

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

**Appointment of Consulting Organization**

**FOR**

**Package 'A' i.e. for providing assistance in preparation of DPRs under**  
**R-APDRP, Part-B, MoP, GoI Scheme for 20 Nos. of Towns under**  
**Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVNL), Haryana**

**(Only for firms Empanelled by PFCCL vide letter**  
**08/ORG/12/HR/Empanel/Firms/14 dated 18<sup>th</sup> May, 2012 under Area Code '03')**



**Registered Office**  
**1st Floor, "Urjanidhi" 1, Barakhamba Lane, Connaught Place,**  
**New Delhi – 110 001**

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**BID INVITATION LETTER**

**Ref: 08/R-APDRP/HAR/UH**

**Date: January ..., 2013**

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**Subject: Request for offer for Assistance in Preparation of DPRs under Part-B of R-APDRP Ministry of Power, Govt. of India Scheme for Towns in the State of Haryana.**

Dear Sir,

The Govt. of India has initiated R-APDRP with focus of the programme on actual demonstrable performance in terms of sustained loss reduction. PFC Consulting Limited (PFCCL) is assisting Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL)/ Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVNL) in the implementation of Part-B of R-APDRP in the State of Haryana. PFCCL is envisaging appointment of agencies to assist in the preparation of DPRs of the towns covered under the scheme in the State of Haryana and accordingly two separate Packages have been formulated and separate bids are invited for the following Packages:

- i. **Package A** - assistance in preparation of DPRs under Part-B of R-APDRP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana
- ii. **Package B** - assistance in preparation of DPRs under Part-B of R-APDRP , GoI Scheme for 13 Nos. of Towns under Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVNL), Haryana

Under the present tender, Sealed Bids are invited in single stage two envelop system (Technical bid & Price bid) only from the firms empanelled vide PFCCL Ref. No. 08/ORG/12/HR/Empanel/Firms/14 dated 18th May, 2012 under Area Code '03' in respect of **Package 'A' i.e. for providing assistance to PFC Consulting Limited (PFCCL) in preparation of DPRs under R – APDRP, Part – B, MoP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana.**” The Eligibility Criteria, Scope of

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

## **1.0 ELIGIBILITY CRITERIA**

- i) The Consulting Organization (Bidder) should have been empanelled with PFCCL under area code '03'. The empanelled Consulting Organization with PFCCL shall be evaluated solely on its own credentials for meeting the eligibility/ qualifying criteria and not on the credentials of any other organization.
- ii) The firms should have undertaken preparation of Detailed Project Reports under R-APDRP part-B for the distribution system up-gradation including loss estimation and loss reduction study assignments for at least 10 Nos. of Towns (Cumulative) during the period from Indian FY 2007-2008 onwards including the current Financial Year till date of issue of the tender.
- iii) The Certified Third Party Independent Evaluation Agency (TPIEA) for R-APDRP, Part – B in the State of Haryana shall not be eligible for submission of bids.

The Bidder is required to submit the documentary proof for meeting the above eligibility criteria as per the format enclosed at Annex-1 to Schedule 2 of Covering Letter.

## **2.0 SCOPE OF WORK**

The sub-consultant shall be responsible for preparing town wise DPRs for loss reduction in 20 nos. of towns of UHBVNL under R-APDRP Part-B MoP/ GoI schemes in the state of Haryana. The scope of work includes all associated activities like preparation of Single Line Diagrams (SLD) of entire 11kV & LT networks, various methods of loss reduction & improvement of reliability of Distribution Network, Network analysis & study of losses, details of proposed activities & Bill of Quantity (BOQ) etc. The detailed scope includes all, but not limited to the following activities and all other associated works, which are not listed below but are essential for preparing the DPR, are also deemed to be included in the scope:

### **2.1 Base line Data collection:**

- 2.1.1 **Data collection:** The sub-consultant shall prepare the detailed formats for demanding the data from utility (UHBVNL). The sub-consultant shall interact with the utility and undertake site visits for data collection and also for the purpose of guiding them regarding any aspects of the data collection if there is any misconception or ambiguity.

- 2.1.2 **Data Scrutiny:** The sub-consultant shall do the proper scrutiny of the data to ascertain that entire data has been received in proper shape and shall ensure that no data is vague or superfluous.
- 2.1.3 **Digitizing the data:** The sub-consultant shall re-shape the data in excel sheets in the desired formats for carrying out the detailed studies and for further processing. The sub-consultant shall create digital map of 66kV, 33kV and 11kV network of project area approx scale say 1:6250 and shall draw feeder wise SLDs of entire 11kV & LT networks along with nodes/ DTs/ loads with proper color coding in the software for the purpose of network Analysis. The sub-consultant shall ensure that time tested & industry standard independent platform software is used for the purpose of preparing the SLDs and for further analysis.
- 2.1.4 **Generating the Reports:** The sub-consultant shall interpolate/ process the data to generate various MIS reports in order to facilitate the studies regarding energy demand & consumption, revenue generation & realization and the network.

## 2.2 Study of Existing Distribution Network & Revenue :

- 2.2.1 **Voltage Drop and T&D Loss calculation:** After Preparation of the digitized maps and SLDs, the sub-consultant shall calculate the voltage drop power loss in all sections and available voltage at all nodes. The sub-consultant shall evaluate the loading on all feeders to ascertain the overloaded feeders.
- 2.2.2 **Calculation of System Reliability:** The sub-consultant shall evaluate the system reliability from the base line data. The sub-consultant shall calculate all relevant indexes like Customer Average Interruption Duration Index (CAIDI), System Average Interruption Duration Index (SAIDI), System Average Interruption Frequency Index (SAIFI) etc. to evaluate the robustness of the system.
- 2.2.3 **Weak & Strong points/ links of network:** The sub-consultant shall pin point all weak links of the system (where conductor size/ equipment rating) do not commensurate with load and he shall also high light the strong point of the system.
- 2.2.4 **Power Factor:** The sub-consultant shall study the existing instantaneous & commutative power factor of feeders & network along with the existing level of reactive compensation.
- 2.2.5 **Site visit:** The sub-consultant shall visit the towns to have a look at all localities and see the social culture and geography of the town to know which loss reduction methods shall be suitable for various type of localities (Posh, medium & poor dwellings). The sub-consultant shall also see the shape/ position of present network in order to evaluate its stability. The sub-consultant shall also look at the existing feeders for knowing the possible right of way of the new feeders.
- 2.2.6 **Energy & Revenue:** The sub-consultant shall study the Energy pumped in to system and metered energy sales along with the revenue assessed & realized in order to work out the AT&C losses. The sub-consultant shall propose the final goal and shall calculate the

tentative available funds for the scheme. The sub-consultant shall perform network optimization studies to minimize technical loss and also evaluate cost benefit analysis of each loss reduction measure

- 2.2.7 **Segregation of Losses:** The sub-consultant shall segregate the losses in to various components i.e. evaluating the HT, DT & LT component of T&D losses and evaluating the commercial loss due to defective metering, theft and non recovery of energy charges etc.

## 2.3 Proposed Methodology

- 2.3.1 **Loss reduction methods:** The sub-consultant shall suggest the various loss reduction methods to be used in various localities. The sub-consultant shall give various alternatives along with techno-economic comparisons.
- 2.3.2 **System reliability Improvement Methods:** Similarly, the sub-consultant shall propose various schemes for enhancing the system reliability along with techno-economic analysis. The sub-consultant shall suggest the latest & modern material & execution plans to be introduced for relaying/ replenishing the Network.
- 2.3.3 **Power factor Improvement methods:** The sub-consultant shall propose the methodology for the reactive compensation for DTs, 11kV feeders and at the grid substations.
- 2.3.4 **New Network configuration & loading:** The sub-consultant shall propose the configuration and rating of the new network along with brief specifications. The sub-consultant shall also propose the % loading on all network components i.e. feeders, breakers, DTs etc.
- 2.3.5 **Future Load Growth study:** The sub-consultant shall study the future load growth from the data and shall finalize it after consultation with all stake holders. The sub-consultant shall plan the load growth of next 10 years while preparing the DPRs.

## 2.4 Proposed network :

- 2.4.1 **SLDs & Maps:** For preparing the proposed network for the town, the sub-consultant shall draw entire line augmentations/ up-gradations and the new network based on the above studies & methods on the digitized maps. The sub-consultant shall draw the new proposals with different colors (for HT/LT/ conductor size) and by using the industry standard symbols. The sub-consultant shall analyze the proposed network by calculating the available voltage at every node along with voltage drop & power loss. The sub-consultant shall provide the losses/ drops in KW, KVA & RKVA along with the power factor calculation. The sub-consultant shall provide the alternatives if available.
- 2.4.2 **Detail of Network Components:** The sub-consultant shall show the detail of all downstream network components starting from the feeding point substation and reaching

the customer/ load end in shape of the schematic diagrams. The complete details regarding size/ rating of equipments shall be provided along with the change & shifting of metering equipments.

## **2.5 Preparations of Activities & BOQ**

- 2.5.1 **Detailed Activities:** The sub-consultant shall prepare the list activities along with quantities. The activity means broad classification of the work i.e. 1km of New 11kV or LT line/ Augmentation of line, New DTs/ Augmentation of DTs, Earthing/ shunt capacitors/ switching stations/ RMUs/ HT/ LT cables/ Package sub stations etc.
- 2.5.2 **BOQ:** The sub-consultant shall prepare the BOQ of every activity with all details of material & labour involved in each of the activity. The sub-consultant shall put the cost of every item (of material & labour) in order to evaluate the estimated cost of every activity. The standard cost (Procurement rate) of the centrally purchased items shall be provided by the utility and rates of other items shall be arranged by the sub-consultant.
- 2.5.3 **Material Specifications:** The sub-consultant shall provide the detailed specification of the material proposed in the DPR. The sub-consultant shall provide the general specification of the centrally purchased (by utility) items but in case of newly introduced items, the sub-consultant shall provide the complete specifications including inspection & testing procedures.
- 2.5.4 **Load Forecast:** The sub-consultant shall perform load forecast for next 10 years.

## **2.6 Preparation of DPRs and Submission for approval:**

- 2.6.1 Preparation of the detailed DPR after incorporating the approved data (as explained in above sections under scope) strictly as per the latest guidelines of the PFC and to the satisfaction of the PFCCL.
- 2.6.2 The sub-consultant shall derive the cost calculations, year wise loss reduction targets, IRR & cash flow, cost benefit analysis in term of revenue & energy saving along with payback period.
- 2.6.3 Preparation of Gantt chart of project implementation schedule, (physical and financial) and material requirement schedule.
- 2.6.4 Preparation long term least cost Network Expansion plan to meet horizon year load and also evaluate cost benefit analysis.
- 2.6.5 Assistance in submission of DPR to the PFC/ GoI.

## **2.7 Checking, Inspection and final acceptance:**

- 2.7.1 PFCCL shall carry out the inspection/ scrutiny of the work of the sub-consultant at every stage (stages as explained above under the scope) and his work can be resigned if the Quality of the work is found to be poor at stage of the work.
- 2.7.2 The sub-consultant shall provide the compatible software on the desk top/ system of PFCCL in their office / site office for the purpose of study/ checking of maps/ SLDs and Network analysis for which nothing extra shall payable.
- 2.7.3 Review of DPRs, incorporating observations of PFC till the final approval of PFC/GoI.

**2.8 Discussions & Presentations:** The sub-consultant shall participate, interact / discuss as required, including making / attending presentations to the officials of UHBVNL / PFC / Steering Committee of GoI or any other agency at Panchkula / Hisar / Patiala / New Delhi / respective towns during preparation, finalisation and approval of DPR as intimated by PFCCL.

**2.9** Any other activity not specifically mentioned in this specification but required for successful completion of the assignment i.e. acceptance of DPRs shall be deemed to be included in the scope of the sub-consultant, without any cost implication to the Owner.

### **3.0 DELIVERABLES:**

The firm is required to submit the following deliverables in line with the time schedule indicated against each deliverables:

- 3.1 The sub-consultant shall submit progress report for all the works/ studies/ survey every week as per the format mutually agreed upon.
- 3.2 The sub-consultant shall submit six (6) draft copies of the Detailed Project Report (DPR) in PFC prescribed format for each town with maps & computer study output results for approval in English language within **five (5) weeks** from the date of the Letter of Award (LOA).
- 3.3 Final DPR incorporating the changes suggested by the PFCCL within **two (2) weeks** from the intimation of the changes.
- 3.4 Revised DPR, incorporating observations of PFC while sanctioning the project till the final approval of PFC/GoI within **three (3) weeks** from the date of intimation of the same.
- 3.5 The sub-consultant shall submit Ten (10) copies of final Detailed Project Report (DPR) for each town as sanctioned by MoP/GoI Steering Committee, both in soft and hard copies, in English language within twelve (12) weeks from the date of the Letter of Award (LOA) or as the revised time lines based on 3.3 & 3.4.

All raw data for all the studies/ reports/ surveys shall also be submitted.

All reports shall be submitted in A4 size sheets and all drawings on sheets such that it is legible. All drawings shall be properly bound and printed on good quality paper.



There may be any other deliverables, which are not specifically mentioned above but may be required for successful completion of the assignment. The sub-consultant shall have to provide such deliverables, as may be desired by PFCCL during the course of the assignment for the successful completion of the assignment to its satisfaction.

#### **4.0 CONTENTS OF BID DOCUMENTS**

The following documents are enclosed along with this Bid Invitation Letter for your quotation purposes:

1. Bid Proposal Sheets (Volume- I)
2. Conditions of Contract (Volume-II)

#### **5.0 PERIOD OF ENGAGEMENT**

The period of engagement would be 12 weeks from the date of LOA, however, the completion of assignment shall be till the approval of DPR by the Approving Authority.

#### **6.0 BASIS OF PRICE OFFER**

The price offer shall be for the assignment as per Schedule - 5 of Bid Proposal Sheet and shall remain firm throughout the period of contract. Quoted price will be on lump sum basis inclusive of taxes and duties, all travel, and stay, out of pocket expenses, cost of producing documents etc. and Owner will not be required to pay and/or reimburse anything over and above the price quoted. However, the applicable Service tax shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s). In the event of an award of contract, Income tax at source will be deducted by Owner as per law and Tax Deduction at Source certificate shall be issued to the sub-consultant by Owner.

All related travel expenses incurred by the Sub-consultant's personnel for journeys to site or Owner's Office or anywhere in connection with the consultancy services/study under Scope of this Specification will be borne by the Sub-consultant and the Owner will not take any responsibility whatsoever on this account.

#### **7.0 PRESENTATION**

- 7.1 The Consulting Organizations empanelled with PFCCL and meeting the above eligibility criteria (Intending Bidders) should send a letter to EVP (NR & ES) expressing their interest to make a presentation for the assignment. Only those Bidders who are empanelled with PFCCL under Area Code '03' would be allowed to make a presentation.

- 7.2 Accordingly, the Intending Bidder would be intimated a time slot to make a presentation of about 20 minutes on the assignment. The Bidders should submit the following during the presentation to be eligible for making the presentation:
- i) The presentation material (two hard copies and also a soft copy)
  - ii) The details of team composition and team members.
  - iii) Documentary proof of assignments undertaken for meeting the eligibility criteria.
- 7.3 The Presentation material along with Technical and Financial Proposal should be submitted on **January 18, 2013 upto 10.30 hrs (IST)** in PFCCL Office at First Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001
- 7.4 After the submission of presentation the Bidders would make a presentation in PFCCL Office on **January 18, 2013 starting from 11.00 hrs (IST) onwards** as per the time slots allocated to the intending Bidders.

## **8.0 PRESENTATION EVALUATION**

- 8.1 The presentation would be seen w.r.t. the following:
- i) Capability of the organization. **Max marks 50**
    - a. The capacity of the organization to handle the assignment w.r.t. the scope, deliverables and time frame.
    - b. Similar no. of assignments handled successfully.
    - c. Software applications to be used for distribution planning and network optimization studies.
    - d. Past experience of PFC/PFCCL with the Bidder.
  - ii) Extent and depth of domain knowledge of the organization relevant to the assignment. **Max marks 30**
  - iii) Performance during presentation to explain the extent and depth of the knowledge of the Bidder with respect to the requirements of the assignment being bid for. **Max. marks 10**
  - iv) Adequacy and suitability of team members and execution plan for the assignment. **Max. marks 10**
- 8.2 At least two (2) members of team proposed for the assignment should be present during the presentation.
- 8.3 The Bidders qualifying at the Presentation stage would be suitably informed after the presentation. In order to qualify for the technical proposal to be opened and evaluated, the

Intending Bidder should score at least 50% marks in each of the above 8.1(i) to 8.1(iv) and a total of 70 marks overall.

- 8.4 The unopened Technical and Financial proposal of the non qualified Bidders at presentation stage will be returned to the Bidder through Courier/Speed Post.

## 9.0 SUBMISSION OF BID

- 9.1 All the documents mentioned at Para 4.0 above, including this Bid Invitation Letter will form the tender documents. Each of these documents and also other documents to be submitted by you as per this tender's requirement are to be submitted duly stamped & signed on each page by your authorized representative as a token of your acceptance. This shall be your bid. The bid is to be submitted in the sealed envelope in the following manner:

- i) **Envelope I** sealed and marked as "TECHNICAL PROPOSAL for Package 'A' i.e. for providing assistance in preparation of DPRs under R-APDRP, Part-B, MoP, GoI Scheme for Towns under UHBVNL" from ----- (Name of the Bidder) should contain following:
- a) Details of Past experience of the firm as per format provided at **Annexure- I to Schedule - 2** of Bid Proposal sheets.
  - b) Documentary evidence in support of past experience.
  - c) The proposed methodology and work plan in response to the Scope of Work as per format provided at **Annexure- II to Schedule - 2** of Bid Proposal sheets
  - d) The curriculum vitae of each team member proposed to be deployed for the assignment as per format provided at **Annexure- III of schedule-2** of Bid proposal sheets.
  - e) Name and contact information of one team member who shall be the Team Leader for the assignment.
  - f) Details / information as per **Schedule 3** of Bid Proposal Sheets.
  - g) Authorization Letter in favour of the authorized signatory as per format provided at **Schedule-4** of Bid proposal sheets.

PFCCCL may call for any clarifications/ information if required.

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

- ii) **Envelope II**- sealed and marked as "FINANCIAL PROPOSAL for Package 'A' i.e. for providing assistance in preparation of DPRs under R – APDRP, Part – B, MoP, GoI Scheme for Towns under UHBVNL" from ----- (Name of the Bidder)" should contain the detailed price offer for the consultancy services as per **Schedule - 5** of Bid proposal sheet.

- 9.2 The First envelope sealed and marked as "TECHNICAL PROPOSAL" and the Second envelope sealed and marked as "FINANCIAL PROPOSAL" both shall be submitted together in a sealed cover marked as Technical and Financial proposal on the cover with superscription i.e. Name of the Package, Bidders Name & Address.
- 9.3 Above mentioned sealed envelopes mentioned at 9.1 & 9.2 are to be submitted on **January 18, 2013 upto 10.30 hrs (IST)** in the office of:

<p><b>Sh. Manoj Kumar Rana</b>  <b>Vice President,</b>  PFC Consulting Ltd.  First Floor, "Urjanidhi",  1 Barakhamba Lane,  Connaught Place  <b>New Delhi – 110 001</b>  Tel: 011-23456129</p>	<p><b>OR</b></p>	<p><b>Sh. P.P Srivastava</b>  <b>Executive Vice President (NR &amp; ES)</b>  PFC Consulting Ltd.  First Floor, "Urjanidhi",  1 Barakhamba Lane,  Connaught Place  <b>New Delhi – 110 001</b>  Tel: 011-23456155</p>
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**10.0 Tentative Schedule of the Bid Process:**

- (i) Presentation and Submission of Technical and Financial Bid: D
- (ii) Technical Bid Opening: D+1 Day or as conveyed by PFCCL
- (iii) Financial Bid Opening: D+3 Days or as conveyed by PFCCL

10.1 Bidders are instructed not to approach via e-mail, fax, and telephone or contact any official in PFCCL as regards to this bid after the submission of the bids, apart from communications by PFCCL in writing, and bid of a bidder doing so shall be summarily rejected.

**11.0 BID OPENING AND EVALUATION OF PROPOSALS**

**11.1 *Opening of Technical Proposal***

The envelope mentioned marked as "Technical Proposal & Financial Proposal" of only those bidders who qualify in the presentation stage would be retained, whereas, for the bidders who do not qualify at the presentation stage would be returned. Envelope-I containing the Technical Proposal will be opened in the presence of the authorized representatives of the bidders, who wish to be present.

The date, venue and time for opening of the Technical envelope will be intimated to the bidders who have qualified at presentation stage.

**11.1.1 *Technical Proposal Evaluation***

The Technical evaluation would be in two parts:

## **A. Completeness of bid with respect to the bidding document**

- i) The Bidder should be empanelled with PFCCL under area code '03' vide PFCCL ref. No. 08/ORG/12/HR/Empanel/Firms/14 dated 18th May, 2012.
- ii) The Technical Proposal should contain all documents mentioned at Para 9.1 i) above, duly filled and signed by authorized signatory.
- iii) The Bidder should agree to the entire scope of work and deliverables. No proposal for part scope of work will be considered.
- iv) The Bidder should submit Authorisation Letter in favour of the authorized signatory signing and submitting the Bid as per Schedule-4.
- v) There should be no deviations from any or all the contents of the bidding documents or conditional or alternate bids.
- vi) Adequacy of the proposed Methodology and work Plan in responding to the Scope of Work as per Annexure-II to Schedule-2 of Bid Proposal Sheet (Volume-I).
- vii) Details of past experience are to be provided in Technical Bid as per format provided at Annexure-I to Schedule-2 of Bid Proposal Sheet (Volume-I).
- viii) Documentary evidence (e.g. Copy of work Order / Letter of Award / LoI / Purchase Order) to be provided in support of past experience.
- ix) Details of composition of Team and Team Leader proposed to be deployed are to be provided in Technical bid as per format provided at Annexure-III to Schedule-2 of Bid Proposal Sheet (Volume-I).

PFCCL may call for any clarifications/ information if required.

In case the Bid of a firm is not meeting any or all the above criteria, the technical evaluation of the firm will not be carried out and the bid shall be rejected outright.

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

The bidder's relevant experience in the past five years shall be considered. For this purpose, the relevant experience of the firm shall be considered (7) days prior to the last date of bid submission deadline. Experience of the bidders would be evaluated on the following basis:

- i) Detailed Project Reports (DPRs) prepared for 'n' no. of towns under R-APDRP part-B for the distribution system up-gradation assignments during the period from Indian FY 2007-08 onwards including the current Financial Year till date of issue of the tender. **Max marks 70** (The marks will be allocated as follows: Ten Towns = 50

marks, Fifteen Towns = 55 marks, Twenty Towns = 60 marks, more than Twenty Towns = 70)

- ii) Adequacy of the proposed methodology and work plan in responding to scope of work and deliverables : **Max marks 30**

PFCCCL reserves the right to seek clarifications during the evaluation process of the Technical proposal.

**The Bidder obtaining 70 marks or more would be regarded as technically qualified Bidder and considered for opening of “Financial Proposal”.** Financial Proposal of non qualified Bidders will be returned unopened.

## **11.2 Opening of Financial Proposal**

The second envelope marked as “Financial Proposal” would be opened only for the technically qualified bidders. The date, time and venue of opening of the “Financial Proposal” of the technically qualified bidders will be intimated along with qualifications of the technically qualified bidders. The Financial Proposal will be opened in the presence of the authorized representatives of the bidders, who wish to be present. Financial Proposal of other Bidders will be returned unopened.

### **11.2.1 Financial Proposal Evaluation**

Financial Proposals of only such bidders will be opened who have been declared Technically Qualified. Financial Proposal of other Bidders will be returned unopened.

The assignment will be awarded to the technically qualified bidder who has quoted lowest Lump Sum price, in Indian Rupees, without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected outright. The applicable Service tax shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s).

In case of more than one bidder at L1 price, the Assignment will be offered to the bidder quoting L1 price and obtaining the highest marks in the technical evaluation.

## **12.0 VALIDITY OF BID**

Bidders shall keep their Bids /Quotations valid up to 60 (Sixty) days from the date of opening of the Financial Proposals. Bidders may be required to further extend the validity of Bid as per the requirement of PFCCCL.

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

In the event of an award, the successful bidder, within fifteen (15) days of receipt of Letter of Award from Owner, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to ten (10) Percent of the contract consideration. The CPG/BG should be as per Performa (at Annexure – A) and should be kept valid up to Nine (9) months from the date of Letter of Award (LoA).

#### **14.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

For any delay attributable to the Sub-consultant, beyond the Scheduled dates/ period of completion of various activities as per the agreed work schedule, the Sub-consultant shall pay to owner, liquidated damages and not as penalty, an amount worked out at the rate of 1% (one percent) of total cost of services per week or part thereof. However, the total liability of the sub-consultant under this clause shall not exceed 10% (ten percent) of the total cost of services as per LOA.

#### **15.0 CONTRACT AGREEMENT**

- 15.1 In the event of award, the selected bidder “**Sub - consultant**” will be required to enter into a Contract Agreement with the PFCCL within 10 (ten) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL. PFCCL shall provide the pro-forma of the Contract Agreement.
- 15.2 Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the Sub-consultant from Delhi State.
- 15.3 The Agreement will be signed in two originals and the sub-consultant shall be provided with one signed original Agreement
- 15.4 The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.
- 15.5 Till the time a ‘Contract Agreement’ is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.
- 15.6 The executed Contract Agreement may only be amended or supplemented by a written agreement between the parties.

#### **16.0 TERMS OF PAYMENT:**

- 16.1 Payments would be made as per the following stages:

<b>Sl. No.</b>	<b>Description</b>	<b>Payments as % of Lump sum Contract Price</b>
i)	<b>Advance:</b> Ten (10) Percent of the Contract value as advance for site mobilization against submission of Bank Guarantee (BG) of equivalent amount as per PFCCL proforma to be valid for six months from the date of LoA .  <b>(To be recovered in two equal installments from the stage payments i.e. from 16.1 (ii) &amp; (iii). In case no such stage payment becomes due till the expiry of Bank Guarantee, the BG will be required to be extended for a further period of six months on one occasion till such period the amount is completely recovered.)</b>	<b>10</b>
ii)	Submission and acceptance of Draft Detailed Project Report for 8 (Eight) Towns*	<b>20</b>
iii)	Submission and acceptance of Draft Detailed Project Report for other 8 (Eight) Towns*	<b>20</b>
iv)	Submission and acceptance of Draft Detailed Project Report for balance 4 (Four) Towns*	<b>10</b>
v)	Submission and acceptance of Final Detailed Project Report.	<b>25</b>
vi)	Submission & acceptance of the Final Detailed Project Report by Steering Committee of GoI.	<b>25</b>
* List of Towns for each stage shall be provided.		

#### **17.0 OTHER TERMS & CONDITIONS:**

- a) The financial proposal by the bidders shall be in Indian Rupees as per format enclosed with no escalation at any stage during or after the completion of the assignment for any reason whatsoever.
- b) The Sub-consultant shall make available the services of the identified personnel as may be required for successful execution of the assignment and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.



- c) All claims shall be raised by the Sub-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.
- d) In case there is a delay by the Sub-consultant in accomplishing the deliverables which in the opinion of PFCCL is attributable to the Sub-consultant, PFCCL reserves the right to get such specific work(s) done through any other Agency(ies) at the risk and cost of the Sub-consultant for timely completion of the deliverables.
- e) In case the performance of the proposed team member(s) is not satisfactory, the Sub-consultant will be asked to change/replace the team member(s) within three days of receipt of such request from PFCCL with a member acceptable to PFCCL.
- f) Any change in the list of key personnel submitted with the bid shall be made only with the prior approval of CEO, PFCCL or as may be requested by CEO, PFCCL.
- g) PFCCL with the approval of CEO, can cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect or the team member is not changed inspite of the request made as per (e) above.
- h) Given the nature of the work being entrusted, the selected organisation 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 organisation would be terminated.
- i) If due to any reason or decision of the Govt/Client, the Assignment is dropped and the Sub-consultant is directed to discontinue work, the “Drop Dead Fee” would be limited to the payments received by the Sub-consultant and the claims already raised and accepted by PFCCL, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- j) **Conflict of Interest:** Consulting organisation or their Partners / any other Employee or Associate would not be hired for any work whose interests are that in conflict with their prior or current obligations to the other organisations, or that may place them in a position of being unable to carry out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL’s consulting business in future. Without limitation on the generality of the foregoing, Consulting organisations would not be hired, under the circumstances set forth below:  
 Consulting organisations that have business or family relationship with member(s) of PFC’s and/or PFCCL’s employees or persons positioned in or on the Board of these two organisations by whatever process would not be engaged. A declaration to this effect would be given by the organisation when being engaged, and if found incorrect,

the Consulting organisations would be debarred from any further engagement by PFCCL ever.

- k) The Sub-consultant shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Sub-consultant, or the Sub-consultant's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance
- l) Offers should be submitted in person only and no offer should be sent by Fax/E-mail/post/courier.
- m) Offers received in the designated office after the due time and date mentioned above shall not be considered.
- n) PFCCL reserve the right to accept or reject any or all Proposals/Offer or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- o) 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.

The complete bid documents can be downloaded from our website: [www.pfcclindia.com](http://www.pfcclindia.com). Bid document will be available on PFC website from ..... onwards.

Yours sincerely,

**For and on behalf of PFC CONSULTING LTD**

**Vice President**

Encl: as above

**PFC CONSULTING LIMITED**

A WHOLLY OWNED SUBSIDIARY OF

**POWER FINANCE CORPORATION LIMITED**

(A GOVERNMENT OF INDIA UNDERTAKING)

**VOLUME – 1**

**BID PROPOSAL SHEETS**

**FOR**

**Package 'A' i.e. for providing assistance in preparation of DPRs under R-APDRP, Part-B, MoP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana**

## SCHEDULE-1

PAGE 1 OF 3

### COVERING LETTER

#### Bidder's Proposal Ref. No. and Date

Person to be contacted

Designation

Telephone No.

FAX

To:

Executive Vice President (NR & ES),

PFC Consulting Ltd.

(A Wholly owned subsidiary of PFC Ltd.)

First Floor, "Urjanidhi", 1, Barakhamba Lane,

Connaught Place, New Delhi – 110001.

Dear Sir,

- 1.0 We, \_\_\_\_\_ (Name of consulting organization), hereby propose to provide Package 'A' i.e. for providing assistance to PFC Consulting Limited (PFCCL) in preparation of DPRs under R-APDRP, Part-B, MoP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana.
- 2.0 We have understood the instruction and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications/ scope of work laid down by you and are fully aware of nature of consultancy services required.
- 3.0 We herewith enclose Technical & Financial proposal for selection of our organisation as sub-consultant on lump sum basis for providing Package 'A' i.e. for providing assistance to PFC Consulting Limited (PFCCL) in preparation of DPRs under R-APDRP, Part-B, MoP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana.
- 4.0 We are submitting our bid consisting of:
  - i) **Technical Bid** in a sealed envelope (Envelope I) consisting of:
    - a. Technical qualification of our firm (as per format provided at Annexure I to Schedule 2 of Bid Proposal Sheets)
    - b. Documentary evidence in support of past experience.
    - c. The proposed methodology and work plan in responding to the Scope of Work (as per Annexure II to Schedule 2 of Bid Proposal Sheets).
    - d. The curriculum vitae of each team member (as per format provided at Annexure III to Schedule 2 of Bid Proposal Sheets)

- e. Bid Invitation Letter along with all other documents as issued by PFCCL duly stamped and signed on each page.
  - f. Details / information as per Schedule 2 and 3 of Bid Proposal Sheets.
- ii) **Price Offer** (as per format provided at Schedule 5 of Bid Proposal Sheets) in a sealed envelope (Envelope II)
- 5.0 \_\_\_\_\_ [Name and contact information of one of the team member] shall be the Team Leader for the assignment.
- 6.0 We declare that the above 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 service tax), duties & levies etc. payable by us under this consultancy assignment.
- 7.0 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.
- 8.0 We confirm that the prices and other terms and conditions of this proposal are valid for a period of 60 days from the date of opening of the Financial Proposal.
- 9.0 We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.
- 10.0 We confirm our acceptance/compliance to the `Deliverables` and `Terms of payment` clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee for ten (10) % of the total consultancy fee in the form of bank guarantee shall be provided by us as per the prescribed format in case of placement of award.
- 11.0 We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.

- 12.0 We give our unconditional acceptance/compliance to the Bid Documents issued by PFCCL. The proposal is unconditional.
- 13.0 Further, we confirm that we agree and seek no deviations from the 'Scope of Work', 'Time Schedule', 'Deliverables', 'Terms of payment' and all other terms and conditions as contained in the 'Bid Document'.
- 14.0 We confirm to execute the Contract Agreement as per the provisions of the Bid Document.
- 15.0 We understand that PFCCL will award the contract to the successful sub-consultant whose offer is substantially responsive and to be the lowest evaluated offer.
- 16.0 We confirm and certify that all the information / details provided in our bid are true and correct.
- 17.0 We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organisations/clients and also do not have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organisation by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL forever.
- 18.0 We certify that all the information provided in our bid, including the information regarding the team members, are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification.
- 19.0 Further, we undertake that in the event of our appointment as sub-consultant, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the organisation would be terminated.

Signature of Authorized Person

Name

Designation & Company seal

Date:

Place:

**ADEQUACY WORK PLAN**

Bidder`s Name & Address  
 .....  
 .....  
 .....  
 .....

To :  
**Executive Vice President (NR & ES),  
 PFC Consulting Limited  
 (A Wholly owned subsidiary of PFC Ltd.)  
 First Floor, "Urjanidhi", 1, Barakhamba  
 Lane,  
 Connaught Place,  
 New Delhi – 110001**

Dear Sir,

We hereby enclose a brief write up on the proposed methodology to be adopted for Package ‘A’ i.e. for providing assistance to PFC Consulting Limited (PFCCL) in preparation of DPRs under R – APDRP, Part – B, MoP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana as per the following Annexure to this schedule:

- Annexure - I            Experience of organization
- Annexure - II         Proposed Methodology & Work Plan
- Annexure - III        Composition of Team

The following details are to be submitted along with the offer:

1. Organizational set up of the Company/Institute
2. Details of similar assignments undertaken should be submitted as per **Annexure I of Schedule 2**
3. Documentary evidence in support of past experience.
4. The proposed methodology and work plan in responding to the Scope of Work as per **Annexure II of Schedule 2.**
5. Composition of Team and the Team Leader to be deployed as per **Annexure III to Schedule 2 (Page 1 of 2)**
6. The curriculum vitae of each team member as per **Annexure III to Schedule 2 (Page 2 of 2).**

Signature of Authorized Person  
 Name  
 Designation & Company seal

Date:

Place:

Note: Details not provided as per format shall be considered as non responsive and shall not be considered for bid evaluation.

**On Company's Letter Head**  
**EXPERIENCE OF ORGANISATION**

1. Brief Description of the Organisation:
2. Outline of experience on Assignments:

Assignments of Detailed Project Reports under R-APDRP part-B prepared for the distribution system up-gradation (The bidder's relevant experience during the period from Indian FY 2007-08 onwards including the current Financial Year till date of issue of the tender.)

S.No	Name of Assignment	Name(s) of member(s) associated with the assignment	Brief description/ Scope of the assignment	Name of the Client	Work Order No.& date	Towns Covered		Details of Documentary evidence attached #
						Nos.	Names	
01								
02								
03								

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

Date:  
Place

Signature of Authorized Person  
Name, Designation & Company seal

# Documentary evidence: e.g. Copy of work Order/Letter of Award/LoI/Purchase Order etc.) to be provided in support of past experience.



**THE PROPOSED METHODOLOGY AND WORK PLAN**

Bidder`s Name & Address

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

To:

**Executive Vice President (NR & ES),  
PFC Consulting Ltd.  
(A Wholly owned subsidiary of PFC Ltd.)  
First Floor, “Urjanidhi”, 1, Barakhamba Lane,  
Connaught Place,  
New Delhi – 110001.**

Dear Sir,

We hereby enclose a brief write up on the proposed methodology to be adopted for Package ‘A’ i.e. for providing assistance to PFC Consulting Limited (PFCCL) in preparation of DPRs under R-APDRP, Part-B, MoP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana under R-APDRP Part-B MoP/ GoI scheme with the objective of reduction of AT&C losses and enhancement of system reliability indicating the following.

- i) Approach Methodology and Work Plan in responding to scope of work and deliverables
- ii) Key Personal and their Task Assignment for Completing the Assignment

Signature of Authorized Person

Name

Designation & Company seal

Date:

Place:

**On Company's Letter Head****COMPOSITION OF TEAM AND THE TEAM LEADER TO BE DEPLOYED**

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

Signature of Authorized Person

Name

Designation &amp; Company seal

Date:

Place:

**Note:** Curriculum Vitae of the Personnel listed above should be enclosed as per the suggested format at Page 2 of 2 of Annexure III to Schedule 2.

**SUGGESTED FORMAT OF CURRICULUM VITAE FOR EACH  
MEMBER OF SUB-CONSULTANTS TEAM**

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

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

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

Years with organisation: \_\_\_\_\_

**Educational Qualification:**

(Under this heading, summarise college/ university and other specialised 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 organisation, 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:

**On Company's Letter Head**

Bidder's Name &amp; Address To

To,

**Executive Vice President (NR & ES),**  
PFC Consulting Limited  
(A Wholly owned subsidiary of PFC Ltd.)  
"Urja Nidhi", 1- Barakhamba Lane,  
Connaught Place,  
New Delhi – 110001.

Dear Sir,

We hereby declare that following softwares shall be used for distribution planning and network optimization studies to carry out the scope of services as contained in the Technical specification and Bid Documents for Package 'A' i.e. for providing assistance to PFC Consulting Limited (PFCCL) in preparation of DPRs under R-APDRP, Part-B, MoP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana as outlined in your tender documents.

Further, we confirm that the cost for purchase/installation or any other related cost for the software shall be entirely borne by us and is included in our lump sum consultancy fee. The Owner shall not have any liability in this regard.

S. No.	Name and Purpose of Software	Source of availability Software	Remarks
--------	------------------------------	---------------------------------	---------

Date:

Place:

Signature of Authorized Person

Name

Designation &amp; Company seal

**AUTHORISATION LETTER**

(ON THE LETTER HEAD OF THE ORGNISATION/FIRM)

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

Signature:

Full Name:

Address:

(Company Seal)

**Bid Proposal Reference No. and Date**

**SCHEDULE OF PRICE BID**

(To be submitted as Financial Proposal in Third Envelope)

**From:**

**To:**

**Executive Vice President (NR & ES)**

PFC Consulting Ltd.

First Floor, Urjanidhi, 1, Barakhamba Lane,

Connaught Place, New Delhi – 110 001

Sir,

**Sub: Financial Proposal for Package 'A' i.e. for providing assistance to PFC Consulting Limited (PFCCL) in preparation of DPRs under R – APDRP, Part – B, MoP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana - Regarding**

We \_\_\_\_\_ herewith submit Financial Proposal for selection of our organisation as sub-consultant for PACKAGE 'A' i.e. for providing assistance to PFC Consulting Limited (PFCCL) in preparation of DPRs under R – APDRP, Part – B, MoP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana as given below:

**Name of Assignment:**

**Package 'A' i.e. for providing assistance to PFC Consulting Limited (PFCCL) in preparation of DPRs under R – APDRP, Part – B, MoP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana**

**Offer Price (Lump sum)**

In Figures:

**Rs. \_\_\_\_\_**

In Words:

**Rupees \_\_\_\_\_**

**NOTE:**

1. The lump sum price is inclusive of taxes and duties, all travel, stay, out of pocket expenses, cost of producing documents etc. and PFCCL will not be required to pay and/or reimburse anything over and above the price quoted. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment. However, the applicable Service tax shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s).
2. The price is FIRM with no escalation till completion of the Assignment.
3. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the sub-consultant by PFCCL
4. In case of more than one bidder at L1 price, the Assignment will be offered to the bidder quoting L1 price and obtaining the highest marks in the technical evaluation.
5. The financial proposal with condition(s) or alternate price bid will be summarily rejected.
6. The offer is valid for a period of 60 days from the date of opening of Financial Proposal.

Date:

Signature of Authorized Person

Place:

Name, Designation & Company seal

**PFC CONSULTING LIMITED**

A WHOLLY OWNED SUBSIDIARY OF

**POWER FINANCE CORPORATION LIMITED**

(A GOVERNMENT OF INDIA UNDERTAKING)

**VOLUME --II**

**CONDITION OF CONTRACT**

FOR

**Package 'A' i.e. for providing assistance in preparation of DPRs under R-APDRP, Part-B, MoP, GoI Scheme for 20 Nos. of Towns under Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL), Haryana**

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- 2.0 VALIDITY**
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## **1.0. DEFINITION OF TERMS**

- 1.1 Unless defined otherwise, the following terms used in this document shall have the meanings.
- 1.2 “Owner” or “PFCCL” or Client” shall mean PFC Consulting Limited, New Delhi, India (a wholly owned subsidiary of Power Finance Corporation Ltd.) and shall include their legal representatives, successors and permitted assigns.
- 1.3 “Specification” shall mean the Technical Specifications and the Conditions of Contract together with Bid Proposal Sheet forming a part of the bid documents and contract and such other schedules and drawings as may be mutually agreed upon.
- 1.4 “Notice of Award of Contract” / Letter of Award” shall mean the official intimation from the Owner notifying the successful bidder that its proposal has been accepted and that the bidder is required to sign the contract Agreement.
- 1.5 “Date of Contract” shall mean the date on which both the parties have signed the Contract Agreement or any other date mentioned in the Contract/Letter of Award, as the effective date of Contract, whichever is earlier.
- 1.6 A “week” shall mean a continuous period of seven (7) days.
- 1.7 “Indian Rupees” or “Rs.” shall mean the mean the currency of the Government of India.
- 1.8 The “Government” shall mean the “Government of India” or an authorized representative/agency/department of the “Government of India”.
- 1.9 The words imparting singular shall also include the plural and vice-versa where the context so requires.
- 1.10 “Final Report” or “Report” will mean the final report or document prepared by the successful Bidder as per Owner’s Specification.
- 1.11 “Starting Date” shall mean the date from which the periods specified for various activities are measured and asset forth in the completion schedules. The starting date for each schedule, unless otherwise agreed, shall be as indicated in the respective schedule.
- 1.12 “Month” shall mean calendar month.

- 1.13 “Day or “Days” unless herein otherwise expressly defined shall mean calendar day or day of 24 hours each. Working days in a month shall be as defined by Sub-consultant in its offer.
- 1.14 The title or heading shall not alter or affect the intent or scope of the clause or articles of the Documents
- 1.15 The Date of Completion of Contract-Unless otherwise terminated under the provisions of any other relevant clause of the document, Contract shall be deemed to have been completed after issuance of the certification from Project-in-Charge that there is no demand outstanding against the Sub-consultant and all liabilities under the contract have been satisfactorily fulfilled by the Sub-consultant.
- 1.16 Words imparting “Person” shall include firms, companies, corporations and association or bodies of individuals, whether incorporated or not.
- 1.17 “Sub-consultant” or “Technical Specialist” or “Contractor” shall mean the bidder whose bid has been accepted by the Owner for the award of the work and shall include his legal representatives, successors and permitted assigns.
- 1.18 “Consultancy Assignment” or “Work” or “Study” or “Assessment” or “Services” shall mean the complete study as prescribed in the Specification / Terms of Reference.
- 1.19 “Contract” shall mean the Contract Agreement entered into between the Owner and the Sub-consultant, together with the Contract documents referred to therein; they shall constitute the Contract and the term “Contract” shall in all such documents be construed accordingly.

## **2.0 VALIDITY**

The proposal shall be on firm price basis and valid for acceptance for at least 60 days from the date of opening of the financial Proposal.

## **3.0 CURRENCY OF BID**

All prices quoted in the Schedules of the Bid Proposal Sheets should be in Indian Rupees and all payments shall be made in Indian Rupees.

## **4.0 THE BID DOCUMENTS**

- 4.1 This document is meant for exclusive purpose of submitting the offer by the bidder against the specification and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

- 4.2 PFCCL does not bind themselves to accept the lowest or any offer or to give reasons for their decision. PFCCL reserves the right to reject any or all offers without assigning any reason.

## **5.0 CONTRACT PERFORMANCE GUARANTEE**

The successful bidder, within Ten (10) days of from the date of Letter of Award, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to Ten (10) Percent of the contract consideration. The CPG/BG should be as per Performa provided by the Owner and should be kept valid up to Nine (9) months from the date of Letter of Award. The BG would have to be extended till the satisfactory completion of the assignment.

## **6.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS**

- 6.1 The Bid documents are mutually explanatory of one another. If there are varying or conflicting provisions made in any one of the bid documents, Owner shall be deciding authority with regard to the intention of the document.
- 6.2 Any errors in description, quantity or rate in Schedules or any omission there from shall not vitiate the Contract or release the Sub-consultant from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.
- 6.3 If on checking any difference is found between the rates given by the sub-consultant in words and figures or in the total amount worked out by him in the Schedules in the proposal, the same shall be rectified in accordance with the following rules::
- a) In the event of discrepancy between description in words and figures quoted by bidder, the description in words shall prevail.
  - b) In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rate.
  - c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- 6.4 The bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules (to be identified in Bid Proposal sheets (BPS) for this purpose),

the Owner shall be entitled to consider the highest price for the purpose of evaluation and to award the contract at the lowest of the price in these schedules.

- 6.5 Prior to detailed evaluation, the Owner will determine whether each bid is for acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Owner's rights or the successful bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. The Owner's decision in respect of the determination of the responsiveness of a bid will be final and binding on all the bidders.
- 6.6 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the bidder correction of the non-conformity.
- 6.7 The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

## **7.0 SIGNATURE OF BIDS/OFFERS**

- 7.1 The offer must contain the name, residence and place of business of the person or persons making the offer and must be duly signed and stamped on each page by the bidder with his usual signature.
- 7.2 Offer by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designations(s) of the authorized partner(s) or other authorized representative(s).
- 7.3 Offers by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to furnish offer on behalf of such Corporation, Company in the matter.
- 7.4 An offer by a person who affixes to his signature the word `President`, `Managing Director` `Secretary` or other designation without disclosing his principal will be rejected.
- 7.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

- 7.6 Erasures or other changes in the offer shall be over the initials of the person signing the bid.
- 7.7 Offers not conforming to the above requirements of signing may be disqualified.

## **8.0 PROGRESSIVE PAYMENT**

All payments against the services shall be paid against production of invoice in quadruplicate by the Sub-consultant. The payment of such fees shall be released as per clause No. 16.0 (Terms of Payment) of the Bid Invitation, on stage-wise completion of the services including submission of the Deliverables and subject to acceptance, approval and certification by the Project-in-Charge.

## **9.0 PROCEDURE OF PAYMENT**

All the invoices of payment shall be supported by necessary documents and submitted in quadruplicate for the certification of Project-in-Charge of which he will require a maximum time of seven (7) days before the same are submitted for processing the payment within thirty (30) days of certification of the Project-in-Charge of the amount payable for the services. In the event, there is any query in respect of any item of such invoice requiring clarification, the Project-in-Charge shall notify the same within 15 days of receipt of such invoice by the Owner that such a query has arisen and both the parties shall endeavor to reach an agreement within a period of thirty (30) days thereafter. If no mutual agreement can be reached within a period of forty five (45) days after receipt of the invoices by the Project-in-Charge, the Owner shall make payment against the balance of invoice (original amount less the amount in question) to the sub-consultant within thirty (30) days thereafter i.e. within sixty (60) days from the date of receipt of invoice by the Project-in-Charge. The invoice for the balance amount under question shall be separately submitted for future consideration of the Owner.

## **10.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

For any delay attributable to the Sub-consultant, beyond the Scheduled dates/ period of completion of various activities as per the agreed work schedule, the Sub-consultant shall pay to owner, liquidated damages and not as penalty, an amount worked out at the rate of 1% (one percent) of total cost of services per week or part thereof. However, the total liability of the sub-consultant under this clause shall not exceed 10% (ten percent) of the total cost of services as per LOA.

## **11.0 LIABILITY OF THE SUB-CONSULTANT**

Should any defect or inadequacy appear in the study carried out and report submitted by the Sub-consultant prior to the date of final acceptance of the work by the Owner, the Sub-consultant shall perform at its own initiative and free of any cost to Owner, all such services as shall be necessary to remedy the said defect or inadequacy.

The Sub-consultant shall be further liable for the consequence of errors and omissions arising from the gross negligence on its part or on the part of its employees or associates or experts to the extent of the total contract value of this contract.

## **12.0 TAXES, DUTIES AND INSURANCE**

All taxes (including professional tax, etc. as applicable but excluding service tax), duties, levies, insurance charges, license fees, etc. arising out of the contract shall be payable directly by Sub-consultant and shall be included in the lump sum bid price for the entire scope of work. Owner will not bear any expenditure, whatsoever on this account. As regards income tax, surcharge on income tax and other corporate taxes, the Sub-consultant shall be responsible for such payments to the concerned authorities. However, the Owner is entitled to deduct TDS as per the Government policies/tax rules and regulations.

The Sub-consultant shall be liable to take/maintain all necessary insurance at its own cost.

## **13.0 PATENT**

- 13.1 The Sub-consultant shall hold harmless and indemnify the client from and against loss, damage and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on an application published prior to the completion of this Consultancy with respect to or arising out of the sue or supply of design, or any work in accordance with the designs, drawings or specifications furnished, approved or recommended by the sub-consultant.
- 13.2 The Sub-consultant shall promptly notify the client in writing if the Sub-consultant has or has acquired knowledge of any patent under which a claim or suit for infringement could reasonably be brought because of the use by the client of any information, recommendation or specifications, services rendered by the Sub-consultant.
- 13.3 The Sub-consultant, in such case, shall forthwith at its own cost make and furnish to the client alternative designs, drawings, specifications or recommendations to avoid the same and without putting the Client to additional cost.

## **14.0 SETTLEMENT OF DISPUTE**

- 14.1 Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by the Project-in-Charge subject to a written appeal by the Sub-consultant to the Project-in-Charge, whose decision shall be final to the parties hereto.
- 14.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.
- 14.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in **ARBITRATION** clause.

## **15.0 ARBITRATION**

- 15.1 In the event of any question, dispute or difference arising out of or in connection with this consultancy work, whether during the progress of the work or after its completion, abandonment or breach of contract, the same shall be referred for arbitration, for which purpose the Client and the Sub-consultant shall nominate one Arbitrator each. These Arbitrators shall appoint an Umpire not later than one month from the latest date of their respective appointment. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996, the rules framed hereunder and any statutory modifications thereof. The costs of reference and arbitration award shall be payable by the parties to the extent and in a manner as may be determined by the Arbitrators or the Umpire.

In case the sub-consultant is an Indian Public Sector Enterprise/Govt.Deptt. (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Sub-consultant shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Govt. of India.

- 15.2 Notwithstanding the existence of any dispute or difference and/or reference for the arbitration, the Sub-consultant shall proceed with and continue without hindrance with the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the sub-consultant shall not be withheld by the Client on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.
- 15.3 The arbitrators may from time to time with consent of the parties enlarge the time, for making and publishing the award. The venue of arbitration shall be the registered office of the Owner.



## **16.0 Termination on Default:**

- 16.1 The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to the sub-consultant, terminate the contract in whole or in part.
- a. If the sub-consultant fails to deliver any or all of the services within time period(s) specified in the contract or any extension thereof granted by the Owner in writing.
  - b. If the sub-consultant fails to perform any other obligation(s) under the contract or
  - c. If the sub-consultant, in either of the above circumstances, does not cure its failure within a period of thirty (30) days after receipt of the default notice from the Owner.
- 16.2 In the event the Owner terminates in whole or in part, pursuant to Para 16.1.0, the Owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, and the sub-consultant shall be liable to the Owner for any excess costs for such similar services. However, the sub-consultant shall continue performance of the contract to the extent not terminated.

## **17.0 TERMINATION FOR CONVENIENCE**

- 17.1 The Owner, may by written notice sent to the sub-consultant, terminate the contact, in whole or in part, at any time for its convenience, The notice of termination shall specify that termination is for Owner's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.
- 17.2 The studies/services that are completed and ready for final reporting within thirty (30) days after the sub-consultant's receipt of notice of termination shall be accepted by the Owner at contract terms and prices. For the remaining services, the Owner may elect,
- a) To have any portion completed and delivered at the contract terms and prices and/or.
  - b) To cancel the remainder and pay to the Sub-consultant an agreed amount for partially completed services.

## **18.0 TERMINATION FOR INSOLVENCY**

- 18.1 The Owner may at any time terminate the Contract by giving written notice to the Sub-consultant, without compensation to the Sub-consultant, if the Sub-consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or

affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

**18.2** Upon termination of the contract at any time for whatever reason by the Owner compensation shall be payable to the Sub-consultant for all services performed satisfactorily until the date of termination. In addition the Sub-consultant will be paid for such of those items of work, which have been partially completed as per conditions stipulated under relevant clause. The Sub-consultant shall provide available documentary evidences to this effect, acceptable to the Owner.

**18.3** Following issuance by the Owner of a notice of termination and prior to the effective date of such termination, the Sub-consultant shall:

- a. Terminate performance of work in progress under the contract on the date and to the extent specified in the notice of termination.
- b. Incur no further costs for services except as necessary to complete performance of any portion of the work under the contract not terminated by the said notice.
- c. Terminate all outstanding orders, service contracts and sub-contracts to the extent that they relate to the performance of work terminated by the notice;
- d. Transfer title and deliver to the Owner in the manner, at the times and to the extent, if any, as directed by the Owner, all completed or partially completed reports, designs, data, maps, plans, photographs, specifications, and commutations, etc. which, if the contract had been continued, would have been required to be furnished to the Owner.

The termination of the contract shall not relieve the Sub-consultant of its duties and liabilities as per the contract for the portion of the services performed prior to the effective date of termination.

## **19.0 SIGNING OF AGREEMENT**

The authorized signatory of the Sub-consultant shall be required to sign the contract agreement within ten (10) days of issue of Letter of Award or within such extended time, as may be granted by the Owner as per the pro-forma provided by the Owner. The Agreement will be signed in two originals and the Sub-consultant shall be provided with one signed original Agreement.

## **20.0 GOVERNING LAWS**

This Consultancy work shall be governed by the Indian Laws for the time being in force and the Delhi Courts alone shall have the jurisdiction.

## **21.0 SUSPENSION OF THE OBLIGATION**

- 21.1** The obligations stipulated in this specification can only be suspended in the case of any particular item or work, in the event of Force Majeure as defined in clause 22.0 or as the result of an agreement between the parties.
- 21.2** In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Specifications.

## **22.0 FORCE MAJEURE**

**22.1** Force Majeure is hereby defined as any cause which is beyond the control of the Sub-consultant or Owner as the case may be, which they could not have foreseen and which substantially affect the performance of contract such as:

- a) Natural Phenomena including but not limited to floods, draughts, earthquakes and epidemics.
- b) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, embargoes, etc.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cause.

## **23.0 HANDLING OF DOCUMENTS**

- 23.1** All plans, design calculations, studies, data, maps, drawings and specifications prepared by the sub-consultant in connection with the services to be provided by the Sub-consultant shall be the property of the Owner, As when required or upon termination of the Contract, the aforesaid documents, prepared specifically for this Study (including originals), shall be handed over to the Owner before final acceptance or thereafter.
- 23.2** The sub-consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, methods and any other information developed or acquired by him from the Owner under terms of the Contract or in performance thereof.
- 23.3** The sub-consultant shall not prepare articles or photographs for publication or speeches or presentations about the work and /or site and/or plant, contracts and installation in which has an interest without prior written consent of.

- 23.4 The sub-consultant shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.

## **24 ABANDONMENT OF WORK**

- 24.1 If any work included in the scope of specification to be done by the sub-consultant is abandoned or suspended for any cause or reasons, which cannot be attributed to the sub-consultant, payment, shall be made on a pro-rata basis for the work actually done and as decided by the Owner.

## **25 SUB-CONTRACT**

The sub-consultant cannot assign or sub-contract any of this work without the prior written consent of the Owner.

## **26 LIMITATION OF LIABILITES**

- 26.1 The Owner shall in no way be responsible for any liabilities arising out of the Sub-consultant's contractual obligation with the Sub-consultant's personnel, experts, engineers, Sub-contractors, licensors, collaborators, venders, or subsidiaries.
- 26.2 The Sub-consultant and the Owner both agree that each shall assume full risk of damages of injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance.

## **27 CHANGES/ADDITIONS/DELETIONS**

- 27.1 The Owner shall have the right to request in writing additions or changes in the scope of services to be performed by the Sub-consultant. If in the Sub-consultant's opinion, any such additions or changes affect the completion schedule or the fee, Owner will be advised accordingly and the same shall be mutually settled. However, the sub-consultant shall continue to carry out the work pending till final settlement if any.
- 27.2 The Owner reserves the right to delete any item/s or part thereof from the scope of services to be performed by the Sub-consultant. For such purposes the Owner shall give to the Sub-consultant a notice in writing on receipt of which the Sub-consultant shall take necessary steps as may be directed by the Owner and shall stop incurring any expenditure and performing services in connection with the item/s of work so deleted.
- 27.3 The corresponding fee for the deleted item(s) of work will be arrive based on the fee identified in the Contract and shall be deducted from the fee payable to the Sub-

consultant under the Contract. The Sub-consultant, however, shall be entitled for the compensation of the amount of work and services already performed in connection with item(s) deleted from the scope, at a mutually acceptable fee.

## **28.0 NO WAIVERS**

If Owner, in any instance, does not insist upon strict performance of any of the terms of the assignment, it shall not be construed as a waiver or relinquishment in the future till the assignment is in force and shall not relieve Sub-consultant of any of its responsibilities under the assignment.

## **29.0 INSTRUCTIONS AND NOTICES**

All notices to be given on behalf of the Owner and all other actions to be taken on its behalf may be given or taken by the Project-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Project-in-Charge.

All instructions, notices and communications, etc., shall be given in writing and if sent by registered / speed post to the last known place of business of the sub-consultant, shall be deemed to have been served on the dates when in the ordinary course of post these would have been delivered to him.

## **30.0 BANKRUPTCY**

If the Sub-consultant shall become bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, the Owner shall be at liberty:

1. To terminate the assignment forthwith without any notice in writing to the Sub-consultant or to the liquidator or receiver or to any person in whom the sub-consultant may become vested.
2. To give such liquidator receiver or other person the option of carrying out the consultancy assignment subject to their providing a guarantee for the due and faithful performance of the assignment up to an amount to be determined by the Owner.

## **31.0 PROGRESS REPORT**

- 31.1 The Sub-consultant shall prepare and submit to the Owner progress reports as per agreed formats & periodicity showing the progress and status of the `Works being performed by

him including such materials as charts, networks and photograph (if any) as per the directives of the Owner.

- 31.2 It is understood that submission of such reports and reviews thereof by the Owner shall not be deemed to absolve the Sub-consultant of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

## **32 METHODOLOGY OF EXECUTION OF ASSIGNMENT**

- 32.1 Sub-consultant shall clearly bring out in their bid their organization chart and the methodology they want to follow of successful execution of the assignment. Sub-consultant along with the organization chart shall indicate the names of key persons proposed to be deployed for each activity of the project and their bio data. They shall also indicate separately the works they intent to carryout in their home office and in their office in India and estimated Man days. Sub-consultant shall also bring out in his bid number of visits to site of the key personnel they envisage under the assignment.
- 32.2 Regular review meetings will be held either in the Owner's Office or Sub-consultant's office in India and progress of work will be reviewed. The engineering co-ordination and sub-consultant co-ordination procedure will be discussed and decided separately during the pre award stage.

## **33 CORRESPONDENCE AND CONTRACT COORDINATION PROCEDURE**

- 33.1 All correspondence during the pre-award stage and during execution of the contract shall be made as per following procedure:-
- 33.2 On all technical matters pertaining to execution of the contract as per specification in the sub-consultant shall directly interact with the Project-in-Charge.
- 33.3 All correspondence from the Owner to the Sub-consultant shall be made with the full time Coordinator to be identified by the sub-consultant and agreed by Owner.

## **34 INSPECTION OF SITE BY SUB-CONSULTANT**

The Sub-consultant shall inspect and examine the site and its surroundings and shall satisfy himself as to the form and nature of the site, the quantities and nature of work and the equipment / materials necessary information as to risks, contingencies, and other circumstances, which may influence or affect his tender, before bidding.

## **35 MANPOWER DEPLOYMENT**

The Sub-consultant shall deploy task force of well qualified and experienced engineering / science executive and draftsmen for this work. The manpower proposed to be deployed for this task shall be guaranteed by the Sub-consultant in his offer both discipline-wise and category wise (for Engineers / Scientists and draftsmen) required for completion of service included under the scope of the specification. The Sub-consultant shall depute a senior level executive to act as fulltime overall coordinator and focal point for all interactions with the Owner throughout the entire period of consultancy assignment. The bio-data of the Engineering / Scientific personnel proposed to be included in the Task Force should be enclosed with the offer. The task force so proposed is subject to the approval of the Owner. The Owner may ask for suitable substitution of Engineers/Scientists in place of the proposed ones, if it so desires.

### **36.0 LIST OF SOFTWARE**

The Bidder shall provide a schedule of software available with it and/or with its collaborators (s)/ laboratories, which are intended to be used for each area of study separately. Further, the Bidder shall indicate in Schedule-3 the list of software proposed to be deployed for the study.

The Owner shall not make any additional payment for any type of software required by the sub-consultant for this package or for any other purpose.

### **37.0 CO-ORDINATION PROCEDURE**

The Sub-consultant shall propose in its offer the detailed co-ordination procedure with the Owner for performing the services. The system to be adopted shall provide control and continuity of all functions. Owner's participation in the major decisions shall be essential to the extent desired by the Owner. The coordination procedure and schedules of coordination review meeting between the Owner and the Sub-consultant shall be mutually discussed and finalized before award of the contract.

### **38.0 ASSOCIATION OF THE OWNER**

The Owner may depute its representative to be present during the entire course of studies or any part thereof. The Project-in-Charge or his authorized representatives will have to be provided necessary information when asked for. He may further monitor the field and laboratory activities, and supervise the finalization of the documents. The engineers will also discuss results of studies and may suggest different cases to be studied. The Sub-consultant shall provide all facilities for the Owner's Project-in-Charge / Representatives to have fruitful participation in the work. The Sub-consultant will submit all study results draft sections / documents to the Project-in-Charge for his approval and the final

document will be prepared after incorporating changes / modifications / additions / alterations suggested by the Project-in-Charge.

### **39.0 LANGUAGE**

The offer must be submitted in English language, all documents, specifications, schedules, notices correspondences, operation & maintenance instructions, drawings or any other written material in connection with this work shall be in English language.

### **40.0 UNITS & INDIAN STANDARDS / CODES / REGULATIONS**

Indian Standards, codes and regulations, wherever applicable, shall be adopted and adhered to by the Sub-consultant. In case of such Indian standards / codes / regulations being not available in particular areas, applicable and accepted International standards shall be followed.

### **41.0 OWNER'S RIGHT**

Owner reserves the right for the following:

- a) Rejection of any or all offers without assigning any reason whatsoever.
- b) Rejection of any offer which is incomplete with regard to the required information of scope of work.
- c) Review of the work performed by the Sub-consultant either himself or through another Sub-consultant separately appointed by him and asks for any clarification and changes / modifications to the work performed by the Sub-consultant. Such changes shall be mutually discussed and agreed upon between the Owner and Sub-consultant in his work without any cost and liability to the Owner and without any dilution of the responsibility of the sub-consultant.

### **42.0 TRAVEL EXPENSES**

The travel expenses incurred by the Sub-consultant's personnel for journeys to site or Owner's Office or anywhere in connection with the study under Scope of this Specification will be borne by the Sub-consultant and the Owner will not take any responsibility whatsoever on this account

### **43.0 ACCESS TO SUB-CONSULTANT'S OFFICE / WORK SITE**

The authorized representative (s) of the Owner shall be provided access to the Sub-consultant's and/or its Associates premises or to the work site at any reasonable time during the currency of this work for expediting, inspection & checking of the progress of the Sub-consultant's work.



**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE**  
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

The non-judicial stamp paper should be in the name of issuing bank

Ref. No.                      Bank Guarantee No.....      Date.....

To,

PFC Consulting Ltd.,  
Urjanidhi, 1-Barakhamba Lane,  
Connaught Place, New Delhi – 110 001

Dear Sirs,

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

We .....(name and address), having its Head Office at .....(herein after referred to as the `Bank`, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/Sub-consultant to the extent of .....as aforesaid at any time upto.....  
(days / month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/Sub-consultant any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/Sub-consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/Sub-consultant. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor/sub-consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/Sub-consultant or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to .....and it shall remain in force upto and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....whose behalf this guarantee has been given.

Dated this ..... Day of ..... 2013.....at .....

WITNESS:

(Authorised Signatories of the Bank)

1.

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official address)

.....  
(Designation with Bank Stamp)

.....

Attorney as per Power of Attorney No/Signature

no.

Dated .....

2.

.....  
(Signature)

.....  
(Name)

.....  
(Official address)

Note: This sum shall be ten percent (10% of the total Contract Price).  
The date shall be nine (9) months from the date of Letter of Award.  
The stamp paper of appropriate value shall in the name of Bank issuing the guarantee.

**PRO FORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

The non-judicial stamp paper should be in the name of issuing bank

Ref: \_\_\_\_\_

Bank Guarantee: \_\_\_\_\_

Date: \_\_\_\_\_

Dear Sir,

In consideration of M/s \_\_\_\_\_ (Hereinafter referred as the 'Owner', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and assigns), having awarded to M/s. \_\_\_\_\_ (hereinafter referred to as the 'Technical Sub-consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award/ Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Sub-consultant. resulting in a Contract valued at \_\_\_\_\_ for \_\_\_\_\_ (Scope of Work)

Contract (hereinafter called the 'Contract') and the Owner having agreed to make an advance payment to the Sub-consultant for performance of the above Contract amounting to \_\_\_\_\_ (in words and figures) as an advance against Bank Guarantee to be furnished by the Sub-consultant.

We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Owner immediately on demand any or, all monies payable by the Sub-consultant to the extent of \_\_\_\_\_ as aforesaid at any time upto @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Sub-consultant. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Sub-consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or the extend the time for performance of the Contract by the Sub-consultant. The Owner shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Owner and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any convenience, contained or implied, in the Contract between the Owner and the Sub-consultant any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these present by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of \the Owner or any other indulgence shown by the Owner or by any other

matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including @ \_\_\_\_\_ and shall be extend from time to time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2013 \_\_\_\_\_  
at \_\_\_\_\_

WITNESS

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Official Address)

\_\_\_\_\_  
Designation (With Bank Stamp)

Attorney/signature No. \_\_\_\_\_

Dated \_\_\_\_\_

Strike out, whichever is not applicable

@ The date will be 6 (six) months from the date of Letter of Award.

Note:1 The stamp papers of appropriate value shall be purchased in the name of bank who issues the 'Bank Guarantee'.