

**OFFICE OF THE
CHIEF ELECTRICAL ENGINEER
GOVERNMENT OF GOA
ELECTRICITY DEPARTMENT
3RD FLOOR, VIDYUT BHAVAN, PANAJI - GOA**

Phone No: (0832)2224680

Fax No : (0832)2222354

email id:cee-elec.goa@nic.in

No.: CEE/CSK/Ten-06(17-18)/CSC/2017-18/ 687

Date: 30/10/2017

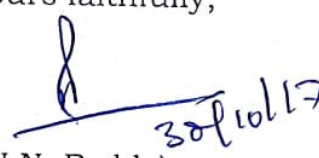
To,
PFC consulting
~~Power Finance Corporation~~ Ltd.
Urjandidhi, 1, Barakhamba Lane,
Connaught Place,
New Delhi - 110 001.

Sub.: Agreement between PFC Consulting Ltd. and Electricity Department, Government of Goa for Providing services as Project Management Agency (PMA) for implementation of Integrated Power Development Scheme (IPDS)

Sir,

Attached herewith the Agreement between PFC Consulting Ltd. and Electricity Department, Government of Goa for Providing services as Project Management Agency (PMA) for implementation of Integrated Power Development Scheme (IPDS), duly signed by both parties for your reference and record.

Yours faithfully,


(N.N. Reddy)
Chief Electrical Engineer

Encl.: As above

one

Agreement No. /2017-18

Agreement

Between

PFC Consulting Ltd.

And

**Electricity Department, Government of Goa
for**

*Providing services as Project Management Agency (PMA) for
implementation of Integrated Power Development Scheme (IPDS)*

AGENCY:

Executive Vice President,
PFC Consulting Ltd.
1st Floor, "Urjanidhi" 1,
Barakhambha Lane,
Connaught,
New Delhi – 110 001.

CLIENT:

Chief Electrical Engineer
Goa Electricity Department,
3rd floor, Vidyut Bhavan,
Adjacent Hotel Mandovi,
Panaji, Tiswadi,
Goa – 403001



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Electricity Department
Panaji-Goa.

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PFC consulting Co.
7th Floor, Statesman House, Connaught Place
New Delhi.

C.D.

Agreement No. IPDS/Goa/PMA/F-IPDS/2017-2018

1. AGREEMENT:

This Agreement is made at Goa on 30th day of October 2017 between:

Goa Electricity Department having its office at 3rd floor, Vidyut Bhavan, Adjacent Hotel Mandovi, Panaji, Tiswadi. Goa - 403001 (hereinafter referred to as "Client") which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns of the FIRST PART.

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AND

M/s. PFC Consulting Ltd. (PFCCL), a company incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001 and Corporate Office: 9th Floor (A-wing) Statesman House, Connaught Place, New Delhi-110001 Phone: 011-23443900 (hereinafter referred to as “Consultant”) which expression shall, unless repugnant to or inconsistent with the context, mean and include its successor and permitted assigns of the SECOND PART.

(Hereinafter collectively referred to as “Parties” and individually as “Party”):

WHEREAS the Client is desirous of appointing a Consultant to provide consultancy to the Client and for “Providing services as Project Management Agency (PMA) for implementation of Integrated Power Development scheme (IPDS)” Both the parties have come to understanding for the assignment to be undertaken by M/s. PFCCL.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- (i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
- (ii) The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - 1) M/s. PFCCL proposal Dt. 01.08.2017 & letter Dt 01.08.2017
 - 2) Letter of Intent of Goa Electricity Department to PFCCL dated 06.10.2017
 - 3) Scope of Work
 - 4) Period of Assignment
 - 5) Consultancy Fee
 - 6) Deliverables
 - 7) Payment Terms
 - 8) Drop Dead Fee
 - 9) Other Terms & Conditions

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

- (iii) In consideration of the payments to be made by the Client to the Consultant as indicated in this Agreement, the Consultant hereby covenants with the Client to provide the Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.



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2. DEFINITIONS AND INTERPRETATIONS:

a. Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

“AGREEMENT” means the Client/Consultant Services Agreement.

“CLIENT” means the party named in the Agreement, who employs the Consultant, and legal successors to the Client and permitted assigns.

“CONSULTANT” means the party named in the Agreement, who is employed as an independent firm by the Client to perform the Services and legal successors to the Consultant and permitted assigns.

“DAY” means the period of twenty-four hours commencing with the midnight of any day.

“FEES” means the amount of money to be paid to the Consultant by the Client for Services rendered by the Consultant to the Client.

“MONTH” means the period of one month according to the Gregorian calendar commencing with any day of the month.

“PARTY” and “PARTIES” means the Client and the Consultant and “Third Party” means any other person or entity as the context requires.

“SERVICES” means the Services to be provided/ carried out by the Consultant in accordance with the Agreement and comprise normal services, as per the scope of work and additional services and exceptional services.

“Utility/ Utilities” means Electricity Department, Government of Goa.

b. Interpretations

- i. The headings in the Agreement shall not be used in its interpretation.
- ii. The singular includes the plural, the masculine includes the feminine, and vice-versa, where the context so requires.

3. SCOPE OF WORK:

The scope of work is providing services as Project Management Agency (PMA) for implementation of Integrated Power Development scheme (IPDS) in different circles/districts of Goa



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the scope of work for the assignment is as follows:

i) Monitoring and coordination of bidding process

- Assist utilities in preparation of tender documents for appointment of turnkey contractor
- Assist utilities in bidding process (including pre bid meetings etc) and technical evaluation of bids
- Assist the utilities for placement of Letter of Award and related activities

ii) Project Planning and Implementation

- Assisting Discoms in preparation of detailed work implementation schedule (PERT) in association with turnkey contractor
- Coordination & monitoring of project implementation activities
- To monitor receipt and issue of materials by the contractor
- Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with utilities & Contractor
- Verification of invoices raised by the contractors
- Supervision of flow of funds in dedicated bank account of projects
- To verify creation of assets from asset register of the utility

iii) Quality Monitoring

- To prepare a Quality Assurance (QA) Plan with the approval of the utility
- Field quality inspection of ongoing/ completed works
- Joint inspection (along with representative of state utility) of material at site on sample basis i.e. 10% of major materials (Poles, Conductor, Meters, Transformers, Cable))

iv) MIS & Web Portal updation

- Assisting utilities in timely updation of information on Web portal
- Periodic reporting to the Project Management Cell of Discom

v) Coordination with Nodal Agency/ MoP and any other works as may be required to achieve the objectives of the scheme

vi) Project closure & other related activities:

- Recording and submission of as built vendor data
- Providing an operation and maintenance Manuals in consultation with the turnkey/ partial turnkey contractor to be followed after completion of work.
- Assisting in keeping record for unforeseen circumstances during execution
- To assist in preparation of reconciliation statement and closure report
- Assisting taking over the executed works




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- Any other job not specifically mentioned but are required to complete the work in totality are deemed to be include in the scope of work.

4. TENURE OF APPOINTMENT:

The total duration of the assignment would be Eighteen (18) Calendar Months from the signing of Agreement which includes;

- Six (6) months for Award of Contract
- Twelve (12) months for project monitoring as a Project Management Agency (PMA)

5. CONSULTANCY FEE:

The total consultancy fee for the scope of work for providing services as Project Management Agency (PMA) for implementation of IPDS would be **3% (three percent)** of the approved cost of DPR plus Goods and Service Tax (GST) extra as applicable at the time of payment.

Further, the consultancy fee 3% shall be borne as per following bifurcation

- 1.5 % by Govt. of Goa (after availing @0.5 % as grant from PFC, Nodal Agency for IPDS).
- 1.5% by PFC, Nodal Agency for IPDS.

6. DELIVERABLES:


a) Personal to be Deployed & Coordination:

The Educational Qualification of the key staff professional by PFCCL/ sub-consultant shall be as follows:

Sl. No.	Description	Number of persons	Required Qualifications
1	Project Coordinator /Project Engineer	1	Graduated in Electrical Engineering (or equivalent). At least 4 years' experience in the power distribution system in India, with experience in quality management in power distribution works.
2	MIS consultant	1	MBA/Graduate Engineer in Electrical with 2 years experience in Power Distribution/IT application.

Note : Goa Electricity Department will provide the space at their Corporate office for PFCCL/Sub-Consultant personnel.




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Submission of Reports

- i) The consultant will prepare and submit the following reports (as given below) to the Employer on the format prepared by the PFCCLs and as approved by the Employer.
- ii) The Inception Report shall contain the details of all meetings held with the Client and the contractor and decisions taken therein, the resources mobilized by the PFCCL/ Sub-consultant as well as the contractor and the PFCCLs' perception in the management and supervision of the maintenance works. The Report shall also include the Work Program and Resource Mobilization for the Project.
- iii) The Monthly and Quarterly Progress Report shall contain details of all meetings, decisions taken therein, mobilization of resources (PFCCLs' and the contractor). The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures.

Sl. No.	Report	Frequency	Due Date/Time	No. of Copies
1	Inception Report	One time	15 days after receipt of mobilization advance/signing of contract agreement.	2
2	Progress Report	Every month	Before 7 th day of the following month	2
3	Progress Report (Quarterly)	Every 3 month	Before 15 th day of the following 3 rd month	2
4	Special Reports, if required by Client.	As and when required	On immediate basis	2
5	Final Report	Onetime	Within 30 days of completion of services/contract	2

- iv) Final Report-The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of maintenance supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

7. PAYMENT TERMS:

- i) The fee would be payable in the following manner:
 - a) 10% (ten percent) of the Consultancy Fee shall be released on award of assignment within 15 days from the receipt of LoA or signing of the agreement, whichever is earlier.




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- b) 15 % of the Consultancy fee shall be released on finalization of tender documents and issuance of NITs.
- c) 15 % of Consultancy fee shall be released on finalization and award of Contract. In case finalization and award of contract is delayed for reason not attributable to PFC Consulting Limited. This 15 % of the Consultancy fee will be released after 30 days of submission of Evaluation report.
- d) Balance 50% of the Consultancy Fee shall be paid in two components
- i. Fixed monthly payment @1/12 of 40% of the Consultancy Fee shall (on approved DPR) be released on monthly basis.
 - ii. Balance 10% of the Consultancy Fee (on approved DPR) shall be released pro rata linked with the disbursements for the Project.
- e) Balance 10 % of the Consultancy Fee shall be released after 3 months of completion of works and release of final installment of grant by Nodal Agency.
- ii) The PMA shall raise invoices for services rendered and submit to the Electricity Department, Government of Goa, Nodal Officer for payment.
- iii) The PMA request for payment shall be made in writing, accompanied by invoices describing, as appropriate, the related PMA services performed, and by the documents submitted pursuant to conditions of the contract and upon fulfillment of all the obligations stipulated in the awarded Contract.
- iv) The currency or currencies in which payments shall be made to the PMA under this Contract shall be Indian Rupees (INR) only.
- v) All remittance charges will be borne by M/s. PFCCL, New Delhi.
- vi) In case the project exceeds beyond 18 months period because of reasons not attributable to PFCCL, Electricity Department, Government of Goa shall continue to pay fixed monthly payment for each extension as per mutually agreed terms and conditions.
- vii) All payments will be made through RTGS only. No payment would be made either Cheque/ Cash/DD. The PFCCL is required to give its Bank details like Name of the Account Holder, Bank & Branch name Branch code, Account No., Type of account, IFSC code to the paying authority immediately after entering in to this agreement.



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8. DROP DEAD FEE:

If due to any reason or decision of the Client/the Govt./Regulator, the assignment is dropped or PFCCL is directed to discontinue work, the "Drop Dead Fee" would be the payments received by PFCCL and the claims already raised to the Client plus the sum of all liabilities and expenditure incurred, if any, relating to the assignment, till the point of calling off the assignment.

9. COMMENCEMENT AND COMPLETION:

The Agreement is effective from the date of appending of signature necessary to complete the formal Agreement or the receipt of first payment date, whichever is later and the effective completion date of the project would be 18 months from the effective date as per the Clause-4. The completion period shall be extended based on mutual discussion depending upon the constraints being faced during execution of the assignment. In case, the work related to the assignment completed before the tenure of the assignment, the assignment shall be closed without any reduction of consultancy fees.

10. ABANDONMENT, SUSPENSION OR TERMINATION OF AGREEMENT:

a) By Notice of the Client


The Client may suspend all or part of the Services or terminate the Agreement by giving notice, in writing, of at least 30 days to the Consultant who shall immediately make arrangements to stop the Services and minimize expenditure provided the Client considers that the Consultant is, without good reason, not discharging his obligations, the Client can inform the Consultant by notice stating the grounds for the notice. If a satisfactory reply is not received within 15 days, the Client can by a further notice, in writing, terminate the Agreement provided that such further notice is given within 30 days of the Client's earlier notice.

b) By Notice of the Consultant

The Consultant may, by written notice to the Client, terminate this Agreement if:

1. He has not received payment of that part of any invoice which is not contested within thirty (30) days of submission thereof;
2. The services have been postponed as provided in the Agreement and the period of postponement has exceeded thirty (30) days.



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INVOICE/BILLS:


All the bills/invoices shall be submitted in duplicate and addressed to The Nodal Officer, IPDS, Electricity Department, Government of Goa, Corporate Office. All the payments shall be made to M/s. PFCCL within 30 days of claiming the same through RTGS only. No payment would be made either cheque/cash/DD. The PFCCL is required to give its Bank details like Name of the Account Holder, Bank & Branch name Branch code, Account No., Type of account, IFSC code to the paying authority immediately after entering in to this agreement.

12. OTHER TERMS & CONDITIONS:

- a) The Client shall, so as not to delay the services and within a reasonable time, provide to PFCCL (the Consultant) free of cost information/data, or arrange for such information as may be required to provide the services for the subject assignment.
- b) In order to ensure smooth operations, the Client would appoint a Nodal Officer for the assignment who will provide various inputs like accounts data etc. throughout the execution of the assignment.
- c) The Consultant will not be obliged to hold or participate in any interaction with Unions, Associations etc. related to any aspect of this assignment or otherwise. All the interactions related to data will be done with the Nodal Officer
- d) PFCCL's services shall be purely advisory in nature including all documents and recommendations and PFCCL shall in no way be responsible or hold any liability for any disputes, lawsuits and or consequential loss, damages to either the Client or any other party in any manner whatsoever.
- e) The Consultant will not use the documents/information and other data received from the Client for any other purpose and the same will not be disclosed to any other person except to the extent required and utmost secrecy will be maintained.
- f) Wherever relevant Data/input required for the assignment, is not available from the Client, suitable assumptions would be made by the Consultant under intimation to the Client.
- g) If the anticipated information/facility/ decision is delayed from the Client, and the nature of inputs from the Client is such that it is essential for the continuation of the assignment, the Client and Consultant shall agree on how the affected part of the services shall be carried out.

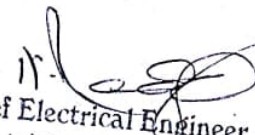


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- h) The Consultant shall not be responsible for the quality, correctness and timeliness of the output and advice/recommendations emerging on the basis of data/information provided by the Client in as much as this data/ information is non-representative.
- i) Once the advice/recommendations of the Consultant are accepted by the Client or the Client decides to ignore the advice i.e. acts in a manner not consistent with the advice of the Consultant or the Consultant is directed otherwise, the Consultant shall in no way be responsible or hold any liability for any disputes/legal cases and or consequential loss, damages to either the Client or any other party in any manner whatsoever.
- j) The Client shall bear all statutory charges like the fee to be paid along with the applications/petitions to be filed before the regulator, other agencies, stamp papers, affidavits, registration fee, agreements or contracts as also any expenditure towards any law suits etc., if any, and the Consultant shall in no way be responsible to bear either the charges or put in any extra effort in order to assist the Client in such activities relating to such law suits.
- k) The Consultant would follow its own procedures/systems for all the activities relating to the assignment including appointment of Sub-Consultants, engaging other agencies for any purpose/activities related to the assignment.
- l) Recommendations, suggestions of the Consultant for stages once accepted by the Client (including as per clause (i) above, shall not be revisited or revised due to any change in the views of the Client or Govt.
- m) The Consultant would not participate in any discussion/make presentations/offer justification with any other consulting agency/lender etc. apart from the Client.
- n) In case of addition to the agreed scope of work or the assignment being delayed beyond the stated completion period due to reasons not directly attributable to the Consultant, the Consultant would be charging, in addition to the above mentioned Consultancy fee, efforts put in by PFCCL manpower @ Rs.35,000/- per manday (plus Taxes as applicable) and out-of-pocket expenses (i.e. cost of Travel, stay, DA, Local conveyance etc. as per PFCCL's entitlements) incurred in connection with the assignment on actual, as certified by PFCCL or as may be mutually agreed between the Client and the Consultant.
- o) The Consultant reserves the right to appoint sub Consultant(s) for the assignment for which no charges shall be levied to the Client and the responsibility for the assignment will continue to be that of PFCCL.



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The Consultant would normally require a prior notice of atleast **Two(02) working days** for attending any meeting/discussion/hearing etc.

- q) All payments would be made by the Client within 15 days from PFCCL claiming the same. Any default in Payment by the Client would be taken, as institutional default to PFC and PFC shall make good such outstanding amount(s) from the immediate next disbursement from any financial assistance to the Client.

13. JURISDICTION:

All legal proceedings in connection with this contract will be subject to the jurisdiction of the local courts where the headquarters of the Client is situated, viz. Goa.

14. FORCE MAJEURE:

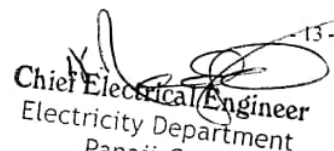
If at any time during the continuance of the work the performance in whole or in part by either party or any obligation under this contract, shall be prevented or delayed by reasons, of any war, hostility, acts of public enemy, Civil Commotion, sabotage, floods, explosion, epidemics, fires or other acts of God, strikes and locked out (hereinafter referred to as eventualities) then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof. neither party shall on arising of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

In case a Force Majeure situation occurs with the Goa Electricity Department may take the case with the contractor on similar lines.

15. ARBITRATION:

In the event of any dispute or difference at any time arising between the parties relating to the construction meaning or effect of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified here in or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement of thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations. If however, such negotiations are infructuous, they shall be




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vided by arbitration. Such a reference shall be deemed to be a submission to arbitration under the India Arbitration & Conciliation Act, 1996 and of any modification or re-enactment thereof.

16. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- i. If at any time any dispute, differences or question arises between the Parties concerning the interpretation, rights, liabilities, duties and obligations arising out this Agreement, then the same shall in the first instance be settled amicably between the Parties through mutual discussions and negotiations.
- ii. If mutual agreement cannot be reached within thirty (30) days after the commencement of such negotiations, then either Party shall be free to refer such dispute to arbitration in accordance with the provisions of the (Indian) Arbitration & Conciliation Act, 1996 and/or any subsequent statutory modifications or amendment thereto. A sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 and his/her decision shall be final and binding on both the Parties. The seat of the arbitration shall be at Goa and the language of arbitration proceeding shall be English Each Party shall bear its own cost for arbitration. This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out this Agreement shall be subject to the sole and exclusive jurisdiction of the courts of Goa.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with the laws by their duly authorized representatives ON THE Day of 2017 FIRST HEREIN ABOVE WRITTEN.

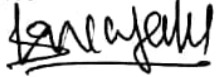
For and on behalf of PFCCCL

Signed & delivered by



(YOGESH JUNEJA)
General Manager

Witness

1. 
(Sanjay Nayak)

AVP, PFCCCL.

For and on behalf of Goa Electricity Department,

Signed & delivered by


(N.N. Reddy
Chief Electrical Engineer

Chief Electrical Engineer
Electricity Department
Panaji-Goa.

Witness

1. 