

PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Ltd - A Govt. of India Undertaking)

ELECTRONIC TENDER DOCUMENT

FOR

**APPOINTMENT OF CONSULTANT FOR PREPARATION OF DETAILED
FEASIBILITY REPORT (DFR) FOR SETTING UP OF SUPER/ULTRA
CRITICAL THERMAL POWER STATION IN PUNJAB**



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

Registered Office

**1st Floor, “Urjanidhi” 1, Barakhambha Lane, Connaught Place,
New Delhi – 110001**

March 20, 2025

PFC Consulting Ltd. (PFCCL) invites E-Tenders for Appointment of Consultant for Preparation of Detailed Feasibility Report (DFR) For Setting up of Super/Ultra Critical Thermal Power Station in Punjab.

a)	Start Bid Date & Time	20.03.2025 from 10:00 hrs (IST)
b)	Close Bid Date & Time	04.04.2025 till 11:00 hrs (IST)
c)	Technical Bid Opening	04.04.2025 till 11:30 hrs (IST)
c)	Price Bid Opening	To be intimated to Qualified bidders

Note:

1. Tender Notice and Tender Document are available on PFC Consulting Limited (PFCCL) website and can be downloaded from <https://www.pfcclindia.com> or from the e-Procurement portal <https://gem.gov.in>
All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the PFCCL website and said e-procurement portal only.
2. The bidder shall bear all costs associated with the preparation, submission of bid, participation in bidding process including cost of registration with the said e-procurement portal, if any. PFCCL in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process
3. Bidders are advised to start the registration process on the e-procurement portal as it may take a few days so as to avoid any delay in bid submission (upload) stage. Bidders may visit the said e-procurement portal for further details.

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SECTION -1
BID INVITATION

1. BID INVITATION LETTER

Ref: DFR/PSPCL/24-25

Date: _____, 2025

To,

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

Sub: Appointment of Consultant for Preparation of Detailed Feasibility Report (DFR) For Setting up of Super/Ultra Critical Thermal Power Station in Punjab.

Sir,

PFC Consulting Limited (PFCCL) was incorporated under Companies Act, 1956, as a wholly owned subsidiary of Power Finance Corporation Ltd. (PFC) on 25th March, 2008 and as on date its 100% of the paid up equity capital is held by PFC Ltd.

PFCCL undertakes assignments along the entire spectrum of power sector advisory services including Bid Process Management, assisting the Power Utilities like transaction advisory, Energy Portfolio Management, preparation & filing of tariff petitions & ARRs, Resource Mobilization related assignments, selection of EPC Contractor, Project & financial advisory for new power plant, Reforms and Restructuring of Power Sector, assistance to Regulatory bodies, power trading advisory, project appraisal, PPA, strategy, Policy, Energy Audit, Contract related advisory, Development of Coal Block, Bid Process Coordinator, Smart Grid, LIE, LIA, Smart Metering etc.

PFCCL will be providing Consultancy Services to Punjab State Power Corporation Limited (PSPCL) as Advisor for Preparation of Detailed Feasibility Report (DFR) For Setting up of Super/Ultra Critical Thermal Power Station in Punjab.

PFCCL intends to engage Consultancy firm as Consultant (herein referred as 'Consultant') for rendering Consultancy services to PSPCL.

Electronic Bids are invited in Single Stage Two-part system (Technical Bids & Price bids) from the firms/organizations for providing Consultancy Services to PFCCL for assisting PSPCL for Preparation of Detailed Feasibility Report (DFR) For Setting up of Super/Ultra Critical Thermal Power Station in Punjab.

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

2. ELIGIBILITY CRITEREA

The consultancy firm intending to bid for the above mentioned tasks should fulfill the following eligibility criteria along with documentary evidence.

- a) NIT is on Domestic Competitive Bidding (DCB) mode, wherein only the firms registered in India can participate. The company must be registered under the Indian Companies Act, 1956 and its subsequent amendments.
- b) The bidder should have the experience of preparing 'Detailed Feasibility Report' (DFR) for coal based supercritical thermal power project having generation capacity of 660 MW or above during last 10 years from the date of bid submission and this project should have been synchronized with the grid or completed or under construction stage. Bidders shall submit documentary proof of having successfully executed work order(s) for the DFR work as under :-

a. Single order of the value not less than Rs 4.9 Lacs inclusive of taxes.

Or

b. Two orders each of the value not less than Rs 3.06 Lacs inclusive of taxes.

Or

c. Three orders each of the value not less than Rs 2.45 Lacs inclusive of taxes.

- c) Bidders must have average annual turnover in last 3 consecutive financial years starting from F.Y. 2021-22 shall not be less than Rs. 2 Crores (Rupees Two Crores only).
- d) Other income shall not be considered for arriving at annual turnover.
- e) In case where audited results for the preceding financial year are not available for determining the average annual turnover, certification of financial statements from a practicing chartered accountant shall be considered acceptable.
- f) Annual turnover should be duly certified by the statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.
- g) The bidder shall certify on its letterhead that it has not been blacklisted by any organization presently.
- h) Necessary documentary evidences viz. background of the consultant, experience, performance reports / work orders etc. issued to the bidder, should mandatorily form part of techno-commercial bid, to prove the credentials of the bidder for meeting the qualifying requirements.
- i) PFCCCL reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the bidder.

3. SCOPE OF WORK

The Consultant will carry out detailed study of the project and submit a report to PFCCCL. The scope of work shall include but not limited to the following:

- a) Examination of growth in thermal power demand in the State keeping in view the CEA report on Resource Adequacy Plan for the State which proposes addition of over 5000 MW of coal- based power by the year 2029-30. Based on this examination, the number, size and technology (Super/Ultra TPP) of units required to meet the expected growth.
- b) Justification for establishing the power plant with respect to demand & supply, selection of unit sizes, fuel to be used etc.
- c) Most cost-effective modality and suggested location of setting up proposed plant;
- d) Cost –benefit analysis for 2-3 sites with in Punjab comparing the installation of new Super/Ultra-critical units (with higher efficiency, FGD etc.) with undertaking major R&M of the existing units..
- e) Work involving design & engineering to determine requirement of land, water, coal etc.
- f) Soil investigation report of the site (minimum bore hole 8 nos.) for which DFR is being prepared
- g) Socio Economic Development and justification of project on economic rate of Return.
- h) Financial analysis, Estimated capital cost etc.
- i) Description of major features of the proposed power plant and configuration along with an area layout of Mechanical, Electrical and Civil works etc.
- j) Statutory clearances required.
- k) Techno- economic evaluation of generation cost and financial analysis on the basis of single EPC contract and tariff based competitive bidding.
- l) Various alternatives for selecting best alternative based on cost & other consideration to be discussed in DFR.
- m) Meeting up latest environmental norms on emissions from Thermal Power Plants issued by Ministry of Environment, Forest and Climate Change (MoEF& CC) as per latest notifications on flue gas desulphurization (FGD) regarding Suspended Particulate Matter (SPM), SO_x, NO_x, and Mercury.
- n) Comprehensive analysis of environmental challenges, including ash disposal and emissions.
- o) Comprehensive feasibility study of site, considering all necessary inputs e.g. availability of land, source of coal, coal movement, ash disposal, availability of water, evacuation of power, modifications required in existing plant system.
- p) Analysis of availability of coal from State Captive Coal Mine at Pachhwara (Central) and existing fuel linkages of Ministry of Coal, as well as related transportation requirements of coal and other material;
- q) To study effect of supply of coal feeding/ water cycle etc. on already running units.
- r) A detailed presentation of draft feasibility report to PSPCL as per PSPCL requirement.
- s) To explore utilization/ modification of existing plant system like rail network for coal handling, water availability and inter connection facilities with proposed new units to keep old units running as per PSPCL requirements.

- t) Assist PFCCL/PSPCL in defending the report and get the various clearances, approvals etc. from the authorities concerned based on DFR.
- u) Any other item not specifically mentioned but required for the project.

The scope of work presented is indicative in nature and shall include any other requirement as decided towards closure of the DFR report.

4. DELIVERABLES

- a) Submission of Draft Detailed Feasibility Report (DFR)
 - a) 10 copies with soft copy (word/excel format) of DFR
- b) Submission of Final Detailed Feasibility Report (DFR) after incorporating all additional suggestions from PFCCL.
 - a) 20 copies of final approved DFR along with soft copy (word/excel format) of the same after receipt of final comments from PFCCL.

Any other documents with respect to preparation of the DFR.

5. TIME SCHEDULE FOR COMPLETION OF THE WORK

The tentative duration of the assignment has been assumed as four (4) months or till the closure of the assignment, whichever is later, from the Effective Date of Contract. Effective Date of Contract shall be date of issuance of Letter of Award (LoA) from PFCCL.

6. TERMS OF PAYMENT:

Sl. No.	Stage of Fee payment	% of lump-sum fee
1	Acceptance of Letter of Assignment	10%
2	Submission of Draft Detailed Feasibility Report (DFR)	25%
3	Submission of Final Detailed Feasibility Report (DFR) after incorporating all Additional suggestions from PFCCL and PSPCL	30%
4	On completion of the assignment	35%

7. CONTRACT PERFORMANCE GUARANTEE (CPG)

In the event of an award, the selected Bidder, within fifteen (15) days of issue of LoA from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to five percent (5%) of the total consultancy fee.

The CPG should be as per PFCCL’s proforma and should be kept valid up to six (6) months from the Letter of Award (LoA) which would be extended till completion of the assignment, whichever is later.

The Contract Performance Guarantee will be returned/released on successful completion of the Assignment. In case of termination of the Contract or default by the Consultant in carrying out the subject Assignment, the Contract Performance Guarantee will be forfeited by PFCCL.

8. EARNEST MONEY DEPOSIT (EMD)

The Bidder shall submit the Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh) only, to be paid via electronic transfer or in the form of a demand draft or a bank guarantee (format for the same enclosed at Annexure-I) to the following Bank Account:

Bank Account Name: PFC Consulting Limited.

Account No.: 000705036117.

Bank Name: ICICI Bank.

IFSC: ICIC0000007.

Branch: Connaught Place, New Delhi-110001.

Any bid not accompanied by requisite EMD shall be rejected by PFCCL as being nonresponsive

9. OTHER TERMS AND CONDITIONS:

- a) This assignment is to be completed in a time bound manner (as intimated by PFCCL from time to time for completion of each Scope of Service) from the date of issuance of LoA and the time may be further extended/ reduced by PFCCL.
- b) It may be noted that during the currency of this assignment, the firm shall not undertake any assignment/ work/ job for or on behalf of any other interested parties related.
- c) PFCCL shall have the right to terminate this arrangement at any time without assigning any reason and in that event payment of fees to the LLC shall be made for the work already done at the sole discretion of PFCCL. In case of any dispute, the decision of the CEO, PFCCL shall be final and binding.

10. CONTENTS OF BID DOCUMENTS

The bid document contains the following documents.

Section -1 : Bid Invitation Letter

Section -2 : Bid Forms

Section- 3 : Contract Agreement

11. BASIS OF OFFER

The price offer for the Consultancy 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. However, GST, if any, and educational-cess or any such tax/levy as related to as a percentage of the GST at applicable rates, on the date(s) of payment(s) shall

be paid over and above the bid price.

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

12. TEAM COMPOSITION AND TEAM MEMBERS

The Consultant shall depute a team comprising of Project Lead (having at least 15 years of experience) and one team member (having at least 7 years of experience).

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

Details of the team members including qualification and experience to be provided.

Please note that the team deployed would be on the basis of the scope of work and not limited to the team mentioned in the proposal.

13. SUBMISSION OF BID

Bid shall consist of **Single Stage Two part**, "Technical Bid" and "Price Bid" and should be duly submitted online using the e-Procurement Portal <https://gem.gov.in> before the due date and time.

Note:

- a) The Firm 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.
- b) The "Technical Bid" should contain the certification/proof of the work undertaken as enumerated under the eligibility criteria.
- c) The "Price Bid" should contain the detailed price offer for the services as per format provided at Form-3 of Bid Document.
- d) Details of the team members including qualification and experience to be provided.
- e) An Undertaking to be submitted (as per format given in Form-4), stating that the Consultant has no Conflict of Interest with regards to their relationship with any of the parties involved, in providing services for this work to PFCCL.

14. OPENING AND EVALUATION OF TECHNICAL & PRICE BIDS

1. TECHNICAL BID OPENING

The "Technical Bids" will be opened online on **04.04.2025 till 11:30 hrs (IST)** in the presence

of the authorized representatives of the agencies, who wish to be present.

Note: Technical Bid should not contain any information regarding the Price Bid. Proposals with information regarding Price in the Technical Proposals, will be out-rightly rejected.

2. TECHNICAL BID EVALUATION

The Technical evaluation would include the following:

a) COMPLETENESS OF BID WITH RESPECT TO THE BIDDING DOCUMENT

- i. The certification/proof of work undertaken as enumerated under the eligibility criteria.
- ii. The Technical Bid should contain all the forms duly filled and signed by authorized signatory of the bidder.
- iii. The bidder should agree to the entire scope of work and deliverables. No proposal for part scope of work will be considered.
- iv. There should be no deviations from any or all the contents of the bidding documents or conditional or alternate bids.
- v. Details of one Project Lead and one team member proposed to be deployed are to be provided in Technical bid.

Bid of any bidder not meeting any or all the above criteria will not be considered responsive and the technical evaluation of the bidder will not be carried out.

PFCCCL reserves the discretion to seek clarifications during the evaluation process of the Technical Bids. **Only those papers/supporting shall be considered which were initially submitted with the bid documents.**

Note: Technical Bid should not contain any information regarding the Price Bid. Proposals with information regarding Price in the Technical Proposals, will be out-rightly rejected.

3. PRICE BID OPENING

The Price Bid will be opened only for the technically qualified bidders in the presence of the authorized representatives of the bidders, who wish to be present.

4. PRICE BID EVALUATION

The consultancy will be awarded to the bidder who has quoted lowest lump-sum price, in Indian Rupees as per Form-3, without condition(s) or alternate Price Bid. Conditional Price Bids will be out-rightly rejected.

15. CONTRACT AGREEMENT

- a) In the event of award, the selected bidder will be required to enter into a "Contract Agreement" with the PFCCCL within 30 (thirty) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCCL.

- b) The conditions mentioned in the Letter of Award (LOA) will prevail over the conditions of the e-procurement portal i.e. GeM portal
- c) 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/- and water mark papers to be purchased by the selected bidder.
- d) The Agreement will be signed in two originals and the selected bidder shall be provided with one signed original agreement.
- e) The date of execution of the Contract Agreement in no case shall alter the date of start or completion period of the work.
- f) 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.
- g) In the event of an award, the selected Bidder, within fifteen (15) days of issue of Letter of Award from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to five percent (5%) of the total consultancy fee.

The CPG should be as per PFCCL’s proforma and should be kept valid up to six (6) months from the Letter of Award (LoA) which would be extended till completion of the assignment, whichever is later.

The Contract Performance Guarantee will be returned/released on successful completion of the assignment. In case of termination of the contract or default by the Consultant in carrying out the subject assignment, the Contract Performance Guarantee will be forfeited.

16. VALIDITY OF BID

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

17. OTHER TERMS & CONDITIONS

- a) The Controlling Authority during the period for the arrangement shall be CGM, PFCCL.
- b) The Price Bids submitted by the bidders shall be in Indian Rupees as per format enclosed (Form 3) with no escalation provision for any reason whatsoever till the engagement period.
- c) In case of tours and travels made beyond Delhi NCR, Punjab and Chandigarh; PFCCL would

be the sole authority to decide on the number of the member(s) to undertake the tours. No claim for journey fare/accommodation expenses/local conveyance for travel in Delhi NCR, Punjab and Chandigarh; will be admissible.

In this regard, team member shall be entitled for the reimbursement/ payment as applicable for the level of Manager and the Project Lead shall be entitled for the reimbursement/ payment as applicable for the level of General Manager of the PFCCL for travelling expenses for tours made beyond Delhi NCR, Punjab and Chandigarh. No conveyance charges would be charged by the Consultant for visiting the PFCCL Office.

- d) Consultant shall maintain strict confidentiality about the affairs of PFCCL and shall not disclose any information about PFCCL to any third party. Consultant shall make available the services of the identified personnel as may be required for successful execution of the work and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.
- e) All claims shall be raised by the Consultant as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of work at the sole discretion of the Competent Authority.
- f) In case there is a delay by the Consultant in accomplishing the work which in the opinion of PFCCL is attributable to the Consultant, PFCCL reserves the right to get such specific work(s) done through any other firm(s) at the risk and cost of the Consultant for timely completion of the work.
- g) PFCCL can cancel the contract at any stage of the contract. Further, in case it is found that the information submitted by Contractor in the bid is incorrect, PFCCL will cancel the contract.
- h) In case, PFCCL finds that the knowledge of any of the key personnel(s) and or his/her performance is not satisfactory, Consultant shall replace the team member within seven days of communication from PFCCL. Otherwise, PFCCL will cancel the contract.
- i) 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 will be liable for termination.
- j) If due to any reason or decision of the Govt./PFCCL, the services of Consultant are 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 Consulting Services, till the point off the work or as mutually agreed.

- k) The Consultant shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, 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, including the use or violation of any copyright work or literary property or patented invention, article or appliance.
- l) No offer should be sent by Fax or E-mail.
- m) PFCCL reserves the right to accept or reject any or all Proposals/Offer/ Bid or annul the bid process or modify/ change the content of the bid document without assigning any reason.
- n) 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 Agreement.

Yours sincerely,

For and on behalf of PFC CONSULTING LTD

**(Neeraj Singh)
Chief General
Manager**

Encl.: As Above

SECTION- 2
BID FORMS

FORM – 1: COVERING LETTER

From:

Name: Designation: Address:

To:

Chief General Manager
PFC Consulting Ltd., 9th Floor, A Wing,
Statesman House, Connaught Place,
New Delhi – 110 001

Sir,

Sub: Appointment of Consultant For Preparation Of Detailed Feasibility Report (DFR) for Setting up of Super/Ultra Critical Thermal Power Station in Punjab.

We _____ (Name of Firm) herewith enclose Technical & Price Bid for selection of our Firm as Consultant on lump-sum basis (Travelling expenses will be reimbursed separately for tours made beyond Delhi NCR, Punjab and Chandigarh) for providing Consultancy services to PFCCL for the period of four (4) months or till the closure of the assignment, whichever is later.

a) We are submitting our bid consisting of:

- i) The certification/proof of work undertaken as enumerated under the eligibility criteria.
- ii) The Technical Bid should contain Form-1 & Form-2 duly filled and signed by authorized signatory
- iii) The Firm should agree to the entire scope of work and deliverables. No proposal for part scope of work will be considered.
- iv) Details of the Team members including qualification and experience to be provided.
- v) An undertaking (as per format given in Form-4) to be submitted, stating that the Consultant has no Conflict of Interest with regards to their relationship with any of the parties involved, in providing services for this work to PFCCL.
- vi) Price Offer as per format provided at Form 3 of Section 2 of Bid document.

b) We declare that the above quoted lump-sum basis fee is firm and shall remain valid for the entire period of the Consultant. We further declare that the above quoted lump-sum basis fee is inclusive of all except GST.

c) 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.

d) We confirm that the prices and other terms and conditions of this bid are valid for a period of 120 days from the date of submission of bid.

- e) We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the 'Deliverables' and 'Terms of payment' clauses as stipulated in the bid documents.
- f) 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.
- g) We confirm and certify that all the information /details provided in our bid are true and correct.
- h) We give our unconditional acceptance to the Bid Documents issued by PFCCL, as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.
- i) Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the 'Bid Document'. The bid is unconditional. The bid will be valid 120 (One hundred twenty days) from the opening of Price bid.
- j) We also declare that by taking this Consultant we do not have any conflict of interest with any of our prior or current obligations to other Firm and also do not have business or family relationship with member(s) of PFC's/PFCCL's and/or its subsidiaries and subsidiary's employees or persons positioned in or on the Board of these companies by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL and/or subsidiary forever.
- k) We certify that all the information provided in our bid is true. We understand that any willful mis-statement 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 and/or subsidiary for a period of maximum three years from the date of such disqualification or as decided by the management of PFCCL.
- l) Further, we undertake that in the event of our appointment as Consultant, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the Firm would be terminated.

Signature of Authorized Person

Name

Designation & Company Seal

Date:

Place:

**FORM – 2: AUTHORISATION LETTER
(ON THE LETTER HEAD OF THE FIRM)**

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

Signature:

Full Name:

Address:

(SEAL)

**FORM – 3: SCHEDULE OF PRICE BID
(TO BE SUBMITTED AS FINANCIAL PROPOSAL)**

Sub: Appointment of Consultant for PFCCL for a period of four (4) months or till the closure of the assignment, whichever is later, from the Effective Date of Contract.

I _____ (Name) on behalf of _____ (name of the Firm) herewith submit the financial proposal for selection of our Firm as Consultant for PFC consulting limited for the period of four (4) months or till the closure of the assignment, whichever is later, from the Effective Date of Contract.

SCHEDULE OF PRICE BID

(To be submitted as Price Bid)

Item	Lump-sum basis rates	
	In figures	In words
For Providing Consultancy services to PFCCL for Preparation Of Detailed Feasibility Report (DFR) For Setting Up of Super/Ultra Critical Thermal Power Station in Punjab.		

Note:

- a) The price offer for the Consultant should be quoted on lump-sum basis all inclusive (Travelling expenses will be reimbursed separately for tours made beyond Delhi NCR, Punjab and Chandigarh) as per bidding document. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST at applicable rates, on the date(s) of payment(s) shall be paid over and above the bid price.
- b) Income tax at source & TDS on GST will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the Consultant by PFCCL
- c) The financial proposal with condition(s) or alternate price bid will be summarily rejected.

Signature of Authorized Signatory

Full Name

Address

**FORM – 4: Undertaking for Bidder
(TO BE SUBMITTED BY BIDDER)**

This is to certify that _____ (Name of the Firm) along with engagement team has no Conflict of Interest with regards to their relationship with any of the parties involves, in providing services for this work to PFCCL

Signature:

Full Name:

Address:

(SEAL)

SECTION- 3
CONTRACT AGREEMENT

DRAFT CONTRACT AGREEMENT

(To be on non-judicial stamp paper of Rs 100/- applicable to Delhi)

This **Contract Agreement** (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made on ___ day of _____ at _____

BETWEEN

PFC Consulting Ltd. (PFCCL) having its Registered office at First Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001 (hereinafter called the "**Client**") on the one part,

AND

_____ having its Registered / Corporate office at _____ (hereinafter called the "**Consultant**") which expression shall include its successors, executors, permitted assigns on the other part.

WHEREAS

The Client intends to appoint the Consultant for the period of four (4) months or till the closure of the Assignment, whichever is later, from the Effective Date of Contract.

- (A) the Client has appointed M/s _____ as Consultant as per Letter of Award for the successful execution of the Assignment;
- (B) the Consultant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) "Contract" means this Contract Agreement together with all Appendices/ Attachments;
- (c) "Effective Date" means the date of the Letter of Award from PFCCL;
- (d) "Personnel" means persons hired by the Consultant as employees/individual Consultant(s) and assigned to the performance of the Services or any part thereof
- (e) "Party" means the Client or the Consultant, as the case may be and "Parties" collectively means the Client and the Consultant;

- (f) "Assignment" means to carry out the scope of work as per the Bid Document;
- (g) "Services" means the work to be performed by the Consultant in the period of its engagement pursuant to this Contract;
- (h) "Starting Date" means the date referred to in Clause 2.2 hereof; and
- (i) "Third Party" means any person or entity other than the Government, the Client, the Consultant.

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4. 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.

1.5. Headings

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

1.6. Notices

- 1.6.1 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, telex, telegram or facsimile to such Party at the following address:

For the Client:

**Chief General Manager
PFC Consulting Ltd., 9th Floor, A Wing,
Statesman House, Connaught Place,
New Delhi – 110 001**

For the Consultant:

1.6.2 Notice, except the notice for requisitioning of Services (which will be eight hours from the call made by Client), will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, twenty-four (24) hours on delivery;
- (b) in the case of facsimiles, seventy-two (72) hours following confirmed transmission.

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

1.7. Location

The Services shall be performed at Delhi NCR, Punjab and Chandigarh or at such location required by the Client, hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

1.8. Contract Performance Guarantee

In the event of an award, the selected Bidder, within fifteen (15) days of issue of Letter of Award from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to five percent (5%) of the total consultancy fee.

The CPG should be as per PFCCL's proforma and should be kept valid up to six (6) months from the Letter of Award (LoA) which would be extended till completion of the assignment, whichever is later.

The Contract Performance Guarantee will be returned/released on successful completion of the Assignment. In case of termination of the Contract or default by the Consultant in carrying out the subject Assignment, the Contract Performance Guarantee will be forfeited by PFCCL.

1.9. Authorized 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 Client by **Chief General Manager** or his designated representative;

(b) on behalf of the Consultant by _____ Or his designated representative.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's Letter of Award to the Consultant.

2.2. Commencement of Services:

The Consultant shall begin carrying out the Services as per the scope of work laid down in the Letter of Award not later than the Effective Date, or on such later date as the Parties may agree in writing.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7 hereof, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

2.4. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

In case of any inconsistency, deficiency or deviation between the terms & conditions contained in the bid invitation letter and the terms & conditions under the GeM portal, the terms & conditions of the bid invitation letter to the extent of such inconsistency shall prevail.

2.5. Force Majeure:

2.5.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance or its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, 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) Force Majeure shall not include:

- (1) Any event which is caused by the negligence or intentional action of a Party or agents or employees, nor
- (2) Any event which a diligent Party could reasonably have been expected to both
 - I. take into account at the time of the conclusion of this Contract, and
 - II. 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.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, 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.

2.5.3 Measures to be taken

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

2.5.4 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 or because of delays in providing data/input/ decisions by the Client to the Consultant.

2.5.5 Audit

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.

2.6. Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder, if the Consultant fails to perform any of their 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.

2.7. Termination

2.7.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultant (except in the event listed in paragraph (h) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause 2.7.1, terminate this Contract:

- (a) if the Client comes to the knowledge that Consultant has misrepresented or had concealed the facts in the bid getting the award.
- (b) if the Client comes to the knowledge that Consultant has will-fully misstated the facts in the bid, the Client has right to debar the Consultant for future assignments with PFCCL for a period of maximum three years.
- (c) if the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (d) if the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (e) if the Consultant fail to comply with any final decision reached as a result of proceedings pursuant to Clause 8 hereof;

- (f) if the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know or discover during the course of Consultant to be false;
- (g) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (h) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.7 hereof, or upon expiration of this Contract pursuant to Clause 2.3 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 3.2 hereof,
- (c) any right which a Party may have under the Applicable Law.

2.7.3 Cessation of Services

Upon termination of this Contract by notice to pursuant to Clauses 2.7 hereof, the Consultant shall, immediately upon the 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.

2.7.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7 hereof except due to false submission/misrepresentation of facts, the Client shall make the following payments to the Consultant:

Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination at the sole discretion of the Client.

2.7.5 Drop Dead Fee

If due to any reason, 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, plus the expenditure

incurred (on tour, travels etc.), if any, relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted consulting standards recognized by professional bodies, and shall observe sound management methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and at all times support and safeguard the Client's legitimate interests in any dealings with any Party.

3.1.2 Law Governing Services

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that all Personnel of the Consultant comply with the Applicable Law.

3.2 Conflict of Interest

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

3.3 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.

3.4 Confidentiality

The Consultant, and their Personnel shall not, either during the term or within two (2) years after the expiration of this Contract along with extensions, if any, disclose any information relating to the Assignment, the Services performed under this Contract, this Contract or the Client's business or operations to any third party interacted with during the period of providing services without the prior written consent of the Client.

3.5 Prohibition of Conflicting Activities

The Consultant shall not engage Sub-consultant, 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.

3.6 Insurance to be Taken Out by the Consultant

The Consultant shall take out and maintain at their own cost insurance coverage against the risks of their personnel and properties relating to this Consultant.

3.7 Liability of the Consultant

The Consultant shall be liable to the Client for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the Client as a result of a default of the Consultant 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's Personnel; and
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

3.8 Indemnification of the Client by the Consultant

The Consultant shall keep the Client, 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, fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract by the Consultant, or the Consultant Personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.9 Reporting Obligations

The Consultant shall submit to the Client the reports and documents as per the Letter of Award, in the form, in the numbers and within the time periods desired by the Client, including any supporting data required by the Client.

3.10 Documents Prepared by the Consultant to Be the Property of the Client

All reports and other documents prepared by the Consultant in performance of the Services

shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.

4 CONSULTANT PERSONNEL

4.1 The Consultant shall employ/engage and provide such Personnel as are indicated in the Offer of the Consultant as accepted by Client including Price Offer against the terms of the letter of invitation of bids to carry out the Services.

Please note that the team deployed would be on the basis of the scope of work and not limited to the team mentioned in the proposal.

4.2 Removals and/or Replacement of Personnel

4.2.1 Except as the Client 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, and relevant experience for the particular position.

4.2.2 If the Client:

- 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 Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

4.2.3 The new personnel provided as a replacement shall be governed by the same terms and conditions of employment as the replaced personnel.

4.2.4 The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

4.3 Any other personnel of Consultant (including trainees etc.) may be allowed to work/ tour with the team with the prior approval of the Client but no claims for their effort/ tours would be admissible.

4.4 The augmentation of the team strength/change in members would have to be made within

7 calendar days of an instruction to this effect from the Client. The inclusion of additional members/ any change in existing members would have to be approved by the Client.

5 OBLIGATIONS OF THE CLIENT

5.1 Payment

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause 6 of this Contract.

6 PAYMENTS TO THE CONSULTANT

6.1 Payment Terms

- a) The Consultant shall have to deploy the team as per requirement of the Client. All such requisition shall be made by CEO of the Client or any other official by CEO of the Client. The man hourly basis fees is firm till completion of the engagement period.
- b) The Consultant shall submit the bills in duplicate to the Client addressed to an executive authorized by CEO of the Client, indicating the Services provided as per terms of payment of Letter of Award.
- c) All payments would be claimed by the Consultant from the Client after being due, and would be accepted for payment by CEO of the Client or any other official authorized by CEO of the Client, as per the terms and conditions and based on satisfactory progress and quality of the work in his sole discretion.
- d) In case of tours and travels made beyond Delhi NCR, Punjab and Chandigarh and undertaken with prior consent / requirement of PFCCCL, the Firm would be reimbursed, to & fro journey fare, accommodation expenses, dearness allowance and local conveyance at the destination as below on production of documentary evidences / proof(s), in original, of the expenditure incurred. PFCCCL would be the sole authority to decide on the number of the member(s) to undertake the tours. PFCCCL reserves the right to make tour and travel arrangements on its own.

No claim for journey fare/accommodation expenses/local conveyance for travel in Delhi NCR, Punjab and Chandigarh; will be admissible.

No claim for journey fare/accommodation expenses/local conveyance for travel from the Consultant office to PFCCCL headquarter at New Delhi will be admissible, in case the Consultant is based outside Delhi NCR.

The TA/DA for any outstation journey if required for the above said arrangement shall

be dealt and regulated as per the PFCCL rules. In this regard, team member shall be entitled for the reimbursement/ payment as applicable for the level of Manager and the Project Lead shall be entitled for the reimbursement/ payment as applicable for the level of General Manager of the PFCCL.

- e) The lump-sum basis fee would be inclusive of all taxes and duties etc as may be applicable. No escalation for any reason whatsoever shall be allowed over and above the lump-sum basis fee. However, GST, if any, and educational-cess or any such tax/levy as related to as a percentage of the GST 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 Client as per the applicable law and regulation and TDS certificate shall be issued to the Consultant by Client.

7 FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 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 shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

8 SETTLEMENT OF DISPUTES

8.1 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.

8.2 Settlement through a Committee

Any dispute between the Parties/matters arising pursuant to this Contract which cannot be settled amicably will be decided by the Committee constituted by CEO of the Client.

9 JURISDICTION AND APPLICABLE LAW

This Contract including all matter connected with this Contract, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts/Tribunals at Delhi.

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 PFC Consulting Limited

By **Chief General Manager**
Authorized Representative

FOR AND ON BEHALF OF _____
By _____

Authorized Representative

FORMAT OF EARNEST MONEY DEPOSIT

B.G. No.

Dated:

1. In consideration of PFC Consulting Limited, having its office at 9th Floor, The Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110001 (hereinafter referred to as the “Authorised Representative”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ (a company registered under the Companies Act, 1956/2013) and having its registered office at _____ ((hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the “Appointment of Consultant For Preparation Of Detailed Feasibility Report (DFR) For Setting Up of Super/Ultra Critical Thermal Power Station in Punjab” (hereinafter referred to as the “e-RfP document”) pursuant to the e-RfP document dated _____ issued in respect of the “Appointment of Consultant For Preparation Of Detailed Feasibility Report (DFR) For Setting Up of Super/Ultra Critical Thermal Power Station in Punjab” (hereinafter collectively referred to as “e-RfP document”), we _____ (Name of the Bank) having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 8 read with amendments issued for e-RfP document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the e-RfP document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authorised Representative an amount of INR One Lakh (INR 1,00,000/-) only (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said e-RfP document.
2. Any such written demand made by the Authorised Representative stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the e-RfP document shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authorised Representative is disputed by the Bidder or not, merely on the first demand from the Authorised Representative stating that the amount claimed is due to the Authorised Representative by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the e-RfP document including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said e-RfP document for any reason

whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR One Lakh (INR 1,00,000/-) only.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authorised Representative and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authorised Representative shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the e-RfP document including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said e-RfP document, and the decision of the Authorised Representative that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authorised Representative and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authorised Representative shall be entitled to treat the Bank as the principal debtor. The Authorised Representative shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said e-RfP document or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said e-RfP document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said e-RfP document or the securities available to the Authorised Representative, and the Bank shall not be released from its liability under these presents by any exercise by the Authorised Representative of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authorised Representative or any indulgence by the Authorised Representative to the said Bidder or by any change in the constitution of the Authorised Representative or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authorised Representative to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authorised Representative may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authorised Representative in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR One Lakh (INR 1,00,000/-) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authorised Representative serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days from the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its .. and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)