

An initiative of



Ministry of Power,
Govt. of India

**Restructured Accelerated Power Development and
Reforms Programme (R-APDRP) of Govt. of India**

REQUEST FOR PROPOSAL (RfP)

for Selection of 'Capacity Building Consultant' for
implementation of Capacity Building in
Power Distribution Utilities in India.

For further details, please visit the website

www.apdrp.gov.in OR www.pfcindia.com

Nodal Agency



**Power Finance
Corporation Ltd.**

**REQUEST FOR PROPOSAL FOR APPOINTMENT OF
CAPACITY BUILDING CONSULTANT
FOR IMPLEMENTATION
OF
CAPACITY BUILDING IN POWER DISTRIBUTION UTILITIES
UNDER
GoI's RESTRUCTURED-APDRP
BY**



**POWER FINANCE CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)**

Single Stage – Two Envelope Procedure

RFP Identification No: 02:10: R-APDRP: I: 2009: CBC

The last date for submission of RFP is 30th June 2009

RFP dated 9th June 2009



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INSTRUCTIONS TO BIDDERS



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INSTRUCTIONS TO BIDDERS

1. Background

Government of India (GOI) initiated reforms in the Power Sector in the 1990s and distribution sector in 2000. Distribution sector provides the last mile connectivity for power supply and deals with large number of consumers. As a part of distribution reforms, GOI launched APDP (Accelerated Power Development Program) in 2001 which was later rechristened as APDRP (Accelerated Power Development and Reforms Program) during the 10th Five Year Plan.

To continue the support to distribution reforms during the 11th Five Year Plan, GOI has continued R-APDRP (Restructured APDRP) with revised terms and conditions. The R-APDRP primarily aims at reducing Aggregate Technical and Commercial (AT&C) losses in urban areas. It is a necessary condition of the scheme that the utilities would need to demonstrate performance improvement for availing financial benefits provided under the scheme. This would require collection of accurate data and measurement of loss reduction performance. Data integrity and performance measurement pose many challenges for the state power utilities. This problem can be surmounted only by: (i) setting up reliable and automated systems for data collection; and (ii) adoption of Information Technology in the areas of energy accounting.

IT based systems and solutions that measure the loss levels reliably will be essential before regular distribution strengthening projects are implemented under the next phase of R-APDRP. Once the benefits of the investments can be measured, the investments would justify themselves. Projects under the R-APDRP program shall be taken up in Two Parts. Part-A shall include the projects for establishment of baseline data and IT applications for energy accounting/ auditing & IT based consumer service centres. Part-B shall include regular distribution strengthening projects. The R-APDRP program will cover urban areas – towns and cities with population of more than 30,000 (10,000 in case of special category states). The programme also covers Capacity Building of Power Utility personnel at various levels for enhancing skills for efficient management and operation.

MOP, GOI has appointed Power Finance Corporation as the Nodal Agency for implementing this program.

2. The Role of Capacity Building Consultant

- To formulate strategy document for "Implementation of Capacity Building under R-APDRP".
- To collect data from different power utilities, identify themes, programme types, programme duration & delivery institutions etc for capacity building in line with the needs & objectives of RAPDRP.
- To prepare business plan and suggest road map of action plan to achieve the defined objectives
- To suggest and identify, means, strategies, man power & skills required, infrastructure and IT needs etc
- To provide support to the Operation Group of Capacity Building in PFC.

3. Proposals are invited for the Consultancy Services assignment such as to cover the



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objectives and Roles as defined above and any other relevant task that may be assigned by the owner for fulfillment of objectives of the assignment to carry out GoI's Restructured APDRP. For detailed Terms of Reference refer **Annexure-II**.

4. You are invited to submit your proposal (Bid) for consultancy services in respect of the above assignment.
5. The following documents are available for preparation of your bid to enable you to submit your proposal. A demand draft amounting to Rs. 1000/- (Rs. One thousand only) payable in favour of Power Finance Corporation Ltd. at New Delhi as cost of the document shall be furnished at the time of submission of bid document or at the time of purchase of document from the owner.
 - (i) Data Sheet—(Annexure-I).
 - (ii) Terms of Reference (TOR) (Annexure-II).
 - (iii) Supplementary Information for Bidders. (Annexure-III)
 - (iv) Formats for Technical and Financial Proposals.
 - (v) A Sample Form of Contract for Consultancy Services under which the services will be performed (Annexure-IV).

6. Submission of Proposals:

The proposals shall be submitted in two parts, viz., "Technical" and "Financial" and should follow the form given in the "Supplementary Information for Consultants."

- 6.1 The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes with covering letters as per the Forms (with respective markings in bold letters) in accordance with the formats/ schedules given in the "Supplementary Information for consultants". The First Envelope shall be marked "Technical Proposal (followed by) the name of the assignment" and should include all the Formats for Technical Proposal, the description of the Firm / organization, the Firm's general experience in the field of the assignment, the qualifications and competencies of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to the suggested Terms of Reference. The First Envelope should not contain any information pertaining to the quoted prices whatsoever. The Second Envelope marked "Financial Proposal followed by the name of the assignment" and indicating "DO NOT OPEN WITH TECHNICAL PROPOSAL" must also be sealed and initialled twice across the seal and should contain the detailed price offer for the consultancy services in the Formats for Financial Proposal.
- 6.2 The sealed envelope should be placed in a sealed cover, duly signed, and dropped in the tender box in the Office of PFC, Urja Nidhi, 1, Barakhamba Lane, Connaught Place, NEW-DELHI-110001 upto **14:00 Hrs (IST)** on 30th June 2009. Offers received late, on any account and for any reason whatsoever, will not be considered.

7. Opening of Proposal

The proposals (**First Envelope containing Technical Proposal only**) will be opened on 30th June 2009 at **15:00 Hrs** in PFC Office viz Urja Nidhi, 1, Barakhamba Lane, Connaught Place, NEW-DELHI-110001 in the presence of such bidders or their authorized representative who would like to attend the Bid Opening. It may be noted that the **Second Envelope containing the Detailed Price Offer** of technically responsive bidders will be opened on such date/ time as decided by the Owner after



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completion of Technical Evaluation.

8. Bid Evaluation and Qualifying Requirement

A two-stage procedure will be adopted in evaluating the proposals with the Technical Evaluation being completed prior to any Financial Proposals being opened. The

Technical Proposals will be evaluated based on the following:

A	Minimum Qualification <ul style="list-style-type: none"> ✓ Bidder should be a firm or a company having positive Networth (not less than paid up capital) for the last three audited financial years ✓ Bidder must be having Office in India. ✓ Bidder should have ISO 9001:2000 	
B.1	The bidder should be a firm or a company having cumulative turnover of at least Rs. 30 crore or US\$ 6.0 million for the last three audited financial years.	[20 marks]
B.2	The Firm's relevant past experience: The bidder should have successfully completed at least three (3) assignment, one each in the following areas in the last three (3) years <ul style="list-style-type: none"> • Advisory services in power distribution Utilities. • IT Advisory support for any infrastructure sector project and • Providing assistance for education/ training institutions in power/ energy sector in India 	[40 marks]
B.3	The bidder should have minimum of Twenty (20) full time consultants working in the firm with the project experience of minimum 10 years in the areas as mentioned below <ul style="list-style-type: none"> • Advisory services in power distribution Utilities. • IT Advisory support for any infrastructure sector project • Providing assistance for education/ training institutions in power/ energy sector in India 	[10 marks]
B.4	Adequacy of the proposed Methodology and Work Plan in response to the TOR.	[10 marks]
B.5	The task team consisting of minimum five (5) identified members each having post qualification experience of at least ten (10) years in <ul style="list-style-type: none"> • Power Distribution (3 Nos) • Information Technology (1 No) • Human Resource Development (1 No) 	[20 marks]

The Bidder shall submit all necessary documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed above.



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9. Evaluation Methodology and Decision of Award of Contract

- 9.1 The Quality and competence of the Consultant shall be considered as the paramount requirement. The Evaluation Methodology and Decision of Award of Contract would be as under:
- 9.2 Financial Proposals of only such firms will be opened whose offers have been declared Technically Responsive. The Financial Proposals of Technically Responsive Bidders in separate sealed envelope will be opened after evaluation of the Technical Proposals. Financial Proposal of other Bidders will be returned back unopened.
- 9.3 For comparison of the combined Technical and Price Score of all Firms, following formula will be used:

$$\text{Total Score} = (\text{Technical Score} \times 0.70) + (\text{LP/FP} \times 100) \times 0.30$$

Where **LP** is the lowest price offer and **FP** is the price offer of the firm being evaluated.

10. The documents mentioned above along with this Instruction to Bidder (ITB) shall form the Tender Documents. Each of the above documents along with supporting documents are to be submitted by the Bidder as per the tender requirements duly stamped & signed on each page by the Bidder's authorised representative.

11. Contract Performance Guarantee (CPG)

In the event of an award, the successful Bidder (Capacity Building Consultant), within ten days of receipt of the Letter of Award from the Owner, will be required to arrange submission of the CPG in the form of a Bank Guarantee (BG) EQUIVALENT TO 10% (Ten Percent) of the contract consideration. The CPG/BG shall be as per Proforma (Appendix - G) and kept valid upto the end of three months period after completion of the assignment. The CPG shall be returned to Capacity Building Consultant within 90 days after successful completion of the assignment.

The appointment is subject to cancellation if the Capacity Building Consultant is found to have submitted false particulars / fake documents in his bid for the award of assignment or for not fulfilling its obligation as per ToR. The owner reserves the right to invoke the CPG in the event of cancellation of contract at any stage.

12. Basis of Price Offer:

The Price Offer shall be for the assignment as per Data Sheet (Annexure I) and the Terms of Reference (Annexure-II) and shall remain FIRM throughout the period of contract. Quoted Price will be on a lump sum basis inclusive of all travel, stay, out of pocket expenses, cost of producing documents etc. The Owner will not be required to pay and/or reimburse anything over and above the price quoted except service tax, which will be payable as per the rate prevailing at the time of payment. However, for item (B), quoted mandays shall exclude cost of Travel/ Hotel for outstation visits (which may be reimbursed separately limiting to entitlement of Manager in PFC). The Owner reserves the right to ask the Bidder to justify and establish price/rate reasonableness. In the event of an award of contract, Income tax will be deducted by the Owner at source as per law and Tax Deduction at Source Certificate shall be issued to the Capacity Building Consultant by the Owner.



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13. Time Schedule/Completion Period:

The main assignment as “Capacity Building Consultant” is scheduled to be completed within ninety (90) days from the date of letter of award or as may be stipulated in the Terms of Reference.

14. Signing of Contract Agreement

In the event of an award, the successful Bidder shall be required to enter in to a Contract Agreement with the Owner within 7 (seven) days from the date of the Letter of Award (LOA) or with in such extended time as may be granted by the Owner.

15. Validity of Bid

Bidders shall keep their Bids /Quotations valid up to Ninety (90) days from the date of opening of the Technical Proposals, during which period bidder will maintain the personnel proposed for the assignment and also the price

16. Earnest Money Deposit/ Bid Security

An Earnest Money Deposit of INR 1,00,000 (Indian Rupees One Lac Only) in the form of a Demand Draft from scheduled commercial bank in favour of “Power Finance Corporation Ltd.” payable at New Delhi shall accompany the Bid for the Consultancy Services Package. Bids received without Earnest Money Deposit (EMD) will be rejected outright. The EMD shall be valid for a period of six calendar months from the date of bid opening which shall be extended from time to time as desired by Owner. The Earnest Money Deposit will be refunded to the successful Bidder, after signing of the Contract and submission of Contract Performance Guarantee. The Earnest Money Deposit of all unsuccessful Bidders shall be returned within thirty (30) days of signing of contract with the successful Bidder.

17. Terms of Payment

- (a) Payments will be made by the Owner to the successful Bidder for acting as “Capacity Building Consultant”, as per Contract Value (A) & (B) quoted in the Formats for Financial Proposal (Form No. F9) and agreed in the Contract, as follows:
- (i) 10% of Contract Value (A) - as advance shall be paid after furnishing Bank guarantee from a Scheduled Commercial Bank of equivalent amount, signing of the contract and acceptance of the Contract Performance Guarantee (CPG) by PFC. The advance will be adjusted after successful completion of the assignment (A).
 - (ii) 20% of Contract Value (A) - After submission of Preliminary Report by the consultant to the satisfaction of PFC
 - (iii) 30% of Contract Value (A) - After submission of Final Report by Consultant to the satisfaction of PFC
 - (iv) 30% of Contract Value (A) - After acceptance of Final Report by PFC
 - (v) Payment of Contract Value (B) for services to be provided on retainer ship basis shall be on monthly basis for the man days/ rates and/ or for Optional items on prorata based on quoted lumpsum cost as approved by the owner.



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- (vi) 10% of Contract Value (A) - On completion of assignment (including assignment on Retainership basis) to the satisfaction of the Owner.
- (b) The Capacity Building Consultant shall submit the bills in triplicate to the Owner on the firm's printed bill/ forms indicating the work done during the period for which the payment is sought.
- (c) For Payment of Contract Value (B) for the services to be provided as retainer consultant, the consultant shall submit the actual bills on monthly basis for the man days/ rates as approved by the owner for the period that may be stipulated and/ or extended by the owner from time to time. Payment of these services shall be based on the rates quoted for the same by the consultant separately and accepted by the owner.

18. Subcontracting

The consultancy firms shall not be permitted to form consortium / joint ventures. They can not sub-contract any part of its obligations as Capacity Building Consultant under the Contract till its completion without the permission of the owner.

19. Parent /Subsidiaries

The consultancy firms are also not permitted to take technical or financial strength of its Parent /Subsidiaries for meeting Qualifying Requirements.

20. Disclaimer Clause

This Request For Proposal (RFP) has been prepared by the Power Finance Corporation Limited (PFCL) for Ministry of Power, Govt. of India AS ITS DESIGNATED NODAL AGENCY for selection of Capacity Building Consultant for implementation of Capacity Building in power distribution utilities w.r.t. R-APDRP.

Though adequate care has been taken while preparing the RFP documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder.

While this RFP has been prepared in good faith, PFC does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.

All information submitted in response to RFP become the property of PFC and PFC does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.

In submitting a proposal in response to the RFP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RFP not any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.

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DATA SHEET



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ANNEXURE-I

DATA SHEET

1.1	The name of the Assignment:	Consultancy Services for Implementation of Capacity Building in Power Distribution Utilities under GoI's Restructured-APDRP.
1.2	The name of the Owner is:	Power Finance Corporation Ltd. (PFC), Urja Nidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001.
1.3	The description and the objectives of the assignments:	<p>The Consultant shall formulate Strategy document for developing a comprehensive Capacity building plan for power distribution utilities in line with the objectives of R-APDRP, it will cover the following:-</p> <ul style="list-style-type: none"> • Identify the Training and skills requirement • Training gap analysis in Power Distribution utilities • Compiling resources for capacity building • Proposed template for training program • Development of MIS for capacity building program implementation • Empanelment of Resource Institutes and Partner Training Institutes • Development of national level information repository • Incentive Scheme for Power Utilities • Programme documentation & procedures • Programme evaluation system • To provide services on retainership and/ or optional items
1.4	The Owner will provide the following inputs:	<ol style="list-style-type: none"> 1. Details of Restructured APDRP for XIth Plan. 2. GoI Guidelines on R-APDRP. 3. Background material on capacity building.
1.5	The documents enclosed are:	<ol style="list-style-type: none"> 1. Data Sheet. 2. Terms of Reference. 3. Supplementary information for Bidders. 4. Formats for technical and financial proposals. 5. Draft contract for Consultant's Services.
1.6	Consortium or Parent Subsidiaries:	The consultancy firms are not permitted to form consortium / joint ventures or without the permission of the owner, subcontract any part of the assignment till its completion. The consultancy firms are also not permitted to take technical or financial strength of its Parent /Subsidiaries for meeting Qualifying Requirements.
1.7	The address for submission of Bids :	<p>AGM-APDRP, PFC Urja Nidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 Telephone : 011- 23456000 (O)</p>



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1.8	EMD	Earnest Money Deposit of Rs. 1,00,000 (Rupees One lakh only) in the form of Bank Demand Draft payable to PFC Ltd. At New Delhi to accompany the Technical Proposal.
1.9	The date and time of submission of Bids	30 th June 2009 at 14:00 Hrs
1.10	Bid Opening Date	Technical Proposal Bid Opening on 30 th June 2009 at 15:00 Hrs Financial Proposal Bid Opening on at Hrs or as decided by the owner.
1.11	Validity period:	Ninety (90) Days from the date of opening of technical proposal
1.12	Bid Evaluation	<p>The Technical Proposal will be evaluated on the basis of the following : -</p> <ol style="list-style-type: none"> 1. Cumulative Annual Turnover for last three Financial Years. 2. The firm's relevant past experience 3. Adequacy of the proposed methodology and work plan in response to the Terms of Reference 4. Qualification and Competence of key personnel. <p>The financial proposal of the firms whose offer have been declared technically responsive shall be opened. For comparison of the combined technical and price score of all firms following formula will be used:</p> <p style="text-align: center;">Total score = (Technical score x 0.70) + (LP / FP x 100 x 0.30)</p> <p>Where LP is the lowest price offer and FP is the price offer of the firm being evaluated.</p>
1.13	Effective date (Commencement of the Assignment):	As per the Letter of Award/ Letter of Intent.

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TERMS OF REFERENCE



**TERMS OF REFERENCE FOR
CAPACITY BUILDING CONSULTANCY SERVICES
FOR R-APDRP**

The scope of work shall include power sector, IT, HRD aspects of consultancy services for the entire duration of the assignment. The Capacity Building Consultant may be required to interact/ work with power distribution utilities in any of the states or union territory of India.

1.0 OUTLINE OF THE TASK TO BE CARRIED OUT

The Scope of works shall include all related works, services and support for the specified duration of the assignment. The capacity building exercise shall be carried out **level** wise, by classifying the employees of the Power Distribution sector as under:

Level A & B: Senior & Middle level employees

Level C&D: Junior & Workmen level

The Capacity Building Consultant shall carry out the following tasks:-

- 1.1 **Main assignment:** The Consultant shall formulate Strategy document for developing a comprehensive Capacity building plan which shall inter alia lead to the development of stakeholders in power distribution utilities in line with the objectives of R-APDRP, and would include the following.
- i. **Identify the Training and skills requirement:** To achieve the laid down objectives of R-APDRP, the Consultant will identify the skills required level wise i.e. A,B,C & D to be developed in various distribution utilities across the country. In doing so he shall study the existing skill inventory possessed by the employees of the Distribution utilities. He shall also work on the required skills keeping in mind the overall objectives of the R-APDRP.
 - ii. **Training gap analysis in Power Distribution utilities:** The Consultant will consolidate the skill parameters both available and required, and broadly identify the training gaps in the personnel of the Power Distribution utilities. The consultant shall also identify the training requirement/gaps of the Resource Personnel of the utilities. On the basis of an analysis of the above, the consultant shall consolidate the broad projections on training gap analysis.
 - iii. **Compiling resources for capacity building:** The consultant shall also assist the owner in the conduct of a national level workshop involving **Power Distribution utilities** for collecting inputs on available infrastructure/ facilities/ resources. This workshop shall also be used as an input tool to identify the training needs of the Distribution Utilities. In addition to this, the Consultant will scan the market for available Institutional presence (premier national level Institutes) to cater to the specific developmental requirements of identified skills at each level in distribution utilities.



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- iv. **Proposed template for training program:** Based on the above, the Consultant will prepare a comprehensive document laying down the proposed plan/ structure for capacity building programs to be implemented under R-APDRP. This document will cover the template for each program that will specify the program description, its' objective, target audience and suggested resource(s), wherever available.
- v. **Development of Management Information System for capacity building program implementation:** The Consultant will propose a Management Information System for the capacity building program so as to capture the program monitoring and reporting systems including effective control and reporting formats to be used by the owner.
- vi. **Empanelment of Resource Institutes and Partner Training Institutes(RIs/PTIs):** The Consultant will develop a comprehensive system for empanelment of RIs & PTIs. The Consultant will formulate and suggest a model bid document for sourcing and selection of RIs/PTIs and assist in the empanelment of the same for developing any program or a program variant. All aspects of technical, financial and commercial requirements will be captured in the proposed document.
- vii. **Development of national level information repository:** The Consultant will setup a computerized structure to compile a national level data base capturing all details of the employees of the utilities in the power distribution sector.
- viii. **Incentive Scheme for Power Distribution Utilities:** The Consultant will prepare a comprehensive Incentive Scheme for Power Distribution Utilities to incentivise their staff in various towns to achieve programme objective of Loss Reduction as envisaged in the GoI Guidelines for R-APDRP.
- ix. **Program documentation and procedures:** In addition to the above listed activities, the Guidelines and Strategy document formulated by the Consultant will comprise of all documentation, procedures and checklist for operationalizing the capacity building plan.
- x. **Programme evaluation system:** Establish an appropriate Programme evaluation system with input/feedback template which will be used during/after programme implementation.

The bidder is also required to provide additional support for commercial / contractual documentation, legal vetting of documents etc. where ever required.

1.2 Assignment on Retainer-ship basis

The Capacity Building Consultant will provide technical expertise on Retainership basis for providing specific support to Operation group of Nodal Agency during the implementation phase of the Capacity Building Programme including interaction/ working with power distribution utilities in any of the states or union territory of India and any other technical support required in the successful implementation of Capacity Building Programme for R-APDRP from time to time. For outstation visits of the Experts as and when required by the Owner, cost of travel/ lodging will be reimbursed separately (limiting to entitlement of Manager in PFC).



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2.0 SCHEDULES FOR COMPLETION OF THE TASKS:

- 2.1 The work assignment will be accomplished within a span of 90 days from date of award. The bidder will give an activity-wise work schedule, identifying the proposed deliverables or within such extended time as may be granted by the owner.

Expected schedule of activities are indicated below:

Methodology and approach	07 Days
Preliminary Report	45 Days
Draft Report	60 Days
Final Report	90 Days

- 2.2 The retainer ship assignment shall be for duration of Three years from the date of award.

3.0 INPUTS TO BE PROVIDED BY PFC:

- 3.1 Details of Restructured APDRP for XI Plan.
3.2 Guidelines of MoP on R-APDRP.
3.3 Background material on capacity building

No other assistance shall be provided by PFC. Office accommodation, transport for daily movement of consultants, telephone, computer and other facilities shall be arranged by the Capacity Building Consultant at his/their own cost.

4.0 DELIVERABLES OF CONSULTANT

- 4.1 **Broad methodology** – The consultant will outline the methodology to be adopted in conducting the assignment within seven (7) days and shall clearly spell out how the implementation of the capacity building is to proceed and the steps required in the same.
- 4.2 **Preliminary Report** – Within a period of forty five (45) days from Effective Date, an interim report shall be submitted which shall include the formats for MIS, Empanelment procedures for RIs/ PTIs, Model Bid Document for Empanelment, Resources for Capacity Building, national level information repository, Programme evaluation system, Programme Documentation, procedures and checklist.
- 4.3 **Draft Report** – Within a period of sixty (60) days from the Effective Date, the consultant shall provide a Draft report which shall include Gap Analysis, Training & skill requirements, including Template for Training programme, Incentive Scheme for Power Distribution Utilities, shall be submitted along with a presentation on the subject.
- 4.4 **Final Report** – Comments on the Preliminary and Draft report will be taken into account in preparing the final report. The final report is to be provided within ninety (90) days from the Effective Date or 15 days within receipt of comments from the PFC on the Draft Report.
- 4.5 Any other deliverables, which are not specifically mentioned above but are found to be necessary for successful completion of the assignment to the satisfaction of PFC

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**SUPPLEMENTARY INFORMATION
FOR
CONSULTANTS**



SUPPLEMENTARY INFORMATION FOR BIDDERS

Proposals

- (1) Proposals should include the following information:

1.1 Technical Proposals

- (a) A brief description of the firm with its Turnover for last three FY and an outline of the relevant past experience on assignments of similar nature executed during the last 3 years along with required documents in the format given in Form F-3.
- (b) Any comments or suggestions of the consultant on the Terms of reference as given in Form F-7.
- (c) A description of the manner in which consultants would plan to execute the work viz. work plan, time schedule for the key staff proposed to be deployed for this assignment (in Form F-4) and approach / methodology proposed for carrying out the required work along with bar chart.
- (d) The composition of the team of personnel which the consultant would propose to provide with the details of name of the key personnel, their areas of expertise, position and the tasks and duration which would be assigned to each team member in Form F-5.
- (e) Curricula Vitae of the individual staff members to be assigned to the work and of the senior officer in the home office who would be responsible for supervision of the team. The curricula vitae should follow the attached Form F-6.

1.2 Financial Proposals

- 1.2.1 The financial proposal shall be submitted on lump sum basis in Indian Rupees which the bidder considers appropriate for successful completion of the assignment. Envelope with financial proposals shall contain the details of cost as given in Form F-8 & F-9.
- 1.2.2 In preparing the proposal, the consultant should give particular attention to the following:
- (a) Members of the team should have the requisite experience in the areas of power sector, IT, HRD, Finance and should have preferably handled similar assignments in the past. A good working knowledge of English is essential for the personnel working on this assignment. Reports shall be in English.
- (b) A majority of the personnel comprising the consultant's team should be drawn from the permanent staff members of the firm.
- 1.2.3 Bids completed in all respects are to be submitted in 3 (Three) copies viz. one original & two copies.

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FORMATS FOR TECHNICAL PROPOSAL

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FORM NO.F-1

From:

To:

AGM-APDRP
Power Finance Corporation Ltd.
Urjanidhi, 1 Barakhamba Lane, CP
New Delhi – 110001.

Sir,

Hiring of Consultancy Services for Capacity Building - Regarding

I/We _____ <Name & Designation> of
Consultancy Firm herewith enclose Technical Proposal for selection of my/our firm as
Consultant for Capacity Building in Power Utilities under R-APDRP. I/We hereby accept and
abide by the terms and condition of tender document unconditionally.

Yours faithfully,

Signature : _____

Full Name : _____

Address : _____

Ph. No. : _____

Email ID: _____

Date : _____

Company/ Firm Seal:

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Power Finance
Corporation Ltd.

FORM NO.F-2

CERTIFICATE AS TO CORPORATE PRINCIPAL
(To be signed by any Director on the Board or the Co.Secy)

I _____ certify that I am _____ of the Company
under the laws of <e.g. Co. Law>_____ and that _____
who signed the above tender is authorised to bind the Company .

(In case of Firm, Authorisation by notarised Power of Attorney by all the partners of the firm)

Signature : _____

Full Name : _____

Address : _____

Ph. No. : _____

Email ID: _____

Company/ Firm Seal:

Date : _____



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FORM NO. F-3

FIRM'S DETAILS & ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 3 YEARS

1. Brief Description of the Firm:
Cumulative Annual Turnover of at least Rs. 300 million or US\$ 6.0 million in last 3 Financial Years by the bidder.

S.No.		FY -	FY -	FY -
	Networth (Rs or US\$ million)			
	Turnover (Rs or US\$ million)			
	Total Employees			
	Experts in Power/IT/HRD			

2. The Firm's relevant past experience (in the prescribed Format given below)

S.No.	Name of assignment / Brief Scope	Owner of assignment	Cost of assignment INR/ USD	Date of Award	Date of completion
1.	2.	3.	4.	5.	6.
A.	Power Distribution Sector				
B	IT Area Power / other sector				
C	HRD area				

- Enclose Audited annual report of last 3 FY in support of the Turn Over/ Networth.
- Furnish one page brief on each of the above assignments including description of project, details of service rendered value of assignment, Schedule of assignments.
- Enclose Mandate letters viz. letter of award/ work order with terms of reference and completion certificate from clients specifying Date of completion.

Signature : _____

Full Name: _____

Address : _____

Ph. No. : _____

Email ID: _____

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FORM NO. F-4

WORK PLAN TIME SCHEDULE

Consultant shall furnish the detailed Plan of Work containing therein the time schedule of the key staff for the various activities as well as the methodology/approach to be followed for the Consultancy Assignment along with a bar chart depicting the same.

Signature : _____
Full Name : _____
Address : _____
Ph. No. : _____
Email ID: _____

Company/ Firm Seal:



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FORM NO. F-5

Composition of the team personnel and the task which would be assigned to each team Member for the proposed assignment:-

1. KEY MEMBERS OF THE TEAM FOR CARRYING OUT THE ASSIGNMENT

Sl. No.	Name	Qualification	Area of Expertise	Duration man-days	Task /Role
A.	Power Distribution Sector				
B	IT Area Power / other sector				
C	HRD area				
D	Others				

Signature: _____

Full Name: _____

Address: _____

Ph. No. : _____

Email ID: _____

Company/ Firm Seal:



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FORM NO. F-6

**SUGGESTED FORMAT OF CURRICULUM VITAE
FOR KEY MEMBERS OF CONSULTANTS TEAM**

1. Name : _____
2. Profession/ Present Designation : _____
3. Years with firm: _____ Nationality: _____
4. Area of Specialisation: _____
5. Proposed Position on Team: _____
6. Key Expertise: _____

(Provide outline of staff member's experience in present organisation most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. Education :
(Summarise college/ university and other specialised education of staff member, giving names of colleges, dates and degrees obtained. Use up to quarter page.)
8. Past 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. For experience in last ten years also give types of activities performed and Owner references, where appropriate. Use upto three quarters of a page.
9. Language :
(Indicate proficiency in speaking, reading and writing of each language by 'Proficient/ Not proficient)

Signature of Employee: _____

Authorised Signatory : _____

Full Name : _____

Address : _____

Ph. No. : _____

Email ID: _____

Date : _____

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FORM NO. F-7

COMMENTS/ SUGGESTIONS OF CONSULTANT

(NOT APPLICABLE)

Signature : _____
Full Name : _____
Address : _____
Ph. No. : _____
Email ID: _____

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FORMAT FOR FINANCIAL PROPOSAL

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FORM NO.F-8

From :

To :

AGM-APDRP,
Power Finance Corporation Ltd.
Urjanidhi, 1 Barakhamba Lane, CP
New Delhi – 110001.

Sir,

Price Bid for Hiring of Consultancy Services for capacity building - Regarding

I/we _____ <Name & Designation> of Consultancy firm herewith enclose financial proposal for selection of my/our firm as consultant for Capacity Building in Power Utilities under R-APDRP.

Yours faithfully,

Signature: _____

Full Name: _____

Address: _____

Ph. No. : _____

Email ID: _____

Date : _____

Company/ Firm Seal:



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FORM NO. F-9

SCHEDULE OF PRICE BID

(To be submitted with Financial Offer in Second Envelope)

Price Bid for Consultancy services for the assignment as given in the Terms of Reference for the R-APDRP Works, enclosed with the Bid Document.

Sl. No.	Item	Lump Sum Amount (In Rupees)	
		In figures	In words
(A)	Services as Capacity Building Consultant of Power distribution Utilities under R-APDRP in the country as per Main Task of ToR.		
(B)	The Capacity Building Consultant will provide expertise on Retainership basis as per ToR [please refer Note at Sl. No. (4) below]		
	TOTAL		

Total Contract Value (A) = Rs _____
= Rupees (in words)

Total Contract Value (B) = Rs _____
= Rupees (in words)

- Note:** 1) The Bidders shall quote lump sum price for Consultancy services inclusive of all taxes and duties. The Owner will not be required to pay and/or reimburse anything over and above the price quoted except service tax, which will be payable as per the rate prevailing at the time of payment.
- 2) The lump sum price should include overhead / out of pocket expenses, travel, boarding, lodging, visits etc.
- 3) The prices shall remain FIRM till completion of the Assignment.
- 4) The break-up of prices for item (B) above excluding cost of Travel/ Hotel for outstation visits (reimbursed separately limiting to entitlement of Manager in PFC) are as follows;

Expert -1 [Define Area/Yrs]: Man days @ Rs. _____.

Expert -2 [Define Area/Yrs]: Man days @ Rs. _____.

Expert -3 [Define Area/Yrs]: Man days @ Rs. _____.

The lump sum amount for item B will be computed, say, for minimum 200 Man-days (at the average of the three unit rates given above) for the purpose of evaluation only. The owner reserves the right to use the services on the basis of actual deployment of above experts and for a period up to three years under the assignment of "Retainer-ship Basis".

Signature : _____

Full Name : _____

Address : _____

Ph. No. : _____

Email ID: _____

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**SAMPLE FORM OF CONTRACT
FOR
CONSULTANT'S SERVICES**



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ANNEXURE-IV

CONTRACT FOR CAPACITY BUILDING CONSULTANT'S SERVICES

SAMPLE

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made the ___ day of the month of _____, 2009, between, on the one hand "Power Finance Corporation Ltd (PFC)" having its registered office at Urjanidhi, 1-Barakhamba Lane, Connaught Place, New-Delhi-1 (hereinafter called the "Owner") and, on the other hand, _____, a Company, having its registered office at _____ (hereinafter called the Capacity Building Consultants.") (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns).

WHEREAS

- (A) The Owner intends to hire a Capacity Building Consultant to formulate and assist in the implementation of Capacity Building programme for Power Distribution Utilities under R-APDRP and assist in empanelment of various institutes/ agencies for the same.
- (B) The Owner has requested the Capacity Building Consultants to provide certain Consulting Services required for the Project as defined hereinafter (hereinafter called the "Services")
- (C) The Capacity Building Consultants, having represented to the Owner that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, as they may be issued and in force from time to time;
- (b) "Contract" means this Contract together with all Appendices/ Attachments and including all modifications made in accordance with the provisions of Clauses 2.6 hereof between the Owner and the Capacity Building Consultants;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof;
- (d) "Personnel" means persons hired by the Capacity Building Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; and "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's country;



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- (e) "Party" means the Owner or the Capacity Building Consultants, as the case may be;
- (f) "Project" means Capacity Building activities covered under R-APDRP.
- (g) "Services" means the work to be performed by the Capacity Building Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (h) "Effective Date" means the date referred to in Clause 2.3 hereof;
- (i) "Third Party" means any person or entity other than the Government, the Owner, the Consultants or a Consultant.
- (j) "Capacity Building Consultant" means a Company incorporated under the Indian Companies Act, 1956 or a firm registered under the Indian Partnership Act, 1932.

1.2 Relation between the Parties:

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Owner and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 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.

1.5 Headings

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

1.6 Notices

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

For the Owner:

Attention:

Email:

Facsimile:

For the Capacity Building Consultants: _____

Attention:

Email:

Facsimile:



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1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of facsimiles, seventy two (72) hours following confirmed transmission.

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

1.7 Location

The Services shall be performed at Delhi, or at such location required by Owner.

1.8 Authorization

The Company/ Firm hereby authorizes _____ to act on their behalf in exercising all the Capacity Building Consultants' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

1.9 Authorized Representatives

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

- (a) on behalf of the Owner by _____ or his designated representative;
- (b) on behalf of the Capacity Building Consultants by _____ or his designated representative.

1.10 Taxes and Duties

The Capacity Building Consultants and the 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 perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Owner's notice to the Capacity Building Consultants confirming that the following conditions have been met:

- (a) This Contract has been approved by Owner
- (b) Requisite Advance payment Bank Guarantee in the prescribed format has been submitted.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two (2) weeks written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Capacity Building Consultants shall begin carrying out the Services immediately viz.



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from the date of issue of LoI/Letter of Award (the "Effective Date"), or on such date as the Parties may agree in writing.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.9 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the parties has been obtained. Pursuant to Clause 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, 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) Force Majeure shall not include

- 1) any event which is caused by the negligence or intentional action of a party or such party's or employees, nor
- 2) any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, 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.



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2.7.3 Measures to be Taken

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

2.7.4 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.

2.7.5 Consultation

Not later than thirty (30) days after the Capacity Building Consultants, 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.

2.8 Suspension

The Owner may, by written notice of suspension to the Capacity Building Consultants, suspend all payments to the Capacity Building Consultants hereunder if the Capacity Building Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Capacity Building Consultants to remedy such failure within a period not exceeding Seven (7) days after receipt by the Capacity Building Consultants of such notice of suspension and shall invoke contract performance guarantee.

2.9 Termination

2.9.1 By the Owner

The Owner may, by not less than thirty (30) days' written notice of termination to the Capacity Building Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) If the Capacity Building Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 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 Capacity Building Consultants become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;



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- (c) If the Capacity Building Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) If the Capacity Building Consultants submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Capacity Building Consultants know to be false;
- (e) If, as the result of Force Majeure, the Capacity Building Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) If the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 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 3.2 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.9.3 Cessation of Services

Upon termination of this Contract by notice to pursuant to Clauses 2.9 hereof, the Capacity Building 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.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9 hereof, the Owner shall make the following payments to the Capacity Building Consultants:

- (a) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Capacity Building Consultants' personnel and their eligible dependents.

3.0 OBLIGATIONS OF THE CAPACITY BUILDING CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Capacity Building Consultant shall perform the Services and carry out their 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



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management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Capacity Building Consultants 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 Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Capacity Building Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel and agents of the Capacity Building Consultants and any Sub-consultants, comply with the Applicable Law.

3.1.3 Conflict of Interest

The Capacity Building 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.

3.2.1 Capacity Building Consultants Not to Benefit from Commissions, Discounts etc.

The payment of the Capacity Building Consultant shall constitute the Capacity Building Consultant's only payment in connection with this Contract or the Services, and the Capacity Building 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 Capacity Building 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 payment.

3.2.2 Capacity Building Consultants and Affiliates Not to be Otherwise Interested in Project

The Capacity Building Consultant agrees that, during the term of this Contract and after its termination, the Capacity Building Consultant and any entity affiliated with the Capacity Building Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Capacity Building Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Capacity Building 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.

3.2.4 Confidentiality

The Capacity Building Consultants, 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, the Services, this Contract or the Owner's business or operations without the prior written consent of the Owner.



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3.3 Insurance to be Taken by the Capacity Building Consultant

The Capacity Building Consultant (a) shall take and maintain, and shall cause any Sub-Consultants to take and maintain, at their (or the Sub-Consultants as the case may be) own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.

3.4 Liability of the Capacity Building Consultants

The Consultants shall be liable to the Owner for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the Owner as a result of a default of the Capacity Building Consultants in such performance, subject to the following limitations:

- (a) The Capacity Building Consultants 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 Capacity Building Consultants, its Sub-consultants or the Personnel of either of them; and
- (b) The Capacity Building Consultants shall not be liable for any loss or damage caused by or arising out of circumstances over which the Capacity Building Consultants had no control.

3.5 Indemnification of the Owner by the Capacity Building Consultants

The Capacity Building Consultants shall keep the Owner, 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 the Owner or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Capacity Building Consultants or their Sub-consultants, or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.6 Capacity Building Consultants' Actions Requiring Owner's Prior Approval

The Capacity Building Consultants 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) Undertaking any travel as part of the assignment in the retainer ship part.

3.7 Reporting Obligations

The Capacity Building Consultants 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.

3.8 Documents Prepared by the Capacity Building Consultants to Be the Property of the Owner

All plans, drawings, specifications, , reports and other documents prepared by the Capacity Building Consultants in performing the Services shall become and remain the property of the Owner, and the Capacity Building Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof. The Capacity Building Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior



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written approval of the Owner.

4.0 CAPACITY BUILDING CONSULTANT'S PERSONNEL

4.1 General

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

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of each of the Capacity Building Consultants' Personnel are described in Appendix C.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in Appendix C may be made by the Capacity Building Consultants by written notice to the Owner, provided:
 - (1) 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, and
 - (2) That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1(b) 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 Capacity Building 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 6 of this Contract.

4.3 Agreed Personnel

The Capacity Building Consultant hereby agrees to engage the personnel and sub-consultants listed by title as well as by name in Appendix C in order to fulfil his contractual obligations under this contract.

4.4 Removal 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, or consortium member in case of consortium/JV the Capacity Building Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Owner:
 - (1) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - (2) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Capacity Building 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) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures



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(including expenditures due to the number of eligible dependents) the Capacity Building Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Owner. Except as the Owner may otherwise agree,

- (1) The Capacity Building Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
- (2) The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5.0 OBLIGATIONS OF THE OWNER

5.1 Payment

In consideration of the Services performed by the Capacity Building Consultant under this Contract, the Owner shall make to the Capacity Building Consultant such payments and in such manner as is provided by Clause 6 of this Contract.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Capacity Building Consultant in performing the Services, no additional payment/recovery will be made on this account and OWNER will not bear any additional liability on account of taxes and duties.

5.3 Services and Facilities

The Owner shall make available free of charge to the Capacity Building Consultant the Services and Facilities listed under **Appendix A**.

6.0 PAYMENTS TO THE CAPACITY BUILDING CONSULTANT

6.1 An all inclusive cost of services and ceiling contract value payable in Indian Rupees is set forth in **Appendix E**.

6.2 Mode of Payment

Payments will be made by the Owner to the Capacity Building Consultant as per Contract Value quoted in the Formats for Financial Proposal (Form No. F9) and agreed in the Contract (APPENDIX-E), as follows:

- (i) 10% of Contract Value (A) - as advance shall be paid after furnishing Bank guarantee from a Scheduled Commercial Bank of equivalent amount, signing of the contract and acceptance of the Contract Performance Guarantee (CPG) by PFC. The advance will be adjusted after successful completion of the assignment (A).
- (ii) 20% of Contract Value (A) - After submission of Preliminary Report by the consultant to the satisfaction of PFC
- (iii) 30% of Contract Value (A) - After submission of Final Report by Consultant to the satisfaction of PFC
- (iv) 30% of Contract Value (A) - After acceptance of Final Report by PFC



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- (v) Payment of Contract Value (B) for services to be provided on retainer ship basis shall be on monthly basis for the man days/ rates and/ or for Optional items on prorata based on quoted lumpsum cost as approved by the owner.
- (vi) 10% of Contract Value (A) - On completion of assignment (including assignment on Retainership basis to the satisfaction of the Owner.

- 6.3** The Capacity Building Consultant shall submit the bills in triplicate to the Owner on firm's printed bill forms indicating the work done by him during the period for which payment is sought.
- 6.4** The Owner shall cause the payment of the Capacity Building Consultant as given in schedule of payment above within sixty (60) days after the receipt by the Owner of bills with supporting documents. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
- 6.5** The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the TOR.
- 6.6** All payments under this Contract shall be made to the account of the Capacity Building Consultant with (Bank & A/c No.):

7.0 FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8.0 SETTLEMENT OF DISPUTES

**8.1 Amicable Settlement
Governing Law & Jurisdiction**

This agreement and the rights and obligation of the parties shall be construed in accordance with and be governed by the laws of India.

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Corporation Ltd.

Parties hereto agree that the Courts at New Delhi shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

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 and the venue of the Arbitration shall be Delhi. However, the consultant shall continue to perform the assignment pending settlement of dispute at the sole discretion/ direction of the owner.

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
[Capacity Building Consultant]

FOR AND ON BEHALF OF
[OWNER]

By _____
Authorized Representative

By _____
Authorized Representative



SAMPLE LIST OF APPENDICES
TO FORM PART OF THE CONTRACT

Duties of the Capacity Building Consultant

A Description of the Services

Detailed descriptions of the Services to be provided; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc.

B Reporting requirements

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

C Capacity Building Consultant's & Key Personnel

Titles and names, [if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work in the Government's country, and man-months for each.

D Duties of the Owner

Services, facilities and property to be made available to the Capacity Building Consultant by the Owner.

E Cost of Services

Cost of Services (Total contract Value)

F Advance - Bank guarantee

Form of bank guarantee for advance payments

G Performance - Bank guarantee

Form of bank Guarantee for Contract Performance

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APPENDIX -A

DESCRIPTION OF THE SERVICES

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Owner, etc.]

FOR AND ON BEHALF OF
[Capacity Building Consultant]

By _____
Authorized Representative

FOR AND ON BEHALF OF
[OWNER]

By _____
Authorized Representative

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APPENDIX-B

REPORTING REQUIREMENTS

[List format, frequency and contents of reports: persons to receive them; dates of submission, etc.]

FOR AND ON BEHALF OF
[Capacity Building Consultant]

By _____
Authorized Representative

FOR AND ON BEHALF OF
[OWNER]

By _____
Authorized Representative

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APPENDIX-C

CAPACITY BUILDING CONSULTANT'S KEY PERSONNEL

- List under: C-1 Titles (and names, if already available), detailed job descriptions and minimum qualifications of key Personnel to be assigned to work and man months for each.
- C-2 List of approved Sub consultants [Legal etc. if already available]; same information with respect to their Personnel as in C-1

FOR AND ON BEHALF OF
[Capacity Building Consultant]

By _____
Authorized Representative

FOR AND ON BEHALF OF
[OWNER]

By _____
Authorized Representative

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APPENDIX - D

DUTIES OF THE OWNER

The Capacity Building Consultant shall have to make their own arrangements for completing the assignments.

FOR AND ON BEHALF OF
[Capacity Building Consultant]

By _____
Authorized Representative

FOR AND ON BEHALF OF
[OWNER]

By _____
Authorized Representative

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APPENDIX-E

COST OF SERVICES

FOR AND ON BEHALF OF
[Capacity Building Consultant]

By _____
Authorized Representative

FOR AND ON BEHALF OF
[OWNER]

By _____
Authorized Representative

BANK GUARANTEE FOR ADVANCE PAYMENT

(Reference Clause 6.2(i) of Contract)

(To be stamped in accordance with Stamp Act if any, of the country 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 'Capacity Building 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 Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Capacity Building 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 Capacity Building Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Capacity Building 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 Capacity Building 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 Capacity Building Consultant. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Capacity Building 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 Capacity Building 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 Capacity Building 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 Capacity Building 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 _____ 2009
at _____

WITNESS:

(Authorized Signatories of the Bank)

1.

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official address)

.....
(Designation with Bank Stamp)

Attorney as per Power of
Attorney No. _____
Dated _____

2.....
(Signature)

.....
(Name)

.....
(Official address)

@ The date will be ninety(90) days after the date of completion of Contract.

Note:1 The stamp papers of appropriate value shall be purchased in the name of bank who issues the 'Bank Guarantee' as per applicable rate depending upon the place of issuing bank.

Note:2 The bank guarantee shall be from a Scheduled Commercial Bank.

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, \

Dear Sirs,

In consideration of the M/s (hereinafter referred to as the `Owner` which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns), having its registered office at Urja Nidhi, 1-Barakhamba Lane, Connaught Place, New Delhi 110001, have awarded to with its Head Office at (Hereinafter referred to as the `Capacity Building Consultant`) by issue of Owner's Letter of Award No dated and the same having been unequivocally accepted by the Capacity Building Consultant resulting into a contract valued at Rs. (Rupees Only) for R-APDRP activities and the Capacity Building Consultant having agreed to provide a Contract Performance Guarantee equivalent to 10% (Ten Per cent) of the said value of the contract to the Owner i.e. for Rs.(Rupees Only) for the proper and effective performance of the entire contract.

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 written demand any and all monies payable by the Capacity Building Consultant to the extent of Rs. (Rupees..... Only) as aforesaid at any time up to without any demur, reservation, contest, recourse or protest and/or without any reference to the Capacity Building Consultant, any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Capacity Building 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 in writing and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee or till its expiry whichever is earlier.

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 Capacity Building 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 Capacity Building 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 Capacity Building 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 Capacity Building Consultant and notwithstanding any security or other guarantee that the Owner may have in relation to the Capacity Building Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. (Rupees Only) and it shall remain in force up to and including and shall be extended from time to time for such period (not exceeding one year) by the bank, as may be desired by M/s whose behalf this guarantee has been given, failing which the Owner shall have the right to enforce this Guarantee.

Notwithstanding anything contained herein above we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if the Owner serves upon us a written claim or demand, on or before @....., 2009 before the end of business hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

Dated this Day of 2009at

WITNESS:

(Authorized Signatories of the Bank)

1.....
(Signature)
.....
(Name)
.....
(Official address)

.....
(Signature)
.....
(Name)
.....
(Designation with Bank Stamp)

Attorney as per Power of
Attorney No. _____
Dated _____

2.....
(Signature)
.....
(Name)
.....
(Official address)

@ The date will be ninety(90) days after the date of completion of Contract.
Note:1 The stamp papers of appropriate value shall be purchased in the name of bank who issues the 'Bank Guarantee'.
Note:2 The bank guarantee shall be from a Scheduled Commercial Bank.