

I. Form of Contract
CONTRACT NO: BREB/TAPP/ISPS-06/006
LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the ²² May, 2017, between, on the one hand, Bangladesh Rural Electrification Board (BREB) (hereinafter called the "Client") and, on the other hand, TATA Power Delhi Distribution Ltd (TPDDL) (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a credit from the International Development Association (IDA) toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the credit proceeds;

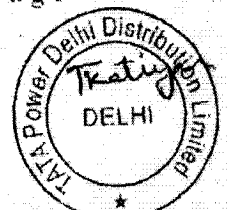
NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Bank Policy - Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursable Cost Estimates
 - Appendix E: Meeting Minutes

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

K. Kumar



- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of BREB

For and on behalf of TATA Power Delhi Distribution Ltd (TPDDL)

Debasish Chakraborty
22.5.17

T. Katiyar

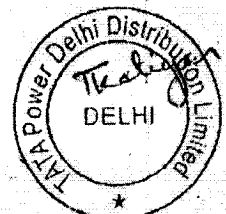
Signed by: **Debasish Chakraborty**
Title: Project Director,
TAPP Project, BREB,
Dhaka-1229, Bangladesh.

Signed by: **Tarun Katiyar**
Title: Head-Business Development
NDPL House, Hudson Lines, Kingsway Camp
Delhi-110009

Witnesses:

1. *Tamanna Kabir*
22.5.17
Tamanna Kabir
Deputy Director (Admin)
UREDS, DCSD Project, BREB, Dhaka
2. *Md. Mustafizur Rahman*
22/5/17
(Md. Mustafizur Rahman)
Assistant Director, Finance (CC)
TAPP Project, BREB, Dhaka.

1. *Vikal Anand*
VIKAL Anand
SR. MANAGER - BD
2. *Sunil Mittal*
SUNIL MITTAL
AGM- BD



CONTRACT AWARD SUMMARY OF SERVICE PACKAGE NO. ISPS-06**PROJECT: Technical Assistant Project for Institutional Strengthening of Rural Electrification Program (TAPP).****Transmission and Distribution (T & D) project of IDA, CREDIT NO.5381-BD.**

- (i) Name of Service : Consultancy Services for study, planning and improvement of BREB/PBS distribution systems by(a) Review and update the existing methodology/software used for Computing SAIDI & SAIFI(b) Improved/automated data acquisition and control, and(c) Improved network protection.
- (ii) Source of fund of Project : IDA & GOB
- (iii) Project period : July 2015 to June 2019
- (iv) Project Cost : BDT- 5793.69 Lakh (GOB-1063.69; DPA-4680.00)
- (v) Objective of the project : The Institutional Strengthening of Rural Electrification Program will strengthen the capacity of official & employees engaged in the BREB/PBSs.

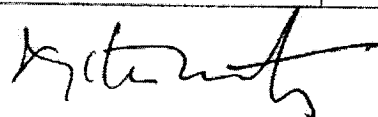
List of Shortlisted Firms:

SI	Name of the Consultant Firm, JV or Association	Lead firm Country Domicile
1.	Hifab International AB Sub-Consultant: (a) VTT Technical Research Centre of Finland Ltd, Finland. (b) e.Gen Consultants Ltd, Bangladesh.	Sweden
2.	TATA Power Delhi Distribution Ltd (TPDDL) Sub-Consultant: (a) GE India Industrial Pvt. Ltd (Division Digital Energy) (b) Engineers and Consultants Bangladesh Ltd (ECBL)	India
3.	Ernst & Young LLP (a) Sub-consultant: BSES Rajdhani power Ltd (BRPL.) IRG Development Services Ltd.	India

Submission of RFP:

One of the shortlisted firms advised BREB by e-mail, prior to the closing deadline, that they would not be submitting a proposal. The remaining 02 (two) firms/consortia submitted their technical and financial proposals prior to the deadline. List of Submitted RFP:

SI	Name of the Consultant Firm, JV or Association	Lead firm Country Domicile
1.	TATA Power Delhi Distribution Ltd (TPDDL) Sub-Consultant: (a) GE India Industrial Pvt. Ltd (Division Digital Energy) (b) Engineers and Consultants Bangladesh Ltd (ECBL)	India
2.	Ernst & Young LLP (b) Sub-consultant: BSES Rajdhani power Ltd (BRPL.) IRG Development Services Ltd.	India



Overall Technical Scores

Consultants' names	Technical scores
1. TATA Power Delhi Distribution Ltd, India	87.88
2. Ernst & Young LLP, India	76.48

Individual Technical Score

Criteria/Sub-Criteria	Maximum Scores	Consultants	
		TATA Power DDL, India	Ernst & Young LLP, India
Experience			
Experience of similar assignments of comparable size, complexity and technical speciality	5	4.46	3.38
Experience in developing countries under comparable conditions	5	4.46	4.12
Sub-total	10	8.92	7.50
Methodology			
The proposed methodology is clear and responds to the TOR	15	13.18	12.34
Work plan is realistic and implementable	10	8.44	8.50
Overall team composition is balanced, has an appropriate skills mix and the right input of Experts	10	8.38	6.68
Sub-total	35	30.00	27.52
Key Staff			
Team Leader	20	17.72	13.44
Transmission and Distribution Expert	12	10.52	8.32
System Protection Expert	9	8.14	7.60
Data Communication System Expert	9	8.14	7.60
Sub-total	50	44.52	36.96
Transfer of Knowledge (Training)	5	4.44	4.50
Total	100	87.88	76.48

Financial Evaluation:

Consultants' Names	Proposals' prices	Adjustments	Evaluated price(s)	Conversion to currency of evaluation		Financial scores	Remarks
	Amounts in US\$			Exchange rate(s)	Proposals' prices		
	(1)	(2)	(3) = (1) + (2)	(4)	(5) = (3)/(4)	(6)	-
TATA Power Delhi Distribution Ltd, India	410,400.00	(-) 53,530.00	356,870.00	-	-	100	-
Ernst & Young LLP, India	367,048.00	-	367,048.00	-	-	97.23	-

Note: TATA submitted their proposal prices including indirect local taxes & EY submitted their proposal prices excluding of indirect local taxes. We have deducted the indicated indirect local taxes from TATA's quoted price as per this column.

Combined Technical and Financial Scores

Consultants' names	Technical Evaluation			Financial Evaluation		Combined Evaluation	
	Technical scores S(t)	Weighted scores $S(t) \times T^a$	Technical rank	Financial scores S(f)	Weighted scores $S(f) \times F^b$	Scores $S(t) T + S(f) F$	Rank
TATA Power Delhi Distribution Ltd, India	87.88	70.30	1 st	100	20	90.30	1 st
Ernst & Young LLP, India	76.46	61.17	2 nd	97.23	19.45	80.62	2 nd

a. $T = 0.80$, b. $F = 0.20$

Awarded Firm: TATA Power Delhi Distribution Ltd, NDPL House, Hudson Lines, Kings- Way Comp, New Delhi-110009, India

The Contract price: USD 410,400.00 (US Dollar Four Hundred Ten Thousand Four Hundred only) **inclusive** of all direct taxes and indirect taxes.

The time period: 24 Months from signing the contract.

Scope: the assignment covers the undertaking of a study to identify present the weaknesses in computing the reliability indices SAIDI and SAIFI, and recommend measures both for more accurate measurement as well as the improvement of the system for better data acquisition and control, including improvements to the network protection practices.

