

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

**Bid Invitation**

**for**

**Appointment of Consulting Organization for Obtaining Forest Right Act (FRA) Certificate as per the provisions of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the Coal Block of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP**



**Registered Office**  
**1st Floor, “Urjanidhi” 1, Barakhambha Lane, Connaught Place,**  
**New Delhi – 110 001**

**July 9, 2018**

**PFC Consulting Ltd. invites E-Bids from Consulting Organizations for conducting and Obtaining Forest Right Act (FRA) Certificate as per the provisions of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the Coal Block of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor for 4000 MW Odisha UMPP.”**

a)	Opening date of Tender downloading	July 11, 2018 from 17:00 hrs (IST)
b)	Closing date of Tender downloading	July 26, 2018 till 12:00 hrs (IST)
c)	Submission date of E-bids	July 26, 2018 till 15:00 hrs (IST)
d)	Submission of Pass-Phrase to decrypt the Bid-Part into the ‘Time Locked Electronic Key Box (EKB)	July 26, 2018 (between 15:30 hrs and 17:30 hrs) (IST)
e)	Opening of E-bids bids	July 27, 2018 at 11:00 hrs (IST)

Note: Tender Notice and Tender Document are available on PFC Consulting Ltd. (PFCCL) website and can be downloaded from <https://www.pfcclindia.com> or from the e-Tendering portal <https://www.tcil-india-electronictender.com>. For bid submission, the tenderer will have to necessarily download an official online copy of the tender documents from TCIL’s e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal and website of PFCCL. Printed copy of Tender document will not be sold from PFC Consulting Ltd office.

The Agency shall bear all costs associated with the preparation, submission/participation of bid including cost of registration with TCIL portal. PFCCL (Purchaser) in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process. The Special Instruction to Agencies for E-Tendering are enclosed at **Form - 9**.

***BID INVITATION LETTER***

## **BID INVITATION LETTER**

**Ref: 03/OdishaUMPP-Coal/Vol I**

**July 9, 2018**

To

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**Subject: PFC Consulting Ltd. invites E-Bids from Consulting Organizations for conducting and Obtaining Forest Right Act (FRA) Certificate as per the provisions of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the Coal Block of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP.”**

### **1.0 Project Background**

- 1.1 PFC Consulting Limited (PFCCL) (“Client”) is developing Orissa Integrated Power Limited (OIPL), an SPV created as a wholly owned subsidiary of Power Finance Corporation Limited for setting up of 4000 MW Ultra Mega Power Project in Sundargarh District, in the State of Odisha, as per **“Guidelines for Determination of Tariff through transparent process of bidding for procurement of power from Ultra Mega Power Projects (UMPPs) based on allocation of Captive Coal Block and to be set up on Build, Own and Operate (BOO) basis”** to be issued by Ministry of Power, Govt. of India.
- 1.2 MoP has taken the initiative for facilitating the development of UMPPs under **Guidelines for Determination of Tariff through transparent process of bidding for procurement of power from Ultra Mega Power Projects (UMPPs) based on allocation of Captive Coal Block and to be set up on Build, Own and Operate (BOO) basis**. Central Electricity Authority (CEA) is the Technical partner and Power Finance Corporation (PFC) is the Nodal Agency for the initiative. Orissa Integrated Power Ltd (OIPL) a wholly owned subsidiary of Power Finance Corporation Limited has been incorporated to undertake activities for obtaining various clearances, approvals and linkages including bidding process for selection of developer for Odisha UMPP at Sundargarh district of Odisha as per the Guidelines issued by Ministry of Power, Govt. of India. In accordance to the new Guidelines PFC has incorporated another SPV (Infrastructure SPV) i.e. Odisha Infrapower Limited (OINPL)
- 1.3 The Scope of Work, Eligibility Criteria, Selection procedure and criteria, terms of payment, terms and conditions etc. are given below:

## **2.0 Project Description:**

- 2.1 The annual requirement of fuel for Odisha UMPP has been estimated to about 18-20 MTPA Coal. Captive coal mines namely Meenakshi (285 MT), Meenakshi-B (254MT), Dip side of Meenakshi (299 MT) have been allocated by Ministry of Coal to OIPL for the above purpose. The coal will move from pit head to coal loading point nearby Dhudka chowk through belt conveyer system. In this point, Coal will be loaded mechanically from overhead silos in rakes comprising BOBRN wagons. After loading, the coal would be transported through MGR system of about 72 Kms loop length.
- 2.2 The three coal blocks Meenakshi (3 villages), Meenakshi-B (5 villages), and Dipside of Meenakshi (3 villages) is located in the Hemgiri Tehsil of district Sundargarh in the state of Odisha. Total Land of coal block area is approx. 1308 ha (492 ha for Meenakshi, 486 ha for Meenakshi-B and 330 ha for Dip Side of Meenakshi coal blocks). As per the Draft mining Plan prepared by CMPDIL, the additional land requirement of non-coal bearing area is 97.0 ha for creating the allied infrastructure. The coal block area tentatively involves 84 ha of Reserve/ Protected Forest, 417 Ha Revenue Forest, 236 Ha of Government Land and 638 Ha of Private Land. The additional land requirement involves 33 ha for township, road, workshop, mine infrastructure etc. and about 23.2 ha for conveyor corridor.
- 2.3 Department of Water Resources, Govt. of Odisha has allocated 140 cusecs of water in favour of OIPL from Hirakud Reservoir for development of Odisha UMPP. Wapcos Limited has prepared the Water Pipeline Engineering Report and accordingly water is to be supplied to Odisha UMPP by laying approx. 61 Km Water Pipeline. The route for laying water pipeline corridor has also been prepared Wapcos Limited and submitted to PFCCCL through it's report on Feasibility Report for water Pipe Line Corridor. According, to the Report Feasibility Report for water Pipe Line Corridor the water pipeline corridor passes through three (03) districts i.e. Sambalpur (9 villages), Jharsuguda (14 villages) & Sundargarh (6 villages). The total forest area is approx. 13.47 Ha spread over total pipeline corridor. The Consultant has to carry out the DGPS and Pillar posting (as per the requirement of MoEF &CC & Forest Deptt. Of Odisha) of forest patches lying within the water pipeline corridor.
- 2.4 PFCCCL would provide Certified Coal Block boundary map of ORSAC, Govt. of Odisha indicating the Forest area (Reserve & Revenue) for the Coal Block.
- 2.5 PFCCCL would also provide the Corridor map in the toposheet indicating the Forest patches for Water Pipeline Corridor.
- 2.6 The Agency may take help from the map to access the forest area for conducting FRA.

### **3.0 Scope of Work**

- 3.1 Agency should assist PFCCL for preparing the FRA proposal and subsequent follow up with District Administration and Gram Panchayat for conducting Palli Sabha & Gram Sabha timely.
- 3.2 Agency should arrange Palli Sabha and Gram Sabha in consultation with District Administration, Block Development Office (BDO), village wise Sarpanch & Ward Member of Sundargarh, Jharsuguda & Sambalpur Districts for the Coal Blocks of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP.
- 3.3 The above Palli Sabha and Gram Sabha would be done for Revenue & Reserve /Protected Forest of the Coal Block and Water Pipeline Corridor.
- 3.4 Agency should arrange and facilitate the logistics for conducting successful completion of Palli Sabha in all the villages as per MoEF&CC guidelines of Coal Block area & Water Pipeline Corridor.
- 3.5 As per MoEF&CC guidelines, Agency has to obtain 80 % consent from the Project Affected Families (PAF's) of all the displaced villagers based on latest Voter List of the village for Palli Sabha and Gram Sabha.
- 3.6 Agency has to prepare Palli Sabha and Gram Sabha resolutions and to get it certified from BDO, Sarpanch and concerned District /State Officials.
- 3.7 Agency will obtain and provide FRA Certificate from District Administration to PFCCL for Coal Block & Water Pipeline Corridor.

### **4.0 Deliverables**

- 4.1 Agency should arrange Palli Sabha and Gram Sabha in consultation with District Administration, Block Development Office (BDO), village wise Sarpanch of Sundargarh, Jharsuguda & Sambalpur Districts for the Coal Blocks of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP.
- 4.2 The above Palli Sabha and Gram Sabha would be done for Revenue & Reserve /Protected Forest of the Coal Block and Water Pipeline Corridor.
- 4.3 Agency should arrange and facilitate the logistics for conducting successful completion of Palli Sabha in all the villages as per MoEF&CC guidelines of Coal Block area & Water Pipeline Corridor.

- 4.4 As per MoEF&CC guidelines, Agency has to obtain 80 % consent from the Project Affected Families (PAF's) of all the displaced villagers based on latest Voter List of the village for Palli Sabha and Gram Sabha.
- 4.5 Agency has to prepare Palli Sabha and Gram Sabha resolutions and to get it certified from BDO, Sarpanch and concerned District /State Officials.
- 4.6 Agency will obtain and provide FRA Certificate from District Administration to PFCCL for Coal Block & Water Pipeline Corridor.
- 4.7 Agency has to submit **Fortnightly Progress Report** providing detail activities undertaken for Successful completion of Palli Sabha & Gram Sabha.
- 4.8 The Agency shall submit the above deliverables as per the scope of works indicated in this tender document. Any deliverable not mentioned here but required as per the scope of work for completing the assignment, shall be submitted by the agency.

## 5.0 Time Schedule for Completion of the Work

- 5.1 The zero date shall starts with the issuance of LoA or signing of Agreement whichever is earlier. The schedules for completion of various activities are as follows:

Sl. No.	Deliverables	Time Schedule from the date of issuance of LOA
i)	Agency has to arrange and facilitate for conducting successful completion of Village wise Palli Sabha for the Coal Blocks of Meenakshi, Meenakshi-B and Dipside of Meenakshi and for Water Pipeline Corridor. Agency has to prepare Palli Sabha resolutions and to get it certified from BDO, Sarpanch and concerned District /State Officials	180 days
ii)	Agency has to arrange and facilitate for conducting successful completion of Panchayat wise Gram Sabha for the Coal Blocks of Meenakshi, Meenakshi-B and Dipside of Meenakshi and for Water Pipeline Corridor. Agency has to prepare Gram Sabha resolutions and to get it certified from BDO, Sarpanch and concerned District /State Officials	360 days
iii)	Agency will obtain and provide FRA Certificate from District Administration to PFCCL for Coal Block & Water Pipeline Corridor	480 days

- 5.2 The Agency shall submit the above deliverables as per the scope of works indicated in this tender document. Any deliverable not mentioned here but required as per the scope of work

for completing the assignment, shall be submitted by the Agency. Any activity not mentioned here but required as per the scope of work for completing the assignment, shall be completed within the above completion schedule by the Agency.

5.3 The above completion schedule shall be adhered to under all circumstances. PFCCL may, if satisfied, may grant time extension for any delay in completion of any of the above activities for the reasons not attributable to the Agency.

5.4 The time schedule may increase or decrease as required by PFCCL or for completion of the assignment depending upon sequence of completion of interrelated activity.

## **6.0 Eligibility Criteria**

6.1 The agency should have undertaken at least one assignments as mentioned below:

- (i) Diversion of Forest land
- (ii) Obtaining FRA certificate from Collector
- (iii) Conducted Gram Sabha for SIA Studies under LARR Act 2013

in the last 5 financial years i.e. from Financial Year 2013-14 onwards. The agency is required to submit the documentary proof (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order or any other representative documents etc.) for meeting this eligibility criteria.

6.2 The Agency is required to submit the documentary evidence for meeting the above eligibility criteria as per the format enclosed at Form No.2. Further, CVs of team members must be enclosed with the Bid document and listed at Form-3.

## **7.0 Period of Engagement**

7.1 The period of engagement would be 480 days or till the completion of various activities and obligations under this assignment, whichever is latter.

## **8.0 Basis of Offer**

8.1 The Agency shall quote prices in INR. The price should be quoted on a lump sum basis inclusive of all taxes and duties etc. other than service tax or any other taxes in lieu of service tax as may be applicable.

8.2 The price quoted by the Agency shall be firm.

8.3 No escalation for any reason whatsoever shall be allowed over and above the bid price. The obligation of GST or any other taxes in lieu of GST and educational-cess or any such tax/levy calculated as a percentage of applicable taxes on the date(s) of payment(s) shall be paid /borne by PFCCL over and above the bid price (price to be quoted as per Form-6).



Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the successful Agency by PFCCL.

- 8.4 The Agency shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the Agency without any additional cost to PFCCL.
- 8.5 All travel and boarding / lodging related expenses incurred by the Agencies personnel for journeys to site or PFCCL Office or anywhere in connection with the consultancy services/study under Scope of this Specification will be borne by the Agency and PFCCL will not take any responsibility whatsoever on this account.
- 8.6 The Agency has to make his own independent arrangements for transportation, storage facilities, Tools, tackles, machinery, equipment, etc. and the manpower required to execute the contract.

## **9.0 Submission of Bid**

- 9.1 Bid shall consist of two parts "**Technical Proposal**" and "**Financial Proposal**" and should be duly submitted online using the e-Procurement Portal <https://www.tcil-india-electronictender.com> before the due date. The last date for Bid submission (i.e. Bid Due date) online on e-Procurement Portal <https://www.tcil-india-electronictender.com> would be **July 26, 2018 at 15:00hrs (IST)**.

### **Note:**

- i) The Agency should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation / part scope of work will be considered.
- ii) All the documentary evidence required for meeting the eligibility criteria as per clause 6.0.
- iii) All the documentary evidence required for completing technical evaluation as per clause 10.2(A) & 10.2 (B).
- iv) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order and Completion certificate/ /proof of final payment/ any other relevant documents as a proof for completion of the assignment) to be provided in support of past experience.
- v) Details of key personnel proposed to be deployed are to be provided in Technical bid as per format provided at Forms-3 & 4.

- vi) The Agency should submit a Letter of Authority in favour of the authorized signatory submitting the Bid as per Form -5.
- vii) Adequacy of the proposed Methodology, work Plan, resources and manpower for undertaking the Scope of Works and deliverables as per Form - 7.

9.2 PFCCL may call for any clarifications/ information if required.

9.3 The Forms mentioned in clause 10.2(A) & 10.2 (B) above along with relevant documents including covering letter will form part of tender documents. Each of the above Forms and also other documents to be submitted as per the bidding documents are to be duly signed on each page and stamped as required by the authorized representative of the Agency, which shall constitute the bid.

9.4 Agencies 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 any Agency doing so shall be summarily rejected.

## **10.0 Bid Opening And Evaluation Of Proposals**

### **10.1 Opening of Technical Proposal**

The Technical Proposal will be opened online on **July 27, 2018 at 11:00 hrs (IST)** in the presence of the authorized representatives of the Agency, who wish to be present.

### **10.2 Evaluation of Technical Proposal**

The Technical proposal would be opened and seen for the following:

#### **A) Responsiveness Check**

The responsiveness check will be with respect to the following:

- i) The Technical Proposal should contain Form-1, Form-2, Form-3, Form-4, Form-5 and Form -7 duly filled and signed by the authorised signatory. The Authority Letter shall be submitted as per Form-5.
- ii) The Agency should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ conditional scope of work will be considered.
- iii) Details of past experience and other relevant documents for meeting the eligibility requirements are to be provided in Technical Bid as per format at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase

Order or any other related documents etc. and proof of satisfactory completion for assignments handled from their Clients.) to be provided in support of past experience.

- iv) Adequacy of the proposed Methodology, Work Plan, Resources and manpower and capability know-how are to be provided in responding to the Scope of Work as per Form - 7.
- v) Details of composition of Team and Team Leader proposed to be deployed are to be provided in Technical bid as per format provided at Form- 4.

10.3 PFCCL may call for any clarifications/ information if required. Bid of any firm 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**

- i) The Agency are technically evaluated on the basis of eligibility in accordance to clause 6.0. The Agencies are required to submit the documentary evidence in support of claiming the above experience and details shall be furnished as per Form-2. The Agency not fulfilling the criteria in accordance to clause 6.0 would not be qualified for opening of financial Proposal.

## **11.0 Opening of Financial Proposal**

11.1 The “**Financial Proposal**” would be opened only for the technically qualified Agency. The date and time of opening of the “Financial Proposal” of the technically qualified Agency will be intimated along with qualifications of the technically qualified Agency. The Financial Proposal will be opened in the presence of the authorized representatives of the Agency, who wish to be present.

## **11.2 Financial Proposal Evaluation**

- 11.2.1 Financial Proposals of only such Agency will be opened online who have been declared Technically Qualified. Financial Proposal of Agencies, technically not qualified will not be opened.
- 11.2.2 The assignment will be awarded to the technically qualified Agency who has quoted lowest Lump Sum price, in Indian Rupees, without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected out rightly.

**Note: In case of tie of financial proposal, the consultancy assignment should be awarded to the Agency having more experience claimed as per format no- 2.**

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

- 12.1 Team composition and CV of team member to be deployed for the assignment are provided as per Form -3 & 4.

## **13.0 Submission of Progress Report and Progress Review Meetings**

- 13.1 The Agency shall submit progress report every fortnight clearly specifying the progress achieved during the period and targets for the next 15 days to achieve the schedule targets as per schedule. If the work is not progressing as per schedule, then the agency shall clearly pin point the cause of the delay along with remedial measures so that no further delay should take place.

## **14.0 Contract Performance Guarantee (CPG)**

- 14.1 In the event of an award, the selected Agency (Agency), within thirty (30) days of issue of Letter of Award from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to 10% (Ten Percent) of the total consultancy fee. The CPG should be as per PFCCL's proforma.
- 14.2 The CPG should be kept valid upto 18 (Eighteen) months from the Letter of Award which may be extended further if demanded by PFCCL.

## **15.0 Contract Agreement**

- 15.1 In the event of award, the selected Agency ("Agency") will be required to enter in to a Contract Agreement with the PFCCL within 15 (fifteen) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL.
- 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 Agency from Delhi State.
- 15.3 The Agreement will be signed in two originals and the Agency shall be provided with one signed original Agreement
- 15.4 The date 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.

## **16.0 Validity of Bid**

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

## **17.0 Terms of Payment**

17.1 The payment terms are as follows:

<b>Sl. No.</b>	<b>Description</b>	<b>Payments as % of Lump Sum Price</b>
i)	Notification from District Administration for Conducting Village wise Palli Sabha for Coal Block area	5%
ii)	Notification from District Administration for Conducting Village wise Palli Sabha for Water Pipeline Corridor	5%
iii)	Certified Village wise Palli Sabha resolutions from BDO, Sarpanch and concerned District /State Officials for Coal Block area	15%
iv)	Certified Village wise Palli Sabha resolutions from BDO, Sarpanch and concerned District /State Officials for Water Pipeline Corridor	15%
v)	Notification from District Administration for Conducting Panchayat wise Gram Sabha for Coal Block area	5%
vi)	Notification from District Administration for Conducting Panchayat wise Gram Sabha for Water Pipeline Corridor	5%
vii)	Certified Panchayat wise Gram Sabha resolutions from BDO, Sarpanch and concerned District /State Officials for Coal Block area	15%
viii)	Certified Panchayat wise Gram Sabha resolutions from BDO, Sarpanch and concerned District /State Officials for Water Pipeline Corridor	15%
ix)	FRA Certificate from District Administration to PFCCL for Coal Block area	10%
x)	FRA Certificate from District Administration to PFCCL for Water Pipeline Corridor	10%

17.2 The obligation of General Goods & Service Tax (GST) or any other taxes in lieu of service tax and educational-cess or any such tax/levy calculated as a percentage of applicable taxes on the date(s) of payment(s) shall be paid /borne by PFCCL over and above the bid price (price to be quoted as per Form-6). Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the successful Agency by PFCCL.

17.3 The Agency shall submit the bills in duplicate to PFCCL, as per terms of payment indicating the milestone/activity achieved.

17.4 All expenses incurred by the selected agency (except statutory payments and applicable taxes) for carrying out the assignment will be borne by the selected agency and PFCCL will not take any responsibility whatsoever on this account.

#### **18.0 Other Terms & Conditions**

- i) The overall responsibility in obtaining the necessary approvals / clearances / consents from the concerned authorities lies with the Agency. The Agency shall provide necessary assistance including follow up and also obtain the necessary approvals / clearances.
- ii) The financial proposal by the Agencies shall be in Indian Rupees as per format enclosed (Form 6) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- iii) The Agency shall make available the services of the identified personnel as may be required for successful completion of the assignment and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.
- iv) All claims shall be raised by the Agency 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 CEO.
- v) In case there is a delay by the Agency in accomplishing the deliverables which in the opinion of PFCCL is attributable to the Agency, PFCCL reserves the right to get such specific work(s) done through any other agency(ies) at the risk and cost of the Agency for timely completion of the deliverables.
- vi) In case the performance of the proposed team member(s) is not satisfactory, the Agency 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.
- vii) Consultant may engage a sub-consultant for the performance of any part of the sub activity, Provided that:

- a. That the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by PFCCL prior to the engagement of the sub-consultant, and
  - b. That the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- viii) PFCCL reserves the right to cancel the contract at any stage of the work, in case any information given at the time of submission of the bid in respect of team / team member(s) is found to be incorrect.
- ix) Given the nature of the work being entrusted, the firm 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 firm could be terminated.
- x) If due to any reason or decision of the Govt. / PFCCL, the Assignment is dropped and the Agency is directed to discontinue work, the “Drop Dead Fee” would be limited to the payments received by the Agency and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- xi) **Conflict of Interest:** Organizations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL’s consulting business in future. Without limitation on the generality of the foregoing, organisation would not be hired, under the circumstances set forth below:
  - a) Organisation who have business or family relationship with member(s) of PFC’s and/or PFCCL’s employees or persons positioned in or on the Board of these two organisation by whatever process, would not be engaged. A declaration to this effect would be taken from the organisation when being engaged, and if found incorrect, the organisation would be debarred from any further engagement by PFCCL ever.
- xii) The Agency 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 Agency, or the Agencies personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance
- xiii) PFCCL reserve the right to accept or reject all Proposals/Offeres or annul the bid Process or modify/ change the content of the bid document without assigning any reason.

- xiv) PFCCL reserve the right to accept or reject any lower offer and / or split the work between more than one Agency without assigning any reason thereof.
- xv) 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.
- xvi) PFCCL shall not issue any material for the work. All the materials should be strictly as per the scope of work and relevant specifications. The agency has to make their own arrangements for construction water and electricity required for smooth execution of the work at their own cost.
- xvii) The selected agency shall be liable to comply with provisions under various labour legislation. Besides other obligations under the labour legislation, the agency is required to ensure payment of Minimum Wages under the Minimum Wages Act, grant of leave as per the notification of chief labour commissioner, Provident fund under the Provident Funds Acts, Compensation under the workmen Compensation Act, Maternity leave under Maternity Act, Retrenchment compensation etc. The selected agency shall indemnify the Corporation against all claims, damages compensations, damages on account of his failure to comply with statutory provisions.
- xviii) The financial proposal by the agency shall be in Indian Rupees as per format enclosed (Form 2) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- xix) The selected agency 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.
- xx) All claims shall be raised by the selected agency 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.
- xxi) In case there is a delay by the selected agency in accomplishing the work as per scope of work which in the opinion of PFCCL is attributable to the selected agency, PFCCL reserves the right to get such specific work(s) done through any other Agency(ies) at the risk and cost of the selected agency for timely completion of the work.
- xxii) The selected agency shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the selected agency, or its personnel.



xxiii) No offer should be sent by Fax or E-mail.

xxiv) Offers received in the designated office after the due time and date mentioned above shall not be considered.

xxv) 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.

xxvi) PFCCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.

Yours sincerely,  
**For and on behalf of PFC Consulting Ltd.**

**(Shwetabh Verma)**  
**Sr. Manager**

Encl.: As above



***BID FORMS AND PROFORMA***

## FORM – 1: COVERING LETTER

From: \_\_\_\_\_ To: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: PFC Consulting Ltd.,  
Address: Statesman House,  
13<sup>th</sup> Floor, 'A Wing',  
1, Barakhamba Lane,  
Connaught Place, New Delhi - 110001

Sir,

**Sub: Selection of an Agency for Obtaining Forest Right Act (FRA) Certificate as per the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the Coal Block of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP**

1. We \_\_\_\_\_ (Name of agency) herewith enclose Technical & Financial proposal for selection of an Agency for Obtaining Forest Right Act (FRA) Certificate as per the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the Coal Block of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP.
2. We are submitting our bid consisting of:
  - i) **Technical Bid** in a sealed envelope consisting of:
    - a) Form-1, Form-2, Form-3, Form-4, Form-5 and Form -7 duly filled and signed by authorised signatory and authority letter as per Form-5.
    - b) The Agency should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation / part scope of work will be considered.
    - c) All the documentary evidence required for meeting the eligibility criteria as per clause 6.0.
    - d) All the documentary evidence required for completing evaluation as per clause 10.2(A) & 10.2 (B).
    - e) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order and Completion certificate/ /proof of final payment/ any other relevant documents as a proof for

completion of the assignment) to be provided in support of past experience.

- f) Details of key personnel proposed to be deployed are to be provided in Technical bid as per format provided at Forms-3 & 4.
  - g) The Agency should submit a Letter of Authority in favour of the authorised signatory submitting the Bid as per Form -5.
  - h) Adequacy of the proposed Methodology, work Plan, resources and manpower, capability know-how for undertaking the Scope of Works and deliverables as per Form - 7.
- ii) **Price Offer** should be submitted online as per format provided at Form 6 of Bid document.

3. \_\_\_\_\_ [Name and contact information of one of the team member] shall be the Team Leader for the assignment.
4. We declare that the quoted lump sum fee is firm and shall remain valid for the entire period of the consultancy assignment excluding statutory costs, if any. We further declare that the above quoted fee includes all taxes, duties & levies etc. other than service tax payable by us under this consultancy assignment.
5. We hereby confirm that if any Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
6. We confirm that the prices and other terms and conditions of this proposal are valid for a period of 120 days from the date bid submission.
7. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the `Deliverables` and `Terms of payment` clauses as stipulated in the bid documents. 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.
8. We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
9. We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.
10. We confirm and certify that all the information / details provided in our bid are true and correct.

11. We give our unconditional acceptance to the Bid Documents issued by PFCCL, as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.
12. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the 'Bid Document'. The proposal is unconditional.
13. 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.
14. We certify that all the information provided in our bid, including the information regarding the team members are true.
15. Further, we undertake that in the event of our appointment as Agency, 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.
16. We declare that the services will be rendered strictly in accordance with the specifications and guidelines of MoEF. We confirm our acceptance/compliance to the 'Terms of payment' clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee for ten (10) % of the total consultancy fee in the form of bank guarantee or Demand Draft shall be provided by us as per the prescribed format in case of placement of award.
17. We declare that the services will be rendered strictly in accordance with the specifications and guidelines of MoEF.
18. We confirm and certify that all the information / details provided in our bid are true and correct.
19. We give our unconditional acceptance to the Bid Documents issued by PFCCL and as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.
20. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, payment terms and all other terms and conditions as contained in the 'Bid Document'. The proposal is unconditional.

21. We certify that all the information provided in our bid are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract.

Signature of Authorized Person

Name

Designation & seal

Date:

Place:

## FORM – 2: EXPERIENCE OF ORGANISATION

1. Brief Description of the Organisation:

2. Outline of experience on assignments:

Sl. No.	Name of Assignment with work order no. and date	Name of Client & address	Date of Commencement	Date of Completion	Scope in brief
1					
2					
3					
4					

1. It is hereby certified that the above mentioned details are true and correct.

2. It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments

Signature of Authorized Signatory

Full Name

Address

Note:

- 1. The Agency's relevant experience in respect of obtaining FRA Certificate from last three (03) years from the date of issue of the tender will be considered.*
- 2. Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/Lol/Purchase Order/ or any other representative documents etc.*



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

	Name
	<u>Team Members</u>
	Team Leader
1	
2	
3	
4	
...	

Signature of Authorized Signatory

Full Name

Address

#### FORM – 4: CURRICULUM VITAE FOR EACH MEMBER OF AGENCY TEAM

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

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

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

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

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

Experience:

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

Language:

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

#### **Certification:**

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

Signature of Team member

Full Name

Date

Signature of Authorised Signatory

Full Name

Date

**FORM – 5: AUTHORISATION LETTER**  
(ON THE LETTER HEAD OF THE ORGNISATION /FIRM)

We authorize \_\_\_\_\_ [Name of the person], who is employed and holding the position of .....[Designation] in our Company, to submit bid on our behalf and do all such acts, deeds and things necessary in connection with or incidental to submission of Bids for ..... [Name of the Bid]. The Signature of the Authorized Person is also attested herewith.

Signature of Authorized Person:

Full Name:

Designation:

Signature:

Full Name:

Designation:

Address:

(Seal)

**FORM – 6: SCHEDULE OF PRICE BID**

(To be submitted as Financial Proposal in Second Envelope)

**Sub: Selection of an Agency for Obtaining Forest Right Act (FRA) Certificate as per the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the Coal Block of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP**

I \_\_\_\_\_ (Name) on behalf of \_\_\_\_\_ (Name of the agency) herewith submit the Financial Proposal for Obtaining Forest Right Act (FRA) Certificate as per the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the Coal Block of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP.

Sl. No	Description	Unit	Total Lump Sum Price in INR
1	Conducting and Obtaining Forest Right Act (FRA) Certificate as per the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the Coal Block of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP complete in all respect as per scope of works	Lump sum	
	<b>Total Lump Sum Price</b>		

**Note:**

- The price offer for the Assignment should be quoted on a lump sum basis inclusive of all taxes and duties etc. other than service tax as may be applicable. Any statutory fees/payments to the Government authorities shall be made by PFCCCL. No escalation for any reason whatsoever shall be allowed over and above the bid price.*
- The obligation of General Goods & Service Tax (GST) or any other taxes in lieu of service tax and educational-cess or any such tax/levy calculated as a percentage of applicable taxes on the date(s) of payment(s) shall be paid /borne by PFCCCL over and above the bid price (price to be quoted as per Form-6). Income tax at source will be deducted by PFCCCL as per the applicable law and regulation and TDS certificate shall be issued to the successful Agency by PFCCCL*
- All related travel expenses incurred by the Agency's personnel for journeys to site or PFCCCL Office or anywhere in connection with the consultancy services/study under Scope of this Specification will be borne by the Agency and PFCCCL will not take any responsibility whatsoever on this account.*
- The financial proposal with condition(s) or alternate price bid will be summarily rejected.*

Seal

Authorised Signatory

Full Name

Address

**FORM -7**

**THE PROPOSED METHODOLOGY, WORK PLAN, RESOURCES AND MANPOWER  
FOR UNDERTAKING THE TASKS AS PER SCOPE OF WORK AND DELIVERABLES**

Agency`s Name & Address

To  
PFC Consulting Limited  
(A wholly owned subsidiary of Power Finance Corporation Ltd.)  
First Floor, "Urjanidhi", 1-Barakhamba Lane  
Connaught Place  
New Delhi-110 001

Dear Sir,

We hereby enclose a brief write up on the proposed methodology to be adopted for **Obtaining Forest Right Act (FRA) Certificate as per the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the Coal Block of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP** indicating the following:

- i) Approach Methodology and Work Plan in responding to scope of work and deliverables
- ii) Resources available for performing the assignment.
- iii) Key Personnel and their Task Assignment for Completing the Assignment

Authorised Signatory:

Full Name:

Address:

(Seal)

## FORM - 8

The stamp paper of appropriate value shall be in the name of Bank issuing the guarantee.

### **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 `Agency` which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) by issue of Owner's Letter of Award (LoA) No .....dated .....and the same having been unequivocally accepted by the Agency resulting into a contract valued at Rs. ....(Rupees ----- only).....for the Scope of Work given in LoA and the Agency 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 Agency 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 Agency any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Agency 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 Agency. 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 Agency, 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 Agency 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 Agency and notwithstanding any security or other guarantee that the Owner may have in relation to the Agency 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 ..... 2018.....at .....

WITNESS: (Authorised Signatories of the Bank)

1.

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official address)

.....  
(Designation with Bank Stamp)

No/Signature no.

Attorney as per Power of Attorney

Dated .....

2.

.....  
(Signature)

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

Note:

1. This sum shall be ten percent (10% of the total Contract Price).
2. The validity period of BG should be 15 (Fifteen) months.

## **CONTRACT AGREEMENT**



## **CONTRACT AGREEMENT FOR CONSULTANCY SERVICES**

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of the month of \_\_\_\_\_ 2018, between:

**PFC Consulting Limited** (a wholly owned subsidiary of Power Finance Corporation Limited, a Government of India Company) incorporated under the Indian Companies Act 1956, having its registered office at first Floor, 'Urjanidhi', Barakhamba Lane, Connaught Place New-Delhi-110001 hereinafter referred to as "Owner" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

AND

\_\_\_\_\_ a Company incorporated under the Indian Companies Act, 1956, having its registered office at \_\_\_\_\_

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

WHEREAS the Owner is in the process of appointment of Technical Consulting Organization for **Conducting & Obtaining Forest Right Act (FRA) Certificate as per the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the Coal Block of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP.**

AND WHEREAS the Owner is intending to hire an experienced and qualified Agency who has undertaken similar projects and is capable of providing consultancy services in conjunction with other specialist Agencies, and personnel for providing "Services" and advice in regard to the "Consultancy Service Package" for the Project.

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

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

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

### **1.0 GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the Project.
- (b) "Contract" means this Contract together with all Appendices, Attachments, Exhibits and Schedules and including all modifications made in accordance with the provisions of Clause 12 hereof between the Owner and the Agency.
- (c) "Agency" means \_\_\_\_\_ Company and also includes any other Agencies or sub-Agencies as may be appointed by the Agency herein with the written approval of the owner, for providing of the services to the Owner in Award of the Project.
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed or exchanged among the parties pursuant to this Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof;
- (f) "Personnel" means persons hired by the Agency or by his Sub -Agency as employees, for the purposes of rendering services or any part thereof; Personnel includes:
  - (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
  - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Agency, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the Agency has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Agency has been made.
- (j) "Project" means "undertaking various consultancy works related to coal block for **Conducting & Obtaining Forest Right Act (FRA) Certificate as per the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the Coal Block of Meenakshi, Meenakshi-B and Dipside of Meenakshi and Water Pipeline Corridor of 4000 MW Odisha UMPP.**"
- (k) "Services" means the works to be provided/performed by the Agency and/or, the Sub-Agencies for completion of various tasks as described in Appendix A hereto;
- (l) "Starting Date" means the date referred to in Clause 3.3 hereof;

(m) "Sub Agency" means any person/entity to whom the Agency subcontracts for any part of the Services in accordance with the provisions of Clause 5.5 hereinafter; and

(n) "Third Party" means any person or entity other than the Owner, the Agency or his Sub-Agency.

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

(a) The Agency shall render/perform services at Delhi/Odisha (based on requirements of assignments) and at the Project site at **Coal blocks in Sundargarh and Water Pipeline Corridor in Sambalpur, Jharsuguda & Sundargarh District.**

(b) The Agency also undertakes to perform/render services at other location or elsewhere as required for the Odisha of project or as specified by the Owner from time to time. The Owner shall not bear any extra expenses/cost if, any, incurred by the Agency for providing services at other location.

## **3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT**

### **3.1 Commencement of Contract**

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

### **3.2 Termination of Contract for Failure to Become Effective**

(a) If this Contract has not become effective within 15 days from effective date the Owner has the right to declare the same to be null and void, and in the event of such a declaration the Agency shall not have any claim against the Owner.

(b) In case the contract is rendered null and void on account of failure/inaction on the part of the Agency, the Agency shall be liable to pay damages to the Owner.

### **3.3 Commencement of Services**

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

### **3.4 Expiration of Contract**

(a) Unless terminated earlier pursuant to Clause 10 hereof, this Contract shall expire after the Agency has performed all his Services as per the terms and conditions envisaged in this Contract and the Owner has issued a 'No claim Certificate' to the Agency. The Owner shall issue the "No claim certificate" after being satisfied that the Agency has performed/rendered all the services to the satisfaction of the Owner, as per the contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Agency has been made.

#### **4.0 Contract Performance Guarantee**

- 4.1 The Agency within 30 days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Bank Guarantee as per Performa attached as Section-2 of bid document, from any Bank towards performance of the Contract. The guarantee amount shall be equal to ten percent (10%) of the contract price in accordance with the terms and conditions specified in the contract and in the Bid Documents. The guarantee shall be valid until after expiry of a period of 6 months from the date of issue of No Claim Certificate by the Owner.
- 4.2 The Contract Performance Guarantee is intended to secure the performance of the entire contract and shall not be construed as limiting the damages stipulated in other clauses in the Bid Documents.
- 4.3 The Performance Guarantee will be returned to the Agency without any interest at the end of the Guarantee Period.

#### **5.0 OBLIGATIONS OF THE AGENCY**

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

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

##### **5.2 COMPLIANCE WITH RULES AND REGULATIONS**

- 5.2.1 The Agency agrees that it shall be responsible and liable to comply with and also undertakes to ensure and be responsible for compliance by the Sub Agencies, agents of the Agencies and Sub-Agencies and Personnel, with all the rules and regulations of various concerned government authorities and departments for the services rendered under this agreement.

##### **5.3 CONFLICT OF INTEREST**

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

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

- 5.4.1 Payment to the Agency shall constitute the Agency's only payment in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to

this Contract or to the Services or in the discharge of their obligations under the Contract, and the Agency shall use their best efforts to ensure that the Personnel, any Sub-Agency, and agents of either of them similarly shall not receive any such additional benefits.

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

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

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

- 5.6.1 The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agency(ies) and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

#### **5.7 Insurance to be taken out by the Agency**

- 5.7.1 The Agency shall take out and maintain, and shall cause its Sub-Agency(ies) to take out and maintain, at their own cost, insurance against risks etc.

#### **5.8 Liability of the Agency**

- 5.8.1 The Agency and each of his Members (Agency personnel, sub-Agency, sub-Agency personnel) shall be jointly and severally liable to the Owner for the performance of the Services under this Contract and further for any loss suffered by the Owner as a result of a default of the Agency or his members in such performance, subject to the following limitations:

- (a) The Agency shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Agency, its Sub-Agency or the Personnel of either of them; and
- (b) The Agency shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

#### **5.9 Agency Action Requiring Owner's Prior Approval**

- 5.9.1 The Agency shall obtain the Owner's prior approval in writing before taking any of the following actions:
- (a) appointing personnel to carry out any part of the Services, including the terms and conditions of such appointment ;

(b) entering into a subcontract with the Sub Agency for the performance of any part of the Services, it being understood:

(i) That the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by the Owner prior to the award of the subcontract, and

(ii) That the Agencys shall remain fully liable for the performance of the Services by the Sub-Agency and its Personnel pursuant to this Contract;

#### **5.10 Reporting Obligations**

5.10.1 The Agency shall submit to the Owner the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix, including any supporting data required by the Owner.

#### **5.11 Documents Prepared by the Agency to Be the Property of the Owner**

5.11.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Agency in performing the Services shall become and remain the property of the Owner, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof.

### **6.0 AGENCYS' PERSONNEL**

#### **6.1 Agreed Personnel**

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

#### **6.2 General**

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

#### **6.3 Description of Personnel**

6.3.1 The titles, job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Agency Personnel are described in **Appendix C**.

6.3.2 If required to comply with the provisions of the Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in **Appendix C** may be made by the Agency by written notice to the Owner, provided:

(i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger.

- (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract. Any other such adjustments shall only be made with the Owner's written approval.

6.3.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated periods of engagement of Personnel set forth in **Appendix C** may be increased by agreement in writing between the Owner and the Agency, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract.

#### 6.4 **Removals and/or Replacement of Personnel**

6.4.1 Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.

6.4.2 If the Owner:

- i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Agency shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.

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

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

### 7.0 **OBLIGATIONS OF THE OWNER**

7.1.1 **Payment** - In consideration of the Services performed by the Agency under this Contract, the Owner shall make to the Agency such payments and in such manner as is provided by **Clause 8** of this Contract.

### 8.0 **Payments to the Agency**

#### 8.1 **VOID**



## **8.2 Mode of Payment**

- 8.2.1 Payments will be made by the Owner to the Agency in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.
- 8.3 The Agency shall submit the bills in duplicate to PFCCL addressed to CEO, PFCCL or to an executive authorized by CEO, PFCCL, indicating the stage achieved, out of the ones indicated above.
- 8.4 The Owner shall cause the payment of the Agency as per the above given schedule of payment within sixty (60) days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Agency or his members (sub Agency) is not satisfactory and not in accordance with the work program/schedule.
- 8.5 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Terms of Reference (**Appendix-A** and **Appendix-B**) and after the issuance of No Claim Certificate.
- 8.6 All payments under this Contract shall be made to the account of the Agencies with:

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

## **9.0 Suspension**

- 9.1 The Owner may, by written notice of suspension to the Agency, suspend all payments to the Agency and invoke Performance Bank Guarantee hereunder:
- (a) if the Agency fails to perform any of its obligations under this Contract, including carrying out of the Services, provided, that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension
- or**
- (b) if at any stage it is found that the Agency has provided any wrong information/ false information/ mis-represented the fact.

## **10.0 Termination**

### **10.1 By the Owner**

- 10.1.1 The Owner may terminate this contract, by issuing a written notice not less than thirty (30) days, from the date of occurrence of any of the events as specified in sub clause (a) to (e) of this Clause.
- 10.1.2 The Owner may terminate this contract, by issuing a written notice not less than sixty (60) days, from the date of occurrence of the event as specified in sub clause (f) of this Clause.



- (a) if the Agency fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) if the Agency fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 18 hereof;
- (c) if the Agency submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Agency know to be false;
- (d) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if Agency become Bankrupt and the company has been wound up through liquidation proceedings.
- (f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

## 10.2 Cessation of Rights and Obligations

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

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

## 10.3 Cessation of Services

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

## 10.4 Payment upon Termination

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

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

- (b) Reimbursable expenditures pursuant to **Clause 8** hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) to (b) of **Clause 10.1** hereof, reimbursement of cost duly supported by the documentary evidence incident to the prompt and orderly termination of the Contract.

## **11.0 Force Majeure**

### **11.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event or circumstance or combination of events and circumstances, the occurrence of which is beyond the reasonable control of either party and which materially affects the performance by either Party of its obligations under this agreement, provided such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected party and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) It is however agreed that 'Force Majeure' shall not mean or include:
  - (1) any event caused by the negligence or intentional action of a Party or such Party's Sub-Agency or agents or employees, nor
  - (2) any event which a diligent Party could reasonably have been expected take into account at the time of the Award of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) The Agency shall not be paid /reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

### **11.2 No Breach of Contract**

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

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

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

### **11.4 Extension of Time**

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

### **11.5 Liquidated Damages**

VOID

### **11.6 Consultation**

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

### **12.0 Amendment/Modification**

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

### **13.0 Amicable Settlement**

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

## **14.0 FAIRNESS AND GOOD FAITH**

### **14.1 Good Faith**

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

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

- 14.2.1 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause 18 hereof.

## **15.0 Taxes and Duties/Change in Law**

- 15.1 It is hereby agreed between the parties that the Agency and its personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Owner shall deduct the taxes, duties and levy whatsoever as may be lawfully imposed.

## **16.0 Confidentiality**

- 16.1 The Agency, their Sub-Agency and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or Confidential Information relating to the Project, Services, under this Contract or any information pertaining to the Owner's business or operations without the prior written consent of the Owner.

## **17.0 Law Governing Contract**

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

## **18.0 Settlements of Disputes/ Arbitration**

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

- 18.2 In the event, the parties are unable to resolve such dispute/difference amicably within **ninety (90)** days after the same has arisen then the dispute shall be referred to arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and such arbitration shall be conducted in accordance with the rules of ICA. The place of arbitration shall be New Delhi or any other place mutually agreeable by the parties and the language of arbitration shall be English
- 18.3 The Arbitration shall be conducted by panel of 3 Arbitrators, one to be appointed by each party and third Arbitrator to be appointed by two Arbitrators as the Chairman of the Tribunal.
- 18.4 The Parties agree that the arbitrator's decision shall be final and conclusive. The costs of arbitration (including without limitation, those incurred in the appointment of the arbitrators) shall be borne equally by the Parties hereto; however each Party shall pay its respective legal charges. The Award shall be final and binding and non-appeal able. Judgment on the award may be entered and enforced in any court of competent jurisdiction. By execution and delivery of this Agreement, each Party agrees and consents to the jurisdiction of the aforesaid arbitration panel and solely for the purpose of enforcement of an arbitral award, as referred to hereinabove, in any court of competent jurisdiction for itself and in respect of its property and waives in respect of both itself and its property, any defence it may have to or based on sovereign immunity, jurisdiction, improper venue or inconvenient forum.

## **19.0 General Provisions**

### **19.1 Language**

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

### **19.2 Headings**

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

### **19.3 Notices**

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

1. For the Owner: **PFC Consulting Limited.**  
**(A Subsidiary of Power Finance Corp. Ltd.)**  
**Statesman House**  
**13<sup>th</sup> Floor, A-Wing, Barakhamba Lane,**  
**Connaught Place,**  
**New Delhi - 110001**

Facsimile:            Attention:            Mr. \_\_\_\_\_  
                               011-23443990

2. For Agency:

Attention: \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_ **Email :** \_\_\_\_\_

19.3.2 Notice will be deemed to be effective as follows:

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

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

#### 19.4 Authority of Agency in Charge

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

## 19.5 Authorised Representatives

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

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

## 19.6 WAIVER OF RIGHT

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

## 19.7 SEVEREABILITY CLAUSE

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

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

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

FOR AND ON BEHALF OF  
[OWNER]

By :  
Authorized Representative

FOR AND ON BEHALF OF  
[AGENCY]

By :  
Representative

Authorized

## ***LIST OF APPENDICES***

### **Duties of the Agency**

#### *Description of the Services*

- A - Detailed descriptions of the Services to be provided as per scope of work and deliverables indicated in Bid invitation Letter of Bid Document, letter of the bidding ; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc.

### **Reporting requirements**

- B - Format, frequency and contents of reports; persons to receive them; dates of submission; etc.

### **Agency Personnel**

- C - Titles and names, [if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work in India, and man-months for each.

### **Duties of the Owner**

- D - Services, facilities, to be made available to the Agency by the Owner.

### **Letter of Award**



***DESCRIPTION OF THE SERVICES***

The Agency has to provide services as detailed below as per scope of work and deliverables indicated in Bid invitation Letter of Bid Document/LoA, letter of the bidding; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc. which is required for the successful completion of the assignment

Authorized /designated  
**Representative of Owner**

Authorized /designated  
**Representative of Agency**

***REPORTING REQUIREMENTS***

1. The Deliverables, Time Schedule and the Completion period will be as indicated below or as agreed from time to time::

Authorized /designated  
**Representative of Owner**

Authorized /designated  
**Representative of Agency**

**AGENCY KEY PERSONNEL**

**List of key Personnel to be assigned to the assignment**

Authorized /designated  
Representative Of Owner

Authorized /designated  
Representative of Agency

***DUTIES OF THE OWNER***

Owner will provide all assistance to the Agency in facilitating the studies and surveys to be conducted at site.

Authorized /designated  
**Representative of Owner**

Authorized /designated  
**Representative of Agency**

## **Form – 9: SPECIAL INSTRUCTIONS TO AGENCYS FOR E-TENDERING**

### **General**

The Special Instructions (for e-Tendering) supplement ‘Instruction to Agencys’, as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, PFC Consulting Ltd. has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System (ETS). Benefits to Suppliers are outlined on the Home-page of the portal.

### **Instructions**

#### **Tender Bidding Methodology:**

- a. Electronic Bid System**
- b. Pre-qualification followed by Bidding**
- c. Single Stage Two Envelope (Technical & Financial)**

#### **Broad Outline of Activities from Agency’s Perspective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS
7. Clarification to Tender Documents on ETS
  - i) Query to **PFC Consulting Ltd.** (Optional)
  - ii) View response to queries posted by **PFC Consulting Ltd.**
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
  - i) Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
  - i) Respond to **PFC Consulting Ltd.** Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
  - i) Opening of relevant part (i.e. Financial-Part)  
(Only for Technical Responsive Agency)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### **Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital

Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer<http://www.cca.gov.in>].

### Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com> vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
<b>Telephone/ Mobile</b>	Customer Support: +91-11-26202699(Multiple Lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
<b>E-mail ID</b>	ets_support@tcil-india.com

PFC Consulting Ltd. Contact	
<b>Contact Person</b>	Mr. Shwetabh Verma
<b>Telephone</b>	011-23443808 [between 9:00 hrs to 17:30 hrs on working days]

### Some Bidding related Information for this Tender (Sealed Bid)

The Agency has to submit Bid document by **July 26, 2018 till 15:00 Hrs (IST)** online on TCIL portal. The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Technical Part
  - Financial Part

- Submission of digitally signed copy of entire Tender Documents/Addendum

### **Offline Submissions:**

No offline submission is required.

*Note: The Agency should also upload the scanned copies of all the documents as Bid-Annexure during Online Bid-Submission.*

### **Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software, Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Agency himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bidencryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All Agency must fill Electronic Forms for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main-Bid. For transparency, the information submitted by a Agency in the Electronic Forms is made available to other Agency during the Online Public TOE. If it is found during the Online Public TOE that a Agency has not filled in the complete information in the Electronic Forms, the TOE officer may make available for downloading the corresponding Main-Bid of that Agency at the risk of the Agency. If variation is noted between the information contained in the Electronic Forms and the 'Main-Bid', the contents of the Electronic Forms shall prevail. Alternatively, **PFC Consulting Ltd** reserves the right to consider the higher of the two pieces of information (e.g the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g the lower price) for the purpose of payment in case that Agency is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each Agency during the TOE itself, when demanded by the concerned Tender Opening Officer.

**The Agency shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE.** The process of submission of this Pass-Phrase in

the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the PFC Consulting Ltd.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

### **Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of Agency can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of Agency (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to **PFC Consulting Ltd.** office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating Agency representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the Agency himself (during the TOE itself), salient points of the Bids (as identified by the **PFC Consulting Ltd.**) are simultaneously made available for downloading by all participating Agency. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Agency. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating Agency for 'Viewing/Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

### **Other Instructions**

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Centre**.

The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.



Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### **SIX CRITICAL DO'S AND DON'TS FOR AGENCYS**

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for AGENCYS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each Agency to remember and securely store the Pass-Phrase for each Bid-Part submitted by that Agency. In the event of a Agency forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the Agency to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.*

#### **Minimum Requirements at Agency's End**

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 or above)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)