

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

AMENDMENT-I

RFP No [IN-WBSEDCL-249011-CS-QCBS]

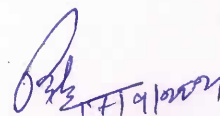
Consultancy Services for Project Management Services to support WBSEDCL in deployment of Smart Meters in West Bengal

e-Tender Notice No : IT&C/33.10(XVII-B)-World Bank-II/3926 Dated: 18-08-2021

VIRTUAL PRE-PROPOSAL MEETING HELD ON: 09.09.2021

SL. NO.	Ref. No.	RFP Provision	Clarification/ As modified/ As to be read (Stands replaced with)
1	Section 2. Instructions to Consultants Appendix 1 to ITC: (i) Specific experience of the Consultant (as a firm) relevant to the Assignment	Experience as Project Management Consultant or implementation of smart metering projects and IT projects in utilities* Documents Required: Work Orders / Letter of Award; and experience/completion certificate	Experience as Project Management Consultant or implementation of smart metering projects and IT projects in utilities* Documents Required: Work Orders / Letter of Award; and experience/completion certificate. The confidential contents in the work order / certificate (such as Price etc) may be masked before submitting. The relevant information can also be provided by the Bidder under their own signatures. However, WBSEDCL will have the liberty to ask for client verification.
2	Section 2. Instructions to Consultants Appendix 1 to ITC: (iii) Key Experts' qualifications and competence for the Assignment criteria K1- Team Leader TOR- (3-B)	K1- Team Leader Desired Experience c) The expert should have supported electricity distribution utilities for 7 years in the areas of ICT system design or implementation [especially for deploying revenue management systems such as metering / billing / collection / CRM systems]. Expert with more experience will be given extra weightage.	K1- Team Leader Desired Experience c) The expert should have supported electricity distribution utilities for 7 years in the areas of ICT system design or implementation [especially for deploying revenue management systems such as metering / billing / collection / CRM systems]. Expert with implementation experience will be given extra weightage.
3	Section 2. Instructions to Consultants Appendix 1 to ITC: (iii) Key Experts' qualifications and competence for the Assignment criteria K2- MDMS TOR- (3-B)	K2- MDMS (Meter Data Management System) Expert Desired Experience • At least total experience of 10 years. Expert with more experience will be given extra weightage. • At least 5 years of relevant experience of MDMS implementation in an AMI Project for electricity distribution utility as an MDMS expert. Expert with more experience will be given extra weightage.	K2- MDMS (Meter Data Management System) Expert Desired Experience • At least total experience of 10 years. • At least 5 years of relevant experience of MDMS implementation in an AMI Project for electricity distribution utility as an MDMS expert.
4	Section 2. Instructions to Consultants Appendix 1 to ITC: (iii) Key Experts' qualifications and competence for the Assignment criteria K3- HES TOR- (3-B)	K3- HES (Head End System) Expert Desired Experience • At least 7 years of relevant experience of implementing MDAS solution [for AMR project] or HES [for AMI Project] for electricity distribution utility as an MDAS/HES expert. Expert with more experience will be given extra weightage.	K3- HES (Head End System) Expert Desired Experience • At least 5 years of relevant experience of implementing MDAS solution [for AMR project] or HES [for AMI Project] for electricity distribution utility as an MDAS/HES expert.

SL. NO.	Ref. No.	RFP Provision	Clarification/ As modified/ As to be read (Stands replaced with)
5	Section 2. Instructions to Consultants Appendix 1 to ITC: (iii) Key Experts' qualifications and competence for the Assignment criteria K8- Business Analytics Expert TOR- (3-B)	K8- Business Analytics Expert Minimum Qualification: At least a Graduate Engg. degree or a master's degree in Computer Applications or its equivalent. Desired Experience: <ul style="list-style-type: none"> At least 10 years of experience in business analytics, data warehousing and Business Intelligence solutions, including experience of two large scale Business Intelligence projects for Electricity Distribution Sector. Such experience in implementing analytics using BI/BW/BO of SAP-ERP shall be given extra weightage. Such experience in more than two projects will be given extra weightage. 	K8- Business Analytics Expert Minimum Qualification: At least a Graduate degree. Desired Experience: <ul style="list-style-type: none"> At least 7 years of experience in business analytics, data warehousing and Business Intelligence solutions, including experience of two large scale Business Intelligence projects for Electricity Distribution Sector. Such experience in implementing analytics using BI/BW/BO of SAP-ERP shall be given extra weightage.
6	Section 2. Instructions to Consultants Appendix 1 to ITC: (iii) Key Experts' qualifications and competence for the Assignment criteria K9- Procurement Expert TOR- (3-B)	K9- Procurement Expert Minimum Qualification: At least a Graduate Engg. degree or a master's degree in Computer Applications or its equivalent	K9- Procurement Expert Minimum Qualification: At least a Graduate Engg. degree.
7	Section 2. Instructions to Consultants (ITC)	Clause 18. Confidentiality	This will be guided as per WBSEDCL policies (WBSEDCL NDA clause shall be incorporated including relevant forms) Appendix G - NON-DISCLOSURE AGREEMENT (NDA)



(Mr. Partha Bhattacharjee)
Chief Engineer, IT Cell, WBSEDCL

Appendix G - NON-DISCLOSURE AGREEMENT (NDA)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") dated Date, Month, Year ("Effective Date") is entered

BETWEEN

WBSEDCL a company incorporated under the provisions of Companies Act, 1956 and having its principal place of business at thereafter referred to as " " which expression shall mean and include its executions, administrations, subsidiaries and assigns).

AND

M/s a company incorporated under the provisions of Companies Act, 2013/1956 and having its principal place of business at thereafter referred to as which expression shall mean and include its parent, affiliates subsidiaries and assigns) WBSEDCL and collectively referred as parties.

Purpose

WBSEDCL embarked on implementing information Security Management System (ISMS) which involves disclosure of application Landscapes of WBSEDCL which are presently hosted at Data Centre and Data Recovery Centre. Such information is sensitive and confidential in nature. To protect the said confidential information both the parties desire to sign this Non-Disclosure Agreement.

Disclosure of Confidential Information

Either party may disclose to the other party either orally or in any recorded medium, information comprising or relating to its/ or its subsidiaries or franchisees techniques; schematics; designs; contracts; financial information; ERP information; SAP Modules; client data; business affairs; operations; strategies; inventions; methodologies; technologies; employees; subcontractors; pricing; service proposals; methods of operations; procedures; products and / or services (Confidential Information). Confidential Information shall include all nonpublic information furnished, disclosed or transmitted regardless its source.

Confidentiality

Either party shall use the Confidential Information solely in furtherance of the actual potential business relationship between the parties. The parties shall not use the Confidential Information in any way that is directly or indirectly detrimental to the other party and shall not disclose the Confidential Information to any unauthorized third party.

Parties shall ensure that access to Confidential Information is granted only to those of its employees or agents ("Representatives") who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such /Representatives, party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. Each party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, but in no event less than the measures it uses for its own information of similar type. Parties and its Representatives shall not disclose to any person including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual(i) the fact that any investigations, discussions or negotiations are

taking place concerning the actual or potential business relationship between the parties, (ii) that it has requested or received Confidential information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

Each party and its Representatives will immediately notify the other party of any use Of disclosure of the Confidential information that is not authorized by this Agreement. Each party and its Representatives will use its best efforts to assist the other party in remedying any such unauthorized use or disclosure of the Confidential information Either Party shall implement and follow the rules as laid down in the information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as and where apply.

The obligations contained under the agreement will not apply to the extent that either Party can demonstrate that the Confidential information: (a) was part of the public domain at the time of disclosure or properly became party of the public domain, by publication or otherwise; (b) was rightfully acquired by Receiving Party prior to disclosure by Disclosing Party; (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential information; or (d) is required to be disclosed by a government agency or by a proper court of competent jurisdiction; provided; however, that Receiving Party and its Representatives shall provide Disclosing Party prompt prior written notice of such requirement, shall consult with and assist Disclosing Party in obtaining a protective order prior to such disclosure, and shall only disclose the portion of Confidential information which it has been advised by written opinion of counsel is legally required to be disclosed and shall use its best efforts to obtain assurance that confidential treatment will be accorded such information if the protective order is not obtained or if Disclosing Party waives disclosure of such information.

Ownership of Material/No Warranty

Each Party retains all rights, title and interest to its confidential information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the other Party is either granted or implied by the disclosure of confidential information.

Term

This Agreement shall terminate years from the Effective Date. Receiving Party's obligations with respect to confidentiality shall expire after years from the date of disclosure.

Return of Confidential information

Upon written request of either Party, Parties and its Representatives shall promptly return to the other Party all copies of Confidential information in its possession including all copies of any analyses, compilations, studies or other documents prepared by Receiving Party or its Representatives containing or reflecting any Confidential information. Either Party shall clarify in writing that it and its Representatives have returned all such information to the other Party.

General

- (a) This Agreement shall be governed by and construed in accordance with the applicable laws of India.
- (b) Either Party agrees that breach of the provisions of this Agreement by any Party will cause the other Party and irreparable damage for which recovery of money damages would be made in court of law' is Kolkata inadequate. Receiving Party and its Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of

Kolkata, West Bengal for any actions, suits or proceedings arising out of a relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts); and further agree that service of any process, summons, notice or document by registered mail or tracked courier service to the address set for the above shall be effective service of process for any action, suits or proceeding brought against Receiving Party and its Representatives in any such court.

(c) Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties permitted successors and assigns.

(d) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

(e) No terms or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching party. No consent to, or waiver of, a breach by a party, whether express or implied, will constituted a consent to, waiver of, or excuse of any other, different, or subsequent breach.

(f) If any part of this Agreement is found invalid or unenforceable, that par will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

(g) This Agreement constituted the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, in the instant subject matter.

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Signed, Sealed and delivered by :

Shri.....representing

WBSEDCL in presence of :

Witness:

1)

Authorized signature with designation
and seal

Signed, Sealed and delivered by :

Shri.....representing

M/S..... in presence of :

Witness:

1)

Authorized signature with designation
and seal