

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 **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

[Insert the Name of Bidder] 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 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 "Preparation of Detailed Project Report (DPR) for Extension of one Unit of either 600 MW or 660 MW at Singareni Thermal Power Project (STPP), Jaipur (M), Adilabad District, Telangana State."

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 Clause 12 hereof between the Owner and the Consultant.
- (c) "Consultant" means **[Insert the Name of Bidder]**, 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 Letter of Award is issued;
- (f) "Personnel" means persons hired by the Consultant or by his Sub -consultant as employees, for the purposes of rendering services or any part thereof; Personnel includes:
 - (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
 - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Consultant, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as per LOI.
- (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 "Consultancy Service Package" for Preparation of Detailed Project Report (DPR) for Extension of one Unit of either 600 MW or 660 MW at Singareni Thermal Power Project (STPP), Jaipur (M), Adilabad District, Telangana State."
- (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/or at the Project site of "**Additional System Strengthening for Sipat STPS**".
- (b) The Consultant also undertakes to perform/render services at other location or elsewhere as required for the execution of project or as specified by the Owner from time to time. The Owner shall not bear any extra expenses/cost if, any, incurred by the consultant for providing services at other location.

3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT

3.1 Commencement of Contract

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

3.2 Termination of Contract for Failure to Become Effective

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

3.3 Commencement of Services

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

3.4 Expiration of Contract

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

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

4.0 Performance Bank Guarantee

4.1 The Consultant within 15 days from the date of receipt of Letter of Award from PFCCL shall furnish a Performance Guarantee in the form of Bank Guarantee as per Performa attached as Appendix-G, from any Nationalised / Scheduled 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 nine (9) months from the scheduled date.

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 COMPLAINTS 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

Consulting organization or their Partners / any other Employee or Associate would not be hired for any work whose interests are that in conflict with their prior or current obligations to the other organizations, or that may place them in a position of being unable to carry out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL's consulting business in future. Without limitation on the generality of the foregoing, consulting organizations would not be hired, under the circumstances set forth below:

Consulting organisations that have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organisations by whatever process would not be engaged. A declaration to this effect would be given by the organisation when being engaged, and if found incorrect, the Consulting organisations would be debarred from any further engagement by PFCCL ever.

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 CONSULTANTS' PERSONNEL

6.1 Agreed Personnel

The Consultant hereby agrees to engage the personnel and sub-consultants listed by title as well as by name in **Appendix C** in order to fulfill his contractual obligations under this contract.

6.2 General

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

6.3 Description of Personnel

- (a) The titles, job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in **Appendix C**.
- (b) If required to comply with the provisions of **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 as follows:

(In accordance with the terms of payment to be enumerated in Lol)

Any deviation to the above 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. All payments would be claimed by the consultant from Owner as per the terms & conditions above after being due, and would be accepted for the payment by CEO, PFCCL, based on satisfactory progress and quality of the work in his sole discretion.

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:

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

Or

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

10.0 Termination

10.1 By the Owner

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

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

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 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 any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

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:
 - (i) Any event caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor
 - (ii) 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:

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

Attention: Mr Rajesh Kumar Shahi (VP)

Facsimile: 011-23456132, Email :

- b. 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: Sh. to act on their behalf in exercising the entire Consultants' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

19.7 Authorised Representatives

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

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

19.8 WAIVER OF RIGHT.

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

19.9 SEVEREABILITY CLAUSE

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

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

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

FOR AND ON BEHALF OF
[OWNER]

By :
Authorized Representative

Article I. FOR AND ON BEHALF OF
[CONSULTANTS]

By :
Authorized Representative

1) LIST OF APPENDICES

Duties of the Consultants

Description of the Scope of Work

- A - Detailed descriptions of the Services to be provided; 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 Consultant by the Owner.

Cost of services

- E - **Cost of services**

Bank guarantee

- F - **Form of performance bank guarantee**

Letter of Award

- G - **Letter of Award (including Condition of Contract (Vol-II) & Technical Specification (Vol-III) of Bid document)**

APPENDIX -A

2) DESCRIPTION OF THE SERVICES

The consultant has to provide services as detailed below but not limited to the same, which is required for the successful completion of the assignment

Authorized /designated
Article II. Representative of Owner

Authorized /designated
Representative of Consultant

APPENDIX-B

1) *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
Article III. Representative of Owner

Authorized /designated
Representative of Consultant

APPENDIX-C

CONSULTANTS' SUBCONSULTANTS AND KEY PERSONNEL

Article IV. C-1 List of key Personnel to be assigned to the assignment

Authorized /designated
Representative Of Owner

Authorized /designated
Representative of Consultant

APPENDIX - D

1) *DUTIES OF THE OWNER*

Owner will provide all assistance to the consultant in facilitating the studies and surveys to be conducted at site. This will include but not limited to the following:

- a. Any technical data/ information support required from CEA.
- b. To accord acceptance to reports submitted by the consultant in a time bound manner, generally within seven (7) days.
- c. To process all the claims submitted by the consultant and to release the payments in a time bound manner.
- d. To process the request of the consultant for deployment/ change of its personnel/ sub consultants and convey the decision in a time bound manner.
- e. To accord approval to the consultant for any change in scope in a time bound manner.

Authorized /designated
Article V. Representative of Owner

Authorized /designated
Representative of Consultant

**APPENDIX-E
(Cost of Services)**

(Reference Clause 8.1 of Contract)

Total cost of Consultancy Services Package for _____ [Name of the Project] is a lump sum contract price of Rs. _____ (Rupees _____ Only). The lump sum Consultancy Fee is inclusive of taxes and duties, all travel, stay, out of pocket expenses, cost of producing documents etc. and PFCCL will not be required to pay and/or reimburse anything over and above the price quoted. However, the applicable Service tax shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s) on production of proof for the Service Tax Registration No. of the Firm. The price is FIRM with no escalation till completion of the Assignment.

Lump Sum Contract Price = Rs. _____
(Rupees _____)

Authorized /designated
Article VI. Representative of Owner

Authorized /designated
Representative of Consultant

APPENDIX – F

PROFORMA 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,

Employer Name and Address

Dear Sirs,

In consideration of the M/s **PFC Consulting Limited**, New Delhi (hereinafter referred to as the `Owner` which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) having awarded to M/swith its Registered/Head Office at

.....
(hereinafter referred to as the `Consultant by issue of Owner's Letter of Award Nodated

and the same having been unequivocally accepted by the Contractor/Consultant resulting into a contract valued atfor(Scope of Contract) and the Contractor/Consultant having agreed to provide a Contract Performance Guarantee for the faithfully performance of the entire contract equivalent to% (per cent) of the said value of the contract to the Owner.

We(name and address), having its Head Office at(herein after referred to as the `Bank`, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/Consultant to the extent ofas aforesaid at any time upto.....

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

- i) Our liability under this guarantee is restricted to
- ii) This Bank Guarantee shall be valid upto and including and;
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this Guarantee.

Dated this Day of 2014at
.....

WITNESS:

(Authorised Signatories of the Bank)

1.

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official address)

.....
(Designation with Bank Stamp)

.....

Attorney as per Power of Attorney No.

Dated

2.

.....
(Signature)

.....
(Name)

.....
(Official address)

List of Banks for Bank Guarantee

SCHEDULED COMMERCIAL BANKS

SBI AND ASSOCIATES

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State of Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Saurashtra
8. State Bank of Travancore

NATIONALISED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of India
12. Bank of Maharashtra
13. Canara Bank
14. Central Bank
15. Corporation Bank
16. Dena Bank
17. Indian Bank
18. Indian Overseas Bank
19. Oriental Bank of Commerce
20. Rajasthan National Bank
21. Rajasthan & Sind Bank
22. Syndicate Bank
23. Union Bank of India
24. United Bank of India
25. UCO Bank
26. Vijaya Bank

FOREIGN BANKS

1. Bank of America NA
2. Bank of Tokyo Mitsubishi Ltd
3. BNP Paribas
4. Credit Agricole Indosuez
5. Citi Bank
6. Deutsche Bank
7. Hongkong Bank
8. Standard Chartered Bank
9. UFJ Bank Ltd
10. Sumitomo Mitsui Banking Corp.
11. Societe Generale
12. Credit Lyonnais
13. Barelays Bank
14. ABN Of Nvaacotia

SCHEDULED PRIVATE BANKS

1. Vysya Bank
2. ICICI Bank
3. HDFC Bank

BANK GUARANTEE VERIFICATION CHECKLIST

Sl.No.	DESCRIPTION	YES	NO
1.	Does the bank guarantee compare Verbatim with standard PFC Proforma for BG		
2. a)	Has the executing Officer of BG indicated his name Designation and power of Attorney No./Signing Power number etc. on BG		
b)	Is each page of BG duly Signed/initiated by the Executant, and last page is Signed with full particulars As required in PFC`s standard Proforma of BG and under the Seal of the bank.		
c)	Does the last page of BG carry The signature of two witness Of the executive Bank Manager		
3. a)	Is the BG on non-judicial stamp Paper of appropriate value and Stamp paper purchased in the The name of issuing/executing bank.		
b)	Is the date of sale of non-judicial Stamp paper shown on the BG and The stamp paper is issued not More than six months prior to Date of execution of BG		
4. a)	Are the factual details such As bid document/specification No., LOA no., contract price, Etc. correct.		
b)	Whether overwriting/cutting if Any on the BG authenticated Under signature and seal of Executant.		

5. ***Is the amount and validity of BG in***
Line the contract provisions.
6. Is the foreign bank guarantee
Confirmed by a National/Scheduled
Bank in India (as applicable)
7. Whether the BG has been issued by
Nationalised bank acceptable to
PFC/Scheduled bank in
India (The applicability of the bank
Should be in line with the provisions
Of bidding documents)

Signature along with Seal of Co.....
(Printed Name).....
(Designation).....
(Name of Company).....

(Common Seal).....

APPENDIX-G

- 2) Letter of Award** (including Condition of Contract (Vol-II) & Technical Specification (Vol-III) of Bid document)

Authorized /designated
Article VII. Representative of Owner

Authorized /designated
Representative of Consultant