

Regd. Post with Ack. due

**EASTERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED
CORPORATE OFFICE :: VISAKHAPATNAM**

From:
The Chief General Manager,
Projects, A.P.E.P.D.C.L.,
3rd Floor, Corporate Office,
P&T Colony, Seethammadhra,
Visakhapatnam-530 013.

To:
M/s. PFC Consulting Ltd.,
1st Floor, Urjanidhi, 1, Barakhamba Lane,
Connaught Place,
New Delhi-110001
Fax.No.011-23456170
E mail:pfcconsulting@pfcindia.com

Lr.No.CGM/Projects/GM.P/DE.P1/ADE.P1/F.IPDS/D.No.589/15 Dt.18-5-2015.

Sirs,

Sub:- APEPDCL - Integrated Power Development Scheme”(IPDS) Scheme – Appointment of M/s. PFCCL as Project Management Agency – Revised Letter of Acceptance – Issued - Reg.

Ref:- 1) Lr.No.CGM/Projects/GM.P/DE.P1/ADE.P1/F.IPDS/D.No.527, Dt.7.5.15
2) Lr.No.03/14-16/Mkt/APEPDCL/IPDS-PMA, Dt: 12.5.2015

An LOA was issued to M/s. PFC Consulting Ltd as Project Management Agency (PMA) for IPDS scheme @ 0.5% of the project cost as consultancy fee incl. of all taxes vide reference 1st cited.

Vide reference 2nd cited you have requested to issue revised LOA with a Consultancy fee of **1% of the project cost (as per approved DPR) plus service tax extra** as applicable at the time of payment and also requested to waive the requirement of Bank Guarantee.

APEPDCL after careful deliberations hereby accepted the request and the revised the Consultancy fee to **1% of the project cost (as per approved DPR) plus service tax extra** as consultancy fee. Further, you are exempted from furnishing Bank Guarantee for the consultancy works.

A separate project office should be established by you at Corporate Office/APEPDCL for monitoring and reporting the progress of the Project to management of APEPDCL.

Further, following are the details of the estimated projects cost for the IPDS:

Approved 3 Nos DPRS				
Sl.No	Grant No	Name of the circle	No of Towns covered	Approved DPR cost (Rs. Crs)
1	31651001	Eluru	8	69.62
2	31651002	Visakhapatnam	3	118.69
3	31651003	Vizianagram	4	34.11
Total (A)			15	222.42
DPRs submitted to M/s.PFCLtd., and sanction is awaited				
Sl.No	Name of the circle		No. of Towns covered	Estimated DPR cost (Rs. Crs)
4	Srikakulam		5	40.86
5	Rajahmundry		9	89.10
Total (B)			14	129.96
Grand Total (A+B)			29	352.38 *

*** The DPR cost may vary depending upon the sanction of the project for the balance 2 Districts.**

Hence you are requested to come to this office along with Non-Judicial stamp paper, worth of Rs.100/- for signing the agreement/contract with APEPDCL within 21 days from the date of issue of this LOA.

Receipt of this LOA may be acknowledged.

Yours sincerely,


Chief General Manager/Projects & IT
APEPDCL :: VISAKHAPATNAM

Copy submitted to the Advisor to the Secretary, Energy Dept, AP Secretariat, Hyderabad.
Copy to the Chief Engineer/IT & Telecom/APTransco/Vidyut Soudha /Hyderabad

Copy to ADE/Technical/CMD Peshi/APEPDCL/Visakhapatnam.
Copy submitted to Director/Projects/APEPDCL/Visakhapatnam.
Copy submitted to Director/Finance/APEPDCL/Visakhapatnam.

DESPATCHED
Date : ...18/5/2015

Agreement No. 07 /2015-16

Agreement

Between

PFC CONSULTING Ltd. (PFCCL)

And

**Eastern Power Distribution Company of A.P. Ltd.
(APEPDCL)**

*“Providing services as Project Management Agency (PMA)”
for implementation of Integrated Power Development Scheme
(IPDS) in Eastern Power Distribution Company of A.P. Ltd.”*

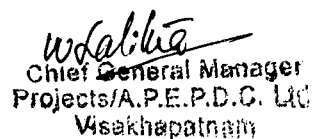
AGENCY:

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

CLIENT

The Chief General Manager,
Projects, APEPDCL,
3rd Floor, Corporate Office,
P&T Colony, Seethammadhra,
Visakhapatnam-53 0013.




Chief General Manager
Projects/A.P.E.P.D.C. Ltd
Visakhapatnam

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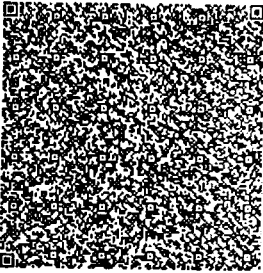
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL34508905928995N
Certificate Issued Date : 27-Jul-2015 03:34 PM
Account Reference : IMPACC (PF)/dl766013/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL76601366520590419600N
Purchased by : PFC CONSULTING LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : PFC CONSULTING LIMITED
Second Party : APEPDCL
Stamp Duty Paid By : PFC CONSULTING LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line.

1. AGREEMENT:

Agreement No.07 /2015-16 of CGM/Projects/APEPDCL

This Agreement is made at Vishakhapatnam, Andhra Pradesh on 24th day of September, 2015 between:

Eastern Power Distribution Company of AP Ltd (APEPDCL) having its Registered office at P&T Colony, Seethammadhara, Visakhapatnam - 530013 (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.

AND

W. S. S. S.
Chief General Manager
Projects/A.P.E.P.D.C. Ltd
Visakhapatnam

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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 (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) in Eastern Power Distribution Company of A.P. Ltd*”. Both the parties have come to understanding for the assignment to be undertaken by M/s. PFCCL for which the client issued Letter of Acceptance vide Lr.No.CGM/Projects/GM.P/DE.P1/ ADE.P1/F.IPDS/D.No.589/15, Dt.18.05.2015.


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.09.01.2015 & letter Dt.18.03.2015 & 06.04.2015.
 - 2) Letter of Acceptance of APEPDCL dated May 18, 2015
 - 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.




Chief General Manager
Projects/A.P.E.P.D.C. Ltd
Visakhapatnam

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 Eastern Power Distribution Company of AP Ltd (APEPDCL).

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.



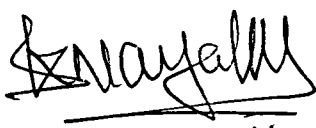

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Visakhapatnam


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 Eastern Power Distribution Company of A.P. Ltd.

The scope of work for the assignment is as follows:

- i. Monitoring and coordination of bidding process (Mandatory):
 - a) Assist utilities in preparation of tender documents for appointment of turnkey contractor.
 - b) Assist utilities in bidding process (including pre bid meetings etc) and technical evaluation of bids.
 - c) Assist the utilities for placement of Letter of Award and related activities.
- ii. Project Planning and Implementation (Mandatory):
 - a) Assisting APEPDCLs in preparation of detailed work implementation schedule in association with turnkey contractor.
 - b) Coordination & monitoring of project implementation activities.
 - c) To monitor DPR wise monthly physical & financial progress of the scheme, prepare a consolidated report & submit to utility for onward submission to Nodal Agency.
 - d) Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with utilities & project implementing agency (Contractor).
 - e) To assist utilities to verify creation of assets from asset register of the utility.
 - f) Recommend the claim of utility for fund release from Nodal Agency. The recommendation is to be supported by a report on expenditure, progress and constraints if any for timely completion of project.
 - g) Submit a report to Nodal Agency, regarding Project Completion and expenditure incurred along with recommendation in accordance with the guidelines.




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- h) To assist utility in supervision of flow of funds in dedicated bank account of projects.
- iii. Quality Monitoring (Mandatory):
- a) To prepare a Quality Assurance (QA) Plan with the approval of the utility
- b) To carry out field quality inspection of ongoing/ completed works
- c) 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 (Mandatory):
- a) Assisting utilities in timely updation of information on utility / Nodal Agency Web Portal.
- b) Periodic reporting to the Project Management Cell of utility.
- 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(Mandatory):
- a. Recording and submission of as built vendor data
- b. Providing an operation and maintenance Manuals in consultation with the turnkey/ partial turnkey contractor to be followed after completion of work.
- c. Assisting in keeping record for unforeseen circumstances during execution
- d. To assist in preparation of reconciliation statement and closure report
- e. Assisting taking over the executed works
- f. 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 term of appointment of the PMA shall be for (6+24+3=33) months from signing of contract agreement i.e. Six (6) months for assistance in Bid Process and Award of Contract by APEPDCL for appointment of turnkey/ partial



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Project/A.P.E.P.D.C. Ltd
Bakhtnagar

turnkey contractor., 24 months for completion of work under the scheme as a PMA plus 3 months for associated activities after completion of works, when all DPRs of the utility are submitted by utility and approved by Monitory Committee in one go. If the DPRs are submitted and approved in phased manner, the term of appointment shall be suitably modified to accommodate the time gap between first and last approval of DPR of the utility. In case of extension in execution of works beyond 24 months, the services of the PMA shall suitably be extended by the utility.

Time Lines:

Timeline for major activities is given below:-

Sl. No.	Activity	Timeline
1	Reporting of Personnel deployed and establishment of offices (3 Nos. for 5 circles and 2 Nos. at Corporate office)	15 Days after date of entering into agreement for corporate office. For circles, 15 days after the issuance of LoA to the selected turnkey/ partial turnkey contractor or as per the directions of APEPDCL.
2	Assistance in Finalization of tender documents on the basis of Standard Bid Document	Within 30 Days after signing of the agreement.
3	Bid Evaluation Report	Within 21 Days after opening of Part I of bid to APEPDCL.
4	Supervision and monitoring of all site works under the scope of implementing agency including quality checks in respect of material used as per Quality Assurance Plan (QAP) for IPDS works including reporting and updation of web portal and associated activities after completion of the works including Preparation and Submission of closure proposals	Till the Agreement Period.

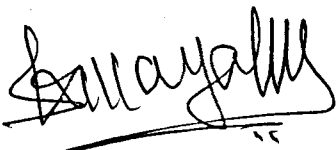
5. CONSULTANCY FEE:

The total consultancy fee for the scope of work for providing services as Project Management Agency (PMA) for implementation of IPDS would be **1% (One percent)** of the approved cost of DPR plus service tax extra as applicable at the time of payment.

6. DELIVERABLES:

a) Key Personal to be Deployed & Establishment and Coordination:

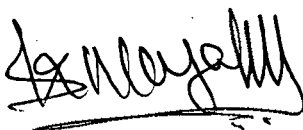
The Educational Qualification of the key staff professional by PFCCL/ sub-c onsultant of PFCCL shall be as follows:



W. Dalitua
Chief General Manager
Projects/A.P.E.P.D.C. Ltd
Visakhapatnam

Sl. No.	Team Composition	Number of persons	Required Qualifications
1	Project Group Manager (Project leader for the assignment)	1	Graduated in Electrical Engineering (or equivalent). At least 10 years' experience in the power distribution system in India, with experience in quality management in power distribution works, should have excellent project management and interpersonal skills sound experience as team leader in project management of a sizeable team composing national experts plus financial management experience (at Corporate Office)
2	Project Engineer (Electrical)	3	Graduated in Electrical Engineering (or equivalent). At least 5 years' experience in the power distribution system in India, with experience in quality management in power distribution works -3Nos (1No. for Visakhapatnam, Vizainagaram & Srikakulam, 1 No for Rajahmundry and 1No. for Eluru circle.)
3	MIS consultant	1	MBA/Graduate Engineer in Electrical with 2 years experience in Power Distribution Sector (at Corporate Office)

- i. M/s. PFCCL/ sub-consultant of PFCCL has to establish their offices including deployment of requisite manpower, vehicles and other infrastructure to supervise the project suitably at utility head quarter's at corporate office and circle/district level to oversee the project for smooth interface with utility and contractor on day to day basis.
- ii. Two designated person viz. one Project Group Manager, one MIS consultant have to be stationed on full time basis at Corporate Office head quarter (Visakhapatnam). Office space for the designated persons would be the responsibility of APEPDCL both at Corporate and Circle offices.
- iii. The Project Group Manager shall work as Team leader and coordinate with the designated persons in the utility.
- iv. The PMA team shall be available in office(s) on all of the utility working days. Leave policy of the PMA team shall be according to their parent firm policy.
- v. PMA should attend all the meetings conducted by the GoI/PFC/APEPDCL by making their own arrangements. No extra payment will be made in this regard.



Udabika
Chief General Manager
Projects/A.P.E.P.D.C. Ltd
Visakhapatnam

b) Right to Vary Number of Resources:


If the number of people originally specified in the Agreement are required to be changed for timely completion of assignment, then additional manpower as may be required would be deployed by PFCCL/ Sub-consultant of PFCCL which would be mutually agreed between the Parties.


c) Responsibilities of the Manpower of PMA:

- i. The deployed manpower of PFCCL/ sub-consultant of PFCCL will maintain office decorum. They will be courteous, polite and cooperative.
- ii. The deployed manpower will adhere to the office timings and follow all rules, regulations and policies as decided by APEPDCL.
- iii. The deployed manpower consultants will be responsible for any damage to equipments, property and third party liabilities caused by their acts in the premise of APEPDCL. They will use all equipment only for the purpose of carrying out their legitimate business of APEPDCL and will not put to any other use. For any damages, the extent of damage as decided by APEPDCL will be final.
- iv. The PMA will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award;
- v. The PMA & its designated man power will need to be able to work efficiently with senior management and officers of APEPDCL;
- vi. The PMA will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- vii. The PMA and its designated man power shall bring their own laptops and data card for carrying out their activities.

d) 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 (except for commencement report)
- ii) The Commencement 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 of PFCCL 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.




Chief General Manager
Projects/A.P.E.P.D.C. Ltd
Visakhapatnam

iii) The Monthly and Quarterly Progress Report shall contain details of all meetings, decisions taken therein, mobilization of resources (PFCCCLs' and the contractor), Detailed compliance report of each activity, progress with photo and videography of all important installations and the projected progress for the forthcoming periods 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 commencement of services.	2
2	Progress Report	Every month	Before 3 rd day of the following month	2
3	Progress Report (Quarterly)	Every 3 month	Before 10 th day of the following 3 rd month	2
4	Special Reports, if required by APEPDCL	As and when required	On immediate basis	2
5	Special Reports on any important feature aspect likes claim variation etc.	Whenever Needed	On immediate basis	2
6	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.

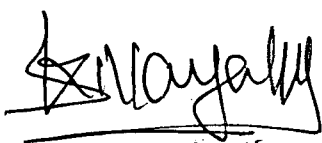
7. PAYMENT TERMS:


A) Payment Clause:

- i) The fee would be payable in the following manner:
 - a) 10% (ten percent) of Consultancy Fee as mobilization Advance on sanctioned DPRs after entering into agreement and establishing office at Corporate Office and deploying personnel.
 - b) 15% (fifteen percent) of the Consultancy Fee on placement of Letter of Award by APEPDCL on pro-rata basis of individual package cost of sanctioned DPR.



- c) 65% of the consultancy fee shall be paid in two components:
- i) Fixed payment @1/9 of 30% of the Consultancy Fee shall be released on quarterly basis as per the sanctioned DPR cost of the package/ packages awarded as on the date of claiming the bill for the month.
 - ii) Balance 35% of the consultancy fee shall be released pro rata linked with the disbursements for the project.
 - d) Balance 10% of the Consultancy Fee shall be released after 3 months of completion of works and release of final installment of grant to the APEPDCL by Nodal Agency.
- ii) The PMA shall raise invoices for services rendered circle-wise and submit to the APEPDCL Nodal Officer for payment. For the resources deployed at circle level, the concerned Superintending Engineer/Operation has to certify on the invoices raised by M/s. PFCCL, for processing the bills at Corporate Office.
 - 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. The PMA shall furnish a copy of the monthly progress report along with the invoice.
 - iv) Payments shall be made within 45 days by the APEPDCL as per the quoted rates and after submission of an invoice (in triplicate) for payment by the PFCCL, and the APEPDCL has accepted it. However, any delay in payment will not entitle the contractor for any compensation or form ground for extension in delivery period without liquidated damages.
 - v) All services rendered by the PMA will be verified, validated and approved by the appropriate Nodal Officer of APEPDCLs or nominated officer before payments are released to the service provider as per the terms and conditions of the agreement.
 - vi) The currency or currencies in which payments shall be made to the PMA under this Contract shall be Indian Rupees (INR) only.
 - vii) All remittance charges will be borne by M/s. PFCCL, NewDelhi.
 - viii) In case of disputes, 20% of the disputed amount shall be withheld and will be paid only after settlement of the dispute.
 - ix) In case project finishes before scheduled timeline, the remaining monthly payment (s) will be made together at the end of work.




Chief General Manager
Projects/A.P.E.P.D.C. Ltd.
Visakhapatnam

- x) In case the contract period exceeds beyond 33 months from the date of signing of agreement because of reasons not attributable to PFCCI, APEPDCL shall extend the contract period as per mutually agreed terms by APEPDCL and PFCCCL including Commercial/Financial terms.
- xi) All payments will be made through RTGS only. No payment would be made either Cheque/ Cash/DD. The PFCCCL 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.

8. DROP DEAD FEE:

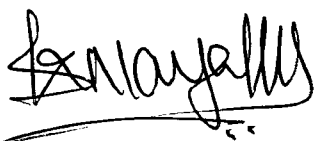
APEPDCL has right to rescind / terminate the agreement for the above work for poor performance, slow progress of PFCCCL or decision of board as the case may be at any time by giving one week advance notice and in such an event PFCCCL., cannot claim any damages or compensation except for the proportionate output of work so achieved. To ensure the same, the agency shall before commencement of the work determine and communicate to APEPDCL in writing of the programmed time lines with breakup shall be read in consonance with the payment schedule for the purpose of any arbitration in the matter. PFCCCL shall refund the amount to APEPDCL after deducting the charges to the extent of the assignment carried out at the time of termination of the contact.

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 earlier and the effective completion date of the project would be 33 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

10. MODIFICATION AND ALTERATIONS TO THE AGREEMENT:

Should circumstances arise which call for modification of the Agreement, these may be made by mutual consent in writing. Proposal in this respect from one Party shall be given due consideration by the other Party.



11. 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 Forty Five (45) 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.

12. INVOICE/BILLS:

All the bills/invoices shall be submitted in duplicate and addressed to The Nodal Officer, IPDS, APEPDCL, Corporate Office, Visakhapatnam. All the payments shall be made to M/s. PFCCL within 45 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.

13. OTHER TERMS & CONDITIONS:

- a) APEPDCL shall, so as not to delay the services and within a reasonable time, provide to PFCCL 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, APEPDCL shall appoint a Nodal Officer for the assignment who will provide various inputs like accounts data




Chief General Manager
Projects/A.P.E.P.D.C. Ltd
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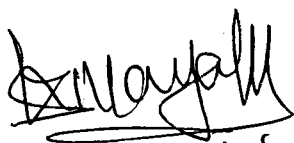
etc. throughout the execution of the assignment. Further, APEPDCL shall also participate along with Consultant in all the internal/external discussions and meetings related to the assignment.

- c) PFCCL 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 APEPDCL or any other party in any manner whatsoever.
- e) PFCCL will not use the documents/information and other data received from APEPDCL for any other purpose and the same will not be disclosed to any other person except to the extent required and utmost secrecy shall be maintained.
- f) Wherever relevant data/input required for the assignment, is not available from APEPDCL, suitable assumptions would be made by PFCCL under intimation to APEPDCL. PFCCL will proceed with the assumptions only after due approval from APEPDCL.
- g) If the anticipated information/facility/ decision is delayed from APEPDCL, and the nature of inputs from APEPDCL is such that it is essential for the continuation of the assignment, APEPDCL and Consultant shall agree on how the affected part of the services shall be carried out.
- h) PFCCL 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 APEPDCL in as much as this data/ information is non-representative.
- i) Once the advice / recommendations of PFCCL are accepted by APEPDCL or APEPDCL decides to ignore the advice i.e. acts in a manner not consistent with the advice of PFCCL or PFCCL is directed otherwise, PFCCL shall in no way be responsible or hold any liability for any disputes/ legal cases and or consequential loss, damages to either APEPDCL or any other party in any manner whatsoever.

- j) APEPDCL 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 PFCCL shall in no way be responsible to bear either the charges or put in any extra effort in order to assist APEPDCL in such activities relating to such law suits.
- k) PFCCL will 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 PFCCL for stages once accepted by APEPDCL (including as per clause (i) above, shall not be revisited or revised due to any change in the views of APEPDCL or Govt.
- m) PFCCL will not participate in any discussion/ make presentations/ offer justification with any other consulting agency/lender etc. which is not covered under scope of work.
- n) PFCCL reserves the right to appoint sub Consultant(s) for the assignment for which no charges shall be levied to APEPDCL and the responsibility for the assignment will continue to be that of PFCCL.
- o) PFCCL would normally require a prior notice of at least two working days for attending any meeting/ discussion/hearing etc.
- p) All payments would be made by APEPDCL within 45 days from PFCCL claiming the same.
- q) APEPDCL shall obtain any clarifications/information from PFCCL in writing during the course of consultancy services or after completion of the contract. PFCCL is bound to comply with the above mentioned requirements and communicate in writing.
- r) APEPDCL will facilitate meetings with other agencies, Government authorities in obtaining available data, specifications that may be required for completing the assignment.

14. 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. Visakhapatnam.



15. 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.

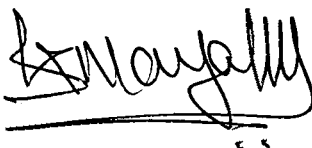
In case a Force Majeure situation occurs with the APEPDCL, the APEPDCL may take the case with the contractor on similar lines.

16. 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 decided 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*.

17. 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.



W. D. Lakshmi
Chief General Manager
Projects/A.P.E.P.D.C. Ltd
Visakhapatnam

- 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 Visakhapatnam 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 Visakhapatnam.

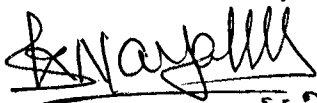
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with the laws by their duly authorized representatives ON THE 24th Day of September, 2015 FIRST HEREIN ABOVE WRITTEN.

18. PERFORMANCE SECURITY:

Exempted at the request of the consultant.

For and on behalf of PFC Consulting Ltd.

Signed & delivered by




(SANJAY NAYAK)
Associate Vice President

24/09/2015.

For and on behalf of APEPDCL

Signed & delivered by



(V. VIJAYA LALITHA)
Chief General Manager (Projects)

The list of team composition and task assignments along with the CV of the individuals is to be attached to this agreement and forms part of the agreement.

TEAM COMPOSITION AND TASK ASSIGNMENTS

List of Proposed Professionals

Sl. No.	Name	Proposed role	Qualification	Experience	Reference page no of complete details in document
1					
2					
3					
4					
5					

Signature: _____
(Authorized Representative)

Full Name: _____

Title: _____

Name of Firm _____

Address _____

**FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: _____

[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: _____

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Name of Firm _____

Address: _____