



**GOVERNMENT OF PUDUCHERRY
ELECTRICITY DEPARTMENT**

137, Nethaji Subhash Chandra Bose Salai, Puducherry - 605 001.
Phone: 0413 – 2331556; Fax: 0413 – 2334277; e-mail: se1ped.pon@nic.in

No.331/ED/SE-I/Comp/R-APDRP/ITIA/LOA/2011-2012

Date: 24/02/2012

LETTER OF AWARD

From
The Superintending Engineer – I,
Electricity Department,
Puducherry – 605 001.

To
M/s ITI Limited,
(A Government of India Undertaking),
Jawahar Building, III Floor,
No. 17(6), Rajaji Salai, Chennai – 600 001.

M/s Navayuga Infotech Private Limited,
Empee Tower, 2nd Floor, 59, Harris Road,
Pudupet, Chennai – 600 002.

Sir,

Sub : Electricity Department, Puducherry – Appointment of IT Implementing Agency (ITIA) for implementation of IT infrastructure to be executed under PART A of R-APDRP in 4 Project Areas of the Union Territory of Puducherry – Letter of Award – Issued – Reg.

Ref : 1. RFP Identification No: R-APDRP/ITIA/2/2009 dated 07/10/2009 of TANGEDCO.
2. Detailed Project Report submitted by Electricity Department, Puducherry for 4 towns approved by M/s Power Finance Corporation, New Delhi.
3. Your offers dated 27/08/2011 and 12/09/2011.
4. Your acceptance Letter No. SR/RAPDRP/PON, Dated 23-11-2011.
5. Revised Sanction No. 02:10:RAPDRP(P-A):2010:Puducherry dated 09.11.2011 issued by M/s Power Finance Corporation, New Delhi.

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With reference to your offer third and fourth cited under reference and subsequent discussions and correspondences as cited above, it is informed that your offer furnished in consortium with M/s **Navayuga Infotech, Hyderabad**, for appointment as **IT Implementing Agency (ITIA)**, for implementation of IT infrastructure to be executed under PART A of R-APDRP in 4 Project Areas of the Union Territory of Puducherry **has been accepted** as per the Terms and Conditions as specified in the Request for Proposal and in this Work order for an amount of **₹ 12,73,89,480/= (Rupees twelve crores seventy three lakhs eighty nine thousand four hundred and eighty only)**, as per the rates approved in the 24th Steering Committee of Ministry

of Power communicated by PFC vide letter fifth cited and as indicated in the cost of services under annexure to LOA which is extracted below.

Total Cost Summary of sanction by the PFC to the ITIA	Cost in ₹.
Project Area with Customer Care Centre at Puducherry and Data Centre at Chennai	99474672
Project Area at Mahe and Disaster Recovery Centre at Madurai	12316851
Project Area Without Data Centre and Customer Care Centre at Karaikal	8094006
Project Area Without Data Centre and Customer Care Centre at Yanam	6295471
Total FMS Charges for 1 year	1208480
Total Cost with 1 year BW and 1 Year FMS charges as approved by PFC	127389480

Orders for the remaining four years Bandwidth charges and FMS charges amounting to ₹. **2,37,86,810/=** would be placed subsequently after obtaining the sanction of the Government of Puducherry.

2.0 Name of the Project

IT Implementation under Part A of R-APDRP and as specified in the RFP of TANGEDCO, first cited under reference.

3.0 Name of the Utility

**Electricity Department, Government of Puducherry,
No 137, Nethaji Subhash Chandra Bose Salai, Puducherry – 605 001,
Website: <http://electricity.puducherry.gov.in>**

In this Letter of Award, Utility / Purchaser means **Electricity Department, Government of Puducherry.**

4.0 Name of the IT Implementing Agency

In this Letter of Award, ITIA / System Integrator / Supplier means **M/s ITI Limited, Chennai** in Consortium with **M/s Navayuga Infotech Private Limited, Chennai**. The firm **M/s Navayuga Infotech Private Limited** is also a **GIS solution provider (GSP)** along with **M/s Analogics Tech India Limited** as **Meter and Data Acquisition solution provider (MDASP)** and **M/s IBM India Private Limited** as **Network Solution Provider (NSP)**.

5.0 SCOPE OF WORK

The scope of work shall include **design, engineering, supply, installation, integration, testing, commissioning and facility management service of System Integration Project covering software, hardware, field survey and networking** for the works to be executed in the four project areas of the Union Territory of Puducherry covered in the Request for Proposal of TANGEDCO cited in reference.

6.0 ELIGIBLE GOODS AND RELATED SERVICES:

For the purpose of this Clause, the term “Goods” includes hardware, software, networking equipments, bandwidth and cables; and “Related services” includes services such as insurance, transportation, associated documentation, installation, customization, integration, field survey,

testing and commissioning, training, technical support, maintenance, repair and other necessary services to be provided by the selected bidder and necessary for successful implementation of the project as specified in the contract.

7.0 ACCEPTABLE BANK

All bank related documents should be submitted only from a Nationalized/ Scheduled Commercial Bank as notified by Reserve Bank of India.

8.0 CONTRACT PRICE

The Total Contract Price works out to **₹ 12,73,89,480/= (Rupees twelve crores seventy three lakhs eighty nine thousand four hundred and eighty only)** inclusive of all taxes, duties & other incidental charges as detailed in Annexure 2: General Conditions of Contract and Annexure 3: Special Conditions of Contract enclosed along with this order.

Abstract of the price breakup is enclosed in Annexure 5: Price Schedule.

9.0 TERMS OF PAYMENT

The ITIA shall submit bills in triplicate to the Nodal officer (Superintending Engineer-II), with all supporting documents as indicated in the relevant clauses of GCC and SCC and Payment milestone for releasing the payment.

All payments under this LoA shall be made by Crossed Account Payee Cheque drawn in favour of M/s. ITI Limited.

Terms of payment mentioned in RFP, all Corrigenda's and subsequent revisions by TANGEDCO will be applicable along with this LoA.

Terms of payment are detailed in Annexure 2: General Conditions of Contract and Annexure 3: Special Conditions of Contract enclosed here with.

10.0 RECEIPT AND ACCEPTANCE

The ITIA will furnish an acknowledgement of Receipt and acceptance of this Letter of Award (LoA) within 14 days of issue of this LoA.

11.0 PERFORMANCE SECURITY

ITIA shall furnish a Bank Guarantee from any Nationalized / Scheduled Commercial Bank as notified by Reserve Bank of India. towards Performance Security as per clause 16 of General Conditions of Contract enclosed here with as Annexure 2, in favour of **The Superintending Engineer – I, Electricity Department, Government of Puducherry**, within 14 days of the date of issue of this LoA and acceptance of the LoA by the ITIA.

The Bank Guarantee amount shall be equal to 10% of the total contract price i.e. for **₹ 12,73,89,480/= (Rupees twelve crores seventy three lakhs eighty nine thousand four hundred and eighty only)** in accordance with the terms and conditions as specified in Annexure 2: General Conditions of Contract and Annexure 3: Special Conditions of Contract enclosed here with.

The Performance Security shall be valid upto Five Years from the signing of contract with a claim period of Three months thereafter.

The Performance Bank Guarantee should be submitted strictly as per prescribed format enclosed as Annexure 4-B: Contract Forms.

12.0 CONTRACT AGREEMENT

A contract agreement has to be executed by the ITIA within 14 days from the date of issue of this order and acceptance of the LoA, in the prescribed format enclosed as Annexure 4-A: Contract Forms, in Government of Puducherry Stamp paper worth INR 100/- (Indian Rupees Hundred only) along with performance security.

All the documents cited in clause no. 32 here with will form part of the agreement.

13.0 ADVANCE PAYMENT

After the Contract Agreement is signed, 10% Advance of the contract price excluding FMS charges and Bandwidth charges and Sales & Service tax will be made against Bank Guarantee of the equivalent amount to be submitted by ITIA from any Nationalised / Scheduled Commercial Bank as notified by Reserve Bank of India, in favour of **the Superintending Engineer - I, Electricity Department, Government of Puducherry, No 137, Nethaji Subhash Chandra Bose Salai, Puducherry – 606 001, India**. This Advance will be adjusted in the final bill. The validity of the Bank Guarantee shall be initially for a period of Twenty Four months from the date of issuance of LoA with a claim period of Three months thereafter. Details are indicated in Annexure 3: Special Conditions of Contract clause GCC 14.1 enclosed here with. This Bank Guarantee shall be extended as mutually agreed upon, if situation requires.

The Advance Bank Guarantee should be submitted strictly as per prescribed format enclosed here with in Annexure 4-D: Contract Forms.

14.0 TAXES AND DUTIES

The Contract Price as indicated in clause 6 here with is inclusive of all Taxes and Duties. Taxes & Duties are detailed in the clause no. 15 of Annexure 2: General Conditions of Contract enclosed.

15.0 FREIGHT AND INSURANCE

Freight and Insurance charges for transportation of material to the project sites have been included in the total Contract Price in clause 8.

Transit risk Insurance for the materials/Equipment from ITIA works/ ITIA sub-suppliers works to destination project sites and upto complete installation and commissioning will be arranged by the ITIA at their own cost. The Electricity Department, Puducherry will not entertain any charge for the same.

Refer Annexure 2: General Conditions of Contract and Annexure 3: Special Conditions of Contract enclosed here with.

As per the PFC guidelines, for converting the loan granted to utility as grant, utility needs to complete the work within 3 years from the date of approval of DPR. To assure this ITIA should complete the work within 18 months from the date of award of LoA.

16.0 LIQUIDATED DAMAGE:

Except as specified in GCC clause 30, enclosed as Annexure 2, if the ITIA fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract as per work schedule in Annexure 6, then, Electricity Department, Puducherry 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 Goods or Related 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.

In addition, the ITIA is liable to the Electricity Department, Puducherry for payment of penalty as specified in the Service Level Agreement (SLA) as enclosed in Annexure 4-C: Contract Forms.

If the Goods and Related Services supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the ITIA to meet the requirements within 14 days of being informed by Electricity Department, Puducherry, Electricity Department, Puducherry shall be free to impose any penalty as deemed fit. In addition, Electricity Department, Puducherry shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by the ITIA.

17.0 WORK COMPLETION SCHEDULE

The time of completion of the work is the essence of the contract. The entire work is to be completed strictly in accordance with the Work Schedule enclosed as Annexure 6.

18.0 WARRANTY

The warranty for this project will be guided strictly in accordance with General Conditions of Contract and Special Conditions of Contract enclosed as Annexure 2 and Annexure 3.

19.0 TERMINATION OF CONTRACT

Termination of Contract will be guided strictly in accordance with General Conditions of Contract and Special Conditions of Contract enclosed as Annexure 2 and Annexure 3.

20.0 CONTROLLING OFFICER

The Superintending Engineer – I will be overall controlling officer for implementation of the R-APDRP schemes in the Union Territory of Puducherry.

21.0 NODAL OFFICER

The Superintending Engineer-II will be the Nodal officer for implementation of the R-APDRP schemes in the Union Territory of Puducherry.

22.0 PAYING AUTHORITY

The Financial Controller, Electricity Department, Puducherry will be the Paying Authority for this Letter of Award. Bills duly certified as per clause 9 of LoA here with, will be forwarded to the Paying Authority for releasing the payment against this Letter of Award by the Consignee of the Department within Forty five (45) days of submission of invoice.

23.0 SITE OFFICERS

Will be intimated later.

24.0 CONSIGNEE

The Assistant Engineer, Computer centre will be the consignee for transfer and receipt of Goods for the project.

25.0 EFFECTIVENESS OF CONTRACT

This Contract (ie) LoA shall come into force and effect from the date of award of contract to the ITIA.

26.0 PROGRESS REPORT

The ITIA shall submit weekly progress report or as per mutually agreed work performance report to all concerned personnel of this engagement in connection with this order, with a copy to this office. The Superintending Engineer – II of Electricity Department, Puducherry will coordinate and monitor all activities of the project.

These progress report format may be changed as and when required by Electricity Department, Puducherry.

27.0 EXPERTS

The experts cited in the technical proposal must be available for the work throughout the period of this engagement. Any change of these personnel due to unavoidable circumstances shall be made with the prior approval of Electricity Department, Puducherry. Refer to Annexure 7 of LoA for details.

28.0 WORK PLAN

The ITIA shall prepare a detailed week wise work plan for implementation of this project for approval of Electricity Department, Puducherry. Any change to the approved work plan due to unavoidable circumstances shall be made only with the prior approval of Electricity Department, Puducherry.

29.0 BANDWIDTH SERVICES

- As per the PFC Guidelines released on 6/11/2009. the procurement of bandwidth will be done by Electricity Department, Puducherry directly. However, the ITIA shall recommend the Bandwidth requirements as per their proposed solution and negotiate with the respective NSP/ISP on behalf of Electricity Department, Puducherry. The quoted price in this LOA includes bandwidth charges for one year from the date of go live of the entire

project for all the 4 project areas. A separate order will be issued for the Bandwidth Charges for the remaining four years subsequently.

- The bandwidth specified in the DPR and all subsequent corrigenda is the minimum requirement for the utility. It is ITIA's responsibility to determine the actual bandwidth size in discussion with the utility. Necessary aggregated bandwidth at Data Centre end for the Meter Data Acquisition System (for GPRS Connectivity) for all the 4 towns should also be considered.
- A separate tripartite agreement has to be signed between Electricity Department, Puducherry, ITIA and NSP/ISP, if required.
- At the time of making payment to the NSP/ISP, if there is any additional price to be paid to NSP/ISP than the price quoted by ITIA, then the difference in the price will have to be borne by ITIA. Also if the value is low at the time of invoicing, then Electricity Department, Puducherry will pay the actual value.
- Any additional bandwidth requirement, if needed to meet the contractual obligations, then the extra cost would have to be borne by the ITIA.
- The bandwidth charges will be reviewed on yearly basis based on the actual tariff announced by the NSP/ISP.
- Further, any downward trend in the market price should be passed on to Electricity Department, Puducherry.
- Electricity Department, Puducherry will pay the necessary bandwidth charges to the ITIA upon raising the invoice who will pay the bandwidth charges to the Network service provider / Internet Service provider.

30.0 HARDWARE SPECIFICATIONS

The vendor should provide the detailed specifications of equipment, design calculation, server sizing to as finalized by The Power Finance Corporation, New Delhi. As the designing of the data center and meeting the performance criteria has been finalized by TANGEDCO the approval of drawing and design calculations does not absolve the vendor from its responsibility of meeting the performance standard.

31.0 LICENSING POLICY

ITIA should provide Electricity Department, Puducherry the Enterprise Wide (for entire Electricity Department, Puducherry within the four project areas) Licenses for unlimited users and unlimited time for all applications. However the ITIA shall provide software upgrades and support for a period of 5 years from the date of "Go Live" of the entire project.

32.0 ACKNOWLEDGEMENT

The Letter of Award is being issued to M/s. **ITI Limited, Chennai** in Consortium with M/s **Navayuga Infotech Private Limited, Hyderabad**, and the firm is requested to submit the following:-

- a. An **acknowledgement of Receipt and Acceptance** of this Letter of Award immediately.
- b. A Performance Security Bank Guarantee for the 10% of the contract value issued by any Scheduled Indian Bank till the completion of contract period of **five** years.
- c. Furnish a Contract agreement in the prescribed format enclosed as Annexure 4-A: Contract Forms, in Government of Puducherry Stamp paper worth **₹ 100/-** (Indian Rupees Hundred only).
- d. An Advance Bank Guarantee for a value of 10% of the contract value issued by any Scheduled Indian Bank till the completion of contract period of **two** years.
- e. The IT Implementing Agency shall inform the list of **Key staff (Resources)** proposed to be engaged for the project so as to forward the same to PFC for publishing the same in their website.
- f. The IT Implementing Agency should furnish an undertaking that they will open an office in the Union Territory of Puducherry **within 30 days** of award of work as per section III: Technical requirement of RFP.

33.0 REFERENCES:

1. TNEB RFP Identification No. R-APDRP/ITIA/2/2009 Single Stage –Two
2. Envelope Selection Procedure dated 07.10.2009.
3. Corrigenda dated 31.10.2009, 30.12.2009 & 4.01.2010 in the RFP
4. Identification No. R-APDRP/ITIA/2/2009 Single Stage –Two Envelopes
5. Selection Procedure dated 07.10.2009.
6. Price bid opened on 02.08.2010
7. LOA issued by TANGEDCO dated 14.10.2010

8. PFC approved DPR submitted by Electricity Department, Puducherry for 4 towns
9. ITIA's Offer to PED dated 12.09.2011
10. MOM of 24th Steering Committee Meeting No. 14/03/2008-APDRP dated 18/10/2011
11. PFC revised Sanction No. 02:10:RAPDRP(P-A):2010:Puducherry dated 09.11.2011

Yours faithfully


(K. Mathivanan)

Superintending Engineer - I

Encl: As above

Copy to:

1. **The General Manager (R-APDRP)**
M/s Power Finance Corporation Ltd.,
Urjanidhi, No 1, Barakhamba Lane,
Connaught Place, New Delhi – 110 001.
2. **The Deputy Secretary to Government (Power),**
Industrial Development (Power) Department, Puducherry.
3. **The Chief Engineer (R-APDRP)**
Tamil Nadu Generation and Distribution Company (TANGEDCO)
VI Floor, Eastern Wing, N.P.K.R.R Maligai, Chennai – 600 002.
4. **The Superintending Engineers – II / III**
Electricity Department, Puducherry.
5. **The Financial Controller,**
Electricity Department, Puducherry.
6. **The IT Consultants,**
M/s Feedback Infrastructures Private Limited, Gurgaon.

