

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

Electronic Tender Document

For

Appointment of Sub-Consultant

for

Preparation of Detailed Project Report (DPR)

for

Smart Grid in Rourkela City in the State of Odisha



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

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

December 21, 2016

E-Tender Notice No.: 03/PFCCL/BD/Smart Grid/Odisha December 21, 2016

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

a)	Opening date of Tender downloading	December 21, 2016 from 17:00 hrs (IST)
b)	Pre Bid meeting	January 04, 2017 at 11:30 hrs (IST)
c)	Closing date of Tender downloading	January 11, 2017 till 12:00 hrs (IST)
d)	Submission date of E-bids	January 11, 2017 till 15:00 hrs (IST)
e)	Submission of Pass-Phrase to decrypt the Bid-Part into the ‘Time Locked Electronic Key Box (EKB)	January 11, 2017 (Between 15:00 hrs and 15:30 hrs) (IST)
f)	Opening of E-bids bids	January 11, 2017 at 16:00 hrs (IST)

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

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

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SECTION -1

BID INVITATION LETTER

BID INVITATION LETTER

Ref: 03/PFCCL/BD/Smart Grid/Odisha

December 21, 2016

To

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Sub: Electronic Bids are invited for Appointment of Sub-Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Rourkela City in State of Odisha

Dear Sir,

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 Western Electricity Supply Company of Odisha (WESCO) / Odisha Power Transmission Company Ltd. (OPTCL) in various activities for development & implementation of Smart Grid in Rourkela City in the State of Odisha. PFCCL intends to appoint a sub-consultant for preparation of Detailed Project Report (DPR) for implementation of Smart Grid in Rourkela.

The population of Rourkela is over 3.09 lakhs and power consumers are over 87000 nos. AT&C losses are around 46%. The existing electricity distribution network of Rourkela Town is given below:

S. No.	Description	For Rourkela City
1	Area in Sq. Km	53.29 sq. km
2	Population	3.09 Lacs
3	No. of 33/11 Kv substation	11nos Existing, 5nos proposed under ODSSP
4	No. of 33 kV feeder	8 nos Existing, 2 nos proposed under ODSSP
5	No. of 11 kV feeder	26 nos
6	Length of LT lines in Km	951.10
7	Length of 11 kV lines in Km	232.23
8	Length of 33 kV lines in Km	116.59

9	No. of Distribution Transformer	939 nos
10	Total Power Transformer	18 nos
11	Total Consumers	87376 nos
12	AT&C Losses (Last financial year)	46%

Electronic Bids are invited in single stage two envelop system (Technical bid & Price bid) from Indian firms/organizations as per eligibility criteria for Appointment of Sub-Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Rourkela City in the State of Odisha. 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 DGPS Survey, GIS Mapping and Drawings

1.1.1 DGPS survey shall be conducted for Rourkela city with data attributable to 33 KV lines, 11 KV lines, Distribution Transformers (DTRs) and LT lines upto consumer level. DGPS survey will be required with sub meter accuracy of spatial survey.

1.1.2 Geographical Information Systems (GIS) shall be implemented for Rourkela city to have all the Sub stations, Feeders along with Distribution Transformers, pole/pole structures, consumers, Circle / Division / Sub Division / Section offices spatially mapped into the system.

1.1.3 Consumer indexing shall also be done to map the textual data with that of GIS. It would be preferable to have cent per cent consumer indexing and GIS survey to support scalability of other initiatives in a gradual manner.

1.1.4 All the collected data from field will be processed in suitable GIS software and a proper database will be created. Using this database, Entire network from the level of LT pole up to 11 kV OH Line shall be mapped with the help of the DGPS data.

1.1.5 The land base map / Single Line Diagrams (CAD Drawings) shall be prepared based on land base features visible in satellite image after conducting the DGPS survey.

1.1.6 Evaluation of 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. Also the existing overhead network for future projected load shall be evaluated for the parameters as mentioned above.

1.2 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. DPR should include the detail Analysis of the following Smart grid Modules and its implementation strategy

1.2.1 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)*

Peak load of Rourkela City touches 85MW. Rourkela Steel Plant is located in the city. In addition 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.

1.2.2 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 Rourkela & Chhend EHT Sub Stations to Distribution sub-stations using ring topology covering all 33kV s/s(13Nos). 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 Rourkela 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 72,000 consumer locations.
- 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 Rourkela City has to be planned which includes operation of SCADA/DMS.

1.2.3 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.

1.2.4 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.

1.2.5 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.

1.2.6 Investment & Financing Strategy

The DPR shall include Techno-commercial viability under different options / scenario of investment in terms of equity (by various stakeholders like OPTCL and WESCO, 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, OPTCL and WESCO and PFCCL and transfer of the project to the OPTCL.

1.2.7 Strategy for implementation

SG Sub 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.

1.2.8 Selection of SGIA

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

- 1.3** 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 WESCO and OPTCL, NSGM/MOP etc. Also, the Sub Consultant would be required to interact, attend review meetings and make presentations to PFC Consulting Limited (PFCCL)/WESCO/OPTCL/NSGM/MOP or any other agency at a time and place intimated by PFCCL.

- 1.4 The Sub Consultant will have to undertake all necessary activities as may be required during the execution of the assignment.
- 1.5 Carrying out all related and/or incidental activities required for obtaining clearances/approvals of DPR for completion of the assignment.
- 1.6 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.

S. No.	Outline of tasks to be carried out	Deliverable	Time Schedule from the date of issuance of LoA
1.	Sub-Consultant shall conduct DGPS Survey and GIS Mapping in line with Scope of Work of this tender document.	DGPS Survey and GIS Mapping Report	30 days
2.	Sub-Consultant shall prepare DPR in line with Scope of Work of this tender document	Submission of Draft DPR	60 days
3.	Sub-Consultant shall prepare the final DPR based on comments received from PFCCL	Submission of Final DPR	75 days
4.	Sub-Consultant shall prepare Draft Bid Document in line with Scope of Work of this tender document	Draft Bid Documents for selection of SGIA	90 days

3.0 Submission of Reports

The Sub consultant is required to submit the following:

- DGPS Survey Reports : 4 Hard copies + 1 Editable Soft copy
- 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

- i) The firm should be submitting the bid on its own and not in consortium with any other firm.
- ii) The firm should have Average Annual Turnover of Rs. 3 Crores in the immediate last three (03) financial years (i.e. 2013-14 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.
- iii) The Consulting Organization should have completed consultancy assignment of preparation of DPR for at least one SCADA/AMI/Smart metering/RAPDRP/IPDS in power distribution system during last five (05) years i.e. period from Indian FY 2011-2012 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 Sub Consultant shall submit EMD amounting to **Rs 1,50,000/-** (One Lakh fifty thousand 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. **January 11, 2017 at 15: 00 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 price offer 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, service tax, if any, and educational-cess or any such tax/levy calculated as a percentage of the service tax at applicable rates, on the date(s) of payment(s) 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 selected bidder by PFCCL.
- 7.2** All related travel expenses incurred by the Sub 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 Sub 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 **January 04, 2017 at 11:30 hrs (IST)** or any such other date as notify by PFCCL at **"1st Floor, "Urjanidhi" 1, Bara khambha Lane, Connaught Place, New Delhi – 110001** to address the quires 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 Proforma
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 **January 11, 2017 till 15:00 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/Lol 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 of Section-2 Bid Document.
- 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, and 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 **January 11, 2017 at 16:00 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 and authority letter 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/Lol 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 one 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 2011-2012 onwards including the current Financial Year till date of issue of the tender.

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

- ii) The firm should have Average Annual Turnover of Rs. 3 Crore in the immediate last three (03) financial years (i.e. 2013-14 onwards) as per audited annual accounts.

(The marks will be allocated as follows: 3 crores to 4 crores: 15 Marks, 4 crores to 5 crores: 20 Marks, 5 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 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, service tax, if any, and educational-cess or any such tax/levy calculated as a percentage of the service tax at applicable rates, on the date(s) of payment(s) shall be paid over and above the bid price. Income tax at source will be deducted by 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:

S. NO.	Description	Payment as % of Lump Sum
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		Consultancy Fees
1	Submission of Draft DPR to PFCCL and acceptance of PFCCL/OPTCL	40%
2	Submission of Final DPR after incorporating comments/observations and acceptance of PFCCL/OPTCL	30%
3	Acceptance of DPR by Empowered Committee of Smart Grid, Gol	30%

- 13.2** Service tax, if any, and educational-cess or any such tax/levy calculated as a percentage of the service tax at applicable rates, on the date(s) of payment(s) shall be paid over and above. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the successful bidder by PFCCL.

The Sub 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 Sub Consultant's personnel for journeys to Delhi, Bhubneswar, Rourkela or anywhere in connection with the consultancy services under Scope of this tender will be borne by the Sub Consultant and PFCCL will not take any responsibility whatsoever on this account.

- 13.4** The Sub Consultant should attend all the meetings conducted by PFCCL/ WESCO / OPTCL / Govt. of India / Govt. of Odisha or any other agency in Delhi Bhubneswar, Rourkela 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 selected bidder (Sub 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.

15.0 Contract Agreement

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

16.0 Liquidated Damage(LD)

For delay in deliverable of every week or part there of, 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 Sub 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 Sub Consultant as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.
- iv) In case there is a delay by the Sub Consultant in accomplishing the deliverables which in the opinion of PFCCL is attributable to the Sub Consultant, PFCCL reserves the right to get such specific work(s) done through any other Agency(ies) at the risk and cost of the Sub Consultant for timely completion of the deliverables.
- v) In case the performance of the proposed team member(s) is not satisfactory, the Sub Consultant will be asked to change/replace the team member(s) within three days of receipt of such request from PFCCL with a member acceptable to PFCCL.
- 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 Sub Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Sub Consultant and the claims already raised, 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 Sub Consultant shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Sub Consultant, or the Sub Consultant's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance
- xi) No offer should be sent by Fax or E-mail.
- xii) Offers received in the designated office after the due time and date mentioned above shall not be considered.

- xiii) 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.
- xiv) 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.,
First Floor, Urjanidhi,
1, Barakhamba Lane,
Connaught Place,
New Delhi – 110 001

Sir,

Sub: Appointment of Sub-Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Rourkela City in the State of Odisha.

1. We _____ (Name of consulting organization) herewith enclose Technical & Financial proposal for selection of our organization as sub-consultant on lump sum basis **for preparation of Detailed Project Report (DPR) for Smart Grid in Rourkela City in the State of Odisha.**
2. We are submitting our bid consisting of:
 - i) **Technical Bid** in a sealed envelope consisting of:
 - 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/Lol/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) **Price Offer** (as per format provided at Form 6 of Section 2 Bid document) in a sealed envelope
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 service tax), duties & levies etc. 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 as per the prescribed format in case of placement of award.
8. We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
9. We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.
10. We confirm and certify that all the information / details provided in our bid are true and correct.
11. We give our unconditional acceptance to the Bid Documents issued by PFCCL, as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.

12. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the 'Bid Document'. The proposal is unconditional. 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 sub consultant, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the organization would be terminated.
16. Further, we undertake that in the event of appointment as sub consultant, we shall open site office at Rourkela where at least one senior level executive and at least one associate technical expert will be posted for successful completion of the assignment.

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:

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

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

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

Signature of Authorized Signatory

Full Name:

Address:

Note:

1.The Bidder's relevant experience from Indian FY 2011-12 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/Lol/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**

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

Signature of Authorized Signatory

Full Name:

Address:

**FORM – 4: CURRICULUM VITAE FOR EACH MEMBER OF SUB
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,
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 Sub-Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Rourkela City in the State of Odisha.

I _____ (Name) on behalf of _____
(Name of the Consultancy Organization) herewith submit the Financial Proposal for **Appointment of Sub-Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Rourkela City in the State of Odisha.**

Sl. 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 Rourkela City in the State of Odisha 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, service tax, if any, and educational-cess or any such tax/levy calculated as a percentage of the service tax at applicable rates, on the date(s) of payment(s) 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 Sub 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.)
First Floor, "Urjanidhi", 1-Barakhamba Lane
Connaught Place
New Delhi-110 001

Dear Sir,

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

- 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 there of include its successors, administrators and assigns) have awarded to M/swith its Registered/Head Office at(hereinafter referred to as the `Sub Consultant by issue of Owner's Letter of Award Nodatedand the same having been unequivocally accepted by the Contractor/ Sub Consultant resulting into a contract valued atfor(Scope of Contract) and the Contractor/Consultant having agreed to provide a Contract Performance Guarantee for the faithfully performance of the entire contract equivalent to% (per cent) of the said value of the contract to the Owner.

We(name and address), having its Head Office at(herein after referred to as the `Bank`, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/ Sub Consultant to the extent ofas 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/ Sub Consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/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 toand it shall remain in force upto and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired by M/swhose 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 twenty-four (24) 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	
Telephone/ Mobile	Customer Support: +91-11-26202699(Multiple Lines) Emergency Mobile Numbers: +91-9868393775,

	9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

PFC Consulting Ltd. Contact	
Contact Person	Mr. Yogesh Juneja, General Manager Mr. Sanjay Nayak, Sr. Manager
Telephone	011-23456185/01123443704 [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 **January 11, 2017 till 15:00 hrs (IST)** online on TCIL portal. The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Technical Part
 - Financial Part
 - Submission of digitally signed copy of entire Tender Documents/Addendum

Offline Submissions:

No offline submission is required except EMD.

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 2016, 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 Sub-Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Rourkela City in the State of Odisha"** (herein after to be referred as Project)

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

AND WHEREAS the Sub 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 Sub Consultant, the Owner has agreed to appoint the Sub 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 Clause 12 hereof between the Owner and the Sub Consultant.
- (c) "Sub Consultant" means

_____ Company and also includes any other consultants or sub-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 Sub 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 Sub 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 Sub 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 Sub Consultant has been made.

- (j) "Project" means **"Appointment of Sub-Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Rourkela City in the State of Odisha"**.
- (k) "Services" means the works to be provided/performed by the Sub Consultant and/or, the Sub-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) "Sub Consultant" means any person/entity to whom the Sub 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 Sub-consultant.

2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:

- (a) The Sub Consultant shall render/perform services at Delhi, Bhubaneswar and at the Project site at Rourkela the State of Odisha ”.
- (b) The Sub 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 Sub 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 Sub 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 Sub 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 Sub Consultant, the Sub consultant shall be liable to pay damages to the Owner.

3.3 Commencement of Services

The Sub 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 Sub 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 Sub Consultant.

The Owner shall issue the "No claim certificate" after being satisfied that the Sub 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 Sub Consultant has been made.

4 Contract Performance Guarantee

- 4.1 The Sub 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 OBLIGATIONS OF THE Sub CONSULTANTS

5.1 Standard of performance

The Sub 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 Sub 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/Sub-consultants or Third Parties.

5.2 COMPLAINTS WITH RULES AND REGULATIONS

The Sub Consultant agrees that it shall be responsible and liable to comply with and also undertakes to ensure and be responsible for compliance by the Sub consultants, agents of the Consultants and Sub-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 Sub 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 Sub Consultant shall constitute the Sub 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 Sub Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional benefits.

5.5 Sub Consultants and Affiliates not to be otherwise interested in Project

The Sub Consultant agrees that, during the term of this Contract, the Consultant, Sub Consultant, Personnel and/or any entity affiliated with the Consultant or Sub-Consultant shall not provide services resulting from or directly related to the Sub 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 Sub 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 Sub Consultant shall not engage, and shall cause their Personnel as well as their Sub-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 Sub Consultant

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

5.8 Liability of the Sub Consultants

The Sub Consultant and each of his Members (consultant personnel, sub-consultant, sub-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 Sub Consultant or his members in such performance, subject to the following limitations:

- (a) The Sub 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 Sub-consultants or the Personnel of either of them; and
- (b) The Sub 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 Sub 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 Sub consultant for the performance of any part of the Services, it being understood:
 - (i) That the selection of the Sub-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 Sub Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

5.10 Reporting Obligations

The Sub 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 Sub 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 Sub CONSULTANTS' PERSONNEL

6.1 Agreed Personnel

The Sub Consultant hereby agrees to engage the personnel and sub-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 Sub 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 Sub 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 Sub 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 Sub 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 Sub Consultants, it becomes necessary to replace any of the Personnel, the Sub 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 Sub 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 Sub Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

7 OBLIGATIONS OF THE OWNER

Payment

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

8 PAYMENTS TO THE Sub 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 Sub Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Sub Consultant and the claims already raised, 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 Sub 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 Sub 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 Sub 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 Sub Consultant or his members (sub 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 Sub Consultants with:

Account No _____ Bank,

9 Suspension

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

I. if the Sub 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 Sub Consultant of such notice of suspension

or

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

10 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 Sub 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 Sub Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 19** hereof;
- (c) if the Sub 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 Sub Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if Sub 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 Sub 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 Sub 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 Force Majeure

11.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event or circumstance or combination of events and circumstances, the occurrence of which is beyond the reasonable control of either party and which materially affects the performance by either Party of its obligations under this agreement, provided such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected party and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) It is however agreed that 'Force Majeure' shall not mean or include:
- (1) any event caused by the negligence or intentional action of a Party or such Party's Sub-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 Sub 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 Sub 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 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 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 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 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 Confidentiality

The Sub Consultant, their Sub-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 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 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 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.

19 GENERAL PROVISIONS

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.

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

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:

- Facsimile: Attention: Mr. Sanjay Nayak
011-23456111.

2. For Sub 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 Sub Consultant in Charge

The Sub Consultant hereby authorize: Mr./Ms. _____ to act on their behalf in exercising all the Sub 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 Sub 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 SEVEREABILITY 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 The Sub Consultant shall open site office at Banka/Kakwara, where at least one senior level executive and at least one associate technical expert will be posted for successful completion of the assignment

19.11 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
[SUB CONSULTANTS]

By :
Representative

Authorized

LIST OF APPENDICES

Duties of the Sub 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.

Sub 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 Sub Consultants by the Owner.

Cost of services

- E - **Cost of services**

Letter of Award

DESCRIPTION OF THE SERVICES

The Sub 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 Sub 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 Sub Consultant

CONSULTANTS' KEY PERSONNEL

C-1 List of key Personnel to be assigned to the assignment

Authorized /designated
Representative of Owner

Authorized /designated
Representative of Sub Consultant

DUTIES OF THE OWNER

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

Authorized /designated
Representative of Owner

Authorized /designated
Representative of Sub Consultant

(Cost of Services)

(Reference Clause 8.1 of Contract)

Total cost of Consultancy Services for “**for Appointment of Sub-Consultant for preparation of Detailed Project Report (DPR) for Smart Grid in Rourkela City in the State of Odisha**” 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 Service tax on the date of submission of bids and no escalation shall be allowed for the same. Service Tax shall be paid extra by PFCCL at applicable rates on production of proof for the Service Tax Registration No. of the Firm

Lump Sum Contract Price = Rs. _____
(Rupees _____)

Authorized /designated
Representative of Owner

Authorized /designated
Representative of Sub Consultant