

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

Electronic Tender

For

*Appointment of Consulting Organization for assisting PFCCL in implementation of Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)*

**(Only for firms/organizations Empanelled by with PFCCL under Area Code 3(F), 3(H)(iv)(v))**



(A wholly owned subsidiary of Power Finance Corporation Ltd.)

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

**E-Tender Notice No.: 03/IPDS/APEPDCL/PMA/  
Date: 04.08.2015**

**PFC Consulting Ltd. invites E-Tenders for “Appointment of Consulting Organization for assisting PFCCL in implementation of Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)”.**

a)	Opening date of Tender downloading	04-August-2015 from 12:30 hrs (IST)
b)	Closing date of Tender downloading	13-August-2015 till 12:30 hrs (IST)
c)	Submission date of E-bids	13-August-2015 till 15:00 hrs (IST)
d)	Submission of Pass-Phrase to decrypt the Bid-Part into the ‘Time Locked Electronic Key Box (EKB)	13-August-2015 (between 15:30 hrs and 17:30 hrs) (IST)
e)	Opening of E-bids (Technical)	14-August-2015 at 11:00 hrs (IST)
f)	Opening of E-bids (Financial)	To be intimated to technically qualified Bidders

Note: Tender Notice and Tender Document are available on PFC Consulting Ltd. (PFCCL) website and can be downloaded from <https://www.pfcclindia.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.

The bidder shall bear all costs associated with the preparation, submission of bid, participation in bidding process including cost of registration with TCIL portal. PFCCL in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

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## BID INVITATION LETTER

Ref: 03/IPDS/APEPDCL/PMA

August 4, 2015

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**Subject: Electronic Tender for “Appointment of Consulting Organization for assisting PFCCL in implementation of Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)”.**

Dear Sir,

Govt. of India has launched Integrated Power Development Scheme (IPDS) for Urban areas with the following components,

### **Components under Integrated Power Development Scheme (IPDS)**

- i. Strengthening of Sub-transmission and Distribution network in urban areas;
- ii. Metering of distribution transformers / feeders / consumers in urban areas and,
- iii. Rooftop Solar Project, installation of solar panels on Govt. buildings and smart/net meters as a mandatory component under IPDS
- iv. Continuing IT enablement of distribution sector and distribution network strengthening as per the norms of the ongoing scheme of RAPDRP by subsuming the same in IPDS.

PFC Consulting Limited (PFCCL) has been appointed as Project Management Agency (PMA) by Eastern Power Distribution Company of A.P. Ltd. (APEPDCL) for implementation of Integrated Power Development Scheme (IPDS) for Twenty Nine (29) towns under five (5) circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry. PFCCL is envisaging for appointment of agency to assist in providing Project Management Services as per “Guidelines issued by Ministry of Power, Government of India”.

Online Bids are invited in single stage i.e. Technical bid & Price bid only from the firms/organizations Empanelled by PFC Consulting Ltd. under Area Code '3(F), 3(H)(iv)(v)' in respect of **assistance in implementation of Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL) at an estimated DPR cost of about Rs. 300 crores.** The Eligibility Criteria, Scope of Work, Deliverables, Selection Procedure and Criteria, Terms of Payment, Terms and Conditions etc. are given below:

#### **1.0 ELIGIBILITY CRITERIA:**

- i) The Consulting Organization should be empanelled with PFCCCL under area code '3(F), 3(H)(iv)(v)'. The participating empanelled Consulting Organization with PFCCCL (Bidder) shall be evaluated solely on its own credentials for meeting the eligibility/ qualifying criteria and not on the credentials of any other organization.
- ii) The Bidder should have minimum Annual Turnover of Rs. 2 crores during any last three financial years as per audited annual account. Documentary proof shall be submitted by the Bidder in the form of (certified by Chartered Accountant/ or incorporated body of Auditors/ or independent Auditors who are a certified body and are competent to do so along with a certified copy of Audited Accounts for the last three financial years).
- iii) The Bidder should have undertaken at least two (02) consultancy assignments related to Project Management Consultancy (the work which shall include quality assurance, inspection & monitoring of Power System Projects, Power System up-gradation/ strengthening works) during the past five (05) years i.e. period from Indian FY 2010-11 onwards including the current Financial Year till date of issue of the tender.

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

## 2.0 SCOPE OF WORK:

The scope of work for the assignment is as follows:

- I. Project Management Agency (PMA) services for monitoring and ensuring timely implementation of the project in five (5) circles of APEPDCL as per Guidelines issued by Ministry of Power, Government of India. The broad indicative scope of services is as under:
  - i. Monitoring and coordination of bidding process as per SBDs issued by the Nodal Agency and in consultation with APEPDCL/PFCCL.
    - a. Assist APEPDCL/PFCCL in preparation of tender documents for appointment of turnkey/partial turnkey contractor/ Agencies for supply, installation, testing, and commissioning of the work as per approved DPR for IPDS works of APEPDCL.
    - b. Assist APEPDCL/PFCCL in bidding process (including pre bid meetings etc) and evaluation of bids.
    - c. Assist APEPDCL/PFCCL in placement of Letter of Award and related activities.
  - ii. Project Planning and Implementation
    - a. Assist APEPDCL/PFCCL in preparation of detailed work implementation schedule in association with turnkey/partial turnkey contractor/ Agencies for supply, installation, testing, and commissioning of the work as per approved DPR for IPDS works of APEPDCL.
    - b. Coordination & monitoring of project implementation activities.
    - c. To monitor DPR wise weekly, monthly physical & financial progress of the scheme, prepare a consolidated report & submit to APEPDCL for onward submission to Nodal Agency.
    - d. Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with PFCCL, APEPDCL & Contractor/Agencies.
    - e. To assist APEPDCL to verify creation of assets from asset registers of the APEPDCL.
    - f. Recommended the claim of APEPDCL for fund release from Nodal Agency. The recommendation is to be supported by a report on expenditure, progress and constraints if any for timely completion of project.
    - g. Submit a report to Nodal Agency, regarding project completion and expenditure incurred along with recommendation in accordance with the guidelines.

h. To assist in supervision of flow of funds in dedicated bank account of project.

**iii. Quality Monitoring**

- a. To prepare a Quality Assurance (QA) Plan with the approval of the APEPDCL
- b. Field quality inspection of ongoing/ completed works.
- c. Joint inspection (along with representative of APEPDCL) of material at site on sample basis i.e. 10% of major materials (Poles, Conductor, Meters, Transformers, Cable)

**iv. MIS & Web Portal updation**

- a. Assisting APEPDCL in timely updation of information on Web portal.
- b. Monthly reporting to the Project Management Cell of APEPDCL concerned officials of PFCCL.
- c. Compilation and analysis of utility level AT & C data on quarterly basis.
- d. Any other work as may be required to achieve the objectives of the scheme.

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

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

**2.1 Discussions & Presentations:** The Consultant shall participate, interact / discuss as required, including making / attending presentations to the officials of APEPDCL / PFC / Monitoring Committee of Gol or any other agency at A.P / New Delhi / respective District administration. The consultant shall provide periodic reports for Project Management Cell of APEPDCL & for Web Portal updation.

**2.2 Establishment of site office:** The Successful Bidder ("Consultant") shall be required to establish and maintain offices including deployment of adequate manpower, vehicles and other required infrastructures in Headquarters (Visakhapatnam) and in each of the five (5) circles i.e. Eluru, Headquarters (Visakhapatnam), Vizianagaram, Srikakulam & Rajahmundry on continuous basis and as per site requirement (to be finalized in consultation with PFCCL/APEPDCL) in circle offices. These offices should be easily accessible and located near the head office/ regional office of the APEPDCL.

The persons to be deployed in Headquarter (Visakhapatnam)/ Circle level should match with the job requirement of PFCCL/APEPDCL and shall be approved by PFCCL/APEPDCL before deployment/ any change. The persons to be posted for field quality inspection must have prior experience in this field.

### 3.0 TIME LINES:

Timeline for major activities is given below:-

Sl. No.	Activity	Timeline
1	Reporting of Personnel deployed and establishment of offices.	<b>For corporate office</b> Within 7 days from the date of issuance of LoA. <b>For Circle Office</b> Within 15 days from the date of issuance of LoA to the selected turnkey/ partial turnkey contractor by APEPDCL or as per the directions of PFCCL.
2	Assist APEPDCL/PFCCL in preparation of tender documents for appointment of turnkey/partial turnkey contractor/ Agencies for supply, installation, testing, and commissioning of the work as per approved DPR for IPDS works of APEPDCL	Within 30 Days from the date of issuance of LoA.
3	Bid Evaluation Report	Within 21 Days after opening of Part I of bid to APEPDCL.
4	Supervision and monitoring of all site works under the scope of implementing agency including quality checks in respect of material used as per Quality Assurance Plan (QAP) for IPDS works including reporting and updation of web portal and associated activities after completion of the works including Preparation and Submission of closure proposals	Till the Completion of the Assignment.

### 4.0 DELIVERABLES:

#### 4.1 Key Personal to be Deployed & Establishment and Coordination:

4.1.1 The Educational Qualification of the key staff professional by Consultant shall be as follows:



Sl. No.	Team Composition	Required Qualifications	Number of persons
1	Project Group Manager (Project leader for the assignment)	Graduate in Electrical Engineering or equivalent. At least 15 years experience in the power distribution system in India, with experience in quality management in power distribution works, should have excellent project management and interpersonal skills sound experience as team leader in project management of a sizeable team composing national experts plus financial management experience (At Corporate office)	1 for entire assignment
2	Contracts Specialist	Graduate in Electrical Engineering (or equivalent). At least 12 years experience in Electrical contracts and out of which at least 5 years in handling of contracts relating to equipments/materials required for construction of 33/11 kV Substations, 33 kV lines & 11 kV lines.	1 for entire assignment
3	Quality –Assurance Specialist	Graduate in Electrical Engineering (or equivalent). At least of 8 years in Quality assurance and inspection/Field quality out of which at least 5 year relating to equipments/ materials required for construction of 33/11 kV Substations, 33 kV lines & 11 kV lines.	1 for entire assignment
4	Project Engineer (Electrical)	Graduate in Electrical Engineering (or equivalent). At least 8 years' experience in the power distribution system in India, with experience in quality management in power distribution works.	5 nos. (one for each circle)
5	MIS consultant	MBA/Graduate Engineer in Electrical with 2 years experience in Power Distribution Sector (at Corporate Office)	1
6.	Field Engineer	Should have a minimum of Three (3) years' experience of execution/ supervision of construction/ checking of field quality for supervision and construction of 33/11 kV Substations, 33 kV lines & 11 kV lines.	Total 11Nos: Visakhapatnam - 3 Eluru - 2 RajahMundry -2

Sl. No.	Team Composition	Required Qualifications	Number of persons
			Vizainagaram - 2 Srikakulam -2

- 4.1.2 Three designated person viz. one Project Group Manager, Contract Specialist, one MIS consultant as mentioned above have to be stationed on full time basis at Corporate Office head quarter (Visakhapatnam).
- 4.1.3 The Project Group Manager shall work as Team leader and coordinate with the designated persons in the PFCCL/APEPDCL.
- 4.1.4 The Consultant team shall be available in office(s) on all of the APEPDCL working days.
- 4.1.5 Consultant should attend all the meetings conducted by the PFCCL/GoI/PFC/APEPDCL by making their own arrangements. No extra payment will be made in this regard.

#### **4.2 Responsibilities of the manpower of Consultant:**

- 4.2.1 The deployed manpower of Consultant will maintain office decorum. They will be courteous, polite and cooperative.
- 4.2.2 The deployed manpower will adhere to the office timings and follow all rules, regulations and policies as decided by APEPDCL.
- 4.2.3 The deployed manpower consultants will be responsible for any damage to equipments, property and third party liabilities caused by their acts in the premise of APEPDCL. They will use all equipment only for the purpose of carrying out their legitimate business of APEPDCL and will not put to any other use. For any damages, the extent of damage as decided by APEPDCL will be final.
- 4.2.4 The Consultant will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award.
- 4.2.5 The Consultant & its designated man power will need to be able to work efficiently with senior management and officers of APEPDCL.
- 4.2.6 The Consultant will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- 4.2.7 The Consultant and its designated man power shall bring their own laptops and data card for carrying out their activities.

#### **4.3 Preparation and Submission of Reports:**

- 4.3.1 The consultant will prepare and submit the following reports (as given below) to the Employer on the format prepared by the consultants and as approved by the PFCCL/APEPDCL (except for commencement report)

Sl. No.	Report	Frequency	Due Date/Time	No. of Copies
1	Inception Report	One time	15 days after commencement of services.	3
2	Progress Report	Every month	Before 3 <sup>rd</sup> day of the following month	3
3	Progress Report (Quarterly)	Every 3 month	Before 10 <sup>th</sup> day of the following 3 <sup>rd</sup> month	3
4	Monthly field quality inspection report	Every month	Before 3 <sup>rd</sup> day of the following month	3
5	Monthly Joint Inspection report (along with representative of APEPDCL/ PFCCL) of materials at site on sample basis of major materials (Poles, Conductor, Meters, Transformers, Cables etc.)	Every month	Before 3 <sup>rd</sup> day of the following month	3
6	Monthly report of MIS of web portal updation to the Project Management Cell of APEPDCL/PFCCL.	Every month	Before 3 <sup>rd</sup> day of the following month	3
7	Quality assurance plan	As and when required	On immediate basis	3
8	Special Reports, if required by APEPDCL	As and when required	On immediate basis	3
9	Special Reports on any important feature aspect likes claim variation etc.	Whenever Needed	On immediate basis	3
10	Final Report	Onetime	Within 30 days of completion of services/contract	3

4.3.2 The Commencement Report shall contain the details of all meetings held with the Client and the contractor and decisions taken therein, the resources mobilized by the Consultant as well as the contractor and the consultant perception in the management and supervision of the maintenance works. The Report shall also include the Work Program and Resource Mobilization for the Project.

4.3.3 The Monthly and Quarterly Progress Report shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultant and the contractor),

Detailed compliance report of each activity, progress with photo and videography of all important installations and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures.

- 4.3.4 Final Report- The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of maintenance supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.
- 4.4 The deliverables shall be carried out by the Consultant well in time and in accordance with the mutually determined format and time schedule in consultation with APEPDCL/PFCCL.
- 4.5 The specifics within the deliverables for each item would be mutually worked out between Consultant & PFCCL in consultation with APEPDCL.
- 4.6 The Weekly, Monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultant and the contractor), detailed compliance report of each activity, progress with photo and videography of all important installations and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures.
- 4.7 The Consultant shall prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of maintenance supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by APEPDCL.
- 4.8 There may be any other deliverables, which are not specifically mentioned above but may be required for successful completion of the assignment. The Consultant shall have to provide such deliverables, as may be desired by PFCCL during the course of the assignment for the successful completion of the assignment to its satisfaction.

## **5.0 CONTENTS OF BID DOCUMENTS:**

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

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

## 6.0 PERIOD OF ENGAGEMENT :

The period of engagement would be thirty three (33) months from the date of LoA, or till the closure of the entire project by the APEPDCL, whichever is later.

## 7.0 BASIS OF PRICE OFFER:

The price offer shall be for the assignment as per Schedule-4 of Bid Proposal Sheet and shall remain firm throughout the period of contract i.e. till the closure of the project by APEPDCL. Quoted price will be on lump sum basis inclusive of taxes and duties, all travel, and stay, out of pocket expenses, cost of producing documents etc. Owner will not be required to pay and/or reimburse anything over and above the price quoted. However, the applicable Service tax shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s). In the event of an award of contract, Income tax at source will be deducted by Owner as per law and Tax Deduction at Source certificate shall be issued to the Consultant by Owner.

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

## 8.0 SUBMISSION OF BID:

- 8.1 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> online on or before **August 13, 2015, 15:00 hrs (IST)**.

### Note:

- a) Details of Past experience of the firm as per format provided at **Annexure- I to Schedule -2** of Bid Proposal sheets.
- b) Documentary evidence in support of past experience.
- c) The proposed methodology and work plan in response to the Scope of Work as per format provided at **Annexure- II to Schedule - 2** of Bid Proposal sheets.
- d) The curriculum vitae of key expert proposed to be deployed for the assignment as per format provided at **Annexure- III of schedule-2** of Bid proposal sheets.

- e) Name and contact information of one team member who shall be the Team Leader, along with their Team Members for the assignment.
  - f) Authorization Letter in favour of the authorized signatory as per format provided at **Schedule-3** of Bid proposal sheets.
- 8.2 The Financial Proposal should contain the detailed price offer for the consultancy services as per **Schedule-4** of Bid proposal sheet. PFCCL may call for any clarifications/ information if required.
- 8.3 Bidders are instructed not to approach via e-mail, fax, and telephone or contact any official in PFCCL as regards to this bid after the submission of the bids, apart from communications by PFCCL in writing, and bid of a bidder doing so shall be summarily rejected.

## **9.0 BID OPENING AND EVALUATION OF PROPOSALS:**

### **9.1 Opening of Technical Proposal**

The "**Technical Proposal**" will be opened online on **August 14, 2015 at 11:00 hrs (IST)** in the presence of the authorized representatives of the bidders, who wish to be present.

### **9.2 Technical Proposal Evaluation**

The Technical evaluation would be in two parts:

#### **A. Completeness of bid with respect to the bidding document**

- i) The Bidder should be empanelled with PFCCL under area code '3(F), 3(H)(iv)(v)'.
- ii) The Technical Proposal should contain all documents mentioned at Para 8.1 above, duly filled and digitally signed by authorized signatory.
- iii) The Bidder should agree to the entire scope of work and deliverables. No proposal for part scope of work will be considered.
- iv) The Bidder should submit Authorization Letter in favour of the authorized signatory signing and submitting the Bid as per Schedule-3.
- v) There should be no deviations from any or all the contents of the bidding documents or conditional or alternate bids.
- vi) Adequacy of the proposed Methodology and work Plan in responding to the Scope of Work as per Annexure-II to Schedule-2 of Bid Proposal Sheet (Volume-I).

- vii) Details of past experience are to be provided in Technical Bid as per format provided at Annexure-I to Schedule-2 of Bid Proposal Sheet (Volume-I).
- viii) Documentary evidence (e.g. Copy of work Order/Letter of Award/Lol/proof of final payment) to be provided in support of past experience.
- ix) Details of Proposed Manpower to be deployed are to be provided in Technical bid as per format provided at Annexure-III to Schedule-2 of Bid Proposal Sheet (Volume-I).

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

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

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

- i) The firm should have minimum Average Annual Turnover of Rs. 2 Crore for last three financial years as per audited annual account. (Upto 2 crores: 10 marks, >2 crores<5 crores: 15 Marks, >5 crores: 20 Marks) **Max marks 20.**
- ii) The Bidder should have undertaken at least two (02) consultancy assignments related to Project Management Consultancy (the work which shall include quality assurance, inspection & monitoring of Power System Projects, Power System up-gradation/ strengthening works) during the past five (05) years i.e. period from Indian FY 2010-11 onwards including the current Financial Year till date of issue of the tender.(Upto 2 Assignments: 40 marks, >2 Assignments<5 Assignments: 45 Marks, >5 Assignments: 50 Marks).**Max marks 50.**
- iii) Adequacy of the proposed methodology and work plan in responding to scope of work and deliverables: **Max marks 30.**

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

**The Bidder obtaining 70% marks or more would be regarded as technically qualified Bidder and considered for opening of "Financial Proposal".** Financial Proposal of non- qualified Bidders at Technical Bid stage will not be opened online.

### 9.3 Opening of Financial Proposal

The “Financial Proposal” would be opened online only for the technically qualified bidders. The date, time and venue of opening of the “Financial Proposal” of the technically qualified bidders will be intimated to all technically qualified bidders. The Financial Proposal will be opened online in the presence of the authorized representatives of the bidders, who wish to be present. Financial Proposal of other Bidders will not be opened.

### 9.4 Financial Proposal Evaluation

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

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

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

### 10.0 VALIDITY OF BID:

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

### 11.0 CONTRACT PERFORMANCE GUARANTEE (CPG):

In the event of an award, the successful bidder, within fifteen (15) days of receipt of Letter of Award from Owner, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to ten (10) Percent of the contract consideration. The CPG/BG should be as per Performa (at Annexure – A) and should be kept valid up to at least Thirty Nine(39) months from the date of Letter of Award (LoA) or completion of assignment, whichever is later or which would be extended further if assignment is not completed/demanded by PFCCL.

### 12.0 CONTRACT AGREEMENT:

- 12.1 In the event of award, the selected bidder “**Consultant**” will be required to enter into a Contract Agreement with the PFCCL within 15 (fifteen) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL. PFCCL shall provide the pro-forma of the Contract Agreement.



- 12.2 Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the Consultant from Delhi State.
- 12.3 The Agreement will be signed in two originals and the Consultant shall be provided with one signed original Agreement
- 12.4 The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.
- 12.5 Till the time a 'Contract Agreement' is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.
- 12.6 The executed Contract Agreement may only be amended or supplemented by a written agreement between the parties.

### **13.0 TERMS OF PAYMENT:**

- 13.1 The fee would be payable in the following manner:
- a) 10% (ten percent) of Lump Sum Contract Price as mobilization Advance on sanctioned DPRs after entering into agreement and establishing office at Corporate Office and deploying personnel.
  - b) 15% (fifteen percent) of Lump Sum Contract Price on placement of Letter of Award by APEPDCL on pro-rata basis of individual package (turnkey/ partial turnkey/ agency)
  - c) 65% of the Lump Sum Contract Price shall be paid in two components:
    - i) Fixed payment @1/9 of 35% of the Lump Sum Contract Price shall be released on quarterly basis as per the package/ packages awarded as on the date of claiming the bill for the quarter.
    - ii) Balance 30% of the Lump Sum Contract Price shall be released on pro rata basis linked with the disbursements for the project.
  - d) Balance 10% of the Lump Sum Contract Price shall be released after 3 months of completion of works and release of final instalment of grant to the APEPDCL by Nodal Agency.
- Note:** The first quarterly payment would be due after 3 months from the release of payment as mentioned in 13.1 (b) above
- 13.2 The Consultant shall submit the bills in duplicate to PFCCL addressed to EVP (Unit-3), PFCCL, indicating the stage achieved, out of the ones indicated above.

13.3 All expenses including travel expenses incurred by the Consultant for carrying out all the activities as per scope of work will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.

#### **14.0 OTHER TERMS & CONDITIONS:**

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

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

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

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

14.5 In case the performance of the proposed team member(s) is not satisfactory, the Consultant will be asked to change/replace the team member(s) within three days of receipt of such request from PFCCL with a member acceptable to PFCCL.

14.6 Any change in the list of key personnel submitted with the bid shall be made only with the prior approval of CEO, PFCCL or as may be requested by CEO, PFCCL.

14.7 PFCCL with the approval of CEO, can cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect or the team member is not changed in spite of the request made as per (14.3) above.

14.8 Given the nature of the work being entrusted, the selected organisation would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the organisation would be terminated.

14.9 If due to any reason or decision of the Govt/Client, the Assignment is dropped and the Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Consultant and the claims already raised and

accepted by PFCCL, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.

- 14.10 Conflict of Interest: Consulting organisation or their Partners / any other Employee or Associate would not be hired for any work whose interests are that in conflict with their prior or current obligations to the other organisations, or that may place them in a position of being unable to carry out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL's consulting business in future. Without limitation on the generality of the foregoing, Consulting organisations would not be hired, under the circumstances set forth below:
- 14.11 Consulting organisations that have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organisations by whatever process would not be engaged. A declaration to this effect would be given by the organisation when being engaged, and if found incorrect, the Consulting organisations would be debarred from any further engagement by PFCCL ever.
- 14.12 The Consultant shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Consultant, or the Consultant's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.
- 14.13 Offers should be submitted in person or by post/ courier and no offer should be sent by Fax/E-mail.
- 14.14 Offers received in the designated office after the due time and date mentioned above shall not be considered.
- 14.15 PFCCL reserve the right to accept or reject any or all Proposals/Offer or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- 14.16 PFCCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.
- 14.17 In case of disputes, 20% of the disputed amount shall be withheld and will be paid only after settlement of the dispute.

The complete bid documents can be downloaded from our website: [www.pfcclindia.com](http://www.pfcclindia.com) or from e-Procurement Portal <https://www.tcil-india-electronictender.com> after successful

registration with portal. Bid document will be available on PFC website & e-Procurement Portal <https://www.tcil-india-electronictender.comw.e.f> August 04, 2015, 11:00 hrs (IST).

Yours sincerely,

**For and on behalf of PFC CONSULTING LTD**

**(Y. Juneja)**  
**Executive Vice President**

Encl: as above

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

**VOLUME – 1**

**BID PROPOSAL SHEETS**

**FOR**

***Appointment of Consulting Organization for assisting PFCCL in implementation of Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)***

**COVERING LETTER**

**Bidder`s Proposal Ref. No. and Date**

Person to be contacted

Designation

Telephone No.

FAX

To:

Executive Vice President (Unit #3),

PFC Consulting Ltd.

(A Wholly Owned Subsidiary of PFC Ltd.)

First Floor, "Urjanidhi", 1,Barakhamba Lane,

Connaught Place,New Delhi – 110001.

Dear Sir,

- 1.0 We, \_\_\_\_\_ (Name of consulting organization), hereby propose for **"Providing Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)"**.
- 2.0 We have understood the instruction and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications/ scope of work laid down by you and are fully aware of nature of consultancy services required.
- 3.0 We herewith submit Technical & Financial proposal online for selection of our organization for **"Providing Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)"**.
- 4.0 We are submitting our bid online consisting of:
  - i) **Technical Bid** consisting of:
    - a. Technical qualification of our firm (as per format provided at Annexure I to Schedule 2 of Bid Proposal Sheets)
    - b. Documentary evidence in support of past experience.
    - c. The proposed methodology and work plan in responding to the Scope of Work (as per Annexure II to Schedule 2 of Bid Proposal Sheets).
    - d. The curriculum vitae of each team member (as per format provided at Annexure III to Schedule 2 of Bid Proposal Sheets).

- e. Bid Invitation Letter along with all other documents as issued by PFCCL duly digitally signed on each page.
- f. Details / information as per Schedule 2 of Bid Proposal Sheets.

ii) **Price Offer** (as per format provided at Schedule 4 of Bid Proposal Sheets).

- 5.0 \_\_\_\_\_ **[Name and contact information of one of the team members] shall be the Team Leader for the assignment.**
- 6.0 We declare that the above quoted lump sum fee is firm and shall remain valid for the entire period of the consultancy assignment. We further declare that the above quoted fee includes all taxes (excluding service tax), duties & levies etc. payable by us under this consultancy assignment.
- 7.0 We hereby confirm that if any Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
- 8.0 We confirm that the prices and other terms and conditions of this proposal are valid for a period of 120 days from the Bid due date.
- 9.0 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.
- 10.0 We confirm our acceptance/compliance to the `Deliverables` and `Terms of payment` clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee for ten (10) % of the 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.
- 11.0 We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
- 12.0 We give our unconditional acceptance/compliance to the Bid Documents issued by PFCCL. The proposal is unconditional.

- 13.0 Further, we confirm that we agree and seek no deviations from the 'Scope of Work', 'Time Schedule', 'Deliverables', 'Terms of payment' and all other terms and conditions as contained in the 'Bid Document'.
- 14.0 We confirm to execute the Contract Agreement as per the provisions of the Bid Document.
- 15.0 We understand that PFCCL will award the contract to the successful Consultant whose offer is substantially responsive and to be the lowest evaluated offer.
- 16.0 We confirm and certify that all the information / details provided in our bid are true and correct.
- 17.0 We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organisations/clients and also do not have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organisation by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL forever.
- 18.0 We certify that all the information provided in our bid, including the information regarding the team members, are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification.
- 19.0 Further, we undertake that in the event of our appointment as Consultant, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the organisation would be terminated.

Signature of Authorized Person

Name

Designation & Company seal

Date:

Place:



**ADEQUACY WORK PLAN**

Bidder`s Name & Address

.....  
.....  
.....  
.....

To:

**Executive Vice President (Unit #3),  
PFC Consulting Limited  
(A Wholly owned subsidiary of PFC Ltd.)  
First Floor, "Urjanidhi", 1, Barakhamba  
Lane,  
Connaught Place,  
New Delhi – 110001**

Dear Sir,

We hereby submit a brief write up online on the proposed methodology to be adopted for **“Providing Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)”** as per the following Annexure to this schedule:

- Annexure- I            Experience of organization
- Annexure- II         Proposed Methodology & Work Plan
- Annexure- III        Composition of Team

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

1. Organizational set up of the Company/Institute
2. Details of similar assignments undertaken should be submitted as per **Annexure I of Schedule 2**
3. Documentary evidence in support of past experience.
4. The proposed methodology and work plan in responding to the Scope of Work as per **Annexure II of Schedule 2**.
5. Composition of Team and the Team Leader to be deployed as per **Annexure III to Schedule 2 (Page 1 of 2)**
6. The curriculum vitae of each team member as per **Annexure III to Schedule 2 (Page 2 of 2)**.

Signature of Authorized Person  
Name  
Designation & Company seal

Date:

Place:

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

**On Company's Letter Head**  
**DETAILS OF ANNUAL TURNOVER**

Assignments for **“Providing Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)”**

<b>S.No.</b>	<b>Year</b>	<b>Turn Over</b>	<b>Remarks</b>
01			
02			
03			

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

Date:  
Place

Signature of Authorized Person  
Name, Designation & Company seal

Note: Documentary proof shall be submitted by the Bidder in the form of (certified by Chartered Accountant/ or incorporated body of Auditors/ or independent Auditors who are a certified body and are competent to do so along with a certified copy of Audited Accounts for the last three financial years).

**On Company's Letter Head**  
**EXPERIENCE OF ORGANISATION**

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

Assignments for **“Providing Project Management Services for Integrated Power Development Scheme (IPDS), GoI Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)”**(The bidder's relevant experience during the period from Indian FY 2009-10 onwards including the current Financial Year till date of issue of the tender.)

S.N o.	Name of Assignment	Name(s) of member(s) associated with the assignment	Brief description/ Scope of the assignment	Name of the Client	Work Order No.& date	Towns Covered		Details of Documentary evidence attached #
						Nos.	Names	
01								
02								
03								

**Assignments of Project Management Services (The bidder's relevant experience during the period from Indian FY 2010-11 onwards including the current Financial Year till date of issue of the tender)**

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

Date:  
Place

Signature of Authorized Person  
Name, Designation & Company seal

# Documentary evidence: e.g. Copy of work Order/Letter of Award/Lol/ etc.)to be provided in support of past experience.

**THE PROPOSED METHODOLOGY AND WORK PLAN**

Bidder's Name & Address

.....  
.....  
.....

To:

**Executive Vice President (Unit #3),  
PFC Consulting Ltd.  
(A Wholly Owned Subsidiary of PFC Ltd.)  
First Floor, "Urjanidhi", 1, Barakhamba Lane,  
Connaught Place,  
New Delhi – 110001.**

Dear Sir,

We hereby submit a brief write online on the proposed methodology to be adopted for **Providing Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL).**

- i) Approach Methodology and Work Plan in responding to scope of work and deliverables
- ii) Key Personal and their Task Assignment for Completing the Assignment

Person

Signature of Authorized

Name

Designation & Company seal

Date:

Place:

**On Company's Letter Head**

**DEPLOYMENT OF PROPOSED MANPOWER**  
**AS PER CLAUSE 4.0 OF DELIVERABLES**

**Team for DPR Preparation**

<b>Sl. No.</b>	<b>Name</b>	<b>Required Number of Persons</b>	<b>Name of the Proposed Person</b>
1.	Project Group Manager (Project leader for the assignment)	1 for entire assignment	
2	Contracts Specialist	1 for entire assignment	
3	Quality –Assurance Specialist	1 for entire assignment	
4	Project Engineer (Electrical)	5 nos. (one for each circle)	
5	MIS consultant	1	
6.	Field Engineer	Total 11Nos: Visakhapatnam - 3 Eluru - 2 RajahMundry -2 Vizainagaram - 2 Srikakulam -2	

Signature of Authorized Person

Name

Designation & Company seal

Date:

Place:

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

## SUGGESTED FORMAT OF CURRICULUM VITAE FOR EACH MEMBER OF CONSULTANTS 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 and Year of Passing/obtaining the qualification.)

### **Experience:**

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

Language:

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

### **Certification:**

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

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

Person

Date:  
Place:

.....  
Signature of Authorized

Name

Designation & Company seal

**AUTHORISATION LETTER**

(ON THE LETTER HEAD OF THE ORGNISATION/FIRM)

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

Signature:

Full Name:

Address:

(Company Seal)

Bid Proposal Reference No. and Date

SCHEDULE OF PRICE BID

(To be submitted online as Financial Proposal)

**From:**

**To:**

**Executive Vice President (Unit #3)**

PFC Consulting Ltd.

First Floor, Urjanidhi, 1, Barakhamba Lane,

Connaught Place, New Delhi – 110 001

Sir,

**Sub: Financial Proposal for assistance to PFCCL in Providing Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)- Regarding**

I \_\_\_\_\_ (Name) on behalf of \_\_\_\_\_ (Name of the consultant) herewith submit Financial Proposal online for selection of our organisation as Consultant for **Assistance to PFCCL in Providing Project Management Services for Integrated Power Development Scheme (IPDS) for Twenty Nine (29) towns under circles of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL) i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)** are given below:

**Offer Price (Lump sum)**

SNo	Description	Unit	Total Lump Sum Price in INR (In figure)	Total Lump Sum Price in INR (In words)
1	Assistance to PFCCL in Providing Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL) complete in all respect as per scope of works, deliverables and other terms and conditions mentioned in the bid document.	Lump Sum		
	<b>Total</b>			

NOTE:

1. The lump sum price is inclusive of taxes and duties, all travel, stay, out of pocket expenses, cost of producing documents etc. and PFCCL will not be required to pay and/or reimburse anything



over and above the price quoted. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment. However, the applicable Service tax shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s).

2. The price is FIRM with no escalation till completion of the Assignment.
3. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the Consultant by PFCCL
4. In case of more than one bidder at L1 price, the Assignment will be offered to the bidder quoting L1 price and obtaining the highest marks in the technical evaluation.
5. The financial proposal with condition(s) or alternate price bid will be summarily rejected.
6. The offer is valid for a period of 120 days from the date of submission of Bid.
7. In case of discrepancy in offer price in figures and words, the offer price quoted in words shall prevail.

Date:  
Place:

Signature of Authorized Person  
Name, Designation & Company seal

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

**VOLUME --II**

**CONDITION OF CONTRACT**

For

***Appointment of Consulting Organization for assisting PFCCL in implementation of Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL***

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- 2.0 VALIDITY
- 3.0 CURRENCY OF BID
- 4.0 THE BID DOCUMENTS
- 5.0 CONTRACT PERFORMANCE GUARANTEE
- 6.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS
- 7.0 SIGNATURE OF BIDS/OFFERS
- 8.0 PROGRESSIVE PAYMENT
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## 1.0. DEFINITION OF TERMS

- 1.1 Unless defined otherwise, the following terms used in this document shall have the meanings.
- 1.2 “**Owner**” or “**PFCCL**” or **Client**” shall mean PFC Consulting Limited, New Delhi, India (a wholly owned subsidiary of Power Finance Corporation Ltd.) and shall include their legal representatives, successors and permitted assigns.
- 1.3 “**Specification**” shall mean the Technical Specifications and the Conditions of Contract together with Bid Proposal Sheet forming a part of the bid documents and contract and such other schedules and drawings as may be mutually agreed upon.
- 1.4 “**Notice of Award of Contract**” / Letter of Award” shall mean the official intimation from the Owner notifying the successful bidder that its proposal has been accepted and that the bidder is required to sign the contract Agreement.
- 1.5 “**Date of Contract**” shall mean the date on which both the parties have signed the Contract Agreement or any other date mentioned in the Contract/Letter of Award, as the effective date of Contract, whichever is earlier.
- 1.6 A “**week**” shall mean a continuous period of seven (7) days.
- 1.7 “**Indian Rupees**” or “**Rs.**” shall mean the mean the currency of the Government of India.
- 1.8 The “**Government**” shall mean the “Government of India” or an authorized representative/agency/department of the “Government of India”.
- 1.9 The words imparting singular shall also include the plural and vice-versa where the context so requires.
- 1.10 “**Final Report**” or “**Report**” will mean the final report or document prepared by the successful Bidder as per Owner’s Specification.
- 1.11 “**Starting Date**” shall mean the date from which the periods specified for various activities are measured and asset forth in the completion schedules. The starting date for each schedule, unless otherwise agreed, shall be as indicated in the respective schedule.
- 1.12 “**Month**” shall mean calendar month.

- 1.13 **“Day or “Days”** unless herein otherwise expressly defined shall mean calendar day or day of 24 hours each. Working days in a month shall be as defined by Consultant in its offer.
- 1.14 The title or heading shall not alter or affect the intent or scope of the clause or articles of the Documents
- 1.15 The Date of Completion of Contract-Unless otherwise terminated under the provisions of any other relevant clause of the document, Contract shall be deemed to have been completed after issuance of the certification from Project-in-Charge that there is no demand outstanding against the Consultant and all liabilities under the contract have been satisfactorily fulfilled by the Consultant.
- 1.16 Words imparting “Person” shall include firms, companies, corporations and association or bodies of individuals, whether incorporated or not.
- 1.17 **“Consultant”** or **“Technical Specialist”** or **“Contractor”** shall mean the bidder whose bid has been accepted by the Owner for the award of the work and shall include his legal representatives, successors and permitted assigns.
- 1.18 **“Consultancy Assignment”** or **“Work”** or **“Study”** or **“Assessment”** or **“Services”** shall mean the complete study as prescribed in the Specification / Terms of Reference.
- 1.19 **“Contract”** shall mean the Contract Agreement entered into between the Owner and the Consultant, together with the Contract documents referred to therein; they shall constitute the Contract and the term “Contract” shall in all such documents be construed accordingly.

## **2.0 VALIDITY**

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

## **3.0 CURRENCY OF BID**

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

## **4.0 THE BID DOCUMENTS**

- 4.1 This document is meant for exclusive purpose of submitting the offer by the bidder against the specification and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

- 4.2 PFCCCL does not bind themselves to accept the lowest or any offer or to give reasons for their decision. PFCCCL reserves the right to reject any or all offers without assigning any reason.

## **5.0 CONTRACT PERFORMANCE GUARANTEE**

The successful bidder, within Ten (10) days of from the date of Letter of Award, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to Ten (10) Percent of the contract consideration. The CPG/BG should be as per Performa provided by the PFCCCL and should be kept valid up to Thirty Nine (39) months from the date of Letter of Award. The BG would have to be extended till the satisfactory completion of the assignment.

## **6.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS**

- 6.1 The Bid documents are mutually explanatory of one another. If there are varying or conflicting provisions made in any one of the bid documents, Owner shall be deciding authority with regard to the intention of the document.
- 6.2 Any errors in description, quantity or rate in Schedules or any omission there from shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.
- 6.3 If on checking any difference is found between the rates given by the Consultant in words and figures or in the total amount worked out by him in the Schedules in the proposal, the same shall be rectified in accordance with the following rules::
- a) In the event of discrepancy between description in words and figures quoted by bidder, the description in words shall prevail.
  - b) In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rate.
  - c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- 6.4 The bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules (to be identified in Bid Proposal sheets (BPS) for this purpose), the Owner shall be entitled to consider the highest price for the purpose of evaluation and to award the contract at the lowest of the price in these schedules.

- 6.5 Prior to detailed evaluation, the Owner will determine whether each bid is for acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Owner's rights or the successful bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. The Owner's decision in respect of the determination of the responsiveness of a bid will be final and binding on all the bidders.
- 6.6 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the bidder correction of the non-conformity.
- 6.7 The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

## **7.0 SIGNATURE OF BIDS/OFFERS**

- 7.1 The offer must contain the name, residence and place of business of the person or persons making the offer and must be digitally signed and stamped on each page by the bidder with his usual signature.
- 7.2 Offer by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designations(s) of the authorized partner(s) or other authorized representative(s).
- 7.3 Offers by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to furnish offer on behalf of such Corporation, Company in the matter.
- 7.4 An offer by a person who affixes to his signature the word `President`, `Managing Director` `Secretary` or other designation without disclosing his principal will be rejected.
- 7.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.



- 7.6 Erasures or other changes in the offer shall be over the initials of the person signing the bid.
- 7.7 Offers not conforming to the above requirements of signing may be disqualified.

## **8.0 PROGRESSIVE PAYMENT**

All payments against the services shall be paid against production of invoice in quadruplicate by the Consultant. The payment of such fees shall be released as per clause No. 13.0(Terms of Payment) of the Bid Invitation, on stage-wise completion of the services including submission of the Deliverables and subject to acceptance, approval and certification by the Project-in-Charge.

## **9.0 PROCEDURE OF PAYMENT**

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

## **10.0 LIABILITY OF THE CONSULTANT**

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

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

## **11.0 TAXES, DUTIES AND INSURANCE**

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

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

## **12.0 PATENT**

12.1 The Consultant shall hold harmless and indemnify the client from and against loss, damage and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on an application published prior to the completion of this Consultancy with respect to or arising out of the sue or supply of design, or any work in accordance with the designs, drawings or specifications furnished, approved or recommended by the Consultant.

12.2 The Consultant shall promptly notify the client in writing if the Consultant has or has acquired knowledge of any patent under which a claim or suit for infringement could reasonably be brought because of the use by the client of any information, recommendation or specifications, services rendered by the Consultant.

12.3 The Consultant, in such case, shall forthwith at its own cost make and furnish to the client alternative designs, drawings, specifications or recommendations to avoid the same and without putting the Client to additional cost.

## **13.0 SETTLEMENT OF DISPUTE**

13.1 Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by the Project-in-Charge subject to a written appeal by the Consultant to the Project-in-Charge, whose decision shall be final to the parties hereto.

13.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

13.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in **ARBITRATION** clause.

#### **14.0 Arbitration**

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

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

14.2 Notwithstanding the existence of any dispute or difference and/or reference for the arbitration, the Consultant shall proceed with and continue without hindrance with the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Consultant shall not be withheld by the Client on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.

14.3 The arbitrators may from time to time with consent of the parties enlarge the time, for making and publishing the award. The venue of arbitration shall be the registered office of the Owner.

#### **15.0 Termination on Default:**

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

a. If the Consultant fails to deliver any or all of the services within time period(s) specified in the contract or any extension thereof granted by the Owner in writing.

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

## **16.0 Termination for Convenience**

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

## **17.0 Termination for Insolvency**

- 17.1 The Owner may at any time terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.
- 17.2 Upon termination of the contract at any time for whatever reason by the Owner compensation shall be payable to the Consultant for all services performed satisfactorily until the date of termination. In addition the Consultant will be paid for such of those items of work, which have been

partially completed as per conditions stipulated under relevant clause. The Consultant shall provide available documentary evidences to this effect, acceptable to the Owner.

**17.3** Following issuance by the Owner of a notice of termination and prior to the effective date of such termination, the Consultant shall:

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

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

## **18.0 Signing of Agreement**

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

## **19.0 Governing Laws**

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

## **20.0 Suspension of the obligation**

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

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

## **21.0 Force Majeure**

21.1 For the purposes of this Contract, "Force Majeure" means an event or circumstance or combination of events and circumstances, the occurrence of which is beyond the reasonable control of either party and which materially affects the performance by either Party of its obligations under this agreement, provided such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected party and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

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

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

## **22.0 Handling of documents**

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

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

22.3 The Consultant shall not prepare articles or photographs for publication or speeches or presentations about the work and /or site and/or plant, contracts

and installation in which has an interest without prior written consent of.

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

### **23.0 Abandonment of work**

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

### **24.0 Sub-Contract**

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

### **25.0 Limitation of liabilities**

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

### **26.0 Changes/Additions/Deletions**

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

26.3 The corresponding fee for the deleted item(s) of work will be arrive based on the fee identified in the Contract and shall be deducted from the fee payable to the Consultant under the Contract. The Consultant, however, shall be entitled for the compensation of the amount of work and services already performed in connection with item(s) deleted from the scope, at a mutually acceptable fee.

## **27.0 No waivers**

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

## **28.0 Instructions and notices**

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

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

## **29.0 Bankruptcy**

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

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

## **30.0 Progress report**



- 30.1 The Consultant shall prepare and submit to the Owner progress reports as per agreed formats & periodicity showing the progress and status of the `Works being performed by him including such materials as charts, networks and photograph (if any) as per the directives of the Owner.
- 30.2 It is understood that submission of such reports and reviews thereof by the Owner shall not be deemed to absolve the Consultant of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

### **31.0 Methodology of execution of assignment**

- 31.1 Consultant shall clearly bring out in their bid their organization chart and the methodology they want to follow of successful execution of the assignment. Consultant along with the organization chart shall indicate the names of key persons proposed to be deployed for each activity of the project and their bio data. They shall also indicate separately the works they intent to carryout in their home office and in their office in India and estimated Man days. Consultant shall also bring out in his bid number of visits to site of the key personnel they envisage under the assignment.
- 31.2 Regular review meetings will be held either in the Owner's Office or Consultant's office in India and progress of work will be reviewed. The engineering co-ordination and Consultant co-ordination procedure will be discussed and decided separately during the pre-award stage.

### **32.0 Correspondence and contract coordination procedure**

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

- 32.1 On all technical matters pertaining to execution of the contract as per specification in the Consultant shall directly interact with the Project-in-Charge.
- 32.2 All correspondence from the Owner to the Consultant shall be made with the Authorized Representative to be identified by the Consultant and agreed by Owner.

### **33.0 Inspection of site by Consultant**

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

### **34.0 Manpower deployment**

The Consultant shall deploy task force of well qualified and experienced engineering / science executive and draftsmen for this work. The manpower proposed to be deployed for this task shall be guaranteed by the Consultant in his offer both discipline-wise and category wise (for Engineers / Scientists and draftsmen) required for completion of service included under the scope of the specification. The Consultant shall depute a senior level executive to act as fulltime overall coordinator and focal point for all interactions with the Owner throughout the entire period of consultancy assignment. The bio-data of the Engineering / Scientific personnel proposed to be included in the Task Force should be enclosed with the offer. The task force so proposed is subject to the approval of the Owner. The Owner may ask for suitable substitution of Engineers/Scientists in place of the proposed ones, if it so desires.

### **35.0 Co-ordination procedure**

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

### **36.0 Association of the owner**

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

### **37.0 Language**

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

### **38.0 Units & Indian standards / Codes / Regulations**

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

### **39.0 Owner`s right**

Owner reserves the right for the following:

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

### **40.0 Travel expenses**

The travel expenses incurred by the Consultant's personnel for journeys to site or Owner's Office or anywhere in connection with the study under Scope of this Specification will be borne by the Consultant and the Owner will not take any responsibility whatsoever on this account

### **41.0 Access to Consultant's office / work site**

The authorized representative (s) of the Owners shall be provided access to the Consultant's and/or its Associates premises or to the work site at any reasonable time during the currency of this work for expediting, inspection & checking of the progress of the Consultant's work.

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

**VOLUME --III**

**CONTRACT AGREEMENT**

For

***Appointment of Consulting Organization for assisting PFCCL in implementation of Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL***

## CONTRACT FOR CONSULTANCY SERVICES

This **CONTRACT** (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of the month of \_\_\_\_\_ 2015, between:

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

AND

\_\_\_\_\_ a Company incorporated under the Indian Companies Act, 1956, having its registered office at \_\_\_\_\_ hereinafter called the "Consultant" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

WHEREAS the Owner is in the process of "**Appointment of Consulting Organization for assisting PFCCCL in implementation of Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)**" (herein after to be referred as "**Project**")

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

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

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

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

### 1.0 GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the Project.
- (b) "Contract" means this Contract together with all Appendices, Attachments, Exhibits and Schedules and including all modifications made in accordance with the provisions of Clauses 12 hereof between the Owner and the Consultant.
- (c) "Consultant" means \_\_\_\_\_  
\_\_\_\_\_ Company and also includes any other consultants or Consultants as may be appointed by the Consultant herein with the written approval of the owner, for providing of the services to the Owner in execution of the Project.
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed or exchanged among the parties pursuant to this Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof;
- (f) "Personnel" means persons hired by the Consultant or by his Sub - consultant as employees, for the purposes of rendering services or any part thereof; Personnel includes:
- (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
  - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Consultant, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 5.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the consultant has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Consultant has been made.
- (j) "Project" means **"Appointment of Consulting Organization for assisting PFCCCL in implementation of Project Management Services for Integrated Power Development Scheme (IPDS), Gol Schemes, covering Twenty Nine (29) Towns in five (5) Circles i.e. Eluru, Visakhapatnam, Vizianagaram, Srikakulam & Rajahmundry of Eastern Power Distribution Company of A.P. Ltd. (APEPDCL)"**.

- (k) "Services" means the works to be provided/performed by the Consultant and/or, the Consultants for completion of various tasks as described in Appendix A hereto;
- (l) "Starting Date" means the date referred to in Clause 3.3 hereof;
- (m) "Sub Consultant" means any person/entity to whom the Consultant subcontracts for any part of the Services in accordance with the provisions of Clause 5.5 hereinafter; and
- (n) "Third Party" means any person or entity other than the Owner, the Consultant or his Consultant.

## **2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:**

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

## **3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT**

### **3.1 Commencement of Contract**

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

### **3.2 Termination of Contract for Failure to Become Effective**

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

### **3.3 Commencement of Services**

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

### **3.4 Expiration of Contract**

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

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

#### **4.0 Contract Performance Guarantee**

**4.1** The Consultant within 15 days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Bank Guarantee as per Performa attached as Section-2 of bid document, from any Bank towards performance of the Contract. The guarantee amount shall be equal to ten percent (10%) of the 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 Contractor without any interest at the end of the Guarantee Period.

#### **5.0 Obligations of the Consultants**

##### **5.1 Standard of performance**

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

##### **5.2 Compliance with Rules and Regulations**

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

##### **5.3 Conflict of interest**



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

#### **5.4 Benefit from Commissions, Discounts etc.**

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

#### **5.5 Consultants and Affiliates not to be otherwise interested in Project**

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

#### **5.6 Prohibition of Conflicting Activities**

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

#### **5.7 Insurance to be taken out by the Consultant**

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

#### **5.8 Liability of the Consultants**

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

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

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

## **5.9 Consultant Action Requiring Owner's Prior Approval**

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

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

## **5.10 Reporting Obligations**

The Consultant shall submit to the Owner the reports and documents specified in Appendix 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 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 **Clause 5.4** of this 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 **the Bid document** may be increased by agreement in writing between the Owner and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract.

#### **6.4 Removals and/or Replacement of Personnel**

- a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Owner:**
  - i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
  - (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Consultants shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.
- (c) The new personnel provided as a replacement shall be governed by the same the terms and conditions of employment as the replaced personnel.
- (d) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

#### **7.0 OBLIGATIONS OF THE OWNER**

## **Payment**

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

### **8.0 PAYMENTS TO THE CONSULTANTS**

**8.1** The Lump-sum cost of services payable in Indian Rupees is set forth in **Appendix E**. If due to any reason or decision of the Client/ Govt./ the Regulator, the Assignment is dropped and the Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Consultant and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.

### **8.2 Mode of Payment**

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

**8.3** The Consultant shall submit the bills in duplicate to PFCCL addressed to 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.

**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 10.4** hereof, **reimbursement of cost duly supported by the documentary evidence incident to the prompt and orderly termination of the Contract.**

### 11.0 Force Majeure

#### 11.1 Definition

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

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

## **11.2 NO BREACH OF CONTRACT**

Neither party shall be responsible or be liable for, or deemed to be in breach hereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement due to one or more events of Force Majeure or its effects or any combination thereof, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. However it is agreed that in no event shall Force Majeure shall exclude any Party's obligation to pay monies under this Agreement.

## **11.3 MEASURES TO BE TAKEN**

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

## **11.4 EXTENSION OF TIME**

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

## **11.5 CONSULTATION**

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, 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 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**



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

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

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

FOR AND ON BEHALF OF  
[OWNER]

By :  
Authorized Representative

**FOR AND ON BEHALF OF**  
[CONSULTANTS]

By :  
Representative

Authorized

## 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 and property to be made available to the Consultants by the Owner.

#### **Cost of services**

- E - **Cost of services-Not Applicable**

### **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

Authorized /designated

**Representative of Owner**

**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

Authorized /designated

**Representative of Owner**

**Representative of Consultant**

**CONSULTANTS' SUBCONSULTANTS AND KEY PERSONNEL**

C-1 **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**



**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/s .....with its Registered/Head Office at .....(hereinafter referred to as the `Consultant by issue of Owner's Letter of Award No .....dated .....and the same having been unequivocally accepted by the Contractor/Consultant resulting into a contract valued at .....for .....(Scope of Contract) and the Contract/Consultant having agreed to provide a Contract Performance Guarantee for the faithfully performance of the entire contract equivalent to .....% (per cent) of the said value of the contract to the Owner.

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

any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of 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 Contractor/Consultant and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor/ Consultant liabilities.

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

Dated this ..... Day of ..... 2015.....at  
.....

WITNESS:

(Authorised Signatories of the Bank)

1.

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official address)  
Stamp)

.....  
(Designation with Bank

No/Signature no.

Attorney as per Power of Attorney

Dated .....

2.

.....  
(Signature)

.....  
(Name)

.....  
(Official address)

Note: This sum shall be ten percent (10% of the total Contract Price).

The date shall be Thirtysix (36) months from the date of Letter of Award.

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 'Technical 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/ Contract Agreement No.\_\_\_\_\_ dated\_\_\_\_\_ and the same having been unequivocally accepted by the Consultant resulting in a Contract valued at \_\_\_\_\_for \_\_\_\_\_ (Scope of Work)

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 \_\_\_\_\_ 2015 \_\_\_\_\_  
at \_\_\_\_\_

WITNESS

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Official Address)

\_\_\_\_\_  
Designation (With Bank Stamp)

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

Strike out, whichever is not applicable

@ The date will be 6 (six) months from the date of Letter of Award and would be extended till the advance is fully recovered.

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

## 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's 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.

<b>TCIL/ ETS Helpdesk</b>	
<b>Telephone/ Mobile</b>	Customer Support: +91-11-26202699(Multiple Lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
<b>E-mail ID</b>	ets_support@tcil-india.com
<b>PFC Consulting Ltd. Contact</b>	
<b>Contact Person</b>	Mr. P.C.Hembram, Senior Vice President Mr. ShwetabhVerma, Manager
<b>Telephone</b>	011-23456136 011-23456123 [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 the Bid on or before by **August 13, 2015 at 15:00** hrs (IST) online on TCIL portal. The Bidders qualified at presentation stage would submit Technical and Financial bid. 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 multidimensional 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. Bid encryption 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)