

19<sup>th</sup> December, 2009

Subject: Empanelment of IT Consultants under R-APDRP

Sir,

We are pleased to inform you that you have been empanelled as the IT Consultant under R-APDRP, a flagship programme of Government of India. The empanelment is valid for a period of 3 years and is subject to review half yearly.

We propose to have an intensive interaction amongst concerned executives of your company, PFC and Ministry of Power. In this regard, a meeting is proposed to be held in **Power Finance Corporation** office in **New Delhi** on **Friday, 23rd January 2009 at 10 a.m.** You are requested to bring the copy of the letter along with terms and conditions (enclosed herewith) duly signed as a token of acceptance on the day of the meeting. The same is required before you take up any assignment with the utilities.

PFC would like to emphasize that the assignment is very prestigious and MoP/PFC expects that you will be able to fulfill the responsibility entrusted to you to make the programme a grand success. PFC is looking forward to a fruitful association with you.

Thank you

Yours sincerely,

Sd/-

S K Urmalia

GM (APDRP)

Encl: Terms and conditions

<p>An initiative of</p>  <p>Ministry of Power, Government of India</p>	<h2 style="margin: 0;">Restructured Accelerated Power Development and Reforms Programme</h2> <p style="margin: 0;">Empanelment of IT Consultants</p>	<p>Nodal Agency</p>  <p>Power Finance Corporation Ltd.</p>
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### TERMS AND CONDITIONS

#### 1.1 Purpose

Empanelment of IT Consultants for Part-A of R-APDRP

#### 1.2 Name of the Empanelling Authority

Power Finance Corporation Ltd. (PFC), Urja Nidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 shall be the empanelling agency and be known as the Nodal Agency

#### 1.3 Period of Empanelment

The period of empanelment is 3 years from the date of Empanelment i.e. \_\_\_\_\_.

#### 1.4 Cancellation of Empanelment

The period of empanelment is subject to cancellation of Empanelment (de-listing) due to any of the reasons mentioned hereunder.

- If the IT Consultant is found to have submitted false particulars / fake documents for securing enlistment.
- The IT Consultants performance on the job will be constantly monitored for quality, commitment to delivery period mentioned in contract with the utility, adherence to the guidelines, Statutory regulations, Conduct / Discipline etc., while executing jobs. Any deviations from stated conditions can lead to appropriate deterrent action as deemed fit by Nodal Agency.
- If the IT Consultant refuses to execute the job at his agreed scope/quoted rates, after the utilities issue the letter of intend (LoI)
- Manipulation of rates by cartelization shall be viewed very seriously by Nodal Agency. If such a situation comes to the notice of Nodal Agency and/or there are reasons / circumstances for Nodal Agency to believe so, the concerned IT Consultants will be called in to give justification of proposal/rates quoted by them. If they are not able to give a proper or satisfactory justification of their quoted proposal/rates, their empanelment is liable to be cancelled.
- Any other reason deemed fit by Nodal Agency for cancellation

If empanelment is cancelled due to any of the above reasons, the IT Consultant will not be considered for subsequent empanelment for a period of three years.

#### 1.5 Updates to Empanelment

Henceforth till further advice, final empanelled list of IT Consultants will be updated once in a year. Existing empanelled IT Consultants need not submit any fresh RFQ for revalidation of empanelment till expiry of validity of their empanelment i.e. three years from date of empanelment. Nodal Agency will also conduct periodic review of the empanelled IT consultants and may seek required clarifications/documents at any point of time.

#### 1.6 Re-Empanelment

After the expiry of normal validity period, all the vendors are required to re register submitting all the necessary documents. IT Consultants should apply for Re empanelment at least 3 months prior to expiry of validity.

#### 1.7 Conflict Of Interest

1.7.1) The IT consultant and any of its affiliates/consortium members hired to provide services for the proposed assignment in a particular project area, will not be eligible to work as any of the empanelled implementation agencies/ consultants in that specific project area. i.e. the IT Consultant and affiliates cannot

- Directly or through its consortium partners bid as IT Implementation agency for R-APDRP, in the specific project area for which they are the IT consultants
- Get associated as Consultant / Advisor/ Implementation Agency or in any other capacity with any of the agencies taking part in the bid process of the concerned utility during the implementation of the R-APDRP

1.7.2) Nodal Agency considers a conflict of interest to be a situation in which an IT Consultant has interests that could improperly influence that IT Consultant's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.

1.7.3) The IT Consultant should not participate in more than one RFQ in this RFQ process. Participation by a Bidder or Lead Member in more than one RFQ will result in the disqualification of all RFQs in which it is involved.

1.7.4) IT consultant for a utility cannot participate in the bidding process of IT implementing agency by the same utility.

1.7.5) For any given project area, the IT consultant and the IT implementation agency cannot be the same. An IT Consultant and IT implementation agency may be considered to be in a conflict of interest with one or more parties in this process if they have controlling shareholders in common;

1.7.6) Participation by IT Consultant with a conflict of interest situation will result in the disqualification.

#### 1.8 Subcontracting

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

#### 1.9 Rights of Use

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

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### 1.10 Intellectual Property

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

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

The IT Consultant shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the IT Consultant shall keep the utility 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 IT consultant or its personnel during the course of performance of the Related Services. In case of any infringement by the IT Consultant, the IT Consultant shall have sole control of the defense and all related settlement negotiations.

### 1.11 Area of Work

Any where in the state or union territory of India

### 1.12 Confidentiality

The IT Consultant/Consortium and the personnel of either of them, shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the owner.

### 1.13 Role of IT consultant

These RFQs have been invited for the IT Consultancy Services assignment such as to cover the objectives and Roles as defined below to carry out GoI's Restructured APDRP (for XI Plan) in Part A and any other relevant task that may be assigned by the utility for fulfillment of objectives of R-APDRP. The scope of work mentioned below is indicative in nature; the final scope of work will be issued by the utilities in their RFP document.

#### Role of IT Consultant:

- Handhold the utility for implementing SRS, including 'As-is' study, integration aspects, etc.
- To assist utilities in customizing the model bid document to deliver project area(s)/utility specific bid document
- Assist utilities in filling in the DPR, and answering any queries raised by Nodal Agency
- Conduct the end to end process in selecting the IT implementation agency (NIT->Pre-bid conference->Bid submission->Technical and Commercial Evaluation->Price Bid Evaluation->Final Vendor Selection->Contractual assistance)
- Program management of the implementation, till complete go-live

### 1.14 Outline of Tasks to be carried out

IT Consultant shall be appointed by the utilities from the list of empanelled members, through a bidding process. The IT CONSULTANT may be encouraged to have a high-level understanding of the ongoing IT initiatives of utilities and prior to submitting their proposal.

Following are some of the indicative activities that shall be under the purview of the IT consultants. However the scope and extent shall not be limited to the same and shall be suitably modified by the utility.

- 1) 'As is' study: IT CONSULTANT may carry out the 'As is' assessment of the utilities in order to ascertain the extent of availability of existing data and systems. In addition existing IT systems usability should be studied and the compatibility of the same being integrated into the new IT system should be assessed.
- 2) Coordinate with the utility in preparing customized framework for DPR and assist them in populating with required data related to assets, customers etc.
- 3) The IT consultant should ensure that all the existing legacy systems are integrated with the solutions that are lined up by the IT Implementation Agency (ITIA), and capable of generate enterprise-wide MIS reports. The IT consultant should ensure that legacy systems and the new solutions lined up by ITIA are tightly integrated and do not remain stand-alone and perform on real time (timely and accurate) basis as envisaged in SRS document.

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- 4) Site Readiness: IT Consultant may define the appropriate operational environment for the project area(s) and should provide a site-readiness checklist to the utility. The IT Consultant may also provide site certification after inspecting the site readiness for deployment of envisaged project (if required by utility).
- 5) DPR preparation: The IT CONSULTANT may be responsible for assisting utility in preparation of DPR. Model template for the same may be provided to the utilities, which in turn may work with the consultants to customize and make it specific for the respective project area. Assistance in filling the DPRs may be the responsibility of the IT CONSULTANT. The final DPR submitted to Nodal Agency should be certified for suitability and viability within the framework of SRS document and R-APDRP guideline for the respective project area(s) by the IT Consultant.
- 6) Coordinate with Utility for answering queries to Nodal Agency: IT CONSULTANT may be responsible for preparing responses to the queries raised by the Nodal Agency. Adequate support will be provided by the utilities to the consultants
- 7) Assistance to utilities for placement of contract for implementation: IT CONSULTANT may be responsible for preparing the RFP document for the utilities, based on the model bid document provided to the IT CONSULTANT. The phasing of the implementation can be broken down in terms of geographical (project area) coverage in a sequential/parallel manner. However within one project area, IT CONSULTANT cannot float multiple RFPs. Activities including but not limited to floating the RFP, pre-bid conference, technical and commercial evaluation, interaction with bidders and clarification of queries, price proposal evaluation, final vendor selection, contractual assistance, supervise the performance of the IT Implementation Agency and providing completion certificates may be under the scope of work for the IT CONSULTANT.
- 8) Procurement & Inspection: IT CONSULTANT may supervise the procurement process carried out by the IT Implementation Agency (ITIA). During the process of procurement, IT CONSULTANT may represent the utilities to ensure that the procurement of hardware/software/network components is as per the specifications and requirements of the utilities.
- 9) Testing: IT CONSULTANT may be responsible for supervision of testing done by the implementation agency in areas such as planning (preparing test plans and defining roles and responsibilities), preparation (consists of preparing test specification, test environment and test data) and execution (includes testing at unit level, integration level, system level and production). The IT CONSULTANT may also ensure proper testing of all hardware/software and related equipment is done by the implementation agency. The IT CONSULTANT may assist the utility in assessing and approving the testing plans submitted by the implementation agency.
- 10) Program Management: IT CONSULTANT may supervise the implementation process carried out by the ITIA. IT CONSULTANT needs to review the implementation plan and the timelines submitted by the ITIA and ensure that the same are as per the guidelines directed by the Nodal Agency. Overseeing successful commissioning/testing/training and go-live of the solutions may be carried out by the IT Consultants. The IT Consultants may ensure proper plan is prepared and executed by the implementation agency for training of the core-users, end-users and administrators of the system.
- 11) Utility Management Team: The IT Consultants may also provide periodic status update reports including escalations. IT CONSULTANT may provide certification for completion of all work at site as per the scope of work for the implementation agency.
- 12) Any information (progress report etc.) as and when sought by the Nodal Agency/Ministry of Power may be furnished by the IT Consultant

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

We undertake that we will open an office in the state of the contract awarding utility, should we become the successful bidder in the RFP process of the utility. We further undertake that we have read the above Terms and condition carefully and we agree to abide by all the conditions mentioned herein and that with the signing of this letter of acceptance we have bound ourselves to the terms and conditions mentioned herein.

We state that we have signed all \_\_\_ pages of this document as our acceptance. We further state, that the signing of this acceptance does not give us guarantee to be chosen as the IT CONSULTANT for any utility.

Sign:

Co. Seal:

Name:

Date: