

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

Electronic Tender Document

For

**Appointment of Consultant for assisting PFCCL as Independent
Engineer for setting up of SDMC's Municipal Solid Waste (MSW) to
Energy Processing Facility at Tehkhand, Okhla**



**Registered Office
1st Floor, "Urjanidhi"
1, Barakhamba Lane, Connaught Place,
New Delhi - 110001**

November 27, 2020

PFC Consulting Ltd. invites E-Tenders for “Appointment of Consultant for assisting PFCCL as Independent Engineer for setting up of SDMC’s Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla”.

a)	Start Bid Date & Time	November 27, 2020 from 13:00 hrs (IST)
b)	Close Bid Date & Time	December 11, 2020 till 12:00 hrs (IST)
c)	TOE Start Time	December 11, 2020 at 12:30 hrs (IST)
d)	Financial Bid Opening	To be intimated to qualified bidders

Note:

1. Tender Notice and Tender Document are available on PFC Consulting Ltd. website and can be downloaded from <https://www.pfcclindia.com>. For bid submission, the Bidder will have to necessarily download an official online copy of the Tender Document from e-Procurement Portal http://www.mstcecommerce.com/eprochome/pfccl/buyer_login.jsp. All future Information viz. corrigendum/ addendum/ amendments etc. for this Tender shall be posted on the PFC Consulting Ltd. website and said e-Procurement Portal only. Printed copy of Tender Document will not be sold from PFC Consulting Ltd. office.
2. The bidder shall bear all costs associated with the preparation, submission/ participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
3. Bidders are advised to start the registration process on the e-Procurement Portal as it may take a few days so as to avoid any delay in bid submission (upload) stage. Bidders may visit MSTC’s e-procurement Portal Guidelines for vendors at <https://www.mstcecommerce.com/eprochome/UserManualVendor.pdf> for further details.

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SECTION -1

BID INVITATION LETTER

BID INVITATION LETTER

Ref: 03/PFCCL/SDMC/01

November 27, 2020

To

.....

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Sub: Electronic Bids are invited for Appointment of Consultant for assisting PFCCL as Independent Engineer for setting up of SDMC's Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla.

Dear Sir,

South Delhi Municipal Corporation (SDMC) has appointed PFCCL as Independent Engineer for Setting up of Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla.

Accordingly, this Tender Document is being issued by PFCCL to appoint Consultant for assisting PFCCL as Independent Engineer for Setting up of Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla.

Electronic Bids are invited in single stage two envelop system (Technical bid & Price bid) from Indian Consultants for assisting PFCCL as Independent Engineer for setting up of SDMC's Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla.

1.0 Scope of work

Consultant's scope of work as Independent Engineer during construction period shall be as follow:

- 1.1 Consultant shall review the design & drawings of complete project
- 1.2 Consultant shall as and when deemed fit and necessary, inspect the Plant and make a report of such inspection (the "Inspection Report") detailing the defects or deficiencies, if any, with particular reference to the Scope of the Project and the specifications and standards in terms of the Prudent Utility Practices. Inspection Report shall be submitted on monthly and quarterly basis.
- 1.3 Consultant shall send a copy of the Inspection Report to the PFCCL within 4 (four) days of such inspection and upon receipt thereof, the Concessionaire shall endeavour to rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report.
- 1.4 Consultant shall designate qualified and authorised representatives to witness and monitor the Commissioning Test.
- 1.5 Consultant shall within 48 (forty-eight) hours of receipt of the Commissioning Test results from the Concessionaire, provide the PFCCL, in writing, Consultant's findings from the evaluation of Commissioning Test results, either vide the issuance of the Final Test Certificate certifying the matters specified in the contract or the reasons for non-issuance of the Final Test Certificate.
- 1.6 Any other work for completion of the assignment.

2.0 Deliverables

2.1 The output that will be required from the Consultant is as under:

- a) The Consultant is required to submit the following deliverables in line within the time schedule indicated against each deliverables.

Sl. No.	Deliverable	Time duration from the date of issuance of LoA
1.	On review of design & drawings of complete project	As may be required from time to time
2.	Submission of Monthly & Quarterly Inspection Report or as may be required from time to time	By the end of each month/ quarter from the date of issuance of LoA
3.	Witness, monitor and evaluation of Test reports like commissioning test etc.	As may be required from time to time
4.	Issuance of the Final Test Certificate and Final Inspection Report	On commissioning of Plant

Note:

The total duration of the assignment would be 18 (Eighteen) months from the date of issuance of Letter of Award (LoA) or till completion of the assignment.

There may be any other deliverables, which are not specifically mentioned above but may be required for completing the task. The Consultant shall have to provide such deliverables, as identified by PFCCL for the successful completion of the tasks as per above scope of work to its satisfaction.

3.0 Eligibility criteria

- 3.1 The Consultant should have undertaken (completed) at least one (1) Consultancy assignment for assisting Organisation/ Client as Independent Engineer for Setting up of Municipal Solid Waste (MSW) to Energy Processing Facility during last 5 years i.e. period from Indian FY:2015-16 onwards including the current Financial Year till date of issue of the tender.
- 3.2 The Consultant should have cumulative Turnover of Rs. 2 Crores in immediate last three (3) financial years as per audited annual account. The bidder should submit documentary proof in support of the Turnover in the form of certificate, certified by Chartered Accountant along with copy of audited annual accounts for the relevant years.
- 3.3 The Consultant should be submitting the bid on its own and not in consortium with any other Consultant.
- 3.4 The Consultant is required to submit the documentary evidence for meeting the above eligibility criteria as per the format enclosed at Form No.2.

4.0 Contents of Bid Documents

The bid document contains the following documents.

Section-1 : Bid Invitation Letter

Section-2 : Bid Forms and Proforma

Section-3 : Contract Agreement

5.0 Period of Engagement

The total duration of the assignment would be 18 (Eighteen) months from the date of issuance of Letter of Award (LoA) or till completion of the assignment whichever is later.

The period of engagement would be till the completion of the assignment.

6.0 Basis of Offer

- 6.1 The price offer for the assignment should be quoted on a lump sum basis inclusive of travelling, lodging & boarding expenses, TA/ DA, out of pocket expenses viz. Photostat, typing, printing etc. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST or any other applicable taxes at applicable rates, on the date(s) of payment(s) shall be paid over and above the payment due.
- 6.2 The Consultant shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the firm without any additional cost to PFCCL.
- 6.3 Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the selected bidder by PFCCL.
- 6.4 The financial proposal with condition(s) or alternate price bid will be summarily rejected.

7.0 Submission of Bid

The bid shall consist of two parts "Technical Proposal" and "Financial Proposal" and should be duly submitted online using the e-Procurement Portal http://www.mstcecommerce.com/eprochome/pfccl/buyer_login.jsp on or before the due date and time.

Note:

- a. The Technical Proposal should contain Form-1, Form-2, Form-3 and Form-4 duly filled and signed by authorized signatory and authority letter as per Form-3.
- b. The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work will be considered.
- c. Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/ Letter of Award/ LoI or any other representative documents etc. and proof of satisfactory completion for assignments handled from their Clients) to be provided in support of past experience.
- d. Documentary proof in support of turnover shall be submitted by the Bidder in the form of certificate certified by Chartered Accountant along with copy of audited annual accounts for the relevant years.
- e. The **"Financial Proposal"** should contain the detailed price offer for the consultancy services as

per format provided at Form-5 of Section-2 Bid Document.

- f. 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 any bidder doing so shall be summarily rejected.

8.0 Bid Opening and Evaluation of Proposals

8.1 Opening of Technical Proposal

The Technical Proposal will be opened online on **December 11, 2020 12:30 hrs (IST)** in the presence of the authorized representatives of the bidders, who wish to be present.

8.1.1 Technical Proposal

The Technical proposal would be opened online and seen and checked for responsiveness check as per clause 8.1.1 (A).

A) Responsiveness check

The check will be with respect to the following:

- i) The Technical Proposal should contain Form-1, Form-2, Form-3, and Form-4 duly filled and signed by authorized signatory and authority letter as per Form-3.
- ii) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work/ conditional will be considered.
- iii) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/ Letter of Award/ LoI/ Purchase Order or any other representative documents etc. and proof of satisfactory completion for assignments handled from their Clients) to be provided in support of past experience.
- iv) Documentary proof in support of turnover shall be submitted by the Bidder in the form of certificate certified by Chartered Accountant along with copy of audited annual accounts for the relevant years for meeting minimum turnover criteria.

PFCCL may call for any clarifications/ information if required. Bid of any Consultant not meeting any or all the above criteria, the technical evaluation of the Consultant will not be carried out and the bid shall be marked non responsive.

B) Evaluation of Experience of the Firm (100 marks)

The bidder's relevant experience in the past five years (from Indian FY 2015-16) onwards including the current Financial Year till the date of issue of the tender) will be considered. Experience of the bidders would be evaluated on the following basis:

- i) The Consultant should have undertaken (completed) at least one (1) Consultancy assignment for assisting Organisation/ Client as Independent Engineer for Setting up of Municipal Solid Waste (MSW) to Energy Processing Facility during last 5 years i.e. period from Indian FY: 2015-16 onwards including the current Financial Year till date of issue of the tender. **Max marks 100** (The marks will be allocated as follows: One assignment = 70 marks, Two assignments = 80 marks, Three assignments or more = 100 marks)

PFCCL 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”.

8.2 Opening of Financial Proposal

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

8.2.1 Financial Proposal

- a. The Financial Proposal for the Assignment should be quoted on a lump sum basis as mentioned in Form 5 inclusive of all taxes and duties etc. as may be applicable.
- b. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST, if any, shall be paid over and above the bid price.
- c. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the selected bidder by PFCCL.
- d. 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 outrightly.
- e. 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.
- f. If, still more than one bidder qualifies, the assignment will be awarded to the bidder quoting L1 price and having highest cumulative turnover in last three (3) financial years.

9.0 Contract Performance Guarantee (CPG)

In the event of an award, the selected bidder (Consultant), within thirty (30) days of issue of Letter of Award from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to 10% (Ten Percent) of the total consultancy fee. The CPG should be as per PFCCL’s proforma and should be kept valid upto 24 (Twenty Four) months from the Letter of Award which would be extended till completion of the assignment, whichever is later.

10.0 Contract Agreement

- 10.1 In the event of award, the selected bidder (“Consultant”) will be required to enter into a Contract Agreement with the PFCCL within one (1) month from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL.
- 10.2 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.

- 10.3 The Agreement will be signed in two originals and the consultant shall be provided with one signed original Agreement
- 10.4 The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.
- 10.5 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.

11.0 Validity of Bid

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

12.0 Terms of Payment

Payments would be made as per the following Stages:

Sl. No.	Deliverable	Payments (% of Lump Sum Price)
1.	At the end of First Quarter upon submission and acceptance of Quarterly Inspection Report	14%
2.	At the end of 2 nd Quarter upon submission and acceptance of Quarterly Inspection Report	14%
3.	At the end of 3 rd Quarter upon submission and acceptance of Quarterly Inspection Report	14%
4.	At the end of 4 th Quarter upon submission and acceptance of Quarterly Inspection Report	14%
5.	At the end of 5 th Quarter upon submission and acceptance of Quarterly Inspection Report	14%
6.	At the end of 6 th Quarter upon submission and acceptance of Quarterly Inspection Report	14%
7.	Issuance of the Final Test Certificate and Final Inspection Report	16%
	Total	100%

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

13.0 Travel Expenses

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

14.0 Other Terms & Conditions

- i) The financial proposal by the bidders shall be in Indian Rupees as per format enclosed (Form 5) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- ii) The Consultant shall make available appropriate 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.
- iii) All claims shall be raised by the Consultant as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.
- iv) In case there is a delay by the Consultant in accomplishing the deliverables which in the opinion of PFCCL is attributable to the Consultant, PFCCL reserves the right to get such specific work(s) done through any other Agency(ies) at the risk and cost of the Consultant for timely completion of the deliverables.
- v) In case the performance of the proposed team member(s) is not satisfactory, the Consultant will be asked to change/ replace the team member(s) within three days of receipt of such request from PFCCL with a member acceptable to PFCCL.
- vi) PFCCL 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.
- vii) Given the nature of the work being entrusted, the Consultant 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 Consultant could be terminated.
- viii) 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, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- ix) **Conflict of Interest:** Consultant would not be hired for any work whose interests are in conflict with their prior or current obligations to the other Organisations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL’s consulting business in future. Without limitation on the generality of the foregoing, Consultant would not be hired, under the circumstances set forth below:

Consultant who have business or family relationship with member(s) of PFC’s and/ or PFCCL’s employees or persons positioned in or on the Board of these two Organisations by whatever process, would not be engaged. A declaration to this effect would be taken from the Consultant when being engaged, and if found incorrect, the Consultant would be debarred from any further engagement by PFCCL ever.
- x) The Consultant shall keep PFCCL, both during and after the term of this Contract, fully and

effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Consultant, or the Consultant's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

- xi) No offer should be sent by Fax or E-mail.
- xii) Offers received in the designated office after the due time and date mentioned above shall not be considered.
- xiii) PFCCL reserve the right to accept or reject any or all Proposals/ Offers or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- xiv) PFCCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.

Yours sincerely,

For and on behalf of PFC Consulting Ltd.

P.C. Hembram
(Chief General Manager)

Encl.: As Above

SECTION -2

BID FORMS AND PROFORMA

FORM – 1: COVERING LETTER

From:

Name: Designation:

Address:

To:

Chief General Manager

PFC Consulting Ltd., First Floor,

Urjanidhi, 1, Barakhamba Lane,

Connaught Place,

New Delhi – 110 001

Sir,

Sub: Assistance to PFC Consulting Limited (PFCCL) as Independent Engineer for Setting up of SDMC's Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla.

1. We _____ (Name of Consultant) herewith enclose Technical & Financial proposal for selection of our Organisation as Consultant on lump sum basis for assisting PFCCL as Independent Engineer for Setting up of SDMC's Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla.
2. We are submitting our bid consisting of:
 - i) **Technical Bid** in a sealed envelope consisting of:
 - a) Documentary proof in support of turnover shall be submitted by the Bidder in the form of certificate certified by Chartered Accountant along with copy of audited annual accounts for the relevant years.
 - b) Form-1, Form-2, Form-3 and Form-4 duly filled and signed by authorized signatory and authority letter as per Form-3.
 - c) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work/ condition will be considered.
 - d) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/ Letter of Award/ LoI/ Completion certificate/ Project Report/ proof of payment/ any other relevant documents etc.) to be provided in support of past experience.
 - e) The Bidder should submit a Letter of Authority in favour of the authorized signatory submitting the Bid as per Form-3.
 - ii) **Price Offer** should be submitted online as per format provided at Form 5 of Section 2 of Bid document.
3. _____ [Name and contact information of one of the team member] shall be the Team Leader for the assignment.
4. We declare that the quoted lump sum fee is firm and shall remain valid for the entire period of the consultancy assignment. We further declare that the above quoted fee includes all taxes (excluding GST), duties & levies etc. payable by us under this consultancy assignment.
5. We hereby confirm that if any Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
6. We confirm that the prices and other terms and conditions of this proposal are valid for a period of 120 days from the date of opening of the Financial Proposal.

7. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the 'Deliverables' and 'Terms of payment' clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee for ten (10%) of the total consultancy fee in the form of bank guarantee shall be provided by us as per the prescribed format in case of placement of award.
8. We hereby declare that only the company, persons or Consultants interested in this proposal as principal or principals are named herein and that no other company, person or Consultant other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
9. We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.
10. We confirm and certify that all the information/ details provided in our bid are true and correct.
11. We give our unconditional acceptance to the Bid Documents issued by PFCCL, and as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.
12. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the 'Bid Document'. The proposal is unconditional. The Bid will be valid 120 (One hundred twenty days) from the opening of Financial Bid.
13. We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organisations/ clients and also do not have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organisation by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL forever.
14. We certify that all the information provided in our bid, including the information regarding the team members is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification.
15. Further, we undertake that in the event of our appointment as sub consultant, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the Organisation would be terminated.

Signature of Authorized Person Name:

Designation & Company seal

Date:

Place:

FORM – 2: EXPERIENCE OF ORGANISATION

1. Brief Description of the Organisation:

2. Outline of experience on assignments:

Sl. No.	Name of Assignment with work order no. and date	Name(s) of member(s) associated with the assignment	Client	Date of Commencement	Date of Completion	Scope of work in brief
1						
2						
3						
4						
5						

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

Signature of Authorized Signatory
Full Name:
Address:

Note:

1. The Consultant should have undertaken (completed) at least one (1) Consultancy assignment for assisting Organisation/ Client as Independent Engineer for Setting up of Municipal Solid Waste (MSW) to Energy Processing Facility during last 5 years i.e. period from Indian FY:2015-16 onwards including the current Financial Year till date of issue of the tender. The Consultant should submit copy of Letter of Award (LoA) or any other documentary evidence on the above.
2. The Consultant should be submitting the bid on its own and not in consortium with any other Consultant.
3. The Consultant should have cumulative Turnover of Rs. 2 Crores in immediate last three (3) financial years as per audited annual account. The bidder should submit documentary proof in support of the Turnover in the form of certificate, certified by Chartered Accountant along with copy of audited annual accounts for the relevant years.
4. Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/ Letter of Award/ LoI/ or any other representative documents etc.

FORM – 3: AUTHORISATION LETTER
(ON THE LETTER HEAD OF THE CONSULTANT)

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

Signature:

Full Name:

Address:

(Seal)

FORM-4: UNDERTAKING
(ON THE LETTER HEAD OF THE FIRM)

**(FORMAT OF UNDERTAKING TO BE FURNISHED WITH REGARD
TO BLACKLISTING/ NON- DEBARMENT)**

We hereby confirm and declare that we M/s _____, are not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Signature

Name

(Authorized Signatory of Bidder)

(Company Seal)

Place:

Date:

FORM – 5: SCHEDULE OF PRICE BID

Sub: Assistance to PFC Consulting Limited (PFCCL) as Independent Engineer for setting up of SDMC's Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla.

I _____(Name) on behalf of _____(Name of the Consultancy Organisation) herewith submit the Financial Proposal for Consultancy Services for assisting PFCCL as Independent Engineer for setting up of SDMC's Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla.

Sl. No.	Activity	Lump Sum Price in INR in Figures	Lump Sum Price in INR in Words
1.	Lump sum Consultancy Fee for assisting PFCCL as Independent Engineer for setting up of SDMC's Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla.		
	Total		

Note:

1. The price offer for the Assignment should be quoted on lump sum basis. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment. However, GST, if any, shall be paid over and above the bid price.
2. 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.
3. All related travel expenses incurred by the Consultant's personnel for journeys to site or Client's Office or anywhere in connection with the consultancy services/ study under Scope of this assignment will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.
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.

Address:
Seal

Authorized Signatory
Full Name:

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 ofas aforesaid at any time upto..... (days / month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/Consultant any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/Consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/Consultant. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor/consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/ Consultant or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of 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 2020.....at

WITNESS: (Authorised Signatories of the Bank)

1.

.....
(Signature) (Signature)

.....
(Name) (Name)

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

.....

Attorney as per Power of Attorney No/Signature no.

Dated

2.

.....
(Signature)

.....
(Name)

.....
(Official address)

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

The CPG should be as per PFCCL's proforma and should be kept valid upto 24 (Twenty Four) months from the Letter of Award which would be extended till completion of the assignment, whichever is later.

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

SECTION -3

CONTRACT AGREEMENT

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 _____ 2020, 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 "**Assistance to PFC Consulting Limited (PFCCL) as Independent Engineer for setting up of SDMC's Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla.**"

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 sub-consultants as may be appointed by the Consultant herein with the written approval of the owner, for providing of the services to the Owner in 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 maybe;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the consultant has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Consultant has been made.
- (j) **"Project" means** "Assistance to PFC Consulting Limited (PFCCL) as Independent Engineer for setting up of SDMC's Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla."
- (k) "Services" means the works to be provided/performed by the Consultant and/or, the Sub-Consultants for completion of various tasks as described in Appendix A hereto;
- (l) "Starting Date" means the date referred to in Clause 3.3 hereof;
- (m) "Sub Consultant" means any person/entity to whom the Consultant subcontracts for any part of the Services in accordance with the provisions of Clause 5.5 hereinafter; and
- (n) "Third Party" means any person or entity other than the Owner, the Consultant or his Sub-consultant.

2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:

- (a) The Consultant shall render/ perform services at Delhi and at the Project site/ Tehkhand, Okhla in the State of New Delhi.
- (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 Owners

shall not bear any extra expenses/cost if, any, incurred by the consultant for providing services at other location.

3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT

3.1 Commencement of Contract

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

3.2 Termination of Contract for Failure to Become Effective

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

3.3 Commencement of Services

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

3.4 Expiration of Contract

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

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

4.0 Contract Performance Guarantee

- 4.1 The Consultant within 30 days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Bank Guarantee as per Performa attached as Section-2 of bid document, from any Bank towards performance of the Contract. The guarantee amount shall be equal to ten percent (10%) of the contract price in accordance with the terms and conditions specified in the contract and in the Bid Documents. The guarantee shall be valid until after expiry of a period of 6 months from the date of issue of No Claim Certificate by the Owner.
- 4.2 The Contract Performance Guarantee is intended to secure the performance of the entire contract and shall not be construed as limiting the damages stipulated in other clauses in the Bid Documents.
- 4.3 The Performance Guarantee will be returned to the 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/Sub- consultants or Third Parties.

5.2 COMPLAINACE WITH RULES AND REGULATIONS

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

5.3 CONFLICT OF INTEREST

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

5.4 Benefit from Commissions, Discounts etc.

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

5.5 Consultants and Affiliates not to be otherwise interested in Project

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

5.6 Prohibition of Conflicting Activities

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

5.7 Insurance to be taken out by the Consultant

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

5.8 Liability of the Consultants

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

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

5.9 Consultant Action Requiring Owner's Prior Approval

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

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

5.10 Reporting Obligations

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

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

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

6.0 CONSULTANT'S PERSONNEL

6.1 Agreed Personnel

The Consultant hereby agrees to engage the personnel and sub-consultants listed by title as well as

by name in **Appendix C** in order to fulfill his contractual obligations under this contract.

6.2 General

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

6.3 Description of Personnel

- (a) The titles, job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in **Appendix C**.
- (b) If required to comply with the provisions of **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 **Appendix A**, the estimated periods of engagement of Personnel set forth in **Appendix C** may be increased by agreement in writing between the Owner and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract.

6.4 Removals and/or Replacement of Personnel

- a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Owner:
 - i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,then the Consultants shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.
- c) The new personnel provided as a replacement shall be governed by the same the terms and conditions of employment as the replaced personnel.
- d) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

7.0 OBLIGATIONS OF THE OWNER Payment

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

8.0 PAYMENTS TO THE CONSULTANTS

8.1 The Lump-sum cost of services payable in Indian Rupees is set forth in **Appendix E**.

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 triplicate to the Owner on printed bill forms indicating the work done by him during the period for which payment is sought.

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

8.5 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Terms of Reference (**Appendix-A** and **Appendix-B**) and after the issuance of No Claim Certificate.

8.6 All payments under this Contract shall be made to the account of the Consultants with: Account No _____ Bank,

9.0 Suspension

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

- a) 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

- b) 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 19** hereof;
- (c) if the Consultant submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultants know to be false;
- (d) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if Consultant become Bankrupt and the company has been wound up through liquidation proceedings.
- (f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

10.2 Cessation of Rights and Obligations

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

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

10.3 Cessation of Services

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

10.4 Payment upon Termination

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

- (a) remuneration pursuant to **Clause 8** hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause 8 hereof for expenditures actually incurred prior to the effective date of termination; and

- (c) except in the case of termination pursuant to paragraphs (a) to (b) of **Clause 10.1** hereof, reimbursement of cost duly supported by the documentary evidence incident to the prompt and orderly termination of the Contract.
- (d) 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.

11.0 Force Majeure

11.1 Definition

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

11.4 Extension of Time

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

11.5 Consultation

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

12.0 Amendment/Modification

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

13.0 Amicable Settlement

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

14.0 FAIRNESS AND GOOD FAITH

14.1 Good Faith

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

14.2 Operation of the Contract

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

15.0 TAXES AND DUTIES/CHANGE IN LAW.

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

16.0 Confidentiality

The Consultant, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or Confidential Information relating to the Project, Services, under this Contract or any information pertaining to the Owner's business or operations without the prior written consent of the Owner.

17.0 Law Governing Contract

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

18.0 SETTLEMENTS OF DISPUTES/ARBITRATION.

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

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

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

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

19.0 GENERAL PROVISIONS

19.1 Language

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

19.2 Headings

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

19.3 Notices

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

1. For the Owner: **Chief General Manager**
PFC Consulting Limited.
(A Wholly owned subsidiary of Power Finance Corporation Ltd.)
First Floor, 'Urjanidhi', 1, Barakhamba Lane,
New Delhi - 110001

Attention: Mr.____

Facsimile: 011-23443990,
2. For Consultants:

Attention:

Facsimile: _____ **Email:** _____

19.4 Notice will be deemed to be effective as follows:

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

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

19.6 Authority of Consultant in Charge

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

19.7 Authorised Representatives

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

- (a) on behalf of the Owner by _____
or his designated

(b) on behalf of the Consultants _____ representative or his designated

19.8 WAIVER OF RIGHT

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

19.9 SEVEREABILITY CLAUSE

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

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

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

FOR AND ON BEHALF OF
[OWNER]

By _____ :
Authorized Representative

FOR AND ON BEHALF OF
[CONSULTANTS]

By _____ :
Authorized Representative

LIST OF APPENDICES

Duties of the Consultants

Description of the Services

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

Reporting requirements

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

Consultants' Personnel

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

Duties of the Owner

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

Cost of services

- E - Cost of services

Letter of Award

DESCRIPTION OF THE SERVICES

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

Authorized/designated
Representative of Owner

Authorized/designated
Representative of Consultant

REPORTING REQUIREMENTS

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

Authorized/designated
Representative of Owner

Authorized/designated
Representative of Consultant

CONSULTANT'S SUB CONSULTANTS 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

APPENDIX-E

COST OF SERVICES (Reference Clause 8.1 of Contract)

Total cost of Consultancy Services for **Assistance to PFC Consulting Limited (PFCCL) as Independent Engineer for setting up of SDMC's Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla** complete in all respect as per scope of works and deliverables indicated in clause 1.0 and 2.0 respectively of Bid Invitation Letter is a lump sum contract price of **Rs...../-** (Rupeesonly). The lump sum contract price is inclusive of all taxes, duties etc. as applicable except Goods and Services Tax (GST) on the date of submission of bids and no escalation shall be allowed for the same. GST shall be paid extra by PFCCL at applicable rates on production of proof for the GST Registration No. of the Consultant.

SCHEDULE OF CONTRACT PRICE

Sl. No.	Activity	Lump Sum Price in INR in Figures	Lump Sum Price in INR in Words
1.	Lump sum Consultancy Fee for assisting PFCCL as Independent Engineer for setting up of SDMC's Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla.		
	Total		

Lump Sum Contract Price : **Rs./-**
(Rupees only).