

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

**Bid Document**

**For**

**Preparation of DPRs for Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes for Five (5) districts of West Bengal State Electricity Distribution Company Limited (WBSEDCL), West Bengal – Part A**

**For Darjeeling, Jalpaiguri (including Alipurduar), Coochbehar, Uttar Dinajpur and Dakshin Dinajpur Districts**

**(Only for firms/organizations Empanelled by PFC Consulting Ltd. under Area Code '03 (F)')**



**Registered Office**  
**1st Floor, "Urjanidhi" 1, Barakhamba Lane, Connaught Place,**  
**New Delhi – 110 001**  
**March, 2015**  
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**BID INVITATION LETTER**

**(Only for firms/organizations Empanelled by PFC Consulting Ltd. under Area Code '03 (F)')**

Ref: 08/DDUGJY&IPDS/WBSEDCL

11<sup>th</sup> March, 2015

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**Subject: Sealed Bids for Consultancy Services for “Preparation of DPRs for Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for Five (5) districts under West Bengal State Electricity Distribution Company Limited (WBSEDCL), West Bengal” – Part A.**

Dear Sir,

The Govt. of India has launched Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS) for the Rural and Urban areas respectively with the following components.

**a. 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.

## **b. Components under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY)**

- i. Separation of agriculture and non-agriculture feeders facilitating judicious rostering of supply to agricultural & non-agricultural consumers in the rural areas;
- ii. Strengthening and augmentation of sub-transmission & distribution (ST&D) infrastructure in rural areas, including metering at distribution transformers, feeders and consumers end;
- iii. Rural electrification, as per CCEA approval dated 01.08.2013 for completion of the targets laid down under RGGVY for 12<sup>th</sup> and 13<sup>th</sup> Plans by subsuming RGGVY in DDUGJY and carrying forward the approved outlay for RGGVY to DDUGJY

PFC Consulting Limited (PFCCL) is assisting West Bengal State Distribution Co. Ltd. (WBSEDCL) in the implementation of Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for the following **Five (5)** districts of West Bengal:

- Darjeeling
- Jalpaiguri (including Alipurduar)
- Coochbehar
- Uttar Dinajpur
- Dakshin Dinajpur

PFCCL is envisaging appointment of agencies to assist in preparation of DPRs and Project Management services under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for the above mentioned five (5) districts under West Bengal State Distribution Co. Ltd. (WBSEDCL).

Sealed Bids are invited in single stage two envelope system (Technical bids & Price bids) from the firms/organizations Empanelled by PFC Consulting Ltd. under Area Code '03 (F)' in respect of **Assistance in preparation of DPRs for DDUGJY and IPDS, Gol Schemes for Five (5) districts under WBSEDCL, West Bengal- Part A**

The Eligibility Criteria, Scope of Work, Deliverables, Selection procedure and criteria, terms of payment, terms and conditions etc. are given below:

## 1.0 SCOPE OF WORK

1.1 Preparation of DPRs under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for Five (5) districts under WBSEDCL- Part A.

- Darjeeling
- Jalpaiguri (including Alipurduar)
- Coochbehar
- Uttar Dinajpur
- Dakshin Dinajpur

The detailed scope includes all, but not limited to the following activities and all other associated works, which are not listed below but are essential for completion of the assignment, are also deemed to be included in the scope:

1.2 **Preparation of Detailed Project Reports (DPRs) for IPDS & DDUGJY based on field survey (GPS Survey) and latest approved schedule of rates for various items of work covering the following.**

1.2.1 **Baseline Data collection:** The consultant shall prepare the detailed formats for demanding the data from utility (WBSEDCL). The consultant shall interact with the Utility and undertake site visits for data collection and also for the purpose of guidance regarding any aspects of the data collection if there is any misconception or ambiguity. The consultant shall do the proper scrutiny of the data to ascertain that entire data has been received in proper shape and shall ensure that no data is vague or superfluous.

1.2.2 **DPR Preparation:** DPRs will be prepared as per the Guidelines issued by Ministry of Power, Gol and REC, PFC for DDUGJY, IPDS respectively to meet the objectives of the scheme which shall include Project details, Project cost, Bill of quantity & Cost benefit analysis etc. DPRs will be prepared considering all relevant parameters such as consumer mix, consumption pattern, voltage regulation, AT&C loss level, HT & LT ratio, optimum loading of transformers & feeders/ lines, reactive power management, power factor improvement etc. The Consultant will prepare the bankable DPRs based on the broad scope of work validated by Nodal Agency in the form of "Need Assessment Document (NAD)".

1.2.3 **Bill of Quantity (BoQ):** The consultant shall prepare the BoQ of every activity with all details of material & labour involved in each of the activity. The sub-consultant shall put the cost of every item (of material & labour) in order to evaluate the estimated cost of every activity. The standard cost (Procurement rate) of the centrally purchased items shall be provided by the utility and rates of other items shall be arranged by the consultant.

- 1.2.4 **Material Specifications:** The project shall be implemented on turn-key basis. The turn-key contract shall be awarded by the utility through e-tendering as per the Guidelines. Nodal Agency shall provide the Standard Bidding Documents and Technical Specifications for implementation of the project. The consultant shall provide finalised specifications using the standard documents to be provided by the Nodal Agency. The consultant shall also finalise specifications for implementation of the project (partially) on departmental basis, as per the requirement of utility and guidelines. The consultant shall also include inspection & testing procedures in the finalised specifications to ensure quality of the materials / equipment to be procured for the project.
- 1.3 Assistance in approval of DPRs by the Distribution Reform Committee (DRC), State Level Standing Committee (SLSC), Nodal Agency and Monitoring Committee.
- 1.4 The Consultant will prepare the Bid documents for awarding the execution of work and assist in awarding the contract on Turnkey basis through e-tendering in accordance with the prescribed Procurement Policy, Standard Bidding Document and Technical specifications being separately circulated by the Nodal Agency.
- 1.5 Discussions & Presentations: The Consultant shall participate, interact / discuss as required, including making / attending presentations to the officials of WBSEDCL / PFC / REC/ Monitoring Committee of GoI or any other agency at Kolkata / New Delhi / respective Districts during preparation, finalisation and approval of DPR as intimated by PFCCL.

## **2.0 Time Schedule for Completion of the Work**

The total period of assignment would be till completion of the assignment from the date of issuance of Letter of Award by PFCCL. However, the time period will be mutually extended depending upon the constraints being faced during execution of the assignment as may be required.

The consultant is required to complete work as per the scope of work and submit the report as per the following.

- Six (6) draft copies of the Detailed Project Report (DPR) in PFC/REC/WBSEDCL prescribed format within **three (3) months** from the date of the Letter of Award (LOA).
- Final DPR incorporating the changes suggested by the PFCCL/ REC/WBSEDCL within **ten (10) days** from the intimation of the changes.

- Revised DPR, incorporating observations of WBSEDCL/PFC/REC while sanctioning the project till the final approval of PFC/REC/Gol within **ten (10) days** from the date of intimation.
- Six (6) copies of final Detailed Project Reports (DPRs) as sanctioned by MoP/Gol Monitoring Committee, both in soft and hard copies.
- All raw data for all the studies/ reports/ surveys shall also be submitted with Final Detailed Project Report.
- Submission of Bid documents for awarding the execution of work on Turnkey basis through e-tendering in accordance with the prescribed Procurement Policy, Standard Bidding Document and Technical specifications being separately circulated by the Nodal Agency within two (2) weeks from the date of intimation.

### **3.0 Eligibility Criteria**

- i) The Consulting Organization (Bidder) should be empanelled with PFCCL under area code '03 (F)'. The empanelled Consulting Organization with PFCCL 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 firm should have completed one assignment for Preparation of atleast One (01) Detailed Project Reports (DPR) under R-APDRP, Part-B or RGGVY or any other distribution system up-gradation & loss reduction scheme during the period from Indian FY 2009-10 onwards including the current Financial Year till date of issue of the tender. The Consultant is required to submit the documentary proof (e.g. Copy of work Order/ Letter of Award/ Lol/ Purchase Order/ Completion certificate or any other representative documents etc.) for meeting the eligibility criteria.

The Bidder is required to submit the documentary proof for meeting the above eligibility criteria as per the format enclosed Form-2.

### **4.0 PERIOD OF ENGAGEMENT**

The period of engagement would be till the completion of all the activities as per the scope of work. However, the time period will be mutually extended depending upon the constraints being faced during execution of the assignment as may be required.

### **5.0 DELIVERABLES**

- The sub-consultant shall submit progress report for all the works/ studies/ survey/ supervision every week as per the format mutually agreed upon.

- Draft Detailed Project Report (DPR) in PFC/REC prescribed format for IPDS/DDUGJY with maps & computer study output results (if any)- **(4 Hard copies + 1 Editable Soft copy)**.
- Submission of Final DPR incorporating the changes suggested by the PFCCL/ WBSEDCL-(4 Hard copies + 1 Editable Soft copy).
- Revised DPR, incorporating observations of PFC/REC while sanctioning the project till the final approval of PFC/REC/Gol-(4 Hard copies + 1 Editable Soft copy).
- Final Detailed Project Reports (DPRs) as sanctioned by MoP/Gol Monitoring Committee-(10 Hard copies + 1 Editable Soft copy).
- All raw data for all the studies/ reports/ surveys shall also be submitted.
- All reports shall be submitted in A4 size sheets and all drawings on sheets such that it is legible. All drawings shall be properly bound and printed on good quality paper.
- Bid documents for awarding the execution of work on Turnkey basis through e-tendering in accordance with the prescribed Procurement Policy, Standard Bidding Document and Technical specifications being separately circulated by the Nodal Agency.

## **6.0 BASIS OF OFFER**

- 6.1 Bidders shall quote prices in INR. The price should be quoted on a lump sum basis inclusive of all taxes and duties etc. other than service tax as may be applicable for complete scope of works as indicated in Form-6.
- 6.2 The price quoted by the bidders shall be on firm basis. No escalation for any reason whatsoever shall be allowed over and above the bid price. Service tax, if any, and educational-cess or any such tax/levy calculated as a percentage of the service tax at applicable rates, on the date(s) of payment(s) shall be paid over and above the bid price. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the successful bidder by PFCCL.
- 6.3 The bidder shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to PFCCL.
- 6.4 All expenses including all travel, boarding & lodging expenses, etc incurred by the consultant (except statutory payments and applicable taxes) for carrying out all the activities as per scope work will be borne by the consultant and PFCCL will not take any responsibility whatsoever on this account.

## 7.0 SUBMISSION OF BID

7.1 The bid shall consist of two parts "Technical Proposal" and "Financial Proposal" must be submitted in separate sealed envelopes in the following manner:

- i) **Envelope I** sealed and marked as "TECHNICAL PROPOSAL for assistance in preparation of DPRs for Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for Five (5) districts under WBSEDCL, West Bengal- Part A" from ----- (Name of the Bidder) should contain following:
  - a. The consultant should be empanelled with PFCCL under area code '03 (F)
  - b. The consultant 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. The Technical Proposal should contain Form-1, Form-2, Form-3, Form-4 and Form-5 duly filled and signed by Authorised signatory and authority letter as per Form-5.
  - d. Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Details of past experience are to be provided in Technical Bid. Documentary evidence (e.g. Copy of work Order/Letter of Award/Lol/Purchase Order or any other representative documents etc.) to be provided in support of past experience.

PFCCL may call for any clarifications/ information if required.

This envelope should not contain any cost/price information, whatsoever.

The Forms mentioned in clause 7.1 above along with relevant documents, including covering letter will form part of tender documents. Each of the above Forms and also other documents to be submitted as per the bidding documents are to be duly signed on each page and stamped as required by the authorised representative of the bidder, which shall constitute the bid.

- i) The **Envelope – II** sealed and marked as "FINANCIAL PROPOSAL for assistance in preparation of DPRs for Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for Five (5) districts under WBSEDCL, West Bengal- Part A" from -----(Name of the Consultant)" should contain the detailed price offer for the consultancy services as per as per format provided at Form-6 of Bid Document.



7.2 The **Envelope- I** sealed and marked as "TECHNICAL PROPOSAL" and the **Envelope-II** sealed and marked as "FINANCIAL PROPOSAL" both shall be submitted together in a sealed cover marked as **Technical and Financial proposal** on the cover with superscription i.e. **Name of the Package, Consultant's Name & Address.**

7.3 Above mentioned sealed envelopes mentioned at clause 7.1 are to be submitted latest upto **10:30hrs (IST) on 18<sup>th</sup> March 2015** at the following address:

<b>Sh. Sanjay Rai</b> <b>Vice President,</b> PFC Consulting Ltd. First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place <b>New Delhi – 110 001</b> Tel: 011-23456130	<b>OR</b>	<b>Sh. R Rahman</b> <b>Executive Vice President</b> PFC Consulting Ltd. First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place <b>New Delhi – 110 001</b> Tel: 011-23456184
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7.4 Agencies are instructed not to approach via e-mail, fax, and telephone or contact any official in PFCCCL as regards to this bid after the submission of the bids, apart from communications by PFCCCL in writing, and any consultant doing so shall be summarily rejected.

## **8.0 BID OPENING AND EVALUATION OF PROPOSALS**

### **8.1 Opening of Technical Proposal**

The first envelope marked as "Technical Proposal" would be opened on **11:00 hrs (IST) on 18<sup>th</sup> March 2015**. The Technical Proposal will be opened in the presence of the authorized representatives of the agencies, who wish to be present.

### **8.2 Technical Proposal**

The Technical proposal would be opened and seen.

#### **A) Responsiveness check**

The check will be with respect to the following:

- i) The Consultant should be empanelled with PFCCCL under area code '03 (F)'
- ii) The Consultant 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.

- iii) The Technical Proposal should contain Form-1, Form-2, Form-3, Form-4 and Form-5 duly filled and signed by authorised signatory and authority letter as per Form-5.
- iv) Details of past experience are to be provided in Technical Bid. Documentary evidence (e.g. Copy of work Order/Letter of Award/Lol/Purchase Order or any other representative documents etc.) to be provided in support of past experience.
- v) Details of composition of Team and Team Leader proposed to be deployed are to be provided in Technical bid as per Form-3.

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

The bidder's relevant experience in the past five years (from Indian FY 2009-10 onwards including the current Financial Year till date of issue of the tender) will be considered. Experience of the bidders would be evaluated on the following basis:

- i) The firm should have completed one assignment for Preparation of atleast One (01) Detailed Project Reports (DPR) under R-APDRP, Part-B or RGGVY or any other distribution system up-gradation & loss reduction scheme during the period from Indian FY 2009-10 onwards including the current Financial Year till date of issue of the tender. **Max marks 60 (Upto Five Assignment:40, Six to Ten Assignments: 50, More than Ten Assignments: 60)**
- ii) Adequacy of the proposed methodology and work plan in responding to scope of work and deliverables: **Max marks 40.**

**The Bidder obtaining 70 marks or more would be regarded as technically qualified Bidder and considered for opening of "Financial Proposal".**

PFCCCL may call for any clarifications/ information if required.

The agencies submitting documentary proofs as per clause 7.1(a) to (d) to the satisfaction of PFCCCL would be considered as technically qualified.

#### **9.0 Opening of Financial Proposal**

The second envelope marked as "Financial Proposal" would be opened only of the technically qualified bidders. The date and time of opening of Financial Proposal would be intimated to the Bidders qualifying at the technical stage separately. The Financial Proposal will be opened in the presence of the authorized representatives of the agencies, who wish to be present. Financial Proposal of other bidders not technically qualified will be returned unopened.

## **9.1 Evaluation of Financial Proposal**

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

## **10.0 CONTRACT PERFORMANCE GUARANTEE (CPG)**

In the event of an award, the selected consultant, within seven (7) days of issue of Letter of Award from PFCCL, will be required to arrange submission of CPG in the form of Demand Draft or Bank Guarantee (BG), as per PFCCL's proforma, equivalent to 10% (Ten Percent) of the total consultancy fee. The CPG should be kept valid upto 6 (six) months from the Letter of Award which may be extended further if demanded by PFCCL.

## **11.0 CONTRACT AGREEMENT**

11.1 In the event of award, the selected consultant will be required to enter in to a Contract Agreement with the PFCCL within 7 (seven) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL.

11.2 Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the selected consultant from Delhi State.

11.3 The Agreement will be signed in two originals and the selected consultant shall be provided with one signed original Agreement.

11.4 The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.

11.5 Till the time a 'Contract Agreement' is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.

## **12.0 Team Composition and Team Members**

The team composition and team members to be deployed for the assignment shall be provided as per format provided at Form-3. The team leader should have at least experience of 15 years in the area of Distribution. The senior level member should have at least experience of 10 years in the area of Distribution and middle level team members should have at least 5 years of experience in the area of Distribution.

### 13.0 Validity of Bid

The bidder shall keep their bids /proposals valid up to 120 (One Hundred Twenty) days from the date of submission of bid. The bidder may be required to further extend the validity of Bid as per the requirement of PFCCL.

### 14.0 TERMS OF PAYMENT

Payments would be made as per the following stages:

Sl. No.	Description	Payments as % of Lump Sum Price
i)	Submission and acceptance of Draft Detailed Project Reports by WBSEDCL for DDUGJY	25%
ii)	Submission & acceptance of the Final Detailed Project Report for DDUGJY by Monitoring Committee of Gol. [Payment can be made on pro-rata basis depending upon no. of approved DPRs.]	15%
iii)	Submission and acceptance of Draft Detailed Project Reports by WBSEDCL for IPDS	25%
iv)	Submission & acceptance of the Final Detailed Project Report for IPDS by Monitoring Committee of Gol. [Payment can be made on pro-rata basis depending upon no. of approved DPRs.]	15%
v)	Finalization & award of contract for execution of works by WBSEDCL for DDUGJY	10%
vi)	Finalization & award of contract for execution of works by WBSEDCL for IPDS	10%

14.1 The selected consultant shall submit the bills in duplicate to PFCCL addressed to EVP(U#4), PFCCL, indicating the stage achieved, out of the ones indicated above.

14.2 All expenses including travel expenses incurred by the Consultant (except the statutory payments and applicable taxes) 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.

## 15.0 Other Terms & Conditions

- i) The financial proposal by the consultant shall be in Indian Rupees as per format enclosed (Form 6) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- ii) The selected 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.
- iii) All claims shall be raised by the selected 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 selected consultant in accomplishing the work as per scope of work which in the opinion of PFCCL is attributable to the selected consultant, PFCCL reserves the right to get such specific work(s) done through any other Consultant(s) at the risk and cost of the selected consultant for timely completion of the work.
- 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 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/PFCCL, the Assignment is dropped and the consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the consultant and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- ix) **Conflict of Interest:** Organizations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of

engagement by PFCCL or above all enable them to pose a threat to PFCCL's consulting business in future. Without limitation on the generality of the foregoing, organisations would not be hired, under the circumstances set forth below:

Organisations 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 organisation when being engaged, and if found incorrect, the organisation would be debarred from any further engagement by PFCCL ever.

- x) The selected 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 selected consultant, or its personnel.
- 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/Offer 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.**

**(R Rahman)  
Executive Vice President**

Encl.: As above

## FORM – 1: COVERING LETTER

From: To:  
Name: Sh. R Rahman  
Designation: Executive Vice President  
Address: PFC Consulting Ltd.,  
First Floor, Urjanidhi  
1 Barakhamba Lane  
Connaught Place  
New Delhi - 110001

Sir,

**Sub: Selection of consultant for “Preparation of DPRs for Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for five (5) districts under WBSEDCL, West Bengal – Part A”.**

1. We \_\_\_\_\_(Name of consultant) herewith enclose Technical & Financial proposal for selection of consultant for **“Preparation of DPRs for Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for five (5) districts under WBSEDCL, West Bengal- Part A”**.
2. We are submitting our bid consisting of:
  - i) **Technical Bid** in a sealed envelope consisting of:
    - a) The empanelment letter from PFCCL under area code '03 (F)'
    - b) The Covering Letter (Form-1) in which the consultant inter alia agrees to the entire scope of work and deliverables as proposal for deviation / part scope of work will not be considered.
    - c) Form-1, Form-2, Form-3, Form-4 and Form-5 duly filled and signed by Authorised signatory and authority letter as per Form-5.
    - d) Details of past experience in Technical Bid. Documentary evidence (e.g. Copy of work Order/Letter of Award/Lol/Purchase Order/Completion certificate/ Project Report /proof of payment/ any other relevant documents etc.) in support of past experience.
    - e) Details of key personnel proposed to be deployed as per format provided at Forms-3&4.
    - f) Letter of Authority in favour of the Authorised signatory submitting the Bid as per Form -5.

ii) **Price Offer** (as per format provided at Form 2 of Bid document) in a sealed envelope

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 lumpsum price is firm and shall remain valid for the entire period of the assignment. We further declare that the above quoted lump sum fee includes all taxes (excluding service tax), duties & levies etc. payable by us under this 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 90 days from the date of submission of bid.
7. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the `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 or Demand Draft shall be provided by us as per the prescribed format in case of placement of award.
8. We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
9. We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.
10. We confirm and certify that all the information / details provided in our bid are true and correct.
11. We give our unconditional acceptance to the Bid Documents issued by PFCCL 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, payment terms and all other terms and conditions as contained in the `Bid Document`. The proposal is unconditional.
13. We certify that all the information provided in our bid 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.



14. 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.
15. 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.
16. Further, we undertake that in the event of our appointment, 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 & seal

Date:

Place:

## FORM – 2: EXPERIENCE OF CONSULTANT

1. Brief Description of the Consultant:
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 in brief
1						
2						
3						

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

List of documents attached:

- 1.
- 2.
- .

Signature of Authorized Signatory

Full Name

Address

Note:

1. The Consultant's relevant experience from Indian FY 2009-10 onwards till 7 days prior to bid submission date will be considered.
2. Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/Lol/Purchase Order or any other representative documents etc.
3. Please attach copy of documentary proof of satisfactory completion for assignment(s) handled from Client(s).

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

	Name
	<u>Team Members</u>
	Team Leader
1	
	Other Members
2	
3	
4	
5	
6	

Signature of Authorized Signatory

Full Name

Address

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

Name: \_\_\_\_\_

Profession/ Present Designation: \_\_\_\_\_

Total post qualification experience: \_\_\_\_\_ Years with organisation:  
\_\_\_\_\_

Educational Qualification: \_\_\_\_\_

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

*(Please enclose attested copy of educational qualifications)*

Experience:

*(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments.)*

Language:

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

**Certification:**

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

Signature of Team member

Full Name

Date

Signature of Authorized Signatory

Full Name

Address

**FORM – 5: AUTHORISATION LETTER**  
(ON THE LETTER HEAD OF THE CONSULTANT)

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

Signature:

Full Name:

Address:

(Seal)

### FORM – 6: SCHEDULE OF PRICE BID

(To be submitted as Financial Proposal in Second Envelope)

**Sub: Selection of Consultant for “Preparation of DPRs for Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for five (5) districts under WBSEDCL, West Bengal- Part A”.**

I \_\_\_\_\_ (Name) on behalf of \_\_\_\_\_  
(Name of the consultant) herewith submit the Financial Proposal for “**Preparation of DPRs for Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for five (5) districts under WBSEDCL, West Bengal- Part A**”.

Sl. No	Description	Unit	Total Lump Sum Price in INR (In Words Also)
1	Preparation of DPRs for Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for five (5) districts under WBSEDCL, West Bengal – Part A	Lump sum	
	<b>Total</b>		

**Note:**

1. The price offer for the Assignment should be quoted on lump sum basis inclusive of all taxes and duties etc as may be applicable. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment. However, service tax, if any, and educational-cess or any such tax/levy calculated as a percentage of the service tax at applicable rates, on the date(s) of payment(s) shall be paid over and above the bid price.
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 consultant without any additional cost to PFCCL.
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. All expenses including travel expenses, boarding & lodging expenses, etc incurred by the selected consultant (except statutory payments and applicable taxes) for

carrying out all the activities as per scope of work will be borne by the selected consultant and PFCCL will not take any responsibility whatsoever on this account.

5. The financial proposal with condition(s) or alternate price bid will be summarily rejected.

Seal

Authorised Signatory

Full Name

Address

**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 Sir,

In consideration of the PFC Consulting Limited (hereinafter referred to as the `Owner` which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) have awarded to M/s .....with its Office at .....(hereinafter referred to as the `Consultant` which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) by issue of Owner's Letter of Award (LoA) No .....dated .....and the same having been unequivocally accepted by the Consultant resulting into a contract valued at Rs. ....(Rupees ---- only).....for the Scope of Work given in LoA and the Consultant having agreed to provide a Contract Performance Guarantee for the faithfully performance of the entire contract equivalent to .....% (per cent) of the said value of the contract to the Owner.

We .....(name and address), having its Head Office at .....(herein after referred to as the `Bank`, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Consultant to the extent 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 Consultant any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Consultant. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right



which they might have against the Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Consultant or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Owner may have in relation to the Consultant liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted 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)	..... (Designation with Bank Stamp)
.....	

Attorney as per Power of Attorney No/Signature no.

Dated .....

2.

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

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

The date shall be six (6) months from the date of Letter of Award.  
The stamp paper of appropriate value shall in the name of Bank issuing the  
guarantee.

## CONTRACT AGREEMENT

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of \_\_\_\_\_, 2014, 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

\_\_\_\_\_ having its 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 selection of an consultant for "**Preparation of DPRs for Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS), Gol Schemes, for five (5) districts under WBSEDCL, West Bengal- Part A**".

AND WHEREAS the Owner is intending to hire an experienced and qualified Consultant who has undertaken similar projects and is capable of providing "Services".

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 assignment.
- (b) "Contract" means this Contract together with all Appendices and including all modifications made in accordance with the provisions of Clauses 12 hereof between the Owner and the Consultant.
- (c) "Consultant" means \_\_\_\_\_  
\_\_\_\_\_.
- (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 as employees, for the purposes of rendering services or any part thereof; Personnel includes:
  - (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
  - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Consultant, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the consultant has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Consultant has been made.

- (k) "Services" means the works to be provided/performed by the Consultant for completion of various tasks as described in Letter of Award (LoA) hereto;
- (l) "Starting Date" means the date referred to in Clause 3.3 hereof;
- (m) "Third Party" means any person or entity other than the Owner and the Consultant.

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

The Consultant shall render/perform services at PFCCL office in Delhi/ Gwalior and Gwalior or as mentioned in Bid document/necessary to discharge the scope of work or any other place as intimated by PFCCL.

## **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 Consultant 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 7 days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Demand Draft or Bank Guarantee as per Performa attached in 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 till six (6) months from the completion of Assignment.

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

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

#### **5.0 OBLIGATIONS OF THE CONSULTANT**

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

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

##### **5.2 COMPLAINTS WITH RULES AND REGULATIONS**

The Consultant agrees that it shall be responsible and liable to comply 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 shall not receive any such additional benefits.

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

The Consultant agrees that, during the term of this Contract, the Consultant, Personnel and/or any entity affiliated with the Consultant shall not provide services resulting from or directly related to the Consultant's Services to any third party. In the event of breach of the aforesaid condition the Owner shall be entitled to disqualify such 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 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, at its own cost, insurance against risks etc.

### **5.8 Liability of the Consultant**

The Consultant and each of his Members (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 Consultant or its Personnel; 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 Documents Prepared by the Consultant to be the Property of the Owner**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant 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 in order to fulfill his contractual obligations under this contract.

### **6.2 General**

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

### **6.3 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 Consultant, it becomes necessary to replace any of the Personnel, the Consultant 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 Consultant 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 Consultant 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 Consultant under this Contract, the Owner shall make to the Consultant such payments and in such manner as is provided by **Clause 8** of this Contract.

## **8.0 PAYMENTS TO THE CONSULTANT**

**8.1** The cost of services payable in Indian Rupees is set forth in **LoA**.

### **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 EVP, PFCCL.

**8.4** The Owner shall cause the payment of the Consultant as per the above given schedule of payment within 30 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 is not satisfactory and not in accordance with the scope of work.

**8.5** The final payment under this Clause shall be made only after satisfactory completion of all the activities as per scope of work in LoA and after the issuance of No Claim Certificate.

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

Account No \_\_\_\_\_ Bank,

## **9.0 Suspension**

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

(j) 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 Consultant 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 Consultant fails to remedy a failure in the performance of its 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 fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 17** hereof;

(c) if the Consultant submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultant knows to be false;

- (d) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if Consultant 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 Consultant 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; and

## **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 employees, nor
  - (2) any event which a diligent Party could reasonably have been expected take into account at the time of the Award of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) The Consultant shall not be paid /reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

## **11.2 No Breach of Contract**

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

## **11.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure or any combination of events shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event or any combination of events of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such

event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### **11.4 Extension of Time**

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

#### **11.5 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 17 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 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.

#### **17.0 SETTLEMENTS OF DISPUTES/ ARBITRATION.**

**17.1** 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.

**17.2** 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.

## **18.0 GENERAL PROVISIONS**

### **18.1 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.

### **18.2 Headings**

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

### **18.3 Notices**

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

1. For the Owner: **PFC Consulting Limited.**  
**(A Subsidiary of Power Finance Corp. Ltd.)**  
**First Floor, 'Urjanidhi', 1, Barakhamba Lane,**  
**New Delhi - 110001**

Attention: Mr. \_\_\_\_\_  
Facsimile: 011-23456170,

2. For Consultant:

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**18.4** 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.

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

**18.6 Authority of Consultant in Charge**

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

**18.7 Authorised Representatives**

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

- (a) on behalf of the Owner by \_\_\_\_\_ or his designated representative;
- (b) on behalf of the Consultant \_\_\_\_\_ or his designated representative.

**18.8 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.



**18.9 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.

**18.10** 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.....Month.....and year..... first above written.

FOR AND ON BEHALF OF  
[OWNER]

By :  
Authorized Representative

FOR AND ON BEHALF OF  
[CONSULTANT]

By :  
Representative

Authorized

***LIST OF APPENDIX***

- A. Letter of Award