

PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Ltd. -
A Government of India Undertaking)

Limited Tender invited from Government Companies/Organizations accredited under open cast mining of minerals under category “A” projects from QCI/NABET for assisting “PFCCL in preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks.”



Registered Office
1st Floor, “Urjanidhi” 1, Barakhambha Lane, Connaught Place,
New Delhi – 110 001

December 1, 2017

PFC Consulting Ltd. invites Limited Tender from Government Companies/Organizations accredited under open cast mining of minerals for category “A” projects from QCI/NABET for assisting “PFCCL in preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks.”

a)	Opening date of Tender downloading	1-Dec-2017 from 20:00 hrs (IST)
b)	Closing date of Tender downloading	18-Dec-2017 till 12:00 hrs (IST)
c)	Submission date of E-bids	18-Dec-2017 till 15:00 hrs (IST)
d)	Submission of Pass-Phrase to decrypt the Bid-Part into the ‘Time Locked Electronic Key Box (EKB)	18-Dec-2017(between 15:00 hrs and15:30 hrs) (IST)
e)	Opening of E-bids bids	18-Dec-2017 at 16:00 hrs (IST)

Note: Tender Notice and Tender Document are available on PFC Consulting Ltd. (PFCCL) website and can be downloaded from <https://www.pfclindia.com> or from the e-Tendering portal <https://www.tcil-india-electronictender.com>. For bid submission, the tenderer will have to necessarily download an official online copy of the tender documents from TCIL’s e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal and website of PFCCL. Printed copy of Tender document will not be sold from PFC Consulting Ltd office.

The bidder shall bear all costs associated with the preparation, submission/participation of bid including cost of registration with TCIL portal. PFCCL (Purchaser) in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process. The Special Instruction to Bidders for E-Tendering are enclosed at form-12.

BID INVITATION LETTER

BID INVITATION LETTER

Ref: 03/OdishaUMPP-Coal/Vol I

December 1, 2017

To

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Sub: Limited Tender are invited from Government Companies/Organizations accredited under open cast mining of minerals for category “A” projects from QCI/NABET for assisting “PFCCL in preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks.”

Sir,

PFC Consulting Limited (PFCCL) (“Client”) is assisting Orissa Integrated Power Limited (OIPL), an SPV created as a wholly owned subsidiary of Power Finance Corporation Limited in the selection of developer for setting up of 4000 MW Ultra Mega Power Project near Bhedabahal in the State of Odisha, as per “**Guidelines for Determination of Tariff through transparent process of bidding for procurement of power from Ultra Mega Power Projects (UMPPs) based on allocation of Captive Coal Block and to be set up on Build, Own and Operate (BOO) basis**” to be issued by Ministry of Power, Govt. of India. PFCCL wishes to avail services of a Consulting organisation to undertake **Consultancy assignment for assisting “PFCCL in preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks”**.

- a) **Project Background:** MoP has taken the initiative for facilitating the development of UMPPs under **Guidelines for Determination of Tariff through transparent process of bidding for procurement of power from Ultra Mega Power Projects (UMPPs) based on allocation of Captive Coal Block and to be set up on Build, Own and Operate (BOO) basis**. Central Electricity Authority (CEA) is the Technical partner and Power Finance Corporation (PFC) is the Nodal Agency for the initiative. Orissa Integrated Power Ltd (OIPL) a wholly owned subsidiary of Power Finance Corporation Limited has been incorporated to undertake activities for obtaining various clearances, approvals and linkages including bidding process for selection of developer for Odisha UMPP at Sundargarh district of Odisha as per the Guidelines issued by Ministry of Power, Govt. of India. In accordance to the new Guidelines PFC has incorporated another SPV (Infrastructure SPV) i.e. Odisha Infrapower Limited (OINPL)
- b) **Project Description:** The annual requirement of fuel for Odisha UMPP has been estimated to about 18-20 MTPA Coal. Captive coal mines namely Meenakshi (285 MT), Meenakshi-B (254MT), Dip side of Meenakshi (299 MT) have been allocated by Ministry of Coal to OIPL for the above purpose. The coal will move from pit head to coal loading point at Dhudka chowk through a 6 km belt conveyer system. In this point, Coal will be loaded mechanically from overhead silos in rakes comprising BOBRN wagons. After loading, the coal would be transported through MGR system of about 72 Kms loop length.

The three coal blocks Meenakshi, Meenakshi-B, and Dipside of Meenakshi is located in the Hemgiri Tehsil of district Sundargarh in the state of Odisha. Total Land requirement of coal block area is approx. 1308 ha (492 ha for Menakshi, 486 ha for Meenakshi-B and 330 ha for Dip Side of Meenakshi coal blocks). Additional land requirement of non-coal bearing area is 97.0 ha. The coal block area tentatively involves 102 ha of Reserve/ Protected Forest, 332 Ha Revenue Forest, 236 Ha of Govt Land and 638 Ha of Private Land. The additional land requirement involves 33 ha for township, road, workshop, mine infrastructure etc. and 23.2 ha for conveyor corridor.

The following reports are available with PFCCL relating to the coal blocks:

- i) Geological Report of Meenakshi Coal block – prepared by CMPDIL
- ii) Geological Report of Meenakshi-B and Dipside of Meenakshi coal block - prepared by MECL
- iii) Certified copy of Coal Block Boundary by CMPDIL and block boundary plan prepared by ORSAC using DGPS.
- iv) Feasibility Report for coal Transportation of coal to Odisha UMPP – Prepared by RITES.

The GR of Meenakshi, Meenakshi-B & Dip side of Meenakshi coal blocks is available with PFCCL. Preparation of Integrated GR of Meenakshi, Meenakshi-B & Dip side coal blocks have already been awarded to MECL. The draft Mine plan for Meenakshi Coal block is available with PFCCL. The Integrated Mine plan of all three coal blocks may be awarded to CMPDIL after getting the combined GR of all the three coal blocks.

The prospective bidders may see the above reports at PFCCL office before bidding and copies of these documents shall be made available to the successful bidder.

The scope of work inter-alia includes preparation of Pre-Feasibility Report (PFR) & undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks. The detailed scope of work is given below:

1.0 Scope of Work

(I) Preparation of Pre-Feasibility Report (PFR):

- a) The proposed work involves preparation of PFR for all the three (3) Coal blocks together by projecting it for an opencast mine with an annual capacity of 18-20 MTY. The PFR shall take into consideration all aspects of coal quality and capital cost etc. The objective of PFR is to obtain ToR and eventually obtaining Environmental Clearance from MoEF & CC.
- b) Ministry of Environment and Forests vide circular No. J-11013/41/2006-IA.II(I) dated 30th Dec 2010 has issued Guidelines for preparation of PFR for obtaining prior Environmental Clearance in terms of the provisions of EIA notification, 2006. The PFR is to be prepared for the purpose of obtaining ToR in respect of Environment clearance. Consultants are required to adhere to these Guidelines including addendum/amendments if any, for preparation of PFR.

- c) The PFR shall take into consideration all aspects as per Form-I for obtaining ToR for coal block for providing 18-20 MTPA coal to 4000 MW Odisha UMPP.
- d) The contents of the PFR shall be comprehensive and provide necessary information as per form-I for obtaining ToR from MoEF & CC.
- e) Broadly, the PFR shall contain the chapters & contents as elaborated below.

Sl. No.	Chapter / Contents
i.	<p>Introduction of the project / Background information:</p> <ul style="list-style-type: none"> • A brief description of the Mining Project of Odisha, OMPP. • Need for Mining Project and its importance to the country and / or region. • Demand-Supply Gap of Coal in the country. • Imported Coal for Power Project and its future demand in the country • Price Comparison between Imported Coal & Domestic Coal of same grade • Imports vs. Indigenous production of Coal. • Domestic Markets. • Employment Generation (Direct and Indirect) due to the Mining Project.
ii.	<p>Project Description:</p> <ul style="list-style-type: none"> • Mining Project of UMPP interlinked with the Power Project at Bedabahal, Sundergarh Dist. of Odisha. • Location (map showing general location, specific location, and project boundary & project site layout) with coordinates. • Geology- Area of Coal Block, Reserves, Size & Shape, Quality, Grade variation, etc. • Size or Magnitude of Mining Operation, Life of Mine and Back Filling Requirement. Basis of sizing / Capacity. • Mining Project description with process details (a schematic diagram/flow chart showing the project layout, components of the project etc. should be given) • Consumables like Explosives, Diesel, Lubricants, required for operation of the Mining Project along with estimated quantity, likely source and its mode of transport and storage. • Resource optimization/recycling and reuse envisaged in the project, if any, should be briefly outlined. • Availability of water its source, Energy/Power requirement and source should be given. • Quantity of wastes to be generated (liquid and solid) and scheme for their Management/disposal. • Schematic representations of the feasibility drawing which give information of EIA purpose.

iii.	<p>Site Analysis</p> <ul style="list-style-type: none"> • Connectivity (Rail & Road) • Land Form, Land use and Land ownership. • Topography (along with map). • Existing land use pattern (agriculture, non-agriculture, forest, water bodies, shortest distances from the periphery of the project to periphery of the forests, national park, wild life sanctuary, eco sensitive areas, water bodies (distance from the HFL of the river). In case of notified industrial area, a copy of the Gazette notification should be given. • Existing Infrastructure. • Soil classification. • Climatic data from secondary sources. • Social Infrastructure available.
iv.	<p>Planning Brief</p> <ul style="list-style-type: none"> • Conceptual mine development & Mining methods (facilities, transportation etc). • Population Projection • Land use planning along with Over Burden (OB) Dump (breakup along with green belt etc). • Assessment of Infrastructure Demand (physical & social). • Amenities/Facilities.
v.	<p>Proposed Infrastructure</p> <ul style="list-style-type: none"> • Mining Area • Residential, Office, Infrastructure Area (Non Processing Area). • Green Belt. • Social Infrastructure. • Connectivity (Traffic and Transportation Road/Rail/Metro/Water ways etc) • Drinking Water Management (Source & Supply of water) • Sewerage System. • Industrial Waste Management. • Solid Waste Management. • Power Requirement & Supply/source.
vi.	<p>Rehabilitation and Resettlement (R & R) Plan</p> <ul style="list-style-type: none"> • Policy to be adopted (Central/State) in respect of the project affected persons including home oustees, land oustees and landless labourers (a brief outline to be given).

vii.	<p>Project Schedule & Cost Estimates</p> <ul style="list-style-type: none"> • Likely date of start of construction and likely date of completion (Time schedule for the project to be given). • Estimated project cost along with analysis in terms of economic viability of the project.
viii.	<p>Analysis of proposal (Final Recommendations)</p> <ul style="list-style-type: none"> • Financial and social benefits with special emphasis on the benefit to the local people including tribal population, if any, in the area.
ix.	Any other technical studies/ information required for filling and submission of Form-I portal of MoEF & CC for obtaining ToR.

(II) **HYDROLOGY AND HYDRO-GEOLOGY STUDIES**

The hydrology and hydro-geological study will be done for the study area comprising of Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks including infrastructure facilities. The scope includes the following details:

- i) The hydro-geological study will be based on historical data of stream discharges leading to the determination of water budget for surface/groundwater regime including Pumping Test in the area. Aquifers will be identified with respect to stratigraphical sequence. The recharge-discharge of the area and the net flow of the area will be presented.
- ii) Preparation and submission of report based on latest available one-year pre-monsoon and post-monsoon baseline data covering information on groundwater situation, aquifer characteristics and water level conditions. The predicted impact of the project on groundwater regime and detailed remedial / conservation measures such as artificial recharge of groundwater, etc. will also be covered.
- iii) For estimation of groundwater resource and designated study area; the area will be sub-divided into command and non-command areas, watershed-wise (in case of hard rock / consolidated formations) / block-wise /mandal-wise in case of alluvial / unconsolidated formations). The report will be based on actual field inventory of existing wells with supplementary information would be provided from secondary sources. For estimating ground water resources in the area the latest Ground Water Estimation Committee recommendations will be followed.

(III) **DGPS Survey Work**

- i) The scope of work involves DGPS of forest patches of all three (3) coal block in consultation with Odisha Space Application Centre (ORSAC). DGPS surveyed map of Coal Blocks Boundary prepared by ORSAC shall be provided by PFCCL. DGPS survey of forest patches is to be conducted by ORSAC as per the Guidelines of MoEF & CC, ORSAC and Govt. of Odisha.

- ii) Consultant shall prepare application for submission to ORSAC to carryout Cadastral based digital geo-referenced coal block map generated through DGPS/ETS survey. Consultant will co-ordinate with ORSAC and provide all necessary assistance for successful completion and certification of DGPS/ETS by ORSAC.
- iii) As per MoEF & CC and MoC directives (June 29, 2011) of Hon'ble MOS (I/C), E & F Sh. Jairam Ramesh, 200 Ha of Medium Density Forest (MDF) land is to be surrendered. The Forest land to be surrendered comprises of 150 Ha MDF land pertaining to Meenakshi-B Coal block & 50 Ha MDF land pertaining to Dip side of Meenakshi Coal Block. The Consultant shall coordinate with CMPDIL/MoC, Forest Dept. of Odisha and with consideration of GR of Coal blocks, in identifying MDF area to be surrendered and mark-up the same on ORSAC block boundary Maps (as provided by PFCCL).
- iv) Fee/payments towards conducting the DGPS/ETS survey of forest patches inside coal block boundary will be paid by PFCCL directly to ORSAC. **Thus, the Consultant should not incorporate the fees of ORSAC in it's financial Proposal.**
- v) To enable ORSAC to conduct DGPS survey, the Consultant shall assist ORSAC in obtaining the following documents and provide necessary inputs for:
 - a) Collection of revenue maps/cadastral sheets covering coal block boundary from State Revenue departments.
 - b) Collection of forest maps demarcating the classified forest area from DFO office.
 - c) Digitisation & Mosaicking of all revenue maps/cadastral sheets & marking of forest land.
 - d) Field survey (DGPS/ETS) based on CMPDIL block boundary certified map provided by PFCCL for demarcating block boundary & forest boundary.
 - e) Preparation of Land Schedule based on surveyed block boundary as well as Rights of Record (ROR) data.
 - f) Liaisoning with Deputy Director of Mines, Divisional Forest Officer (DFO), Tahasilder, allocatees of coal blocks having common boundary etc. in presence of their representative during demarcation and certification of block boundary and land schedule.
- vi) After completion of DGPS survey, the Consultant has to carry out pillar-posting (along with coordinates) of the Coal block boundary and forest patches inside all the three (3) Coal blocks as per the requirement of MoEF & CC and State forest Department of Odisha.

(IV) Preparation of Forest Diversion Proposal (FDP)

- i) The Consultant shall undertake preparation of a Complete and Comprehensive Forest Diversion Proposal (FDP) (in accordance to **Form-A, Part-I**) for the forest area within the Geological coal block boundary of all three Coal blocks (i.e. Meenakshi. Meenakshi-B & Dip side of Meenakshi Coal blocks) as per the Forest Conservation

Act, 1980/Guidelines/Orders/Circulars with all amendments thereafter, and as per prevailing GOI Guidelines and current practice and procedure applicable under the laws of Forest Dept, Odisha.

- ii) Consultant has to prepare and submit the proposal for diversion of forest land (as per the requirement of **Form-A, Part-I**) based on MOEF& CC Guidelines. The Proposal shall include identification of forest land, field survey / enumeration of trees, listing of tree details, preparation of village maps, demarcation on toposheet, cost-benefit analysis, KML (Keyhole Markup Language) files, NOC from District Magistrate for Jungle-Jhari land. The complete proposal shall be submitted to PFCCL in soft (as per requirement of online submission to MoEF & CC portal) as well as hard copy. The Consultant has to submit the nine (9) set (hard copy) of complete Forest Diversion Proposal.
- iii) The Consultant would prepare mitigate Wildlife Management Plan and Flora/Fauna Management Plan along with Comprehensive Biodiversity Management Plan to mitigate the possible impacts of mining on the surrounding forest and wildlife. The wildlife Management Plan and Flora/Fauna Management Plan along with Comprehensive Biodiversity Management Plan to mitigate the possible impacts of mining on the surrounding forest and wildlife are prepared in such a way that it may be used for onward submission to Chief wild life Warden for obtaining NoC. The study area will comprise of core zone (i.e. Meenakshi, Meenakshi-B, and Dip side of Meenakshi Coal Blocks to be allocated to 4000 MW Odisha Ultra Mega Power Project and also coal conveyor corridor from the three mine blocks to the loading point of MGR corridor) and buffer zone (10 Km all around the periphery of the core zone).
- iv) *The scope of work includes preparation and submission of FDP as per Form-A, Part-I of MoEF & CC for Forest clearance and assistance in forwarding the FDP from DFO to CF/RCCF.*

2.0 Eligibility Criteria

The bidder should meet the following eligibility requirements:

- 2.1 The bidder should have following minimum experience of having successfully completed the following work during last Ten (10) years from the bid due date:
 - i) Bidder should have valid accreditation/provisional accreditation under open cast mining of minerals for **Category “A”** projects from National Accreditation Board of Education & Training (NABET) / Quality Council of India (QCI) for conducting Environmental Studies (EIA/EMP) for Environment Clearance.
 - ii) At least one (1) consultancy assignment for EIA/ EMP studies of open cast or underground mining for coal/ lignite /any other minerals of lease area more than 150 hectares and obtained Environmental Clearance (EC).

And

At least one (1) consultancy assignment for preparing/submitting/obtaining Forest Clearance from Ministry of Environment and Forests & Climate Change (MoEF & CC).

Note: The CV of all experts and team members must be enclosed with the Bid document and listed at Form-3.

The Bidder is required to submit the documentary evidence for meeting the above eligibility criteria as per the format enclosed at Form No.2.

3.0 Period of Engagement

The period of engagement would be till the completion of various activities and submission to PFCCL and acceptance thereof.

4.0 Basis of Offer

4.1 Bidders shall quote prices in INR. The price should be quoted on a lump sum basis inclusive of all taxes and duties etc. The GST and applicable taxes, cess etc. shall be paid extra.

4.2 The price quoted by the bidders shall be firm.

4.3 No escalation for any reason whatsoever shall be allowed over and above the bid price. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the successful bidder by PFCCL.

4.4 The bidder shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to PFCCL.

4.5 Any statutory fees to the Government authority(ies) shall be made by PFCCL.

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

4.7 The Consultant has to make his own independent arrangements for transportation, storage facilities, Tools, tackles, machinery, equipment, etc. and the manpower required to execute the contract.

5.0 Submission of Bid

5.1 Bid shall consist of two parts "**Technical Proposal**" and "**Financial Proposal**" and should be duly submitted online using the e-Procurement Portal <https://www.tcil-india-electronictender.com> before the due date. The last date for Bid submission (i.e. Bid Due date) online on e-Procurement Portal <https://www.tcil-india-electronictender.com> would be **December 18, 2017 at 15:00hrs (IST)**.

Note:

- i) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation / part scope of work will be considered.
- ii) All the documentary evidence required for meeting the eligibility criteria as per clause 2.0.
- iii) All the documentary evidence required for completing technical evaluation as per clause 6.2(A) & 6.2 (B).
- iv) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order and Completion certificate/ /proof of final payment/ any other relevant documents as a proof for completion of the assignment) to be provided in support of past experience.
- v) Details of key personnel proposed to be deployed are to be provided in Technical bid as per format provided at Forms-3 & 4.
- vi) The Bidder should submit a Letter of Authority in favour of the authorised signatory submitting the Bid as per Form -5.
- vii) Adequacy of the proposed Methodology, work Plan, resources and manpower for undertaking the Scope of Works and deliverables as per Form - 7.
- viii) Copy of valid accreditation certification from NABET/QCI under Mining of Minerals- Category-A.

5.2 PFCCL may call for any clarifications/ information if required.

5.3 The Forms mentioned in clause 6.2(A) & 6.2 (B) above along with relevant documents including covering letter will form part of tender documents. Each of the above Forms and also other documents to be submitted as per the bidding documents are to be duly signed on each page and stamped as required by the authorized representative of the bidder, which shall constitute the bid.

6.0 Bid Opening and Evaluation of Proposals

6.1 Opening of Technical Proposal

The Technical Proposal will be opened online on **December 18, 2017 at 16:00 hrs (IST)** in the presence of the authorized representatives of the bidders, who wish to be present online.

6.2 Evaluation of Technical Proposal

The Technical proposal would be opened and seen in respect of the following:

A) Responsiveness Check

The responsiveness check will be with respect to the following:

- i) The Technical Proposal should contain Form-1, Form-2, Form-3, Form-4, Form-5 and Form -7 duly filled and signed by the authorised signatory. The Authority Letter shall be submitted as per Form-5.
- ii) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ conditional scope of work will be considered.
- iii) Details of past experience and other relevant documents for meeting the eligibility requirements are to be provided in Technical Bid as per format at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order or any other related documents etc. and proof of satisfactory completion for assignments handled from their Clients.) to be provided in support of past experience.
- iv) Adequacy of the proposed Methodology, Work Plan, Resources and manpower and capability know-how are to be provided in responding to the Scope of Work as per Form - 7.
- v) Details of composition of Team and Team Leader proposed to be deployed are to be provided in Technical bid as per format provided at Form- 4.
- vi) Copy of valid accreditation certification from NABET/QCI under Mining of Minerals under Category-A.

PFCCCL may call for any clarifications/ information if required. Bid of any firm 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

The bidders are technically evaluated on the basis of eligibility in accordance to clause 4.0. The bidders are required to submit the documentary evidence in support of claiming the above experience and details shall be furnished as per Form-2. **The bidder not fulfilling the criteria in accordance to clause 3.0 would not be qualified for opening of financial Proposal.**

7.0 Opening of Financial Proposal

- 7.1 The “**Financial Proposal**” would be opened only for the technically qualified bidders. The date and time of opening of the “Financial Proposal” of the technically qualified bidders will be intimated along with qualifications of the technically qualified bidders.

The Financial Proposal will be opened in the presence of the authorized representatives of the bidders, who wish to be present.

7.2 Financial Proposal Evaluation

Financial Proposals of only such bidders will be opened online who have been declared Technically Qualified. Financial Proposal of Bidders, technically not qualified will not be opened.

The assignment will be awarded to the technically qualified bidder who has quoted lowest Lump Sum price, in Indian Rupees, without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected out rightly.

Note: In case of tie of financial proposal, the assignment should be awarded to the bidder having more experience claimed as per format no- 2.

8.0 Team Composition and Team Members

Team composition and CV of team member to be deployed for the assignment are provided as per Form -3 & 4.

9.0 Submission of Progress Report and Progress Review Meetings

The Consultant shall submit progress report every fortnight clearly specifying the progress achieved during the period and targets for the next 15 days to achieve the schedule targets as per schedule. If the work is not progressing as per schedule, then the consultant shall clearly pin point the cause of the delay along with remedial measures so that no further delay should take place.

10.0 Contract Performance Guarantee (CPG)

In the event of an award, the selected bidder (Consultant), within thirty (30) days of issue of Letter of Award from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to 10% (Ten Percent) of the total consultancy fee. The CPG should be as per PFCCL's proforma.

The CPG should be kept valid upto 30 (Thirty) months from the Letter of Award which may be extended further if demanded by PFCCL.

11.0 Contract Agreement

11.1 In the event of award, the selected bidder ("Consultant") will be required to enter in to 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.

11.2 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.

- 11.3 The Agreement will be signed in two originals and the consultant shall be provided with one signed original Agreement
- 11.4 The date of the contract agreement in no case shall alter the date of start or completion period of the work.
- 11.5 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.

12.0 Validity of Bid

Bidders shall keep their bids /proposals valid up to 120 (One hundred Twenty) days from the date of opening of the Financial Proposal. Bidders may be required to further extend the validity of Bid as per the requirement of PFCCL.

13.0 Deliverables, Timelines & Terms of Payment

- 13.1 **The zero date shall starts with the issuance of LoA or signing of Agreement whichever is earlier.** The schedules for completion of various activities, deliverables and terms of payment are as follows:

Sl. No.	Milestone	Percent (%)	Cumulative Percentage (%) paid	Time Schedule from the date of issue of LoA (in days)
I	Advance for Site Mobilization against submission of Bank Guarantee (BG) of equivalent amount as per PFCCL proforma to be valid for 6 months from the date of Letter of Award. (To be recovered in two equal instalments from the stage payments i.e. from 13.1 (II) and (III)). In case no such stage payment becomes due till the expiry of Bank guarantee, the BG will be required to be extended for a further period of 6 months on one occasion till such period the amount is	10%	10%	

Sl. No.	Milestone	Percent (%)	Cumulative Percentage (%) paid	Time Schedule from the date of issue of LoA (in days)
	completely recovered)			
II	Preparation and Submission of Pre-feasibility Report (PFR) as per Guidelines of Ministry of Environment and Forests & Climate Change (MoEF & CC), Govt. of India (in accordance to Para 1.0(I) of scope of work)	30	35	180
III	Preparation and Submission of Hydrology and hydro-geology studies (in accordance to Para 1.0(II) of scope of work)	20	50	210
IV	Preparation and Submission of DGPS Survey Report from ORSAC (in accordance to Para 1.0(III) of scope of work)	20	70	270
V	Preparation and Submission of Forest Diversion Proposal (FDP) complete in all aspects for online submission to MoEF & CC portal (in accordance to Para 1.0(IV) of scope of work)	27	97	730
VI	Forwarding of FDP from DFO to CF/ RCCF	3	100	820
Total		110%	100%	

- 13.2 Interest free advance shall be given on submission of Bank Guarantee for an equivalent amount. The validity period should be kept 30 (Thirty) months from the Letter of Award which may be extended further if demanded by PFCCL.
- 13.3 The obligation of General Goods & Service Tax (GST) or any other taxes in lieu of service tax and educational-cess or any such tax/levy calculated as a percentage of applicable taxes on the date(s) of payment(s) shall be paid/borne by PFCCL over and above the bid price (price to be quoted as per Form-6). Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the successful bidder by PFCCL.
- 13.4 Any statutory fees/payments to the Government authority(ies) shall be made by PFCCL. Payment to ORSAC shall be made directly by PFCCL.

- 13.5 All travel, boarding and lodging related expenses incurred by the Consultant's personnel for journeys to site or PFCCL Office or anywhere in connection with the consultancy services/study under Scope of this Specification will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.
- 13.6 The consultant shall submit the bills in duplicate to PFCCL, as per terms of payment indicating the milestone/activity achieved.
- 13.7 The consultant shall submit the above deliverables as per the scope of works indicated in this tender document. **Any deliverable not mentioned here but required as per the scope of work for completing the assignment, shall be submitted by the Consultant.**
- 13.8 Further, on issuance of Letter of Award (LoA), the selected consultant is required to prepare and finalize in consultation with the PFCCL, a detailed implementation schedule along with the deliverables covering all activities to meet the overall time schedule of the assignment. Any activity not mentioned here but required as per the scope of work for completing the assignment, shall be completed within the above completion schedule by the consultant.
- 13.9 The above completion schedule shall be adhered to under all circumstances. PFCCL may, if satisfied, may grant time extension for any delay in completion of any of the above activities for the reasons not attributable to the Consultant.

14.0 Liquidated Damages

For any delay attributable to the Consultant, beyond the Scheduled dates/ period of completion of various activities as per the work schedule as per clause no 3.0, the Consultant shall pay to owner, liquidated damages and not as penalty, an amount worked out at the rate of 0.5% (half percent) of the contract value of the corresponding uncompleted activities and services per one week or part thereof. However, the total liability of the consultant under this clause shall not exceed 5% (Five percent) of the cost of corresponding services as awarded.

14.0 Other Terms & Conditions

- i) The financial proposal by the bidders shall be in Indian Rupees as per format enclosed (Form 6) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- ii) The Consultant shall make available the services of the identified personnel as may be required for successful completion 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.
- iii) 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 CEO.

- iv) 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.
- v) 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.
- vi) PFCCL reserves the right to cancel the contract at any stage of the work, in case any information given at the time of submission of the bid in respect of team / team member(s) is found to be incorrect.
- vii) Given the nature of the work being entrusted, the firm 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 firm could be terminated.
- viii) If due to any reason or decision of the Govt. / PFCCL, 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.
- ix) **Conflict of Interest:** Organizations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients 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, organisation would not be hired, under the circumstances set forth below:

Organisation who 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, would not be engaged. A declaration to this effect would be taken from the organisation when being engaged, and if found incorrect, the organisation would be debarred from any further engagement by PFCCL ever.
- x) 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

- xi) PFCCL reserve the right to accept or reject all Proposals/Offer or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- xii) PFCCL reserve the right to accept or reject any lower offer and / or split the work between more than one bidder without assigning any reason thereof.
- xiii) 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.

Yours sincerely,

FOR and on behalf of PFC Consulting Ltd.

**(Shwetabh Verma)
Sr. Manager**

Encl.: As Above

BID FORMS AND PROFORMA

FORM – 1: COVERING LETTER

From: To:
Name: Shwetabh Verma
Designation: Sr. Manager
Address: PFC Consulting Ltd.
First Floor, Urjanidhi,
1, Barakhamba Lane,
Connaught Place,
New Delhi – 110 001

Sir,

Sub: Electronic Bids are invited from Government Companies/Organizations accredited under open cast mining of minerals for category “A” projects from QCI/NABET for assisting PFCCCL in “Preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks”

1. We _____(Name of consulting organization) herewith enclose Technical and financial proposal for selection of our organisation as consultant on lump sum basis for **Consultancy assignment for assisting “PFCCCL in Preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks”**.
2. We are submitting our bid consisting of:
 - i) **Technical Bid** in a sealed envelope consisting of:
 - a) Form-1, Form-2, Form-3, Form-4, Form-5 and Form -7 duly filled and signed by authorised signatory and authority letter as per Form-5.
 - b) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation / part scope of work will be considered.
 - c) All the documentary evidence required for meeting the eligibility criteria as per clause 2.0.
 - d) All the documentary evidence required for completing evaluation as per clause 6.2(A) & 6.2 (B).
 - e) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order and Completion certificate/ /proof of final payment/ any other relevant documents as a proof for completion of the assignment) to be provided in support of past experience.

- f) Details of key personnel proposed to be deployed are to be provided in Technical bid as per format provided at Forms-3 & 4.
 - g) The Bidder should submit a Letter of Authority in favour of the authorised signatory submitting the Bid as per Form -5.
 - h) Adequacy of the proposed Methodology, work Plan, resources and manpower, capability know-how for undertaking the Scope of Works and deliverables as per Form - 7.
 - i) Copy of valid accreditation certification from NABET/QCI under Mining of Minerals under Category-A.
- ii) **Price Offer** should be submitted online as per format provided at Form 6 of Bid document.
3. _____ [Name and contact information of one of the team member] shall be the Team Leader for the assignment.
 4. We declare that the quoted lump sum fee is firm and shall remain valid for the entire period of the consultancy assignment excluding statutory costs, if any. We further declare that the above quoted fee includes all taxes, duties & levies etc. other than service tax payable by us under this consultancy assignment.
 5. 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.
 6. We confirm that the prices and other terms and conditions of this proposal are valid for a period of 120 days from the date of opening of the Financial Proposal.
 7. We declare that the services will be rendered strictly in accordance with the specifications. 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 total consultancy fee in the form of bank guarantee shall be provided by us as per the prescribed format in case of placement of award.
 8. 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.
 9. We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.
 10. We confirm and certify that all the information / details provided in our bid are true and correct.

11. We give our unconditional acceptance to the Bid Documents issued by PFCCL, as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.
12. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the 'Bid Document'. The proposal is unconditional.
13. 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.
14. 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.
15. 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:

FORM – 2: EXPERIENCE OF ORGANISATION

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

Sl. No.	Name of Assignment with work order no. and date	Name of Client & address	Date of Commencement	Date of Completion	Scope in brief
1					
2					
3					
4					

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 and completed the above mentioned work/assignments

Signature of Authorized Signatory

Full Name

Address

Note:

1. *The Bidder's relevant experience in respect of EIA/EMP studies, forest clearance and grant of Environment Clearance for category-A Project from last Ten (10) years from the date of issue of the tender will be considered.*
2. *Please attach the copy of Environment Clearance issued by MoEF & CC for the assignments for which experience is being claimed.*
3. *Please attach a valid copy of accreditation certification from NABET/QCI under Mining of Minerals- Category-A.*
4. *Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/LoI/Purchase Order/ or any other representative documents etc.*

FORM – 3: COMPOSITION OF TEAM AND THE TEAM LEADER TO BE DEPLOYED

	Name
	<u>Team Members</u>
	Team Leader
1	
	Project Engineer
1	
2	
	Field Engineer
1	
2	
3	
	Experts
1	
2	
3	
4	
5	
6	

Signature of Authorized Signatory

Full Name

Address

**FORM – 4: CURRICULUM VITAE FOR EACH MEMBER OF CONSULTANT’S
TEAM**

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.)

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).

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 wilful misstatement described herein may lead to disqualification of the firm.

Signature of Team member

Full Name

Date

Signature of Authorised Signatory

Full Name

Date

FORM – 5: AUTHORISATION LETTER
(ON THE LETTER HEAD OF THE ORGNISATION /FIRM)

We authorize _____ [Name of the person], who is employed and holding the position of[Designation] in our Company, to submit bid on our behalf and do all such acts, deeds and things necessary in connection with or incidental to submission of Bids for [Name of the Bid]. The Signature of the Authorized Person is also attested herewith.

Signature of Authorized Person:

Full Name:

Designation:

Signature:

Full Name:

Designation:

Address:

(Seal)

**FORM – 6: SCHEDULE OF PRICE BID
(FINANCIAL PROPOSAL)**

Sub: Financial Proposal for Consultancy assignment for assisting “PFCCL in Preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks”.

I _____ (Name) on behalf of _____ (Name of the Consultancy Organisation) herewith submit the Financial Proposal for **Consultancy assignment for assisting “PFCCL in Preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks”**

SL. No. (A)	Description (B)	Unit (in INR) (C)	Amount in INR (D)
1.	Financial Proposal for consultancy assignment from Government Companies/Organizations accredited under open cast mining of minerals for category “A” projects from QCI/NABET for “Assisting PFCCL in Preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks”	Lumpsum	

Note:

- The price offer for the Assignment should be quoted on a lump sum basis inclusive of all taxes and duties etc other than GST or other applicable taxes. Any statutory fees/payments to the Government authorities shall be made by the Client. No escalation for any reason whatsoever shall be allowed over and above the bid price.*
- The obligation of General Goods & Service Tax (GST) or any other taxes in lieu of service tax and educational-cess or any such tax/levy calculated as a percentage of applicable taxes on the date(s) of payment(s) shall be paid/borne by PFCCL over and above the bid price (price to be quoted as per Form-6). Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the successful bidder by PFCCL*

3. *All related travel expenses incurred by the Consultant's personnel for journeys to site or PFCCL Office or anywhere in connection with the consultancy services/study under Scope of this Specification will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.*
4. *The financial proposal with condition(s) or alternate price bid will be summarily rejected.*
5. *Any statutory fees/payments to the Government authorities shall be made by the PFCCL.*

Seal

Authorised Signatory
Full Name,
Address

FORM -7

THE PROPOSED METHODOLOGY, WORK PLAN, RESOURCES AND MANPOWER FOR UNDERTAKING THE TASKS AS PER SCOPE OF WORK AND DELIVERABLES

Bidder`s Name & Address

To
PFC Consulting Limited
(A wholly owned subsidiary of Power Finance Corporation Ltd.)
First Floor, "Urjanidhi", 1-Barakhamba Lane
Connaught Place
New Delhi-110 001

Dear Sir,

We hereby enclose a brief write up on the proposed methodology to be adopted **for assisting "PFCCCL in Preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks"** indicating the following:

- i) Approach Methodology and Work Plan in responding to scope of work and deliverables
- ii) Resources available for performing the assignment.
- iii) Key Personnel and their Task Assignment for Completing the Assignment

Authorised Signatory:

Full Name:

Address:

(Seal)

Form-10

The stamp paper of appropriate value shall be in the name of Bank issuing the guarantee.

**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` which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) by issue of Owner's Letter of Award (LoA) Nodatedand the same having been unequivocally accepted by the Consultant resulting into a contract valued at Rs.(Rupees - ---- only).....for the Scope of Work given in LoA and the 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 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 Consultant any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and 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 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 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 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 the Owner or any other indulgence shown by the 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 Consultant and notwithstanding any security or other guarantee that the Owner may have in relation to the 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/swhose behalf this guarantee has been given.

Dated this Day of 2018.....at

WITNESS: (Authorised Signatories of the Bank)

1.

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official address)

.....
(Designation with Bank Stamp)

No/Signature no.

Attorney as per Power of Attorney

2.

Dated

.....
(Signature)

.....
(Name)
(Official address)

Note:

1. This sum shall be ten percent (10% of the total Contract Price).
2. The validity period of BG should be 30 (Thirty) months.

Form-11

The stamp paper of appropriate value shall in the name of Bank issuing the guarantee.

PRO FORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

Ref: _____

Bank Guarantee: _____

Date: _____

Dear Sir,

In consideration of M/s _____ (Hereinafter referred as the 'Owner', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and assigns), having awarded to M/s. _____ (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award (LoA)/ Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant resulting in a Contract valued at Rs. _____ (Rupees ____ only) for the Scope of Work as per LoA.

Contract (hereinafter called the 'Contract') and the Owner having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter 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 immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and 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 vary the advance or the extend the time for performance of the Contract by the 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 Owner and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any convenience, contained or implied, in the Contract between the Owner and the Consultant any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these present 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 act or forbearance or other acts of omission or commission on the part of

\the Owner or any other indulgence shown by the Owner or by any other matter 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 Consultant and notwithstanding any security or other guarantee that the Owner may have in relation to the Consultant's liabilities.

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

Date this _____ day of _____ 2018 _____
at _____

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

Designation (With Bank Stamp)

Attorney/signature No. _____

Dated _____

Strike out, whichever is not applicable

@validity period of BG should be for 24 (Twenty four) months.

Note: 1 The stamp papers of appropriate value shall be purchased in the name of bank who issues the 'Bank Guarantee'.

CONTRACT AGREEMENT

CONTRACT AGREEMENT 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 _____ 2018, 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 Technical Consulting Organization for assisting **"PFCCL in Preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks"**

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 ARE 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 Clause 12 hereof between the Owner and the Consultant.
- (c) "Consultant" means _____ Company and also includes any other consultants or sub-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 Award 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 the Contract as referred to Clause 3.
- (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 "undertaking various consultancy works related to coal mining for assisting **“PFCCCL in Preparation of Pre-feasibility Report and undertaking preparatory activities pertaining to preparation of Forest Diversion Application (FDP) for Meenakshi, Meenakshi-B, and Dipside of Meenakshi Coal Blocks”**
- (k) "Services" means the works to be provided/performed by the Consultant and/or, the Sub-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 Sub-consultant.

2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:

- (a) The Consultant shall render/perform services at Delhi/Odisha (based on requirements of assignments) and at the Project site at **Meenakshi, Meenakshi- B and Dipside of Meenakshi coal blocks near Sundargarh.**
- (b) The Consultant also undertakes to perform/render services at other location or elsewhere as required for the Odisha 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 30 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 contract price in accordance with the terms and conditions specified in the contract and in the Bid Documents. The guarantee shall be valid until after expiry of a period of 6 months from the date of issue of No Claim Certificate by the Owner.

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 Consultant 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 award 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/Sub-consultants or Third Parties.

5.2 COMPLAINACE 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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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, sub-consultant, sub-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 Sub-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 Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Owner prior to the award of the subcontract, and
 - (ii) That the Consultants shall remain fully liable for the performance of the Services by the Sub-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 B 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 sub-consultants listed by title as well as by name in **Appendix C** 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 titles, job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in **Appendix C**.

- (b) If required to comply with the provisions of the Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in **Appendix C** may be made by the Consultant by written notice to the Owner, provided:
 - (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger.
 - (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract. Any other such adjustments shall only be made with the Owner's written approval.
- (c) If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated periods of engagement of Personnel set forth in **Appendix C** 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 VOID

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 CEO, PFCCL or to an executive authorized by CEO, 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 mentioned in the Terms of Reference (**Appendix-A** and **Appendix-B**) and after the issuance of No Claim Certificate.

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 submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultants know to be false;
- (d) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if Consultant become 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 10.1** 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 Sub-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 Award 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 minimise 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 Liquidated Damages

For any delay attributable to the Consultant, beyond the Scheduled dates/ period of completion of various activities as per the agreed work schedule, the Consultant shall pay to owner, liquidated damages and not as penalty, an amount worked out at the rate of 0.5% (half percent) of the contract value of the corresponding activities and services per one week or part thereof. However, the total liability of the consultant under this clause shall not exceed 5% (Five percent) of the total cost of services as awarded.

11.6 Consultation

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have 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 the 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 the 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 Sub-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 Corp. Ltd.)
First Floor,'Urjanidhi', 1, Barakhamba Lane,
New Delhi - 110001
Attention: Mr. _____
Facsimile: 011-23443990

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.

The 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 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

Duties of the Consultants

Description of the Services

- A - Detailed descriptions of the Services to be provided as per scope of work and deliverables indicated in Bid invitation Letter of Bid Document, letter of the bidding ; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc.

Reporting requirements

- B - Format, frequency and contents of reports; persons to receive them; dates of submission; etc.

Consultants' Personnel

- C - Titles and names, [if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work in India, and man-months for each.

Duties of the Owner

- D - Services, facilities, to be made available to the Consultants by the Owner.

Letter of Award

DESCRIPTION OF THE SERVICES

The consultant has to provide services as detailed below as per scope of work and deliverables indicated in Bid invitation Letter of Bid Document/LoA, letter of the bidding; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc. which is required for the successful completion of the assignment

Authorized /designated
Representative of Owner

Authorized /designated
Representative of Consultant

REPORTING REQUIREMENTS

1. The Deliverables, Time Schedule and the Completion period will be as indicated below or as agreed from time to time::

Authorized /designated
Representative of Owner

Authorized /designated
Representative of Consultant

CONSULTANTSKEY PERSONNEL

List of key Personnel to be assigned to the assignment

Authorized /designated
Representative Of Owner

Authorized /designated
Representative of Consultant

DUTIES OF THE OWNER

Owner will provide all assistance to the consultant in facilitating the studies and surveys to be conducted at site.

Authorized /designated
Representative of Owner

Authorized /designated
Representative of Consultant

Form – 12: SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, PFC Consulting Ltd. has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender. A portal built using Electronic Tender's software is also referred to as Electronic Tender System (ETS). Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

- **Electronic Bid System**
- **Pre-qualification followed by Bidding**
- **Single Stage Two Envelope (Technical & Financial)**

Broad Outline of Activities from Bidder's Perspective:

1. **Procure a Digital Signing Certificate (DSC)**
2. Register on Electronic Tendering System (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS
7. Clarification to Tender Documents on ETS
 - Query to **PFC Consulting Ltd.** (Optional)
 - View response to queries posted by **PFC Consulting Ltd.**
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
 - Respond to **PFC Consulting Ltd.** Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Financial-Part)
(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital

Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer<http://www.cca.gov.in>].

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com> vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26202699(Multiple Lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

PFC Consulting Ltd. Contact	
Contact Person	Mr. ShwetabhVerma, Sr. Manager
Telephone	011-23443808 [between 9:00 hrs to 17:30 hrs on working days]

Some Bidding related Information for this Tender (Sealed Bid)

The Bidder has to submit Bid document by **December 18, 2017 till 15:00 Hrs (IST)** online on TCIL portal. The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Technical Part
 - Financial Part

- Submission of digitally signed copy of entire Tender Documents/Addendum

Offline Submissions:

No offline submission is required.

Note: The Bidder should also upload the scanned copies of all the documents as Bid-Annexure during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software, Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bidencryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms and the 'Main-Bid', the contents of the Electronic Forms shall prevail. Alternatively, **PFC Consulting Ltd** reserves the right to consider the higher of the two pieces of information (e.g the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in

the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the PFC Consulting Ltd.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to **PFC Consulting Ltd.** office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the **PFC Consulting Ltd.**) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Centre**.

The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 or above)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)