

**Punjab State Power Corporation Limited**  
**Office of Chief Financial Officer**

Regd. Office: PSEB Head Office, The Mall Patiala- 147001  
 Phone No. 0175-2213223 Email: [ao-wmg@pspcl.in](mailto:ao-wmg@pspcl.in)  
 Corporate Identity Number: U40109PB2010SGC033813 Website: [www.pspcl.in](http://www.pspcl.in)

**CORRIGENDUM**

The date of Press Tender for Expression of Interest for Bid CAO/E&A/3/2014-15 for consultancy service to PSPCL for rendering consultancy service in assessing the current status of PSPCL and bench mark the performance in different areas of Generation, Sub transmission and Distribution, to validate the outcomes of previous steps by engaging key stakeholders, identifying the areas for cost cutting measures and its implementation in various segments, developing the Roadmap for the demand supply requirements etc. previously scheduled to be opened on 13.10.2014 will now be opened on 28 October, 2014 at 3.30PM as per the revised schedule detailed below, as certain clauses of the tender for Expression of Interest have been changed/amended in view of pre-bid conference held on 29.09.2014.

The revised Request for Proposal can be downloaded from website "www.pspcl.in"

Date of downloading /Purchase of Specifications	23 October, 2014
Receipt of Tenders	28 October, 2014 at 3.00 PM
Opening of Tenders	28 October, 2014 at 3.30 PM
Cost of Specification	Rs.2500/-

  
**Deputy Chief Accounts Officer/A&R**  
**For Chief Financial Officer,**  
**PSPCL, The Mall**  
**Patiala-147001(Punjab)**

**PUNJAB STATE POWER CORPORATION LIMITED**

**CONSULTANCY SERVICES**

**TO**

**PSPCL**

**in**

Assessing the current status of PSPCL and bench mark the performance in different areas of Generation, Sub-transmission and Distribution, to validate the outcomes of previous steps by engaging key stakeholders, identifying the areas for cost cutting measures and its implementation in various segments, developing the Roadmap for the demand supply requirements etc.

**REVISED REQUEST FOR PROPOSALS**

**Bid-CAO/E&A/3/2014-15**

**(RFP)**

**CHIEF FINANCIAL OFFICER**

**APPOINTMENT OF CONSULTING/PROFESSIONAL FIRMS  
National Competitive Bidding (NCB)**

# **PUNJAB STATE POWER CORPORATION LIMITED**

## **APPOINTMENT OF CONSULTING/PROFESSIONAL FIRMS**

### **National Competitive Bidding (NCB)**

#### **Bid-CAO/E&A/3/2014-15**

- (1) Keeping in line with the provisions of the Electricity Act 2003, the Punjab State Electricity Board (PSEB) has been restructured and unbundled vide Govt. of Punjab, notification no. 1/9/08-EB (PR) 196 dated 16.04.2010, into two successor companies, viz.:
- Punjab State Power Corporation Limited (PSPCL), to undertake the Distribution, Sub transmission, Trading and Generation Businesses, and
  - Punjab State Transmission Corporation Limited (PSTCL), to undertake transmission of electricity to the State along with the operation of SLDC functions. PSTCL has been notified as the State Transmission Utility.
- (2) Sealed tenders in three part (Part I EMD, Part II Proof of Eligibility & Technical proposal and Part III Financial Proposal) are invited by the undersigned on behalf of PSPCL from eligible Consulting/Professional Firms (no consortium or subcontract shall be allowed) for providing consultancy service in assessing the current status of PSPCL and bench mark the performance in different areas of Generation, Sub-transmission and Distribution, to validate the outcomes of previous steps by engaging key stakeholders, identifying the areas for cost cutting measures and its implementation in various segments, developing the Roadmap for the demand supply requirements etc.
- (3) The broad eligibility criteria for selection of consulting firm would be as below:-
- a) The Consulting/Professional firm should have minimum experience of 3 years in the areas covered under the scope with one or more state/UT power utility in India or abroad.
  - b) The Consulting /Professional firm should have directly worked for at least 2 Indian states/ UTs under power sector reform program.
  - c) Annual turnover (average of last 5 years and in each of the preceding two years) of the firm should be **equal to or more than Rs. 10.00 crores** from Consultancy profession. Annual Turnover should be as per the duly audited annual accounts by the statutory body like Chartered Accountant.
- (4) "REQUEST FOR PROPOSAL" containing eligibility criteria, terms of reference and general terms & conditions etc can be downloaded from our website <http://pspcl.in> against non-refundable cost of Rs. 2500/- (two thousand five hundred only) in the form of demand draft in favour of Accounts Officer/Cash, PSPCL payable at Patiala. This cost for document of "REQUEST FOR PROPOSAL" must be furnished in a separate envelope along with the tender failing which the tender of the firm shall not be accepted.

- (5) The bid documents can be downloaded up to **23<sup>th</sup>, October, 2014** & tender should be submitted in sealed cover and delivered at the address given below latest by **28<sup>th</sup> October, 2014** up to **3.00 PM**. which shall be opened on the same date at **3.30 PM**.
- (6) In case the due date of tenders happens to be a holiday, tenders shall be received and opened at the same time on the next working day.
- (7) The documents for the cost of tender, EMD, Eligibility and Technical bids will be **opened at 3.30 PM on 28<sup>th</sup> October, 2014** at the address given below in the presence of authorized representatives of the bidders, who may like to attend. The part III i.e. Financial proposal of only those bidders shall be opened who are short listed on the basis of qualifying criteria and technical evaluation. The date and time for opening of part III of the bids will be intimated to the qualifying firms.
- (8) The Consultant shall be required to submit fixed Earnest Money of **Rs. 5,00,000/- (Rupees Five Lakhs only)** in the form of **demand draft** favoring '**Accounts Officer/Cash ,PSPCL** payable at **Patiala** along with the tender. If the Earnest money is not submitted with the proposal or is not found in order, the Technical proposal will not be opened and the bid will be rejected. The cost of tender, Earnest Money Deposit, proof of eligibility, technical proposal and financial proposal each shall be properly bound separately with all pages numbered serially. The earnest money is adjustable against security deposit of the successful bidder and in case of tender not accepted, is refundable within 30 days of issue of letter of award of the successful bidder.
- (9) Based on overall evaluation of Technical bids of the short listed bidders and their financial bids, PSPCL will appoint the consulting firm (hereinafter referred to as Consultant)
- (10) The offer should be valid for 120 days from the date of opening of Part I of the bid.
- (11) PSPCL reserves the right to reject any or all tenders without assigning any reason and no claim on this account shall be acceptable.
- (12) Any other information/detail required in this regard can be had from the office of undersigned or from website **<http://pspcl.in>**.
- (13) The interested bidder may contact for pre bid conference.

**Chief Financial Officer  
PSPCL, Patiala  
Ph. & Fax No. 01752213223**

## Request for Proposal

**Regarding: Providing consultancy service in assessing the current status of PSPCL and bench mark the performance in different areas of Generation, Sub-transmission and Distribution, to validate the outcomes of previous steps by engaging key stakeholders, identifying the areas for cost cutting measures and its implementation in various segments, developing the Roadmap for the demand supply requirements etc.**

### 1. INTRODUCTION

- 1.1 You are required to submit Proof of Eligibility, Technical Proposal and Financial Proposal, for consulting services required for the Assignment named in the attached Data Sheet. Your Proposal could form the basis for future negotiations and ultimately a contract between your firm and the PSPCL (“Client”).
- 1.2 A brief description of the assignment and its objectives are given in data sheet.
- 1.3 The Assignment shall be implemented as indicated in the Data Sheet and TOR and as determined by PSPCL.
- 1.4 You must familiarize yourself with local conditions and take them into account in preparing your Proposal. To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to power utilities before submitting a Proposal.
- 1.5 Please note that
  - (i). The costs of preparing the proposal and of negotiating for the contract, including a visit, shall be borne by your firm and are not reimbursable as a direct cost of the Assignment; and
  - (ii) PSPCL is not bound to accept any of the Proposals submitted.
- 1.6 PSPCL policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.7 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
  - (i). A firm, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.

- (ii). Consultants or any of their affiliates shall not be hired for any assignment, which, by its nature, may be in conflict with another assignment of the consultants.

## **2. DOCUMENTS COMPRISING THE RFP**

- 2.1 To enable you to prepare a proposal, please use attached documents as listed in the data sheet.
- 2.2 Firms requiring a clarification of the document must notify PSPCL, in writing before the pre-proposal meeting to be held on as indicated in data sheet.
- 2.3 At any time before the submission of Proposals, PSPCL may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. The amendment shall be notified on our website and shall be binding on all the firms. PSPCL may at its discretion extend the date and time for the submission of Proposals.

## **3. PREPARATION OF PROPOSAL**

You are requested to submit proof of eligibility, a technical and a financial proposal. Your proposal shall be written in the language specified in the Data Sheet.

### **Proof of eligibility**

- 3.1 You are requested to provide information regarding proof of eligibility in the format attached in Appendix-I and Appendix-IA

### **Technical Proposal**

- 3.2 You are expected to examine all terms and conditions included in the documents. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the technical proposal, you must give particular attention to the following:
  - (i) The key professional staff proposed should be permanent employees of the firm.
  - (ii) Proposed professional staff must have adequate experience for the assignment, preferably under conditions similar to those prevailing in the country.
  - (iii) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- 3.4 Your technical proposal should provide the following information using but not limited to the attached Standard Forms (Appendix-II):
  - (i) The technical Submission Form (Appendix-II-A)
  - (ii) A brief description of the firm's organization and an outline of recent experience on assignments (Appendix-II-B) of a similar nature.

- (iii) Description of the methodology (work plan) by which the firm proposes to execute the services, illustrated, as appropriate, with the work plan. (Appendix-II C).
- (iv) The composition of the proposed staff team, the position and the tasks that would be assigned to each staff team member (Appendix-II D).
- (v) Latest CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Appendix-II E). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments.
- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key staff team member. (Appendix-II F)
- (vii) Any additional information requested in the Data Sheet.

3.5 The technical proposal shall not include any financial information.

#### **Financial Proposal**

- 3.6 In preparing the financial proposal, consultants are expected to take into account the requirements and conditions of the revised RFP documents. The financial proposal should follow Standard Forms (Appendix-III). It should list all costs associated with the Assignment. These normally cover; remuneration for staff (in the field and at headquarters), accommodation (per diem, housing), transportation (for mobilization and demobilization), equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys etc;
- 3.7 The Financial proposal must take into account all taxes, duties, TA/DA, Boarding/lodging and everything necessary except service tax. The service taxes shall be quoted separately in the prescribed format.
- 3.8 The bidder shall quote the total cost for items 1 to 3A mentioned in the Appendix III Financial Proposal submission form, individually , whereas for item 3B monthly rate on man-month's basis(including holidays) of a team consisting of at least three members including one as team leader. For evaluation purpose the cost of item 3B shall be considered for one year period.

#### **4. SUBMISSIONS OF PROPOSAL**

- 4.1 You must submit one original copy of the proposal and the number of copies indicated in the Data Sheet. Each copy of the Proof of Eligibility & Technical Proposal and Financial proposal shall be separately sealed and put in an outer envelope, which shall bear the address and information indicated in the data sheet.  
**Note:** - Proof of Eligibility & technical proposal and Financial Proposal shall be properly in bounded form, separately with all pages numbered serially and by giving an index of submission.

- 4.2 The Firm shall be required to submit fixed Earnest Money of **Rs. 5,00,000/-** (Rupees Five Lacs only) in the form of demand draft favouring **Accounts Officer/Cash PSPCL**, payable at **Patiala** along with the tender.
- 4.3 The outer envelope shall include three separate envelopes; one clearly marked "Tender cost & EMD", second one marked as "Proof of Eligibility, & Technical proposal" and third one clearly marked as "Financial proposal". All the three envelopes containing two nos. of copies should be marked "Original" or "Copy" as appropriate and a soft copy in the shape of CD/DVD. The Tender cost & EMD to be submitted only with the "Original"
- 4.4 If the Tender cost or/& Earnest money is not submitted with the proposal or is not found in order, the Technical proposal will not be opened and the bid will be rejected. If there are any discrepancies between the original and the copies of the Proposal, the original shall govern. An authorized representative of the firm is required to give initials on all pages of the proposal. The representative's authorization is confirmed by a written power of attorney or copy of Board Resolution accompanying the Proposal.
- 4.5 The part III i.e Financial proposal of only those bidders shall be opened who are short listed on the basis of qualifying criteria. The date and time for opening of part III of the bids will be intimated to the qualifying firms.
- 4.6 The proposal must not contain any interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the authorized person or persons who sign(s) the Proposals.
- 4.7 The completed technical and financial proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened. The proof of eligibility and technical proposal shall be opened on the date and time indicated in the data sheet.
- 4.8 The proposal should be valid for the number of days stated in the data sheet from the date of its opening prescribed in the data sheet, during which you must maintain the available professional staff proposed within this period for the assignment.

## **5. PROPOSAL EVALUATION**

- 5.1 The following procedure shall be adopted in evaluating the proposals.
- (i) **Evaluation of Proof of Eligibility Document** - The Evaluation committee appointed by PSPCL shall carry out its evaluation of the proof of eligibility from the documents submitted by bidder in the format / form given in Appendix-II. If any firm does not fulfill eligibility criteria, its technical evaluation shall not be done and its financial bids shall also not be opened.
- (ii) **Technical evaluation:** which shall be carried out prior to Financial Proposals are taken into consideration.



(iii) **Financial evaluation:** Financial evaluation of only those firms shall be taken which are considered eligible and are technical suitable.

5.2 Firms shall not contact the Client on any matter relating to their Proposal from the time of the opening of the technical proposal to the time the contract is awarded. If a firm wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated in the Data Sheet but before opening of tender. Any effort by the firm to influence the Client in the Client's Proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

#### **Evaluation of Technical Proposals**

5.3 The evaluation committee appointed by the PSPCL will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score. A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet as may be determined by the evaluation committee of PSPCL.

#### **Evaluation of Financial Proposals**

5.4 The financial Proposals of only those firms shall be opened which fulfills qualifying criteria and are technically & commercially suitable as per evaluation committee report. The evaluation committee will determine whether the financial proposals are complete. The work shall be awarded to the bidder having highest score with approval of the competent authority.

5.5 The PSPCL reserves the right of negotiation with qualifying bidders (firm) after the Technical and Financial Evaluation.

### **6. AWARD OF CONTRACT**

6.1 The contract shall be awarded after negotiations if required with the successful firm.

6.2 In case there is only single eligible bid or only one bidder qualifying after proof of eligibility and technical evaluation, the PSPCL reserves the right to award the assignment to the qualifying bidder after successful negotiations.

### **7. CONFIDENTIALITY**

7.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm.

**DATA SHEET****Information to Consultants****Clause****Reference**

1. **The name of the client is:**

**Punjab State Power Corporation Limited  
The Mall Patiala**

**Name of the Assignment:**

Providing consultancy service in assessing the current status of PSPCL and bench mark the performance in different areas of Generation, Sub-transmission and Distribution, to validate the outcomes of previous stems by engaging key stakeholders, identifying the areas for cost cutting measures and its implementation in various segments, developing the Roadmap for the demand supply requirements etc.

2. **Description and the Objectives of the Assignment**

The Punjab Govt. split the Punjab State Electricity Board (PSEB) into the Punjab State Power Corporation Limited to manage generation, sub-transmission and distribution and the Punjab State Transmission Corporation (Transco) to look after transmission in 2010.

Given the reforms undertaken by the Govt, there have been a number of positive developments such as the PSPCL is moving towards self-sufficiency in power, overall reduction in AT&C losses, substantial addition of sub-transmission and distribution capacity and financial turnaround.

The objective of this exercise is to independently assess the benefits of the reform process and benchmark the PSPCL with other leading utilities of the country. Further, there is a need to develop the roadmap for the future including further restructuring of the sector if required to achieve the overall objective of power sector reforms. The proposed assessment shall carry out detailed analysis to recommend road map for the future.

**The detailed scope of work has been defined in the attached Terms of Reference and commercial terms and conditions.**

3. The RFP has been revised on the basis of Pre-bid conference held on 29.9.2014
4. The Documents are:
  - (i). Appendix-I: Formats for proof of eligibility
  - (ii). Appendix-II: Formats for Technical Proposal

- (iii). Appendix-III: Formats for Financial Proposal (Separate Sealed Envelop)
  - (iv). Appendix-IV: - The Terms of Reference (TOR)
  - (v). Appendix-V- General Terms and Conditions
  - (vi). Appendix-VI-Format for Contract Agreement along with Annexures.
5. The details of the contact person and address for correspondence and submission of the proposal is

**Chief Financial Officer  
PSPCL Patiala  
Ph. & Fax No.01752213223**

6. The language(s) to submit proposal is: English
7. Reports, which are part of the assignment must be written in the following languages: English.
8. The firm must submit an original and one additional copy of each proposal along with a soft copy in the shape of CD/DVD.
9. The proposal complete in all respect shall reach PSPCL on or before 28<sup>th</sup> October, 2014 up to 3.00 PM. The proposal submission address is:

**Chief Financial Officer  
PSPCL Patiala  
Ph. & Fax No.01752213223**

10. The Earnest Money Deposit and Cost of Tender document (Part I), proof of eligibility & technical bid (Part II) shall be opened on **28<sup>th</sup> October, 2014 at 3.30 PM** in the office of **Chief Financial Officer** PSPCL Patiala.

The Cost of tender & EMD (Part I) shall be opened first and if it is not found in order, the technical/financial proposal shall not be opened and the tender shall be rejected. If the Cost of tender & EMD is in order, the Technical Proposal shall be opened.

Financial proposal (Part III) of only those bidders shall be opened who are short listed on the basis of qualifying criteria & technical evaluation. The date and time for opening of part III of the bids will be intimated to the qualifying firms.

11. The Proposal must remain valid for 120 days after date of opening of Part I of Bid. PSPCL may by a written notice request the bidders to extend the validity of the proposals
12. **Proof of Eligibility Criteria** The Consulting firms are required to fulfill the following essential conditions of eligibility criteria:

- a) The Consulting/Professional firm should have minimum experience of three years in the areas covered under the scope with one or more state/UT power utility in India or abroad.
- b) The Consulting /Professional firm should have directly worked for at least two Indian states/ UTs under power sector reform program.
- c) Annual turnover (average of last 5 years and in each of the preceding two years) of the firm should be equal to or more than Rs. 10.00 crores from Consultancy profession. Annual Turnover should be as per duly audited annual accounts by the statutory body like Chartered Accountant.
- d) The supporting details and clients certificate in support of points at (a) to (c) be attached along with the bid.

### 13. **Selection Method**

The selection of consultants shall be based on Quality and Cost Based Selection method.

- The technical proposal shall be evaluated based on several criteria as mentioned under "Technical Criteria". Each responsive Proposal will be given a technical score (St).
- The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points. The financial scores of other proposal shall be computed as follows.

$$Sf = 100 \times Fm / F$$

Where F = amount of Financial Proposal

- Combined Quality and Cost Evaluation – The total score shall be obtained by weighting the combined quality/ technical and cost scores and adding them, as follows:

$$S = St \times Tw + Sf \times Fw$$

Where S = total score

St = combined technical score

Sf = combined financial score

Tw = weight assigned to technical score i.e 0.7

Fw = weight assigned to financial score i.e 0.3

For example, if the combined technical score is 80, financial score is 90, then the total score (S) works out to

$$S = 80 \times 0.7 + 90 \times 0.3 = 83$$

The successful applicant shall be the applicant having the highest total score. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score shall be ranked first.

#### 14 Technical Criteria

The bidding entity (no consortium or subcontract shall be allowed) shall be rated on the following parameters.

	Criteria	Marks
1.	The bidder should demonstrate continuous engagement in areas covered under the scope with one or more state power utility for more than 3 years (3 years – 5 Marks, 4 years - 10 Marks, 5 years - 15 marks. More than 6 years – 20 marks)	20
2.	The bidder should have directly worked for at least 2 Indian states/UTs under power sector reform program (1 state – 5 Marks, 2 state – 10 Marks, 3 state – 15 Marks, 4 or more state/UT – 20 Marks)	20
3.	The entity should demonstrate strong credentials in new areas such as renewable space wherein it has assisted one or more state utility in distributed generation using renewable (1 engagement – 3 Marks, 2 engagements – 6 Marks, 3 engagements – 9 Marks More than 3-10 Marks)	10
4.	Experience in undertaking projects that required looking at cost optimization of power plants either during construction or operation phase (1 engagement – 3 Marks, 2 engagements – 6 Marks, 3 engagements – 9 Marks, More than 3-10 Marks)	10
5.	Demonstrated experience in undertaking feeder-wise energy audit.	5
6.	Demonstrated experience of working with regulator	5
7.	Team composition – personnel on the roll of consultant.	30
	a) Person from premier institute with more than 20 years of experience in energy and infrastructure with demonstrated capabilities in looking at fuel aspects, power projects, regulatory interface, infrastructure funding experience, experience in generation, transmission and distribution of power (6 Marks)	
	b) Person with at least 20 years of experience in power projects implementation. (6 Marks)	
	c) Person with at least 15 years experience with strong capabilities of attracting investments in the power sector (6 Marks)	
	d) Person with at least 12 years of experience having extensive regulatory experience – case 1/2 bidding, Renewables, Transmission, Distribution aspects(6 Marks)	
	e) Qualification and experience of Proposed supporting Term members. (6 Marks)	
	Total Marks	100

**Minimum Technical qualifying score = 60 marks**

**APPENDIX-I****(i) CONSULTANCY ASSIGNMENTS HANDLED BY THE CONSULTING FIRM**

(Supporting Statements to Clients' certificates may be furnished with full details of the ASSIGNMENTS carried out)

**(ii) Annual Turnover from Consultancy profession for the last FIVE Financial Years Ending 2012-13**

Sr. No.	Particulars	2012-13	2011-12	2010-11	2009-10	2008-09
I	Annual turnover from consultancy profession					

**Attach supportive statutory audited financial statements**



**Appendix-II. Technical Proposal - Standard Forms**

- A. Technical proposal submission form.
- B. Firm's references.
- C. Approach paper on methodology and work plan for performing the assignment.
- D. Composition of the team.
- E. Curricula vitae of proposed professional staff.
- F. Team Composition and Task Assignment.
- G. Undertaking by the firm to the effect that the firm shall not pay any Commission etc. or engage any Commission agent or liaison agent for dealing with PSPCL in any matter.



**APPENDIX II-A**

**Technical Proposal Submission Form**

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

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

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

Ladies/Gentlemen:

Subject:      Consultancy Services for -----

-----Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**APPENDIX II-B****Firm's References****Relevant Services Carried Out that Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:			Country:	
Location within Country:			Professional Staff Provided by Your Firm/entity(profiles):	
Name of Client:			No. of Staff:	
Address:			No. of Staff-Months; duration of assignment:	
Start (Month/Year):	Date	Completion (Month/Year):	Date	Approx. Value of Services (in Rs):
			No. of Months of Professional Staff, provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:				
Narrative Description of Project & Services Provided:				

Firm's Name: \_\_\_\_\_

**APPENDIX II-C**

**Consulting Firm's Name:  
Approach Paper on Methodology and Work Plan for performing the assignment**

**APPENDIX II-D****Composition of the Team Personnel, And Task(s) of each Team Member****1. Technical/ Managerial Staff**

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

**2. Support Staff**

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:

The consultant is required to submit the CVs of 4 no. Technical/Managerial Staff (Group/module leader) including Project Manager and all the staff proposed to work on each Group/segment and support staff.

**APPENDIX II-E****Format of Curriculum Vitae (CV) for Proposed Professional Staff**

Proposed Position: .

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_

Detailed Tasks Assigned: .

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]*

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Date:**

***[Signature of staff member and authorized representative of the Firm]***  
***Day/Month/Year***

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representative:** \_\_\_\_\_

**APPENDIX-II-F**

**TEAM COMPOSITION AND TASK ASSIGNMENTS**

	Name	Position	Reports Due/Activities	Months (in the form of Bar Chart)												Number of months		
				1	2	3	4	5	6	7	8	9	10	11	12			
1.																	Subtotal(1)	
2																		Subtotal(2)
3																		Subtotal(3)
4																		Subtotal(4)

Signature:

(Authorized Representative)

Full Name:

Title:

Address:

**APPENDIX III****Financial Proposal Submission Form**

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Consultants' Services for -----  
----- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and financial proposals). Our attached financial proposal is inclusive of statutory taxes and duties TA/DA, boarding, lodging and everything necessary except service Tax. The financial proposal for each item is as under:

Cost in 

For Consultancy Services	Cost (including Taxes & Duties and Duties levies etc. excluding service Tax		Service Tax @	Total Amount	
	In figure	In Words		In figure	In Words
1. Assessment of current status of the PSPCL and benchmark					
2. Developing the Roadmap for PSPCL given the benchmarking report and the demand supply requirements					
3A. Identify the areas for cost cutting measures in Generation, Sub-transmission and Distribution in various segments					
3B. Implementation of cost cutting measures in Generation, Sub-transmission and Distribution in various segments					

**Note: The bidder shall quote:**

- Cost for items 1 to 3A individually.**
- Monthly rate for item 3B on man-month's basis (including holidays) of a team consisting of at least three members including one as team leader. For evaluation purpose the cost of item 3B shall be considered for one year period.**

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., 120 days from the date of opening of Part-1 of the bid or up to any further extension given thereafter.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:

Service tax No.



**PUNJAB STATE POWER CORPORATION LIMITED  
TERMS OF REFERENCE (TOR)**

---

***Background***

The Punjab Govt. split the Punjab State Electricity Board (PSEB) into the Punjab State Power Corporation (Powercom) to manage generation, sub-transmission and distribution and the Punjab State Transmission Corporation (Transco) to look after transmission in 2010.

Given the reforms undertaken by the PSPCL, there have been a number of positive developments such as the PSPCL moving towards self sufficiency in power, overall reduction in AT&C losses, substantial addition of sub-transmission and distribution capacity and financial turnaround.

**Objective**

The objective of this exercise is to independently assess the benefits of the reform process and benchmark the PSPCL with other leading utilities of the country. Further, there is a need to develop the roadmap for the future including further restructuring of the sector if required to achieve the overall objective of power sector reforms. The proposed assessment shall carry out detailed analysis to recommend road map for the future.

**Detailed Scope of Works**

The following shall be the scope of work.

1. Assess current status of the PSPCL and benchmark the performance with three best-in-class power utilities of India with authenticated published data where ever available by using the firms own source.
  - a) Understand the current status of the PSPCL on key performance indicators of the power sector across Generation, Sub-transmission and Distribution. Collect last 4 years data and assess the performance of PSPCL on the identified key performance indicators. Example
    - Generation – demand – supply situation, load shedding.
    - Sub-transmission (up to 66 KV) – losses, network augmentation.
    - Distribution – quality and reliability of power supply etc.
  - b) Benchmark the current performance with three best-in-class power utilities in India with authenticated published data where ever available by using the firms own source.
    - Metering, Billing and Collection
    - Customer Service
    - Operation and Maintenance of Electricity network
    - Loss Reduction
    - Regulatory Management (including Tariff determination)
    - Commercial aspects and Financial Management
  - c) Engage key stakeholders including customers (utility, industrial, commercial agricultural, residential consumers, employees, suppliers, Pb. Govt., Bankers, REC, PFC etc. ) to validate the outcome of the previous step.(The broad list of the stake holders will be supplied to the successful bidders)

- d) Assess the regulatory proceedings in the state and comment on the overall maturity of the utilities to take up and resolve regulator issues
- e) Develop a performance and Benchmarking Report for PSPCL

#### Key Deliverables

- Performance Report on Key Performance Indicators
  - Summary of Stakeholders Feedback
2. **Developing the Roadmap for PSPCL given the benchmarking report and the demand supply requirements**
- a) Assess areas of improvement and roadmap for each segment including but not limited to the following
    - i. **Generation** – Medium and long term initiatives for
      - Reduction power purchase cost
      - Efficiency improvement – operation and maintenance processes etc.
      - Promotion of distributed generation – RPO, reduction of losses, substation level pv
      - Power procurement plan
      - Measures to improve reliability, PLF
      - Fuel management
    - ii. **Sub-transmission (up to 66 KV)**
      - Transmission loss reduction, improving system availability, quality and reliability
      - Setting up new transmission projects and use of Central/ other innovative financing
      - Efficiency improvement measures
    - iii. **Distribution**
      - Loss reduction through automation in billing and collection processes.
      - Improving Customer Service – Centralized Call Centres, call handling, continuous customer feedback, customer perception managing etc.
      - Sustenance – Demand side Management (DSM), renewable energy, managing peaks, Energy efficiency initiatives.
      - Real time monitoring
      - Energy fund for ensuring financial sustenance.
  - b) Carry out the cost benefit analysis for each initiative and resource requirement.
  - c) Engage stakeholders including customers (utility, industrial, commercial agricultural, residential consumers, employees, suppliers, Pb. Govt., Bankers, REC, PFC etc. ) to take buy-in-on these initiatives.(The broad list of the stake holders will be supplied to the successful bidders)
  - d) Develop a detailed implementation plan covering timelines, responsibilities, resources and process for continuous improvement.

#### Key Deliverables

- Key initiatives evaluation report
- Roadmap

3. To identify the areas for cost cutting measures and implementation of same in Generation, Sub-transmission (up to 66 KV) and Distribution in various segments like.

- Material procurement
- Inventory Management
- Disposal of surplus/ obsolete material
- Operation and maintenance of plants
- Identification of idle/ underutilized assets
- Optimum utilization of resources including manpower
- IT intervention for achieving transparency and efficiency

Key Deliverables

- Report on key areas identified for cost cutting measures
- Roadmap for implementation of cost cutting measures

**Activities and Timelines**

Sr No	Activities	Deliverables	Time line
1	Report on Assessment of current status of the PSPCL and benchmark the performance with best-in-class power utilities of India	<ul style="list-style-type: none"> <li>• Performance report on key performance indicators</li> <li>• Summary of stakeholder's feedback</li> </ul>	<p>Draft report for all the 3 activities within 6 months from the date of award of contract</p> <p>Final report within 2 months from the date of submission of draft report or within 1 month from the date of submission of comments on draft report whichever is later.</p>
2	Report on developing the Roadmap for PSPCL given the benchmarking report and the demand supply requirements	<ul style="list-style-type: none"> <li>• Key initiatives evaluation report</li> <li>• Road map</li> </ul>	
3A	Report on Assessment of identifying the areas for cost cutting measures in Generation, Sub-transmission and Distribution in various segments	<ul style="list-style-type: none"> <li>• Report on key areas for cost cutting measures</li> <li>• Roadmap for implementation of cost cutting measures</li> </ul>	
3B	Implementation of cost cutting measures in Generation, Sub-transmission and Distribution in various segments	Implementation	The implementation support shall be provided for 12 months from the date of acceptance of final report.

***Expected Skill Sets***

The consultant's team should have an appropriate mix of experience and expertise in India or abroad in energy and infrastructure with demonstrated capabilities in looking at fuel aspects, power projects, regulatory interface, infrastructure funding experience, experience in generation, transmission and distribution of power, and have strong capabilities of attracting investments in the power sector

### ***Team Composition***

The consultant is required to submit the CVs of 4 no. Technical/Managerial Staff (Group/module leader) including Project Manager and all the staff proposed to work on each Group/segment and support staff. These teams should be adequately staffed and appropriately structured to ensure smooth functioning of the assignment. The teams should consist of persons with relevant professional background and experience according to each functional area of the assignment. For handholding support, the consultant must include an expert in each of the segment/module area.

### ***Support from PSPCL.***

PSPCL will provide to the Consultant:

- Any information that is necessarily required for understanding the processes including interviews by relevant staff/ officer;
- Adequate time with the relevant personnel for meetings and discussion, subject to due notice, provide timely feedback on deliverables;
- Reasonable space in PSPCL's offices while working on this assignment; and
- Any other data, service, facilities, etc. as mutually agreed.

### **Submission of Bid Document**

The Bidders are required to submit their proposal in three parts (i) Cost of tender and EMD (ii) Proof of eligibility and Technical proposal (iii) Financial proposal.

The Technical proposal shall cover the following documents:

- Technical proposal submission form as per Appendix IIA.
- Firm's references as per Appendix-IIB.
- Approach paper on methodology and work plan for performing the assignment as per Appendix-IIC.
- Composition of the team and task(s) of each team member as per Appendix-IID & E.
- Curricula vitae of proposed professional staff as per Appendix-IIF.

The Financial Proposal shall be as per the format provided in Appendix-III.

## Appendix-V

### General Terms & Conditions

#### General Instructions to be observed by Tenders

1. The following instructions must be carefully observed by all Tenderers. Quotations/tenders not strictly in accordance with these instructions will be liable to be rejected.
  - i. The tender must be complete in all respects. The following points should carefully be studied in order to ensure submission of a complete and comprehensive tender. Failure to comply with any of these instructions or to offer brief explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise competitively lowest offer. Further before submission of the tender, the Tenderers are required to make themselves fully conversant with the scope of work, payment and penalty clause, general terms & conditions etc
  - ii. The tenders shall be submitted in duplicate and all copies shall be separately tagged and marked as Original/Duplicate as the case may be alongwith a soft copy in the shape of CD/DVD.
  - iii. The tenders shall be submitted in three parts i.e. Part-I, Part-II & Part-III. Each part will be enclosed in a separate envelope duly super-scribed on the envelope as under. All the three envelopes will be further enclosed in a larger envelope. The following procedure will be adopted for the opening of tenders.
    - a) Part-I Cost of Tender Documents & Earnest Money: The first part will consist of Cost of Tender Documents & Earnest Money in the form of Demand Drafts in favour of Accounts Officer/Cash PSPCL payable at Patiala.
    - b) Part-II Proof of eligibility & Technical bid: The second part will consist of documentary evidence with regard to qualifying conditions and other documents as mentioned in Data Sheet/Various Appendix.
    - c) Part-III Financial Bid: The third part will consist of the Financial bid.
    - d) The tenderer shall supply a list of two authorized persons with their signatures duly attested on the firm's pad so that they may represent on behalf of the firm and participate in the opening process of the tenderers. The firm shall supply one such copy in the tender and one copy should be with the authorized person otherwise he will not allowed to participate in the opening of tender.
    - e) The tenderer revising their offer or withdrawing the same within the validity period after opening of the tenders are liable to be ignored/black listed.

Firstly the main envelope containing the bids will be opened in the presence of the bidders/representatives who choose to be present at the time, date and at the prescribed address. After opening the main envelope, the envelope marked Part-I (Cost of tender specification & Earnest Money) shall be opened first and if the cost of specification & earnest money will be found to be as per the requirement of the specifications, only then the envelope marked Part-II shall be opened. The bids without earnest money and cost of tender specification shall be out rightly rejected.

After opening Part-II of the bids (Proof of eligibility & Technical bid), the bids will be technically & commercially evaluated by PSPCL. The Part-III will be opened in respect of those tenderers who are short listed on the basis of qualifying criteria and evaluation done by PSPCL as mentioned in Part-II. The date and time for opening Part-III of the bids will be intimated to the qualifying firms. The financial bids (Part-III) will be opened in the presence of the representative of the qualifying bidders who choose to be present.

2. PSPCL reserves the right to modify specifications at any time and to reject any or all the tenders received without assigning any reasons. It will not be responsible for and will not pay for expenses or losses that may be incurred by the tenderer in the preparation of the tenders.
3. Tenders shall be received in the office of Chief Financial Officer PSPCL Patiala up to specified hours on the due date given in the tender notice and shall be opened at the fixed hours in the presence of tenderers or their representatives who may like to be present. In case the due date of receiving/opening of tenders happens to be a holiday, tenders shall be received and opened at the same time & place on the next working day.
4.
  - (i) Rates should be **FIRM** inclusive of all statutory taxes & duties, TA/DA Boarding, lodging and everything necessary except service tax which will be paid extra at the rate applicable at the time of payment.
  - (ii) The rate quoted should be given in figures and words and any overwriting, erasion, cutting etc. should be legibly signed or avoided. Hand written rates will not be accepted.
5. **CO-ORDINATION WITH OTHER AGENCIES**  
During the course of consultant's work, the Consultant is to make his best effort to work in harmony with others in the best overall interest of the PSPCL and comply with instructions for making alternative arrangements at any time for maintaining the work scheduled at no extra cost to the PSPCL.
6. **ASSIGNMENT OR TRANSFER OF SUB CONTRACT**  
The consultant shall not without the prior written approval of the Accepting Authority assign or transfer the Contract or any part thereof, any share, or interest there-in to any other person. The consultant shall not sublet any portion of the Scope of work without the prior written approval of the PSPCL.
7. **COMPLIANCE TO REGULATIONS AND BYE LAWS**  
The consultant shall conform to the provision of any Statute relating to the work and regulations and bylaws of any local authority and of any Central/State Departments or Undertakings with whose system the work is proposed to be connected. Consultant shall be bound to give notice required by Statue Regulations or Bylaws and to pay all fees and taxes payable to any authority in respect thereof.
8. **CHANGE IN CONSTITUTION OF FIRM AND ADDRESS**  
  
In case of any change in the constitution of the firm the same shall be forthwith notified by the consultant to the PSPCL for its information. Any change in the address of the consultant shall also be intimated to the PSPCL.
9. **SECURITY DEPOSIT**
  - i) The successful tenderer shall be required to provide security deposit for faithful execution of the work order/contract at the rate of five percent (5%) of

value of work order. No interest shall be payable to the consultant on the amount of security. Earnest Money received with the tender shall be converted into security deposit and the balance, if any shall be retained by PSPCL from the amount payable as per the Payment Schedule proportionately from each bill towards the Security Deposit.

ii) The security deposit of the consultant shall be released by PSPCL within six months from the date of faithful execution of work order/contract in all respect.

iii) **FORFEITURE OF SECURITY DEPOSIT.**

In the event of default on the part of consultant in faithful execution, security deposit shall be forfeited by PSPCL. The forfeiture of security deposit shall be without prejudice to any other rights arising or accruing to the PSPCL under relevant provisions of contract like penalty/damages for delay or risk execution of work including suspension of business dealings with PSPCL for a specific period.

#### **10. EXTENSION OF TIME**

- i. If the consultant desires an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in execution or of any other ground he shall apply in writing to the Chief Financial Officer PSPCL and the PSPCL may if in its opinion there are reasonable grounds for granting extension, allow such extension as it thinks necessary or proper. The decision of the PSPCL in this regard shall be final and binding.
- ii. For any delay in work on account of act of omission or commission on the part of the PSPCL only extension of time will be agreed for the period so lost and no compensation would be given on this account.

#### **11. FORCE MAJEURE.**

During the pendency of the Contract, if the performance in whole/part by either party or any obligation there under is prevented/delayed by causes arising out of any war, hostility, civil commotion, acts of the public enemy, sabotage, fire, floods, explosions, epidemics or under order/instructions of Central/State Government/P SERC Regulations, strikes lockout, embargo, acts of Civil/Military authorities or any other causes beyond their reasonable control, neither of the two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of Force Majeure conditions, provided that the happening is notified in writing (with documentary proof) within 30 days from the date of the occurrence.

#### **12. DEDUCTIONS OF AMOUNTS DUE TO PSPCL.**

Any excess payment made to the consultant inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to PSPCL by the consultant in respect of this contract or any other contracts of work order or on any account whatsoever may be deducted from any sum whatsoever payable by the PSPCL to the consultant either in respect of this contract or any work order of consultant from any other account by any other office of the PSPCL.

**13. NEGLIGENCE AND DEFAULT CLAUSE**

In case of negligence on the part of consultant to execute the order/contract with due diligence and expedition and to comply with any reasonable orders given in writing by the PSPCL in connection with the Contract or any contravention in the provisions of the contract, the PSPCL may give 21 days notice in writing to supplier/Consultant to make good the failure or neglect or any Contravention and if the consultant fails to comply with the notice within, time considered to be reasonable by the PSPCL, it will suspend/terminate business dealings with the consultant for a specific period apart from claiming reasonable compensation/damages, forfeiture of security etc.

**14. CANCELLATION**

The PSPCL reserves the right to cancel the work order as a whole or in part at any time or in the event of default on the part of the consultant prior to the receipt of information regarding taking in hand of the work.

**15. LEGAL**

- i) Consultant will indemnify PSPCL against any liability or damages by way of compensation arising from any accident to person or property of persons in the consultant's employment.
- ii) Consultant shall indemnify PSPCL against any liability or damages by way of compensation arising from any accident to any other person related to or unrelated to consultant or PSPCL.
- iii) Consultant shall bear the entire responsibility, liability and risk relating to coverage of workforce under different statutory regulations including but not limited to Workmen Compensation Act, ESI Act, Factories Act, Contract Labour Act 1970 etc. and other relevant regulations, as the case may be for the personnel in the consultant's employment.
- iv) Consultant shall be fully responsible for payment of benefits including but not limited to Provident Fund, Bonus, Retrenchment Compensation, Leave Encashment, etc. as per statutory provisions for the personnel in the consultant's employment.
- v) Necessary payment and liabilities as mentioned at (i to iv) above shall be the responsibility of consultant irrespective of payment received from PSPCL or otherwise.
- vi) All taxes and other levies payable to government and or local authorities in respect of these works shall be the responsibility of the consultant.

**16. ARBITRATION**

- i) If at anytime any question of dispute or difference what so ever shall arise, between the PSPCL and the Consultant upon or in relation to or in connection with work order/contract, either party may forthwith give to the other notice in writing of the existing of such question, dispute or difference and the same shall be referred for sole arbitration of a nominee of the PSPCL who shall give a reasoned/speaking award. The award of



the sole arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act 1996 and of the rules there under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply and be incorporated in the contract/work order. The Sole Arbitrator shall be any officer of the PSPCL whose name is approved by the CE/HRD of the PSPCL. It will not be objectionable if the Sole Arbitrator is an officer of the PSPCL and he has expressed his views on all or any of the matter in question of dispute or difference.

- ii) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be fixed as between solicitor and client or as between party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- iii) The work under the contract shall, if reasonably possible continue during the arbitration proceedings and no payment due or payable by the PSPCL shall be withheld on account of such proceedings.

**17. CANCELLATION OF CONTRACT FOR INSOLVENCY, ASSIGNMENTS OR TRANSFER OR SUB LETTING OF CONTRACT.**

The Accepting Officer, without prejudice to any other right or remedy which shall accrue thereafter to PSPCL, shall cancel the contract in any of the following cases:-

- (a) If the firm or any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being in force or make any conveyance or assignment of its/effect of composition or arrangement for the benefit of his creditor or purport to do so, or if any application he made under any Bankruptcy Act for the time being in force the sequence of his Estate or if a trust deed granted by him on behalf of his creditors.
- (b) Assigns transfers, sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior approval of the Accepting Officer.
- (c) Whatever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the work by any means at consultants risk and expense provided always that in the event of the cost of completion (as certified by the PSPCL which is final and conclusive) being less than the contract cost, the advantage shall accrue to the PSPCL and that if the cost of completion exceeds the money due to the Consultant under the Contract the consultant shall either pay the excess amount ordered by the PSPCL or the same shall be recovered from the consultant by other means.

**18. SPECIAL POWERS OF DETERMINATION.**

If at any time after the acceptance of the tender, PSPCL shall for any reason whatsoever not requires the whole or any part of the work, to be carried out, the PSPCL shall give notice in writing to the fact to the consultant who shall have no claim to any payment of compensation or otherwise on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in

consequences of the foreclosing of the work. He shall be paid at contract rates, for the full amount of the work executed including such additional works, as may be rendered necessary. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of workforce but which could not be utilized, as verified by the PSPCL. Neither shall the consultant have any claim for compensation on account of any alterations having been made in the original specifications nor instructions involving any curtailment of the work as originally contemplated.

**19. UNDERTAKING**

The tenderers will have to give an undertaking that they shall not pay any commission etc. or engage any commission agent or liaison agent for dealing with PSPCL in any matter. **This undertaking is required to be supplied along with the documents to be supplied in Part-II of the tender, failing which their offer/tender is likely to be ignored.**

**20. PAYMENT CLAUSE**

No advance payment shall be made to the firm and all payment of activities as mentioned above will be released along with the applicable taxes. The consultancy service charges payable to the firm as per terms of the contract shall be released in the following manner:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Percentage</b>
<b>1.</b>	On submission of draft report	40% of the rate of individual item
<b>2.</b>	On submission of final report	40% of the rate of individual item
<b>3</b>	On acceptance of final report by the Competent authority	Balance 20% payment
<b>4</b>	On submission of bi-monthly report on Implementation of cost cutting measures	Bi-monthly basis

**21. PENALTY CLAUSE**

The time allowed for carrying out the work as prescribed, shall be strictly observed by the consultant and shall be reckoned from the date of commencement of work. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence (time being deemed to be the essence of the contract on the part of the consultant) and the consultant shall pay as penalty an amount equal to one half percent (0.5%) of the fee payable for every week, of delay, if the work remains unfinished beyond the contract completion period, provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent (10%) of the fee payable and such penalty shall be chargeable only in the event the delay is attributable to the Consultant.

**22. COMMENCEMENT OF ASSIGNMENT**

The date of commencement of assignment shall be the date of execution of contract agreement i.e. within 10 (ten) days from the date of issue of letter of intent.

**23. PERIOD OF CONTRACT AGREEMENT**

The period of contract agreement shall expire upon successful completion of assignment.

**24. LETTER OF INTENT AND EXECUTION OF CONTRACT AGREEMENT**

Acceptance of the bid proposal by PSPCL shall be communicated to the successful bidder by issue of Letter of Intent. The successful bidder shall accept the Letter of Intent within 7 (seven) days from the date of issue Letter of Intent by returning a duly signed copy thereof and shall enter into a Contract agreement with PSPCL within 10 (Ten) days of issue Letter of Intent on Non-judicial stamp paper of requisite value with Chief Financial Officer. Stamp duty is to be borne by the bidder. The bidder shall furnish security deposit as per clause 9 above before signing the contract agreement.

**25. LIABILITY CLAUSE**

Notwithstanding anything stated hereinabove, the liability of the Consultants shall be governed by the clause as follows.

PSPCL agrees that the Consultant shall not be liable to the Client for any losses for an aggregate amount in excess of the fees paid by the Client to the Consultant under the Contract.

**26. TERMINATION OF AGREEMENT**

If the work entrusted is not proper and to the satisfaction of PSPCL, then the payment will not be released and if the work of the consultants continues to be unsatisfactory, the agreement shall be terminated by PSPCL by 10 days notice at any time during subsistence of this agreement. The same will be entrusted to another consultant and the extra expenditure incurred by PSPCL will have to be borne by the consultants.

**27. JURISDICTION**

Jurisdiction for filling any suit in case of any dispute shall be the Civil Courts at Patiala

**APPENDIX VI**

**CONTRACT AGREEMENT FORM**

**(To be entered on a Non-Judicial Stamped Paper of Rs. 15/- only)**

This contract agreement made this.....day of.....in the year..... between the ..... hereinafter called 'Owner' and M/s.....having their Regd. Office at .....hereinafter called 'Consultant for providing for.....in accordance with Owners Enquiry No.....dated.....and Consultants proposal No.....Dated.....

This is in confirmation of the advance acceptance notified in the owner letter No.....dated.....wherein the Owner has accepted the proposal of the Consultant for the consultancy of.....as per Work Order No.....dated.....

In view of the foregoing the owner and the consultant have agreed to the scope of work and the terms and conditions of the order settled between them.

The NIT/Tender Specification, the consultant proposal and related correspondence and the work order acknowledge/accepted (with amendment thereof) by the consultant form part of this agreement. This agreement contains.....pages.

In witness whereof the parties here to have affixed their signature on the day, month and year written as above.

**CONSULTANT**  
Witness 1. \_\_\_\_\_  
Witness 2 \_\_\_\_\_

**OWNER**  
Witness 1 \_\_\_\_\_  
Witness 2 \_\_\_\_\_