



**(A Wholly Owned Subsidiary of Power Finance Corporation Ltd. -
A Government of India Undertaking)
invites**

E-Tender

**For
Appointment of Consulting Organization
For
Assisting PFCCCL
in
Project Management Services
for
Implementation of Smart Grid in Ranchi Smart City**

Registered Office

1st Floor, "Urjanidhi" 1, Barakhambha Lane, Connaught Place,
New Delhi – 110 001

Corporate Office

9th Floor (A Wing) Statesman House, Connaught Place, New Delhi-110001
November 20, 2019

Disclaimer

1. The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of PFCCL or any of its employees, Bidders or associates, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by PFCCL to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information that may be useful to making their Bid. This RFP includes statements, which reflect various assumptions and assessments arrived at by PFCCL in relation to the Project. Such assumptions, assessments and statements do not support to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for PFCCL to consider the technical capabilities, investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PFCCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. PFCCL or any of its employees, Bidders or associates make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.
5. PFCCL or any of its employees, Bidders or associates also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
6. PFCCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
7. The issue of this RFP does not imply that PFCCL is bound to select a Bidder for the Project and PFCCL reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, traveling, food, lodging, expenses associated with any demonstrations or presentations which may be required by PFCCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PFCCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conductor outcome of the Bidding Process.

Notice Inviting Tender

E- Tender No. Smart_Grid/PMC/Ranchi Date: 20.11.2019

PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi – 110 001

Date: 20.11.2019

To Whomsoever It May Concern

- A. PFC Consulting Limited (PFCCL) invites interested Companies to participate in the bidding and selection process for Appointment of Consulting Organization for Assisting PFCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL) (the “**Project**”).
- B. This Request for Proposal (RFP) can be downloaded from www.pfclindia.com and e-bidding at www.mstcecommerce.com/eprochome/pfcc from 20.11.2019 at 18:00 hrs onwards by meeting the requisite criteria and following the procedure indicated therein.
- C. All interested parties are requested to understand this RFP in detail in order to comply with PFCCL’s requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards.
- D. All interested parties requested to strictly abide by ALL terms prescribed in this RFP and provide accurate information to the best of their knowledge without misleading PFCCL to be considered for participation this Project.
- E. The schedule of this RFP is as follows (all times indicated herein are in IST):

Event Information

S. No.	Events	Date	Time
a)	Commencement of downloading of this RFP and e-bidding	20.11.2019	18:00 hrs
b)	Pre-bid meeting	If meeting required, the same would be intimated to bidders	
c)	Last date for online bidding	11.12.2019	15:00 hrs
d)	Last date for receipt of RFP	11.12.2019	15:00 hrs
e)	Technical Bid Opening	11.12.2019	15:30 hrs
f)	Financial Bid Opening	To be intimated later	

- F. The nodal person for all inquiries, correspondence and clarifications with respect to this RFP and submission of the Bid shall be:

Name	Sh. Sachin Shukla
Designation	Vice President
Address	9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110 001
Tel	011-23443701
Email	sachin_shukla2@pfcindia.com

G. The queries related to tender and submission of bid can also be sought from the following person:

Name	Sh. Anupam Kashyap
Designation	Deputy Manager
Address	9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110 001
Tel	011-23443999
Email	anupam_kashyap@pfcindia.com

H. PFCCL reserves the right to reject any or all offers without assigning any reasons thereof.

Sincerely yours,

Yogesh Juneja
Chief Executive Officer
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi – 110 001

TABLE OF CONTENT

Sl.No.	TITLE	Page No.
1	BID INVITATION LETTER	07-24
2	BID PROPOSAL SHEET (Vol-I)	25-36
3	GENERAL CONDITIONS OF CONTRACTS (Vol-II)	37-51
4	CONTRACT AGREEMENT (Vol-III)	52-71
5	Bidder's Guide for Submitting Bid on MSTC's E-Procurement Portal	72-83

Important Dates and Amounts

Dates

S. No	Particulars	Date	Time
a)	Commencement of downloading of this RFP and e-bidding	20.11.2019	18:00 hrs
b)	Pre-bid meeting	: If meeting required, the same would be intimated to bidders	
c)	Last date for e-bidding	11.12.2019	15:00 hrs
d)	Last date for receipt of RFP	11.12.2019	15:00 hrs
e)	Technical Bid Opening	11.12.2019	15:30 hrs
f)	Opening of Financial Bid	: To be intimated later	
g)	Award of Contract to Project Implementing Consortium	: To be intimated later	

Amounts for Bidding

A.	Transaction Fee (Non-Refundable)	:	Rs. 15,000 plus GST @18%
B.	Bid Security as Demand Draft or Bank Guarantee, valid for a period of 120 days beyond the end of validity period of the bid (Refundable)	:	Rs. 1,00,000 (Rupees One Lakh only)
C.	Other Payments or Bank Guarantees for the Bidder shall be as per the terms and conditions defined in this RFP		

Note: All payments shall be made in the form of A/C Payee Demand Draft in favour of PFC Consulting Ltd. payable at New Delhi

BID INVITATION LETTER**Ref: Smart_Grid/PMC/Ranchi****20.11.2019**

.....

Subject: Electronic Tender for “Appointment of Consulting Organization for Assisting PFCCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL)”.

Dear Sir,

Government of India has launched National Smart Grid Mission (NSGM) for implementation of Smart Grid projects in various towns / Cities across the Country.

Jharkhand Bijli Vitran Nigam Ltd. (JBVNL) has appointed PFCCCL for providing assistance in implementation of Smart Grid in Ranchi Smart City for about 3.6 lakh consumers.

DPR for the project has been approved by NSGM Empowered Committee for 30% funding of Project Cost.

Online Bids are invited in single stage i.e. Technical bid & Price bid only from the firms/organizations through Open Tender in respect of Appointment of Consulting Organization for Assisting PFCCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL) (*hereinafter referred as “Project”*)

The Eligibility Criteria, Scope of Work, Deliverables, Selection Procedure and Criteria, Terms of Payment, Terms and Conditions etc. are given below:

1.0 ELIGIBILITY CRITERIA:

- i) Net Worth of the Bidder in Three Financial Years out of the last five years (i.e. FY 2014-15 onwards) should be positive. Net worth shall be as defined under the Companies Act, 2013. As documentary proof, the Bidder should submit Audited Annual financial statements, Balance Sheet and P&L Account for the respective financial years
- ii) Minimum Average Annual Turnover (MAAT) of the Bidder (Average of best Three Financial Years out of the Last Five Financial Years i.e. FY 2014-15 onwards) should not be less than INR 2 Cr as per audited annual account. MAAT means annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixed assets. As documentary proof, the Bidder should submit Audited Annual financial statements, Balance Sheet and P&L Account for the respective financial years.

- iii) The Bidder should have completed at least one (1) consultancy assignment related to Project Management Consultancy under R-APDRP/ RGGVY/ IPDS/ DDUGJY in any Indian Power Distribution Utility during the last five (05) years i.e. from Indian FY 2014-15 onwards. The work should involve project planning/ project monitoring/ coordination & supervision/ inspection/ quality monitoring etc.
- iv) The Bidder should have experience of undertaking at least one (1) consultancy assignment (completed / ongoing) related to Consultancy for Smart Grid/ Smart Metering in any Indian Power Distribution Utility during the last five (05) years i.e. from Indian FY 2014-15 onwards. The work should involve project planning/ project monitoring/ coordination & supervision/ inspection/ quality monitoring etc. In case of ongoing consultancy assignment(s) related to Consultancy for Smart Grid/ Smart Metering, the bidder should submit documentary evidence for receiving payment from the client with respect to at least 1 milestone apart from advance payment received, if any

The Bidder is required to submit the documentary proof for meeting the above eligibility criteria as per the format enclosed at Annex-1 to Schedule 2 of Covering Letter.

2.0 SCOPE OF WORK:

The scope of work for the assignment is as follows:

- I. Project Management Consultancy (PMC) services for monitoring and ensuring timely implementation of the Project. The broad indicative scope of services is as under:
 - i. **Project Planning**
 - a. This part would be supported by the ITO PMO already set-up by JBVNL who will review and approve the Engineering Design Report (EDR) and Field Implementation Plan (FIP) to be prepared by the Smart Grid Implementing Agency (SGIA).
 - b. The EDR will include
 - i) Detailed blueprint for implementation of RF canopy/ mesh and HES (finalized based on workshops with field officials of JBVNL) including proposed network architecture
 - ii) Meter reading plan
 - iii) Integration of meters, RF network and DCUs
 - iv) Integration of HES with MDMS
 - c. The FIP will include:
 - i) True-up of the actual metering points
 - ii) True-up of the type of meters (in case a category change from three phase to single phase is required or vice-versa)
 - iii) Supply coordination of meters, DCUs, RF routers and other material

iv) Timelines for integration with IT system, installation of meters, RF communication infrastructure and cloud services

- d. The role of the Bidder will be to coordinate with the contractor/ SGIA for ensuring that the documents (EDR & FIP) are prepared in a timely manner.
- e. The Bidder would also attend and facilitate data collection from various field offices for the preparation of FIP.
- f. The Bidder would also facilitate the workshops required in the field to ensure that the data is collected in a timely manner.

ii. Project Implementation

- a. Assistance to PFCCL and JBVNL in supervising the implementation of Field Implementation Plan by SGIA.
- b. Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with PFCCL, JBVNL and SGIA

iii. Project Monitoring & Supervision

- a. Assisting in checking the Bar-Chart for execution of the work on verifying the survey reports submitted by SGIA as per Field Implementation Plan.
- b. Checking and approving network drawings submitted by SGIA.
- c. Day-to-day supervision (including certification) of meter installation and coordination & monitoring for implementation of Capex projects
- d. Assist in planning, monitoring and controlling the project in most cost effective manner, ensure quality workmanship, safety & security and follow up with SGIA for implementation of the Project within the target cost estimate and time schedule.
- e. To monitor receipt and issue of material by SGIA.
- f. Visit to Sites at mutually agreed upon time period, to inspect and evaluate the construction work and where necessary clarify any decision, offer interpretation of the drawings/ specifications attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and update PFCCL and JBVNL on continual basis and render advise on actions, as may be required.

- g. Create and maintain robust framework for day-to-day project accounting. Accounting framework should be able to reflect detailed project expenditure in a real-time manner.
- h. Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with PFCCL, JBVNL & SGIA.
- i. Prepare weekly/ monthly/ quarterly physical & financial progress and associate with IT PMO appointed by JBVNL during monthly visit to field.
- j. To ensure that the work at Sites proceeds in accordance with the contract documents/ engineering plans/ drawings and to exercise time and quality controls.
- k. Providing recommendations and improvement measures
- l. Advice in a timely manner on progress, potential issues, variations or potential variations

iv. Quality Monitoring

- a. Finalize Quality Assurance (QA) Plan with SGIA
- b. To carry out Factory Acceptance Tests of material offered by SGIA
- c. To undertake regular Field Quality Inspections.
- d. Identification of the defects, if any, and get the same corrected by the SGIA
- e. Joint inspection (along with representative of JBVNL/ PFCCL) of material at site on sample basis i.e. 10% of meters

v. MIS

- a. Preparation of monthly & quarterly progress report for execution of work
- b. Daily/ weekly / monthly / quarterly reporting to PFCCL and the controlling officers of JBVNL.

- vi.** Coordination with Nodal Agencies/ MoP and any other works as may be required to achieve the objectives of the scheme.

vii. Project Closure & other related activities

- a. Recording and submission of as-built vendor data

- b. Providing an operation & maintenance manual in consultation with SGIA to be followed after completion of work
- c. Assisting JBVNL in keeping record for unforeseen circumstances during execution
- d. Provide necessary assistance to PFCCL/ JBVNL for supporting in contract closure with SGIA
- e. Preparation of reconciliation statement and closure report
- f. Assisting JBVNL in taking over the executed works

viii. Project Management Support

- a. Coordinating, following up, attending meeting(s)/ conference(s), making presentations to the agencies/ organizations/ authorities, as may be required and desired by PFCCL/ JBVNL, for obtaining clearances from concerned stakeholders like NSGM/ MoP etc.
- b. The Bidder would also interact, attend review meetings and make presentations to PFCCL/ JBVNL / NSGM/ MoP or any other agency at a time and place intimated by PFCCL/ JBVNL

- ix.** All other associated works which are not listed above but are essential for successful completion of the assignment are deemed to be included in the scope of work without any cost implication to PFCCL.

2.1 Establishment of Project Monitoring Unit (PMU) and deployment of manpower:

- 2.1.1 The Successful Bidder (“Consultant”) shall be required to establish and maintain an office in Ranchi as Project Monitoring Unit (PMU) with air conditioners, vehicle, desktop, printer, scanner, fax machine, photocopy machine, internet connection, furniture, stationary and other required infrastructures on continuous basis for the entire duration of the assignment.
- 2.1.2 As a documentary proof, the Consultant shall submit a copy of the ownership documents/ lease agreement executed between the Consultant and the owner of the office space or any other documents establishing the fact that the Consultant has opened the office in Ranchi. This office should be easily accessible and preferably be located near the head office of JBVNL.
- 2.1.3 The Consultant shall be required to deploy well-qualified and experienced manpower in Ranchi as per clause 4.1. The persons to be deployed in Ranchi should match with the job requirement of PFCCL/ JBVNL. PFCCL may ask for suitable substitution in place of the

proposed manpower, if it is found that the manpower is not suitable as per the job requirements of the assignment.

- 2.1.4 The Consultant shall be required to establish office in Ranchi within 15 days of issuance of LoA.
- 2.1.5 The Consultant shall be required to deploy manpower within 15 days of intimation by PFCCCL for each manpower listed at clause 4.1.1.
- 2.1.6 PFCCCL would have the right to depute its own manpower in the office of the Consultant in Ranchi. The office of the Consultant should have one separate room in its office to accommodate the manpower of PFCCCL with requisite infrastructure items viz. air conditioner, fan, tube lights, table, executive chair, visitor’s chairs etc.

3.0 TIMELINES:

Timeline for major activities is given below:-

S. No.	Activity	Timeline
1	Establishment of office in Ranchi	Within 15 days of issuance of LoA.
2	Reporting of Manpower in Ranchi	Within 15 days of intimation from PFCCCL for each manpower as listed in clause 4.1.1.
3	Project Management Services	24 months from the issuance of LoA Or Till completion of all activities under the scope of work in clause 2.0, whichever is later

4.0 DELIVERABLES:

4.1 Manpower to be Deployed:

4.1.1 The Consultant is required to deploy the manpower as per the following:

S. No	Team Composition	Place of Posting	Number of persons	Required Minimum Qualifications
1	Project Group Manager (Nodal Person)	Ranchi	1	Graduate in Electrical Engineering (or equivalent). At least 15 years’ experience in power distribution system in India, with a) experience of managing large scale metering projects; b) experience of working on commercial processes of distribution company. He should have experience of supervising implementation of atleast one AMR or AMI project. He should have led teams in earlier assignments of similar nature and complexity.

2	Communication Expert	Ranchi	1	Graduate in Electronics and Communication Engineering (or equivalent). At least 10 years' experience in Communications area including exposure to RF technology. Experience of supervising contracts with MPLS based communication. Experience of handling contract negotiations for optical fiber communication taken from Telecom Service Providers.
3	System Integration Expert	Ranchi	1	Graduate in electronics and communications, or computer Science or IT or electrical engineering. Experience of working on commercial IT systems in a power distribution utility. Experience of working on integration of HES/ MDAS and MDMS would be a must. Overall working experience of atleast 10 years.
4	Inspection Engineer	India*	1	Graduate in Electrical engineering or equivalent. Experience of conducting inspections of power distribution meters and factory acceptance tests for meters. Such experience for AMR or AMI meters is desirable. Overall working experience of at least 10 years
5	Field Engineer (Electrical)	Ranchi	6	At least a diploma in electrical or electronics Engineering (or equivalent). At least 3 years' experience in the power distribution system in India including experience in meter installation projects

* Based anywhere in India but should be willing to travel to Ranchi on short notice

4.1.2 Deleted.

4.1.3 The names of the Team Members proposed to be deployed by the Consultant along with their relevant experience and Curriculum Vitae shall be included by the bidder in the bid as per **Annexure- II of schedule-2** of Bid proposal sheets. PFCCL may ask for suitable substitution in place of the proposed manpower, if it is found that the manpower is not suitable as per the job requirements of the assignment.

4.1.4 All travel and boarding / lodging related expenses incurred by the Consultant's personnel for journeys to Delhi, Ranchi or anywhere in Jharkhand in connection with the consultancy services under Scope of this tender will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.

4.1.5 The Consultant should attend all the meetings conducted by PFCCL/ MoP/ NSGM/ PFC/ REC/ JBVNL / Govt. of India / Govt. of Jharkhand or any other agency in Delhi, Ranchi or anywhere in Jharkhand as per the requirements by making their own arrangements as well as prepare necessary documentations/ presentations for such meetings. No extra payment will be made in this regard.

4.3 Responsibilities of the manpower of the Consultant:

- 4.3.1 The deployed manpower of the Consultant will maintain office decorum. They will be courteous, polite and cooperative.
- 4.3.2 The deployed manpower will adhere to the office timings and follow all rules, regulations and policies as decided by PFCCL / JBVNL.
- 4.3.3 The deployed manpower shall be available in Ranchi on all working days and may be required to work and be present on holidays, as and when required.
- 4.3.4 The deployed manpower will be responsible for any damage to equipment, property and third party liabilities caused by their acts in the premise of JBVNL. They will use all equipment only for the purpose of carrying out their legitimate business of JBVNL and will not put to any other use. For any damages, the extent of damage as decided by JBVNL will be final.
- 4.3.5 The Consultant will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award.
- 4.3.6 The Consultant & its designated manpower will need to be able to work efficiently with senior management and officers of PFCCL / JBVNL.
- 4.3.7 The Consultant will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- 4.3.8 The Consultant and its designated manpower shall bring their own laptops and data card for carrying out their activities.

4.4 Penalties

4.4.1 Except as provided under clause “Force Majeure” of the Conditions of the Contract, if the Bidder fails to establish office in Ranchi within the period specified in Clause 3.0, PFCCL may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified below for each week or part thereof of delay until establishment of office. The maximum amount of agreed penalty shall be 10% of the **Lump Sum Contract Fee as per clause 9.4**. Once the maximum amount is reached, PFCCL may terminate the Contract pursuant to clause 15 of the Conditions of the Contract.

No.	Condition	Penalty as % of Lump Sum Contract Fee
a.	Delay upto 1 week in establishment of office(s) as per clause 3.0	2.5%
b.	Delay exceeding 1week but not exceeding 2 weeks	5.0%

c.	Delay exceeding 2 weeks but not exceeding 3 weeks	7.5%
d.	Delay exceeding 3 weeks	10.0%

Note: Fraction of a day in reckoning period of delay shall be eliminated if it is less than half a day.

4.4.2 Deleted.

4.4.3 Deleted.

4.4.4 A penalty of Rs 500 per day would be made towards delay in attending call/ complaints of PFCCL/ JBVNL if the same is not attended within the response time. In case of delay of more than 5 days, penalty amount would increase to Rs 1000 per day after initial 5 days. The imposed penalty would become payable immediately to PFCCL or will be deducted from any payable amount. Mechanism for registering of complaints would be mutually decided between the Bidder and PFCCL/ JBVNL.

4.5 Preparation and Submission of Reports:

4.5.1 The consultant will prepare and submit the following reports to PFCCL in the format approved by PFCCL/WBSEDCL

Sl. No.	Report	Frequency	Due Date/Time	Hard / Soft Copy	No. of Hard Copies
1.	Progress Report (Daily)	Every Day	Every Day by 11:00 hours for the progress made till the end of the previous day	Hard & Soft Copy	3
2.	Progress Report (Weekly)	Every Week	Every Monday by 11:00 hours	Hard & Soft Copy	3
3.	Progress Report (Monthly)	Every month	Before 3 rd day of the following month	Hard & Soft Copy	3
4.	Progress Report (Quarterly)	Every month	Before 10 th day of the following 3 rd month	Hard & Soft Copy	3
5.	Monthly Field Quality Inspection report	Every month	Before 3 rd day of the following month	Hard & Soft Copy	3
6.	Monthly Joint Inspection report (along with representative of JBVNL/ PFCCL) of materials at site on sample basis i.e. 10% of meters	Every month	Before 3 rd day of the following month	Hard & Soft Copy	3
7.	Quality Assurance plan	As and when required	On immediate basis	Hard & Soft Copy	3

Sl. No.	Report	Frequency	Due Date/Time	Hard / Soft Copy	No. of Hard Copies
8.	Special Reports, if required by JBVNL / PFCCL	As and when required	On immediate basis	Hard & Soft Copy	3
9.	Special Reports on any important feature aspect likes claim variation etc.	Whenever Needed	On immediate basis	Hard & Soft Copy	3
10.	Final Report	Onetime	Within 30 days of completion of services/contract	Hard & Soft Copy	3

4.5.2 The Weekly, Monthly and Quarterly Progress Report shall contain details of all meetings held with PFCCL / JBVNL, decisions taken therein, mobilization of resources (of Consultant and SGIA), detailed compliance report of each activity, progress of activities along with photography and videography of all important installations and the proposed activities for the forthcoming periods. The Report shall clearly bring out the delays, if any, along with reasons for such delay(s) and recommendations for corrective measures.

4.5.3 Final Report - The Consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of maintenance supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by JBVNL.

4.6 The deliverables shall be made by the Consultant well in time and in accordance with the mutually determined format and time schedule in consultation with JBVNL/ PFCCL.

4.7 The specifics within the deliverables for each item would be mutually worked out between Consultant & PFCCL in consultation with JBVNL.

4.8 There may be any other deliverables, which are not specifically mentioned above but may be required for successful completion of the assignment. The Consultant shall have to provide such deliverables, as may be desired by PFCCL during the course of the assignment for the successful completion of the assignment to its satisfaction.

5.0 CONTENTS OF BID DOCUMENTS:

The following documents are enclosed along with this Bid Invitation Letter for your quotation purposes:

1. Bid Proposal Sheets (Volume- I)
2. Conditions of Contract (Volume-II)
3. Contract Agreement (Volume-III)

6.0 PERIOD OF ENGAGEMENT:

The Period of Engagement shall be 24 months from the issuance of LoA or till completion of the all the work as per scope of work of the assignment, whichever is later. The Period of Engagement may be extended for 1 year of Operation & Maintenance (O&M) on mutual consent.

7.0 BASIS OF PRICE OFFER:

The price offer shall be for the assignment as per Schedule-4 of Bid Proposal Sheet and shall remain firm throughout the period of contract i.e. till completion of entire scope of work as per clause 2.0. Quoted price will be on lump sum basis for duration of 24 months for the entire Manpower to be deployed as per clause 4.1.1 inclusive of taxes and duties, all travel and stay, out of pocket expenses, cost of producing documents, cost of establishment of office etc.

Client will not be required to pay and/or reimburse anything over and above the price quoted.

However, the applicable GST shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s).

In the event of an award of contract, Income tax at source will be deducted by the Client as per law and Tax Deduction at Source certificate shall be issued to the Consultant by Client.

All travel and boarding / lodging related expenses incurred by the Consultant's personnel for journeys to Delhi, Ranchi or anywhere in Jharkhand in connection with the consultancy services under Scope of this tender will be borne by the Consultant and PFCCCL will not take any responsibility whatsoever on this account.

8.0 SUBMISSION OF BID:

8.1 The Bid shall consist of two parts "**Technical Proposal**" and "**Financial Proposal**" and should be duly submitted online using the e-Procurement Portal www.mstcecommerce.com/eprochome/pfcccl online on or before **11.12.2019 at 15:00 hrs (IST)**.

8.2 The Bidder should also submit one (1) Hard Copy of the Technical Proposal at PFCCCL (HQ), 9th Floor, Statesman House, Barakhamba Road, Connaught Place, new Delhi – 110001 on or before **11.12.2019 at 15:00 hrs (IST)**.

Note:

- a) Details of Past experience of the firm as per format provided at **Annexure-I to Schedule-2** of Bid Proposal sheets.

- b) Documentary evidence in support of past experience.
- c) The curriculum vitae of manpower as mentioned in clause 4.2.5 as per format provided at **Annexure-II of schedule-2** of Bid proposal sheets.
- d) Authorization Letter in favour of the authorized signatory as per format provided at **Schedule-3** of Bid proposal sheets.

8.3 The Financial Proposal (only online submission) should contain the detailed price offer for the consultancy services as per **Schedule-4** of Bid proposal sheet. PFCCL may call for any clarifications/ information if required.

8.4 Bidders are instructed not to approach via e-mail, fax, and telephone or contact any official in PFCCL as regards to this bid after the submission of the bids, apart from communications by PFCCL in writing, and bid of a bidder doing so shall be summarily rejected.

9.0 BID OPENING AND EVALUATION OF PROPOSALS:

9.1 Opening of Technical Proposal

The "**Technical Proposal**" of bidders will be opened online on **11.12.2019 at 15:30 hrs (IST)** in the presence of the authorized representatives of the bidders, who wish to be present.

9.2 Technical Proposal Evaluation

The Technical evaluation would be in two parts:

A. Responsiveness Check - Completeness of bid with respect to the bidding document

- i) Deleted.
- ii) The Technical Proposal should contain all documents mentioned at Para 8.1 above, duly filled and digitally signed by authorized signatory.
- iii) The Bidder should agree to the entire scope of work and deliverables. No proposal for part scope of work will be considered.
- iv) The Bidder should submit Authorization Letter in favour of the authorized signatory signing and submitting the Bid as per Schedule-3.
- v) There should be no deviations from any or all the contents of the bidding documents or conditional or alternate bids.
- vi) Details of Annual Turnover, Networth and past experience are to be provided in Technical Bid as per format provided at Annexure-I to Schedule-2 of Bid Proposal Sheet (Volume-I).
- vii) Documentary evidence (e.g. Copy of Work Order/Letter of Award/Lol/ Contract Agreement (indicating client name, scope of work, period of work etc.) along with Completion Certificate from the client on successful implementation and operation of the project or any other documentary evidence to establish that the assignment

has been completed) to be provided in support of past experience. In case of ongoing consultancy assignment(s) related to Consultancy for Smart Grid/ Smart Metering, the bidder should submit documentary evidence for receiving payment from the client with respect to at least 1 milestone apart from advance payment received, if any.

- viii) In case the Bidder is a Power Distribution Utility/ Distribution Franchisee which is having an in house experience, it should submit the documentary evidence of such experience with self-certification from authorized signatory of the Bidder.
- ix) Details of manpower as mentioned clause 4.1.1 are to be provided in Technical bid as per format provided at Annexure-II to Schedule-2 of Bid Proposal Sheet (Volume-I).

PFCCCL may call for any clarifications/ information if required. In case the Bid of a firm is not meeting any or all the above criteria, the technical evaluation of the firm will not be carried out and the bid shall be rejected outright.

B. Evaluation of experience of the firm: Maximum 100 Marks

The bidder's relevant experience in the last five years shall be considered. For this purpose, the relevant experience of the firm shall be considered (7) days prior to the last date of bid submission. Experience of the bidders would be evaluated on the following basis:

- i) Minimum Average Annual Turnover (MAAT) of the Bidder (Average of best Three Financial Years out of the Last Five Financial Years i.e. FY 2014-15 onwards) should not be less than INR 2 Cr as per audited annual account. (2 crores to 3 crores: 10 Marks, >3 crores: 20 Marks) **Max marks 20.**
- ii) The Bidder should have undertaken at least one (1) consultancy assignments related to Project Management Consultancy under R-APDRP/ RGGVY/ IPDS/ DDUGJY for any Indian Power Distribution Utility during the last five (05) years i.e. period from Indian FY 2014-15. The work should involve project planning/ project monitoring/ coordination & supervision/ inspection/ quality monitoring etc. (1 Assignment: 30 marks, 2 Assignments: 35 Marks, >2 Assignments: 40 Marks). **Max marks 40.**
- iii) The Bidder should have experience of undertaking at least one (1) consultancy assignment (completed/ ongoing) related to Consultancy for Smart Grid/ Smart Metering in any Indian Power Distribution Utility during the last five (05) years i.e. from Indian FY 2014-15 onwards. The work should involve project planning/ project monitoring/ coordination & supervision/ inspection/ quality monitoring etc. (1 Assignment: 30 marks, 2 Assignments: 35 Marks, >2 Assignments: 40 Marks). **Max marks 40.**

PFCCCL reserves the right to seek clarifications during the evaluation process of the Technical proposal.

The Bidder whose Technical Proposal is responsive and who has obtained 70% marks or more would be regarded as technically qualified Bidder and considered for opening of “Financial Proposal”. Financial Proposal of non- qualified Bidders at Technical Bid stage will not be opened online.

9.3 Opening of Financial Proposal

The “Financial Proposal” would be opened online only for technically qualified bidders. The date and time of opening of the “Financial Proposal” of the technically qualified bidders will be intimated to all technically qualified bidders. The Financial Proposal will be opened online in the presence of the authorized representatives of the bidders, who wish to be present.

9.4 Financial Proposal Evaluation

Financial Proposals of only such bidders will be opened who have been declared Technically Qualified. Financial Proposal of other Bidders will not be opened.

The Bidder has to quote **Fee of All Manpower to be deployed as per clause 4.1.1 and clause 7.0 on Lump sum basis for 24 months** (i.e. inclusive of taxes and duties, all travel and stay, out of pocket expenses, cost of producing documents, cost of establishment of office etc.) The assignment will be awarded to the technically qualified bidder who has quoted lowest **Lumpsum Contract Fee of All Manpower**, in Indian Rupees, without condition(s) or alternate price bid at the following price:

Lump sum Contract Fee = Monthly Fee of All Manpower x 24 months

The actual payment of the respective manpower would start from the date when that manpower is deployed (as per intimation by PFCCL) by the Bidder in Ranchi and would be paid till the period of engagement as per clause 6.0. However, the total payment to the Bidder during the period of engagement would not exceed the Lumpsum Contract Fee. Further, the actual payment shall be less than or equal to the Lumpsum Contract Fee depending upon the number of manpower deployed and period of deployment.

Further, Monthly Fee with respect to Inspection Engineer, who could be based anywhere in India and would be travelling to Ranchi on need basis, would be paid for the period he/ she is deployed in Ranchi.

Conditional Financial Proposals will be rejected outright.

The applicable GST shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s).

In case of more than one bidder at L1 price, the Assignment will be offered to the bidder quoting L1 price and obtaining the highest marks in the technical evaluation.

10.0 VALIDITY OF BID & BID SECURITY:

Bidders shall keep their Bids /Quotations valid up to 120 (One Hundred Twenty) days from the bid due date. Bidders may be required to further extend the validity of Bid as per the requirement of PFCCL.

The Bidder has to submit a Bid Security (Refundable to unsuccessful Bidders) of Rs. 1,00,000 as Demand Draft or Bank Guarantee, valid for a period of 120 days beyond the end of validity period of the bid.

11.0 CONTRACT PERFORMANCE GUARANTEE (CPG):

In the event of an award, the successful bidder, within fifteen (15) days of receipt of Letter of Award from Client, will be required to submit a CPG in the form of a Bank Guarantee (BG) equivalent to **ten (10) Percent of the Lump Sum Contract Fee**. The CPG should be as per Performa (at Annexure – A) and submitted one time with an initial validity of Thirty (30) months from the date of Letter of Award (LoA), which shall be extended thereafter by the Consultant till the satisfactory completion of the assignment.

12.0 CONTRACT AGREEMENT:

- 12.1 In the event of award, the selected bidder ("**Consultant**") will be required to enter into a Contract Agreement with the PFCCL within 15 (fifteen) working days from the date of the Letter of Award (LoA) or within such extended time, as may be granted by the PFCCL. PFCCL shall provide the pro-forma of the Contract Agreement.
- 12.2 Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the Consultant from Delhi State.
- 12.3 The Agreement will be signed in two originals and the Consultant shall be provided with one signed original Agreement
- 12.4 The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.
- 12.5 Till the time a 'Contract Agreement' is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.
- 12.6 The executed Contract Agreement may only be amended or supplemented by a written agreement between the parties.

13.0 TERMS OF PAYMENT:

13.1 The fee would be paid on a Monthly basis with respect to the manpower mentioned at clause 4.1.1. However, the actual payment of the respective manpower (as per intimation by PFCCL) would start from the date when that manpower is deployed by the Consultant in Ranchi and the total payment to the Bidder period of engagement as per clause 6.0 would not exceed the Lumpsum Contract Fee. Further, the actual payment shall be less than or equal to the Lumpsum Contract Fee depending upon the number of manpower deployed and period of deployment.

Note:

- All travel and boarding / lodging related expenses incurred by the Consultant's personnel for journeys to Delhi, Ranchi or anywhere in Jharkhand in connection with the consultancy services under Scope of this tender will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.
- The Consultant should attend all the meetings conducted by PFCCL/ MoP/ NSGM/ PFC/ REC/ JBVNL / Govt. of India / Govt. of Jharkhand or any other agency in Delhi, Ranchi or anywhere in Jharkhand as per the requirements by making their own arrangements as well as prepare necessary documentations/ presentations for such meetings. No extra payment will be made in this regard.

13.2 The Consultant shall submit the bills in duplicate to PFCCL addressed to Executive Vice President, PFCCL.

14.0 OTHER TERMS & CONDITIONS:

14.1 The financial proposal by bidders shall be in Indian Rupees as per format enclosed with no escalation at any stage during or after completion of assignment for any reason whatsoever.

14.2 Any Bidder who does not hold a valid PAN from Income Tax department and who is not registered under the GST Act shall not be eligible for the Contract. The GSTIN has to be quoted in Technical Proposal without which the bid is liable for rejection.

14.3 The Consultant shall make available the services of the identified personnel as may be required for successful execution of the assignment and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.

14.4 All claims shall be raised by the Consultant as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.

14.5 In case there is a delay by the Consultant in accomplishing the deliverables which in the opinion of PFCCL is attributable to the Consultant, PFCCL reserves the right to get such specific work(s) done through any other Agency(ies) at the risk and cost of the Consultant for timely completion of the deliverables.

- 14.6 In case the performance of the proposed team member(s) is not satisfactory, the Consultant will be asked to change/replace the team member(s) within three days of receipt of such request from PFCCL with a member acceptable to PFCCL.
- 14.7 Any change in the list of key personnel submitted with the bid shall be made only with the prior approval of CEO, PFCCL or as may be requested by CEO, PFCCL.
- 14.8 PFCCL with approval of CEO, can cancel the contract at any stage of work, in case it is found that knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at time of submission of the bid is found to be incorrect or the team member is not changed inspite of request made as per clause 14.3 above.
- 14.9 Given the nature of the work being entrusted, the selected organisation would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the organisation would be terminated.
- 14.10 If due to any reason or decision of the Govt/Client, the Assignment is dropped and the Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Consultant and the claims already raised and accepted by PFCCL, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- 14.11 Conflict of Interest: Consulting organisation or their Partners / any other Employee or Associate would not be hired for any work whose interests are that in conflict with their prior or current obligations to the other organisations, or that may place them in a position of being unable to carry out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL's consulting business in future. Without limitation on the generality of the foregoing, Consulting organisations would not be hired, under the circumstances set forth below:
- 14.12 Consulting organisations that have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organisations by whatever process would not be engaged. A declaration to this effect would be given by the organisation when being engaged, and if found incorrect, the Consulting organisations would be debarred from any further engagement by PFCCL ever.
- 14.13 The Consultant shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Consultant, or the Consultant's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

- 14.14 Offers received in the designated office after the due time and date mentioned above shall not be considered.
- 14.15 PFCCL reserve the right to accept or reject any or all Proposals/Offer or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- 14.16 PFCCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.
- 14.17 In case of disputes, 20% of the disputed amount shall be withheld and will be paid only after settlement of the dispute.

Yours sincerely,

For and on behalf of PFC CONSULTING LTD

(Yogesh Juneja)
Chief Executive Officer

Encl: as above

PFC CONSULTING LIMITED
(A Wholly Owned Subsidiary of Power Finance Corporation Ltd.

A Government of India Undertaking)

VOLUME – 1

BID PROPOSAL SHEETS

SCHEDULE-1**COVERING LETTER****Bidder`s Proposal Ref. No. and Date**

Person to be contacted

Designation

Telephone No.

FAX

To:

Sh. Sachin Shukla

Vice President

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

Dear Sir,

- 1.0 We, _____ (Name of consulting organization), hereby propose for ***“Appointment of Consulting Organization for Assisting PFCCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL)”***.
- 2.0 We have understood the instruction and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the scope of work laid down by you and are fully aware of nature of consultancy services required.
- 3.0 We herewith submit Technical & Financial proposal online for selection of our organization for ***“Appointment of Consulting Organization for Assisting PFCCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL)”***.
- 4.0 We are submitting our bid online consisting of:
- i) **Technical Bid** consisting of:
 - a. Technical qualification of our firm (as per format provided at Annexure I to Schedule 2 of Bid Proposal Sheets)
 - b. Documentary evidence in support of past experience.
 - c. The curriculum vitae of manpower as mentioned clause 4.1.1 of tender document (as per format provided at Annexure II to Schedule 2 of Bid Proposal Sheets).
 - d. Bid Invitation Letter along with all other documents as issued by PFCCCL duly digitally signed on each page.
 - e. Details / information as per Schedule 2 of Bid Proposal Sheets.
 - ii) **Price Offer** (as per format provided at Schedule 4 of Bid Proposal Sheets).

- 5.0 We declare that the above quoted lump sum contract fee is firm and shall remain valid for entire period of consultancy assignment. We further declare that above quoted fee includes all taxes (excluding GST), duties & levies etc. payable by us under this consultancy assignment.
- 6.0 We hereby confirm that if any Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
- 7.0 We confirm that the prices and other terms and conditions of this proposal are valid for a period of 120 days from the Bid due date.
- 8.0 We declare that services will be rendered strictly in accordance with the scope of work and we do not have any deviation to any of the terms and conditions of the bidding documents.
- 9.0 We confirm our acceptance/compliance to the `Deliverables` and `Terms of payment` clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee for ten (10) % of the Lum Sum Contract Fee in the form of bank guarantee shall be provided by us as per the prescribed format in case of placement of award.
- 10.0 We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
- 11.0 We give our unconditional acceptance/compliance to the Bid Documents issued by PFCCL. The proposal is unconditional.
- 12.0 Further, we confirm that we agree and seek no deviations from the `Scope of Work`, `Time Schedule`, `Deliverables`, `Terms of payment` and all other terms and conditions as contained in the `Bid Document`.
- 13.0 We confirm to execute the Contract Agreement as per the provisions of the Bid Document.
- 14.0 We understand that PFCCL will award the contract to the successful Consultant whose offer is substantially responsive and to be the lowest evaluated offer.
- 15.0 We confirm and certify that all information / details provided in our bid are true and correct.
- 16.0 We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organisations/clients and also do not have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organisation by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL forever.

- 17.0 We certify that all the information provided in our bid, including the information regarding the team members, are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification.
- 18.0 Further, we undertake that in the event of our appointment as Consultant, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the organisation would be terminated.

Signature of Authorized Person

Name

Designation & Company seal

Date:

Place:

SCHEDULE – 2

ADEQUACY WORK PLAN

Bidder`s Name & Address
.....
.....
.....
.....

To:
Sh. Sachin Shukla
Vice President
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi – 110 001

Dear Sir,

We hereby submit the required documents for “***Appointment of Consulting Organization for Assisting PFCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL)***” as per the following Annexures to this schedule:

- Annexure- I Annual Turnover & Experience of organization
- Annexure- II Composition of Team

The following details are to be submitted along with the offer:

1. Organizational set up of the Company/Institute
2. Details of Annual Turnover, Networth and similar assignments undertaken should be submitted as per **Annexure I of Schedule 2**
3. Documentary evidence in support of past experience.
4. Composition of Team to be deployed as per **Annexure II to Schedule 2 (Page 1 of 2)**
5. The curriculum vitae of manpower as mentioned clause 4.1.1 of the tender document as per **Annexure II to Schedule 2 (Page 2 of 2)**.

Signature of Authorized Person
Name
Designation & Company seal

Date:
Place:

Note: Details not provided as per format shall be considered as non-responsive and shall not be considered for bid evaluation.

On Company's Letter Head
DETAILS OF ANNUAL TURNOVER & NETWORTH

Assignment for “***Appointment of Consulting Organization for Assisting PFCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL)***”

S.No.	Year	Annual Turnover	Networth	Remarks
01				
02				
03				
04				
05				

It is hereby certified that the above mentioned details are true and correct.

Date:
Place

Signature of Authorized Person
Name, Designation & Company seal

Note: As documentary proof, the Bidder should submit Audited Annual financial statements, Balance Sheet and P&L Account for the respective financial years.

On Company's Letter Head
EXPERIENCE OF ORGANISATION

1. Brief Description of the Organisation:
2. Outline of experience on Assignments:

Assignment for “**Appointment of Consulting Organization for Assisting PFCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL)**” (The bidder’s relevant experience during the period from Indian FY 2010-11 onwards including the current Financial Year till date of issue of the tender.)

S.No	Name of Assignment	Brief description/ Scope of the assignment	Name of the Client	Work Order No.& date	Towns / Villages Covered		Details of Documentary evidence attached #
					Nos.	Nos.	
01							
02							
03							

1. It is hereby certified that the above mentioned details are true and correct.
2. It is hereby certified that our company has actually carried out the above mentioned work/assignments

Date:
Place

Signature of Authorized Person
Name, Designation & Company seal

Documentary evidence: e.g. e.g. Copy of Work Order/Letter of Award/Lol/ Contract Agreement (indicating client name, scope of work, period of work etc.) along with Completion Certificate from the client on successful implementation and operation of the project or any other documentary evidence to establish that the assignment has been completed to be provided in support of past experience. In case of ongoing consultancy assignment(s) related to Project Management Consultancy for Smart Grid/ Smart Metering, the bidder should submit documentary evidence for receiving payment from the client with respect to at least 1 milestone apart from advance payment received, if any.

In case the Bidder is a Power Distribution Utility/ Distribution Franchisee which is having an in house experience, it should submit the documentary evidence of such experience with self-certification from authorized signatory of the Bidder.

On Company's Letter Head**DEPLOYMENT OF PROPOSED MANPOWER
AS PER CLAUSE 4.1.1 OF DELIVERABLES****Team for Assignment**

S.No	Team Composition	Place of Posting	Name of the Person
1	Project Group Manager (Nodal Person)	Ranchi	
2	Communication Expert	Ranchi	
3	System Integration Expert	Ranchi	
4	Inspection Engineer	India*	
5	Field Engineer (Electrical)	Ranchi	
6	Field Engineer (Electrical)	Ranchi	
7	Field Engineer (Electrical)	Ranchi	
8	Field Engineer (Electrical)	Ranchi	
9	Field Engineer (Electrical)	Ranchi	
10	Field Engineer (Electrical)	Ranchi	

Signature of Authorized Person

Name

Designation & Company seal

Date:

Place:

Note: Curriculum Vitae of the Personnel listed above should be enclosed as per the suggested format at Page 2 of 2 of Annexure II to Schedule 2.

SUGGESTED FORMAT OF CURRICULUM VITAE OF CONSULTANTS TEAM MEMBERS

Name: _____

Profession/ Present Designation: _____

Total post qualification experience: _____

Years with Organisation: _____

Educational Qualification:

(Under this heading, summarise college/ university and other specialized education of staff member, giving names of colleges, etc. degrees obtained and Year of Passing/obtaining the qualification.)

Experience:

(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and client references, where appropriate.)

Language:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor').

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful mis-statement described herein may lead to disqualification of the firm.

.....
Signature of the Team Member
Name & Designation

.....
Signature of Authorized Person
Name
Designation & Company seal

Date:
Place:

AUTHORISATION LETTER
(ON THE LETTER HEAD OF THE ORGNISATION/FIRM)

I _____ certify that I am _____ of the Organisation, organised under the laws of _____ and that _____ who signed the above Proposal is authorised to bind the organisation by authority of its governing body.

Signature:

Full Name:

Address:

(Company Seal)

On Company's Letter Head**SCHEDULE- 4****Bid Proposal Reference No. and Date****SCHEDULE OF PRICE BID**

(To be submitted online as Financial Proposal)

From:

Sir,

To:

Sh. Sachin Shukla
 Vice President
 PFC Consulting Limited
 9th Floor, A-Wing, Statesman House
 Connaught Place, New Delhi – 110 001

Sub: Financial Proposal for “Appointment of Consulting Organization for Assisting PFCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL)”- Regarding

I _____ (Name) on behalf of _____ (Name of the consultant) herewith submit Financial Proposal online for selection of our organisation as Consultant for “**Appointment of Consulting Organization for Assisting PFCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL)**”

S.No	Team Member	Number of persons	Fee/ Month in INR	Total Fee/ Month in INR (i.e. Number of persons x Fee/ Month) (in Figure)	Total Fee/ Month in INR (in Words)
1	Project Group Manager (Nodal Person)	1			
2	Communication Expert	1			
3	System Integration Expert	1			
4	Inspection Engineer	1			
5	Field Engineer (Electrical)	6			
6	Sub Total				
7	Total Lump Sum Contract Fee = Sub Total X 24				

NOTE:

1. The above price is inclusive of taxes and duties, all travel, stay, out of pocket expenses, cost of producing documents etc. and PFCCL will not be required to pay and/or reimburse anything over and above the price quoted. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment. However, the applicable GST shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s).
2. All travel and boarding / lodging related expenses incurred by the Consultant's personnel for journeys to Delhi, Ranchi or anywhere in Jharkhand in connection with the consultancy services under Scope of this tender will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.
3. The price is FIRM with no escalation till completion of the Assignment.

4. The actual payment of the respective manpower would start from the date when that manpower is deployed (as per intimation by PFCCL) by the Bidder in Ranchi and would be paid till the period of engagement as per clause 6.0 of the Bid Document. However, the total payment to the Bidder during the period of engagement would not exceed the Lumpsum Contract Fee. Further, the actual payment shall be less than or equal to the Lumpsum Contract Fee depending upon the number of manpower deployed and period of deployment.
5. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the Consultant by PFCCL
6. In case of more than one bidder at L1 price, the Assignment will be offered to the bidder quoting L1 price and obtaining the highest marks in the technical evaluation.
7. The financial proposal with condition(s) or alternate price bid will be summarily rejected.
8. The offer is valid for a period of 120 days from the date of submission of Bid.
9. In case of discrepancy in offer price in figures and words, the offer price quoted in words shall prevail.

Date:
Place:

Signature of Authorized Person

Name, Designation & Company seal

PFC CONSULTING LIMITED
(A Wholly Owned Subsidiary of Power Finance Corporation Ltd.
A Government of India Undertaking)

VOLUME --II

CONDITION OF CONTRACT

For

***“Appointment of Consulting Organization for Assisting PFCCL in
Project Management Services for Implementation of Smart Grid in
Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd.
(JBVNL)”***

1.0. DEFINITION OF TERMS

- 1.1 Unless defined otherwise, the following terms used in this document shall have the meanings.
- 1.2 “**Owner**” or “**PFCCL**” or “**Client**” shall mean PFC Consulting Limited, New Delhi, India (a wholly owned subsidiary of Power Finance Corporation Ltd.) and shall include their legal representatives, successors and permitted assigns.
- 1.3 “**Specification**” shall mean the Technical Specifications and the Conditions of Contract together with Bid Proposal Sheet forming a part of the bid documents and contract and such other schedules and drawings as may be mutually agreed upon.
- 1.4 “**Notice of Award of Contract**” / Letter of Award” shall mean the official intimation from the Owner notifying the successful bidder that its proposal has been accepted and that the bidder is required to sign the contract Agreement.
- 1.5 “**Date of Contract**” shall mean the date on which both the parties have signed the Contract Agreement or any other date mentioned in the Contract/Letter of Award, as the effective date of Contract, whichever is earlier.
- 1.6 A “**week**” shall mean a continuous period of seven (7) days.
- 1.7 “**Indian Rupees**” or “**Rs.**” shall mean the mean the currency of the Government of India.
- 1.8 The “**Government**” shall mean the “Government of India” or an authorized representative/agency/department of the “Government of India”.
- 1.9 The words imparting singular shall also include the plural and vice-versa where the context so requires.
- 1.10 “**Final Report**” or “**Report**” will mean the final report or document prepared by the successful Bidder as per Owner’s Specification.
- 1.11 “**Starting Date**” shall mean the date from which the periods specified for various activities are measured and asset forth in the completion schedules. The starting date for each schedule, unless otherwise agreed, shall be as indicated in the respective schedule.
- 1.12 “**Month**” shall mean calendar month.
- 1.13 “**Day or Days**” unless herein otherwise expressly defined shall mean calendar day or day of 24 hours each. Working days in a month shall be as defined by Consultant in its offer.
- 1.14 The title or heading shall not alter or affect the intent or scope of the clause or articles of the Documents

- 1.15 The Date of Completion of Contract-Unless otherwise terminated under the provisions of any other relevant clause of the document, Contract shall be deemed to have been completed after issuance of the certification from the Owner that there is no demand outstanding against the Consultant and all liabilities under the contract have been satisfactorily fulfilled by the Consultant.
- 1.16 Words imparting “Person” shall include firms, companies, corporations and association or bodies of individuals, whether incorporated or not.
- 1.17 “**Consultant**” or “**Technical Specialist**” or “**Contractor**” shall mean the bidder whose bid has been accepted by the Owner for the award of the work and shall include his legal representatives, successors and permitted assigns.
- 1.18 “**Consultancy Assignment**” or “**Work**” or “**Study**” or “**Assessment**” or “**Services**” shall mean the complete work as prescribed in the Scope of Work of the Tender Document.
- 1.19 “**Contract**” shall mean the Contract Agreement entered into between the Owner and the Consultant, together with the Contract documents referred to therein; they shall constitute the Contract and the term “Contract” shall in all such documents be construed accordingly.

2.0 VALIDITY

The proposal shall be on firm price basis and valid for acceptance for at least 120 days from the Bid due date.

3.0 CURRENCY OF BID

All prices quoted in the Schedules of the Bid Proposal Sheets should be in Indian Rupees and all payments shall be made in Indian Rupees.

4.0 THE BID DOCUMENTS

- 4.1 This document is meant for exclusive purpose of submitting the offer by the bidder against the specification and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- 4.2 PFCCL does not bind themselves to accept the lowest or any offer or to give reasons for their decision. PFCCL reserves the right to reject any or all offers without assigning any reason.

5.0 CONTRACT PERFORMANCE GUARANTEE

The successful bidder, within Ten (10) days of from the date of Letter of Award, will be required to submit a CPG in the form of a Bank Guarantee (BG) equivalent to ten (10) Percent of the Lump Sum Contract Fee. The CPG should be as per Performa (at Annexure – A) and submitted one time with an initial validity of Thirty (30) months

from the date of Letter of Award (LoA), which shall be extended thereafter by the Consultant till the satisfactory completion of the assignment.

6.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 6.1 The Bid documents are mutually explanatory of one another. If there are varying or conflicting provisions made in any one of the bid documents, Owner shall be deciding authority with regard to the intention of the document.
- 6.2 Any errors in description, quantity or rate in Schedules or any omission there from shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.
- 6.3 If on checking any difference is found between the rates given by the Consultant in words and figures or in the total amount worked out by him in the Schedules in the proposal, the same shall be rectified in accordance with the following rules:
- a) In the event of discrepancy between description in words and figures quoted by bidder, the description in words shall prevail.
 - b) In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rate.
 - c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- 6.4 Prior to detailed evaluation, the Owner will determine whether each bid is for acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Owner's rights or the successful bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. The Owner's decision in respect of the determination of the responsiveness of a bid will be final and binding on all the bidders.
- 6.5 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the bidder correction of the non-conformity.
- 6.6 The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

7.0 SIGNATURE OF BIDS/OFFERS

- 7.1 The offer must contain the name, residence and place of business of the person or persons making the offer and must be digitally signed and stamped on each page by the bidder with his usual signature.
- 7.2 Offer by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designations(s) of the authorized partner(s) or other authorized representative(s).
- 7.3 Offers by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to furnish offer on behalf of such Corporation, Company in the matter.
- 7.4 An offer by a person who affixes to his signature the word `President`, `Managing Director` `Secretary` or other designation without disclosing his principal will be rejected.
- 7.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 7.6 Erasures or other changes in the offer shall be over the initials of the person signing the bid.
- 7.7 Offers not conforming to the above requirements of signing may be disqualified.

8.0 PROGRESSIVE PAYMENT

All payments against the services shall be paid against production of invoice in quadruplicate by the Consultant. The payment of such fees shall be released as per clause No. 13.0 (Terms of Payment) of the Bid Invitation subject to acceptance, approval and certification by the Owner.

9.0 PROCEDURE OF PAYMENT

All the invoices of payment shall be supported by necessary documents and submitted in quadruplicate for the certification of Project-in-Charge of which he will require a maximum time of seven (7) days before the same are submitted for processing the payment within thirty (30) days of certification of the Project-in-Charge of the amount payable for the services. In the event, there is any query in respect of any item of such invoice requiring clarification, the Project-in-Charge shall notify the same within 15 days of receipt of such invoice by the Owner that such a query has arisen and both the parties shall endeavor to reach an agreement within a period of thirty (30) days thereafter. If no mutual agreement can be reached within a period of forty five (45) days after receipt of the invoices by the Project-in-Charge, the Owner shall make payment against the balance of invoice (original amount less the amount in question) to the Consultant within thirty (30) days thereafter i.e. within sixty (60) days from the date of receipt of invoice by the Project-in-Charge. The invoice for the

balance amount under question shall be separately submitted for future consideration of the Owner.

10.0 LIABILITY OF THE CONSULTANT

Should any defect or inadequacy appear in the study carried out and report submitted by the Consultant prior to the date of final acceptance of the work by the Owner, the Consultant shall perform at its own initiative and free of any cost to Owner, all such services as shall be necessary to remedy the said defect or inadequacy.

The Consultant shall be further liable for the consequence of errors and omissions arising from the gross negligence on its part or on the part of its employees or associates or experts to the extent of the total contract value of this contract.

11.0 TAXES, DUTIES AND INSURANCE

All taxes (including professional tax, etc. as applicable but excluding GST duties, levies, insurance charges, license fees, etc. arising out of the contract shall be payable directly by Consultant and shall be included in the bid price for the entire scope of work. Owner will not bear any expenditure, whatsoever on this account. As regards income tax, surcharge on income tax and other corporate taxes, the Consultant shall be responsible for such payments to the concerned authorities. However, the Owner is entitled to deduct TDS as per the Government policies/tax rules and regulations.

The Consultant shall be liable to take/maintain all necessary insurance at its own cost.

12.0 PATENT

- 12.1 The Consultant shall hold harmless and indemnify the client from and against loss, damage and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on an application published prior to the completion of this Consultancy with respect to or arising out of the sue or supply of design, or any work in accordance with the designs, drawings or specifications furnished, approved or recommended by the Consultant.
- 12.2 The Consultant shall promptly notify the client in writing if the Consultant has or has acquired knowledge of any patent under which a claim or suit for infringement could reasonably be brought because of the use by the client of any information, recommendation or specifications, services rendered by the Consultant.
- 12.3 The Consultant, in such case, shall forthwith at its own cost make and furnish to the client alternative designs, drawings, specifications or recommendations to avoid the same and without putting the Client to additional cost.

13.0 SETTLEMENT OF DISPUTE

- 13.1 Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by the Project-in-Charge subject to a written appeal by the Consultant to the Project-in-Charge, whose decision shall be final to the parties hereto.
- 13.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.
- 13.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in **ARBITRATION** clause.

14.0 Arbitration

- 14.1 In the event of any question, dispute or difference arising out of or in connection with this consultancy work, whether during the progress of the work or after its completion, abandonment or breach of contract, the same shall be referred for arbitration, for which purpose the Client and the Consultant shall nominate one Arbitrator each. These Arbitrators shall appoint an Umpire not later than one month from the latest date of their respective appointment. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996, the rules framed hereunder and any statutory modifications thereof. The costs of reference and arbitration award shall be payable by the parties to the extent and in a manner as may be determined by the Arbitrators or the Umpire.

In case the Consultant is an Indian Public Sector Enterprise/Govt.Deptt. (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Consultant shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Govt. of India.

- 14.2 Notwithstanding the existence of any dispute or difference and/or reference for the arbitration, the Consultant shall proceed with and continue without hindrance with the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Consultant shall not be withheld by the Client on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.
- 14.3 The arbitrators may from time to time with consent of the parties enlarge the time, for making and publishing the award. The venue of arbitration shall be the registered office of the Owner.

15.0 Termination on Default:

- 15.1 The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to Consultant, terminate the contract in whole or in part.

- a. If the Consultant fails to deliver any or all of the services within time period(s) specified in the contract or any extension thereof granted by the Owner in writing.
 - b. If the Consultant fails to perform any other obligation(s) under the contract or
 - c. If the Consultant, in either of the above circumstances, does not cure its failure within a period of thirty (30) days after receipt of the default notice from the Owner.
- 15.2 In the event the Owner terminates in whole or in part, pursuant to Para 16.1.0, the Owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, and the Consultant shall be liable to the Owner for any excess costs for such similar services. However, the Consultant shall continue performance of the contract to the extent not terminated.

16.0 Termination for Convenience

- 16.1 The Owner, may by written notice sent to the Consultant, terminate the contact, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Owner's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.
- 16.2 The services that are completed and ready for final reporting within thirty (30) days after the Consultant's receipt of notice of termination shall be accepted by the Owner at contract terms and prices. For the remaining services, the Owner may elect,
- a) To have any portion completed and delivered at contract terms and prices and/or.
 - b) To cancel the remainder and pay to the Consultant an agreed amount for partially completed services.

17.0 Termination for Insolvency

- 17.1 The Owner may at any time terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.
- 17.2 Upon termination of the contract at any time for whatever reason by the Owner compensation shall be payable to the Consultant for all services performed satisfactorily until the date of termination. In addition the Consultant will be paid for such of those items of work, which have been partially completed as per conditions stipulated under relevant clause. The Consultant shall provide available documentary evidences to this effect, acceptable to the Owner.
- 17.3 Following issuance by the Owner of a notice of termination and prior to the effective date of such termination, the Consultant shall:

- a. Terminate performance of work in progress under the contract on the date and to the extent specified in the notice of termination.
- b. Incur no further costs for services except as necessary to complete performance of any portion of the work under the contract not terminated by the said notice.
- c. Terminate all outstanding orders, service contracts and sub-contracts to the extent that they relate to the performance of work terminated by the notice;
- d. Transfer title and deliver to the Owner in the manner, at the times and to the extent, if any, as directed by the Owner, all completed or partially completed reports, designs, data, maps, plans, photographs, specifications, and commutations, etc. which, if the contract had been continued, would have been required to be furnished to the Owner.

The termination of the contract shall not relieve the Consultant of its duties and liabilities as per the contract for the portion of the services performed prior to the effective date of termination.

18.0 Signing of Agreement

The authorized signatory of the Consultant shall be required to sign the contract agreement within fifteen (15) days of issue of Letter of Award or within such extended time, as may be granted by the Owner as per the pro-forma provided by the Owner. The Agreement will be signed in two originals and the Consultant shall be provided with one signed original Agreement.

19.0 Governing Laws

This Consultancy work shall be governed by the Indian Laws for the time being in force and the Delhi Courts alone shall have the jurisdiction.

20.0 Suspension of the obligation

20.1 The obligations stipulated in this specification can only be suspended in the case of any particular item or work, in the event of Force Majeure as defined in clause 22.0 or as the result of an agreement between the parties.

20.2 In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Specifications.

21.0 Force Majeure

21.1 For the purposes of this Contract, "Force Majeure" means an event or circumstance or combination of events and circumstances, the occurrence of which is beyond the reasonable control of either party and which materially affects the performance by either Party of its obligations under this agreement, provided such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected party and includes, but is not limited to, war, riots, civil disorder,

earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

21.2 It is however agreed that 'Force Majeure' shall not mean or include:

- (1) any event caused by the negligence or intentional action of a Party or such Party's Consultants or agents or employees, nor
- (2) any event which a diligent Party could reasonably have been expected take into account at the time of the execution of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

21.3 The Consultant shall not be paid /reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

22.0 Handling of documents

22.1 All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Consultant in connection with the services to be provided by the Consultant shall be the property of the Owner, As when required or upon termination of the Contract, the aforesaid documents, prepared specifically for this Study (including originals), shall be handed over to the Owner before final acceptance or thereafter.

22.2 The Consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, methods and any other information developed or acquired by him from the Owner under terms of the Contract or in performance thereof.

22.3 The Consultant shall not prepare articles or photographs for publication or speeches or presentations about the work and /or site and/or plant, contracts and installation in which has an interest without prior written consent of.

22.4 The Consultant shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.

23.0 Abandonment of work

23.1 If any work included in the scope of specification to be done by the Consultant is abandoned or suspended for any cause or reasons, which cannot be attributed to the Consultant, payment, shall be made on a pro-rata basis for the work actually done and as decided by the Owner.

24.0 Sub-Contract

The Consultant cannot assign or sub-contract any of this work without the prior written consent of the Owner.

25.0 Limitation of liabilities

- 25.1 The Owner shall in no way be responsible for any liabilities arising out of the Consultant's contractual obligation with the Consultant's personnel, experts, engineers, Sub-contractors, licensors, collaborators, vendors, or subsidiaries.
- 25.2 The Consultant and the Owner both agree that each shall assume full risk of damages of injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance.

26.0 Changes/Additions/Deletions

- 26.1 The Owner shall have the right to request in writing additions or changes in the scope of services to be performed by the Consultant. If in the Consultant's opinion, any such additions or changes affect the completion schedule or the fee, Owner will be advised accordingly and the same shall be mutually settled. However, the Consultant shall continue to carry out the work pending till final settlement if any.
- 26.2 The Owner reserves the right to delete any item/s or part thereof from the scope of services to be performed by the Consultant. For such purposes the Owner shall give to the Consultant a notice in writing on receipt of which the Consultant shall take necessary steps as may be directed by the Owner and shall stop incurring any expenditure and performing services in connection with the item/s of work so deleted.
- 26.3 The corresponding fee for the deleted item(s) of work will be arrive based on the fee identified in the Contract and shall be deducted from the fee payable to the Consultant under the Contract. The Consultant, however, shall be entitled for the compensation of the amount of work and services already performed in connection with item(s) deleted from the scope, at a mutually acceptable fee.

27.0 No waivers

If Owner, in any instance, does not insist upon strict performance of any of the terms of the assignment, it shall not be construed as a waiver or relinquishment in the future till the assignment is in force and shall not relieve Consultant of any of its responsibilities under the assignment.

28.0 Instructions and notices

All notices to be given on behalf of the Owner and all other actions to be taken on its behalf may be given or taken by the Project-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Project-in-Charge.

All instructions, notices and communications, etc., shall be given in writing and if sent by registered / speed post to the last known place of business of the Consultant, shall be deemed to have been served on the dates when in the ordinary course of post these would have been delivered to him.

29.0 Bankruptcy

If the Consultant shall become bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, the Owner shall be at liberty:

1. To terminate the assignment forthwith without any notice in writing to the Consultant or to the liquidator or receiver or to any person in whom the Consultant may become vested.
2. To give such liquidator receiver or other person the option of carrying out the consultancy assignment subject to their providing a guarantee for the due and faithful performance of the assignment up to an amount to be determined by the Owner.

30.0 Progress report

30.1 The Consultant shall prepare and submit to the Owner progress reports as per agreed formats & periodicity showing the progress and status of the `Works being performed by him including such materials as charts, networks and photograph (if any) as per the directives of the Owner.

30.2 It is understood that submission of such reports and reviews thereof by the Owner shall not be deemed to absolve the Consultant of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

31.0 Correspondence and contract coordination procedure

32.1 All correspondence during the pre-award stage and during execution of the contract shall be made as per following procedure:-

32.2 On all technical matters pertaining to execution of the contract as per specification in the Consultant shall directly interact with the Project-in-Charge.

32.3 All correspondence from the Owner to the Consultant shall be made with the Authorized Representative to be identified by the Consultant and agreed by Owner.

32.0 Inspection of site by Consultant

The Consultant shall inspect and examine the site and its surroundings and shall satisfy himself as to the form and nature of the site, the quantities and nature of work and the equipment / materials necessary information as to risks, contingencies, and other circumstances, which may influence or affect his tender, before bidding.

33.0 Establishment of Project Monitoring Unit (PMU) and deployment of manpower

33.1 The Consultant shall establish and maintain office in Ranchi as Project Monitoring Unit (PMU) with air conditioners, vehicle, desktop, printer, scanner, fax machine, photocopy machine, internet connection, furniture, stationary and other required infrastructures on continuous basis for the entire duration of the assignment. As a documentary proof, the Consultant shall submit a copy of the ownership documents / lease agreement executed between the Consultant and the owner of the office space. This office should be easily accessible and preferably be located near the head office of JBVNL.

The Consultant shall be required to deploy well-qualified and experienced manpower in Ranchi as per clause 4.1 of the Bid Document.

The persons to be deployed in Ranchi should match with the job requirement of PFCCL/ JBVNL. PFCCL may ask for suitable substitution in place of the proposed manpower, if it is found that the manpower is not suitable as per the job requirements of the assignment.

The Consultant shall be required to establish office in Ranchi within 15 days of issuance of LoA.

The Consultant shall be required to deploy manpower within 15 days of intimation by PFCCL for each manpower listed at clause 4.1.1 of the Bid Document.

PFCCL would have the right to depute its own manpower in the offices of the Consultant in Ranchi. The offices of the Consultant should have one separate room in its office(s) to accommodate the manpower of PFCCL with requisite infrastructure items viz. air conditioner, fan, tube lights, table, executive chair, visitor's chairs etc.

34.0 Penalties

Except as provided under clause "Force Majeure" of the Conditions of the Contract, if the Bidder fails to establish office in Ranchi within the period specified in Clause 3.0, PFCCL may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified below for each week or part thereof of delay until establishment of office. The maximum amount of agreed penalty shall be 10% of the **Lump Sum Contract Fee as per clause 9.4 of the Bid Document**. Once the maximum amount is reached, PFCCL may terminate the Contract pursuant to clause 15 of the Conditions of the Contract.

No.	Condition	Penalty as % of Lump Sum Contract Fee
a.	Delay upto 1 week in establishment of office(s) as per clause 3.0 of the Bid Document	2.5%
b.	Delay exceeding 1 week but not exceeding 2 weeks	5.0%
c.	Delay exceeding 2 weeks but not exceeding 3 weeks	7.5%
d.	Delay exceeding 3 weeks	10.0%

Note: Fraction of a day in reckoning period of delay shall be eliminated if it is less than half a day.

A penalty of Rs 500 per day would be made towards delay in attending call/ complaints of PFCCL/ JBVNL if the same is not attended within the response time. In case of delay of more than 5 days, penalty amount would increase to Rs 1000 per day after initial 5 days. The imposed penalty would become payable immediately to PFCCL or will be deducted from any payable amount. Mechanism for registering of complaints would be mutually decided between the Bidder and PFCCL/ JBVNL.

35.0 Co-ordination procedure

The Consultant shall propose in its offer the detailed co-ordination procedure with the Owner for performing the services. The system to be adopted shall provide control and continuity of all functions. Owner's participation in the major decisions shall be essential to the extent desired by the Owner. The coordination procedure and schedules of coordination review meeting between the Owner and the Consultant shall be mutually discussed and finalized before award of the contract.

36.0 Association of the owner

The Owner may depute its representative to be present during the entire course of services or any part thereof. The Project-in-Charge or his authorized representatives will have to be provided necessary information when asked for. He may further monitor the field and laboratory activities, and supervise the finalization of the documents. The engineers will also discuss results of studies and may suggest different cases to be studied. The Consultant shall provide all facilities for the Owner's Project-in-Charge / Representatives to have fruitful participation in the work. The Consultant will submit all study results draft sections / documents to the Project-in-Charge for his approval and the final document will be prepared after incorporating changes / modifications / additions / alterations suggested by the Project-in-Charge.

37.0 Language

The offer must be submitted in English language, all documents, specifications, schedules, notices correspondences, operation & maintenance instructions, drawings or any other written material in connection with this work shall be in English language.

38.0 Units & Indian standards / Codes / Regulations

Indian Standards, codes and regulations, wherever applicable, shall be adopted and adhered to by the Consultant. In case of such Indian standards / codes / regulations being not available in particular areas, applicable and accepted International standards shall be followed.

39.0 Owner`s right

Owner reserves the right for the following:

- a) Rejection of any or all offers without assigning any reason whatsoever.

- b) Rejection of any offer which is incomplete with regard to the required information of scope of work.
- c) Review of the work performed by the Consultant either himself or through another Consultant separately appointed by him and asks for any clarification and changes / modifications to the work performed by the Consultant. Such changes shall be mutually discussed and agreed upon between the Owner and Consultant in his work without any cost and liability to the Owner and without any dilution of the responsibility of the Consultant.

40.0 Travel expenses

All travel and boarding / lodging related expenses incurred by the Consultant's personnel for journeys to Delhi, Ranchi or anywhere in Jharkhand in connection with the consultancy services under Scope of this tender will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.

The Consultant should attend all the meetings conducted by PFCCL/ MoP/ NSGM/ PFC/ REC/ JBVNL / Govt. of India / Govt. of Jharkhand or any other agency in Delhi, Ranchi or anywhere in Jharkhand as per the requirements by making their own arrangements as well as prepare necessary documentations/ presentations for such meetings. No extra payment will be made in this regard.

PFC CONSULTING LIMITED
(A Wholly Owned Subsidiary of Power Finance Corporation
Ltd.
A Government of India Undertaking)

VOLUME-III

CONTRACT AGREEMENT

For

***“Appointment of Consulting Organization for
Assisting PFCCL in Project Management Services
for Implementation of Smart Grid in Ranchi Smart
City under Jharkhand Bijli Vitran Nigam Ltd.
(JBVNL)”***

CONTRACT FOR CONSULTANCY SERVICES

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of the month of 2016, between:

PFC Consulting Limited (a wholly owned subsidiary of Power Finance Corporation Limited, a Government of India Company) incorporated under the Indian Companies Act 1956, having its registered office at first Floor, 'Urjanidhi, 1-Barakhamba Lane, Connaught Place New-Delhi-110001 hereinafter referred to as "Owner"(which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

AND

_____ a Company incorporated under the Indian Companies Act, 1956, having its registered office at

_____.hereinafter called the "Consultant" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

WHEREAS the Owner is in the process of "**Appointment of Consulting Organization for Assisting PFCCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL)**" (herein after to be referred as "**Project**")

AND WHEREAS the Owner is intending to hire an experienced and qualified Consultant who has undertaken similar projects and is capable of providing consultancy services in conjunction with other specialist consultants, and personnel for providing "Services" and advice in regard to the "Consultancy Service Package" for the Project.

AND WHEREAS the Consultant, have represented to the Owner, that they have the requisite experience, professional skills, adequate manpower and technical resources and personnel, to render the Services required by the Owner in a timely and efficient manner.

AND WHEREAS based on above representations of the Consultant, the Owner has agreed to appoint the Consultant to render services on the terms and conditions hereafter contained:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1.0 GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract, Appendices, Schedules and Exhibits shall have the following meanings:

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the Project.
- (b) "Contract" means this Contract together with all Appendices, Attachments, Exhibits and Schedules and including all modifications made in accordance with the provisions of Clauses 12 hereof between the Owner and the Consultant.
- (c) "Consultant" means _____
_____ Company and also includes any other consultants or Consultants as may be appointed by the Consultant herein with the written approval of the owner, for providing of the services to the Owner in execution of the Project.
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed or exchanged among the parties pursuant to this Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof;
- (f) "Personnel" means persons hired by the Consultant or by his Sub -consultant as employees, for the purposes of rendering services or any part thereof; Personnel includes:
- (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
 - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Consultant, as the case may be;
- (h) "Contract time" means the duration of time of Contract as referred to Clause 5.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the consultant has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Consultant has been made.
- (j) "Project" means **"Appointment of Consulting Organization for Assisting PFCCL in Project Management Services for Implementation of Smart Grid in Ranchi Smart City under Jharkhand Bijli Vitran Nigam Ltd. (JBVNL)"**
- (k) "Services" means works to be provided/performed by the Consultant and/or, the Consultants for completion of various tasks as described in Appendix A hereto;

- (l) "Starting Date" means the date referred to in Clause 3.3 hereof;
- (m) "Sub Consultant" means any person/entity to whom the Consultant subcontracts for any part of the Services in accordance with the provisions of Clause 5.5 hereinafter; and
- (n) "Third Party" means any person or entity other than the Owner, the Consultant or his Consultant.

2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:

- (a) The Consultant shall render/perform services at Delhi and Ranchi.
- (b) The Consultant also undertakes to perform/render services at other location or elsewhere as required for the execution of project or as specified by the Owner from time to time. The Owner shall not bear any extra expenses/cost if, any, incurred by the consultant for providing services at other location.

3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT

3.1 Commencement of Contract

This contract shall come into force from the date ("effective date") on which the Owner and the Consultant have signed the present contract.

3.2 Termination of Contract for Failure to Become Effective

- a) If this Contract has not become effective within 15 days from effective date the Owner has the right to declare the same to be null and void, and in the event of such a declaration the consultant shall not have any claim against the Owner.
- b) In case the contract is rendered null and void on account of failure/inaction on the part of the consultant, the consultant shall be liable to pay damages to the Owner.

3.3 Commencement of Services

The Consultants shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing

3.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 10 hereof, this Contract shall expire after the consultant has performed all his Services as per the terms and conditions envisaged in this Contract and the Owner has issued a 'No claim Certificate' to the Consultant.

The Owner shall issue the "No claim certificate" after being satisfied that the Consultant has performed/rendered all the services to the satisfaction of the Owner, as per the contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Consultant has been made.

4.0 Contract Performance Guarantee

4.1 The Consultant within 15 days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Bank Guarantee as per Performa attached as Section-2 of bid document, from any Bank towards performance of the Contract. The guarantee amount shall be equal to ten percent (10%) of the Lump Sum Contract Fee in accordance with the terms and conditions specified in the contract and in the Bid Documents. The guarantee should be submitted one time with an initial validity of Thirty (30) months from the date of Letter of Award (LoA), which shall be extended thereafter by the Consultant till the satisfactory completion of the assignment.

4.2 The Contract Performance Guarantee is intended to secure the performance of the entire contract and shall not be construed as limiting the damages stipulated in other clauses in the Bid Documents.

4.3 The Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period.

5.0 Obligations of the Consultants

5.1 Standard of performance

The Consultant shall perform the Services and carry out his obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods in execution of project. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Consultants/Consultants or Third Parties.

5.2 Compliance with Rules and Regulations

The Consultant agrees that it shall be responsible and liable to comply with and also undertakes to ensure and be responsible for compliance by the Sub consultants, agents of the Consultants and Consultants and Personnel, with all the rules and regulations of various concerned government authorities and departments for the services rendered under this agreement.

5.3 Conflict of interest

The consultant shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

5.4 Benefit from Commissions, Discounts etc.

Payment to the Consultant shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Consultants, and agents of either of them similarly shall not receive any such additional benefits.

5.5 Consultants and Affiliates not to be otherwise interested in Project

The Consultant agrees that, during the term of this Contract, the Consultant, Sub Consultant, Personnel and/or any entity affiliated with the Consultant or Consultant shall not provide services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project to any third party. In the event of breach of the aforesaid condition the Owner shall be entitled to disqualify such Consultant or the Sub Consultant or any of their Personnel from providing services to the Owner and further claim damages for breach.

5.6 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

5.7 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain, and shall cause its Consultants to take out and maintain, at their own cost, insurance against risks etc.

5.8 Liability of the Consultants

The Consultant and each of his Members (consultant personnel, Consultant, Consultant personnel) shall be jointly and severally liable to the Owner for the performance of the Services under this Contract and further for any loss suffered by the Owner as a result of a default of the Consultant or his members in such performance, subject to the following limitations:

- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultants, its Consultants or the Personnel of either of them; and

- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

5.9 Consultant Action Requiring Owner's Prior Approval

The Consultant shall obtain the Owner's prior approval in writing before taking any of the following actions:

- (a) appointing personnel to carry out any part of the Services, including the terms and conditions of such appointment ;
- (b) entering into a subcontract with the Sub consultant for the performance of any part of the Services, it being understood:
 - (i) that the selection of the Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Owner prior to the execution of the subcontract, and
 - (ii) that the Consultants shall remain fully liable for the performance of the Services by the Consultant and its Personnel pursuant to this Contract;

5.10 Reporting Obligations

The Consultant shall submit to the Owner the reports and documents specified in Appendix A hereto, in the form, in the numbers and within the time periods set forth in the said Appendix, including any supporting data required by the Owner.

5.11 Documents Prepared by the Consultants to Be the Property of the Owner

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Owner, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof.

6.0 Consultants Personnel

6.1 Agreed Personnel

The Consultant hereby agrees to engage the personnel and Consultants listed by title as well as by name in order to fulfill his contractual obligations under this contract.

6.2 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

6.3 Description of Personnel

- (a) The details regarding each of the Consultants' Personnel are described in **Appendix A.**

- (c) If additional work is required beyond the scope of the Services specified in the Bid document may be increased by agreement in writing between the Owner and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract.

6.4 Removals and/or Replacement of Personnel

- a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Owner:

- i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Consultants shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.

- (c) The new personnel provided as a replacement shall be governed by the same the terms and conditions of employment as the replaced personnel.
- (d) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

7.0 OBLIGATIONS OF THE OWNER

Payment

In consideration of the Services performed by the Consultants under this Contract, the Owner shall make to the Consultants such payments and in such manner as is provided by **Clause 8** of this Contract.

8.0 PAYMENTS TO THE CONSULTANTS

- 8.1** If due to any reason or decision of the Client/ Govt./ the Regulator, the Assignment is dropped and the Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Consultant and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.

8.2 Mode of Payment

Payments will be made by the Owner to the consultant in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

8.3 The Consultant shall submit the bills in duplicate to PFCCL addressed to Executive Vice President, PFCCL, indicating the stage achieved, out of the ones indicated above.

8.4 The Owner shall cause the payment of the Consultant as per the above given schedule of payment within sixty (60) days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Consultant or his members (sub consultants) is not satisfactory and not in accordance with the work program/schedule.

8.5 The final payment under this Clause shall be made only after satisfactory completion of the activities.

8.6 All payments under this Contract shall be made to the account of the Consultants with:

Account No
_____ Bank,

9.0 SUSPENSION

The Owner may, by written notice of suspension to the Consultants, suspend all payments to the Consultant and invoke Performance Bank Guarantee hereunder:

(k) if the Consultant fails to perform any of its obligations under this Contract, including carrying out of the Services, provided, that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension

or

(ii) if at any stage it is found that the Consultant has provided any wrong information/ false information/ mis-represented the fact.

10.0 TERMINATION**10.1 By the Owner**

The Owner may terminate this contract, by issuing a written notice not less than thirty (30) days, from the date of occurrence of any of the events as specified in sub clause (a) to (e) of this Clause.

The Owner may terminate this contract, by issuing a written notice not less than sixty (60) days, from the date of occurrence of the event as specified in sub clause (f) of this Clause.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) if the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 18** hereof;
- (c) if the Consultant submits to the Owner a statement which has a material effect on the rights, obligations or interests of Owner and which Consultant knows to be false;
- (d) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if Consultant becomes Bankrupt and the company has been wound up through liquidation proceedings.
- (f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

10.2 CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of this Contract pursuant to Clauses 10 hereof, or upon expiration of this Contract pursuant to Clause 3 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration,
- (b) the obligation of confidentiality set forth in Clause 16 hereof,
- (c) any right which a Party may have under the Applicable Law.

10.3 CESSATION OF SERVICES

Upon termination of this Contract by notice to pursuant to Clauses 10 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

10.4 PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to **Clause-10** hereof, the Owner shall make the following payments to the Consultant:

- (a) Remuneration pursuant to **Clause 8** hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause 8 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) to (b) of Clause 10.4 hereof, reimbursement of cost duly supported by the documentary evidence incident to the prompt and orderly termination of the Contract.

11.0 Force Majeure

11.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event or circumstance or combination of events and circumstances, the occurrence of which is beyond the reasonable control of either party and which materially affects the performance by either Party of its obligations under this agreement, provided such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected party and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) It is however agreed that 'Force Majeure' shall not mean or include:
 - (1) any event caused by the negligence or intentional action of a Party or such Party's Consultants or agents or employees, nor
 - (2) any event which a diligent Party could reasonably have been expected to take into account at the time of the execution of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) The Consultant shall not be paid /reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

11.2 NO BREACH OF CONTRACT

Neither party shall be responsible or be liable for, or deemed to be in breach hereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement due to one or more events of Force Majeure or its effects or any combination thereof, provided that the Party affected by such an event has taken all

reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. However it is agreed that in no event shall Force Majeure shall exclude any Party's obligation to pay monies under this Agreement.

11.3 MEASURES TO BE TAKEN

- (a) A Party affected by an event of Force Majeure or any combination of events shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event or any combination of events of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

11.4 EXTENSION OF TIME

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

11.5 CONSULTATION

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

12.0 AMENDMENT/MODIFICATION

This Agreement may not be altered, modified, revoked or cancelled in any way unless such alteration, modification or cancellation is in writing and duly signed by or on behalf of the parties which shall not be effective until the consent of the parties has been obtained. However, it is agreed between the parties that each Party shall give due consideration to any proposals for modification made by the other Party.

13.0 AMICABLE SETTLEMENT

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be resolved as per the Indian Arbitration Act, 1996 as amended from time to time.

14.0 FAIRNESS AND GOOD FAITH**14.1 Good Faith**

The Parties hereunder undertake to act in good faith with respect to their performance, obligations and rights under this Agreement and further undertake, during the tenure of this Agreement, to take all reasonable measures, to ensure the achievement/realization of the objectives of this Agreement.

14.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause 18 hereof.

15.0 TAXES AND DUTIES/CHANGE IN LAW.

It is hereby agreed between the parties that the Consultant and its personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Owner shall deduct the taxes, duties and levy whatsoever as may be lawfully imposed.

16.0 CONFIDENTIALITY

The Consultant, their Consultants 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, Services, under this Contract or any information pertaining to the Owner's business or operations without the prior written consent of the Owner.

17.0 LAW GOVERNING CONTRACT

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by Indian Laws or any statutory modifications thereof, and shall be subject to the exclusive jurisdiction of the Courts of **Delhi** in any matter arising under this Agreement and or in matters pertaining to the conduct of arbitration, enforcement of the award or obtaining of interim relief(s) etc.

18.0 SETTLEMENTS OF DISPUTES/ ARBITRATION.

18.1 The parties shall endeavor to resolve amicably, in the first instance, all disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement, or for breach thereof.

18.2 In the event, the parties are unable to resolve such dispute/difference amicably within **ninety (90)** days after the same has arisen then the dispute shall be referred to arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and such arbitration shall be conducted in accordance with the rules of ICA. The place of arbitration shall be New Delhi or any other place mutually agreeable by the parties and the language of arbitration shall be English

The Arbitration shall be conducted by panel of 3 Arbitrators, one to be appointed by each party and third Arbitrator to be appointed by two Arbitrators as the Chairman of the Tribunal.

The Parties agree that the arbitrator's decision shall be final and conclusive. The costs of arbitration (including without limitation, those incurred in the appointment of the arbitrators) shall be borne equally by the Parties hereto; however each Party shall pay its respective legal charges. The Award shall be final and binding and non-appeal able. Judgment on the award may be entered and enforced in any court of competent jurisdiction. By execution and delivery of this Agreement, each Party agrees and consents to the jurisdiction of the aforesaid arbitration panel and solely for the purpose of enforcement of an arbitral award, as referred to hereinabove, in any court of competent jurisdiction for itself and in respect of its property and waives in respect of both itself and its property, any defense it may have to or based on sovereign immunity, jurisdiction, improper venue or inconvenient forum.

19.0 GENERAL PROVISIONS

19.1 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

19.2 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

19.3 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the following address:

1. For the Owner: **PFC Consulting Limited.**
(A Subsidiary of Power Finance Corporation Ltd.)
Ninth Floor, Statesman House, Barakhamba Road,
Connaught Place, New Delhi - 110001
Attention: Sachin Shukla, Vice President

Facsimile: 011-23456990

2. For Consultants:

Attention:

Facsimile: _____

Email : _____

19.4 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of facsimiles, forty eight (48) hours following confirmed transmission.

19.5 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

19.6 Authority of Consultant in Charge

The Consultant hereby authorize: Mr./Ms. _____ to act on their behalf in exercising all the Consultants' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

19.7 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) on behalf of the Owner by _____ or his designated representative;
- (b) on behalf of the Consultants _____ or his designated representative.

19.8 WAIVER OF RIGHT

Failure of either party to enforce at any time or for any period of time, the provisions hereof shall not be construed to be waiver of any provision or of any right and shall not preclude such party from subsequently enforcing such provisions or right.

19.9 SEVEREABILITY CLAUSE

If any provision of this Agreement shall be determined to be void or unenforceable, such provision shall be amended or deleted in so far as is reasonably consistent with the provisions of this Agreement and to the extent necessary to conform to applicable law and the remaining provision of this Agreement shall remain valid and enforceable in accordance with their terms.

19.10 The Consultant shall open site office at circles, where at least one senior level executive and at least one associate technical expert will be posted for successful completion of the assignment

19.11 This Agreement may be executed in any number of counterparts which together shall constitute a single agreement.

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
[OWNER]

By :
Authorized Representative

FOR AND ON BEHALF OF
[CONSULTANTS]

By : Authorized
Representative

LIST OF APPENDICES

A - Letter of Award

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

The non-judicial stamp paper should be in the name of issuing bank

Ref. No. Bank Guarantee No.....Date.....

To,

PFC Consulting Ltd.,
 Urjanidhi, 1-Barakhamba Lane,
 Connaught Place, New Delhi – 110 001

Dear Sirs,

In consideration of the PFC Consulting Limited (hereinafter referred to as the `Owner` which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) have awarded to M/swith its Registered/Head Office at (hereinafter referred to as the `Consultant` by issue of Owner's Letter of Award No datedand the same having been unequivocally accepted by the Contractor/Consultant resulting into a contract valued atfor(Scope of Contract) and the Contractor/Consultant having agreed to provide a Contract Performance Guarantee for the faithfully performance of the entire contract equivalent to% (___ per cent) of the said value of the contract to the Owner.

We(name and address), having its Head Office at.....(herein after referred to as the `Bank`, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/Consultant to the extent ofas aforesaid at any time upto..... (days / month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/Consultant any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/Consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/Consultant. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor/Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/Consultant or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of Owner or any other indulgence shown by Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the

Contractor/Consultant and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor/ Consultant liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted toand it shall remain in force upto and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s whose behalf this guarantee has been given.

Dated this Day of 2016.....at

WITNESS: (Authorised Signatories of the Bank)

1.

..... (Signature) (Signature)

..... (Name) (Name)

..... (Official address) (Designation with Bank Stamp)

.....

Attorney as per Power of Attorney

No/Signature no.

Dated

2.

..... (Signature)

..... (Name)

..... (Official address)

Note: This sum shall be ten percent (10%) of the total Contract Price.
The date shall be Thirty (30) months from the date of Letter of Award.
The stamp paper of appropriate value shall in the name of Bank issuing the guarantee.

ANNEXURE - B

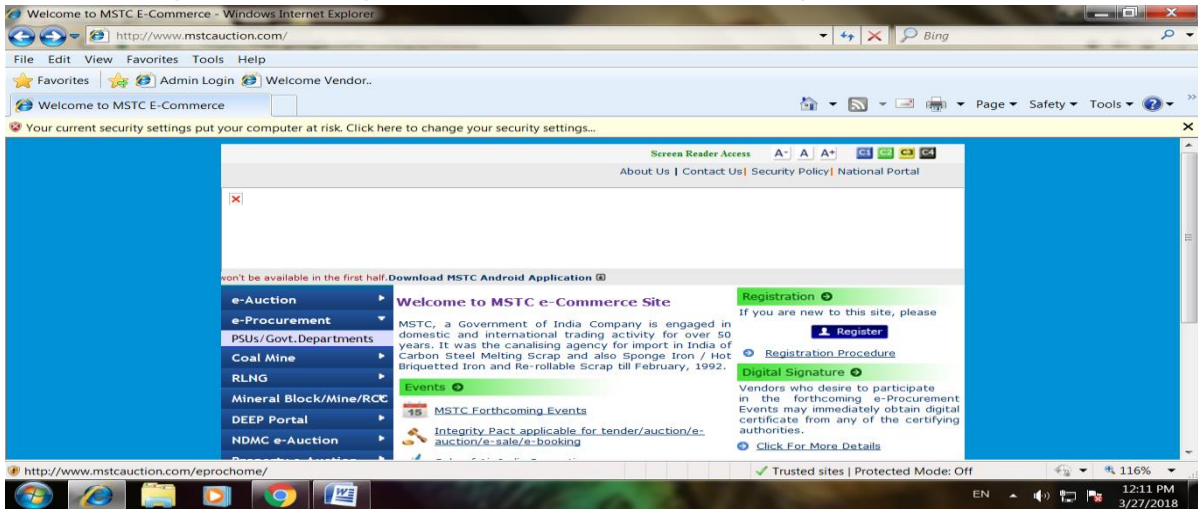
Deleted

Bidder's Guide for Submitting Bid on MSTC's E-Procurement Portal

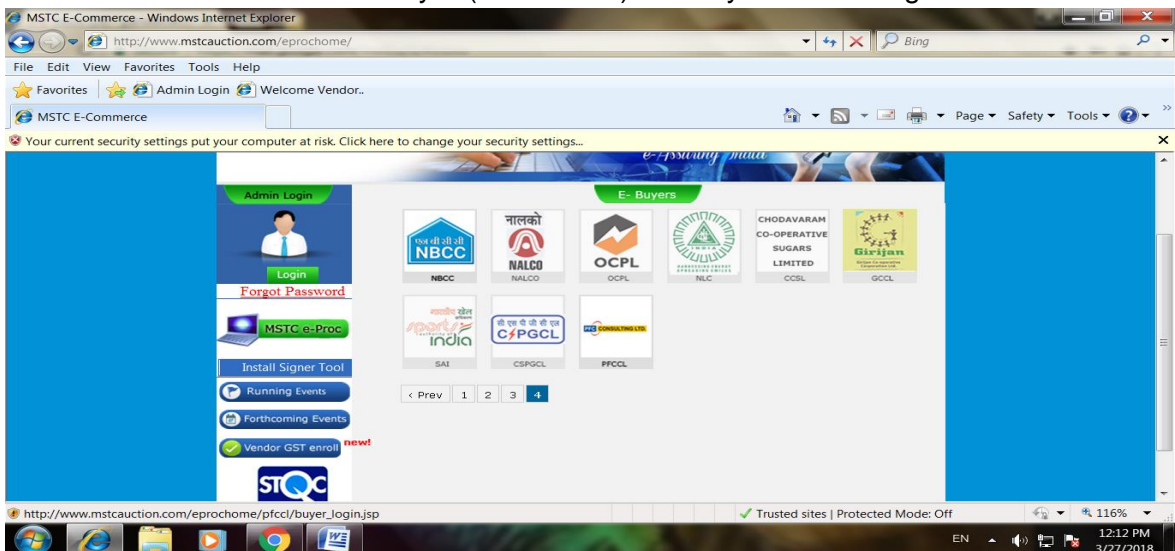
The following section is meant only to provide guidance to bidders about the e-procurement Portal of MSTC. These guidelines are subject to change from time to time depending on the development of the portal.

Bidders have to visit the website <https://www.mstcecommerce.com>. The steps to be followed are as follows:

1. Select e-procurement option then click on PSUs/Govt. department.



2. Click on the name of the Buyer (i.e. PFCCL) where you wish to login.

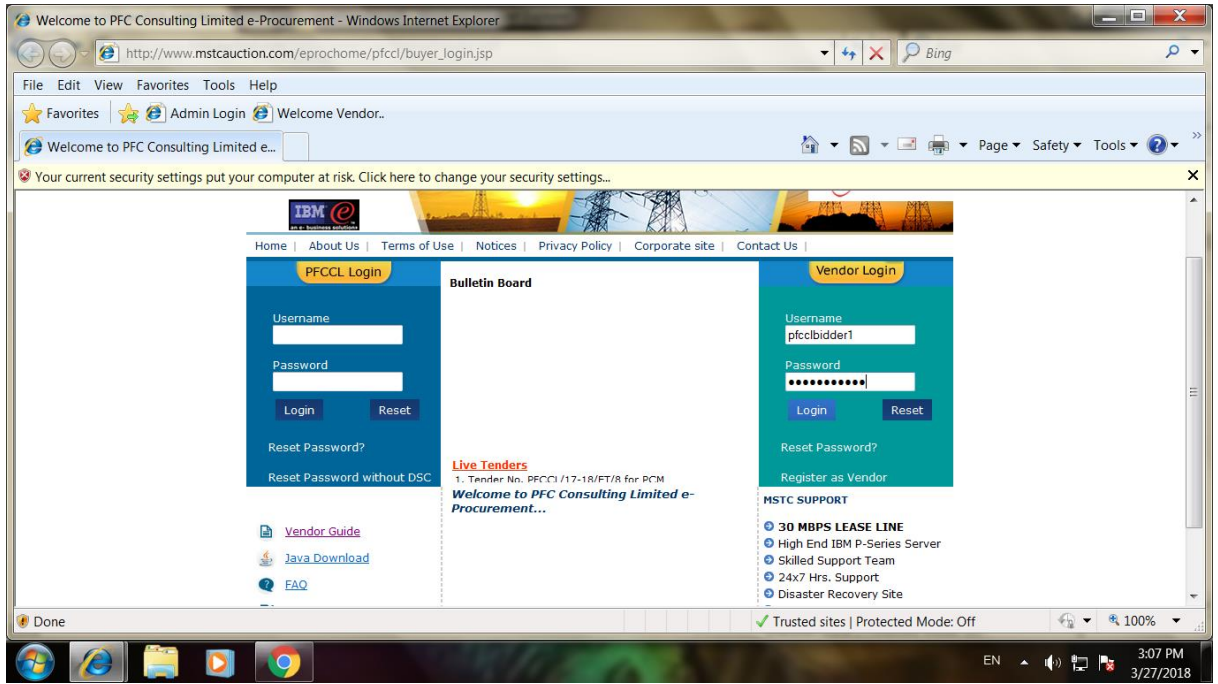


3. The following screen shall appear:

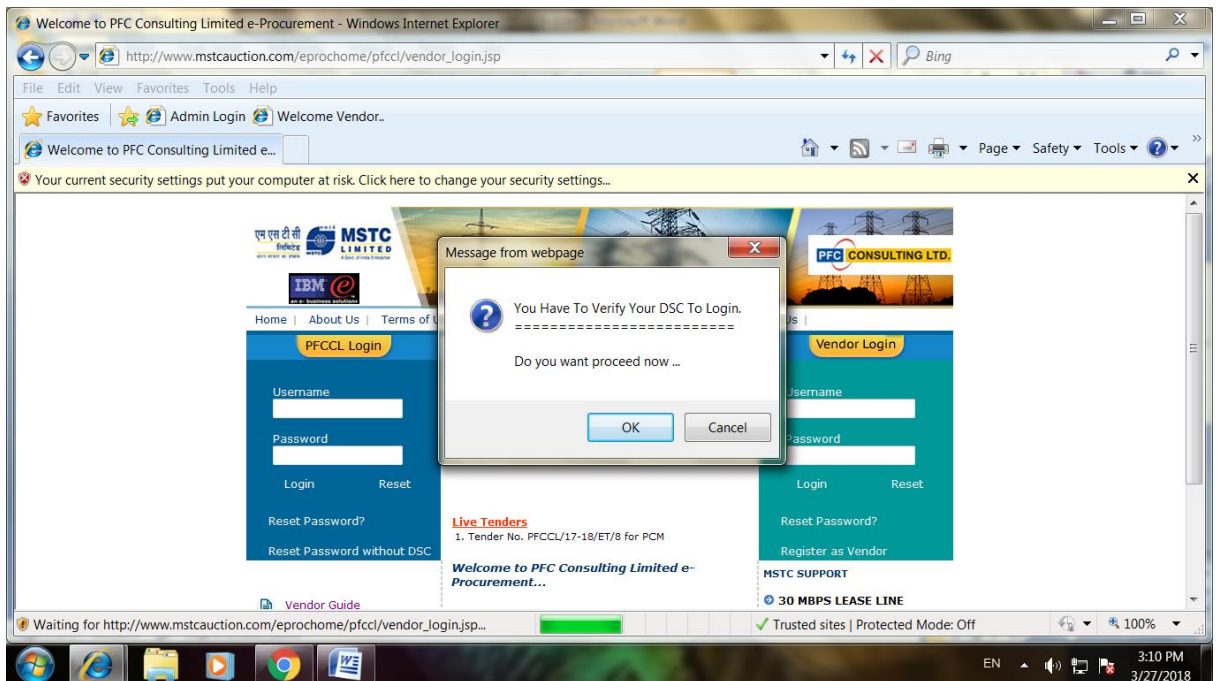
4. On the right side of the page click on Register as a Vendor:

5. Fill the form that appears to create username and password.

6. Once the registration is done, login with your user name and password:

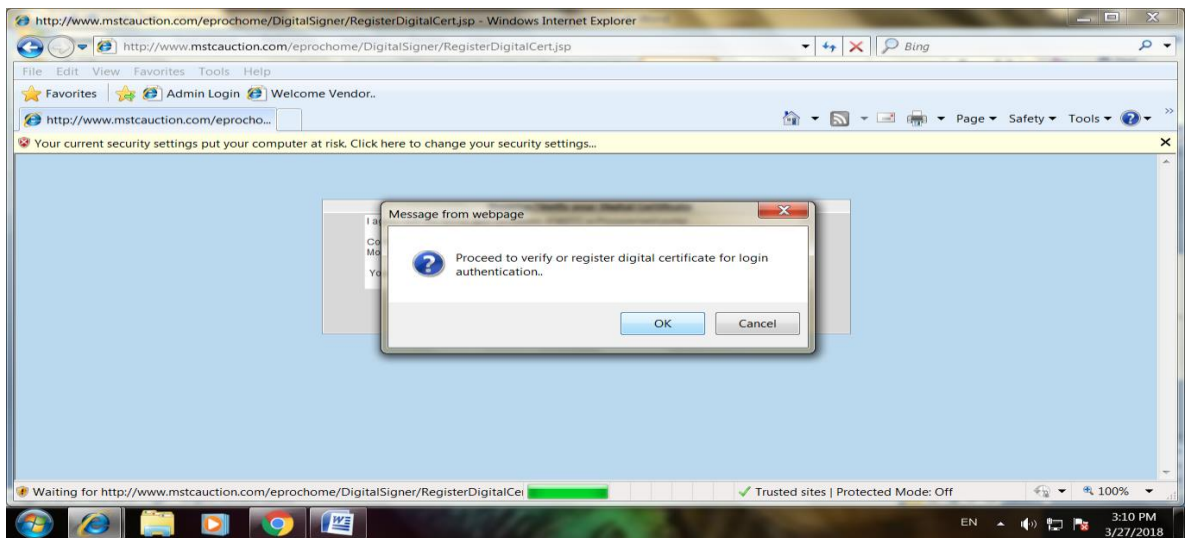
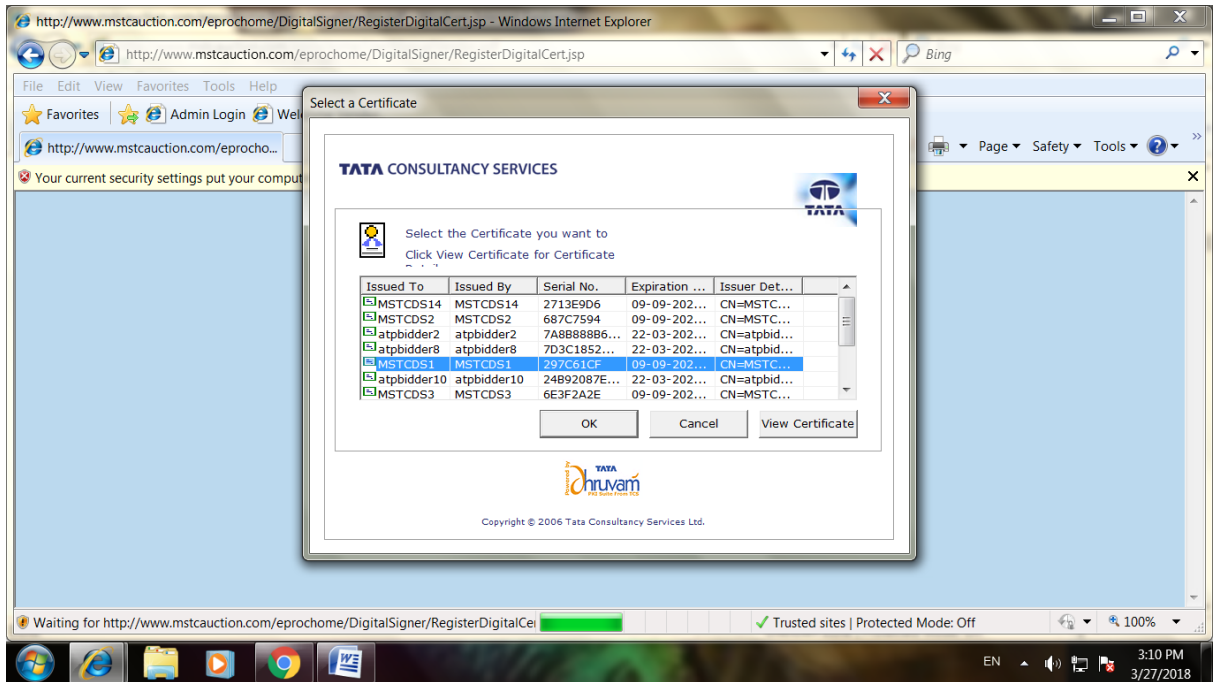


7. The system shall ask for your DSC as below

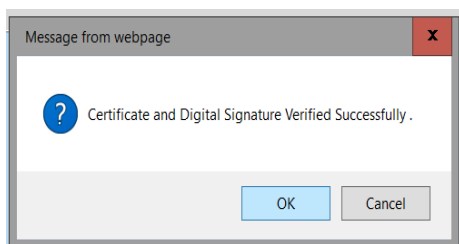


8. Click on OK and select your DSC for authentication. When you are logging into the system for the first time, system shall verify the name of the person to whom the DSC has been issued and the name of the contact person provided during registration for the user id being used for logging in. If the two names match, system will map the user id with the DSC without any prompt. If the two names don't match, system will give an alert stating that the two names are different and will ask you to confirm that the DSC being used is the correct DSC for the user id. If you proceed with the DSC, system will automatically change the contact person's name to match with the DSC Issued to name and will map the DSC with the user id for future use. For all subsequent logins, system

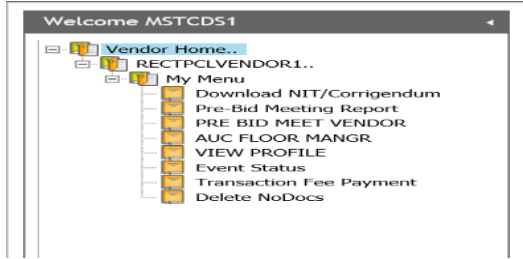
will check if the correct pair of user id and DSC are being used or not and will allow login only if the correct pair of DSC and user id are used. Else, system will prevent you from logging into the system.



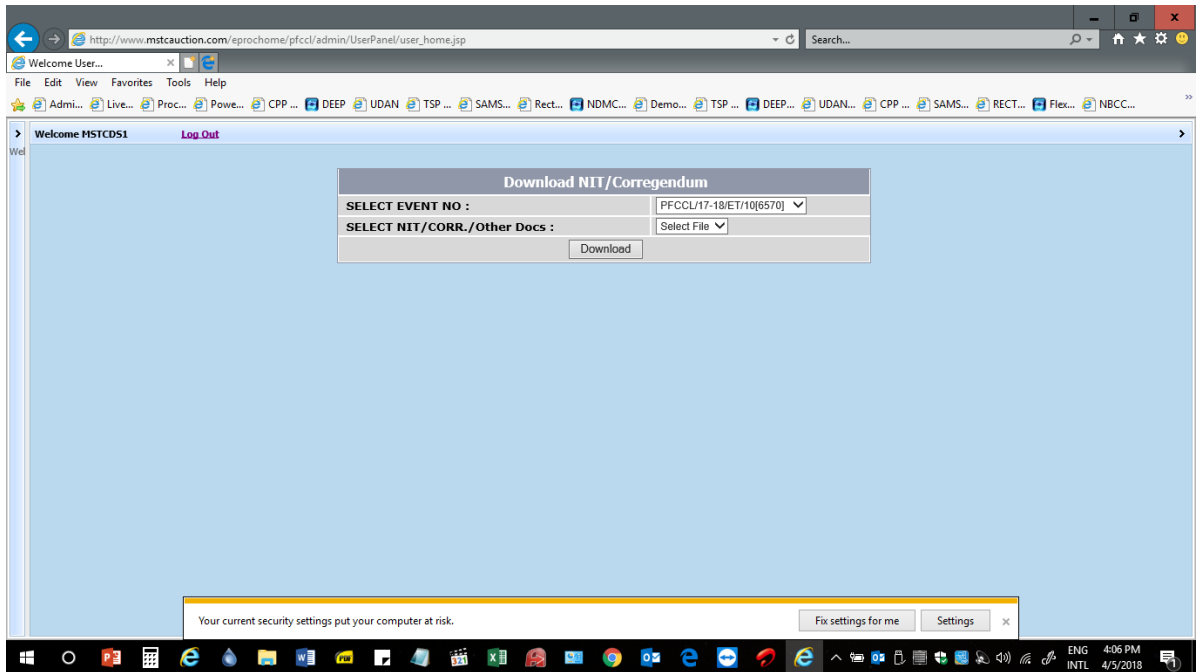
9. Your digital signature will be verified



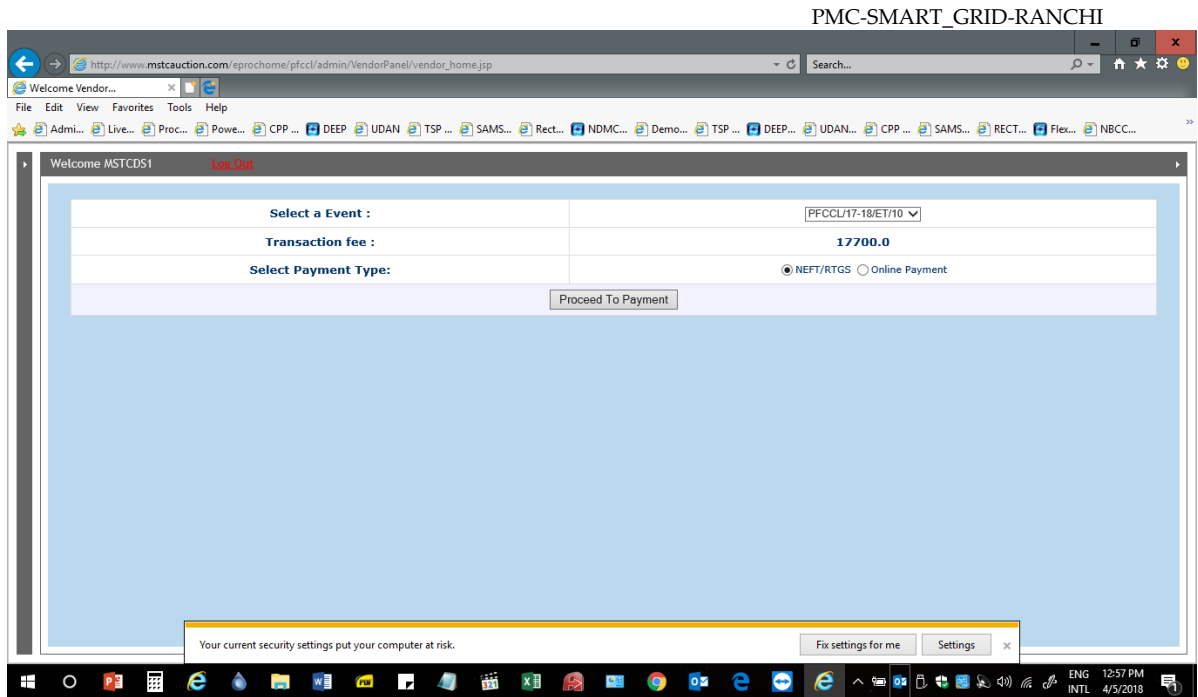
10. Once login is complete, a bidder can access My Menu through the left side of the page:



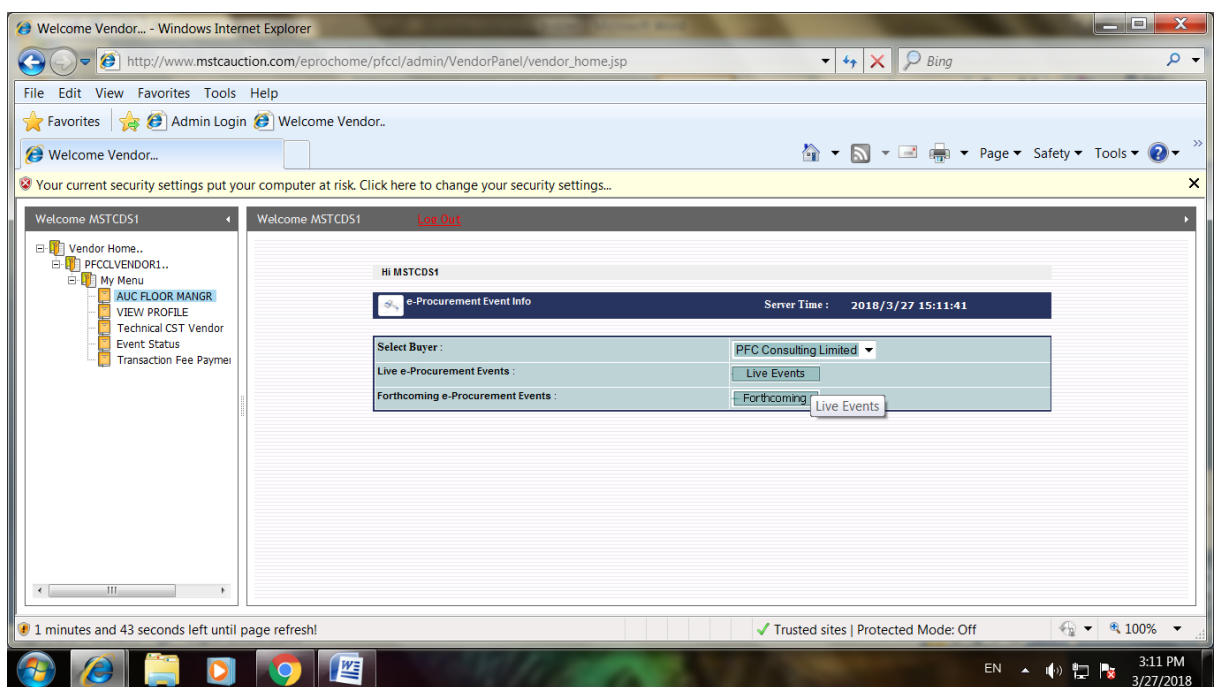
11. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendum. Select Event number and click on download to download the files:



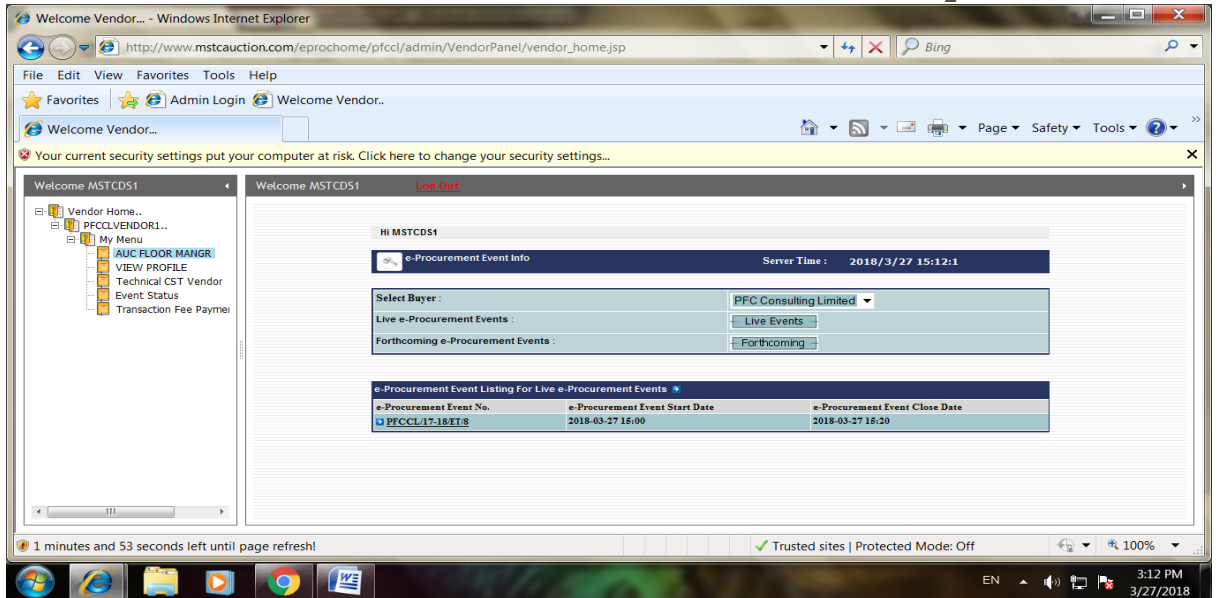
12. After going through NIT, a bidder will be required to submit the transaction fee of MSTC before submitting the bid. To submit transaction fee click on transaction fee payment and select tender number. The transaction fee amount will be input by the system automatically. A bidder can deposit the transaction fee through Debit Card/Credit card/Net Banking by selecting the online payment option or through NETF/RTGS. Payment through online mode is authorized immediately while through NEFT/RTGS is authorized by the system upon receipt of payment (this can take approx. 1 working day).



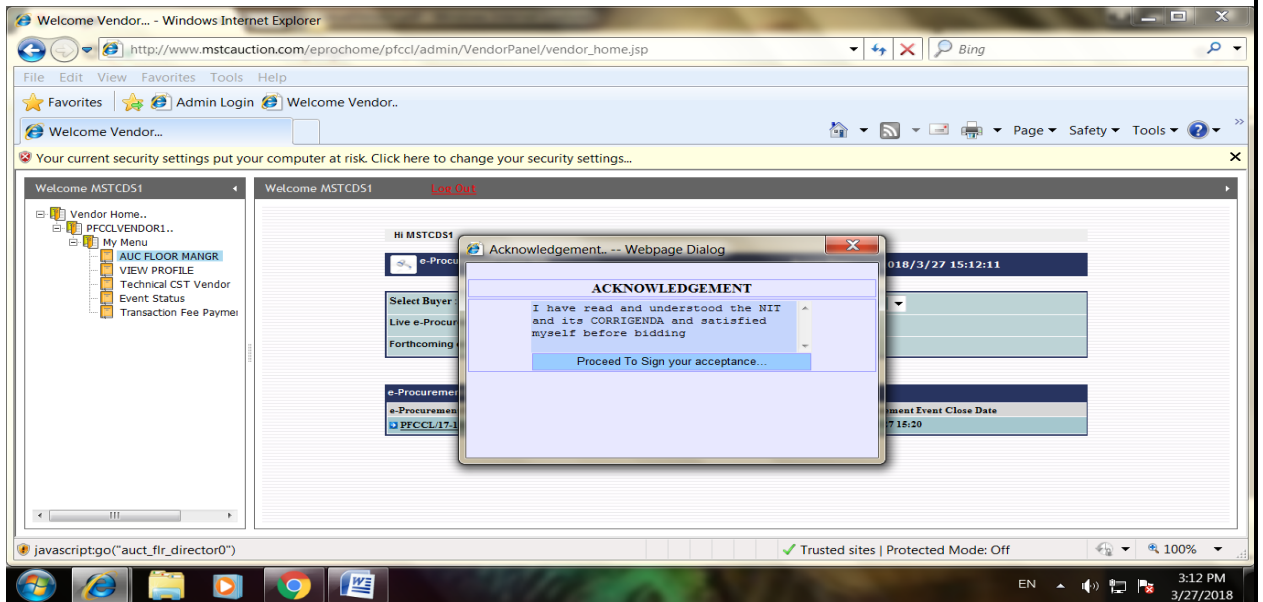
- After the transaction fee is paid a bidder can proceed to Auc-Floor Manager through the left side My menu. In Auc floor manager click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

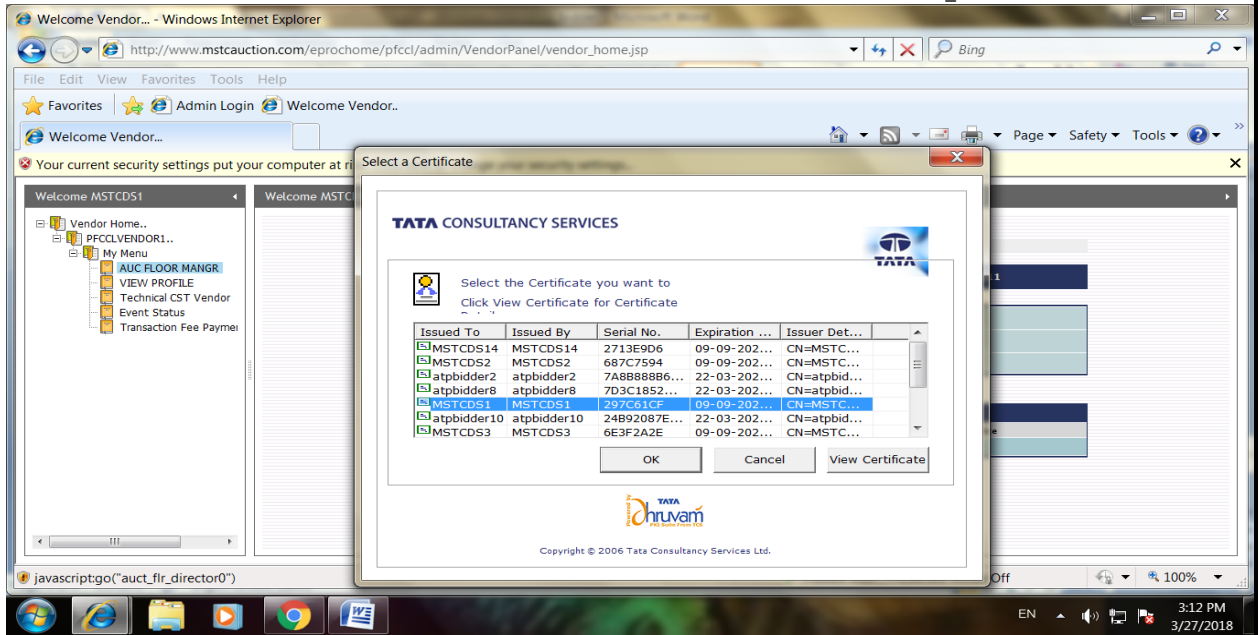


- Select the events on which want to bid.

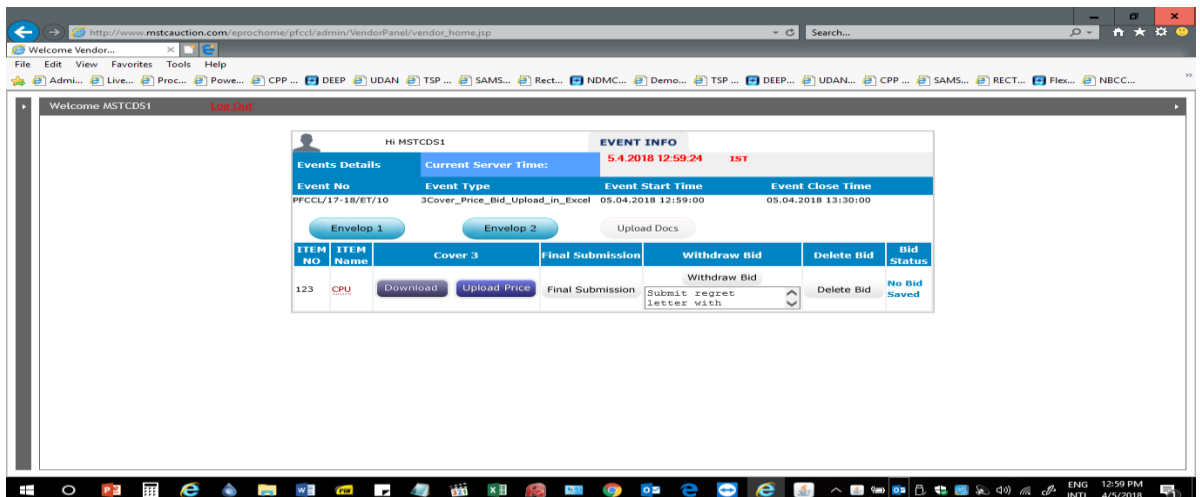


15. Click on Process to sign your acceptance then select your DSC.

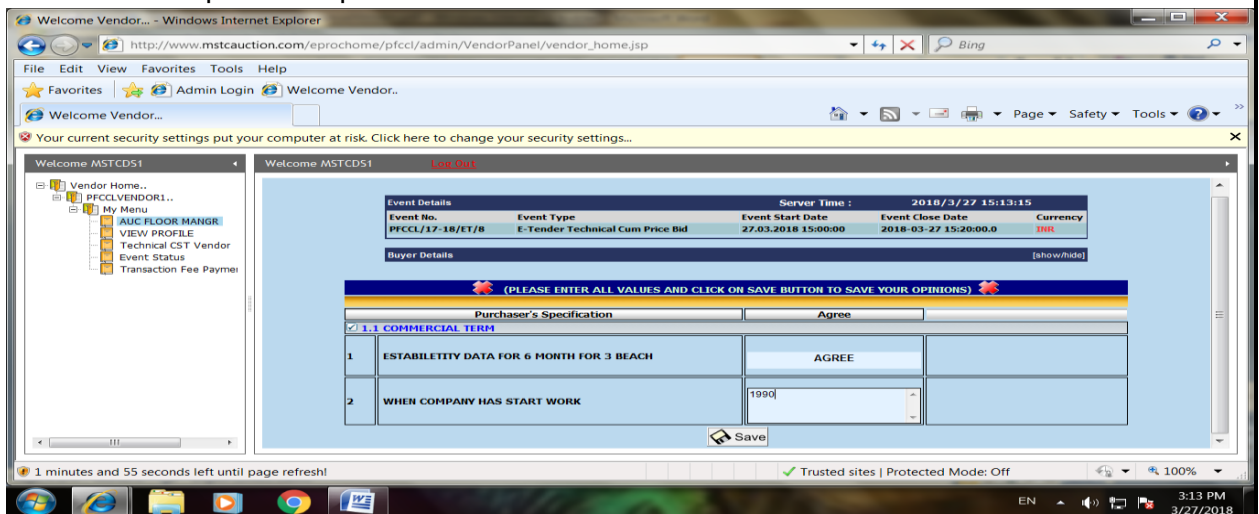




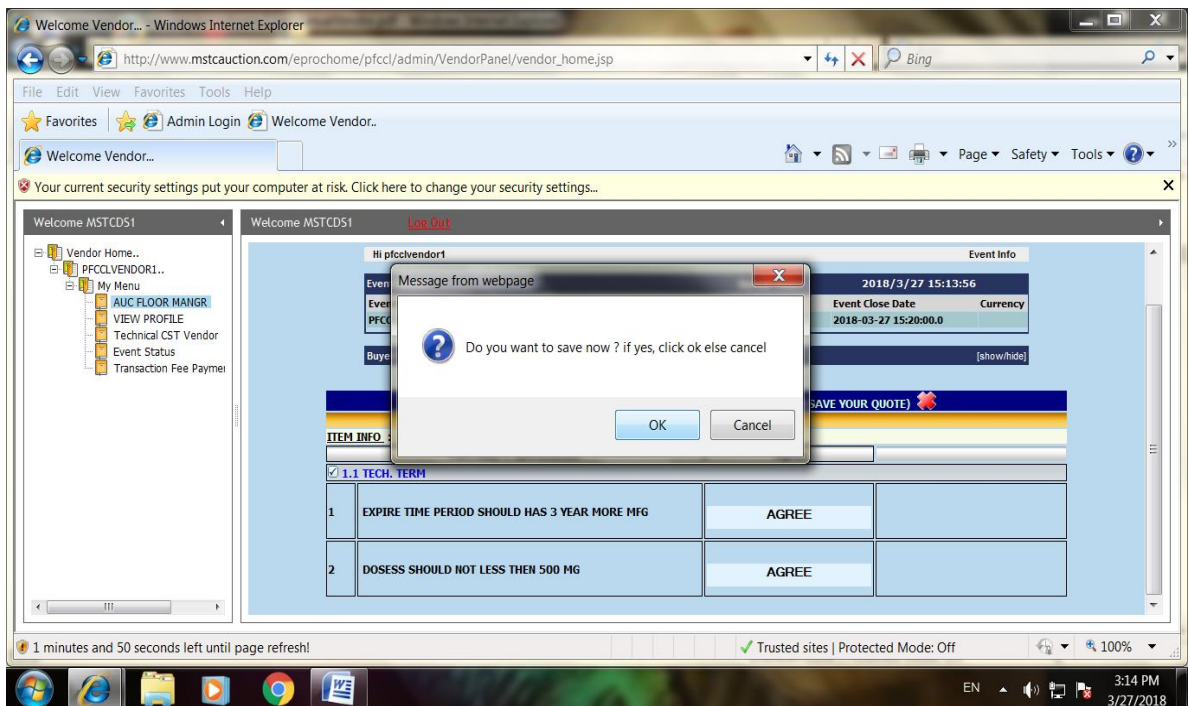
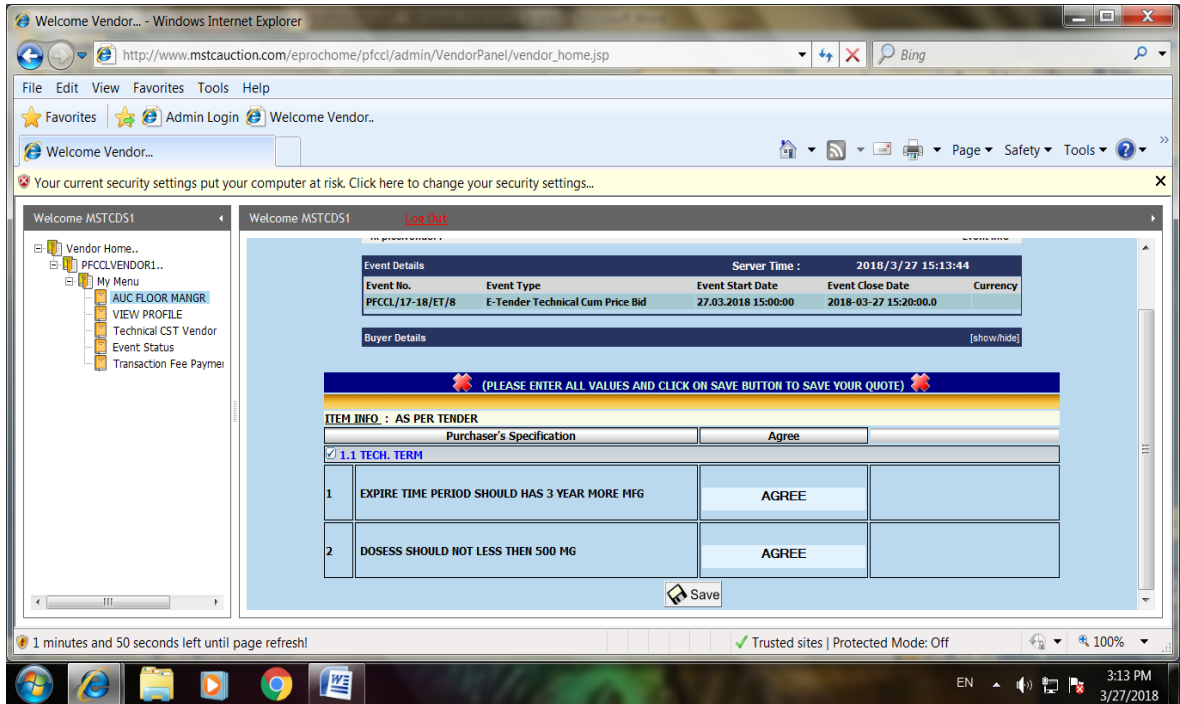
16. Next the auction floor manager will be visible:



17. Click on envelop 1 to fill up commercial terms and click Save to submit.



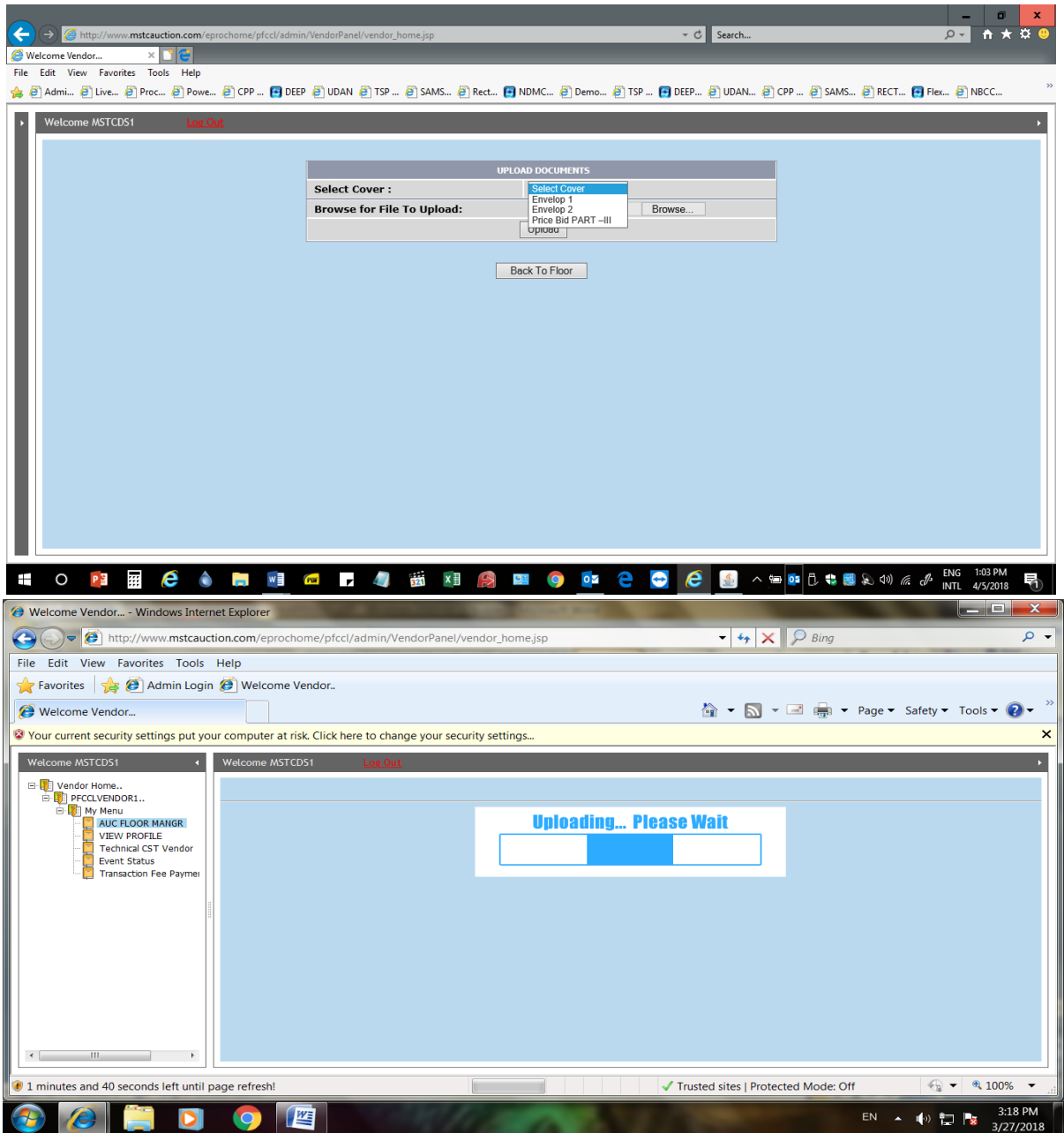
- Click on envelop 2 to submit techno commercial part of the bid. Fill up detail as below for example showing below and click Save → ok.

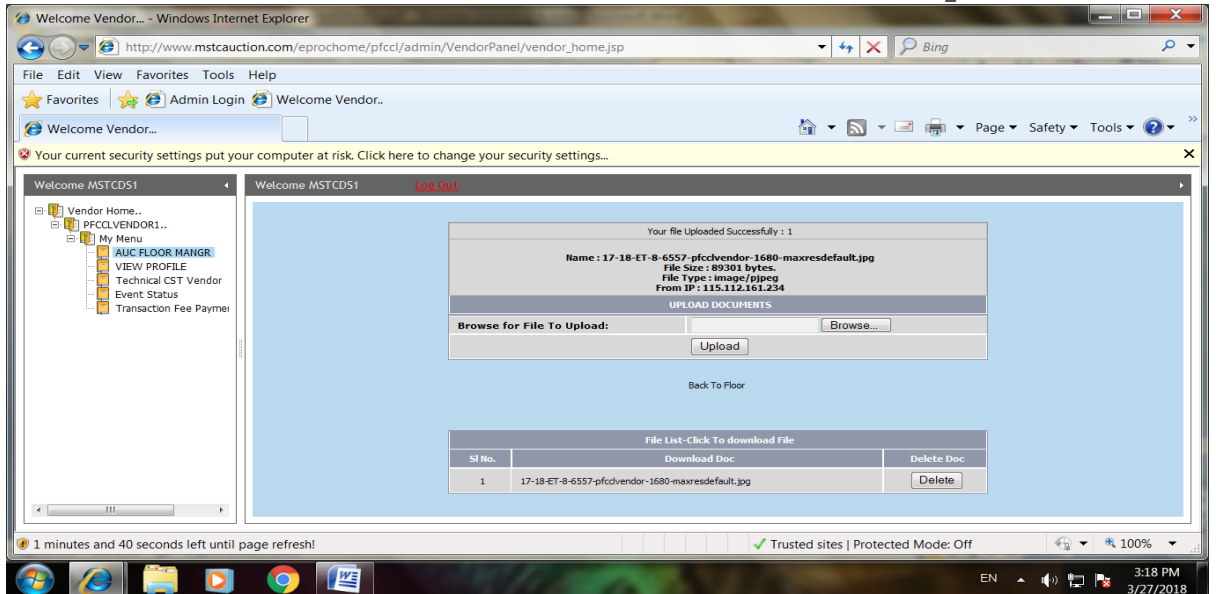


- Click on download in cover 3 to download the excel format for filling price bid. Download it and fill it without changing the name of the file. Once finished, click on upload price button to upload the price bid.

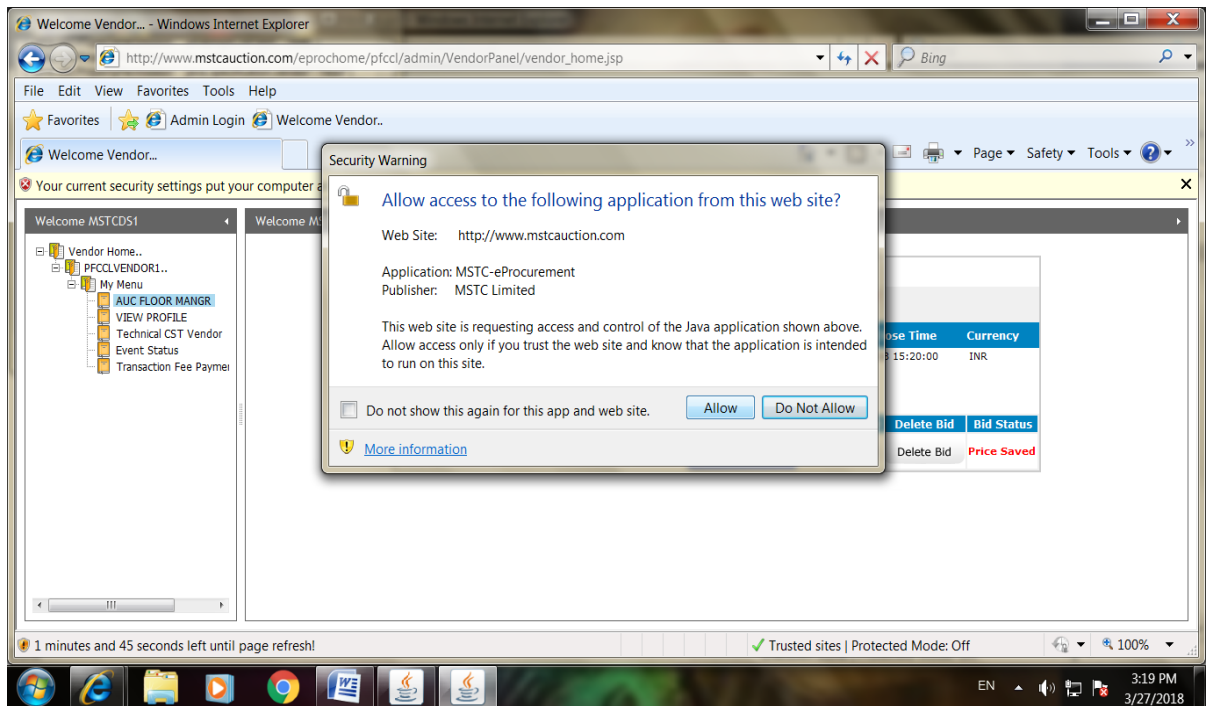


- 20. Click on upload Docs → select cover, then file from browser → upload. Please note that price bid excel does not have to be uploaded here. It has to be uploaded only in Cover 3 as explained above.

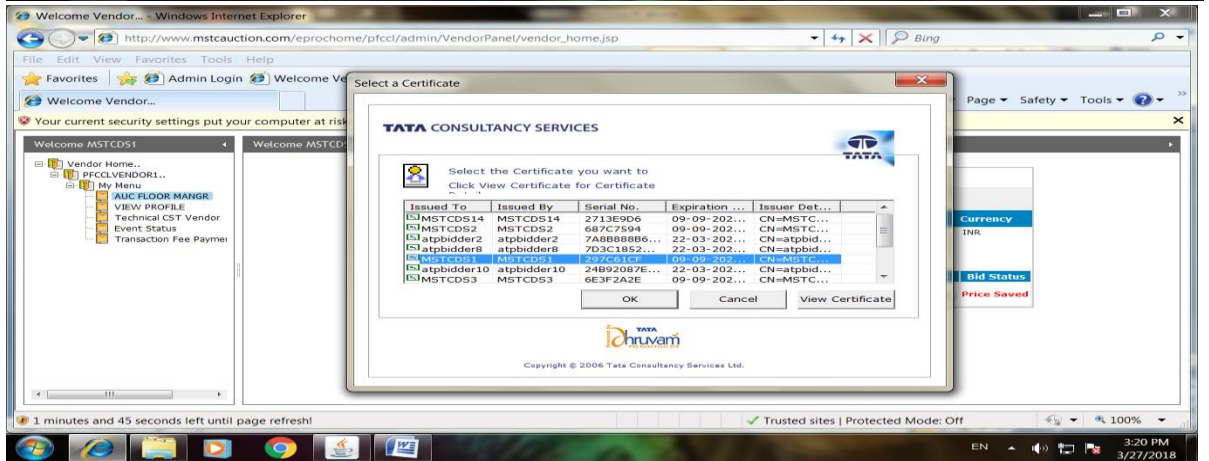
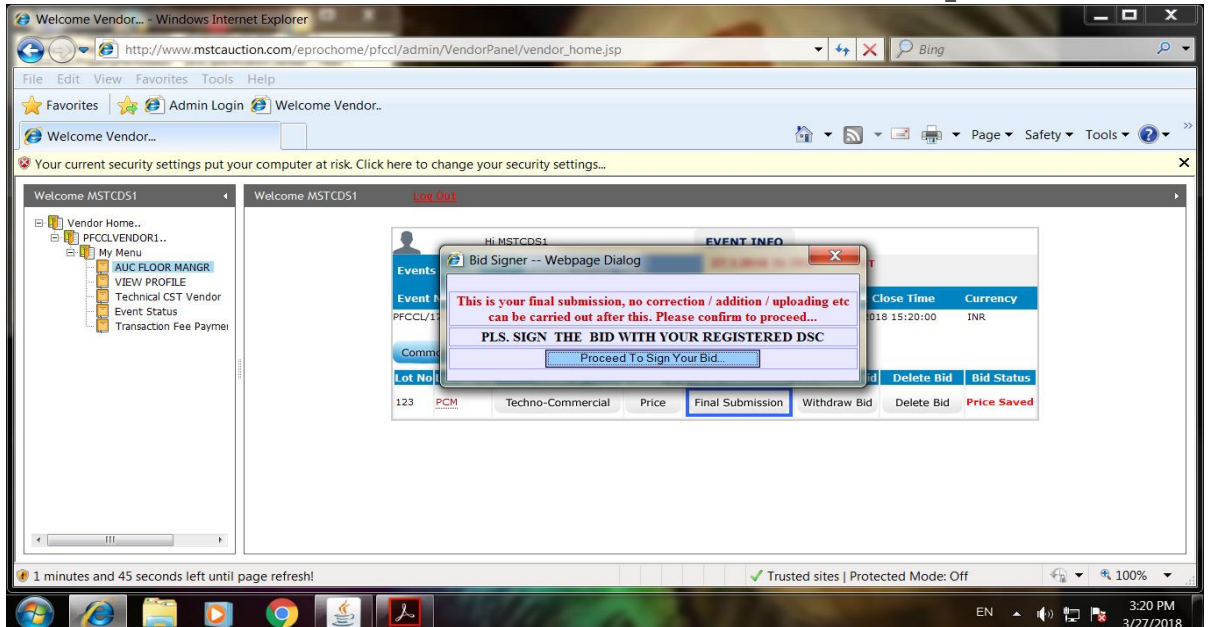




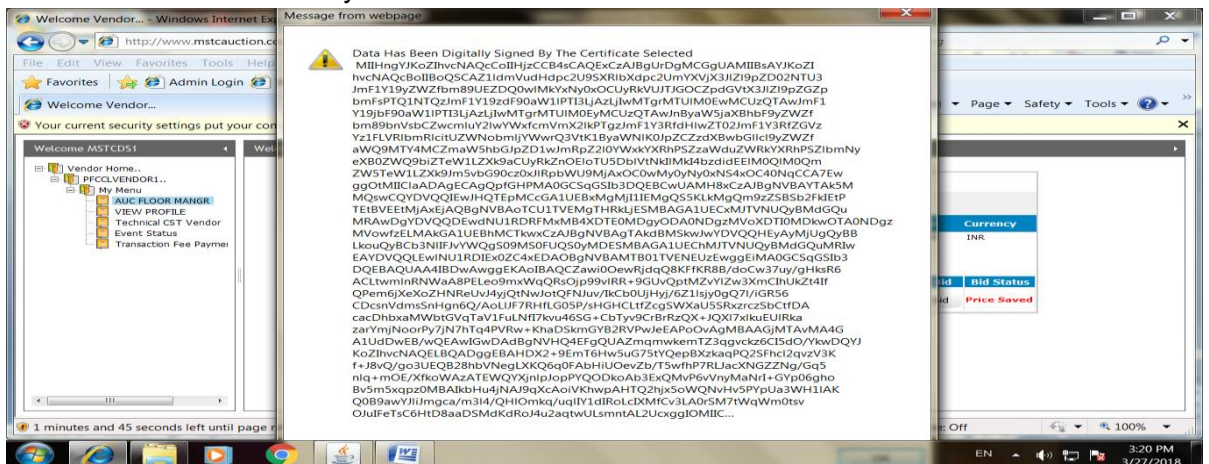
21. Come back to floor and Click on Final submission → allow access to the application → Allow



22. Click on process to sing your Bid and select your DSC→Ok



23. Bid will be submitted finally and Screen will look like it.



Note :

In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.