRIDCO against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.</p>

	<p>22.3 Without limiting the generality of the provisions of this article 22.1 and 22.2, the Supplier shall fully indemnify, hold harmless and defend GRIDCO Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which GRIDCO Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the Supplier in performing the Supplier’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Supplier shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Supplier shall promptly make every reasonable effort to secure for GRIDCO a license, at no cost to GRIDCO, authorising continued use of the infringing work. If the Supplier is unable to secure such license within a reasonable time, the Supplier shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.</p> <p>22.4 Survival on termination. The provisions of this Clause 22 shall survive Termination</p> <p>22.5 Defense of Claims:</p> <p>22.5.1 If any proceedings are brought or any claim is made against GRIDCO arising out of the matters referred to in GCC Sub-Clause 24.1, 24.2, or 24.3 GRIDCO shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in GRIDCO’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>22.5.2 If the Supplier fails to notify GRIDCO within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then GRIDCO shall be free to conduct the same on its own behalf.</p> <p>22.5.3 GRIDCO shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for</p>
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	all reasonable expenses incurred in so doing.
23. Limitation of Liability	<p>23.1 Except in cases of gross negligence or willful misconduct :</p> <p>(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to GRIDCO; and</p> <p>(b) the aggregate liability of the Supplier to GRIDCO, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify GRIDCO with respect to patent infringement.</p>
24. Change in Laws and Regulations	<p>24.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of GRIDCO's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. .</p>
25. Force Majeure	<p>25.1 The Supplier shall not be liable for forfeiture of its Contract Performance Guarantee, liquidated damages, or termination for default if and to the extent that it'ss delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly and no later than seven days from the first occurrence thereof, notify GRIDCO in writing of such condition and the cause thereof. Unless otherwise directed by GRIDCO in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event</p> <p>25.4 The decision of GRIDCO with regard to the occurrence,</p>

	continuation, period or extent of Force Majeure shall be final.
26. Change Orders and Contract Amendments	<p>26.1 GRIDCO may at any time order the Supplier through Notice in accordance GCC Clause 7, (“Change Order”) to make changes within the general scope of the Contract in any the Services to be provided by the Supplier.</p> <p>26.2 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of GRIDCO’s Change Order.</p> <p>26.3 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.</p>
27. Extension of time	<p>27.1 If at any time during performance of the Contract, the Supplier or its Sub-contractors should encounter conditions impeding timely delivery of the Services pursuant to GCC Clause 11, the Supplier shall promptly notify GRIDCO in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, GRIDCO shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>27.2 Except in case of Force Majeure, as provided under GCC Clause 25 or where the delay in delivery of the Goods or</p>
28. Termination	<p>28.1 Termination for Default</p> <p>(a) GRIDCO may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, terminate the Contract in whole or in part:</p> <p>(i) if the Supplier fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by GRIDCO pursuant to GCC Clause 27; or</p> <p>(ii) if the Supplier, in the judgment of GRIDCO has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or</p> <p>(iii) Any representation made by the bidder in the proposal is found to be false or misleading</p>

	<p>(iv) if the Supplier commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as GRIDCO in its absolute discretion decide) provided in a notice in this behalf from GRIDCO.</p> <p>(v) as specified in the SLA</p> <p>(b) In the event GRIDCO terminates the Contract in whole or in part, pursuant to GCC Clause 28.1(a), GRIDCO may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the Supplier shall be liable to GRIDCO for any additional costs for such Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>28.2 Termination for Insolvency GRIDCO may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to GRIDCO.</p> <p>28.3 Termination for Convenience</p> <p>28.3.1 GRIDCO, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for GRIDCO's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>28.4 Consequences of Termination: Upon Termination of the Contract, the Supplier shall:</p> <ul style="list-style-type: none"> (i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the GRIDCO (ii) The GRIDCO with designated team will review and approve the Exit plan. In case of disagreement, GRIDCO shall provide an exit plan to the supplier to which supplier abide by. (iii) The supplier and designated officer from GRIDCO will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.
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29. Assignment	29.1 The Supplier shall not assign, in whole or in part, their obligations under this Contract.
30. Disclaimer	<p>30.1 GRIDCO reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to secure expert opinion.</p> <p>30.2 GRIDCO reserves the right to accept any proposal deemed to be in its best interest.</p>
31. Public Disclosure	<p>31.1 All services provided to GRIDCO by bidder are subject to Country public disclosure laws such as RTI etc.</p> <p>31.2 The TPIEA-EA Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless GRIDCO first gives the TPIEA its written consent.</p>
32. Review of Performance	32.1 A designated team / person from GRIDCO <i>may</i> review the performance of Supplier against the SLA <i>at any time</i> . The review / audit report will form basis of any action relating to imposing penalty on or breach of contract of the Supplier.
33. Adherence to safety procedures, rules, regulations and restriction	<p>33.1 Supplier shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by GRIDCO shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.</p> <p>33.2 The Supplier shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Supplier's Team shall adhere to all security requirement/regulations of GRIDCO during the execution of the work. GRIDCO's employee also shall comply with safety procedures/policy.</p> <p>33.3 The Supplier shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>33.4 GRIDCO will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 23.</p>

34. Non-Solicitation of Staff	34.1 For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this agreement and for an additional period of 180 days after termination
35. Survival	35.1 The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination

Section- VIII: Special Conditions of Contract

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

GCC 1.1(k)	Purchaser is: GRIDCO Limited
GCC 1.1 (q)	The Site is: Spread all Over Orissa
GCC 4.1	The language shall be: English
GCC 7.1	For notices , GRIDCO's address shall be: GRIDCO LIMITED, JANPATH, BHUBANESWAR-751022 PH: 0674 2542926
GCC 8.1	The governing law shall be: Laws applicable in exclusive jurisdiction of competent Court in Bhubaneswar and High Court of Orissa, Cuttack..
GCC 9.2	The formal mechanism for the resolution of disputes shall be: If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution to the formal mechanisms, described below: a. This agreement shall be subject to Indian Arbitration and Conciliation Act of 1996. Any disputes under this contract, shall be referred to sole arbitrator, the Addl. Secretary, Govt. of Orissa, Deptt. of Energy. b. The place for arbitration shall be Bhubaneswar.

<p>GCC 15.1</p>	<p>Payment Schedule Payment shall be strictly milestone based, as shown under:</p> <p>1. Verification of base line AT&C loss: 10 % of the cost for verification of base line AT&C loss level shall be payable after signing the Contract and subject to submission of Bank Guarantee of equivalent value valid up-to end of 31.03.2012.</p> <p>90% payment shall be done on the basis of submission and acceptance of reports for base line AT&C loss.</p> <p>2. Verification of the Annual AT&C loss: The 100% payment for annual verification of AT&C Losses for each of the project area / DISCOMs shall be made on submission and acceptance of reports.</p> <p>3. Payment of Inspection charges: <i>100% payment towards inspection with statutory taxes shall be made on the monthly basis on receipt of bills supported by statements of inspection carried out during the month. The reimbursement of expenses as agreed upon shall also be made on monthly basis.</i></p>
<p>GCC 17.1</p>	<p>The Supplier shall provide Contract Performance Guarantee of ten (10) percent of the total Contract Price. The currency and amount of Contract Performance Guarantee shall be specified at the time of awarding the contract to successful bidder.</p>
<p>GCC 17.3</p>	<p>The types of acceptable Performance Securities are:</p> <p>(a) Bank Guarantee issued by a scheduled commercial bank notified by Reserve Bank of India (RBI)</p>

Section-IX: Bidding Forms

<On Firm's Letter Head>

Form F-1: RfP Submission Sheet (Stage 1)

From: _____ **To:** _____

Sir,

**Appointment for Third Party Independent Evaluation Agencies –
reference number _____**

I _____ (Bidder/Lead member in case of consortium)
herewith enclose Technical Proposal against the subject RfP for Appointment of my firm as
TPIEA.

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

Yours faithfully,

Signature:

Full Name:

Address:

Phone No:

E-mail Id:

<On Firm "s Letter Head>

Form F-2: Certificate as to Corporate Principal

CERTIFICATE AS TO CORPORATE PRINCIPAL

(To be signed by any of Director/ Co. Secy./ Managing Partner/ Sole Proprietor)

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

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

Signature:

Seal:

Full Name:

Address:

Phone No: E-mail Id:

Form F-3: Project Experience

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

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

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

S. No	Project Name	Name of Client Organisation	Detailed Scope of Project	Whether this is a Consulting Project in Power Sector (Y/N)	Relevant Proof submitted (Y/N)

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

Signature: _____

Seal:

Full Name: _____

Address : _____

<On CLIENT's Letter Head>

Form F-3A: Performance Certificate

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

Or Copy of LoA/ Work Order

<On Firm "s Letter Head>

Form F-4: Company Information

Kindly provide the following details for the Firm and Consortium Members:

1 Name of the Firm:

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

Details of turnover, networth & owner's capital for the past three audited financial years need to be provided in the following format:

Owner's capital	FY...	FY...	FY...
Turn-Over			
Networth			

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

Signature of Authorised Signatory:

Seal

Full Name:

Address:

Phone No:

E-mail Id:

Form F-5: CVs

The format for submission of CVs is the following:

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

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

7. Education: (Under this heading, summarise college/ university and other specialised education of staff member, giving names of colleges, dates and degrees obtained. Use up to quarter page.)

8. Experience: (Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate. Use upto three quarters of a page.

Signature: _____

Authorised Signatory: _____

Full Name: _____

Address: _____

Date: _____

<On Firm"s Letter Head>

Form F-6: Deviations/No Deviations Confirmation, Comments & Suggestions

DEVIATIONS/COMMENTS/ SUGGESTIONS OF CONSULTANT

On the Scope of Work, or any related area:

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

(In case of no deviations, a statement to that effect must be given)

Signature of Authorised Signatory:

Seal

Full Name:

Address:

Phone No:

E-mail Id:

Form F-7: Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) entered into this ____day of __ 2011 at _____ **Among** _____ (hereinafter referred as “_____”) and having office at _____, India **Party of the First Part And** _____ (hereinafter referred as “_____”) and having office at _____, India **Party of the Second Part**

WHEREAS GRIDCO Ltd (hereinafter collectively referred to as the “GRIDCO”) has invited Bids and Price Proposal from entities for the “Appointment of a TPIEA for GRIDCO” (Hereinafter referred to as the “RfP”)

AND WHEREAS Clause 4.3 of ITB document stipulates that a combination of entities who, have executed a binding Memorandum of Understanding (MOU) in the prescribed format, to enter into a Consortium, and meeting the requirements stipulated in the RfP document may submit a Bid signed by the Lead Members, which shall legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations thereunder to GRIDCO.

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

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

1. M/s. shall act as Lead Member for and on behalf of Consortium Members. The said Consortium Members further declare and confirm that we shall jointly and severally be bound and shall be fully responsible unto GRIDCOs for the successful performance of the obligations under the Request for Proposal (RfP) and resulting Contract(s) submitted / executed by the Lead Member in the event of the selection of Consortium.

2. The Lead Member is hereby authorised to:

- (i) Sign and submit the Bid and the Price Proposal on behalf of consortium members pursuant to the RfP initiated by GRIDCO.
- (ii) In the event, the consortium being selected as the Supplier, to and enter into the resulting Contract with GRIDCO, including negotiation of the terms thereof.
- (iii) To receive all payments behalf of the Consortium from GRIDCO.

3. In case of any breach of the stipulations of the RfP Document by the Lead Member, Consortium Members along with the lead Member do hereby agree to be fully responsible to carry out all the obligations and responsibilities under the RfP and resulting Contract

4. If GRIDCO suffers any loss or damage on account of any breach in the stipulation of the Contract to be entered into by the Consortium Members, upon its selection pursuant to RfP or any shortfall in the performance of the Contract, the Consortium Member hereby jointly and severally undertake to promptly make good such loss or damages caused to GRIDCO

on its demand without any demur or contest. It shall not be necessary or obligatory for GRIDCO to proceed against Lead Member before proceeding against or dealing with the other Member(s).

5. The financial liability of the Consortium Members to GRIDCO, with respect to any of the claims arising out of the performance or non-performance of obligations under the RfP and the resulting Contract shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to GRIDCO.

6. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated and annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to GRIDCO.

7. It is clearly understood that the Lead member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.

8. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of New Delhi shall have the exclusive jurisdiction in all matters arising there under.

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

(Party of the first part)

(Party of the second part)

Name*:

Designation*:

Seal:

Witness:

1.

2.

Please provide the name and designation of each signatory.

Form F-8: Performa of Certificate Regarding Acceptance of Important Conditions

Bidder's Name & Address

To,

GRIDCO Ltd.
Janpath, Bhubaneswar-751022,
Orissa.

Sub.: -----

1.0 With reference to your RfP No. ----- dated ----- for "Appointment of TPIEA", we hereby confirm that we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses of RfP are acceptable to us and we have not taken any deviation to these clauses:

- a) Terms of Payment
- b) Bid Security
- c) Contract Performance Guarantee
- d) Liquidated Damages for delay in Completion

2.0 We further confirm that any deviation to the above clauses at S. No. (a) through (d) found anywhere in our Bid Proposal, implicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to GRIDCO, failing which the bid security may be forfeited.

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Note: *The above certificate is to be submitted in a separate sealed envelope. In the absence of this certificate in a separate sealed envelop, the bid is liable to be rejected and shall be returned unopened.*

<On Firm "s Letter Head>

Form P-1: Price Proposal (Stage 2)

From:

To: _____

**Sir, Appointment for Third Party Independent Evaluation Agencies.
reference number** _____

I _____ (Bidder/Lead member in case of consortium)
herewith enclose Price Proposal against the subject RfP for Appointment of my firm as TPIEA.

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

Yours faithfully,

Signature:

Full Name:

Address:

Phone No:

E-mail Id:

Form P-2: Financial Price Proposal (Cost of Services)

Please specify the Lump Sum Price of the assignment for each DISCOM in the State as per the following table.

PRICE SCHEDULE

A LUMP SUM PRICE PER DISCOM.

Sl. No.	Description of Services	CESU (INR)	WESCO (INR)	NESCO (INR)	SOUTHCO (INR)
1.	Report of Baseline AT&C losses (FY 2010-11)				
2.	Report of verification of annual AT&C losses – (FY2011-12)				
3.	(FY2012-13)				
4.	(FY2013-14)				
TOTAL					

Note:

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

B. FEE FOR INSPECTION OF MATERIALS:

- i) Inspection fees: Rs. _____ per man-day spent at site

Note:

- 1) The proposal will be compared based on the per day Inspection Fee.
- 2) TA/DA Expenses will be borne by GRIDCO as per the Company TA Rules.
- 3) The man-day rate shall be exclusive of Service Tax.

Section-X: Contract Forms

Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

4. GRIDCO hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may

become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above. Signed by _____ (Authorised GRIDCO official) Signed by _____ (for the Supplier)

Contract Performance Guarantee

Date:
Contract Name and No. :

To: _____
WHEREAS _____ (hereinafter "the Supplier or Bidder") has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. ***The guarantee can be presented by Gridco at any of our branches at Bhubaneswar who will pay the claim amount to GRIDCO immediately.***

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

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

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

This security is valid until the _____ day of _____, _____.
Name _____
In the capacity of _____
Signed _____
Duly authorized to sign the security for and on behalf of _____
Date _____.

In the presence of
Witness 1. Name & Address _____

2. Name & Address _____

Central Electricity Supply Utility (CESU)
2nd Floor, IDCO Tower, Janpath,
Bhubaneswar – 751022

Year wise CAPEX		(Rs.in Crore)			
Financial Year	2010-11	2011-12	2012-13	2013-14	Total
State Govt	117.00	156.00	97.50	97.50	468.00
DISCOMs	0.00	78.00	156.00	234.00	468.00
Total Capex	117.00	234.00	253.50	331.50	936.00

No of Divisions - 20
No of 33 KV Feeders - 125
No of 11 KV Feeders - 601
No of DTRS - 22796

Reported AT&C Loss (%)
for FY 2009-10 41.20

Western Electricity Supply Company of Orissa Limited (WESCO)
Burla, Sambalpur -768017

Year wise CAPEX		(Rs.in Crore)			
Financial Year	2010-11	2011-12	2012-13	2013-14	Total
State Govt	58.50	78.00	48.75	48.75	234.00
DISCOMs	0.00	39.00	78.00	117.00	234.00
Total Capex	58.50	117.00	126.75	165.75	468.00

No of Divisions - 15
No of 33 KV Feeders - 85
No of 11 KV Feeders - 466
No of DTRS - 18565
Reported AT&C Loss (%)
for FY 2009-10 35.74

North Eastern Electricity Supply Company of Orissa Limited (NESCO)
Januganj, Balasore -756019.

Year wise CAPEX

(Rs.in Crore)

Financial Year	2010-11	2011-12	2012-13	2013-14	Total
State Govt (out of which)	63.00	84.00	52.50	52.50	252.00
DISCOMs (out of which)	0.00	42.00	84.00	126.00	252.00
Total Capex	63.00	126.00	136.50	178.50	504.00

No of Divisions - 14
 No of 33 KV Feeders - 60
 No of 11 KV Feeders - 428
 No of DTRS - 22647
 Reported AT&C Loss (%)
 for FY 2009-10 - 35.73

Southern Electricity Supply Company of Orissa Limited, (SOUTHCO)
Courtpeta, Berhampur - 760004

Year wise CAPEX

(Rs. in Crore)

Financial Year	2010-11	2011-12	2012-13	2013-14	Total
State Govt	61.50	82.00	51.25	51.25	246.00
DISCOMs	0.00	41.00	82.00	123.00	246.00
Total Capex	61.50	123.00	133.25	174.25	492.00

No of Divisions - 14
 No of 33 KV Feeders - 112
 No of 11 KV Feeders - 425
 No of DTRS - 14694
 Reported AT&C Loss (%)
 for FY 2009-10 50.16