

# **PFC CONSULTING LIMITED**

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

## **Electronic Request for Proposal (e-RfP)**

**For**

**Appointment of Consultant**

**For**

**Preparation of Feasibility Report and Techno-Commercial  
Analysis for Domestic Manufacturing, Safe Laying and  
Maintenance of Subsea cables**



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

**9<sup>th</sup> Floor, The Statesman House, Barakhamba Road, Connaught Place,**

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**January 14, 2025**

**Electronic-Request for Proposal (e-RfP) Notice No.: GEM/2025/B/5815669      Date: 14.01.2025**

**PFC Consulting Ltd. invites e-RfP for “Appointment of Consultant for Preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of Subsea cables”.**

a)	Start Bid Date & Time	<b>14.01.2025 09:00 hrs (IST)</b>
b)	Close Bid Date & Time	<b>04.02.2025 11:00 hrs (IST)</b>
c)	Technical Bid Opening	<b>04.02.2025 11:30 hrs (IST)</b>
d)	Financial Bid Opening	<b>To be notified to Qualified Bidders</b>

**Note:**

1. e-RfP notice and e-RfP document are available on PFC Consulting Ltd. website and can be downloaded from <https://www.pfcclindia.com>. For bid submission, the firm will have to necessarily download an official online copy of the Bid Document from e-Procurement Portal [Government e-Marketplace (GeM) Portal]. All future information viz. corrigendum/ addendum/ amendments etc., for this e-RfP, shall be posted on the PFC Consulting Ltd. website, on Central Public Procurement Portal (CPPP) and the e-Procurement Portal only. Printed copy of Bid Document will not be sold from PFC Consulting Ltd. office.
2. The Bidder shall bear all costs associated with the preparation, submission/ participation in the bid. PFCCCL 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 Government e-Marketplace (GeM) Portal, as it may take a few days in order to avoid any delay in bid submission (upload stage). Bidders are also advised to visit GeM Portal Guidelines.
4. In case of any query related to Bid Document, Bidders may send their queries in pdf and word format on email id – subseacable\_pfccl@pfcindia.com or may contact on phone no 011-23443910 / 23443906.

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**Contents of Bid Documents:**

The Bid Document contains the following documents.

- A. Section-1: Bid Invitation Letter.**
- B. Section-2: Bid Forms and Proforma**
- C. Section-3: Annexures.**
- D. Section-4: Contract Agreement.**

***SECTION -1***

***BID INVITATION LETTER***

## BID INVITATION LETTER

Ref: GEM/2025/B/5815669

Date 14.01.2025

To

.....

**Sub: Electronic Bids are invited for appointment of Consultant for Preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of subsea cables.**

Dear Sir,

PFC Consulting Limited (PFCCL) was incorporated under the Companies Act, 1956, as a wholly owned subsidiary of Power Finance Corporation Limited (PFC) on 25<sup>th</sup> March, 2008 and as on date PFC Limited holds 100% of the paid- up equity capital of PFCCL.

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 & Annual Revenue Requirement (ARRs), Resource Mobilization related assignments, selection of Engineering, Procurement, & Construction (EPC) Contractor, Project & financial advisory for new power plant, Reforms and Restructuring of Power Sector, assistance to Regulatory bodies, power trading advisory, project appraisal, Power Purchase Agreement (PPA), strategy, Policy, Energy Audit, Contract related advisory, Development of Coal Block, Bid Process Coordinator, Smart Grid, Lender's Independent Engineer (LIE), Lender's Insurance Advisory (LIA), Smart Metering etc.

Ministry of Power (MoP), Government of India intends to take a lead in the development of off-shore wind power generation (off the coasts prominently in Tamil Nadu and Gujarat). As per the trajectory laid down by Ministry of New and Renewable Energy (MNRE) an auction of 37 GW off-shore wind power generation capacity is planned by 2030. To integrate this off-shore wind energy into the grid, array cables of approximately 7400 km, export cables of approximately 9250 km would be required. Further, the following sub-sea interconnections are also envisaged;

- i) India-Sri Lanka (1000 MW) - 120 km
- ii) Odisha (Paradeep) – Andaman (500 MW) – 1150 km
- iii) India – Singapore (2000 MW) – 3000 km
- iv) India – Saudi Arabia (2000 MW) – 2000 km
- v) India – UAE (2000 MW) – 1500 km
- vi) India – Maldives (400 MW) – 750 km

To support the above requirement of subsea cable system, Ministry of Power (MoP), Government of India, suggested that there is a need to hire a Consultant for guiding domestic manufacturing, safe laying and maintenance of subsea cable and advised Central Electricity Authority (CEA) to provide Terms of Reference (ToR) for engagement of the Consultant.

For fulfilling the above-mentioned requirements, PFCCL intends to engage Consultant for Preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of Subsea cables.

Electronic Bids are invited in single stage two part (Technical bid and Financial bid) from the firms/organizations for providing consultancy services to PFCCL for preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of Subsea cables.

#### **A. TERMS OF REFERENCE (ToR) / SCOPE OF WORK**

The broad scope of work includes, but shall not be limited to the following:

- i) Assessment of year-wise demand of subsea cable (in short, medium and long term) in respect of India and also in different geographies or regions based on the mapping of available potential of off-shore Wind Power (37 GW by MNRE), mapping of sea bed depth vis-à-vis distance from the coast, topography of the sea bed, route for the subsea cable (assessment of quantum of array, export cables and sub-sea interconnection).
- ii) Based on the above assessment, a business model to be developed for the country (considering the existing and ongoing subsea cable projects worldwide). Also, to collate following data:
  - a. Capital expenditure and details of machines required (capex study).
  - b. Country wise different policies models followed for kick starting the manufacturing of subsea cable.
  - c. Comparative analysis of the Internal Rate of Return (IRRs) in the Indian context vis-à-vis Govt. policies.
- iii) To prepare techno-commercial analysis of different options viz single core v/s three core, different electrical design viz voltage and current ratings of subsea cable system, broad technical assessment of overall functional design limit (along with primary cable design material like conductor, insulation, screen, sheath, water blocking layer etc.) currently achieved in design for both types of cable - AC and DC. (Data as per the Annexure-A enclosed).
- iv) Assessment of global and local manufacturers and their manufacturing capacity for subsea cable system, their geographical locations including list of subsea cable projects handled by each manufacturer in the world during the last decade.
- v) Assessment of availability (quantum as well as source) of raw material - domestic as well as internationally for manufacturing of subsea cable, identification of technologies, equipment, machineries required for the manufacturing and laying of the subsea cables, jointing and termination, new materials including software, options for technology transfer, manufacturing and testing capacity.
- vi) To prepare list of probable challenges in manufacturing, laying, Operation & Maintenance (O&M) of the subsea cables, probable solutions for overcoming these challenges. (Relevant literature to be referred).
- vii) To prepare the prefeasibility report on the ecosystem for manufacturing, laying, testing, O&M including assessment of the environmental/ ecological aspects and other scientific studies, corrosion related issues, requirement of communication system, etc. along with item wise break up of costs for the identified projects (Case studies may be included).
- viii) To identify the suitable locations, requirement of land and sea space for manufacturing facility, availability of existing port facilities, availability of vessels (ships) for transportation and laying the cables, loading capacity and number of vessels required,

availability of technical experts and skilled manpower in cable manufacturing and its laying and time required for establishing the factories at suitable locations in the country.

- ix) To identify various clearances / approvals required for setting up manufacturing facilities, for carrying out the survey and laying of subsea cables and also O&M including but not limited to the field of defense, marine, oil exploration etc., international marine laws or any other international laws having impact on subsea cable laying and its maintenance. Also, the details of Agencies (International/ National) from which such clearances / approvals shall be obtained.
- x) Detail assessment of working seasons, hours of carrying out the activities in the sea, stay period required in the sea and related aspects.
- xi) To identify the agencies for the purpose of Detailed Project Reports (DPRs) preparation for various inter-connections including offshore wind integration, time required for manufacturing, testing of subsea cables, tools and tackles etc.
- xii) To identify measures required for the protection of subsea cables against various aspects such as electrical, mechanical, biological and various radiations, etc.
- xiii) To identify measures to be taken to avoid the impact of Ocean phenomena like Tsunamis, Cyclones etc. and protection against movement of ships, submarines, anchoring etc.
- xiv) To identify the ways and means of restoration of power cables and associated infrastructure, in case of major breakdown, disasters etc., to identify practice of laying spare circuits for redundancy for continuity of power in the event of fault in one circuit, to examine the feasibility of laying of communication cable also for commercial use, along with subsea power cable.
- xv) To identify international experiences related to adoption of best practices and safe practices, International Standards and other related items pertaining to manufacturing, laying, operation and maintenance of subsea cables for ensuring trouble free and stable operation.
- xvi) Assessment of requirement of technical experts and skilled manpower, capacity building and formulation of capacity building plans for the manufacturing, laying and Operation & Maintenance (O&M) including fault locators for the subsea cables.
- xvii) Mitigation measures for associated electrostatic and electromagnetic phenomena, physical interference, electromagnetic interference, interference with communication cables, and interference with any other cables, pipelines etc., and environmental impact assessment (EIA) on the marine life (based on the assessment of the existing projects.)
- xviii) Roadmap for setting up of local manufacturing capacity in the country.
- xix) Consultant shall arrange a foreign study visit for officials of MoP, CEA, PFCCL and RECPDCL to off shore projects.
- xx) Consultant shall make presentation on deliverables to Ministry of Power (GoI), Central Electricity Authority or any other stakeholder, as and when required. The Consultant shall also be available for the discussions/ meetings/ presentation/ clarifications etc. as and when required.
- xxi) In general, for all the above ToRs:
  - a) Consultant to assess the demand not only based on secondary research but also collating primary research data by conducting meetings/ seminars with



organizations/ institutions like MNRE, Central Electricity Authority (CEA), Central Transmission Utility of India Ltd. (CTUIL), National Institute of Ocean Technology (NIOT), National Institute of Oceanography and other relevant stakeholders. CEA/ PFCCL/ REC would facilitate collating of such data/ information from concerned Departments/ Institutes/ organisations.

- b) Consultant to share the hard coded transcripts of the interactions held with various stakeholders for each data sheet. (as per format enclosed at **Annexure-A**)
- c) Inputs as provided by the Consultant will be treated as confidential on aggregate basis.

## B. DELIVERABLES

The Consultant is required to submit the following deliverables within the time schedule (Tentative) indicated against each deliverable:

S. No.	Deliverables	Tentative Timelines (Days) from Zero Date (Issuance of LoA)
1.	Inception Report detailing the Consultant's approach, methodology and comprehensive work plan for undertaking the assignment and initial findings and observations.  Further, the inception report shall also include Intermediate milestones and time lines for completion of the entire scope of work and entire project.	15
2.	Progress Report containing works undertaken during the period and identifying the issues/challenges and its remedial measures. Draft report for the portion of scope of work completed, to be submitted along with the progress report for comments.	Every Fortnight
3.	Draft feasibility and techno-commercial analysis Report as per ToR and presentation to MoP, CEA and other stakeholders as decided by owner/ CEA.	90
4.	Final feasibility and techno-commercial analysis Report as per ToR and presentation to MoP, CEA and other stakeholders as decided by owner/ CEA.	120

All the deliverables submitted by the Consultant shall be forwarded to the CEA for their comments/approval.

There may be any other deliverables, which are not specifically mentioned above but may be required for completing the task. The Consultant shall have to include such deliverables, as a part of the final report for the successful completion of the task.

## C. PERIOD OF ENGAGEMENT

The total duration of the assignment would be Four (04) months from the date of issuance of Letter of Award (LoA) or till completion of the assignment. Completion of assignment means

completion of the entire scope of work/ToR and acceptance of all deliverables.

#### D. TERMS OF PAYMENT

Payments would be made as per the following Stages:

S. No	Activity	Payments (% of Lump Sum Price)
1.	Submission of Inception Report.	10
2.	Submission and acceptance of Draft feasibility and techno-commercial analysis report with owner's comments to be incorporated in the final feasibility and techno-commercial analysis report.	30
3.	Submission and acceptance of Final feasibility and techno-commercial analysis report after incorporating comments	30
4.	Completion of assignment	30
<b>Total</b>		<b>100</b>

The Consultant shall submit the bills in duplicate to PFCCL addressed to General Manager (GM), PFCCL, indicating the stage achieved, out of the ones indicated above.

#### E. DETAILS OF APPLICANT / BIDDER

Each Applicant / Bidder has to provide details as given in **Annexure-B**

#### F. QUALIFICATION REQUIREMENTS

##### I. Eligibility Criteria

Bids of only those Bidders who satisfy the minimum qualification will be considered for further evaluation using Quality and Cost Based Selection (QCBS) methodology. The bid shall be submitted by an individual firm or Joint Ventures (JV)/Consortium with one of the member of JV/Consortium acting as a Lead Member of the JV/Consortium. In the case of JV/Consortium, the number of member of the JV shall not exceed two (02) and all the members shall be jointly and severally liable for the execution of the entire assignment in accordance with the terms & conditions mentioned in this Bid Document.

Bidder shall be eligible as per provisions of Department of Expenditure, Ministry of Finance Order (Public Procurement No 4) bearing No. F.7/10/2021-PPD (1) dated 23.02.2023 and as amended from time to time.

JV /Consortium must comply the following requirements:

- i) Lead Member of the Bidding Consortium or "Lead Member" shall mean a firm/member who commits at least twenty six percent (26%) equity stake in the JV/Consortium, meets the technical experience as per Clause F (II) and so designated by other member in Bidding Consortium;
- ii) In case of JV, the bidding JV (also referred to as the Bidder) shall submit a Joint Deed of Undertaking in Technical Part of its bid. No change in the structure / constitution of the JV shall be permitted at any stage during bidding or execution of the assignment in the

event of award.

- iii) The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) of the individual member of the JV / Consortium will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in Bid Document.
- iv) The pre-qualification of a JV/Consortium does not necessarily pre-qualify any of its member individually or as a member in any other JV/Consortium or association. In case of dissolution of a JV/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between JV/Consortium member in the form of JV/ Consortium Agreement to legally bind all member jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV/Consortium. Such JV / Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the member shall be nominated as 'In-charge' of the contract and shall be designated as Lead Member. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.
- vii) The JV / Consortium Agreement must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the JV/Consortium and the entire execution of the contract shall be done with active participation of the Lead Member.
- viii) The Contract Agreement should be signed by each JV/Consortium Member. Subsequent declarations/letters/documents shall be signed by Lead Member authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.
- ix) An entity can be a member only in one JV/Consortium. Bid submitted by JV/Consortiums including the same entity as member will be rejected.
- x) The JV / Consortium agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xi) The earnest money must be submitted by the JV/Consortium or one or more members of the JV/Consortium.
- xii) The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period, bid will be rejected.
- xiii) If JV / Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of Bid Document, all the member of the JV/Consortium shall be debarred from participating in future bids for a minimum period of twelve (12) months.

- xiv) JV / Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
- xv) JV / Consortium shall open a bank account in the name of JV / Consortium and all payments due to the JV / Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like Permanent Account Number (PAN)/ Goods & Service Tax Identification Number (GSTIN) etc. in the name of the JV / Consortium shall be submitted by JV / Consortium before making any payment.

**Note:**

Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

**II. Technical Experience/Requirement**

Bidder must meet the following minimum criteria as on the date of bid submission.

The Bidder must have experience of providing consultancy services for at least one assignment broadly including preparation of feasibility report/techno-commercial report/DPR/Study Report for manufacturing, laying and maintenance of sub-sea power cables across the globe preferably during last Seven (07) Years.

**Note:** Bidder can meet the technical experience referred to in Clause F (II) through its parent/affiliate company.

Each Bidder shall furnish documentary evidence duly certified by an authorized signatory of the Bidder who has been issued Power of Attorney in support of its technical capability.

**III. Financial Requirement**

- i) The Bidder shall have Minimum Average Annual Turnover of INR Five (05) Crores during the last Five Financial Years. For the avoidance of any doubt, Minimum Average Annual Turnover refers to the fee received by the Bidder for providing advisory or consultancy services to its clients.
- ii) The Bidder should have positive Net-Worth for at least Three Financial Years out of last Five Financial Years.

**Note:** Bidder can meet the financial requirement referred to in Clause F (III) through its parent/affiliate company.

**G. EARNEST MONEY DEPOSIT (EMD)**

The Bidder shall submit the Earnest Money Deposit (EMD) of INR **Twenty Lakhs (INR 20,00,000/-) only** or **US\$ Twenty-Four Thousand (US\$ 24,000/-) only**, to be paid via electronic transfer 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 non-responsive.

## **H. VALIDITY OF BID**

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

## **I. SUBMISSION AND EVALUATION OF BID**

### **a) Submission of Bid**

The bid shall consist of two parts "Technical Bid" and "Financial Bid" and shall be duly submitted online using the e-Procurement Portal i.e. Government electronic Marketplace (GeM) on or before the due date and time.

Notes:

- i) The Technical Bid shall contain the following forms duly filled and signed by authorized signatory.
  - a) Form-1: Covering Letter
  - b) Form-2: Experience of Organisation
  - c) Form-3: Authorization Letter
  - d) Form -4: Undertaking
  - e) Form-5: Approach, Methodology and Comprehensive Work Plan
  - f) Form-6: Composition of team to be deployed and their qualifications and experience
  - g) Form-7: Schedule of Price Bid
  - h) Form-8: Format of Consortium Agreement to be entered amongst all members of a Bidding Consortium
- ii) The curriculum vitae of each team member proposed to be deployed for the assignment as per format provided at Form-6
- iii) Bidders shall submit the Earnest Money Deposit (EMD) as per Clause G.
- iv) The Bidder shall agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No deviation/ part scope of work/ conditional proposal will be considered.
- v) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of Work Order/ Letter of Award and Project Completion Certificate/ proof of final payment/ any other relevant documents) to be provided in support of past experience.
- vi) Documentary proof in support of turnover and net worth shall be submitted by the Bidder in the form of certificate, certified by Chartered Accountant/Statutory Auditor along with copy of audited annual accounts for the relevant years.
- vii) The "Financial Bid" shall contain the detailed price offer for the consultancy services as

per format provided at Form-7 of Section-2 Bid Document.

**b) Opening of Technical Bid**

The Technical Bid will be opened online on **04.02.2025 at 11:30 hours (IST)** in the presence of the authorized representatives of the Bidders, who wish to be present.

**c) Responsive Check**

The Technical Bid would be opened online and seen and checked for responsiveness as given below:

- i) The Bidder shall have Minimum Average Annual Turnover of INR Five (05) Crores for last Five Financial Years. Further, Bidder shall have positive Net-Worth for at least Three Financial Years out of last Five Financial Years. Documentary proof in support of turnover and net worth shall be submitted by the Bidder in the form of certificate certified by Chartered Accountant/Statutory Auditor along with copy of audited annual accounts for the relevant years for meeting minimum turnover criteria.
- ii) The Technical Bid shall contain Form-1, Form-2, Form-3, Form-4, Form-5, Form-6, Form-7 and Form-8 duly filled and signed by authorized signatory and authority letter as per Form-3.
- iii) The Consultant should submit the Earnest Money Deposit (EMD) as mentioned in **Clause G** of the Bid Document.
- iv) The Bidder shall agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No deviation/ part scope of work/ conditional Bid will be considered.
- v) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of Work Order/ Letter of Award and Project Completion Certificate/ proof of final payment/ any other relevant documents) to be provided in support of past experience.
- vi) PFCCL may call for any clarifications/information, if required. In case bid of any Bidder is not meeting any or all of the above criteria, the technical evaluation of the Consultant shall not be carried out and the bid shall be marked as non-responsive.
- vii) The Bidder should be duly incorporated under the relevant laws and should possess ISO 9001 certificate.
- viii) The Bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as above.

**d) Technical Evaluation**

Only those Bidders who meet the minimum qualification criteria specified above shall qualify. Technical Score shall be calculated as per the table given below. Minimum Technical Score shall be Seventy (70) for qualifying in further evaluation process. The Bid of the Bidder(s), whose Technical Score is less than Seventy (70) shall not be considered for further evaluation.

Sl. No.	Criteria	Scoring Criteria		Maximum Marks	Document required
1	<b>Average Annual Turnover</b>			30	
	The Consultant shall have Minimum Average Annual Turnover of INR Five (05) Crores for last Five Financial Years. [please refer Clause F (III) ]	More than Rs. 5 Cr. and up to 10 Cr.	20 marks	30	Please refer Note (a)
		More than Rs. 10 Cr.	30 marks		
2	<b>Relevant Experience of Consultancy Firm (during last Seven (07) Years as on the originally scheduled date of bid opening)</b>			70	
	Experience in providing consultancy services for preparation of feasibility report/techno-commercial report/DPR/Study Report for manufacturing, laying and maintenance of sub-sea power cables across the globe during last Seven (07) Years	<b>One (01)</b> assignment	50 marks	70	Please refer Note (b)
		<b>Two (02)</b> assignments	60 marks		
		<b>More than Two (02)</b> assignments	70 marks		
		<b>Total (Marks)</b>		<b>100</b>	

**Notes:**

- a) The Bidder shall enclose with its bid, certificate/documentary evidence from its Statutory Auditors/ Chartered Accountant stating its Annual Turnover for providing advisory or consultancy services to its clients during each of the last Five (05) Financial Years.
- b) The Bidder shall submit documents in support of meeting the technical experience in the form of LOA/ Work Order & completion certificate/ payment certificate or any other document evidencing the same for providing consultancy services for preparation of feasibility report/techno-commercial report/DPR/Study Report for manufacturing, laying and maintenance of sub-sea power cables across the globe during last Seven (07) Years.
- c) PFCCCL reserves the right to seek clarifications during the evaluation process of the Technical Bid.

**e) Opening of Financial Bid**

The “Financial Bid” (Price quoted by the Bidder for the assignment) shall be opened online only for the technically qualified Bidders. The date and time of opening of the “Financial Bid” of the technically qualified Bidders will be intimated along with qualifications of the technically qualified bidders. The Financial Bid will be opened online in the presence of the authorized representatives of the Bidders, who wish to be present.

- i) The Financial Bid for the assignment shall be quoted on a lump sum basis, in Indian Rupees, without condition(s) or alternate price bid as mentioned in Form-7 inclusive of all taxes and duties etc. as may be applicable.

- ii) No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST, if any, shall be paid over and above the bid price.
- iii) Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the selected Bidder by PFCCL.

**f) Selection of Bidder (By Quality and Cost Based System (QCBS) method of Evaluation)**

For selection of Bidder, QCBS method will be used with Technical Weightage of 70% (TW) to Weighted Technical Score and Financial Weightage of 30% (FW) to Weighted Financial Score as illustrated below:

- i) Total Score for each Bidder will be calculated as per following formula:

**Total Score:** [TW x Weighted Technical Score (WTS) + FW x Weighted Financial Score (WFS)]

- ii) The assignment will be awarded to the technically qualified Bidder who has scored the highest Total Score, without condition(s) or alternate Financial Bid. The Financial Bid with condition(s) or alternate price bid will be summarily rejected.
- iii) In case of tie of two or more Bidders, preference will be given to the Bidders whose Technical Score is higher.

**QCBS ILLUSTRATION**

Selection criteria under QCBS methodology (in line with Clause I (f) of Bid Document):

- i) Technical Evaluation of the Bid (in line with Clause I (d) of Bid Document):

**A. Technical Evaluation of Bids**

Bidders Detail	Obtained Technical Marks
Bidder 1	90
Bidder 2	80
Bidder 3	50
Bidder 4	70

Since the minimum Technical Mark requirement for further evaluation is 70 out of 100, Bidder 3 is rejected.

- ii) Financial Evaluation of the Bid (Based on the price quoted by the Bidders):

**B. Financial Evaluation of Bids**

Bidders Detail	Financial Bid (In INR)
Bidder 1	1,30,000



Bidder 2	1,20,000
Bidder 4	1,00,000

**C. Weighted Technical Score (WTS):**

Bidders Detail	Weighted Technical Score (WTS) = (Obtained Technical Marks/Maximum Technical Marks) x 100
Bidder 1	$(90/90) \times 100 =$ <b>100.000</b>
Bidder 2	$(80/90) \times 100 =$ <b>88.88</b>
Bidder 4	$(70/90) \times 100 =$ <b>77.78</b>

**D. Weighted Financial Score (WFS):**

Bidders Detail	Weighted Financial Score (WFS) = (Lowest Bid Price i.e. lowest of Bid Price of all the Bidders/ Bidder Price i.e. quoted Bid Price of Bidder) x 100
Bidder 1	$(1,00,000/1,30,000) \times 100 =$ <b>76.923</b>
Bidder 2	$(1,00,000/1,20,000) \times 100 =$ <b>83.333</b>
Bidder 4	$(1,00,000/1,00,000) \times 100 =$ <b>100.000</b>

**E. Final (Combined) Evaluation**  
[in line with Clause I (f) of e-RfP document]

Bidders Detail	Combined Score = WTS x TW + WFS x FW	Rank
Bidder 1	$(100.000 \times 0.70 + 76.923 \times 0.30) =$ <b>93.07</b>	H1
Bidder 2	$(88.88 \times 0.70 + 83.333 \times 0.30)$ <b>=</b> <b>87.16</b>	H2
Bidder 4	$(77.78 \times 0.70 + 100 \times 0.30)$ <b>=84.44</b>	H3

**Note:** TW and FW are weightage assigned to Technical Bids and Financial Bids, which shall be 0.70 and 0.30 respectively.

**Result: Bidder 1 with H1 Rank is successful Bidder.**

## **J. BASIS OF OFFER**

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

## **K. PRE-BID MEETING**

Pre-bid meeting will be held on 28.01.2025 at 11:00 hrs (IST) through video conference, the link for the same will be provided separately. Bidders are requested to kindly check the PFCCL's website, Government e Marketplace (GeM) portal and Central Public Procurement (CPP) portal regarding the same.

## **L. CONTRACT PERFORMANCE GUARANTEE (CPG)**

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.

## **M. CONTRACT AGREEMENT**

- i) In the event of award, the selected Bidder ("Consultant") will be required to enter into a Contract Agreement with the PFCCL within fifteen (15) days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL.
- ii) The Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the Consultant from Delhi State (India).
- iii) The Contract Agreement will be signed in two originals and the consultant shall be provided with one signed original Contract Agreement.

- iv) The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.
- v) Till the time the "Contract Agreement" is prepared and executed, the Letter of Award shall be read in conjunction with the Bid Document and will constitute a binding contract.

**N. TRAVEL EXPENSES**

All travel and boarding / lodging related expenses incurred by the Consultant's personnel for journeys to Delhi or anywhere in connection with the consultancy services under Scope of this e-RfP will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.

**O. PRE-AWARD INTEGRITY PACT**

Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in Annexure C, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Authorized Signatory, duly witnessed by two persons, and shall be submitted by the Bidder in two (2) originals in a separate envelope, duly superscripted with Pre-Award Integrity Pact. The Bidder shall submit the Pre-Award Integrity Pact on non-judicial stamp paper of Rs. 100/- each duly purchased from the National Capital Territory of Delhi. In case the Bidder is in a Consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of the Consortium separately.

**P. OTHER TERMS & CONDITIONS**

- i) The Controlling Authority during the period for the engagement shall be General Manager (GM), PFCCL.
- ii) The Financial Bid by the Bidders shall be in Indian Rupees as per format enclosed at Form-7 with no escalation provision for any reason whatsoever till the completion of the assignment.
- iii) The Consultant shall make available appropriate personnel as may be required for successful execution of the assignment and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.
- iv) All claims shall be raised by the Consultant as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.
- v) In case there is a delay by the Consultant in accomplishing the deliverables which in the opinion of PFCCL is attributable to the Consultant, PFCCL reserves the right to get such specific work(s) done through any other Agency (ies) at the risk and cost of the Consultant for timely completion of the deliverables.
- vi) In case the performance of the proposed team member(s) is not satisfactory, the Consultant will be asked to change/ replace the team member(s) within seven (07) days of receipt of

such request from PFCCL with member(s) acceptable to PFCCL.

- vii) PFCCL can cancel the contract at any stage of the work, in case it is found that the performance/knowledge of team/team member(s) is not satisfactory or any information given at the time of submission of the bid is found to be incorrect in line with the provisions of Contract Agreement.
- viii) Given the nature of the work being entrusted, the Consultant would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the Consultant could be terminated.
- ix) If due to any reason or decision of the Govt. / Client, the assignment is dropped and the Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Consultant and the claims already raised, as per the payment terms relating to the assignment, till the point of calling off the assignment or as mutually agreed.
- x) Consultant would not be hired for any work whose interests are in conflict with their prior or current obligations to the other Organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL's consulting business in future. Without limitation on the generality of the foregoing, Consultant would not be hired, under the circumstances set forth below:
  - a. Consultant who has 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 Organizations by whatever process, would not be engaged. A declaration to this effect would be taken from the Consultant when being engaged, and if found incorrect, the Consultant would be debarred from any further engagement by PFCCL forever.
  - b. The Consultant shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fee and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Consultant, or the Consultant's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.
  - c. No offer should be sent by Fax or E-mail.
  - d. Offers received in the designated office after the due time and date mentioned above shall not be considered.
- xi) PFCCL reserve the right to accept or reject any or all Bids/ offers or annul the Bid Process

or modify/ change the content of the Bid Document without assigning any reason.

- xii) 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.
- xiii) Consultant shall maintain strict confidentiality about the affairs of PFCCL and shall not disclose any information about PFCCL to any outside person. 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.
- xiv) In case, PFCCL finds that the performance of any of the key personnel(s) is not satisfactory, the Consultant shall replace the team member within fifteen (15) days after serving the notice in writing to this effect. Otherwise, PFCCL may cancel the contract.
- xv) 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.

Encl.: As Above.

Yours sincerely,

**For and on behalf of PFC Consulting Ltd.**

***SECTION -2***

***BID FORMS AND  
PROFORMA***

## FORM – 1: COVERING LETTER

Date: .....

From: .....

Tel. No.: .....

E-mail address: .....

To,

General Manager

PFC Consulting Limited

9<sup>th</sup> Floor, Wing-A, Statesman House,

Connaught Place, New Delhi - 110001

**Sub: Appointment of Consultant for Preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of Subsea cables.**

1. We, the undersigned ..... [Insert name of the Lead Consortium Member/ Sole Bidder] are submitting details of applicant / Bidder as per Annexure-B. We have read, examined and understood in detail the Bid Document for Appointment of Consultant for the Preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of Subsea cables and hereby submit our Bid comprising of Technical and Financial Bid.
2. We undertake that we fulfill the Eligibility Criteria stipulated in the Bid Document and fulfill all the eligibility requirements as the Lead Consortium Member/ Sole Bidder as outlined in the Bid Document.
3. We have submitted our Financial Bid strictly as per terms and formats of the e-RfP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format
4. We are submitting our bid consisting of:
  - A. Technical Bid** in a sealed envelope consisting of:
    - i) Documentary proof in support of turnover and net worth in the form of certificate certified by Chartered Accountant/Statutory Auditor along with copy of audited annual accounts for the relevant years.
    - ii) Form-1, Form-2, Form-3, Form-4, Form -5, Form-6, Form-7 and Form-8 duly filled and signed by authorized signatory and authority letter as per Form-3. In case of JV/Consortium, Consortium Agreement shall be submitted as per the format given in Form-8.
    - iii) We agree to the entire scope of work and deliverables (given in the Bid Invitation Letter

at Clause A Terms of Reference / Scope of Work).

- iv) Details of past experience is provided in Technical Bid as per the format given in Form-2. Documentary evidence (e.g. Copy of Work Order/ Letter of Award and Project Completion Certificate/ proof of final payment/ any other relevant documents) is provided in support of past experience.
- v) Letter of Authority in favor of the authorized signatory submitting the Bid as per Form-3.
- vi) Details of Bidder's approach, methodology, comprehensive work plan for undertaking the assignment, details of qualification and experience of technical experts to be employed for taking up the assignment.

**B. Price Offer** shall be submitted online as per format given in Form-7 of Section 2 of Bid Document.

- 5. \_\_\_\_\_[Name and contact information of one of the team members] shall be the Team Leader for the assignment.
- 6. We declare that the quoted lump sum fee is firm and shall remain valid for the entire period of the consultancy assignment. We further declare that the above quoted fee includes all taxes (excluding GST) payable by us under this consultancy assignment.
- 7. We hereby confirm that if any Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
- 8. We confirm that the prices and other terms and conditions of this proposal are valid for a period of one hundred and twenty (120) days from the date of opening of the Financial Bid.
- 9. 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 Document. We confirm that Contract Performance Guarantee (CPG) for three percent (3%) of the total consultancy fee in the form of bank guarantee shall be provided by us as per the prescribed format in case of placement of award.
- 10. We hereby declare that only the company, persons or Consultants interested in this proposal as principal or principals are named herein and that no other company, person or Consultant other than the one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
- 11. 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 Bid Document.
- 12. We confirm and certify that all the information/ details provided in our bid are true and correct.
- 13. We give our unconditional acceptance to the Bid Documents issued by PFCCL, and as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.
- 14. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the



“Bid Document”. The proposal is unconditional. The bid shall remain valid for one hundred twenty days (120) from the opening of Financial Bid.

15. We also declare that by taking this assignment we do not have any conflict of interest with any of our prior or current obligations to other organizations/ clients and also do not have business or family relationship with member(s) of PFC or PFCCL’s employees or persons positioned in or on the Board of these two organizations by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL forever.
16. We certify that all the information provided in our bid, including the information regarding the team member is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award or termination of contract. We also understand that in such a case, we may be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification.
17. 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 Organization may be terminated.

Signature of Authorized Person Name:

Designation & Company seal

Date:

Place:

## FORM – 2: EXPERIENCE OF ORGANISATION

1. Brief Description of the Organization:

2. Outline of experience on assignments:

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

**Note:**

Please insert new row(s), if required.

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

Signature of Authorized  
Signatory  
Full Name:  
Address:

**Note:**

1. The Consultant shall have experience of at least one (1) consultancy assignments for assisting Organization/ Client for Preparation of Feasibility Report and Techno-Commercial Analysis for Manufacturing, Safe Laying and Maintenance of subsea power cables preferably during the last Seven (07) Financial Years including the current Financial Year till date of issue of the e-RfP. Documentary evidence (e.g. Copy of Work Order/ Letter of Award and Project Completion Certificate/ proof of final payment/ any other relevant documents) to be provided in support of past experience.
2. The Consultant shall be submitting the bid on its own and not in Consortium with any other Consultant.

3. The Consultant shall have Minimum Average Annual Turnover of INR Five (05) Crores in the last Five Financial Years. Further, Bidder shall have positive Net-Worth for at least three Financial Years out of last Five Financial Years. The Bidder shall submit documentary proof in support of the turnover and net worth in the form of certificate, certified by Chartered Accountant along with the copy of audited annual accounts for the relevant years.

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

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

Signature:

Full Name:

Address:

(Seal)

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

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

We hereby confirm and declare that we M/s \_\_\_\_\_, are not blacklisted/ De-registered/ Debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last Five (05) Years.

Signature

Name

(Authorized Signatory of Bidder)

(Company Seal)

Place:

Date:

**FORM – 5: APPROACH, METHODOLOGY AND COMPREHENSIVE WORK PLAN FOR  
UNDERTAKING THE ToR/ SCOPE OF WORK  
(On Company's Letter Head)**

**FORM – 6: COMPOSITION OF TEAM AND THE TEAM LEADER TO BE DEPLOYED AND THEIR  
QUALIFICATION AND EXPERIENCE**  
(On Company's Letter Head)

S. No.	Name of Person to be employed	Proposed Position	Qualification	Experience	Remarks
1					
2					
3					
4					
5					

Signature of Authorized Person  
Name, Designation & Company seal

Date:

Place:

Notes:

1. Team shall have at least one member having hands on experience in laying of sub-marine (sub-sea) power cable.
2. Team shall also have one member having experience in manufacturing of sub-marine (sub-sea) power cable.
3. Curriculum Vitae of the team members listed above should be enclosed as per the suggested format given below.

**SUGGESTED FORMAT OF CURRICULUM VITAE FOR EACH MEMBER OF  
CONSULTANT'S TEAM**

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

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

Total post qualification experience: \_\_\_\_\_

Years with organization: \_\_\_\_\_

**Educational Qualification:**

(Under this heading, summarize college/ university and other specialized education of staff member, giving names of colleges, etc. degrees obtained and Year of Passing/obtaining the qualification.)

**Experience:**

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

**Language:**

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

**Certification:**

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

.....

Signature of the Team Member

Name & Designation .....

Signature of Authorized Person  
Name, Designation & Company seal

Date:

Place:



**FORM -7: SCHEDULE OF PRICE BID**

**Sub: Appointment of Consultant for Preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of Subsea cables.**

I \_\_\_\_\_(Name) on behalf of \_\_\_\_\_(Name of the Consultancy Organization) herewith submit the Financial Bid for Consultancy Services for Appointment of Consultant for Preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of Subsea cables.

S. No.	Activity	Lump Sum Price in INR in Figures	Lump Sum Price in INR in Words
1.	<b>Lump sum Consultancy Fee for Preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of Subsea cables as per ToR/Scope of work mentioned under Clause A.</b>		
	<b>Total</b>		

**Note:**

1. The price offer for the assignment should be quoted on lump sum basis. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment. However, GST, if any, shall be paid over and above the bid price.
2. Income tax at source will be deducted by PFCCL as per the applicable law and regulations and TDS certificate shall be issued to the Consultant by PFCCL.
3. The lump sum price offer for the assignment shall be inclusive of travel and boarding / lodging related expenses incurred by the Consultant's personnel for journeys to Delhi or anywhere in connection with the consultancy services under Scope of this e-RfP will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.
4. The financial Bid with condition(s) or alternate price bid will be summarily rejected.

Authorized Signatory  
Full Name:  
Address:  
Seal

**FORM – 8: FORMAT OF CONSORTIUM AGREEMENT TO BE ENTERED AMONGST ALL MEMBERS OF A BIDDING CONSORTIUM**

*[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per the Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]*

**FORM OF CONSORTIUM AGREEMENT BETWEEN**

M/s....., and M/s. ...., for bidding for Bid Document. *[insert GeM Bid No.]* (the "Bid Document") dated *[insert date]* as per Clause F (I).

**THIS Consortium Agreement** (hereinafter referred to as "Agreement") executed on this ..... *[date]* day of ..... *[month]*, ..... *[year]* between M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called "**Lead Member**" which expression shall include its successors, executors and permitted assigns); and M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called "**Other Member**," which expression shall include its successors, executors and permitted assigns);

*[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.]*

WHEREAS the parties above named are entering into this Consortium Agreement for the purpose of submitting the Bid in response to the Bid Document and in the event of selection as Selected Bidder to comply with the requirements as specified in the Bid Document.

**WHEREAS** the Bid Document stipulates that the Bidders applying as a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Bid Document, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay requisite fees as per the provisions of the Bid Document, as specified herein.

**WHEREAS** any capitalized term in this Agreement shall have the meaning ascribed to such term in the Bid Document.

**NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:**

In consideration of the above premises and agreement, both the Members in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by PFCCL, we the Members of the Consortium Agreement do hereby unequivocally agree that M/s..... *[Insert name of the Lead Member]*, shall act as the Lead Member as defined in the Bid Document for self and M/s. .... *[the names of the other Member of the Consortium to be filled in here]*.

2. The Lead Consortium Member is hereby authorized by the Members of Consortium Agreement to bind the Consortium and receive instructions for and on behalf of both the Members. The Roles and Responsibilities of another member shall be as per the **Annexure-B**.
3. Each Consortium Member undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the Bid Document. The Lead Consortium Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities.
4. In case of any breach of any of the commitments as specified under this Agreement by any of the Consortium Members, the Lead Consortium Member of the Consortium shall be liable to meet the obligations as defined under the Bid Document.
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. The Members expressly agree to adhere to all the terms and conditions of the Bid Document and confirm that we don't have any Conflict of Interest (as defined in the Bid Document).
7. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Delhi] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
8. It is hereby agreed that the Lead Consortium Member shall furnish the Earnest Money Deposit (EMD), as stipulated in the Bid Document, on behalf of the Bidding Consortium.
9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall remain valid during the period of assignment, unless expressly agreed to the contrary by PFCCL.
10. The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Bid Document for the purposes of the Bid. The representation by the Lead Member shall be deemed to be on behalf of and binding on another member of the Consortium.
11. It is expressly understood and agreed between the Members of the Consortium that the responsibilities and obligations of the other Members shall be as delineated as per **Annexure-B**

forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the Bid Document.

12. It is clearly agreed that the Lead Consortium Member shall ensure performance indicated in the Bid Document. In the event other Consortium Members fail to perform its/ their respective obligations, the same shall be deemed to be a default by the Consortium Members.
13. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Consortium Member shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of PFCCL.
14. This Consortium Agreement:
  - a) has been duly executed and delivered on behalf of each Consortium Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Consortium Member;
  - b) sets forth the entire understanding of the Consortium Member hereto with respect to the subject matter hereof; and
  - c) may not be amended or modified except in writing, signed by the any of the Consortium Member and with prior written consent of PFCCL.

Common Seal of ..... has been affixed in my/ our presence pursuant to Board Resolution dated .....	For M/s. .... (Lead Member) <i>[Signature of Authorized Representative]</i> ..... <i>[Name of the Authorized Representative]</i> <i>[Designation of the Authorized Representative]</i>
--	--

Witness 1

[Signature of Witness 1]

.....

Name:

Designation

Witness 2  [Signature of Witness 2] ..... Name:
---

Designation:	
..	
N. Common Seal of ..... has been affixed in my/ our presence pursuant to Board Resolution dated .....	For M/s. .... (Other Consortium Member ) <i>[Signature of Authorized Representative]</i> ..... <i>[Name of the Authorized Representative]</i> <i>[Designation of the Authorized Representative]</i>
N.1. Witness 1  [Signature of Witness 1] ..... Name: Designation:	N.2. Witness 2  [Signature of Witness 1] ..... Name: Designation:

***SECTION -3***

***ANNEXURES***

## Data Sheet

Parameters	Detailed Inputs
Project Name	
Developer Name	
Contractor/ Sub contractor details	
Implementation Year	
Details of subsea cable used	
Cable supplier	
Name of the Cable Manufacturer	
Source of Origin (Cable)	
Accessories supplier (s)	
Design Voltage (AC or DC)	
Current carrying capacity	
Type of Cable core 3- core/ Single core	
Communication cable/ Signal Arrangement	
Installation Agency Name	
Laying Vessel specifications	
Technology for subsea cable laying	
Project wise details of location of manufacturer's facility	

**Note: The probability of laying Communication Cable along with the power cable and if possible, the gap to be kept between Communication and Power Cable.**

### Details of Applicant

1. (a) Name:  
 (b) Country of incorporation:  
 (c) Address of the corporate headquarters and its branch office(s), if any, in India:  
 (d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Mobile Number:
  
4. Particulars of the Authorised Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) E-mail:
  - (f) Mobile Number:
  
5. In case of a Consortium:
  - (a) The information under table below at S. No. (1-2) should be provided for both the Members of the Consortium.
  - (b) A copy of the Consortium Agreement should be attached to the Application.
  - (c) Information regarding the role of each Member should be provided as per table below:

Roles and Responsibilities of each Consortium Member:

S. No.	Name of Member	Role and Responsibilities	Percentage of equity in the Consortium
1.			
2.			



## Pre-Award Integrity Pact

### *General*

This pre-bid Contract Agreement (herein after called the Integrity Pact) is made on ..... day of the month of ..... 20....., between, on one hand, ..... [Insert name of BPC] through Shri ..... [Insert Name & designation of representative of BPC] (hereinafter called the "Bid Process Coordinator/ BPC", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s ..... represented by Shri ..... [Insert Name & Designation of Authorized Signatory of the Bidder/ Lead Member of Consortium] (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BPC is conducting the bidding process for selection of Bidder as Consultant who will provide consultancy services for "Preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of Subsea cables ".

WHEREAS the Bidder is a individual firm or Joint Ventures (JV)/Consortium, constituted in accordance with the relevant law in the matter and the BPC is a Public Sector Undertaking (PSU) performing its function on behalf of the Ministry of Power, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings during the complete bidding process with a view to: -

Enabling the BPC to select the Bidder as Consultant in conformity with the defined procedures by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidder to abstain from bribing or indulging in any corrupt practice in order to emerge as selected Bidder by providing assurance to them that their competitors will also abstain from bribing and other practices and the BPC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### *Commitments of BPC*

- 11 The BPC undertakes that no official of the BPC, connected directly or indirectly with the bidding process, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the bidding process in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 12 The BPC will, during the bidding stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder

which could afford an advantage to that particular Bidder in comparison to the other Bidders.

13 All the officials of the BPC will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2 In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the BPC with the full and verifiable facts and the same is *prima facie* found to be correct by the BPC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BPC and such a person shall be debarred from further dealings related to the bidding process. In such a case while an enquiry is being conducted by the BPC the proceedings under the bidding process would not be stalled.

### Commitments of Bidder

3 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre award stage in order to emerge as Selected Bidder or in furtherance to secure it and in particular commits itself to the following: -

31 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BPC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the bidding process in exchange for any advantage in the bidding, evaluation, contracting and implementation of the bidding process.

32 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BPC or otherwise in bidding process or for bearing to do or having done any act in relation to bidding process or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the bidding process or any other contract with the Government.

33 The Bidder shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.

34 The Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid.

35 The Bidder further confirms and declares to the BPC that the Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BPC or any of its functionaries, whether officially or unofficially for selection of Bidder as Consultant, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 36 The Bidder, either while presenting the bid or during pre-award negotiations or before signing the Contract Agreement, shall disclose any payments he has made, is committed to or intends to make to officials of the BPC or their family members, agents, brokers or any other intermediaries in connection with the bidding process and the details of services agreed upon for such payments.
- 37 The Bidder will not collude with other parties interested in the bidding process to impair the transparency, fairness and progress of the bidding process.
- 38 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 39 The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BPC as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 310 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 311 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 312 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BPC.

#### 4 *Previous Transgression*

- 41 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the bidding process.
- 42 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5 *Earnest Money Deposit (EMD)*

- 51 Along with the technical bid, the Bidder shall submit Earnest Money Deposit (EMD) of **INR Twenty Lakh (INR 20,00,000/-) only or US\$ Twenty-Four Thousand (US\$ 24,000/-) only**, to be paid via electronic transfer .
- 52 The Earnest Money/Security Deposit shall be valid & retained by the BPC for such period as specified in the e-RFP Document.
- 53 No interest shall be payable by the BPC to the Bidder on Earnest Money/Security Deposit for the period of its currency.

6 *Sanctions for Violations*

61 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the BPC to take all or anyone of the following actions, wherever required:-

- (i) To immediately call off the pre-award negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
- (ii) The Earnest Money Deposit (EMD) (in pre-award stage) shall stand forfeited either fully or partially, as decided by the BPC and the BPC shall not be required to assign any reason therefore.
- (iii) To immediately cancel the award, if already awarded, without giving any compensation to the Bidder.
- (iv) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BPC resulting from such cancellation/rescission.
- (v) To debar the Bidder from participation in any tender or RFP issued by any BPC for an indefinite period.
- (vi) To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the award.

62 The BPC will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (vi) of this Pact also on the Commission by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

63 The decision of the BPC to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7 *Independent Monitors*

71 The BPC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors given below).

**Shri Rajiv Ranjan**

No. 170, 11<sup>th</sup> Cross, 3<sup>rd</sup> Main,  
RMV Stage 2, Dollars Colony

Bengaluru North

Bengaluru- 560094

Mob No – 9448147003

Email ID- rranjan68@gmail.com

**Shri Jeyakodi Virusankulam Kumarasamy, IAS (Retd.)**

R/o 3F, Orchid Villa, 6<sup>th</sup> Avenue,

Harrington Road, Chetpet,

Chennai-600031

Mob No – 9176699444

Email ID- [jeyakodivk@gmail.com](mailto:jeyakodivk@gmail.com)

- 72 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 73 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 74 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 75 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BPC.
- 76 The Bidder accepts that the Monitors has the right to access without restriction to all Project documentation of the BPC including that provided by the Bidder. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder with confidentiality. [as all the Bid Document is with BPC only]
- 77 The BPC will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.
- 78 The Monitor will submit a written report to the designated Authority of the BPC/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BPC / Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

8 ***Facilitation of Investigation***

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BPC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 ***Law and Place of Jurisdiction***

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the

BPC.

10. ***Other Legal Actions***

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

11. ***Validity***

111 The validity of this Integrity Pact shall be from date of its signing and up to 6 months from the date of completion of assignment. In case Bidder is unsuccessful, this Integrity Pact shall expire after 15 days from the date of signing of contract with the successful bidder.

112 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12 *The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on*

Bid Process Coordinator (BPC)	Bidder
Name of the Officer Designation Name of BPC with address	Name of Authorised Signatory Signatory Name of Bidder with address
Witness:	Witness:
1.....	1.....
2.....	2.....

***SECTION -4***

***CONTRACT AGREEMENT***

## CONTRACT AGREEMENT

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of \_\_\_\_\_, 2025, 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/ 2013, having its registered office at 9<sup>th</sup> Floor, The Statesman House, Barakhamba Road, 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 Consultant) having its office at \_\_\_\_\_

hereinafter called the "Consultant" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

WHEREAS the Owner is in the process of Appointment of Consultant for Preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of Subsea cables.

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

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

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

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

### **1.0 GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the assignment.



- (b) "Contract" means this Contract together with all Appendices and including all modifications made in accordance with the provisions of Clause 12 hereof between the Owner and the Consultant.
- (c) "Consultant" means [Name of Firm].
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed or exchanged among the parties pursuant to this Agreement and Confidentiality and Non-disclosure Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof.
- (f) "Personnel" means persons hired by the Consultant as employees, for the purposes of rendering services or any part thereof; Personnel include:
- "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
  - "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India.
- (g) "Party" means the Owner or the Consultant, as the case may be; together they are "parties".
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3 hereof.
- (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) "Services" means the works to be provided/performed by the Consultant for completion of various tasks as described in Letter of Award (LoA) hereto.
- (k) "Starting Date" means the date referred to in Clause 3.3 hereof. "Third Party" means any person or entity other than the Owner and the Consultant.

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

All travel and boarding / lodging related expenses incurred by the Consultant's personnel for journeys to Delhi or anywhere in connection with the consultancy services under Scope of this e-RfP will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account

## **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 the date of Letter of Award (LoA), the Owner has the right to declare the same to be null and void, and in the event of such a declaration the Consultant shall not have any claim against the Owner.
- (b) In case the contract is rendered null and void on account of failure/inaction on the part of the Consultant, the Consultant shall be liable to pay damages to the Owner.

### **3.3 Commencement of Services**

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

### **3.4 Expiration of Contract**

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

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

## **4.0 CONTRACT PERFORMANCE GUARANTEE**

- 4.1** The Consultant within fifteen (15) days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Bank Guarantee as per Performa attached as Section-2 of Bid Document, from any Scheduled Commercial Bank towards performance of the Contract. The guarantee amount shall be equal to five percent (5%) of the contract price in accordance with the terms and conditions specified in the contract and in the Bid Document. The guarantee shall be valid until after expiry of a period of six (06) months from the date of issue of "No Claim Certificate" by the Owner.
- 4.2** The Contract Performance Guarantee is intended to secure the performance of the entire contract and shall not be construed as limiting the damages stipulated in other clauses in the Bid Document.
- 4.3** The Performance Guarantee will be returned to the Consultant without any interest at the end of the Guarantee Period.

## **5.0 OBLIGATIONS OF THE CONSULTANT**

### **5.1 Standard of performance**

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

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

The Consultant agrees that it shall be responsible and liable to comply with all the rules and regulations of various concerned government authorities and departments for the services rendered under this agreement.

### **5.3 Conflict of Interest**

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

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

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

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

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

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

The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities, which would conflict with

the activities assigned to them under this Contract.

**5.7 Insurance by the Consultant for its personnel against any risk.**

The Consultant shall take out and maintain, insure its personnel engaged in this contract against risk, if any, at its own cost for the period of the contract, insurance etc and employer shall not be liable for any cost in this regard.

**5.8 Liability of the Consultant**

The Consultant and each of his member (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 member 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 person other than the Consultant or its personnel; and
- b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

**5.9 Documents Prepared by the Consultant to be the property of the Owner**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Owner, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof. The Report shall be the sole property of 'Owner'. Further, the Consultant shall not disclose the contents of the Report to any party other than the 'Owner'.

**6.0 CONSULTANT'S PERSONNEL**

**6.1 General**

- a) The Consultant shall employ and provide such qualified and experienced personnel as required to carry out the Services.
- b) The Consultant / its personnel shall not indulge in any activity detrimental to the interest of India.

**6.2 Removals and/or Replacement of Personnel**

- a) Except as the Owner may otherwise agree, personnel engaged to carry out the services in this contract shall not be replaced. 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 a person as replacement of equivalent or better qualifications.

- b) If the Owner:
  - i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or
  - ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then, the Consultant shall, at the Owner's written request specifying the grounds therefore of, forthwith provide a person as replacement with qualifications and experience acceptable to the Owner.
- c) The new personnel provided as replacement shall be governed by the same terms and conditions of employment as the replaced personnel.
- d) The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

## **7.0 OBLIGATIONS OF THE OWNER**

### **Payment**

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

## **8.0 PAYMENTS TO THE CONSULTANT**

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

### **8.2 Mode of Payment**

Payments will be made by the Owner to the Consultant in accordance with the terms of payment as per Letter of Award. No deviation in the payment terms shall be permitted.

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

**8.4** The Owner shall cause the payment of the Consultant as per the above given schedule of payment within 30 days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Consultant is not satisfactory and not in accordance with the scope of work.

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

**8.6** All payments under this Contract shall be made to the account of the Consultant with:  
Account No \_\_\_\_\_ Bank Name \_\_\_\_\_

## **9.1 Suspension**

The Owner may, by written notice of suspension to the Consultant, suspend all payment to the Consultant hereunder:

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

**or**

- b) if at any stage, it is found that the Consultant has provided any 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 clauses (a) to (e) of this Clause.

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

- (a) if the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 17 hereof;
- (c) if the Consultant submits to the Owner a statement, which has a material effect on the rights, obligations or interests of the Owner and which the Consultant knows to be false;
- (d) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if Consultant become Bankrupt and the company has been wound up through liquidation proceedings.
- (f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

## **10.2 Cessation of Rights and Obligations**

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

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

## **10.3 Cessation of Services**

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

## **10.4 Payment upon Termination**

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

- (a) remuneration pursuant to Clause 8 hereof for Services satisfactorily performed prior to the effective date of termination;
- (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 (d) 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.

## **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 employees, nor
  - ii. any event which a diligent Party could reasonably have been expected to take into account at the time of the Award of this Agreement and avoids 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 Force Majeure shall exclude any Party's obligation to pay money under this Agreement.

### **11.3 Measures to be taken**

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

### **11.4 Extension of Time**

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



### **11.5 Consultation**

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

### **12.0 AMENDMENT / MODIFICATION**

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

### **13.0 AMICABLE SETTLEMENT**

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

### **14.0 FAIRNESS AND GOOD FAITH**

#### **14.1 Good Faith**

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

#### **14.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause 17 hereof.

### **15.0 TAXES AND DUTIES / CHANGE IN LAW.**

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

levy whatsoever as may be lawfully imposed.

## **16.0 LAW GOVERNING CONTRACT**

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

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

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

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

The Arbitration shall be conducted by a panel of three (03) Arbitrators, one to be appointed by each party and third Arbitrator to be appointed by the 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-appealable. 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 herein above, in any court of competent jurisdiction for itself and in respect of its property and waives in respect of both itself and its property, any defense it may have to or based on sovereign immunity, jurisdiction, improper venue or inconvenient forum.

## **18.0 GENERAL PROVISIONS**

### **18.1 Language**

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

## 18.2 Headings

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

## 18.3 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing in English language. 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 to such Party at the following address:

1. For the Owner: **General Manager**  
**PFC Consulting Limited.**  
**(A Subsidiary of Power Finance Corp. Ltd.)**  
**9<sup>th</sup> Floor, The Statesman House, Barakhamba Road,**  
**New Delhi - 110001**

Attention:

Name:  
Telephone No. 011-

2. For Consultant:

Attention:

Name:  
Telephone No.

## 18.4 Notice will be deemed to be effective as follows:

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

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

## 18.6 Authority of Consultant in Charge

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

**18.7 Authorised Representatives**

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

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

**18.8 Waiver of right**

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

**18.9 Severability 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 inconsistent with the provisions of this Agreement and to the extent necessary to conform to applicable law and the remaining provision of this Agreement shall remain valid and enforceable in accordance with their terms.

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

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

FOR AND ON BEHALF OF [OWNER]

By: Authorized Representative

FOR AND ON BEHALF OF [CONSULTANT]

By: Authorized Representative