

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

Electronic Tender Document

For

Appointment of Technical Consultant for undertaking Land Acquisition & Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand.



Only for Consulting Organizations empanelled with PFCCL under Area Code 3

Registered Office
1st Floor, “Urjanidhi”
1, Barakhambha Lane, Connaught Place,
New Delhi - 110001

June 24, 2019

PFC Consulting Ltd. invites E-Tenders for “Appointment of Technical Consultant for undertaking Land Acquisition & Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand”.

a)	Start Bid Date & Time	June 24, 2019 (Monday) from 12:00 hrs (IST)
b)	Close Bid Date & Time	July 22, 2019 (Monday) till 12:00 hrs (IST)
c)	TOE Start Time	July 22, 2019 (Monday) at 12:30 hrs (IST)
d)	Financial Bid Opening	To be intimated to qualified bidders

Note:

1. Tender Notice and Tender Document are available on PFC Consulting Ltd. website and can be downloaded from <https://www.pfcclindia.com>. For bid submission, the Bidder will have to necessarily download an official online copy of the Tender Document from e-Procurement Portal http://www.mstcecommerce.com/eprochome/pfccl/buyer_login.jsp. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the PFC Consulting Ltd. website and said e-Procurement Portal only. Printed copy of Tender Document will not be sold from PFC Consulting Ltd. office.
2. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
3. Bidders are advised to start the registration process on the e-Procurement Portal as it may take a few days so as to avoid any delay in bid submission (upload) stage. Bidders may visit MSTC's e-procurement Portal Guidelines for vendors at <https://www.mstcecommerce.com/eprochome/UserManualVendor.pdf> for further details.

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SECTION -1
BID INVITATION LETTER

BID INVITATION LETTER

Ref:03/UM/Deoghar/Technical

June 24, 2019

To

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Sub: Electronic Bids are invited for Appointment of Technical Consultant for undertaking Land Acquisition & Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand.

Dear Sir,

PFC Consulting Limited has been entrusted by Power Finance Corporation Limited for development of 4000 MW Ultra Mega Power Project in India. Government of Jharkhand intends to develop UMPP in District Deoghar, Jharkhand. The developer for the UMPP would be selected through tariff based international competitive bidding process in line with the provisions of "Guidelines for Determination of Tariff" through Transparent Process of Bidding for UMPPs.

105 MCM water is proposed to be taken from River Ganga for the project. Water is proposed to be transported to the project site through a water pipeline corridor approx 125 Km. Coal for the project is expected to be allocated from Rajmahal Coalfields and would be transported to the project site through a MGR Corridor approx 100 Km.

Electronic Bids are invited in single stage two envelop system (Technical bid & Price bid) from Indian Consulting organizations for undertaking Land Acquisition & Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand.

1.0 Scope of work

The scope of the consultant shall include Land Acquisition & Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand. The detailed scope of work is included in the Bid Document. The following Scope of Work for the Technical Consultant is proposed:

A) Opening of site office at Deoghar

The Consultant shall open a site office at Deoghar, where executives of appropriate level and number will be posted for successful completion of the assignment. However, PFCCCL will review the arrangement and give appropriate required direction.

B) Land Acquisition and other Studies

1. Main Plant including Ash Corridor, Approach/ Service Roads, R&R site.

- a. Collection & compilation of Land Records (RoR) using Revenue Maps / Sheets, Toposheets etc. from District Administration / Land & Revenue Department / Survey of India etc. for preparation of Land schedule, Land Use Plan, Digitized Revenue Sheets, Combined Mauza Map etc.
- b. Obtaining a Mineral map of the proposed site (including soil type) and information (if available) that the site is not located on economically feasible mineable mineral deposit.
- c. Preparation of Land Schedule and submission of Application to District Administration for issuance of Section 4 notification under RFCTLARR Act, 2013 for commencement of SIA

Study.

- d. To undertake all activities for submission of application for Alienation of Government Land to District Administration till the signing of Lease in favour of Infrastructure SPV.
- e. The consultant is expected to fully provide support during conduct of SIA as per the requirement of Land Acquisition Act 2013 and to coordinate with the Agency appointed by the concerned authority for conducting SIA. Consultant would do all the needful activities and provide all support/assistance to SIA Agency.
- f. Preparation and submission of Land Acquisition application for Power Plant as mentioned above to District Administration for notification of Section -11 under “Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013” or under other relevant Act/ Rules.

Further, *the scope of work includes follow up with District Administration/ HQ/ concerned officials/Agency etc for notification of Section-19 & Section-23 i.e. till Award in the name of Infrastructure SPV under “Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or under any other relevant Act. The role of the Consultant would be till possession of the land is obtained in the name of Infrastructure SPV for the project.*

- g. During Land Acquisition process, the Consultant’s responsibility and liability also includes organizing and conducting Gram Sabhas, Public hearings etc. as and when required and following up with the State Govt. and concerned authorities. Expediting the resolutions and minutes as the case maybe.
- h. Rehabilitation and Resettlement (R&R) Report & Corporate Social Responsibility (CSR) Report would be prepared by PFCCL. The Consultant will provide assistance to PFCCL in preparation of the above reports.
- i. To prepare & submit the forest diversion application as per “**Forest Conservation Act 1980**” and *scope of work encompasses up to obtaining Forest Clearance (Stage I and Stage II) from MoEF&CC* by submitting necessary documentation including DGPS survey map of Forest plots, Compensatory Afforestation site or any other required survey map to the concerned administrative authorities.
- j. To arrange Forest Enumeration, Compensatory Afforestation program, Forest Right Act Certificate, arranging field verification and compliance, Pillar Posting on the forest demarcated boundary in consultation with forest officials, obtaining local clearances, if any, expediting & forwarding of application by State Govt. to MoEF&CC, follow-up with MoEF&CC and furnish clarifications, additional documentation, presentation to MoEF, provide all technical and logistic support to Forest Department/ MoEF etc. in obtaining forest clearance.
- k. The Consultant will have to undertake all necessary studies as may be required as per the notification(s) issued by the MoEF&CC during the execution of the assignment.

2. **Water Pipeline Corridor & Coal Transportation Corridor:** The water for the project is proposed to be drawn from Ganga River 125 Km from the project. The coal for the project is likely to be allocated from Rajmahal Coalfields, about 100 Km away from the project.

- a. Collection & compilation of Land Records (RoR) using Revenue Maps / Sheets, Toposheets etc. from District Administration / Land & Revenue Department / Survey of India etc. for preparation of Land schedule, Land Use Plan, Digitized Revenue Sheets, Combined Mauza

Map etc.

- b. Obtaining a Mineral map of the proposed site (including soil type) and information (if available) that the site is not located on economically feasible mineable mineral deposit.
- c. Preparation of Land Schedule and submission of Application to District Administration for issuance of Section 4 notification under RFCTLARR Act, 2013 for commencement of SIA Study.
- d. To undertake all activities for submission of application for Alienation of Government Land to District Administration till the signing of Lease in favour of Infrastructure SPV.
- e. To undertake all activities for Submission of Application to concerned department for obtaining Right of Way/ Right of Use, as may be applicable, for the corridors till the Right of Way/ Right of Use is obtained.
- f. To obtain all clearances from relevant departments of State/ Central Govt. etc. for crossing of corridors through water bodies, Railway lines, Highways, Irrigation projects etc. as may be required.
- g. The consultant is expected to fully provide support during conduct of SIA as per the requirement of Land Acquisition Act 2013 and to coordinate with the Agency appointed by the concerned authority for conducting SIA. Consultant would do all the needful activities and provide all support/assistance to SIA Agency.
- h. Preparation and submission of Land Acquisition application for Power Plant as mentioned above to District Administration for notification of Section -11 under “Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013” or under other relevant Act/ Rules.

Further, *the scope of work includes follow up with District Administration/ HQ/ concerned officials/Agency etc for notification of Section-19 & Section-23 i.e. till Award in the name of Infrastructure SPV under “Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or under any other relevant Act. The role of the Consultant would be till possession of the land is obtained in the name of Infrastructure SPV for the project.*

- i. During Land Acquisition process, the Consultant’s responsibility and liability also includes organizing and conducting Gram Sabhas, Public hearings etc. as and when required and following up with the State Govt. and concerned authorities. Expediting the resolutions and minutes as the case maybe.
- j. Rehabilitation and Resettlement (R&R) Report & Corporate Social Responsibility (CSR) Report would be prepared by PFCCL. The Consultant will provide assistance to PFCCL in preparation of the above reports.
- k. To prepare & submit the forest diversion application as per “**Forest Conservation Act 1980**” and *scope of work encompasses up to obtaining Forest Clearance (Stage I and Stage II) from MoEF&CC* by submitting necessary documentation including DGPS survey map of Forest plots, Compensatory Afforestation site or any other required survey map to the concerned administrative authorities.
- l. To arrange Forest Enumeration, Compensatory Afforestation program, Forest Right Act Certificate, arranging field verification and compliance, Pillar Posting on the forest demarcated boundary in consultation with forest officials, obtaining local clearances, if any,

expediting & forwarding of application by State Govt. to MoEF&CC, follow-up with MoEF&CC and furnish clarifications, additional documentation, presentation to MoEF, provide all technical and logistic support to Forest Department/ MoEF etc. in obtaining forest clearance.

- m. The Consultant will have to undertake all necessary studies as may be required as per the notification(s) issued by the MoEF&CC during the execution of the assignment.

3. Coal Blocks and Land for Infrastructure Facilities related to coal blocks:

- a. To undertake all activities for Land Acquisition under CBA (A&D), Act 1957 and RFCTLARR Act 2013 **or** any other applicable Act and to assist in taking over possession of unencumbered land by Infrastructure SPV.
- b. During Land Acquisition process, the Consultant will assist in organizing and conducting Gram Sabhas, Public hearings etc. as and when required and following up with the State Govt. and concerned authorities. Expediting the resolutions and minutes as the case maybe.
- c. Coordinating, following up, attending meeting(s)/conference(s), making presentations to the agencies/organizations/authorities, as may be required and desired by PFC Consulting Limited (PFCCL), for obtaining clearances. Also, the Consultant would be required to interact, attend review meetings and make presentations to PFCCL/SPV/Ministry of Power (MoP)/ MoEF&CC, various Departments of Govt. or any other agency at a time and place intimated by PFCCL.
- d. To prepare & submit the forest diversion application as per **“Forest Conservation Act 1980”** and *scope of work encompasses up to obtaining Forest Clearance (Stage I and Stage II) from MoEF&CC* by submitting necessary documentation including DGPS survey map of Forest plots, Compensatory Afforestation site or any other required survey map to the concerned administrative authorities.
- e. To arrange Forest Enumeration, Compensatory Afforestation program, Forest Right Act Certificate, arranging field verification and compliance, Pillar Posting on the forest demarcated boundary in consultation with forest officials, obtaining local clearances, if any, expediting & forwarding of application by State Govt. to MoEF&CC, follow-up with MoEF&CC and furnish clarifications, additional documentation, presentation to MoEF, provide all technical and logistic support to Forest Department/ MoEF etc. in obtaining forest clearance.
- f. Carrying out all related and/or incidental activities required for obtaining clearances/approvals for completion of the assignment.
- g. Any other activities as intimated by PFCCL for successful completion of the assignment.

2.0 Deliverables

The consulting organization is required to submit the following deliverables in line within the time schedule indicated against each deliverables. These time schedules may increase or decrease as required by PFCCL or for completion of the assignment depending upon sequence of completion of interrelated activity/statutory approvals.

Sl. No.	Deliverables	Time Schedule from the date of issue of LoA
A.	Main Plant including Ash Corridor, Approach/ Service Roads, R&R site	
i.	Collection of Land Records (RoR), Revenue Maps / Sheets, Toposheets etc. from District Administration / Land & Revenue Department / Survey of India etc.	60 days
ii.	Submission of application for Alienation of Government Land to District Administration	120 days
iii.	Preparation and submission of Land Acquisition application for Power Plant and ash pipeline corridors, Service/approach roads etc. to District Administration for Notification of Section-4 under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013	180 days
iv.	Submission of application for Forest Clearance to concerned authority under "Forest Conservation Act 1980".	400 days
v.	Notification of Section-11 under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 for Power Plant and ash pipeline corridors, Service/approach roads etc.	480 days
vi.	Obtaining Stage I Forest clearance from MoEF&CC.	700 days
vii.	Obtaining notification of Section-19 & Section-23 for Award in the name of Infrastructure SPV of Power Plant and ash pipeline corridors, Service/approach roads etc. under "Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013" or under any other relevant Act.	720 days
B.	Water Pipeline Corridor (WPC) & Coal Transportation Corridor (CTC)	

Sl. No.	Deliverables	Time Schedule from the date of issue of LoA
i.	Preparation and submission of Land Acquisition application to District Administration for notification of Section-4 under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 Submission of application for Alienation of Government Land to District Administration	WPC: Within 120 days after finalization of intake point for water Pipeline Corridor CTC: Within 120 days after finalization of Coal Block for the project
ii.	Submission of application for Forest Clearance to concerned authority under “Forest Conservation Act 1980”.	WPC: Within 400 days after finalization of intake point for water Pipeline Corridor CTC: Within 400 days after finalization of Coal Block for the project
iii.	Obtaining Stage I Forest clearance from MoEF&CC.	700 days
iv.	Obtaining notification of Section-19 & Section-23 for Award in the name of Infrastructure SPV under “Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013” or under any other relevant Act.	720 days
C.	Coal Block(s) and Land for Infrastructure Facilities related to coal blocks etc.	
i.	Submission of application to the concerned Authorities under CBA (A&D), Act 1957 <u>or</u> RFCTLARR Act 2013 <u>or</u> any other applicable Act for issuance of Section 4(1) of under CBA (A&D), Act 1957 or equivalent in other Acts	Within 240 days of allocation of coal block(s)
ii.	Procuring the declaration of the Central Government under Section-9 of the Coal Bearing Areas (Acquisition & Development) Act 1957 for the Captive Coal Block(s) land or equivalent in other Acts	600 days
iii.	Possession of Coal Block(s) Land	700 days

Note: The time schedule above is based on the statutory/ technical requirement. However, actual schedule may vary based on actual progress of the project. Both PFCCL and Technical Consultant will make best efforts to achieve the above deliverables. The engagement of the Technical Consultant will be till achievement of all the Deliverables. The above deliverables are indicative. The actual deliverables would depend upon the requirement, time taken by various Government Departments, Authorities etc. The involvement of Consulting Organization would be till successful completion of Assignment/ Scope of work.

3.0 Eligibility criteria

- i) The Consulting Organization should be Empanelled with PFCCL under Area Code 3.
- ii) The Consulting Organization should be submitting the bid on its own and not in consortium with any other Consulting Organization.
- iii) The Consulting Organization should have cumulative Turnover of Rs. 3 Crores in immediate last three (3) financial years as per audited annual account. The bidder should submit documentary proof in support of the Turnover in the form of certificate, certified by Chartered Accountant.
- iv) The Consulting Organization should have undertaken (completed) at least one (1) Consultancy assignment for assisting Organization / Client in Land Acquisition (RFCTLARR Act, 2013 / CBA (A&D) Act, 1957). Any of forest related activities like Preparation of Forest Clearance application, Tree Enumeration, obtaining FRA certificate, Compensatory Afforestation etc. under FC Act, 1980 & FRA Act, 2006 in last five (5) years from the bid due date. The Consulting Organisation should submit copy of Letter of Award (LoA) and copy of milestones achieved till the award i.e. Section 23 in RFCTLARR Act, 2013 or equivalent in CBA Act, 1957 or equivalent or any other documentary evidence on the above.
- v) The Consulting Organisation is required to submit the documentary evidence for meeting the above eligibility criteria as per the format enclosed at Form No.2. Further, CVs of team members must be enclosed with the Bid document and listed at Form-3.

4.0 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

5.0 Period of Engagement

The period of engagement would be till the completion of the assignment. The consultant is expected to associate with the project for a considerable period and they should be able to extend the services as and when required which may not be in a continuous manner.

6.0 Basis of Offer

The price offer for the Assignment should be quoted on a unit rate basis for individual activities as mentioned in Form 6 inclusive of all taxes and duties etc as may be applicable. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST, if any, shall be paid over and above the bid price (price to be quoted as per Form-6).

For the purpose of evaluation, selection and award, Lump sum amount would be calculated on the

basis of indicative quantum of lands mentioned in Form 6. However, payment would be made on the basis of actual land acquired/ notified for award.

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.

7.0 Submission of Bid

The bid shall consist of two parts "Technical Proposal" and "Financial Proposal" and should be duly submitted online using the e-Procurement Portal http://www.mstcecommerce.com/eprochome/pfccl/buyer_login.jsp on or before the due date and time.

Note:

- a. The Technical Proposal should contain Form-1, Form-2, Form-3, Form-4, Form-5 and Form -7 duly filled and signed by authorized signatory and authority letter as per Form-5.
- b. The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work will be considered.
- c. Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI or any other representative documents etc. and proof of satisfactory completion for assignments handled 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 certificate certified by Chartered Accountant.
- f. 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.
- g. 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.

8.0 Bid Opening and Evaluation of Proposals

8.1 Opening of Technical Proposal

The Technical Proposal will be opened online on **July 22, 2019 12:30 hrs (IST)** in the presence of the authorized representatives of the bidders, who wish to be present.

8.1.1 Technical Proposal

The Technical proposal would be opened online and seen and checked for responsiveness check as per clause 8.1.1 (A).

A) Responsiveness check

The check will be with respect to the following:

- i) The Technical Proposal should contain Form-1, Form-2, Form-3, Form-4, Form-5 and Form -7 duly filled and signed by authorised signatory and authority letter as per Form-5.
- ii) 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.
- iii) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order or any other representative documents etc. and proof of satisfactory completion for assignments handled from their Clients.) to be provided in support of past experience.
- iv) Adequacy of the proposed Methodology and work Plan in responding to the Scope of Work as per Form -7.
- v) Documentary proof in support of turnover shall be submitted by the Bidder in the form of certificate certified by Chartered Accountant, for meeting minimum turnover criteria.

PFCCCL may call for any clarifications/ information if required. Bid of any Consulting Organisation not meeting any or all the above criteria, the technical evaluation of the Consulting Organisation will not be carried out and the bid shall be marked non responsive.

B) Evaluation (100 marks)

The Technical Proposal would be evaluated on the following basis:

The Consulting Organization should have undertaken (completed) at least one (1) Consultancy assignment for assisting Organization / Client in Land Acquisition (RFCTLARR Act, 2013 / CBA (A&D) Act, 1957). Any of forest related activities like Preparation of Forest Clearance application, Tree Enumeration, obtaining FRA certificate, Compensatory Afforestation etc. under FC Act, 1980 & FRA Act, 2006 in last five (5) years from the bid due date. The Consulting Organisation should submit copy of Letter of Award (LoA) and copy of milestones achieved till the award i.e. Section 23 in RFCTLARR Act, 2013 or equivalent in CBA Act, 1957 or equivalent or any other documentary evidence on the above.

(The marks will be allocated as follows: One assignment = 70 marks, Two assignments = 85 marks, Three assignments or more = 100 marks) **Max marks 100.**

The Consulting Organizations are required to submit the documentary evidence in support of claiming the above experience and details shall be furnished as per Form-2. The Consultant not fulfilling the criteria in accordance to clause 3.0 would not be qualified for opening of financial Proposal.

8.2 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.

8.2.1 Financial Proposal

- a. The Financial Proposal for the Assignment should be quoted on a unit rate basis for individual activities as mentioned in Form 6 inclusive of all taxes and duties etc as may be applicable. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST, if any, shall be paid over and above the bid price (price to be quoted as per Form-6).
- b. For the purpose of evaluation, selection and award, Lump sum amount would be calculated on the basis of indicative quantum of lands mentioned in Form 6. However, payment would be made on the basis of actual land acquired/ notified for award.
- c. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST, if any, shall be paid over and above the bid price.
- d. 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.
- e. 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 outrightly.
- f. 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.

9.0 Contract Performance Guarantee (CPG)

In the event of an award, the selected bidder (Consultant), within thirty (30) days of issue of Letter of Award from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to 10% (Ten Percent) of the total consultancy fee. The CPG should be as per PFCCL's proforma and should be kept valid upto 30 (Thirty) months from the Letter of Award which would be extended till completion of the assignment, whichever is later.

10.0 Contract Agreement

- 10.1 In the event of award, the selected bidder ("**Consultant**") will be required to enter in to a Contract Agreement with the PFCCL within 10 (ten) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL.
- 10.2 Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the Consultant from Delhi State.
- 10.3 The Agreement will be signed in two originals and the consultant shall be provided with one signed original Agreement
- 10.4 The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.
- 10.5 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.

11.0 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.

12.0 Terms of Payment

Payments would be made as per the following Stages:

Sl. No.	Description	Payments on the basis of Form 6
1	<p>Advance for Site Mobilization against submission of Bank Guarantee (BG) of equivalent amount as per PFCCL proforma to be valid for 6 months from the date of Letter of Award.</p> <p>(To be recovered in first four equal installments from the stage payments. In case, the amount is not recovered in initial four installments, it will be extended to next installments till the full amount is recovered. In case no such stage payment becomes due till the expiry of Bank guarantee, the BG will be required to be extended for a further period of 6 months on one occasion till such period the amount is completely recovered).</p>	10% of Lump Sum Price
2	<p>Acquisition of land under RFCTLARR Act 2013 respectively for Main Plant, Water Corridor, Coal Transportation Corridor and Land for Infrastructure facilities for coal block etc.</p>	
	a. Preparation and submission of application along with land schedule of entire land of the Power Plant Area for issuance of notification under Section 4 of the RFCTLARR Act 2013 or applicable Act/Rules	20% of the respective applicable amount.
	b. Finalization of Land Schedule after completion of SIA study	10% of the respective applicable amount.
	c. Publication of SIA Study u/s 6 of the RFCTLARR Act 2013 or applicable Act/Rules by the Competent Authority	10% of the respective applicable amount.
	d. Publication of preliminary notification under Section 11(1) of the RFCTLARR Act 2013 or applicable Act/Rules by the Competent Authority	20% of the respective applicable amount.
	e. Obtaining notification of entire land of the Power Plant Area under Section 19 of the RFCTLARR Act 2013 or applicable Act/Rules	10% of the respective applicable amount.
	f. Publication of notice u/s 21(1) of the RFCTLARR Act 2013 or applicable Act/Rules by the Competent Authority for entire power plant land.	10% of the respective applicable amount.
	g. Obtaining notification of entire land of the Power Plant Area under Section 23 of the RFCTLARR Act 2013 or applicable Act/Rules	20% of the respective applicable amount.
3	<p>Acquisition of Coal Block land under CBA Act 1957</p>	
	a. Obtaining notification of entire land under Section- 4 of Coal Bearing Areas (Acquisition and Development) Act or applicable Act/Rules	25% of the applicable amount.
	b. Preparation and submission of application along with land schedule of entire land under Section- 7 of Coal Bearing Areas (Acquisition and Development) Act or applicable Act/Rules	25% of the applicable amount.
	c. Obtaining notification of required land under Section- 7 of Coal Bearing Areas (Acquisition and Development) Act or applicable Act/Rules	20% of the applicable amount.

Sl. No.	Description	Payments on the basis of Form 6
	d. Obtaining declaration under Section- 9 of Coal Bearing Areas (Acquisition and Development) Act or applicable Act/Rules	10% of the applicable amount.
	e. Completion of acquisition of required land under Coal Bearing Areas (Acquisition and Development) Act or applicable Act/Rules	20% of the applicable amount.
3.	<u>Forest Clearance</u> respectively for Main Plant, Water Corridor, Coal Transportation Corridor and Land for Infrastructure facilities for coal block etc.	
	a. Preparation and Submission of application for Forest Clearance (stage I) to concerned authority under “Forest Conservation Act 1980”.	30% of the respective applicable amount.
	b. Obtaining Forest clearance (stage I)	20% of the respective applicable amount.
	c. Preparation and Submission of application for Forest Clearance (stage II) to concerned authority under “Forest Conservation Act 1980”.	30% of the respective applicable amount.
	d. Obtaining Forest clearance (stage II)	20% of the respective applicable amount.

The Consultant shall submit the bills in duplicate to PFCCL addressed to CEO, PFCCL, indicating the stage achieved, out of the ones indicated above.

13.0 Travel Expenses

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

14.0 Other Terms & Conditions

- i) The financial proposal by the bidders shall be in Indian Rupees as per format enclosed (Form 6) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- ii) The Consultant shall make available appropriate personnel as may be required for successful execution of the assignment and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.
- iii) All claims shall be raised by the Consultant as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.
- iv) In case there is a delay by the Consultant in accomplishing the deliverables which in the opinion of PFCCL is attributable to the Consultant, PFCCL reserves the right to get such specific work(s) done through any other Agency(ies) at the risk and cost of the Consultant for timely completion of the deliverables.
- v) In case the performance of the proposed team member(s) is not satisfactory, the Consultant will be asked to change/replace the team member(s) within three days of receipt of such request from PFCCL with a member acceptable to PFCCL.
- vi) PFCCL with the approval of CEO can cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect.
- vii) Given the nature of the work being entrusted, the Consulting Organisation would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the Consulting Organisation could be terminated.
- viii) If due to any reason or decision of the Govt/Client. The Assignment is dropped and the Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Consultant and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- ix) **Conflict of Interest:** Organisations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organisations/ 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 organization when being engaged, and if found incorrect, the organization would be debarred from any further engagement by PFCCL ever.

- x) The Consultant shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Consultant, or the Consultant's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.
- xi) No offer should be sent by Fax or E-mail.
- xii) 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.

Encl.: As
Above

(P.C. Hembram)
EVP

SECTION -2

BID FORMS AND PROFORMA

FORM – 1: COVERING LETTER

From:

Name: Designation:

Address:

To:

CEO

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

Sir,

Sub: Assistance to PFC Consulting Limited (PFCCL) for undertaking Land Acquisition& Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand.

1. We _____(Name of consulting organization) herewith enclose Technical & Financial proposal for selection of our organisation as consultant on lump sum basis for undertaking Land Acquisition& Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand
2. We are submitting our bid consisting of:
 - i) **Technical Bid** in a sealed envelope consisting of:
 - a) Documentary proof in support of turnover shall be submitted by the Bidder in the form of certificate certified by Chartered Accountant.
 - b) 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.
 - c) 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.
 - d) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Completion certificate/ Project Report /proof of payment/ any other relevant documents etc.) to be provided in support of past experience.
 - e) Details of key personnel proposed to be deployed are to be provided in Technical bid as per format provided at Forms-3&4.
 - f) The Bidder should submit a Letter of Authority in favour of the authorized signatory submitting the Bid as per Form-5.
 - g) Adequacy of the proposed Methodology and work Plan in responding to the Scope of Work as per Form -7.

- ii) **Price Offer** should be submitted online as per format provided at Form 6 of Section 2 of Bid document.
3. _____[Name and contact information of one of the team member] shall be the Team Leader for the assignment.
4. We declare that the quoted lump sum fee is firm and shall remain valid for the entire period of the consultancy assignment. We further declare that the above quoted fee includes all taxes (excluding GST), 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 Consulting Organisations interested in this proposal as principal or principals are named herein and that no other company, person or Consulting Organisation 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, 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 organisations/clients and also do not have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organisation by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL forever.
14. We certify that all the information provided in our bid, including the information regarding the team members, are true. 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 project site/Deoghar 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 Consulting Organisation should be submitting the bid on its own and not in consortium with any other Consulting Organisation.
2. The Consulting Organisation should have cumulative Turnover of Rs. 5 Crores in immediate last three (3) financial years as per audited annual account. However if the Consulting Organisation is less than two year old minimum cumulative turnover of Rs. 3 Crores is required. The bidder should submit documentary proof in support of the turnover in the form of certificate, certified by Chartered Accountant.
3. The Consultant should have undertaken (completed or in progress) at least one (1) Consultancy assignment for assisting Organisation / Client in Land Acquisition (RFCTLARR Act, 2013 / CBA (A&D) Act, 1957), Forest related activities (FC Act, 1980 & FRA Act, 2006) in last five (5) years from the bid due date.
4. The Consultant should have undertaken (completed or in progress) at least one (1) Consultancy assignment for assisting / obtaining Organization / Client in Forest related activities (FC Act, 1980 & FRA Act, 2006) in last five (5) years from the bid due date.

5. The Consultant should submit various milestones achieved so far (at least for One assignment) for any Organisation / Client, till the award i.e. Section 23 of RFCTLARR Act, 2013 or equivalent in CBA Act, 1957, anywhere in India. The Consultant should submit copy of Letter of Award (LoA) and copy of milestones achieved till the award i.e. Section 23 in RFCTLARR Act, 2013 or equivalent in CBA Act, 1957.
6. The Consultant should have assisted to any Organisation / Client in submitting online application (at least for one assignment) for Forest Diversion Proposal (FDP) for obtaining Stage I Clearance through MoEF / OSMFCP portal. The Consultant should submit copy of Letter of Award (LoA) and State Serial No. / any suitable document confirming that the proposal has been submitted to MoEF.
7. Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/LoI/or any other representative documents etc.

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

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

Signature of Authorized Signatory

Full Name:

Address:

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

Name: _____

Profession/ Present Designation: _____

Total post qualification experience: _____ Years with organization: _____

Educational Qualification: _____

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

(Please enclose attested copy of educational qualifications)

Experience:

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

Language:

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

Certification:

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

Signature of Team member

Full Name:

Date:

Signature of Authorized Signatory

Full Name:

Date:

FORM – 5: AUTHORISATION LETTER
(ON THE LETTER HEAD OF THE CONSULTING ORGANISATION)

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: Assistance to PFC Consulting Limited (PFCCL) for undertaking Land Acquisition & Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand.

I _____(Name) on behalf of _____(Name of the Consultancy Organization) herewith submit the Financial Proposal for Consultancy Services for undertaking Land Acquisition & Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand.

I confirm that acquisition of following lands will inter alia include various activities like assessment and finalization of land keeping in view CEA/applicable Guidelines, plant layout, water intake, coal & POL transportation, collection and procurement of documents, preparation of land schedule, preparation of application, assistance and co-ordination with various authorities, activities upto transfer and safe holding of land by Special Purpose Vehicle (SPV) and any other associated/ required activities

- i. Approx. 2500 acres for the Power Plant Area
- ii. Approx. 600 acres of Water Corridor
- iii. Approx. 500 acres for the Coal Transportation Corridor
- iv. Approx. 5000 acres Coal Block Land
- v. Approx 400 acres for Infrastructure facilities, R&R etc. related to coal block development

Sl. No.	Name of the Item/Study/Activities	Unit	Quantity	Rate (INR)/Acre	Total INR (Lakhs)
1 (i)	Approx. 2500 acres for the Power Plant Area which will include Ash dyke, colony, water storage, ash corridor, access roads, land for rehabilitation and resettlement (R&R) etc.	Acres	2500		
1 (ii)	Approx. 600 acres for Water Corridor.	Acres	600		
1 (iii)	Approx. 500 acres for the Coal Transportation Corridor	Acres	500		
1 (iv)	Acquisition of Coal Block land	Acres	5000		
1 (v)	Acquisition of Land for Infrastructure facilities, R&R etc. related to coal block development	Acres	400		
2 (i)	Forest Clearance for Main Plant including DGPS survey, pillar posting, tree	Acres	500		

Sl. No.	Name of the Item/Study/Activities	Unit	Quantity	Rate (INR)/Acre	Total INR (Lakhs)
	enumeration, compensatory afforestation etc.				
2 (ii)	Forest Clearance for Water Pipeline Corridor including DGPS survey, pillar posting, tree enumeration, compensatory afforestation etc.	Acres	100		
2 (iii)	Forest Clearance for Coal Transportation Corridor including DGPS survey, pillar posting, tree enumeration, compensatory afforestation etc.	Acres	100		
2 (iv)	Forest Clearance for Coal Block Land including DGPS survey, pillar posting, tree enumeration, compensatory afforestation etc.	Acres	1000		
2 (v)	Forest Clearance for Land for Infrastructure facilities, R&R etc. related to coal block development including DGPS survey, pillar posting, tree enumeration, compensatory afforestation etc.	Acres	100		

Note:

1. The above mentioned quantum of lands are indicative and only for purpose of evaluation. The activities for Land Acquisition shall cover the area as per the requirement to be specified by PFCCL. The payments would be made on the basis of actual land acquired/ notified for award i.e. for which notification under Section 23 under LARR Act would be issued or equivalent under CBA Act. Any deduction or addition in payment would be adjusted as per the land finally acquired/ notified for award.
2. The price offer for the Assignment should be quoted on lump sum basis. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment. However, GST, if any, shall be paid over and above the bid price.
3. Survey for the water, coal transportation corridors shall be carried out on about 20 meters and about 60 meters width respectively and subsequent acquisition in more than one district. For ash and approach road corridors, survey shall be carried out as per norms/practice.
4. Social Impact Assessment (SIA) Study and associated activities as per the Right to Fair Compensation, Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 are expected to be carried out by the District Authority and as such it is not in the scope of the

Consulting Organization. However, if District Authority/Competent Authority directs to carry out the SIA Study and other activities, Consultant shall have to carry out the same for which cost will be determined mutually.

5. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the consultant by PFCCL.
6. All related travel expenses incurred by the Consultant's personnel for journeys to site or Client's Office or anywhere in connection with the consultancy services/study under Scope of this assignment will be borne by the Consultant and PFCCL will not take any responsibility whatsoever on this account.
7. 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.
8. 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

CEO

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 Consultancy Services for undertaking Land Acquisition & Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand.

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

Authorized Signatory:

Full Name:

Address:

(Seal)

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

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

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

Dear Sirs,

In consideration of the PFC Consulting Limited (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) have awarded to M/s.....with its Registered/Head Office at.....(hereinafter referred to as the 'Consultant' by issue of Owner's Letter of Award No.....dated.....and the same having been unequivocally accepted by the Contractor/Consultant resulting into a contract valued at.....for.....(Scope of Contract) and the Contractor/Consultant having agreed to provide a Contract Performance Guarantee for the 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/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/Consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/Consultant. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor/consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/Consultant or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

Dated this Day of 2019.....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 CPG should be as per PFCCL's proforma and should be kept valid upto 30 (Thirty) months from the Letter of Award which would be extended till completion of the assignment, whichever is later.
The stamp paper of appropriate value shall in the name of Bank issuing the guarantee.

PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

Ref: _____

Bank Guarantee: _____

Date: _____

Dear Sir,

In consideration of M/s _____ (Hereinafter referred as the 'Owner', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and assigns), having awarded to M/s. _____ (hereinafter referred to as the 'Technical Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award/ Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant resulting in a Contract valued at _____ for _____ (Scope of Work) Contract (hereinafter called the 'Contract') and the Owner having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

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

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

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

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto _____ and including @ _____ and shall be extend from time to time for such period (not exceeding one year), as may be

desired by M/s. _____ on whose behalf this guarantee has been given.

Date this _____ day of _____ 2019 _____ at _____

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

Designation (With Bank Stamp)

Attorney No: _____

Date: _____

Strike out, whichever is not applicable

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

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

SECTION -3

TECHNICAL SPECIFICATIONS

(These Specifications are standard and indicative only, however, the bidders are required to adopt the best industry practice/international norms for carrying out the Scope of Work and Deliverables.)

SOCIO-ECONOMIC STUDY

1.0 THE AIMS AND OBJECTIVE OF THE STUDY:

- 1.1 The aim of the study is to assess the number of project affected persons (PAP,s) overall impact due to land acquisition and establishment of the project on the affected villages and its populace in general and the PAP whose livelihood is affected (directly or indirectly) due to land acquisition in particular. The study will also enumerate the number of PAP'S.
- 1.2 The objective of the study will be to establish base line condition assess the social-economic impacts due to land acquisition and project activities, establish the no. of impoverishment risk to find ,out the most vulnerable section of society and suggest the action which could be initiated immediately to address these issues and reduce impoverishment risks.
- 1.3 To achieve these objectives the consultant will cover the following aspects in the study.
 - i) Establish a social-inventory of the affected villages.
 - ii) Social-economic impact-special mention should be given to women and SC/ST population.
 - iii) Impoverishment Risk Analysis of PAP.
 - iv) Identity indicators for monitoring the standard of living of PAP in future.
 - v) Presentation of all relevant information as ready reckons reference.

2.0 SCOPE OF WORK

In order to achieve the aim of the study it would be necessary to obtain the necessary details of PAP such as total land, land to be acquired by project, land left, production from the land, loss of income due to land less or loss of indirect income, movable, immovable assets etc. This would involve preparation of village's profiles and family/individual PAP profile for all the affected villages and families.

On the basis of the interpretation and analysis of the information and data collected through individual/family/village profiles, to prepare an appropriate R&R action plan for the rehabilitation of PAP's along with various community development activities.

2.1 SOCIAL INVENTORY:

This will include the social, cultural, economic, historical, political and environmental aspects. A detailed inventory of available infrastructure will be prepared. The economic base of the affected village and the PAP will be established. The social groups and the kinship among the villagers will be established. Tribal if any shall be categorized and described separately.

2.1.1 Village profile shall include the following apart from the other relevant socio economic data.

- i) Social/Infrastructural facilities such as roads, schools, community building health centers, sanitation works and electricity facilities etc.
- ii) Community/Social groups active in the area and their contribution towards betterment of local people PAP.
- iii) Role/Activities undertaken by the local authorities like the State Government ZilaParishad/Panchayat etc, in the upliftment /development of community. Also the development activities run by the Distt./State authorities in the area like IRDP Indira Awas Yojna, PM Rojgar Yojna- MNP etc.
- iv) Socio-political situation of the village.

2.1.2 The details of land as given below.

- i) Details of different types of land viz. revenue, forest, panchayat land etc. The amount of land under each category held by the PAP legally and by traditional and customary rights together with details of land belonging to each of these categories which is likely to be acquired
- ii) Details of land under different categories owned by PAP along with land owned/cultivated by them in other villages. The quality of land to be acquired and left with the PAP.
- iii) Resources base of the PAP including land, cattle, milk animal agricultural labour, other labours, self-employment, government service etc.

2.1.3 Details of affected persons access to source of fodder, firewood, potable water, irrigation, education and health care, post office, Telephone facility, Bank, Bus stop, Railway Station.

2.1.4 Cropping patterns of land holding PAP assessment/estimate of income from agricultural produce and the total income.

2.1.5 Identify the various funding agencies for development schemes that can be taken up through community organization such as Mahila/Yuvak Mandal among the PAP community.

2.1.6 Identifying the development schemes of the government such as IRDP, JRY, and PMRY and suggest possible age with the entitlement package in line with R&R policy.

2.1.7 Identify the vulnerable, women and aged PAP and those below the poverty line.

2.1.8 The study should also identify the tribal if any in the area and describe about them separately.

2.1.9 The details of chronic illness disease. Morality rate in the area.

2.2 BASELINE DATA

2.2.1 Will establish the land to be acquired type of land, total production from the land, the increase in demand of specific goods and services the infrastructure and details of PAP due to acquisition of land.

2.2.2 In accordance with State Govt. R&R policy the project-affected person has been defined into the following categories and the study shall enumerate actual number of PAP category wise for each village.

- i) Displace families losing all land including homestead land.
- ii) Displaced families losing more than 2/3rd of agricultural land and homestead land.
- iii) Displaced families losing more than 1/3rd of agricultural land and homestead land.
- iv) Displaced families losing only homestead land but not agricultural land.
- v) Families losing all agricultural land but not homestead land.

Classification of any affected person who is losing livelihood but not covered in the above category will be discussed with PFCCL based on the loss of their livelihood.

2.2.3 The study should develop the profile of each PAP in order to monitor the development process.

2.2.4 The study should also ascertain the options of individual PAPs who adopt various rehabilitation measures and income generating schemes keeping in view their eligibility criteria. Total land requirement due to resettlement colony, infrastructure requirement, etc. has to be worked out on the basis of base line data and the application for acquiring the land is also to be submitted in consultation with the concerned department of Government of Jharkhand.

2.2.5 INDIVIDUAL/ FAMILY PROFILE

The individual/family profile of all the PAPs shall be in the following pattern so as to assess the present socio economic status of PAPs.

- i) Demographic details and occupations of the family- father, mother their children other dependants, single parents, particularly mother their children and those who live on their own and their classification in accordance with State Govt. categorization of project affected person.
- ii) Details of land under different categories owned and to be left with the family after land acquisition along with land owned/cultivated by them in either village, along with income for each category of land.
- iii) Resource base of family including land, cattle, milk, animal, agricultural labour, other labour, self-employment, government service.
- iv) Cropping patterns of land holding families and an assessment of income from agricultural produce.
- v) Patterns of income and expense of each family as a base for calculation of its income.
- vi) Details of Government grant loans etc received by the affected person under IDRP or any other such schemes.
- vii) The health status with specific detail of chronic diseases mortality and morbidity rate.
- viii) To estimate the household loss of production from the land due to land that is likely to be acquired by the project.
- ix) To assess the extent of possession of immovable properties like houses, wells, ponds, trees etc from the very household/PAP.
- x) To assess the employment potentials of the area with the help of educational status unemployed personnel available for work.

2.2.6 Assess the actual number of PAP s of each village and categories each PAP.

2.3 IMPACT ASSESSMENT

2.3.1 Assess the impact of project activities on the base line social inventory. Assess the socio- economic impact of land acquisition and/or resettlement on the PAP. This should be indicated category wise.

2.3.2 Assess the impact of acquisition of different types of land which have been cultivated by PAP

2.3.3 Assess the total loss of assets its monetary value and loss of annual income/revenue to PAP community and village due to proposed project.

2.3.4 Assess the psychological impact on the PAPs as result of the displacement due to the project activities and suggest mitigatory measures. The attitude and reaction of PAPs towards the project may be described.

2.3.5 Assess the socio-economic impact of land acquisition and displacement or women their role in their family and the subsistence economy and suggest how these can be mitigated through the process of resettlement and rehabilitation or community development measures.

2.3.6 The status of MNP should be prepared. The government of India MNP should be compared with

the affected village status to give a comparative status.

2.4 IMPOVERISHMENT RISK ASSESSMENT (IRA)

IRA will be carried out covering the following aspect

2.4.1 LANDLESSNESS

Expropriation of land removes the main foundation upon which people productive systems commercial Activities, and livelihoods are constructed. This is the principal form of de-capitalization and Pauperisattle of displaced people, as they lose both Physical and man-made capital.

2.4.2 JOBLESSNESS

Loss of wage employment occurs both in urban displacement and in rural areas and those losing jobs are landless laborers enterprise or service workers artisans and small businessmen. Yet creation of new jobs is difficult and requires substantial investment. Resulting unemployment or underemployment among resettles endures long after physical relocation has been completed.

2.4.3 HOMELESSNESS

Loss of housing and shelter may be only temporary for many displaces, but for some homelessness remains a chronic condition. In a broader cultural sense, homelessness is also the loss of a group's cultural space and identity resulting in a cultural impoverishment as argued by "Downing" and by students of place attachment. In a socio-spatial sense as a argued by "Chris de Wet", populations subjected to compulsory villagization schemes also experience a lasting sense of placelessness.

2.4.4 MARGINALIZATION

Marginalization occurs when families lose economic power and slide on a downward mobility path middle-income farm - households do not become landless, they become small landholders; small shopkeepers and craftsmen downsize and slip below poverty thresholds. Relative marginalization often begins long before actual displacement; for instance when lands are condemned for future flooding they are implicitly devalued as new public and private infrastructure investment are prohibited and the expansion of social service is undercut.

2.4.5 INCREASED MORBIDITY AND MORTALITY

Serious decrease in health levels result from displacement caused social stress insecurity, psychological trauma and the outbreak of relocation related illnesses particularly parasitic and vector-born disease such as malaria and schistosomiasis. Unsafe water supply and poor sewerage system increase vulnerability to epidemic and chronic diarrhea, dysentery etc. The weakest segments of the demographic spectrum-infants, children and the elderly are affected most strongly.

2.4.6 FOOD INSECURITY

Forced uprooting increases the risk that people will fall into chronic undernourishment defined as a calorie-protein intake levels below the minimum necessary for normal growth and work and food insecurity.

2.4.7 LOSS OF ACCESS TO COMMON PROPERTY

For poor people particularly for the landless and asset less loss of access to common property assets that belong to relocated communities represents a major form of income and livelihood deterioration. Typically loss of common property assets is not compensated by government relocation schemes with only a few positive exceptions mainly in China.

2.4.8 SOCIAL DIS-INTEGRATION

Forced displacement tears apart the existing patterns of social organization, personal ties, and the enveloping social fabric kinship groups are often scattered local labour markers are disrupted and people cultural identity is put at risk. Life-sustaining informal social networks of mutual help, local voluntary associations self-organized service arrangement are dismantled and rendered inactive. This unraveling represents a massive loss of social capital incurred by the uprooted people. Yet this loss remains unqualified and uncompensated. Such —elusivel disintegration process undermines livelihood in ways unrecognized by planners.

2.5 IDENTIFICATION OF DEVELOPMENT INDICATORS

Identification of indicators to monitor the standard of living of PAP in future and the factors behind these indicators are to be detailed.

2.6 GENERAL

- 2.6.1 Computerization of the list of PAP along with the date of individual profile vis-à-vis land acquired compensation paid present address and income level etc. %age loss of income to the total income.
- 2.6.2 Assess educational profile of PAP and their potential for vocational training.
- 2.6.3 Any other relevant information found necessary so as to enable preparation of a suitable RAP.
- 2.6.4 The above information is to be analyzed and reported in a presentable manner.

3.0 METHODOLOGY

- 3.1 The study should use primary/secondary data as well as the demographic data already available with the revenue officials of the area, census records, land records voters list etc. In addition to generation a comprehensive enumeration of all PAP in the area, through door-to-door survey, the study should identify each individual in the categories that entitles him to a specific package of entitlement. Interview with PAPs and discussions with community, Govt. offices, and voluntary agencies of the area shall be an important part of the study.
- 3.2 For base line social inventory a structural questionnaire shall be developed for all affected villages and will be filled in by the consultant.
- 3.3 For individual profile a structured questionnaire shall be developed, agreed and administered to all the PAP of the project. The consultants will authenticate the data through cross verification and through other sources.
- 3.4 A participatory rural appraisal exercise with the involvement of affected persons in participatory mapping and modeling of the villages including its common resources and developmental infrastructure shall be an important aspect of methodology. The data specific to women activities and those having special needs should be clearly brought out in the study.
- 3.5 The data on Tribal their habits and profiles of community and individuals shall be separately

spelled out.

- 3.6 All the data collected through the survey to be computerized on Dbase/Atlas GIS on village basis and the study as a whole.
- 3.7 The IRA will be addressed in a separate chapter based on the understanding and analysis of consultant.
- 3.8 All the data and information collected through the study could be analyzed and interpreted to enable PFCCL to formulate an action plan together with a methodology for implementation. Data would be presented through tables and analyzed. Interpretation of data and information are fundamental to the study and it is important that anthropologist/sociologists are involved in this. Such an approach would not only facilitate appropriate planning and speedy implementation of the project but also would result in the development of those affected by the project.
- 3.9 The interpretation should give equal weight age to qualitative and quantitative aspect so that a balance view of the impact of that acquisition, present need have affected persons and their choices are clearly brought out.
- 3.10 The social indicators will be addressed in the separate chapter.
- 3.11 The list of RAP along with individual profiles on land income skill etc be presented as a part of the report.
- 3.12 The findings of the study shall be presented at a Workshop for discussion before the report is finalized.
- 3.13 The consultant will submit detailed methodology of the study including following details.
 - (a) Detailed structure of the responsibilities of chief coordinators, experts, supervisors and field staff.
 - (b) Name, qualification and experience of each staff involved in the study.
 - (c) The detailed programmed of study with time schedule for each staff and each activity and the proposed period of time to be spent at site.

4.0 REPORTING & MONITORING

- 4.1 While carrying out the socio-economic study, the consultant should maintain close communication and should provide all reports to PFCCL. In addition at the end of the study before finalizing the same consultant should organize a workshop to present and discuss the results of the social-economic survey.
- 4.2 The weekly field study programmed shall be finalized and agreed with PFCCL within the overall time frame given in TOR. The weekly plan shall include the village houses to be surveyed and community meeting to be conducted. This shall be finalized along with the questionnaire within 30 days from the date of award.
- 4.3 A weekly progress report vis-à-vis the agreed weekly schedule shall be submitted to engineer in charge.
- 4.4 A monthly review meeting shall be held and minute along with the monthly report.
- 4.5 A table of contents on individual/family profile, village profile and social aspects shall be discussed

and finalized before analyzing the results of the survey. This shall be done within 15 days of the field survey completed.

4.6 The consultant shall computerize the input and field data for each PAP and process the data.

4.7 The draft report and final report shall contain filled up formats, graphs, charts, mouza, maps, vicinity maps etc., highlighting various impact factors along with detailed analysis. Also the computer floppy of the data/report should be handed over to PFCCL by the consultant along with the original set of questionnaire etc.

5.0 TIME SCHEDULE:

The work shall be completed as per time schedule given in covering letter.

5.1 The staffing requirement land maydays requirement for socio-economic survey of PAP is to be submitted by the consultant along with the offer. Any deviation in the staffing of adjustment upwards or downwards in the maydays shall be mutually agreed between PFCCL and the consultant.

5.2 The weekly field study program shall be finalized and agreed with PFCCL with in the overall time frame given in the TOR. The weekly plan shall include the village/no. of house to be surveyed and community meetings to be conducted.

6.0 BIDDING OFFER:

6.1 The Consultant will submit a detailed approach & methodology of the study identify the secondary data sources, state the specific inputs required from the PFCCL and give the names of experts to be deployed for various fields like social, anthropological, economic, IRA, PRA, Computer etc. Along with the organization structure for the field study and manpower deployment schedule.

6.2 For other conditions please refer the Conditions of the Contract.

7.0 DELIVERABLES:

7.1 The consultant should furnish two sets of (1) questionnaire (2) Annotated Table of contents and (3) two sets of data in tabular form before submission of draft report for approval. Further 4copies of draft report are to be submitted by you for approval. You shall furnish 15 (Fifteen) copies of the report with one copy for reproduction. Also 10 (ten) copies of report are to be submitted in local language. The raw data and the whole report is to be furnished on a floppy disc in format acceptable to PFCCL using the software like MS word, MS excel, Lotus 123, Dbase, Fox-pro only.

The draft report and final report shall contain filled up formats, graphs, charts, Mouza, Maps, vicinity Maps etc., highlighting various impact factors along with detailed analysis. Also the computer floppy of the date/report should be handed over to PFCCL by the consultant along with the original set of questionnaire etc.

SECTION -4

CONTRACT AGREEMENT

Form-11: 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 _____ 2019, 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 "**Assistance to PFC Consulting Limited (PFCCL) for undertaking Land Acquisition & Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand.**" (hereinafter to be referred as Project)

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

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

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

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

1.0 GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the Project.
- (b) "Contract" means this Contract together with all Appendices, Attachments, Exhibits and Schedules and including all modifications made in accordance with the provisions of Clause 12 hereof between the Owner and the Consultant.

- (c) "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 Consultant or by his Sub -consultant as employees, for the purposes of rendering services or any part thereof; Personnel includes:
 - (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
 - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Consultant, as the case maybe;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the consultant has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Consultant has been made.
- (j) "**Project**" means "Assistance to PFC Consulting Limited (PFCCL) for undertaking Land Acquisition & Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand."
- (k) "Services" means the works to be provided/performed by the 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 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 Consultant shall render/perform services at Delhi and at the Project site/Deoghar in the State of Jharkhand.
- (b) The Consultant also undertakes to perform/render services at other location or elsewhere as required for the execution of project or as specified by the Owner from time to time. The Owner

shall not bear any extra expenses/cost if, any, incurred by the consultant for providing services at other location.

3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT

3.1 Commencement of Contract

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

3.2 Termination of Contract for Failure to Become Effective

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

3.3 Commencement of Services

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

3.4 Expiration of Contract

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

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

4.0 Contract Performance Guarantee

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

5.0 OBLIGATIONS OF THE CONSULTANTS

5.1 Standard of performance

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

5.2 COMPLAINACE WITH RULES AND REGULATIONS

The Consultant agrees that it shall be responsible and liable to comply with and also undertakes to ensure and be responsible for compliance by the 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 consultant shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

5.4 Benefit from Commissions, Discounts etc.

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

5.5 Consultants and Affiliates not to be otherwise interested in Project

The Consultant agrees that, during the term of this Contract, the Consultant, 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 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 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 Consultant

The 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 Consultants

The 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 Consultant or his members in such performance, subject to the following limitations:

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

5.9 Consultant Action Requiring Owner's Prior Approval

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

- (a) appointing personnel to carry out any part of the Services, including the terms and conditions of such appointment;
- (b) entering into a subcontract with the 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 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 Consultant shall submit to the Owner the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix, including any supporting data required by the Owner.

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

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

6.0 CONSULTANT'S PERSONNEL

6.1 Agreed Personnel

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

6.3 Description of Personnel

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

6.4 Removals and/or Replacement of Personnel

- a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Owner:
 - i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.
- c) The new personnel provided as a replacement shall be governed by the same the terms and conditions of employment as the replaced personnel.
- d) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

7.0 OBLIGATIONS OF THE OWNER Payment

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

8.0 PAYMENTS TO THE CONSULTANTS

8.1 The Lump-sum cost of services payable in Indian Rupees is set forth in **Appendix E**.

8.2 Mode of Payment

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

8.3 The Consultant shall submit the bills in triplicate to the Owner on printed bill forms indicating the work done by him during the period for which payment is sought.

8.4 The Owner shall cause the payment of the Consultant as per the above given schedule of payment within sixty (60) days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Consultant or his members (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 Consultants with: Account No _____ Bank,

9.0 Suspension

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

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

or

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

10.0 Termination

10.1 By the Owner

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

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

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

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

10.2 Cessation of Rights and Obligations

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

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

10.3 Cessation of Services

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

10.4 Payment upon Termination

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

- (a) remuneration pursuant to **Clause 8** hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause 8 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) to (b) of **Clause 10.1** hereof, reimbursement of cost duly supported by the documentary evidence incident to the prompt and orderly termination of the Contract.
- (d) If due to any reason or decision of the Client/ Govt./ the Regulator, the Assignment is dropped and the Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Consultant and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.

11.0 Force Majeure

11.1 Definition

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

11.2 No Breach of Contract

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

11.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure or any combination of events shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event or any combination of events of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to 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 Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

12.0 Amendment/Modification

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

13.0 Amicable Settlement

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

14.0 FAIRNESS AND GOOD FAITH

14.1 Good Faith

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

14.2 Operation of the Contract

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

15.0 TAXES AND DUTIES/CHANGE IN LAW.

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

16.0 Confidentiality

The Consultant, their 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.

17.0 Law Governing Contract

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

18.0 SETTLEMENTS OF DISPUTES/ARBITRATION.

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

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

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

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

19.0 GENERAL PROVISIONS

19.1 Language

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

19.2 Headings

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

19.3 Notices

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

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

Attention: Mr. _____

Facsimile: 011-23443990,

2. For Consultants:

Attention:

Facsimile: _____ **Email:** _____

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

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

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

19.6 Authority of Consultant in Charge

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

19.7 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
- (b) on behalf of the Consultants _____ representative or his designated

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 Consultant shall open site office at Project Site/Deoghar, 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
[CONSULTANTS]

By _____ :
Authorized Representative

LIST OF APPENDICES

Duties of the Consultants

Description of the Services

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

Reporting requirements

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

Consultants' Personnel

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

Duties of the Owner

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

Cost of services

- E - Cost of services

Letter of Award

DESCRIPTION OF THE SERVICES

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

Authorized/designated
Representative of Owner

Authorized/designated
Representative of Consultant

REPORTING REQUIREMENTS

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

Authorized/designated
Representative of Owner

Authorized/designated
Representative of Consultant

CONSULTANT'S SUB CONSULTANTS AND KEY PERSONNEL

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

Authorized/designated
Representative of Owner

Authorized/designated
Representative of Consultant

DUTIES OF THE OWNER

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

Authorized/designated
Representative of Owner

Authorized/designated
Representative of Consultant

COST OF SERVICES
(Reference Clause 8.1 of Contract)

Total cost of Consultancy Services for **Assistance to PFC Consulting Limited (PFCCL) for undertaking Land Acquisition & Forest Clearance for setting up 4000 MW Ultra Mega Power Project in District Deoghar in the State of Jharkhand** complete in all respect as per scope of works and deliverables indicated in clause 1.0 and 2.0 respectively of Bid Invitation Letter is a lump sum contract price of **Rs...../-** (Rupeesonly). The lump sum contract price is inclusive of all taxes, duties etc. as applicable except Goods and Services Tax (GST) on the date of submission of bids and no escalation shall be allowed for the same. GST shall be paid extra by PFCCL at applicable rates on production of proof for the GST Registration No. of the Consulting Organisation.

SCHEDULE OF CONTRACT PRICE

Sl. No.	Name of the Item/Study/Activities	Unit	Quantity	Rate (INR)/Acre	Total INR (Lakhs)
1 (i)	Approx. 2500 acres for the Power Plant Area which will include Ash dyke, colony, water storage, ash corridor, access roads, land for rehabilitation and resettlement (R&R) etc.	Acres	2500		
1 (ii)	Approx. 600 acres for Water Corridor.	Acres	600		
1 (iii)	Approx. 500 acres for the Coal Transportation Corridor	Acres	500		
1 (iv)	Acquisition of Coal Block land	Acres	5000		
1 (v)	Acquisition of Land for Infrastructure facilities, R&R etc. related to coal block development	Acres	400		
2 (i)	Forest Clearance for Main Plant including DGPS survey, pillar posting, tree enumeration, compensatory afforestation etc.	Acres	500		
2 (ii)	Forest Clearance for Water Pipeline Corridor including DGPS survey, pillar posting, tree enumeration, compensatory afforestation etc.	Acres	100		

Sl. No.	Name of the Item/Study/Activities	Unit	Quantity	Rate (INR)/Acre	Total INR (Lakhs)
2 (iii)	Forest Clearance for Coal Transportation Corridor including DGPS survey, pillar posting, tree enumeration, compensatory afforestation etc.	Acres	100		
2 (iv)	Forest Clearance for Coal Block Land including DGPS survey, pillar posting, tree enumeration, compensatory afforestation etc.	Acres	1000		
2 (v)	Forest Clearance for Land for Infrastructure facilities, R&R etc. related to coal block development including DGPS survey, pillar posting, tree enumeration, compensatory afforestation etc.	Acres	100		

Lump Sum Contract Price : Rs./-
(Rupees only).

Note:

1. The above mentioned quantum of lands are indicative and only for purpose of evaluation. The activities for Land Acquisition shall cover the area as per the requirement to be specified by PFCCL. The payments would be made on the basis of actual land acquired/ notified for award i.e. for which notification under Section 23 under LARR Act would be issued or equivalent under CBA Act. Any deduction or addition in payment would be adjusted as per the land finally acquired/ notified for award.
2. Survey for the water, coal transportation corridors shall be carried out on about 20 meters and about 60 meters width respectively and subsequent acquisition in more than one district. For ash and approach road corridors, survey shall be carried out as per norms/practice.
3. Social Impact Assessment (SIA) Study and associated activities as per the Right to Fair Compensation, Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 are expected to be carried out by the District Authority and as such it is not in the scope of the Consulting Organization. However, if District Authority/Competent Authority directs to carry out the SIA Study and other activities, Consultant shall have to carry out the same for which cost will be determined mutually.

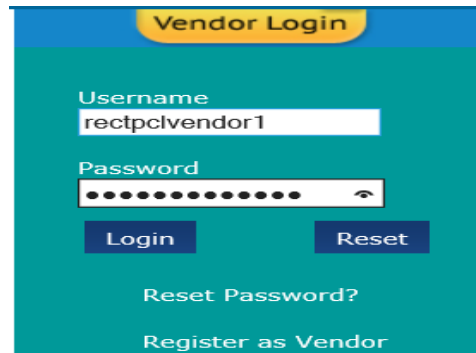
SPECIAL INSTRUCTION TO BIDDERS FORE- TENDERING

1. Use Internet Explorer to go to <https://www.mstcecommerce.com/eprochome/pfcc>

2. On the right side of the page click on Register as a Vendor:

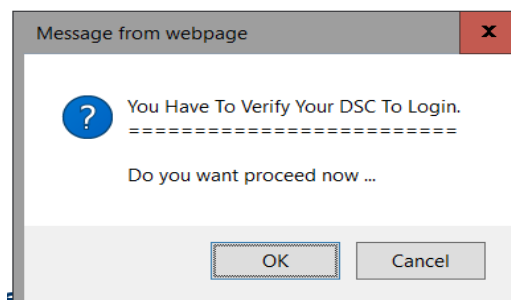
3. Fill the form that appears to create username and password.

4. Once the registration is done, login with your user name and password:

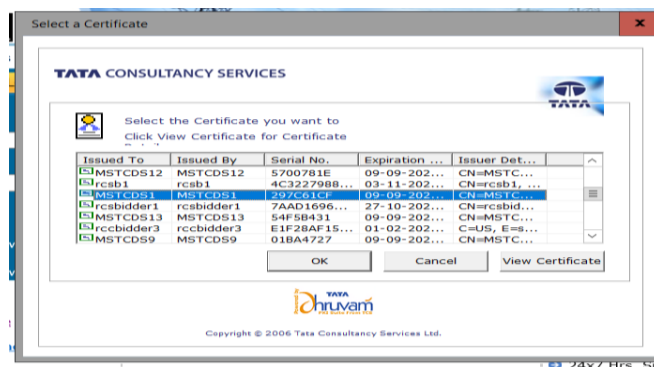


The image shows a 'Vendor Login' form with a teal background. It includes fields for 'Username' (containing 'rectpclvendor1') and 'Password' (masked with dots). There are 'Login' and 'Reset' buttons. Below the buttons are links for 'Reset Password?' and 'Register as Vendor'.

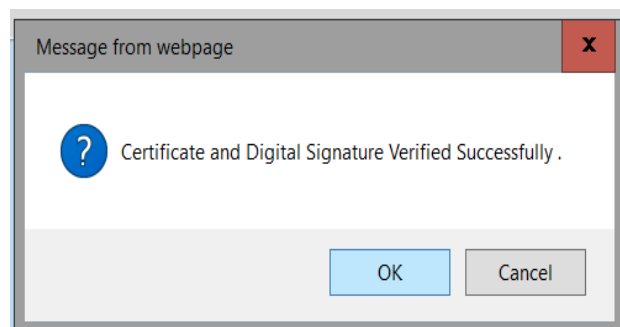
5. System will ask you to verify your digital signature



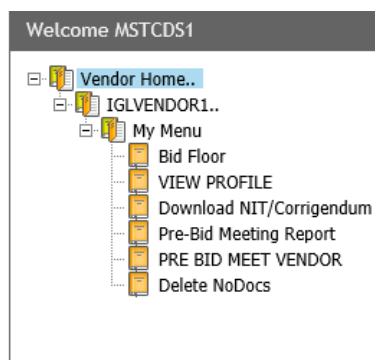
6. Press Ok and select your digital signature from the List:



7. Your digital signature will be verified



8. Once login is complete, a bidder can access My Menu through the left side of the page:



9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendum's. Select Event number and click on download to download the files:

10. To submit the bid a bidder can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

11. On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc) or RTGS/NEFT (Challan).

12. Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically.

On clicking the tender number one of the following screens will appear:
For 2 cover with price bid in excel

Hi MSTCDS1

EVENT INFO

Events Details		Current Server Time: 18.3.2019 16:48:59 IST	
Event No	Event Type	Event Start Time	Event Close Time
IGL/11/18-19/ET/30	2Cover_Price_Bid_Upload_in_Excel	05.02.2019 12:55:00	18.03.2019 18:00:00

Technical Bid Upload Docs

ITEM NO	ITEM Name	Price Bid	Final Submission	Withdraw Bid	Delete Bid	Bid Status
1	BUILDING	Download Upload Price	Final Submission	Withdraw Bid Submit regret letter with	Delete Bid	No Bid Saved

E-Tender Technical Cum Price Bid

Hi MSTCDS1

EVENT INFO

Events Details		Current Server Time: 18.3.2019 16:50:6 IST	
Event No	Event Type	Event Start Time	Event Close Time
IGL/abc/18-19/ET/77	E-Tender Technical Cum Price Bid	16.03.2019 13:36:00	19.03.2019 00:00:00

Common Terms Upload Documents

Lot No/Lot Name	Cover 1	Cover 2	Final Submission	Withdraw Bid	Delete Bid	Bid Status
1 test 1	Techno-Commercial	Price	Final Submission	Withdraw Bid	Delete Bid	Price Saved
2 test 2	Techno-Commercial	Price	Final Submission	Withdraw Bid	Delete Bid	No Bid Saved

13. For each type of event the event details including start time and close time the details will be given on the top of the page.
14. To submit the tender the bidder has to start from top left and submit the details one by one.
15. For 2 cover with price bid in excel, the bidder has to submit technical bid, by filling the details and clicking the save button.

(PLEASE ENTER ALL VALUES AND CLICK ON SAVE BUTTON TO SAVE YOUR OPINIONS)

Purchaser's Specification		Agree
1 Technical Terms		
1.1	a	Agree with remarks
1.2	a	Remarks
1.3	a	AGREE
1.4	a	Agree
1.5	a	AGREE

- a) After the technical bid is saved, a bidder can proceed to uploading documents through the link upload docs:

UPLOAD DOCUMENTS

Select Cover : Technical Bid

spec Browse... Upload

Back To Floor

- b) Please note that under no circumstance the price bid excel has to be uploaded here.
- c) After the documents have been uploaded, the bidder can click on download excel to download the excel format.
- d) Fill up the excel sheet as per the details given therein and tender document.

- e) To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.

- f) The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

16. For E-Tender Technical Cum Price Bid:

- In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.
- Then the bidder has to upload documents as per the list shown therein.
- Once the documents are uploaded the bidder has to submit the Technical and Price bids.
- The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. **Please note that at the end the bid must be final submit, otherwise the same will not be considered.**

Bidder's may note that in each case using the Delete bid button will only delete the bids and then the bidder can resubmit upload tender closing time.

Using the withdraw button the bid will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at PFCCL:

Contact Person	Mr. P.C. Hembram, EVP Mr. Rishab Jain, Manager
Telephone	011-23443904 011-23443923 [between 9:00 hrs to 17:30 hrs on working days]

For any assistance during bid submission, system settings etc. bidders may contact at MSTC:

Phone Number

03322901004, 01123212357, 01123215163, 01123217850

Email

mstenro@mstcindia.co.in

Please mention “Helpdesk” as subject while sending emails

Availability

10 AM to 5:30 PM on all working days.