

# **PFC CONSULTING LIMITED**

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

## **Electronic Tender Document**

**For**

### **Appointment of Consultant**

**for**

### **Preparation of Detailed Project Report (DPR)**

**for**

### **Smart Grid in Ranchi City in the State of Jharkhand**



#### **Registered Office**

1st Floor, "Urjanidhi" 1, Barakhambha Lane, Connaught Place,  
New Delhi – 110 001

#### **Corporate Office :**

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**July 14, 2017**

**E-Tender Notice No.: 03/ Smart Grid/Ranchi/2017****July 14, 2017**

**PFC Consulting Ltd. invites E-Tenders for “Appointment of Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City in the State of Jharkhand”.**

|    |  |  |
|----|--|--|
| a) | Opening date of Tender downloading   | 14 July, 2017 at 1700 hrs IST onwards                |
| b) | <b>Pre Bid meeting at Conference Hall, JBVNL Office, HEC Building, Dhruva (Ranchi)</b> | 21 July, 2017 at 1130 hrs IST onwards                |
| c) | Closing date of Tender downloading   | 31 July, 2017 at 1100 hrs IST onwards                |
| d) | Submission date of E-bids  | 31 July, 2017 at 1300 hrs IST onwards                |
| e) | Submission of Pass-Phrase to decrypt the Bid-Part                                      | 31 July, 2017<br>(from 1300 hrs IST to 1500 hrs IST) |
| f) | Opening of E-bids bids   | 31 July, 2017 at 1530 hrs IST onwards                |

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 Bidder shall bear all costs associated with the preparation, submission/participation of bid including cost of registration with TCIL portal. PFCCL in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

## TABLE OF CONTENTS

| SL. NO.   | DESCRIPTION   | PAGE NO.  |
|---|---|-----------|
| <b><i>SECTION-1: BID INVITATION LETTER</i></b>      |   |           |
| <b>1.0</b>  | <b>SCOPE OF WORK</b>  | <b>7</b>  |
| <b>2.0</b>  | <b>DELIVERABLES</b>   | <b>12</b> |
| <b>3.0</b>  | <b>SUBMISSION OF REPORTS</b>                                  | <b>12</b> |
| <b>4.0</b>  | <b>ELIGIBILITY CRITERIA</b>                                   | <b>12</b> |
| <b>5.0</b>  | <b>PERIOD OF ENGAGEMENT</b>                                   | <b>13</b> |
| <b>6.0</b>  | <b>EARNEST MONEY DEPOSIT (EMD)</b>                            | <b>13</b> |
| <b>7.0</b>  | <b>BASIS OF OFFER</b>   | <b>13</b> |
| <b>8.0</b>  | <b>PRE BID MEETING</b>  | <b>14</b> |
| <b>9.0</b>  | <b>CONTENTS OF BID DOCUMENTS</b>                              | <b>14</b> |
| <b>10.0</b>   | <b>SUBMISSION OF BID</b>                                      | <b>14</b> |
| <b>11.0</b>   | <b>BID OPENING AND EVALUATION OF PROPOSALS</b>                | <b>15</b> |
| <b>12.0</b>   | <b>VALIDITY OF BID</b>  | <b>17</b> |
| <b>13.0</b>   | <b>TERMS OF PAYMENT</b>                                       | <b>17</b> |
| <b>14.0</b>   | <b>CONTRACT PERFORMANCE GUARANTEE (CPG)</b>                   | <b>18</b> |
| <b>15.0</b>   | <b>CONTRACT AGREEMENT</b>                                     | <b>18</b> |
| <b>16.0</b>   | <b>LIQUIDATED DAMAGE(LD)</b>                                  | <b>19</b> |
| <b>17.0</b>   | <b>OTHER TERMS &amp; CONDITIONS</b>                           | <b>19</b> |
| <b><i>SECTION -2 : BID FORMS AND PROFORMA19</i></b> |   |           |
| <b>FORM 1</b>                                       | <b>COVERING LETTER</b>  | <b>22</b> |
| <b>FORM 2</b>                                       | <b>EXPERIENCE OF ORGANISATION</b>                             | <b>25</b> |
| <b>FORM 3</b>                                       | <b>COMPOSITION OF TEAM AND THE TEAM LEADER TO BE DEPLOYED</b> | <b>26</b> |

| SL. NO.                                     | DESCRIPTION   | PAGE NO. |
|---|---|----------|
| FORM 4                                      | CURRICULUM VITAE FOR EACH MEMBER OF CONSULTANT'S TEAM | 27       |
| FORM 5                                      | AUTHORISATION LETTER                                  | 28       |
| FORM 6                                      | SCHEDULE OF PRICE BID                                 | 29       |
| FORM 7                                      | THE PROPOSED METHODOLOGY AND WORK PLAN                | 30       |
| FORM 8                                      | PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE  | 31       |
| FORM 9                                      | SPECIAL INSTRUCTION TO BIDDERS FOR E-TENDERING        | 33       |
| <b><i>SECTION-3: CONTRACT AGREEMENT</i></b> |   |          |
|   | CONTRACT FOR CONSULTANCY SERVICES                     | 41-62    |

***SECTION -1***  
***BID INVITATION LETTER***

## BID INVITATION LETTER

**Ref: 03/ Smart Grid/Ranchi/2017**

**July 14, 2017**

**Sub: Electronic Bids are invited for Appointment of Consultant for “Preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City” (Assignment).**

Government of India has launched National Smart Grid Mission (NSGM) for implementation of Smart Grid projects in various towns / Cities which would primarily consist of following activities:

- Assistance in formulation of projects including pre-feasibility studies; technology selection guidelines; cost benefit analysis; financing models etc.
- Funding of these projects together with State Distribution Companies (Discoms) and other financing agencies
- Training and capacity building for State Level Project monitoring units (SLPMUs), Utilities & Project Implementation Teams
- Technology selection guidelines and best practices
- Facilitate Consumer Awareness initiatives
- Projects Appraisal, Approval, Implementation, Monitoring and Evaluation of result post implementation etc.

PFC Consulting Limited (PFCCL) is assisting Jharkhand Bijli Vitran Nigam Limited (JBVNL) in various activities for development & implementation of Smart Grid in Ranchi City in the State of Jharkhand. PFCCL intends to appoint the Consultant for the preparation of Detailed Project Report (DPR) for implementation of Smart Grid in Ranchi.

For the development of the Smart Grid for Ranchi smart city, the area covered under R-APDRP scheme for Ranchi town has been considered. In addition to this, area wise development of green field smart city planned by State Urban Development Agency (SUDA), Govt. of Jharkhand shall also be considered for Smart Grid project.

The population of Ranchi is over 8.5 lakhs and power consumers are over 1.8 lakhs nos. AT&C losses are around 38.00%. The electricity distribution network of Ranchi City to be developed for Smart Grid is given below and the geographical boundary map is enclosed at Annexure 'A':

**Table 1**

| <b>S. No.</b> | <b>Description</b>                     | <b>Existing</b> | <b>Under Implementation</b> | <b>Total</b>    |
|---------------|--|-----------------|-----------------------------|-----------------|
| 1             | Area in Sq. Km                         | <b>941.00</b>   |                             |                 |
| 2             | Population                             | <b>8,63,495</b> |                             |                 |
| 3             | No. of 33/11 Kv substation             | 25              | 13                          | <b>38</b>       |
| 4             | No. of 33 kV feeder                    | 15              | 15                          | <b>30</b>       |
| 5             | Length of 33 kV lines in Km            | 64.11           | 157.50                      | <b>221.61</b>   |
| 6             | No. of 11 kV feeder                    | 106             | 52                          | <b>158</b>      |
| 7             | Length of 11 kV lines in Km            | 2186.55         | 359.00                      | <b>2545.55</b>  |
| 8             | Length of LT lines in Km               | 1394.19         | 0.00                        | <b>1,394.18</b> |
| 9             | No. of Distribution Transformer        | 3840            | 2,037                       | <b>5,877</b>    |
| 10            | Total Consumers (approx.)              | <b>1,82,823</b> |                             |                 |
| 11            | AT&C Losses<br>(for April – June 2016) | <b>38.00%</b>   |                             |                 |

Note: In addition to above existing/planned electrical network, the electrical infrastructure to be developed under area wise development of green field smart city area has to be consider for implementation of Smart Grid in Ranchi Smart city.

Under R-APDRP scheme, JBVNL has completed GIS mapping, asset mapping and consumer indexing and the data are available upto December 2014. The available information/data shall be made available by JBVNL to the selected Consultant for studying and analyzing the existing network for preparation of DPR.

Further, JBVNL has appointed an agency for undertaking the GIS mapping, asset mapping and consumer indexing for updating incremental additions of electrical infrastructure since December 2014. On completion of these studies, the information/data shall be made available to the Smart Grid Implementation Agency.

Electronic Bids are invited in single stage two envelop system (Technical bid & Financial bid) from Indian firms/organizations as per eligibility criteria for Appointment of Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City in the State of Jharkhand. The Scope of Work, Eligibility Criteria, Deliverables, Selection Procedure and Criteria, Terms of Payment, Terms and Conditions etc. are given below:

## **1.0 SCOPE OF WORK**

The scope of work would include the following:

### **1.1 Preparation Of DPR**

The Smart Grid DPR shall be prepared with an objective of AT&C loss reduction, energy accounting, detecting energy theft/pilferage on real time basis, peak load and

demand side management, remote DT monitoring and control, alternate energy integration, asset management and including other Smart Grid Initiatives.

The SG DPR shall constitute all Smart Grid Initiatives, Technical Specifications, Technical Drawings, Cost Benefit Analysis, Revenue Sharing Models, Implementation Strategy and Project Management Timelines etc.

The Consultant shall study the Existing Distribution Network with the Increased Future Projected Load, Existing Overhead Network shall be evaluated for the parameters in terms of loading, voltage regulations and Technical Losses using Network Analysis software.

The Consultant should prepare the DPR as per NSGM General Guidelines. DPR should include Smart grid initiatives along with the detailed analysis of the following Smart Grid Modules and its implementation strategy.

#### **1.1.1 IT Initiatives**

##### **Advance Metering Infrastructure (AMI) for Domestic, Commercial and Industrial consumers**

###### **a) Electrical System Metering:**

Feeder metering shall be covered under AMI upto Distribution Transformers. This will help in conducting feeder wise energy auditing online through AMI system and plugging the energy leakages through deployment of proactive field teams. Further the DTRs will be tracked online for their health and proactive maintenance of Transformers would be possible.

###### **b) Consumer Metering:**

In the SG all consumers are proposed to be covered under Advanced Metering Infrastructure project. This will include both Industrial and Residential consumers. GPRS methods of communication shall be used to obtain meter data online. Smart Meter reading shall be automated and thus billing shall be accurate and prompt. Remote operations such as service disconnection can be implemented too. Pre-paid metering shall be attempted selectively for the Government accounts in the area specified.

###### **c) Peak Load Management (PLM)**

There are assortment of loads are handled by the Distribution Sub Stations



of the City. By adopting TOD tariff implementation and online display of key consumers on the Smart Grid Portal will help materializing the PLM intervention.

**d) Customer Portal:**

A customer portal is essential for developing coordination, engagement of customers and their active participation in different technical and commercial activities for successful implementation and operation of Smart Grid. This should integrate customer information, address, customer queries and complaints, customer transactions with the distribution utility, bill payment centers, modes and advance information of planned outages, messages regarding bill etc. Consumer awareness and consumer participation for the overall improvement of the system through effective utilization of energy consumption, new time of use tariff regimes and demand response schemes are the benefits out of this service. Customer engagement in SG initiatives through mobility.

**1.1.2 Information & Communication Technology Interventions**

In order to establish a consumer friendly electrical distribution system for round the clock cost effective uninterrupted power supply and quicker restoration after power disturbances and at the same time to achieve more accurate energy accounting and to keep pace with all these essential Smart Grid features, the telecom activities shall be considered

**a) Communication approaches for SCADA/DMS**

Planning of appropriate Communication Systems from Ranchi Distribution sub-stations using ring topology covering all 33kV s/s (38Nos). From there, Communication system will be extended to 11kV s/s and down below the electrical hierarchy.

Each proposed RMU should be equipped with FRTU for acquiring of data at feeder level. The FRTU should report to the DSOCC through appropriate communication system and suitable reliable communication options such as MPLS may be considered.

**b) Smart Grid Control Center (SGCC)**

The following shall be considered:

- i) One DSOCC for Ranchi City and one back up DSOCC must be planned.
- ii) DSOCC and back up DSOCC should have full-fledged SCADA provision.
- iii) 2 way smart meters should be installed at around 1,80,000 consumer

locations and additional consumers around 30,000 in green field smart city area.

- iv) These smart meters are to report the nearest 11kV s/s through appropriate mode of communication.

#### **c) Communication for SCADA/DMS**

A comprehensive communication backbone for the SG initiative of the Ranchi City has to be planned which includes operation of SCADA/DMS.

### **1.1.3 Electrical Initiatives**

#### **a) Outage Management System (OMS)**

Outage Management Systems that integrate utility systems such as SCADA DMS and utilize the capabilities of AMR, AMI and grid automation are becoming increasingly important to improve grid reliability through faster location, isolation and rectification or restoration of system faults. Intelligent devices within the network provide real-time information on the status of the network and when combined with meter status information, provide greater visualization of the network up to consumer level. Self-healing is a common term and is related to the automation which allows for reconfiguration of the network to re-route power to the load and is also known as Fault Location Isolation and Service Restoration (FLISR). The intelligence and automation allow for the process to be completed in the least possible time thus reducing outage time and improving the service to the consumer.

### **1.1.4 Cost Estimates**

Estimated Cost of the project should include implementation of all the features of the Smart Grid (i.e. IT System integration and field equipment for AMI, OMS, PLM etc.). Cost of the SCADA implementation including fixed cost for setup of control room and other system application. Cost estimates also include expenditure on Consumer Education and Awareness.

### **1.1.5 Cost Benefit Analysis**

Cost Benefits achieve as the outcome of the implementation of the Smart Grid Project in respect the Reduction of AT&C losses, Reduction in peak demand, reduction in outages, benefits due to higher energy sales, reduction in Distribution transformer failure etc.

Various Govt schemes such as R-APDRP, IPDS etc are being implementing by JBVNL for up-gradation/improvements of distribution system and reduction of AT&C losses. The Consultant is required to examine and submit the detailed report on the AT&C loss reduction under these schemes vis-à-vis incremental loss reduction and increase in revenue exclusively due to implementation of Smart Grid.

#### **1.1.6 Investment & Financing Strategy**

The DPR shall include Techno-commercial viability under different options / scenario of investment in terms of equity (by various stakeholders like JBVNL, PFCCL and / or SGIA), loan, suppliers' credit etc. with Payback Period, IRR etc. and Revenue Sharing with detailed financial models / projected financial statements. The Revenue sharing Model should also elaborate the sharing of benefits between SGIA, JBVNL and PFCCL and transfer of the project to the JBVNL.

#### **1.1.7 Strategy for implementation**

SG Consultant should prepare a strategy for successful implementation of the Smart Grid project in 24 months and also for better consumer relationship, their engagement in energy benefits and operational excellence through increased efficiency, better visualization for fast decision making, optimized work flow, reduced operational cost etc.

#### **1.1.8 Selection of SGIA**

The Smart Grid Consultant shall prepare complete bid documents including scope of work, technical specification, maps, technical drawings, parameters and features of the equipment, Smart Grid technology etc. for inviting bids for selection of Smart Grid Implementing Agency (SGIA) for implementation of Smart Grid.

**1.2** Coordinating, following up, attending meeting(s)/conference(s), making presentations to the agencies/organizations/authorities, as may be required and desired by PFCCL, for obtaining clearances from concerned stakeholders like JBVNL, NSGM/MOP etc. Also, the Consultant would be required to interact, attend review meetings and make presentations to PFC Consulting Limited (PFCCL)/JBVNL/NSGM/MOP or any other agency at a time and place intimated by PFCCL.

**1.3** The Consultant will have to undertake all necessary activities as may be required during the execution of the Assignment.

**1.4** Carrying out all related and/or incidental activities required for obtaining clearances/approvals of DPR for completion of the Assignment.

**1.5** Any other activities as intimated by PFCCL for successful completion of the Assignment.

## **2.0 DELIVERABLES**

The firm is required to meet the following deliverables in line with the time schedule indicated against each deliverables. However, the time schedules may vary for completion of the Assignment depending upon sequence of completion of interrelated activity/statutory approvals.

| <b>SNo</b> | <b>Outline of tasks to be carried out</b>  | <b>Deliverable</b>                        | <b>Time Schedule from the date of issuance of LoA</b> |
|------------|--|---|---|
| 1          | Consultant shall prepare DPR in line with Scope of Work of this tender document                                  | Submission of Draft DPR                   | 30 days   |
| 2          | Consultant shall prepare the final DPR based on comments received from PFCCL                                     | Submission of Final DPR                   | 45 days   |
| 3          | Consultant shall prepare Draft Bid Document in line with Scope of Work of this tender document and approved DPR. | Draft Bid Documents for selection of SGIA | 60 days   |

## **3.0 SUBMISSION OF REPORTS**

The Consultant is required to submit the following:

- Draft DPR : 4 Hard copies + 1 Editable Soft copy
- Final DPR : 4 Hard copies + 1 Editable Soft copy
- Draft Bid Documents for selection of SGIA : 4 Hard copies + 1 Editable Soft copy

## **4.0 ELIGIBILITY CRITERIA**

- a) The firm should be submitting the bid on its own and not in consortium with any other firm.
- b) The firm should have Average Annual Turnover of Rs. 5 Crores in the immediate last three (03) financial years (i.e. 2013-2014 onwards) as per audited annual account. The Bidder should submit documentary evidence in support of the

turnover in the form of Audited Annual Account duly certified by a Chartered Accountant.

- c) The Consulting Organization should have completed consultancy Assignment of preparation of DPR for at least two SCADA/AMI/Smart metering/RAPDRP/IPDS in power distribution system during last five (05) years i.e. period from Indian FY 2012-2013 onwards including the current Financial Year till date of issue of the tender.

The firm is required to submit the documentary evidence for meeting the above eligibility criteria as per the format enclosed at Form No.2

## **5.0 PERIOD OF ENGAGEMENT**

The period of engagement would be till the completion of the Assignment.

## **6.0 EARNEST MONEY DEPOSIT (EMD)**

- 6.1** The Consultant shall submit EMD amounting to **Rs 1,00,000/- (Rupees one lakh only)** in the form of Demand Draft (DD) in favour of PFC Consulting Ltd. payable at New Delhi from any nationalized bank or scheduled bank.
- 6.2** The Bidder shall submit scanned copy of the Demand Draft along with its Technical Bid through electronic bid on TCIL portal and shall submit the Original Copy of the DD in the office of PFCCL on or before the Bid due date i.e. **July 31, 2017 at 1300 hrs (IST)**. Bids submitted without EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders.

The EMD of the unsuccessful Bidders will be returned within 15 days on issuance of Letter of Award (LoA) to the successful Bidder.

The EMD of successful Bidder will be refunded on submission of Contract Performance Guarantee (CPG).

## **7.0 BASIS OF OFFER**

- 7.1** The Financial Bid for the Assignment should be quoted on a lump sum basis inclusive of all taxes and duties etc as may be applicable. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST or any such tax/levy shall be paid 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 Consultant by PFCCL.
- 7.2** All related travel expenses incurred by the Consultant's personnel for journeys to site or Client's Office or anywhere in connection with the consultancy services/study

under scope of this Assignment will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.

## **8.0 PRE-BID MEETING**

A Pre-Bid meeting is proposed to be held on **July 21, 2017 (Friday) at 1130 hrs IST** at Conference Hall, JBVNL Head Office, HEC Building, Dhruwa, Ranchi to address the queries of the Bidders. The Bidders or their authorized representative(s) are invited to attend the pre-bid meeting.

## **9.0 CONTENTS OF BID DOCUMENTS**

The bid document contains the following documents.

**Section-1 : Bid Invitation Letter**

**Section-2 : Bid Forms and Pro-forma**

**Section-3 : Contract Agreement**

## **10.0 SUBMISSION OF BID**

- 10.1** 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 31, 2017 till 1300 hrs IST**.

### **Note:**

- a)** The Technical Proposal should contain scanned copy of EMD, Form-1, Form-2, Form-3, Form-4, Form-5 and Form-7 duly filled and signed by authorized signatory and authority letter as per Form-5.
- b)** The Bidder 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)** 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 or any other representative documents etc. and Project Completion Certificate / proof of final payment from their Clients.) to be provided in support of past experience.
- d)** Adequacy of the proposed Methodology and work Plan in responding to the Scope of Work as per Form - 7.

e) Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Annual Accounts duly certified by a Chartered Accountant.

**10.2** The “Financial Proposal” should contain the detailed price offer for the consultancy services as per as per format provided at Form-6.

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

## **11.0 BID OPENING AND EVALUATION OF PROPOSALS**

### **11.1 Opening of Technical Proposal**

The Technical Proposal will be opened online on **July 31, 2017 at 1530 hrs (IST)** in the presence of the authorized representatives of the Bidders, who wish to be present.

### **11.2 Technical Proposal**

The Technical proposal would be opened online and seen and checked for responsiveness check as per following.

#### **A) Responsiveness check**

The responsiveness check will be with respect to the following:

- i) The Technical Proposal should contain scanned copy of EMD, Form-1, Form-2, Form-3, Form-4, Form-5 and Form -7 duly filled and signed and stamped by authorised signatory as per Form-5.
- ii) The Bidder should have submitted the Original Copy of the EMD.
- iii) The Bidder 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/conditional will be considered.
- 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 or any other representative documents etc. and Project Completion Certificate / proof of final payment from their Clients.) to be provided in support of past experience.

- v) Adequacy of the proposed Methodology and Work Plan in responding to the scope of work as per Form - 7.
- vi) Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Annual Accounts duly certified by Chartered Accountant for meeting minimum turnover criteria.

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 may be liable for rejection.

#### **B) Evaluation (100 marks)**

The Technical Proposal would be evaluated on the following basis:

- i) The Consulting Organization should have completed at least two consultancy assignment of preparation of DPR for SCADA/AMI/Smart metering/ R-APDRP/IPDS in power distribution system during last five (05) years i.e. period from Indian FY 2012-2013 onwards including the current Financial Year till date of issue of the tender.

(The marks will be allocated as follows: Two assignment = 50 marks, Three assignments = 55 marks, Four assignments or more = 60 marks) **Max marks 60.**

- ii) The firm should have Average Annual Turnover of Rs. 5 Crore in the immediate last three (03) Indian FY (i.e. 2013-2014 onwards) as per audited annual accounts.

(The marks will be allocated as follows: 5 crores to 7.5 crores: 15 Marks, 7.5 crores to 10 crores: 20 Marks, Above 10 crores or more: 25 Marks) **Max marks 25.**

- iii) Methodology and work plan proposed in responding to the scope of work and deliverables : **Max marks 15**

**The Bidder obtaining 70% marks or more and responsive would be technically qualified for opening of “Financial Proposal”.** The Bidder should also score at least 50% marks in each of the above 11.2(B) (i) to (iii). Financial Proposal of non-qualified Bidders at Technical Bid stage will not be opened online.



### **11.3 Opening of Financial Proposal**

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

### **11.4 Financial Proposal**

- 11.4.1** No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST shall be paid over and above the bid price. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the selected Bidder by PFCCL.
- 11.4.2** The Assignment will be awarded to the technically qualified Bidder who has quoted lowest price, in Indian Rupees, without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected out rightly.
- 11.4.3** In case of more than one Bidder at L1 price, the Assignment will be offered to the Bidder quoting L1 price and obtaining the highest marks in the technical evaluation.

### **12.0 VALIDITY OF BID**

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

### **13.0 TERMS OF PAYMENT**

- 13.1** Payment would be made as per the following stages:

| <b>SNo</b> | <b>Description</b>  | <b>Payment as % of Lump Sum Consultancy Fees</b> |
|------------|---|--|
| 1          | Submission of Draft DPR to PFCCL and acceptance of PFCCL/JBVNL                                  | 40%  |
| 2          | Submission of Final DPR after incorporating comments/observations and acceptance of PFCCL/JBVNL | 30%  |
| 3          | Acceptance of DPR by Empowered Committee of Smart Grid, GoI                                     | 30%  |

- 13.2** GST on the date(s) of payment(s) shall be paid over and above the consultancy fees. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the Consultant by PFCCL.

The Consultant shall submit the bills in duplicate to PFCCL, addressed to EVP (Unit-3), PFCCL, indicating the stage achieved, out of the ones indicated above.

- 13.3** All travel and boarding / lodging related expenses incurred by the Consultant's personnel for journeys to Delhi, Ranchi or anywhere in connection with the consultancy services under Scope of this tender will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.
- 13.4** The Consultant should attend all the meetings conducted by PFCCL/ JBVNL / Govt. of India / Govt. of Jharkhand or any other agency in Delhi, Ranchi or anywhere by making their own arrangements. No extra payment will be made in this regard.

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

In the event of an award, the Consultant, within fifteen (15) days of issue of Letter of Award from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to 10% (Ten Percent) of the total consultancy fee. The CPG should be as per PFCCL's proforma and should be kept valid upto 180 days from the Letter of Award which would be extended till completion of the Assignment whichever is later. CPG should be issued by nationalized/ scheduled bank only.

#### **15.0 CONTRACT AGREEMENT**

- 15.1** In the event of award, Consultant will be required to enter in to a Contract Agreement with the PFCCL within 10 (ten) working days from the date of the issuance of 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 Consultant from Delhi State.
- 15.3** The Agreement will be signed in two originals and the Consultant shall be provided with one signed original Agreement.
- 15.4** The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.
- 15.5** Till the time a 'Contract Agreement' is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.

## 16.0 LIQUIDATED DAMAGE(LD)

For delay in deliverable of every week or part thereof, LD of 0.5 % of the consultancy fee shall be levied subject to a maximum of 5 % of the value of the consultancy fee.

## 17.0 OTHER TERMS & CONDITIONS

- i) The financial proposal by the Bidders 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.
- ii) The Consultant shall make available appropriate personnel as may be required for successful execution of the Assignment and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.
- iii) All claims shall be raised by the Consultant as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.
- iv) In case there is a delay by the Consultant in accomplishing the deliverables which in the opinion of PFCCL is attributable to the Consultant, PFCCL reserves the right to get such specific work(s) done through any other Agency(ies) at the risk and cost of the Consultant for timely completion of the deliverables.
- v) In case the performance of the proposed team member(s) is not satisfactory, the Consultant will be asked to change/replace the team member(s) within three days of receipt of such request from PFCCL with a member acceptable to PFCCL.
- vi) PFCCL with the approval of CEO, can cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect.
- vii) 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.
- viii) If due to any reason or decision of the Govt/Client, the Assignment is dropped and the Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Consultant and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- ix) **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, organizations would not be hired, under the circumstances set forth below:

Organizations 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 organizations by whatever process, would not be engaged. A declaration to this effect would be taken from the organization when being engaged, and if found incorrect, the organization would be debarred from any further engagement by PFCCL ever.

- x) The Consultant shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal 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 Consultant, or the Consultant's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance
- xi) No offer should be sent by Fax or E-mail.
- xii) 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.
- xiii) 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.**

**(Yogesh Juneja)**  
**General Manager**

Encl.: As Above

***SECTION -2***  
***BID FORMS AND PROFORMA***

## FORM – 1: COVERING LETTER

|              |  |
|--------------|--|
| From:        | To:  |
| Name:        | Sh. Sanjay Nayak   |
| Designation: | Sr. Manager (Unit #3)  |
| Address:     | PFC Consulting Ltd.,<br>13 <sup>th</sup> Floor (A Wing)<br>Statesman House, Connaught Place,<br>New Delhi-110001 |

**Sub: Appointment of Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City in the State of Jharkhand.**

Sir,

1. We \_\_\_\_\_(Name of consulting organization) herewith enclose Technical & Financial proposal for selection of our organization as Consultant on lump sum basis **for preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City in the State of Jharkhand.**
2. We are submitting our bid consisting of:
  - i) **Technical Bid:**
    - a) Requisite Earnest Money Deposit in form of crossed demand draft of any nationalized bank or scheduled bank or bank guarantee in favour of PFC Consulting Ltd. payable at New Delhi.
    - b) Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Annual Reports.
    - c) 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.
    - d) The Bidder 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/ condition will be considered.
    - 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/Completion certificate/ Project Report /proof of payment/ any other relevant documents etc.) 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 Bidder should submit a Letter of Authority in favour of the authorized signatory submitting the Bid as per Form -5.
- h) Adequacy of the proposed Methodology and work Plan in responding to the Scope of Work as per Form - 7.

ii) **Financial Bid** (as per format provided at Form 6)

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. We further declare that the above quoted fee includes all taxes (excluding GST) 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 of opening of the Financial Proposal.
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 in case of placement of award as per the Form-8.
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. The Bid will be valid 120 (One hundred twenty days) from the opening of Financial Bid.
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 organizations/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 organization 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. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification.
15. Further, we undertake that in the event of our appointment as Consultant, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the organization would be terminated.

Signature of Authorized Person

Name:

Designation & Company seal

Date:  
Place:



## FORM – 2: EXPERIENCE OF ORGANISATION

1. Brief Description of the Organization:

2. Outline of experience on assignments:

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

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

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

Signature of Authorized Signatory

Full Name:

Date:

### Note:

The Bidder's relevant experience from Indian FY 2012-13 onwards including the current Financial Year till the date of issue of the tender will be considered. Experience of the Bidders would be evaluated on the following basis:

- Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/LoI/Completion certificate/ Project Report /proof of payment/ any other relevant documents etc.
- Please attach copy of documentary proof of satisfactory completion for assignments handled from their Clients.
- Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Annual Reports duly certified by Chartered Accountant.

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

| <b>SNo</b> | <b>Name</b> | <b>Member</b> |
|------------|-------------|---------------|
| 1          |             | Team Leader   |
| 2          |             | Other Member  |
| 3          |             | Other Member  |
| 4          |             | Other Member  |
| 5          |             | Other Member  |
| 6          |             | Other Member  |
| 7          |             | Other Member  |
| 8          |             | Other Member  |
| 9          |             | Other Member  |

Signature of Authorized Signatory

Full Name:

Date:

**FORM – 4: CURRICULUM VITAE FOR EACH MEMBER OF CONSULTANT’S TEAM**

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

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

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

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

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

*(Please enclose attested copy of educational qualifications)*

Experience:

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

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 Authorized Signatory

Full Name:

Date:

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

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

Signature:

Full Name:

Address:

(Seal)

## FORM – 6: SCHEDULE OF PRICE BID

**Sub: Appointment of Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City in the State of Jharkhand.**

I \_\_\_\_\_ (Name) on behalf of \_\_\_\_\_ (Name of the Consultancy Organization) herewith submit the Financial Proposal for **Appointment of Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City in the State of Jharkhand.**

| S No | Description  | Lump Sum Price in INR in Figures | Lump Sum Price in INR in Words |
|------|--|----------------------------------|--------------------------------|
| 1.   | Consultancy Services for preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City in the State of Jharkhand complete in all respect as per scope of work and other terms and conditions mentioned in the bid document. |                                  |                                |

### Note:

1. The price offer for the Assignment should be quoted on lump sum basis. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the Assignment. However, GST shall be paid over and above the bid price.
2. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the Consultant by PFCCL
3. In case of more than one Bidder at L1 price, the Assignment will be offered to the Bidder quoting L1 price and obtaining the highest marks in the technical evaluation.
4. The financial proposal with condition(s) or alternate price bid will be summarily rejected.

Address:  
Seal

Authorised Signatory  
Full Name:

**FORM -7: THE PROPOSED METHODOLOGY AND WORK PLAN**

Bidder`s Name & Address

To

Sr. Manager (Unit #3)  
PFC Consulting Limited  
(A Wholly Owned Subsidiary of Power Finance Corporation Ltd.)  
9<sup>th</sup> Floor (A Wing) Statesman House,  
Connaught Place,  
New Delhi-110001

Dear Sir,

We hereby enclose a brief write up on the proposed methodology to be adopted for **Appointment of Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City in the State of Jharkhand.**

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

Authorized Signatory:

Full Name:

Address:

(Seal)

**FORM -8: 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 thereof include its successors, administrators and assigns) have awarded to M/s .....with its Registered/Head Office at .....(hereinafter referred to as the 'Consultant' by issue of Owner's Letter of Award No .....dated .....and the same having been unequivocally accepted by the Contractor/Consultant resulting into a contract valued at .....for .....(Scope of Contract) and the Contractor/Consultant having agreed to provide a Contract Performance Guarantee for the faithful 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 .....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/Consultant to the extent of .....as aforesaid at any time upto..... (days / month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/Consultant any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/Consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/Consultant. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor/consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/Consultant or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other

indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

Notwithstanding anything contained herein above 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 ..... 2017.....at .....

WITNESS: (Authorised Signatories of the Bank)

1.

.....  
(Signature) (Signature)

.....  
(Name) (Name)

.....  
(Official address) (Designation with Bank Stamp)

.....

Attorney as per Power of Attorney No/Signature no.

Dated .....

2.

.....  
(Signature)

.....  
(Name)

.....  
(Official address)

Note:

- This sum shall be ten percent (10% of the total Contract Price).
- The date shall be Six (6) months from the date of Letter of Award.
- The stamp paper of appropriate value shall in the name of Bank issuing the guarantee.



## FORM – 09: SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

### General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', 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:

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

Broad Outline of Activities from Bidder'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
  - Query to **PFC Consulting Ltd.** (Optional)
  - View response to queries posted by **PFC Consulting Ltd.**
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
  - Respond to **PFC Consulting Ltd.** Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant part (i.e. Financial-Part)  
(Only for Technical Responsive Bidders)

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)<br>Emergency Mobile Numbers: +91-9868393775,<br>9868393717, 9868393792 |
| <b>E-mail ID</b>         | ets_support@tcil-india.com   |

| PFC Consulting Ltd. Contact |  |
|-----------------------------|--|
| <b>Contact Person</b>       | Mr. Yogesh Juneja, General Manager<br>Mr. Sanjay Nayak, Sr. Manager            |
| <b>Telephone</b>            | 011-23443904 / 011-23443804<br>[between 9:00 hrs to 17:30 hrs on working days] |

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

The Bidder has to submit Bid document by **July 31, 2017 till 13:00 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 except EMD and Pass-phrase.

*Note: The Bidder 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 Bidder 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. Bid encryption 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 Bidders 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 Bidder in the Electronic Forms is made available to other Bidders during the Online Public TOE. If it is found during the Online Public TOE that a Bidder 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 Bidder at the risk of the Bidder. 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 Bidder 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 Bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

**The Bidder 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 Bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of Bidders (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 Bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the Bidder 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 Bidders. 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 Bidders. 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 Bidders 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 BIDDERS**

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' 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 Bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that Bidder. In the event of a Bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the Bidder 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 Bidder'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)

***SECTION -3***

***CONTRACT AGREEMENT***



## **CONTRACT FOR CONSULTANCY SERVICES**

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of the month of \_\_\_\_\_ 2017, between:

**PFC Consulting Limited** (a wholly owned subsidiary of Power Finance Corporation Limited, a Government of India Company) incorporated under the Indian Companies Act 1956, having its registered office at first Floor,'Urjanidhi,1-Barakhamba Lane, Connaught Place New-Delhi-110001 hereinafter referred to as "Owner"(which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

AND

\_\_\_\_\_ a Company incorporated under the Indian Companies Act, \_\_\_\_\_ 1956, having \_\_\_\_\_ its \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_,hereinafter called the "Consultant" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

WHEREAS the Owner is in the process of "**Appointment of Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City in the State of Jharkhand**" (herein after to be referred as Project)

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

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

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

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

### **1.0 GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the Project.
- (b) "Contract" means this Contract together with all Appendices, Attachments, Exhibits and Schedules and including all modifications made in accordance with the provisions of Clauses 12 hereof between the Owner and the Consultant.
- (c) "Consultant" means \_\_\_\_\_ Company and also includes any other consultants or Consultants as may be appointed by the Consultant herein with the written approval of the owner, for providing of the services to the Owner in execution of the Project.
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed or exchanged among the parties pursuant to this Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof;
- (f) "Personnel" means persons hired by the Consultant or by his Sub -consultant as employees, for the purposes of rendering services or any part thereof; Personnel includes:
- (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
  - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Consultant, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the Consultant has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Consultant has been made.
- (j) "Project" means **"Appointment of Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City in the State of Jharkhand"**.

- (k) "Services" means the works to be provided/performed by the Consultant and/or, the Consultants for completion of various tasks as described in Appendix A hereto;
- (l) "Starting Date" means the date referred to in Clause 3.3 hereof;
- (m) "Consultant" means any person/entity to whom the Consultant subcontracts for any part of the Services in accordance with the provisions of Clause 5.5 hereinafter; and
- (n) "Third Party" means any person or entity other than the Owner, the Consultant or his Consultant.

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

- (a) The Consultant shall render/perform services at Delhi, Bhubaneswar and at the Project site at Ranchi the State of Jharkhand ”.
- (b) The Consultant also undertakes to perform/render services at other location or elsewhere as required for the execution of project or as specified by the Owner from time to time. The Owner shall not bear any extra expenses/cost if, any, incurred by the Consultant for providing services at other location.

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

### **3.1 Commencement of Contract**

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

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

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

### **3.3 Commencement of Services**

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

### **3.4 Expiration of Contract**

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

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

### **4.0 CONTRACT PERFORMANCE GUARANTEE**

**4.1** The Consultant within 15 days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Bank Guarantee as per Performa attached as Section-2 of bid document, from any 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.

**4.2** The Contract Performance Guarantee is intended to secure the performance of the entire contract and shall not be construed as limiting the damages stipulated in other clauses in the Bid Documents.

**4.3** The Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period.

### **5.0 OBLIGATION OF THE CONSULTANTS**

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

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

#### **5.2 Complainance With Rules And Regulations**

The Consultant agrees that it shall be responsible and liable to comply with and also undertakes to ensure and be responsible for compliance by the Consultants, agents of the Consultants and Consultants and Personnel, with all the rules and regulations

of various concerned government authorities and departments for the services rendered under this agreement.

### **5.3 Conflict Of Interest**

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

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

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

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

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

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

The Consultant shall not engage, and shall cause their Personnel as well as their Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

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

The Consultant shall take out and maintain, and shall cause its Consultants to take out and maintain, at their own cost, insurance against risks etc.

## **5.8 Liability of the Consultants**

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

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

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

The Consultant shall obtain the Owner's prior approval in writing before taking any of the following actions:

- (a) appointing personnel to carry out any part of the Services, including the terms and conditions of such appointment ;
- (b) entering into a subcontract with the Consultant for the performance of any part of the Services, it being understood:
  - (i) That the selection of the Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Owner prior to the execution of the subcontract, and
  - (ii) That the Consultants shall remain fully liable for the performance of the Services by the Consultant and its Personnel pursuant to this Contract;

## **5.10 Reporting Obligations**

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

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

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

## **6.0 CONSULTANTS' PERSONNEL**

### **6.1 Agreed Personnel**

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

### **6.2 General**

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

### **6.3 Description of Personnel**

- (a) The titles, job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in **Appendix C**.
- (b) If required to comply with the provisions of **Clause 5.4** of this Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in **Appendix C** may be made by the Consultant by written notice to the Owner, provided:
  - (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger.
  - (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract. Any other such adjustments shall only be made with the Owner's written approval.
- (c) If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated periods of engagement of Personnel set forth in **Appendix C** may be increased by agreement in writing between the Owner and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract.

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

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

(b) If the Owner:

(i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or

(ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

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

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

(d) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

## **7.0 OBLIGATION OF THE OWNER**

### **Payment**

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

## **8.0 PAYMENT TO THE CONSULTANTS**

**8.1** The Lump-sum cost of services payable in Indian Rupees is set forth in **Appendix E**. If due to any reason or decision of the Client/ Govt./ the Regulator, the Assignment is dropped and the Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Consultant and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.

**8.2 Mode of Payment:** Payments will be made by the Owner to the Consultant in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

**8.3** The Consultant 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 Consultant as per the above given schedule of payment within sixty (60) days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the



Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Consultant or his members (Consultants) is not satisfactory and not in accordance with the work program/schedule.

**8.5** The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Terms of Reference (**Appendix-A** and **Appendix-B**) and after the issuance of No Claim Certificate.

**8.6** All payments under this Contract shall be made to the account of the Consultants with:

Account No: \_\_\_\_\_  
Bank : \_\_\_\_\_

## **9.0 SUSPENSION**

The Owner may, by written notice of suspension to the Consultants, suspend all payments to the Consultant and invoke Performance Bank Guarantee hereunder:

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

**or**

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

## **10.0 TERMINATION**

### **10.1 By the Owner**

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

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

(a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;

- (b) if the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 19** hereof;
- (c) if the Consultant submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultants know to be false;
- (d) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if Consultant become Bankrupt and the company has been wound up through liquidation proceedings.
- (f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

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

#### **10.3 Cessation of Services**

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

#### **10.4 Payment upon Termination**

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

- (a) remuneration pursuant to **Clause 8** hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause 8 hereof for expenditures actually incurred prior to the effective date of termination; and

- (c) except in the case of termination pursuant to paragraphs (a) to (b) of **Clause 10.1** hereof, **reimbursement of 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 Consultants 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 execution of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) The Consultant shall not be paid /reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

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

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

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

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

### **11.4 Extension of Time**

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

### **11.5 Consultation**

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

## **12.0 AMENDMENT/MODIFICATION**

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

## **13.0 AMICABLE SETTLEMENT**

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

## **14.0 FAIRNESS AND GOOD FAITH**

### **14.1 Good Faith**

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

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

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

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

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

## **16.0 CONFIDENTIALITY**

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

## **17.0 LAW GOVERNING CONTRACT**

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

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

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

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

The Arbitration shall be conducted by panel of 3 Arbitrators, one to be appointed by each party and third Arbitrator to be appointed by two Arbitrators as the Chairman of the Tribunal.

The Parties agree that the arbitrator's decision shall be final and conclusive. The costs of arbitration (including without limitation, those incurred in the appointment of the arbitrators) shall be borne equally by the Parties hereto; however each Party shall pay its respective legal charges. The Award shall be final and binding and non-appeal able. Judgment on the award may be entered and enforced in any court of competent jurisdiction. By execution and delivery of this Agreement, each Party agrees and consents to the jurisdiction of the aforesaid arbitration panel and solely for the purpose of enforcement of an arbitral award, as referred to hereinabove, in any court of competent jurisdiction for itself and in respect of its property and waives in respect of both itself and its property, any defense it may have to or based on sovereign immunity, jurisdiction, improper venue or inconvenient forum.

## **19.0 GENERAL PROVISIONS**

### **19.1 Language**

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

### **19.2 Headings**

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

### **19.3 Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized

representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the following address:

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

Attention : Mr. Sanjay Nayak  
Facsimile : 011-23443804,

2. For Consultants:

Attention :  
Facsimile :  
Email :

**19.4** Notice will be deemed to be effective as follows:

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

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

**19.6 Authority of Consultant in Charge**

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

**19.7 Authorized Representatives**

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

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

#### **19.8 Waiver Of Right**

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

#### **19.9 Severability Clause**

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

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

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

**FOR AND ON BEHALF OF**  
[OWNER]

By :  
Authorized Representative

**FOR AND ON BEHALF OF**  
[CONSULTANTS]

By :  
Authorized Representative



## **LIST OF APPENDICES**

### **DUTIES OF THE CONSULTANTS**

#### **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.

#### **Consultants' Personnel**

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

#### **Duties of the Owner**

- D - Services, facilities and property to be made available to the Consultants by the Owner.

#### **Cost of services**

- E - Cost of services

**DESCRIPTION OF THE SERVICES**

The consultant 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 Consultant**

**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 Consultant**

**CONSULTANTS' KEY PERSONNEL**

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

Authorized /designated  
**Representative of Owner**

Authorized /designated  
**Representative of Consultant**

**DUTIES OF THE OWNER**

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

Authorized /designated  
**Representative of Owner**

Authorized /designated  
**Representative of Consultant**

**COST OF SERVICES**

(Reference Clause 8.1 of Contract)

Total cost of Consultancy Services for “**for Appointment of Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Ranchi City in the State of Jharkhand**” complete in all respect as per scope of works and deliverables indicated in clause 1.0 and 2.0 respectively of Bid Invitation Letter is a lump sum contract price of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_Only). The lump sum contract price is inclusive of all taxes, duties etc. as applicable except GST on the date of submission of bids and no escalation shall be allowed for the same. GST shall be paid over and above the consultancy fee by PFCCL at applicable rates on production of proof for the GSTN of the Firm

**Lump Sum Contract Price** = Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)

Authorized /designated  
**Representative of Owner**

Authorized /designated  
**Representative of Consultant**

ANNEXURE-A

Annexure - A

Area Covered Under R-APDRP for Ranchi Town for Smart City

