

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

Bid Document

For

Selection of a Consultancy Organisation/Agency for carrying out DGPS work and supplying & erecting cement concrete pillars (RCC pillars) in 9.83 ha. (approx.) of Paliayur Reserved Forest Land of Maduranthagam range in Kancheepuram District for 4000 MW Cheyyur Ultra Mega Power Project in the State of Tamil Nadu



Registered Office
1st Floor, “Urjanidhi” 1, Barakhambha Lane, Connaught Place,
New Delhi – 110 001
December, 2014

BID INVITATION LETTER

Ref: 03/PFCCL/SPV08/01

Date:.....

To

.....
.....

Sub: Sealed Bids for Consultancy Services for “Carrying out DGPS demarcation of corner boundaries and for supplying & erecting cement concrete pillars (RCC pillars) in 9.83 ha. (approx.) of Paliayur Reserved Forest Land of Maduranthagam range in Kancheepuram District for 4000 MW Cheyyur Ultra Mega Power Project in the State of Tamil Nadu”.

1.0 Background

Government of India, through its Ministry of Power (MoP) introduced the Ultra Mega Power Project (UMPP) Program with the objective of developing large capacity power projects in India. Power Finance Corporation Ltd. (PFC), a Govt. of India Undertaking, has been designated to act as a nodal agency and Central Electricity Authority (CEA), GoI, is the technical partner for the development of UMPPs while the Ministry of Power (MoP) is involved as a facilitator. PFC incorporates wholly owned subsidiaries as Special Purpose Vehicles (SPVs) under the Companies Act for UMPPs to obtain necessary linkages, clearances, acquire land and approvals including for water, land and power sale arrangements take approval and necessary clearances for the project in accordance with the Guidelines issued by MoP, Govt. of India.

One such UMPP project is proposed to be set up near village Cheyyur, District Kancheepuram, Tamil Nadu. For this project, a SPV namely Coastal Tamil Nadu Power Ltd. (CTNPL) was incorporated by PFC as its wholly owned subsidiary on January 9, 2007.

Total of 1143 acres of land is being acquired for Cheyyur UMPP of which 9.83 ha. (24.29 acres approx.) is Reserved Forest land. As per the stipulated condition of the Forest Department for the grant of stage –I clearance, demarcation of the proposed forest area have to be carried out by erecting cement concrete pillars duly numbered at an interval of 20 meters.

PFCCL wishes to avail services of Consultancy Organisation/Agency for carrying out DGPS demarcation of corner boundaries and for supplying & erecting cement concrete pillars (RCC pillars) in 9.83 ha. (approx.) of Paliayur Reserved Forest Land of Maduranthagam range in Kancheepuram District for 4000 MW Cheyyur Ultra Mega Power Project in the State of Tamil Nadu (“Project Area”) as per the

Guidelines of Ministry of Environment & Forest (MoEF). Sealed Price Bids are invited for the same.

The Scope of Work, Eligibility Criteria, Selection procedure and criteria, terms of payment, terms and conditions etc. are as follows:

2.0 SCOPE OF WORK

The Scope of work will include carrying out DGPS demarcation of corner boundaries and supplying & erecting cement concrete pillars (RCC pillars) in 9.83 ha. (approx.) of Paliyur Reserved Forest Land of Maduranthagam range in Kancheepuram District for 4000 MW Cheyyur Ultra Mega Power Project in the State of Tamil Nadu ("Project Area") as per the Guidelines of Ministry of Environment & Forest (MoEF). The broad Scope of work will include the following:

- i. Carrying out Differential Global Positioning System (DGPS) demarcation of corner boundaries of 9.83 ha. (24.29 acres approx) of land proposed for diversion for 4000 MW Cheyyur UMPP at Palaiyur Reserved Forest Land of Maduranthagam range in Kancheepuram District.
- ii. Making RCC pillars of size – 125cm x 20cm x 20cm. Each pillar to be constructed with RCC 1:2:4 i.e. 1 part cement, 2 part coarse sand and 4 part 20mm nominal size chips with 4 nos. of vertical bar of 8 mm dia Tor steel and binder of 6mm dia mild steel @ 150mm centre to centre.
- iii. Transportation of pillars to forest plot boundary area in Paliyur Reserved Forest Land of Maduranthagam range in Kancheepuram District.
- iv. Making of pot hole of size 45cm x 45cm x 65cm for fixing of pillars.
- v. Fixing of RCC pillars at boundary points at an interval of 20 meters around 9.83 ha. (24.29 acres approx) of forest land proposed for diversion for 4000 MW Cheyyur UMPP at Palaiyur Reserved Forest Land of Maduranthagam range in Kancheepuram District.
- vi. Fixing of half-length inside ground at a visible distance from the previous pillar and at every corner and bends. Each pillar to be embedded underground at least half the length of pillar with plain cement concrete 1:2:4 i.e. 1 part cement, 2 part coarse sand and 4 part 20 mm nominal chips.
- vii. Taking readings & marking co-ordinates etc. on the each pillar of forest boundary.
- viii. Assisting forest officials, revenue officials or any other officials from state/central Government Department during site inspection and fixing of pillars at site.

3.0 Time Schedule for Completion of the Work

The total period of assignment would be 30 days from the date of issuance of Letter of Award by PFCCL. However, the time period will be mutually extended depending upon the constraints being faced during execution of the assignment as may be required.

4.0 Eligibility Criteria

- 4.1 The Consulting Organisation/Agency should have undertaken and successfully completed at least two (02) assignments of civil construction work like construction of building, erection of Pillars etc. of minimum cost of Rs. 2 lakhs in last 3 financial years i.e. from Financial Year 2012-13 onwards. Also, the Consulting Organisation/Agency should either have experience of carrying out DGPS demarcation work for the said area or it may use the services of third party agency for the same. However, responsibility of the completion of the assignment would rest with the Consultancy Organisation/Agency. While submitting the Bid, Consultancy Organisation/Agency may indicate any such arrangement under which it is proposing to carry out the DGPS demarcation work.
- 4.2 The Consulting Organisation/Agency is required to submit the documentary proof (e.g. Copy of work Order/Letter of Award/Lol/Purchase Order or any other representative documents etc.) for meeting the above eligibility criteria. In case the Consultancy Organisation/Agency is using the services of third party agency for DGPS demarcation work, the documentary proof for such experience of the third party may be provided.
- 4.3 The Consulting Organisation/Agency should have Annual Turnover of Rs. 5 lakhs or above in any of the last 3 financial years i.e. from Financial Year 2012-13 onwards. The Consulting Organisation/Agency is required to submit a copy of the auditor's certificate in this regard certifying the Annual Turnover.

5.0 PERIOD OF ENGAGEMENT

The period of engagement would be till the completion of all the activities as per the scope of work.

6.0 BASIS OF OFFER

- 6.1 Bidder (Consultancy Organisation/Agency) shall quote prices in INR. The price should be quoted on a lump sum basis inclusive of all taxes and duties etc. other than service tax as may be applicable for complete scope of works as indicated in Form-6.
- 6.2 The price quoted by the bidders shall be on firm basis. No escalation for any reason whatsoever shall be allowed over and above the bid price. 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 successful bidder by PFCCL.

6.3 The Bidder shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to PFCCL.

6.4 All expenses including all travel, boarding & lodging expenses, etc incurred by the Consultancy Organisation/Agency (except statutory payments and applicable taxes) for carrying out all the activities as per scope work will be borne by the Consultancy Organisation/Agency and PFCCL will not take any responsibility whatsoever on this account.

7.0 SUBMISSION OF BID

7.1 The bid shall consist of two parts "Technical Proposal" and "Financial Proposal" should be duly submitted online using e-procurement portal <https://www.tcil-inidia-electronictender.com> before **August 17, 2015 at 12:30 Hrs**, in the following manner:

- i) The "TECHNICAL PROPOSAL" should contain following:
 - a. The Consultancy Organisation/Agency should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work will be considered.
 - b. The "TECHNICAL PROPOSAL" should contain Form-1, Form-2 and Form-5 duly filled and signed by Authorised Signatory and Authority Letter as per Form-5.
 - c. Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Details of past experience are to be provided in Technical Bid. Documentary evidence (e.g. copy of Work Order/Letter of Award/Lol/Purchase Order or any other representative documents etc.) to be provided in support of past experience.

PFCCL may call for any clarifications/ information if required.

This "TECHNICAL PROPOSAL" should not contain any cost/price information, whatsoever.

The Forms mentioned in clause 7.1 above along with relevant documents, including covering letter will form part of tender documents. Each of the above Forms and also other documents to be submitted as per the bidding documents are to be duly signed on each page and stamped as required by the authorized representative of the bidder, which shall constitute the bid.

- ii) The **FINANCIAL PROPOSAL** should contain the detailed price offer for the consultancy services as per as per format provided at Form-6 of Bid Document.

7.2 Consultancy Organisations/Agencies are instructed not to approach via e-mail, fax, and telephone or contact any official in PFCCL as regards to this bid after the submission of the bids, apart from communications by PFCCL in writing, and any Consultancy Organisation/Agency doing so shall be summarily rejected.

8.0 BID OPENING AND EVALUATION OF PROPOSALS

8.1 Opening of “TECHNICAL PROPOSAL”

The “TECHNICAL PROPOSAL” will be opened on **August 17, 2015 at 15:30 Hrs** in the presence of the authorized representatives of the agencies, who wish to be present.

8.2 Technical Proposal

The Technical proposal would be opened and seen.

A) Responsiveness check

The check will be with respect to the following:

- i) The Consultancy Organisation/Agency should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work will be considered.
- ii) The Technical Proposal should contain Form-1, Form-2, and Form-5 duly filled and signed by Authorised Signatory and Authority Letter as per Form-5.
- iii) Details of past experience are to be provided in Technical Bid (Form-2). Documentary evidence (e.g. Copy of work Order/Letter of Award/Lol/Purchase Order or any other representative documents etc.) to be provided in support of past experience.

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

The bidder's relevant experience in the past 3 years (from Indian FY 2012-13 onwards including the current Financial Year till 7 days prior to submission of bid) will be considered. Experience of the bidders would be evaluated on the following basis:

- i) The Consultancy Organisation/Agency should have undertaken and successfully completed at least two (02) assignments of civil construction

work like construction of house building, erection of Pillars etc. with minimum cost of Rs. 2 lakhs in last 3 financial years i.e. from Financial Year 2012-13 onwards. Also, the Consulting Organisation/Agency should either have experience of carrying out DGPS demarcation work for the said area or it may use the services of third party agency for the same. **Max marks 70** (The marks will be allocated as follows: Two assignment = 50 marks, Three assignments = 60 marks, Four assignments or more = 70 marks)

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

The Bidder obtaining 70 marks or more would be regarded as technically qualified Bidder and considered for opening of “Financial Proposal”.

PFCCL may call for any clarifications/ information if required.

The agencies submitting documentary proofs as per clause 7.1(a) to (d) to the satisfaction of PFCCL would be considered as technically qualified.

8.3 Opening of “FINANCIAL PROPOSAL”

The “Financial Proposal” would be opened only of the technically qualified bidders. The Financial Proposal will be opened in the presence of the authorized representatives of the agencies, who wish to be present.

8.4 Evaluation of “FINANCIAL PROPOSAL”

The assignment will be awarded to the technically qualified Consultancy Organisation/Agency who has quoted lowest lump sum price, in Indian Rupees, without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected out rightly.

9.0 CONTRACT AGREEMENT

- 9.1 In the event of award, the selected Consultancy Organisation/Agency will be required to enter in to a Contract Agreement with the PFCCL within 7 (seven) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL.
- 9.2 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 selected Consultancy Organisation/Agency from Delhi State.
- 9.3 The Agreement will be signed in two originals and the selected Consultancy Organisation/Agency shall be provided with one signed original Agreement.

9.4 The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.

9.5 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.

10.0 Validity of Bid

The bidder shall keep their bids /proposals valid up to 90 (sixty) days from the date of submission of bid. The bidder may be required to further extend the validity of Bid as per the requirement of PFCCL.

11.0 TERMS OF PAYMENT

Sl. No.	Description	Payments as % of Lump Sum Price
i)	Completion of DGPS demarcation of corner boundaries	35%
ii)	On supply & fixing of actual number of RCC Pillars on the boundary of the forest plot on fortnightly basis after duly verified by PFCCL	45%
iii)	After completion of the site inspection by the DFO /Forest Officials.	20%

11.1 The selected Consultancy Organisation/Agency shall submit the bills in duplicate to PFCCL addressed to EVP, PFCCL, indicating the stage achieved, out of the ones indicated above.

11.2 All expenses including travel expenses incurred by the Consultancy Organisation/Agency (except the statutory payments and applicable taxes) for carrying out all the activities as per scope of work will be borne by the Consultancy Organisation/Agency and PFCCL will not take any responsibility whatsoever on this account.

12.0 Other Terms & Conditions

- i) The financial proposal by the Consultancy Organisation/Agency shall be in Indian Rupees as per format enclosed (Form 4) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- ii) The selected Consultancy Organisation/Agency shall make available the services of the identified personnel as may be required for successful execution of the assignment and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.

- iii) All claims shall be raised by the selected Consultancy Organisation/Agency as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.
- iv) In case there is a delay by the selected Consultancy Organisation/Agency in accomplishing the work as per scope of work which in the opinion of PFCCL is attributable to the selected Consultancy Organisation/Agency, PFCCL reserves the right to get such specific work(s) done through any other Consultancy Organisation/Agency(s) at the risk and cost of the selected Consultancy Organisation/Agency for timely completion of the work.
- v) 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.
- vi) Given the nature of the work being entrusted, the Consultancy Organisation/Agency 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 written approval of PFCCL, failing which the engagement of the Consultancy Organisation/Agency could be terminated.
- vii) If due to any reason or decision of the Govt. /PFCCL, the Assignment is dropped and the Consultancy Organisation/Agency is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Consultancy Organisation/Agency and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- viii) **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, organisations would not be hired, under the circumstances set forth below:

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

- ix) The selected Consultancy Organisation/Agency shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the selected Consultancy Organisation/Agency, or its personnel.
- x) No offer should be sent by Fax or E-mail.
- xi) Offers received in the designated office after the due time and date mentioned above shall not be considered.
- xii) PFCCL reserve the right to accept or reject any or all Proposals/Offer or annul the Bid Process or modify/ change the content of the bid document without assigning any reason.
- xiii) PFCCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.

Yours sincerely,

For and on behalf of PFC Consulting Ltd.

(Yogesh Juneja)
Executive Vice President

Encl.: As above

FORM – 1: COVERING LETTER

From:	To:
Name:	Executive Vice President
Designation:	PFC Consulting Ltd.,
Address:	First Floor, Urjanidhi
	1 Barakhamba Lane
	Connaught Place
	New Delhi – 110001

Sir,

Sub: Selection of an agency for carrying out DGPS work and supplying & erecting cement concrete pillars (RCC pillars) in 9.83 ha. (approx.) of Paliayur Reserved Forest Land of Maduranthagam range in Kancheepuram District for 4000 MW Cheyyur Ultra Mega Power Project in the State of Tamil Nadu.

1. We _____ (Name of Consultancy Organisation/Agency) herewith enclose Technical & Financial proposal for selection of an agency for carrying out DGPS work and supplying & erecting cement concrete pillars (RCC pillars) in 9.83 ha. (approx.) of Paliayur Reserved Forest Land of Maduranthagam range in Kancheepuram District for 4000 MW Cheyyur Ultra Mega Power Project in the State of Tamil Nadu.
2. We are submitting our Bid consisting of:
 - i) **Technical Bid** in a sealed envelope consisting of:
 - a) The Covering Letter (Form-1) in which the Consultancy Organisation/Agency inter alia agrees to the entire scope of work and deliverables as proposal for deviation / part scope of work will not be considered.
 - b) Form-1, Form-2 and Form-5 duly filled and signed by authorised signatory and authority letter as per Form-5.
 - c) Details of past experience in Technical Bid. Documentary evidence (e.g. Copy of work Order/Letter of Award/Lol/Purchase Order/Completion certificate/ Project Report /proof of payment/ any other relevant documents etc.) in support of past experience.
 - d) Letter of Authority in favour of the Authorised Signatory submitting the Bid as per Form -5.

ii) **Price Offer** (as per format provided at Form 6 of 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 price is firm and shall remain valid for the entire period of the assignment. We further declare that the above quoted lump sum fee includes all taxes (excluding service tax), duties & levies etc. payable by us under this 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 90 days from the date of submission of bid.
7. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the 'Terms of payment' clauses as stipulated in the bid documents.
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 and 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, payment terms and all other terms and conditions as contained in the 'Bid Document'. The proposal is unconditional.
13. We certify that all the information provided in our bid is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract.
14. We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organisations/clients and also do not have business or family relationship with member(s) of PFC's

and/or PFCCL's employees or persons positioned in or on the Board of these two organisation by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL forever.

15. We certify that all the information provided in our bid is 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.
16. Further, we undertake that in the event of our appointment, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the organisation would be terminated.

Signature of Authorized Person

Name

Designation & seal

Date:

Place:

FORM – 2: EXPERIENCE OF CONSULTANCY ORGANISATION/AGENCY

1. Brief Description of the Consultancy Organisation/Agency:
2. Outline of experience on assignments:

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

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

List of documents attached:

- 1.
- 2.
- .

Signature of Authorized Signatory

Full Name

Address

Note:

- 1.The Consultancy Organisation/Agency's relevant experience from Indian FY 2012-13 onwards till 7 days prior to bid submission date will be considered.
2. Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/Lol/Purchase Order or any other representative documents etc.
3. Please attach copy of documentary proof of satisfactory completion for assignment(s) handled from Client(s).

FORM – 5: AUTHORISATION LETTER

(ON THE LETTER HEAD OF THE CONSULTANCY ORGANISATION/AGENCY)

I _____ certify that I am _____ of the Consultancy Organisation/Agency, organised under the laws of _____ and that _____ who signed the above Proposal is authorised to bind the Consultancy Organisation/Agency by authority of its governing body.

Signature:

Full Name:

Address:

(Seal)

FORM – 6: SCHEDULE OF PRICE BID

(To be submitted as Financial Proposal in Second Envelope)

Sub: Selection of an agency for carrying out DGPS work and supplying & erecting cement concrete pillars (RCC pillars) in 9.83 ha. (approx.) of Paliayur Reserved Forest Land of Maduranthagam range in Kancheepuram District for 4000 MW Cheyyur Ultra Mega Power Project in the State of Tamil Nadu.

I _____ (Name) on behalf of _____
(Name of the Consultancy Organisation/Agency) herewith submit the Financial Proposal for carrying out DGPS work and supplying & erecting cement concrete pillars (RCC pillars) in 9.83 ha. (approx.) of Paliayur Reserved Forest Land of Maduranthagam range in Kancheepuram District for 4000 MW Cheyyur Ultra Mega Power Project in the State of Tamil Nadu

Sl. No	Description	Unit	Total Lump Sum Price in INR (In Words Also)
1	Carrying out DGPS demarcation of corner boundaries and supplying & erecting cement concrete pillars (RCC pillars) in 9.83 ha. (approx.) of Paliayur Reserved Forest Land of Maduranthagam range in Kancheepuram District for 4000 MW Cheyyur Ultra Mega Power Project in the State of Tamil Nadu complete in all respect as per scope of works and other terms and conditions mentioned in the bid document.	Lump sum	
	Total		

Note:

1. The price offer for the Assignment should be quoted on 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 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. The Consultancy Organisation/Agency shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the Consultancy Organisation/Agency without any additional cost to PFCCL.
3. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the Consultancy Organisation/Agency by PFCCL
4. All expenses including travel expenses, boarding & lodging expenses, etc incurred by the selected Consultancy Organisation/Agency (except statutory payments and applicable taxes) for carrying out all the activities as per scope of work will be borne by the selected Consultancy Organisation/Agency and PFCCL will not take any responsibility whatsoever on this account.
5. The financial proposal with condition(s) or alternate price bid will be summarily rejected.

Seal

Authorised Signatory
Full Name
Address

CONTRACT AGREEMENT

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of the month of _____, 2014, 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

_____ having its office at _____
_____ hereinafter called the "Consultancy Organisation/Agency" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

WHEREAS the Owner is in the process of selection of an Consultancy Organisation/Agency for carrying out DGPS demarcation of corner boundaries and supplying & erecting cement concrete pillars (RCC pillars) in 9.83 ha. (approx.) of Paliayur Reserved Forest Land of Maduranthagam range in Kancheepuram District for 4000 MW Cheyyur Ultra Mega Power Project in the State of Tamil Nadu.

AND WHEREAS the Owner is intending to hire an experienced and qualified Consultancy Organisation/Agency who has undertaken similar projects and is capable of providing "Services".

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

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

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

1.0 GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the assignment.
- (b) "Contract" means this Contract together with all Appendices and including all modifications made in accordance with the provisions of Clauses 12 hereof between the Owner and the Consultancy Organisation/Agency.
- (c) "Consultancy Organisation/Agency" means _____.
- (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 Consultancy Organisation/Agency as employees, for the purposes of rendering services or any part thereof; Personnel includes:
 - (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
 - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Consultancy Organisation/Agency, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the Consultancy Organisation/Agency has

performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Consultancy Organisation/Agency has been made.

- (k) "Services" means the works to be provided/performed by the Consultancy Organisation/Agency for completion of various tasks as described in Letter of Award (LoA) hereto;
- (l) "Starting Date" means the date referred to in Clause 3.3 hereof;
- (m) "Third Party" means any person or entity other than the Owner and the Consultancy Organisation/Agency.

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 Consultancy Organisation/Agency have signed the present contract.

3.2 Termination of Contract for Failure to Become Effective

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

3.3 Commencement of Services

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

3.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 10 hereof, this Contract shall expire after the Consultancy Organisation/Agency has performed all his Services as per

the terms and conditions envisaged in this Contract and the Owner has issued a 'No claim Certificate' to the Consultancy Organisation/Agency.

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

5.0 OBLIGATIONS OF THE CONSULTANCY ORGANISATION/AGENCY

5.1 Standard of performance

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

5.2 COMPLAINTS WITH RULES AND REGULATIONS

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

5.3 CONFLICT OF INTEREST

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

5.4 Benefit from Commissions, Discounts etc.

Payment to the Consultancy Organisation/Agency shall constitute the Consultancy Organisation/Agency's only payment in connection with this Contract or the Services, and the Consultancy Organisation/Agency shall not

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

5.5 Consultancy Organisation/Agency and Affiliates not to be otherwise interested in Project

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

5.6 Prohibition of Conflicting Activities

The Consultancy Organisation/Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

5.7 Insurance to be taken out by the Consultancy Organisation/Agency

The Consultancy Organisation/Agency shall take out and maintain, at its own cost, insurance against risks etc.

5.8 Liability of the Consultancy Organisation/Agency

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

- (a) The Consultancy Organisation/Agency shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultancy Organisation/Agency or its Personnel; and

- (b) The Consultancy Organisation/Agency shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

5.9 Documents Prepared by the Consultancy Organisation/Agency to be the Property of the Owner

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

6.0 CONSULTANCY ORGANISATION/AGENCY'S PERSONNEL

6.1 Agreed Personnel

The Consultancy Organisation/Agency hereby agrees to engage the personnel in order to fulfill his contractual obligations under this contract.

6.2 General

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

6.3 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 Consultancy Organisation/Agency, it becomes necessary to replace any of the Personnel, the Consultancy Organisation/Agency 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 Consultancy Organisation/Agency shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.

- (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 Consultancy Organisation/Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

7.0 OBLIGATIONS OF THE OWNER

Payment

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

8.0 PAYMENTS TO THE CONSULTANCY ORGANISATION/AGENCY

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

8.2 Mode of Payment

Payments will be made by the Owner to the Consultancy Organisation/Agency in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

8.3 The Consultancy Organisation/Agency shall submit the bills in duplicate to PFCCL addressed to EVP, PFCCL.

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

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

8.6 All payments under this Contract shall be made to the account of the Consultancy Organisation/Agency with:

Account No _____ Bank,

9.0 Suspension

The Owner may, by written notice of suspension to the Consultancy Organisation/Agency, suspend all payments to the Consultancy Organisation/Agency and invoke Performance Bank Guarantee hereunder:

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

or

(ii) if at any stage it is found that the Consultancy Organisation/Agency has provided any wrong information/ false information/ mis-represented the fact.

10.0 Termination

10.1 By the Owner

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

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

(a) if the Consultancy Organisation/Agency fails to remedy a failure in the performance of its 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 Consultancy Organisation/Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 17** hereof;
- (c) if the Consultancy Organisation/Agency submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultancy Organisation/Agency knows to be false;
- (d) if, as the result of Force Majeure, the Consultancy Organisation/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if Consultancy Organisation/Agency become Bankrupt and the company has been wound up through liquidation proceedings.
- (f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

10.2 Cessation of Rights and Obligations

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 Consultancy Organisation/Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

10.4 Payment upon Termination

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

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

11.0 Force Majeure

11.1 Definition

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

11.2 No Breach of Contract

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

11.3 Measures to be taken

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

11.4 Extension of Time

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 Consultancy Organisation/Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

12.0 Amendment/Modification

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

13.0 Amicable Settlement

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

14.0 FAIRNESS AND GOOD FAITH

14.1 Good Faith

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

14.2 Operation of the Contract

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

15.0 TAXES AND DUTIES/CHANGE IN LAW.

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

16.0 Law Governing Contract

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

17.0 SETTLEMENTS OF DISPUTES/ ARBITRATION.

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

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

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

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

18.0 GENERAL PROVISIONS

18.1 Language

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

18.2 Headings

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

18.3 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed,

or when sent by registered mail, or facsimile to such Party at the following address:

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

Attention: Mr. _____
Facsimile: 011-23456170,

2. For Consultancy Organisation/Agency:

Attention: _____
Facsimile: _____

18.4 Notice will be deemed to be effective as follows:

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

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

18.6 Authority of Consultancy Organisation/Agency in Charge

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

18.7 Authorised Representatives

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

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

(b) on behalf of the Consultancy Organisation/Agency
_____ or his designated representative.

18.8 WAIVER OF RIGHT

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

18.9 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.

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

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

FOR AND ON BEHALF OF
[OWNER]

By :
Authorized Representative

FOR AND ON BEHALF OF
[CONSULTANCY ORGANISATION/AGENCY]

By :
Authorized Representative

LIST OF APPENDIX

A. Letter of Award