



PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Ltd.)

9th Floor, A-wing, Statesman House, Barakhamba Road,

Connaught Place, New Delhi – 110001

Telephone : 011-23443916

Website : www.pfcclindia.com

**REQUEST FOR PROPOSAL (RFP)
(ONLY THROUGH E-TENDERING MODE)**

“Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL ”

Date of issue of RFP	15th December, 2021
Last date for submission of Bid	4th January, 2022 up to 1500 hrs, (IST)
Date of opening of Technical Bid	4th January, 2022 up to 1530 hrs, (IST)

Ref. No. 03/PFCCL/RC01:2021-22

Date: 15th December 2021

PFC Consulting Ltd. invites E-Tenders for “Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL”.

a)	Start Bid Date & Time	December 15, 2021
b)	Close Bid Date & Time	January 04, 2022 till 15:00 hrs (IST)
c)	TOE Start Time	January 04, 2022 at 15:30 hrs (IST)
d)	Financial Bid Opening	To be intimated to qualified bidders

Note:

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

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INVITATION TO BID

Ref. No. 03/PFCCL/RC01:2021-22

Date: 15th December 2021

1. PFC Consulting Ltd. intends to invite e-bids for **“Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL”**.
2. In case of any inconsistency (ies) between this RFP and MSTC provisions (including Terms and Conditions), the RFP provisions (including Terms and Conditions) shall prevail.
3. Interested Bidders may obtain further information from the office of PFC Consulting Limited, 9th floor, A wing, Statesman House, New Delhi-110001, India.
4. Bids shall be received up to **15:00 hrs (IST) on 4th January 2022** through MSTC Portal. The time table for bid process is as follows:

Issue/Publication of RFP on MSTC	15 th December 2021
Last date for queries / seeking clarification	21 st December 2021
Last Date of availability of RFP on MSTC	4 th January 2022 up to 1500 hrs, (IST)
Last Date & Time for receipt of Bid on MSTC	4 th January 2022 up to 1500 hrs, (IST)
Date & Time of Opening of Technical Bids on MSTC portal	4 th January 2022 at 1530 hrs (IST)
Date & Time of Presentation	To be intimated to the eligible Bidders
Date & Time of Opening of Financial Bids	To be intimated later on to the eligible Bidders
Place of submission of Bids	Completed bids shall be uploaded on <u>MSTC Portal</u>
Place of Opening of Bids	MSTC Portal
Address for communication	Dy. General Manager, PFC Consulting Limited, 9 th Floor, A-wing, Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001, India Tel : 011-23443916 Email ID: pfcconsulting@pfcindia.com
Independent External Monitor	

The bid is to be submitted through MSTC Portal for participation in the tendering process before the last date & time for receipt of bid i.e. 4th January 2022 failing which Bidder will not be able to submit their bid.

5. **Qualifying Requirements:** Bidder has to meet the following qualifying requirements and provide satisfactory evidence in support, failing which their bid shall be rejected:
- a) The Bidder should be registered in India for the past 7 years at the time of issue of this tender (Registration certificate/certificate of commencement of business to be submitted). No Joint Venture, Consortium of firms, sub-consulting, sub-contracting or offloading shall be considered.
 - b) The Bidder should have average annual turnover of at least Rs. 400 crore from consulting operations in India in last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21). Proof of Turnover certified by the Chartered Accountant to be submitted. (FORM - T3 of Section VIII Bidding Forms)
 - c) Bidder must have completed at least seven consulting projects in Power sector in India in the last five years(i.e. having completion date after March 31, 2016) in the following area of Power Sector- Power Sector planning, Policy Formulation, Business/Strategic Planning in Power Sector, Capex Planning, Revenue Improvement, Loss Reduction Strategy, Performance Improvement of Power Sector Utilities, Power Procurement Planning, Financial Restructuring Planning, Regulatory Reforms (other than tariff filing/ review assignments), Energy Efficiency Plan (PFCCL may require Bidder to submit satisfactory completion certificate issued by client or Proof of Payment against final invoice to validate the same failing which PFCCL may reject the bid or cancel the appointment under the bid). Value of each project should not be less than Rs. 50,00,000/- (Rupees Fifty Lakhs only) excluding applicable GST/ VAT. (FORM - T1(a) or FORM- T1(b), as the case may be, of Section VIII Bidding Forms). No Joint Venture, Consortium of firms, sub-consulting, sub-contracting or offloading shall be considered for the purpose of qualifying requirements. The work undertaken by any consortium/sub-consulting of the Bidder shall not be considered as work experience. For the purpose of this clause, the projects denominated in currency other than INR shall be converted to INR using RBI Reference Foreign Exchange Rate as on the date of award of project to Bidder.
 - d) The team proposed by the Bidder for the assignment should comprise of at least 10 (Ten) identified members with one Project Director, three Team Leaders and six Team Members having in-depth knowledge of power sector with experience as following:
 - Project Director: Bidder has to identify one Project Director having minimum 15 years of experience .(FORM – T2 of Section VIII Bidding Forms)
 - Team Leaders: Bidder has to identify three team leaders having minimum 10 years of experience. (FORM – T2 of Section VIII Bidding Forms)
 - Team Members: Bidder has to identify six team members having minimum 5 years of experience. (FORM – T2 of Section VIII Bidding Forms)

- The above team must be located in Delhi NCR.
- e) The Bidder should be registered for Goods and Services Tax.(FORM -1 (E))
- 6. Bidder must not be blacklisted or debarred by any Government Department/Regulatory body/PSU/ PSU Banks/Autonomous Bodies/Statutory Bodies/REC/PFC/Ministry of Power (GOI) in India at the time of submission of bid. Further, Bidder also undertakes and declares that neither there is any order, decree, judgement of any domestic/ foreign court, tribunal or Government Authority in any litigation, arbitration, action, suit, investigation, claim, complaint, or other proceedings against the Firm or Agency nor the Firm or its personals are engaged in any Corrupt Practices or Fraudulent Practices or Collusive Practices in connection with the Firm or Agency's business and operations.(FORM-1(D))
- 7. The Bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.
- 8. The engagement would be for a period of 36 months.
- 9. All Technical and Financial Bids must be submitted at the MSTC portal.
- 10. Interested Bidders may seek clarifications on the RFP, if any, from Dy. General Manager, PFC Consulting Limited, 9th Floor, A-wing, Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001, India, India (Email ID: pficonsulting@pfcindia.com). Bidders are advised to visit the website of PFC on regular basis for any amendments, update, clarifications, etc.
- 11. No further discussion/ interface will be granted to Bidders whose bids have been disqualified. PFC Consulting Limited reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.

No. 03/PFCCL/RC01:2021-22

Date: 15th December 2021

Subject: Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL

Dear Sir / Madam,

PFC Consulting Ltd., (a wholly owned subsidiary of Power Finance Corporation Limited) invites e-bids for **“Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL”** through MSTC Portal.

The RFP consisting of Section I to Section VIII need to be filled on the MSTC portal in token of acceptance (refer SECTION-II INSTRUCTIONS TO BIDDERS).

SL.NO.	Particulars	
1.	SECTION-I	PREFACE
2.	SECTION-II	INSTRUCTIONS TO BIDDERS
3.	SECTION-III	BID INFORMATION
4.	SECTION-IV	QUALIFYING REQUIREMENTS
5.	SECTION-V	SCOPE OF WORK
6.	SECTION-VI	BID EVALUATION METHODOLOGY
7.	SECTION-VII	GENERAL CONDITIONS OF CONTRACT
8.	SECTION-VIII	BIDDING FORMS

Note :

Due Date & Time of Submission of Bid : 4th January 2022 upto 15:00hrs (IST)
Opening Date & Time of Technical Bid : 4th January 2022, 15:30hrs (IST)

Thanking you,

Yours faithfully,
Sd/-
(Rishab Jain)
Dy. General Manager

SECTION-I PREFACE

PFC Consulting Limited (PFCCL) is a wholly owned subsidiary of Power Finance Corporation Ltd. PFCCL is handling the works for Ultra Mega Power Projects (UMPPs), Integrated Power Development Scheme (IPDS), Independent Transmission Projects (ITPs) and consultancy assignments etc.

PFC Consulting Limited (PFCCL) hereinafter referred to as **'The Client'** or **"PFCCL"** or **"PFC Consulting Limited"** invites e-bids for **"Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL"** in line with the Scope of work as detailed in the RFP (may also be referred as "Bid Documents", "Tender Document"), comprising of the following:

- a) Section – I Preface
- b) Section – II Instruction to Bidders
- c) Section – III Bid Information
- d) Section – IV Qualifying Requirements
- e) Section – V Scope of Work
- f) Section – VI Bid Evaluation Methodology
- g) Section – VII General Conditions of Contract
- h) Section – VIII Bidding Forms

Bids are invited for the aforesaid works in terms of e-bidding system contained in the Bid Documents.

Bidders are requested to note that no deviation, whatsoever, are permitted by PFCCL to any of the provisions of the Bid Documents and that the bid shall comply with all the requirements of the Bid Documents.

Bidders are further requested to submit their offers as per requisite formats provided in the Bid Documents.

Any offer/proposal and/or Authorization Letter to sign the bid, received by PFCCL after the deadline for submission of bids prescribed in the Bid Document will be rejected. PFCCL shall not be responsible for any delay or non-receipt of offer and reserves the right to reject any or all offers without assigning any reasons thereof.

SECTION-II INSTRUCTIONS TO BIDDERS**2.1 Invitation of Bids**

PFCCL intends to receive bids for **“Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL”** and invites online bids from Bidders which may be a Company, LLP, Partnership Firm or any other duly incorporated and registered entity other than individuals. It is hereby clarified that the work undertaken by any affiliate/consortium/sub-consulting of the Bidder shall not be considered as works undertaken by the Bidder. Further, Bid shall be prepared and submitted in accordance with the specifications and requirements as set forth in this RFP document only.

2.2 Single Stage Bidding

- (a) All enclosures/supporting documents of each Bid shall be filled/ scanned and uploaded while submitting the bids ONLINE.
- (b) All these documents shall be signed as per requirement of MSTC portal
- (c) TECHNICAL & FINANCIAL BID TO BE SUBMITTED THROUGH ONLINE MODE ONLY failing which the entire Bid shall be summarily rejected.

2.3 Submission of Bids (ONLINE ONLY)**(a) Technical Bid**

- A. Technical Bid has to be submitted in ONLINE MODE ONLY through MSTC Portal. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid. The Bid shall comprise the following:
 - (i) Bid Forms as per the prescribed Proforma (Section VIII).
 - (ii) The complete information as required in Section-IV “Qualifying Requirements”.
 - a. The Bidders are required to submit certificate of incorporation as evidence of registration in India.
 - b. In addition, where the Bidder is a wholly owned entity/ Affiliate of global consulting agency, it shall be required to submit a certificate of their relationship with such global consulting firm duly certified by the Chartered Accountant of the Bidder (Form T4).
 - c. All the documentary evidence in support of satisfying the qualifying requirements including declaration containing list of previous assignments carried out with date of start and completion signed by authorised signatory (Form T1(a)). OR,
The Bidders may alternatively submit the details of previous assignments carried out with date of start and completion in Form-T1(b) signed by Managing Director/CEO of the Bidder and certified by an Independent Chartered Accountant.
 - (iii) Copy of PAN No. and Goods and Services Tax Registration No.
 - (iv) The bidder must attest the original tender document with authorized signature and stamp as an acceptance of the TENDER terms and conditions and submit

the same along with the tender response. The price should not be quoted in the same.

- (v) Any other technical details/data sheets/ literature etc. required to be submitted by the Consulting Agency as contained in the RFP.

(b) Presentation

All the Bidders satisfying qualifying requirement shall be called for a presentation (Technical Evaluation explained at Section VI– Bid Evaluation Methodology). The Bidder shall submit the Presentation in one soft copy along with at least two hard copies before start of the presentation. The hard copies shall be duly stamped and signed by the Authorized Signatory on each page. This should be submitted, preferably, in a bound form and all pages continuously and serially numbered.

The presentation shall form part of the Technical Bid and should be prepared considering Objective, Scope, Approach & Methodology & Deliverables as well as other information given in this document.

The presentation must include:

- (i) Brief description about the Consulting Agency/Consulting firm
- (ii) Experience of Consulting Agency
- (iii) Understanding of Power Sector including Brief of various assignments undertaken in diverse segment of Power sector during last five years& impact on the industry
- (iv) Details of specific consultancy projects/studies undertaken in power sector may be provided. These may include assignment/job name, description of services provided, approx. value of assignment, country & location, duration of assignment, name of client, starting & completion dates, names of associates (other than employees), if any.
- (v) Initiatives in Power Sector” and “Way forward for Power Sector” (Focus should be on Generation, Distribution and Transmission activities)
- (vi) Focus on Emerging Technologies in the area of Distribution including RDSS, Smart Metering (AMI).
- (vii) Understanding of Scope of Work.
- (viii) Detailed approach and methodology to be adopted for delivering the scope

(c) Financial Bid

- (i) Financial bid has to be submitted ONLINE ONLY through MSTC Portal as per **Form-P1**.
- (ii) The bid should be for a minimum of Re. 1 and in multiples thereof Price bid of zero amount will not be accepted.
- (iii) This part shall contain only Financial Bid. It may be noted that the financial bid shall contain only price without any conditions whatsoever or any other information. Any conditions given in this part shall cause the Bid to be rejected.
- (iv) The Bidder shall quote the total lump-sum price i.e. fee chargeable on an monthly basis in Indian Rupees only. If different price/fee is quoted for various years then the bid would be treated as invalid. The annual fee (lump sum price) quoted should be w.r.t. the entire scope of work as mentioned in Section-V-Scope of Work of the RFP document.

- (v) The total lump-sum price i.e. fee chargeable should be quoted including all the taxes (i.e. GST presently 18%) and out of pocket expenses on account of communication, workshops, printing, stationary, etc. No expenses on any account would be paid by PFCCL relating to this transaction except the total lump-sum price quoted by Bidder and accepted by PFCCL. However, the travel fare and accommodation expenses related to travel outside Delhi-NCR shall be reimbursed by PFCCL in line with provisions provided in RFP.
- (vi) In case of change in applicable taxes, the fee payable shall be adjusted accordingly from the date of such change.
- (vii) It may be noted that PFCCL will be opening the financial bids of only those Bidders who are shortlisted in technical evaluation.
- (viii) The financial bid should be unconditional.

2.4 Delivery of Bids

- (a) The Bids complete in all respects should be submitted within the due date and time ONLINE through MSTC Portal.
- (b) Only one Bid shall be submitted by each Bidder and in case of more than one Bid by a Bidder, the Bid shall be considered invalid. Further,
 - A Bidder shall submit only one response in the same bidding process, individually as company. It is further clarified that any of the parent company / Affiliate / ultimate parent company of the bidding company shall not separately participate directly or indirectly in the same bidding process. Further, if any Bidder has a conflict of interest with other Bidder(s) participating in the same bidding process, the Bid of all such Bidder(s) shall be rejected.
 - A Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder;
 - “Affiliate” shall mean a company that either directly or indirectly i. controls or ii. Is controlled by or iii. Is under common control with a bidding company (in the case of a single company) and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- (c) Bids received through FAX or e-mail shall not be accepted.

2.5 Signature on Bids

- (a) The Bidder shall complete all the procedure and format of the bid through MSTC portal
- (b) The bid must contain the name and place of business of the person or persons making the bid and must be signed by the authorised signatory(ies) on all the pages as per the requirement of MSTC. The names of all persons signing must also be typed or printed below the signature.
- (c) Bids must be signed by the authorized signatory who shall be Chairman/ Managing Director or any other person(s) authorized to bid on behalf of such entity in the matter.
- (d) Authorisation letter in favour of the person signing on behalf of the Bidder as per the requirement in Form-1(A) shall be furnished with the bid.
- (e) The Bidder's name stated on the bid shall be the exact legal name of the company / firm.

2.6 Deadline for Submission of Bids

- (a) Bids will be received by PFCCL not later than the time & date mentioned in Section-III-Bid Information.
- (b) PFCCL may, at its discretion, extend this deadline for the submission of bids by amending the RFP, in which case all rights and obligations of PFCCL and Bidders subjected to the earlier deadline will thereafter be subject to the deadline as extended without there being any change in terms. For any amendments in this bid the information shall be posted on the website of PFCCL. No separate intimation/notification will be issued. Bidders are advised to visit the website of PFCCL on regular basis for any amendments, update, clarifications, etc.

2.7 Late Bids

Any bid received by PFCCL after the date fixed or extended for submission of bids prescribed by PFCCL, shall be rejected.

2.8 Modification and Withdrawal of Bids

- (a) No modification in the bid shall be permitted after submission of bids.
- (b) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity. Withdrawal/modification of a bid during this interval shall result in the rejection of bid.

2.9 Tender Clarification prior to bid submission

Interested Bidder may send Queries on or before Last date for queries / seeking clarification. (as mentioned in the Invitation to Bid) at the email id (pfcconsulting@pfcindia.com).

Further,

- a. Any Clarifications / Corrigendum / Addendums etc. will be posted on PFCCL website viz. <https://pfcclindia.com/> and no individual communication will be sent. Posting on the website would be deemed as PFCCL having communicated to all prospective Bidders.
- b. The Clarifications / Corrigendum/ Addendums etc. thus communicated will form an integral part of the Tender Document and succeed the relevant clauses for future reference.
- c. Any irrelevant / ambiguous/ mischievous/ hampering public procurement etc. clarification as determined by PFCCL at its sole discretion will not be entertained and may not be clarified and/or deliberated upon. No representation in this regard in any manner and/or form shall be entertained, and such Bidder may be considered by PFCCL for debarment from bidding process for this/ all tenders and/or for limited and/or indefinite period.

2.10 Clarification of Bids

- a) During evaluation of the bids, PFCCL may at its discretion, ask the Bidder for clarification of its bid. The Bidder has to submit the clarification as desired by PFCCL within the specified time period. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- b) No Bidder shall contact PFCCL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the PFCCL, it should be done in writing.

- c) Any effort by a Bidder to influence PFCCL in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and PFCCL will declare the firm ineligible, for a stated period of time from participation in future RFPs/tenders of PFC.
- d) Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

2.11 Bid Security

As per Department of Expenditure, Ministry of Finance, Government of India Office Memorandum No. F/9/4/2020-PPD, dated 12th November 2020, regarding Bid Security/ Earnest Money Deposit, EMD is not required to be submitted along with the bid and Bidders shall undertake in Form 1(B)(i) not to withdraw the bid during its validity period and shall not withdraw the bid failing in which they will be suspended for 3 years period from participating in PFCCL tenders.

~~2.12 Forfeiture of Bid Security~~

~~The Bid Security shall be forfeited in accordance with Clause 2.11 above in any of the following circumstances by the Client without any notice or proof of damage to the Client:~~

- ~~(a) If the Consulting Agency withdraws or changes its Bid during the period of Bid validity specified in the Bid Proposal; or~~
- ~~(b) In case of misrepresentation or wrongful declaration/ presentation of qualifying data and other facts; or~~
- ~~(c) In the case of the successful Bidder, if the Bidder fails,
 - ~~i. To sign the Contract within 10 working days of the issuance of Letter of Award; or~~
 - ~~ii. To furnish the required Contract Performance Guarantee.~~~~
- ~~(d) in case of any default or breach of terms of the Bid Document.~~

2.13 Period of validity of Bid

- (a) Bid shall remain valid upto 120 days from the date of opening of technical bids. A bid valid for a shorter period will be considered by PFCCL as non-responsive.
- (b) In exceptional circumstances, PFCCL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder accepting the request will not be required or permitted to modify its bid.

2.14 Language of Bids

The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidders and PFCCL, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages (certified by the Bidder under his signatures). Failure to comply with this may disqualify a bid. For the purpose of interpretation of the bid, the English translation shall govern.

2.15 Understanding of RFP

A prospective Bidder is expected to examine all instructions, forms, terms, specifications and requirements in the RFP and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the RFP will be at the Bidder's risk and may result in the rejection of its bid.

2.16 No Deviations

- (a) Bids containing any deviations from provisions in the RFP will be considered as non-responsive and such bids shall not be considered for evaluation.
- (b) Bidders should submit a certificate as per the Performa given at Form-1(C) at the time of submission of bids confirming that the stipulation of all the clauses of RFP are acceptable to them and they have not taken any deviation. In the absence of such certificate, the bid is liable to be rejected and shall be returned unopened.
- (c) Bids not covering the entire Scope of Work may be treated as incomplete and hence will be rejected. Since the completeness of bid is key to the evaluation and selection, the Bidders have to ensure that the bid is prepared in line with RFP including instructions to Bidders. The bid quality will be a reflection of the Bidders' capabilities and interest in the assignment.

2.17 Period of Engagement

The engagement would be for a period of 36 months. The period of engagement can be further extended by 1 year each on two occasions on same terms and conditions.

2.18 Price Basis

The price offer for the assignment should be quoted on a lump sum basis as per **Form - P1** which should be chargeable on monthly basis. The monthly lumpsum price/fee quoted and shall be payable for three years, with the fee being the same amount for each of the three years. Offer of different monthly lumpsum price /fee shall constitute an invalid bid. No escalation for any reason whatsoever shall be allowed over and above the bid price nor shall any variation be allowed.

The total lump-sum price i.e. fee chargeable should be quoted including all the taxes (i.e. GST presently 18%) and out of pocket expenses on account of travel and accommodation within Delhi-NCR, communication, workshops, printing, stationary, etc. No expenses on any account would be paid by PFC relating to this transaction except the total lump-sum price quoted by Bidder and accepted by PFC. The travel fare and accommodation expenses related to travel outside Delhi-NCR shall be reimbursed by PFCCL in line with provisions provided in RFP.

Applicable taxes at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificates shall be issued by PFCCL.

2.19 Corrigendum

At any time before the last date of submission of bids, PFCCL may, for any reason, whether at its own initiative or in response to a clarification requested by Consulting Agency (Bidder), modify the RFP document. Any Clarifications / Corrigendum / Addendums/Amendment etc. will be posted on PFCCL website viz. <https://pfclindia.com/> and no individual

communication will be sent. Posting on the website would be deemed as PFCCL having communicated to all prospective Bidders. The Clarifications / Corrigendum/ Addendums etc. thus communicated will form an integral part of the TENDER and succeed the relevant clauses for future reference. Such Corrigendum / Addendums/Amendment will be binding on Bidders and they will give due consideration to the same, while they submit their Bids, and would invariably enclose documents/ information, as required, on account of the amendment, as a part of the bid. PFCCL may, at its discretion, extend the deadline for the submission of bids.

2.20 Integrity Pact

Bidder is required to sign the Integrity Pact with PFCCL as per format & terms and conditions enclosed with tender. The attached copy of the Integrity Pact at Form-1(I) shall be included in the Bid submitted by the Bidder. In case a Bidder does not sign the Integrity Pact, their bid shall be liable for rejection.

2.21 Cost and expenses of Bidding

The Bidder shall bear all costs and expenses of any nature associated with the preparation and submission of its bid including post bid discussions, presentations, etc, and PFCCL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.22 Settlement of Disputes:

- (a) The Courts/Tribunals at New Delhi alone shall have exclusive jurisdiction on any dispute relating to or arising in relation to the Bid.
- (b) This Bid and all matters connected with this Bid, shall be governed by the Laws of India (both substantive and procedural) for the time being in force.

2.23 Disclaimer

- (a) "This Request for Proposal (RFP) has been prepared by the PFC CONSULTING LIMITED (PFCCL) For **"Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL "**
- (b) Though adequate care has been taken while preparing the RFP documents, the Consulting Agency shall satisfy itself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Consulting Agency within seven (7) days from the date of issuance of Bid Documents, it shall be considered that the Bid Documents are complete in all respects and has been received by the Consulting Agency.
- (c) All information submitted in response to the RFP become the property of PFCCL and PFCCL does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.
- (d) Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the PFCCL in relation to, or matters arising out of, or concerning the Bidding Process. PFCCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. PFCCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the

statutory entity and/ or PFCCL or as may be required by law or in connection with any legal process.

- (e) In submitting a bid in response to the RFP, each Bidder certifies that it understands, accepts and agrees to the disclaimers herein. Nothing contained in any other provision of the RFP nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding any of the disclaimers set forth in the Bid Documents.”

SECTION-III BID INFORMATION

3.1	Name of the assignment	“Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL”	
3.2	Name of the Client	PFC CONSULTING Limited (A wholly owned subsidiary of PFC Ltd.)	
3.3	Bid security / earnest money deposit (EMD)	Nil	
3.4	Issue/Publication of RFP on MSTC	15 th December 2021	
3.5	Last date for queries / seeking clarification	21 st December 2021	
3.6	Last Date of availability of RFP on MSTC	4 th January 2022 up to 1500 hrs, (IST)	
3.7	Last date & time of receipt of bids (on MSTC)	4 th January 2022 days up to 1500 hrs, (IST)	
3.8	Evaluation Process	1) Technical Evaluation including presentation 2) Financial Evaluation based on Quality cum Cost Based System (QCBS) with weightage of 70:30 (70% for technical proposal and 30% for financial proposal) Note: Only short listed Bidder meeting qualifying requirement shall be called for presentation (part of technical evaluation) and technically qualified bids will be opened for Financial evaluation.	
3.9	Date & time of opening of technical bids on MSTC Portal	4 th January 2022, 1530 hrs (IST)	
3.1	Date & time of presentation	Will be intimated later	
3.1	Date & time of opening of financial bids	To be intimated later on to the eligible Bidders Note: The financial bids of the technically qualified Bidder will be opened at a pre-notified date, time and place. Prior intimation of the same will be given separately to the final short-listed Bidders.	
3.1	Place of submission of Bids	Completed bids to be uploaded on MSTC Portal	
3.1	Place of opening of bids	MSTC Portal	
3.1	Address for communication	Deputy General Manager PFC Consulting Ltd., 9th Floor, A-wing, Statesman House, Barakhamba Road, New Delhi-110001. Phone: 011-23443916 Email: pfcconsulting@pfcindia.com	
3.1	Bid validity period	Upto 120 days from the date of opening of Technical Bid	
3.1	Bid Forms (Section-VIII)	<ul style="list-style-type: none"> • Technical Bid – FORM-1 • Letter of Authority – FORM-1(A) • Bid Security Declaration – FORM-1(B)(i) • Checklist for Bank Guarantee verification by Bidder–FORM-1(B)(ii) • Proforma Of Bank Guarantee For Contract Performance – FORM-1(B)(iii) 	

		<ul style="list-style-type: none"> • Form for Extension of Bank Guarantee – FORM-1(B)(iv) • Bidder's Acceptance Of Conditions Of RFP - FORM-1(C) • Assignments executed by the Firm in the last five Years – FORM - T1(a) or Form-T1(b),as the case may be • Details of Project Director/Team Leaders/Team Members – FORM - T2 • Certificate for Average Annual Turnover – FORM – T3 • Certificate Of Relationship Of Bidder With The global consulting agency – Form-T4 • Acceptance of Anti-Fraud Policy - FORM-1(D) • Details of PAN & Service Tax Registration – FORM-1(E) • Declaration for No Conviction from Court of Law – FORM-1(F) • Declaration for No Conflict of Interest – FORM-1(G) • EFT Form – FORM-1(H) • Pre-Bid Integrity Pact- FORM-1(I) • Certificate of Chartered Accountant certifying the number of employees with the Bidder to be submitted.
3.1	Independent External Monitor	

SECTION-IV QUALIFYING REQUIREMENTS

PFCCL invites bids from Bidders which may be a Company, LLP, Partnership Firm or any other duly incorporated and registered entity other than individuals who fulfils the following qualifying requirements and provides satisfactory evidence in support of the same:

Qualifying Requirements for Bidder:

The Bidder must meet the following qualifying requirements:

- 4.1** The Bidder should be registered in India for the past seven years at the time of issue of this tender (Registration certificate/certificate of commencement of business to be submitted). No Joint Venture, Consortium of firms, sub-consulting, sub-contracting or offloading shall be considered.
- 4.2** The Bidder should have average annual turnover of at least Rs. 400 crore from consulting operations in India in last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21). Proof of Turnover certified by the Chartered Accountant to be submitted. (FORM - T3 of Section VIII Bidding Forms)
- 4.3** Bidder must have completed at least seven consulting projects in Power sectors in India /developing countries in the last five years (i.e. having completion date after March 31, 2016) in the following area of Power Sector- Power Sector planning, Policy Formulation, Business/Strategic Planning in Power Sector, Capex Planning, Revenue Improvement, Loss Reduction Strategy, Performance Improvement of Power Sector Utilities, Power Procurement Planning, Financial Restructuring Planning, Regulatory Reforms (other than tariff filing/ review assignments), Energy Efficiency Plan(PFCCL may require Bidder to submit satisfactory completion certificate issued by client or / Proof of Payment against final invoice to validate the same failing which PFCCL may reject the bid or cancel the appointment under the bid). Value of each project should not be less than Rs. 50,00,000/- (Rupees Fifty Lakhs only) excluding applicable GST/ VAT. (FORM - T1(a) or FORM- T1(b), as the case may be, of Section VIII Bidding Forms). No Joint Venture, Consortium of firms, sub-consulting, sub-contracting or offloading shall be considered for the purpose of qualifying requirements. The work undertaken by any consortium/sub-consulting of the Bidder shall not be considered as work experience. For the purpose of this clause, the projects denominated in currency other than INR shall be converted to INR using RBI Reference Foreign Exchange Rate as on the date of award of project to Bidder.
- 4.4** The team proposed by the Bidder for the assignment should comprise of at least 10 (Ten) identified members with one Project Director, three Team Leaders and six Team Members having in-depth knowledge of power sector with experience as following:
 - a) Project Director: Bidder has to identify one Project Director having minimum 15 years of experience. (FORM – T2 of Section VIII Bidding Forms)
 - b) Team Leaders: Bidder has to identify three team leaders having minimum 10 years of experience. (FORM – T2 of Section VIII Bidding Forms)
 - c) Team Members: Bidder has to identify six team members having minimum 5 years of experience. (FORM – T2 of Section VIII Bidding Forms)

d) The above team must be located in Delhi NCR.

4.5 The Bidder should be registered for Goods and Services Tax. (FORM- 1(E))

4.6 Bidder must not be blacklisted or debarred by any Government Department/Regulatory body/PSU/ PSU Banks/Autonomous Bodies/Statutory Bodies/REC/PFC/Ministry of Power (GOI) in India at the time of submission of bid. Further, Bidder also undertakes and declares that neither there is any order, decree, judgement of any domestic/ foreign court, tribunal or Government Authority in any litigation, arbitration, action, suit, investigation, claim, complaint, or other proceedings against the Firm or Agency nor the Firm or its personals are engaged in any Corrupt Practices or Fraudulent Practices or Collusive Practices in connection with the Firm or Agency's business and operations. (FORM-1(D))

SECTION-V SCOPE OF WORK

5.1 Scope of Work, Periodicity and coverage

The Consultant will provide comprehensive end-to-end support to PFCCL for various assignments and for Organizational Development of PFCCL.

I. Consultancy Assignments/ GoI initiatives etc.

The services would be required in the areas of Electricity Generation, Transmission, Distribution, Renewable Energy, Coal involving the following elements:

- A. Policy design and research support
- B. Regulatory aspects
- C. Electricity sector reforms
- D. Strategy support for business expansion
- E. Human Resources management
- F. Program management support
- G. Bid process management support
- H. Contract management and Commercial due diligence
- I. Financial analysis
- J. Valuation support
- K. MIS/ Data Management
- L. Technical support in the areas of RDSS Scheme, Smart Metering etc.
- M. Any other area as may be required by PFCCL.
- N. The Consultant to be engaged will undertake studies, carryout analysis/ due diligence, review documents/reports etc. as may be required by PFCCL on various aspects of power sector like Technical, Commercial, Financial, Legal & Regulatory, Contract Management, Valuation etc. in the areas of Strategy formulation, business planning, drafting of rules/ procedures/ regulations/ manuals etc., Human resource management, MIS/ Data Management etc.
- O. Collection and Analysis of Data/ information from PFCCL/ PFCCL's Clients/ MoP/ CEA etc. as may be required for successful completion of the assignments.
- P. Preparation of reports, documents, petitions, financial models etc. as may be required by PFCCL according to the interim and final findings based on due diligence, financial analysis, regulatory review, contract management of various contracts/ PPA signed etc./any other information as may be provided by PFCCL/ its clients or the database of the Consultant. These activities shall be carried out in due consultation with PFCCL.
- Q. Any other task assigned by PFCCL

II. Organizational Development of PFCCL

The services of the Consultant would be required for various activities related to Organizational Development of PFCCL. The activities would inter-alia include the following:

- A. Strategy Formulation
- B. Business Planning
- C. Drafting of Rules/ Procedures/ Regulations/ Manuals etc.
- D. Human Resource Management
- E. Any other work as may be desired

III. Support to Ministry of Power (MoP)/ PFC in various activities

The Consultant would submit the hard & soft copies of the reports, financial models etc. prepared for the assignments.

The contents of interim and final reports to the PFCCL shall be confidential information and shall not be disclosed, without specific approval.

5.2 Deliverables & Timelines

The output that will be required from the consultant is as under:

- i. Deployment of team as per the requirement of PFCCL as mentioned in Section IV.
- ii. The deliverables as may be required by PFCCL will be the reports, documents, petitions, financial models etc. according to the interim and final findings based on due diligence, financial analysis, legal, regulatory review, contract management of various contracts/ PPA signed etc. based on information as may be provided by PFCCL/ its clients or the database of the Consultant. These activities shall be carried out in due consultation with PFCCL. Compilation and reply of comments received on draft Report.
- iii. Making presentation and participation in stakeholders meetings/ review meetings as directed by PFCCL.
- iv. The Consultant would submit the hard & soft copies of the reports, financial models etc. prepared for the assignments.
- v. Any other Report/ Analysis as desired by PFCCL/ PFC/ MoP.

There may be any other deliverables, which are not specifically mentioned above but may be required for completing the task. The Consultant shall have to provide such deliverables, as identified by PFCCL for the successful completion of the tasks as per above scope of work to its satisfaction

5.3 Time- The Essence of Contract.

Assignments are to be completed in a time bound manner (as intimated by PFCCL from time to time for completion of each Scope of Work) including any extension or reduction of time by PFCCL.

SECTION-VI BID EVALUATION METHODOLOGY

6.1 Evaluation of bids.

- a. The format of Bid is at Form 1 –Technical Bid. The financial bid is to be submitted as per the format on MSTC portal.
- b. The Consulting Agency is required to submit bids in ONLINE mode through MSTC Portal.
- c. Only those Bidders, who satisfy all the Qualifying Requirements and qualify in technical evaluation, would be considered for opening of financial bids.
- d. A Consulting Agency will be selected under the **Quality cum Cost Based System** method (QCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and procedures described in this Proposal.
- e. The following evaluation criteria shall be used for technical evaluation.

6.1.1 Past Experience of the Consulting Agency - Total Marks (35 Marks)

Sl.	Description	Parameter Marks	Maximum Marks
1.1	Number of Assignments* undertaken by the Bidder	1.5 mark for each Assignment*	15
1.2	No. of Appointments** as “Retainer” in power sector with public sector utilities/Departments/ PSUs/Ministries	3 mark for each such Appointment**	12
1.3	Number of consultancy projects for CPSUs under Ministry of Power (including their subsidiaries)	2 mark for each consultancy project	8

**Assignment would be considered for scoring if it is in any of the following areas in power sector – Power Sector planning, Policy Formulation, Business/Strategic Planning in Power Sector, Capex Planning, Revenue Improvement, Loss Reduction Strategy, Performance Improvement of Power Sector Utilities, Power Procurement Planning, Financial Restructuring Planning, Regulatory Reforms (other than tariff filing/ review assignments), Energy Efficiency Plan (PFCCL may require bidder to submit Satisfactory/ Completion certificate issued by client or Proof of Payment against final invoice to validate the same, failing which PFCCL may reject the bid or cancel the appointment under the bid). Value of each project should not be less than Rs. 50,00,000/- (Rupees Fifty Lakhs only), excluding applicable GST/ VAT.*

***Appointment of Bidder as Retainer with different clients (excluding re-appointment or extension of tenure/term with same client) after March 31, 2016.*

Note: The assignments covered in 6.1.1(1.2) to 6.1.1(1.3) should not overlap with each other while evaluating under these criteria. However, these assignments may be part of assignments considered under 6.1.1(1.1).

The value of each project i.e. Rs. 50,00,000/- (Rupees Fifty Lakhs), excluding applicable GST/ VAT shall not be applicable on the assignments/projects /appointments covered in 6.1.1 (1.2 & 1.3).

f. For meeting the above criteria (Sl. No. 1.1 to 1.4), Bidder's shall submit following details (FORM - T1(a) or FORM- T1(b), as the case may be, of Section VIII Bidding Forms):

- Submit details of completed/ ongoing assignment after March 31, 2016 or ongoing assignments, unless specifically specified otherwise against any criteria;
- Submit suitable documentary evidence regarding award of project;

Note: The details of On-going as well as Completed Assignments in Form T1(a) or Form T1(b) should be provided. Ongoing Assignments shall be considered for evaluation under parameters specified under 6.1.1 (1.1 to 1.3) only if at least 50% of contract value has been paid by client. The same is to be certified by the Chartered Accountant.

6.1.2 Presentation on Methodology, Work Plan and Understanding of assignment (By proposed Project Director and Team Leader)– Total Marks (25 Marks)

Sl. No	Description	Max marks
2.1	Understanding of Power Sector including Brief of various assignments undertaken in diverse segment of Power sector during last five years & impact on the industry	10
2.2	“Initiatives in Power Sector” and “Way forward for Power Sector” (Focus should be on Generation, Distribution and Transmission activities) Focus on Emerging Technologies in the area of Distribution including RDSS, Smart Metering (AMI)	10
2.3	Detailed approach and methodology to be adopted for delivering the scope	5

Note: It is clarified that, since only those Bidders satisfying minimum qualifying requirement shall be called for a presentation during Technical Evaluation, the presentation is not required to be uploaded on MSTC portal and same has to be submitted as and when qualified bidders are called for presentation.

6.1.3 Experience of Project Team- Total Marks (40 Marks)

Sl. No.	Project team	Experience	Parameter Marks	Max. Marks
3.1	Project Director (1 Nos)	Minimum Qualifications: <ul style="list-style-type: none"> • Education: BE/B.Tech and MBA/ PGDBM/ Master's Degree • 15+ years of experience in relevant consultancy projects 		10
		Years of relevant experience: 15 Years or More	3	
		Number of Assignments* in Project Director/ leadership position (1 Mark for each Assignment)	5	

Sl. No.	Project team	Experience	Parameter Marks	Max. Marks
		Experience in supporting state power distribution utilities in India	2	
3.2	Team Leaders (3 Nos)	Minimum Qualifications: Education: BE/B.Tech and MBA/ PGDBM/ Master's Degree with 10+ years of experience in relevant consultancy projects		4 X (3 Nos.) = 12
		Years of relevant experience: 10 Years or More	2	
		Number of Assignments* (1 Mark for each Assignment*)	2	
3.3	Team Members (6 Nos)	Minimum Qualifications: Education: BE/B Tech and MBA/ PGDBM/ Master's Degree with 5 years of relevant experience		6 X (3 Nos.) = 18
		Years of relevant experience: 5 Years or More	1	
		Number of Assignments* (1 Marks for each Assignment*)	2	

**Assignment would be considered for scoring if it is in any of the following areas in power sector – Power Sector planning, Policy Formulation, Business/Strategic Planning in Power Sector, Capex Planning, Revenue Improvement, Loss Reduction Strategy, Performance Improvement of Power Sector Utilities, Power Procurement Planning, Financial Restructuring Planning, Regulatory Reforms (other than tariff filing/ review assignments), Energy Efficiency Plan and completed after March 31, 2016. Value of each project should not be less than Rs. 50,00,000/- (Rupees Fifty Lakhs only), excluding applicable GST/ VAT.*

All the Bidders satisfying minimum qualifying requirement shall be called for a presentation

The Consulting Agency must score at least 70% in the detailed technical evaluation stage to be shortlisted.

The shortlisted Consulting Agencies would be eligible for opening of financial bids.

6.2 Evaluation and Selection of Consulting Agencies as per Quality Cum Cost Based System (QCBS)

The Consulting Agency will be selected under the **Quality cum Cost Based System (QCBS)** with weightages of 70:30 (70% for technical proposal and 30% for financial proposal).

The procedure for selection of consulting agency is as given below:

- a) Proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks (Technical Score = Marks Allotted/Highest Technical Marks Allotted * 100).
- b) The financial bid with the lowest cost shall be given a financial score of 100 and other proposals will be given financial scores that are inversely proportional to their quoted prices. (Financial Score = Lowest Bid Price*100/Quoted Bid Price)
- c) The total combined score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. (Total Combined Score = Technical Score x 0.70+ Financial Score x 0.30)
- d) On the basis of combined weighted score for quality and cost as obtained above, the consulting agencies shall be ranked in terms of their total combined score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H1 followed by the proposals securing lesser marks as H2, H3, etc. The firm securing the highest combined score (H1) will be considered for award of the contract.
- e) In case there are more than one consulting agencies with equal highest combined score, then the agency with the higher technical standalone score shall qualify for the award of contract.

(Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation / selection criteria.)

6.3 PFCCL's Right to Accept Any Bid and to Reject Any or All Bids

PFCCL reserves the right to accept or reject any bid, and to annul the entire or part of bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for PFCCL's action.

6.4 Notification of Award

- a) Prior to the expiration of period of bid validity and extended validity period, if any, PFCCL will notify the successful Bidder in writing by registered letter or fax or e-mail, that its bid has been accepted. The notification of award will constitute the formation of the Contract.
- b) Upon the successful Bidder's furnishing of performance guarantee pursuant to relevant clauses, PFCCL will promptly notify each unsuccessful Bidder and will discharge their Bid security as per the Bid Documents. If the performance guarantee is not received, then the bid would be declared infructuous and PFCCL shall have the right to take any action as may be considered appropriate.

SECTION-VII GENERAL CONDITIONS OF CONTRACT

- I. The successful Bidder (“Consulting Agency”) shall make available the services of the identified personnel as may be required for successful execution of the assignment and/ or as may be required by PFCCL on specified dates, venues and time in order to meet the requirements of PFCCL-
- II. All claims shall be raised by the Consulting Agency as per the Terms of Payment given under clause XX of this section after becoming due and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.
- III. In case the performance of the proposed Project Director/ Team Leader/Team members is not satisfactory, the Consulting Agency will be asked to change/replace the Project Director/ Team Leader/ Team members with a member acceptable to PFCCL.
- IV. PFCCL at its sole discretion can cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and/or his/her performance is not satisfactory or any information given at the time of submission of the bid is found to be incorrect and the Contract Performance Guarantee shall be invoked in case of such termination.
- V. Given the nature of the work being entrusted, the Consulting Agency shall not disclose the contents/ essence of any reference/ documents to any third person without the express written approval of PFCCL, failing which the engagement of the firm may be terminated.
- VI. If due to any reason or decision of PFCCL, the assignment is dropped and the Consulting Agency is directed to discontinue the work, the “Drop Dead Fee” shall be payable which would be limited to the payments received by the Consulting Agency and the claims already raised, as per the payment terms relating to the assignment, till the point of calling off the assignment or as mutually agreed. The final decision regarding maximum payable amount in this regard shall be with PFCCL
- VII. **Conflict of Interest:** A Bidder shall not have a conflict of interest that may affect the selection process or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL’s business in future.

A declaration to this effect would be taken from the organization when being engaged, and if found incorrect, the organization would be debarred from any further engagement by PFCCL.
- VIII. The Consulting Agency shall keep PFCCL, its directors, employees, officers, representatives and advisors, (**Indemnified Parties**), both during and after the term

of this Contract, fully and effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by Indemnified Parties, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Consulting Agency, or the Consulting Agency's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance

- IX. PFCCL reserves the right to accept or reject any or all Bids or annul the bid Process or modify/ change the content of the bid document without assigning any reason
- X. PFCCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense incurred till award of contract.
- XI. **Requirement of Team**

a. Composition of team including qualification shall be as under:

Designation	Minimum Relevant Experience	Qualification
Project Director (1 Nos)	15 Years	BE/B.Tech; MBA/ PGDBM
Team Leaders (3 Nos)	10 Years	BE/B.Tech; MBA/ PGDBM Master's Degree
Team Members (6 Nos)	5 years	BE/B.Tech; MBA/ PGDBM / Master's Degree

b. Generally team should be available on all working days for the purpose of execution of tasks under the bid document. However, Project Director, Team Leaders and Team Members shall be required to be in PFCCL's office for minimum number of days as under:

Designation	Responsibilities	Deployment
Project Director (1 Nos)	<ul style="list-style-type: none"> Overall supervision of team and its performance, Monitoring of assignments/deliverable Active engagement with Management of PFCCL Availability for meetings with various stakeholders under the scope of work Accompany the senior management of PFCCL at various forum for discussions/ presentation/meeting as and 	As and when required

	when required by PFCCL under the scope of work in bid document	
Team Leaders (3 Nos)	<ul style="list-style-type: none"> Monitoring assignments and ensuring delivery of assigned tasks in timebound manner Actively participate in meetings and discussions with PFCCL's officials As and when required, accompany the officials of PFCCL at various forum for meetings & presentations 	As and when required
Team Members (6 Nos)	<ul style="list-style-type: none"> Working on various assignments and ensuring delivery of assigned tasks in timebound manner Actively participate in meetings and discussions with PFCCL's officials As and when required, accompany the officials of PFCCL at various forum for meeting & presentation 	Two Team Members for entire duration of Contract. Remaining Four Team Members as and when required.

In case of lockdown/ restrictions imposed by Govt., team members would be required to Work from Home.

Generally, the personnel of the Consultant, as required by PFCCL, should be available on all working days for the purpose of execution of tasks under the bid document. No extra payment will be made if the deployment exceeds the estimated days.

- c. PFCCL shall review the performance of deployed team leaders/members by the consultant on a regular basis and may ask for the replacement of team leader/any team member who is found to be non-performing as per requirement of assignment. Such member shall be replaced within 7 days of intimation from PFCCL
- d. Leaves/Holidays of full-time team members shall be governed as per rules of PFCCL (only CL, RH, GH and weekly holidays applicable). However, in case of urgent/priority works, such resources shall attend PFCCL office/ remain available remotely for the same on holidays
- e. If any team member resigns from the services of the Consultant, such resource shall be replaced with another equally qualified team member after furnishing relevant document as per provisions of the tender document and personal interaction of the said person with the management of PFCCL.

XII. Travel Expenses

All related travel expenses incurred by the Consulting Agency's personnel for travel within Delhi-NCR to offices of the Utilities or PFCCL's Office or anywhere under Scope of the work shall be borne by the Consulting Agency only and PFCCL shall not be liable for the same or take any responsibility whatsoever on this account.

All outstation travels (i.e. travel outside Delhi-NCR), towards carrying out visits to States/utilities or anywhere at **the specific request of PFCCL**, shall be reimbursed by PFCCL. All such travel would be only after prior approval of PFCCL. Expenses related to fare and accommodation only for such travel will be reimbursed by PFCCL based on the following guidelines.

- For travel by Project Director, expense reimbursement would be as per PFCCL's policy as eligible for GM Level.
- For travel by Team Leader, expense reimbursement would be as per PFCCL's policy as eligible for DGM Level.
- For travel by Team Members, expense reimbursement would be as per PFCCL's policy as eligible for Manager Level.

XIII. Termination

PFCCL may at any time terminate/ cancel the contract, if the Bidder is unable to provide the services as per the scope of work by providing not less than thirty (30) days' written notice of termination. In such cases, if any amount is due to the Bidder until the date of termination, if payable, shall be paid to him only after due recoveries as per the provisions of the tender document. The selected Bidder will give at least three months' notice prior to discontinuing the service. In case of termination/cancellation of contract by PFCCL or discontinuation of service by Bidder, PFCCL will have right to invoke Contract Performance Guarantee.

XIV. Signing of Contract

- a. In the event of award, the selected Bidder ("Consulting Agency") will be required to enter in to a Contract with PFCCL within 15 (Fifteen) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by PFCCL.
- b. Contract will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the Consulting Agency from Delhi State.
- c. The Contract will be signed in two originals and the Consulting Agency shall be provided with one signed original Contract
- d. The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.

- e. Till the time a 'Contract Agreement' is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.

XV. Contract Performance Guarantee (CPG)

- a. As a Contract Performance Security, the successful Consulting Agency, to whom the work is awarded, shall furnish a Contract Performance Guarantee which shall be in the form of a Bank Guarantee from any Scheduled Banks as per RBI or Public Sector Bank. Bank Guarantee from any Scheduled Bank in favour of the Client shall be in the prescribed Proforma enclosed at **FORM-1(B)(iii)** of Section VIII Bidding Forms, within 15 days of signing the Contract. The guarantee amount shall be equal to three percent (3%) of the total Lump-sum price for three years as quoted (which is including all expenses, taxes, duties and levies, if any *but excluding goods and service tax, education cess and secondary & higher education cess*) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The validity period of the guarantee should be up to 90 (ninety) days after the completion of the assignment. The Contract Performance Guarantee is intended to secure the performance of the entire Contract. The Contract Performance Guarantee shall be renewed/ extended by the successful Consulting Agency before [15 (fifteen) days] of its expiry, failing which the Client shall have the right to invoke the Contract Performance Guarantee without any notice to the successful Consulting Agency.
- b. The Contract Performance Guarantee will be returned to the Consulting Agency on successful completion of the assignment without any interest within 30 days of final payment made by the PFCCL.
- c. Failure of the successful Bidder to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and Bidder shall be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification in terms of bid security declaration.

XVI. Intellectual Property

The Bidder for this assignment shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder for this assignment shall be solely liable for any such infringement, claim, demand, loss etc. and shall keep PFCCL and its personnel indemnified against all costs, expenses and liabilities. Data obtained from PFCCL or power utilities during the currency of the assignment shall be used for the sole of usage of PFCCL or as permitted by PFCCL.

XVII. Settlement of Disputes

The parties shall put in their best efforts to settle amicably all disputes arising out of or in connection with the Contract or the interpretation thereof. If any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which Parties are unable to settle mutually within 30 (Thirty) days after these have arisen, then the same shall be referred to arbitration as provided as hereunder:

- a. A Party wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 30 days notice to the other party.
- b. The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c. It is agreed that arbitration shall be done by a sole arbitrator to be appointed by mutual consent of the parties. Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 and any amendment, statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.
- d. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from his proceedings, it shall be lawful for parties to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor has left if both parties consent for the same; otherwise, he shall proceed de novo.
- e. It is a term of the Contract that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- f. The arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties
- g. The parties to the arbitration shall bear the fees and expenses equally.
- h. The venue of the arbitration will be at New Delhi only.
- i. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or amendment or re-enactment thereof shall apply to the arbitration proceeding under this clause.

XVIII. Jurisdiction and applicable law

- a. The Courts/Tribunals at New Delhi alone shall have exclusive jurisdiction on any dispute relating to or arising out of this contract.
- b. This RFP/Contract shall be governed by the laws of India.

XIX. Penalty and Foreclosure

- a. **Mid-course review:** The manpower deployed by the agency shall be reviewed by PFCCL from time to time. In case the qualification and experience of the manpower deviates from the requirement / structure stipulated under scope of work, a penalty

would be levied on pro-rata basis for the days of such deviation (to be calculated based on the quarterly invoice value divided by total number of man-days required to be available/present during the quarter).

- b. **Foreclosure:** In case the performance of the consultant is not found to be satisfactory, then the contract may be terminated. Further, PFCCL has a right to terminate the contract at any time without assigning any reason whatsoever. PFCCL may terminate the contract by providing not less than thirty (30) days' written notice of termination.

XX. Terms of Payment.

PFCCL will utilize the services of the Consultant based on its assignment based requirements.

The Consultant shall be paid a proportionate fees (on pro rata basis) based on the lump sum monthly fees quoted by Consultant for various categories of manpower deployed from time to time (as per Form P1) and duration for which services of manpower are availed by PFCCL, on receipt of bill for payment as per the Contract. No payment shall be made for the period where no work/ activity is undertaken.

The selected firm shall submit the bills in duplicate to PFCCL addressed to CEO, PFCCL, indicating the stage achieved.

In addition to the lump sum monthly price, the Consultant would be reimbursed for the tours undertaken in connection with the Assignment as per the clause XII above.

The invoice shall be in the name of 'PFC Consulting Limited' indicating the address of PFCCL and GSTIN of PFCCL, i.e. 07AAECP6182F1ZC in the proper field.

XXI. Taxes and Duties

- a. Goods and Services Tax (GST) as applicable, subject to Clause XX shall be paid by PFCCL as and when due against invoice/ satisfactory documentary evidence.
- b. PFCCL shall be entitled to deduct applicable taxes (if any) at source as per Applicable Laws from all payments due to the Consulting Agency under the Contract.
- c. As regards the Indian Income Tax, surcharges on such Income Tax and any other Corporate tax, PFCCL shall neither be liable nor shall bear any tax liability, whatsoever, irrespective of the mode of contracting. The Consulting Agency shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of the Consulting Agency is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.

SECTION- VIII BIDDING FORMS

FORM-I

TECHNICAL BID

Ref No.....

Date.....

To
Deputy General Manager
PFC Consulting Ltd.
9th Floor, A-wing,
Statesman House, Barakhamba Road,
Connaught Place, New Delhi-110001

Sub.: Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL

Dear Sir,

1. We hereby propose to provide consultancy services for **“Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL”** as outlined in your bidding document.
2. We have understood the instructions and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required.
3. We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the Bid Documents.
4. We confirm that the work will be executed strictly in accordance with the requirement.
5. Our proposal shall remain valid for acceptance for a period of 120 days from the date of opening of the ‘Technical Bid’ by PFCCL.
6. We confirm that the prices quoted by us in the ‘Price Bid’ are firm and shall not be subject to any variation for the entire period of the contract.
7. We hereby furnish our **‘Technical Bid’** comprising the following as per prescribed formats in **Section VIII- Bidding Forms**.

Letter of Authority	FORM-1(A)
Bid Security Declaration	FORM - 1(B)(i)-(iv)
Bidder's Acceptance Of Conditions Of RFP	FORM-1(C)
Details of Consultancy Assignments executed by the Firm in the last Five (<i>i.e. having completion date after March 31, 2016</i>).	FORM - T1(a) or Form-T1(b), as the case may be
Details of Project Director/Team Leader/Team Members	Form – T2
Certificate of Average Annual Turnover	Form – T3

Certificate of Relationship of Bidder With The global consulting agency	Form – T4
Acceptance of Anti-Fraud Policy	FORM-1(D)
Details of PAN and Service Tax Registration	FORM-1(E)
Declaration of " No Conviction from Court of Law "	FORM-1(F)
Declaration of " No Conflict of Interest "	FORM-1(G)
Electronic Fund Transfer (EFT) Details	FORM-1(H)
Pre-Contract Integrity Pact	FORM-1(I)
Any other documents	

8. Shri _____ shall act as "**Project Director**" and also act as single point of contact for all interactions with PFCCL/MoP throughout the period of assignment.
9. We further confirm that any deviations from the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to PFCCL, failing which the Bidder shall be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification in terms of bid security declaration.
10. We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any wilful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification.

Yours truly,

Date:

Signature.....
(Authorised signatory)

Place:

Full Name.....
Designation.....
Seal.....

FORM-1(A)**LETTER OF AUTHORITY**

M/s PFC Consulting Ltd.
9th Floor, A-wing,
Statesman House, Barakhamba Road,
Connaught Place, New Delhi-110001

Dear Sir,

Ref.: RFP No. _____

In continuation with your above captioned invitation to Bid, Shri / Ms. _____
(S/o _____ & R/o _____) will act as our authorized representative/signatory. We hereby
confirm that any offer/commitments made by them including prices, technical specifications and
delivery schedules shall be binding on us as if the same has been made by us.

This authority shall remain valid and will not be revoked without your consent.

Any commitment made by the authorized representative before revocation of the authority shall
be binding on us.

Yours Faithfully,

For and on behalf of _____

Name _____

Designation _____

Common Seal _____

Name of Consulting Agency _____

NOTE: The letter of authority should be submitted by the Company Secretary/Director of the Bidder
along with a certified copy of Approval by Competent Authority of the company for the authorized
signatory.

BID SECURITY DECLARATION

Date:

To
Deputy General Manager
PFC Consulting Ltd.
"9th Floor, A-wing,
Statesman House, Barakhamba Road,
Connaught Place, New Delhi-110001

We, the undersigned, declare that:

We are aware that we have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration.

We accept that we may be disqualified from bidding for any contract with PFCCL for a period of three years from the date of notification if we are in a breach of any obligation under the bid conditions, because We

a) have withdrawn/modified/amended, impairs, or derogates from the tender, our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders; or

c) have misrepresented or wrongfully declared/presented qualifying data or other facts

We understand this Bid Security Declaration shall cease to be valid if we are not the successful Bidder, upon the earlier of (i) the receipt of notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of our Bid.

Date:

Place:

Signature.....

(Authorised signatory)

Full Name.....

Designation.....

Seal.....

FORM-1(B)(ii)

CHECKLIST FOR BANK GUARANTEE VERIFICATION BY BIDDER

SL. NO.	LIST	YES	NO
I.	Does the bank guarantee compare verbatim with prescribed PFCCL proforma		
II.a)	Is the amount and validity of BG in line with the Tender / Letter of Award (LoA) conditions		
b)	Is non-judicial paper purchased in the name of issuing bank		
III.a)	Is the BG on non-judicial stamp paper of appropriate value as per Stamp Act		
b)	Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper issued not more than six months prior to the date of execution of BG		
IV.a)	Are the factual details correct - In case of contract Performance Guarantee – Letter of Award No & Date, value, items etc		
b)	Whether overwriting / cutting if any in the BG authenticated under signature and seal of executants		
V.a)	Has the executing officer of BG indicated his name, designation and Power of Attorney No./Signing Power number etc. on BG		
b)	Is each page of BG duly signed/initiated by the executants, and last page signed with full particulars as required in PFCCL's prescribed proforma of BG and under the seal of the Bank		
c)	Does the last page of the BG carry the signatures of two witnesses alongside the signatures of the executing Bank Manager		

(Signature of Bidder)

FORM-1(B)(iii)

PROFORMA OF 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)

Bank Guarantee No.....

Date

To

M/s PFC Consulting Ltd.

9th Floor, A-wing,

Statesman House, Barakhamba Road,

Connaught Place, New Delhi-110001

Dear Sir,

In consideration of the PFC Consulting Ltd., (hereinafter referred to as the '**PFCCL**' or '**Client**' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) having awarded to M/s with its Registered/Head Office at (hereinafter referred to as the '**Consulting Agency**' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors and permitted assigns) a Contract by issue of Client's Letter of Award No. dated..... and the same having been unequivocally accepted by the Consulting Agency resulting in a 'Contract' valued at for (Scope of work/contract) and the Consulting Agency having agreed to provide a contract performance guarantee of the faithful performance of the entire contract equivalent to three percent (3%) of the said value of the contract to the Client.

We, (Name & Address of Bank) having our 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 Client, on demand any and all monies payable by the Consulting Agency to the extent of as aforesaid at any time up to..... (*) without any demur, delay, reservation contest, recourse, or protest and/or without any reference to the Consulting Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference, dispute or objection between the Client and Consulting Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority and the Bank's liability under this present being absolute and unequivocal. The Bank shall not require the Client to justify the invocation of this contract performance guarantee, nor shall the Bank have any recourse against the procurer(s) in respect of any payment made hereunder.

The guarantee shall be irrevocable and shall remain valid upto(@) If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from the Consulting Agency.

The Client 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 Contract by the Consulting Agency. The Client 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 Consulting Agency, 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 Client and the Consulting Agency or any other course of remedy or security available to the Client. The Bank shall not be released of its obligations under these presents by any exercise by the Client 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 Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

This contract performance guarantee shall be valid and binding on the Bank and shall in no event be terminable by notice or any change in the constitution of the Bank or by any other reasons whatsoever and the Bank's liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between the parties. This contract performance guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Bank.

The Bank's obligations are absolute, irrevocable and unconditional irrespective of the genuineness, validity, legality, regularity or enforceability of any document, or of any claims, set-off, defenses or other rights that may have at any time and from time to time against the Bank, whether in connection with this contract performance guarantee, any such document or otherwise, or any substitution, release or exchange of any other guarantee of, or security or support for, any of the guaranteed obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this clause that the Bank's obligations hereunder shall be absolute and unconditional under any and all circumstances. The Bank also agrees that the Client 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 Consulting Agency and notwithstanding any security or other guarantee that the Client may have in relation to the Consulting Agency's liabilities.

The Client shall have a right to invoke this contract performance guarantee, either in part or in full, as it may deem fit.

This contract performance guarantee shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction. The Bank represents that this contract performance guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Bank in the manner provided herein.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs..... and it shall remain in force up to and including (*) And shall be extended from time to time for such as may be desired by M/s on whose behalf this guarantee has been given.

Dated this Day of 20at

Witness

Signature

Signature

Name

Name

Official Address

Designation

Bank's Common seal

Signature

Attorney as per power of a attorney

Name

No

Official Address

Date

Note:

- (*)The validity date should be up to 90 (ninety) days after completion of the Assignment.
- The Bank Guarantee shall be from a bank as per provisions of Bid Documents.
- Stamp papers of appropriate value shall be purchased in the name of the Bank issuing the Guarantee.
- While getting the Bank guarantee issued, Consulting Agencies are required to ensure compliance to the points mentioned in the Bank guarantee Verification Check list in the Bid Documents. Consulting Agencies are required fill up this check list and enclose the same alongwith the Bank Guarantee.

FORM-1(B)(iv)

FORM FOR EXTENSION OF BANK GUARANTEE

(On Non- Judicial Stamp paper of same value on which original BG was executed)

Bank Guarantee No.....

Date

To

M/s PFC Consulting Ltd

9th Floor, A-wing,

Statesman House, Barakhamba Road,

Connaught Place, New Delhi-110001

Dear Sir/s,

Subject: Extension of Bank Guarantee No. dated for..... (Indicate value of bank guarantee) Favoring yourselves expiring on on account of M/s (Name of Consulting Agency)..... In respect of Contract for (Insert Package name) (Hereinafter called original Bank Guarantee)

At the request of M/s we..... Bank branch office at and having its Head Office at do hereby extend our liability under the above mentioned Guarantee no. dated..... For a further period of year/months from to expire on

Except as provided above, all other terms and conditions of original Bank Guarantee no. Dated shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be deemed to have been attached.

Signature

Name

Designation

Authorized vide Power of attorney

No.....

Dated

SEAL OF BANK

FORM-1(C)

BIDDER'S ACCEPTANCE OF CONDITIONS OF RFP

Consulting Agency's Name & Address

To,
PFC Consulting Ltd.
9th Floor, A-wing,
Statesman House, Barakhamba Road,
Connaught Place, New Delhi-110001

Sub.: **Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL**

- 1 With reference to your RFP No. ----- dated ----- for "**Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL**", we hereby confirm that we have read the provisions of all clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of RFP are acceptable to us and we have not taken any deviation to any clause.
- 2 We acknowledge that Bids containing any deviations from provisions in the RFP will be considered as non-responsive and such bids shall not be considered for evaluation.

Date:

Place:

Signature.....

Full Name.....

Designation.....

Stamp.....

FORM – T1(a)

Details of consultancy assignments executed by firm/company or appointment as Retainer with various clients in the last five (5) years having completion date after March 31, 2016

A. Details of Assignment

Client Name & Address	Contract No. / Work order No. & Date	Contract value (Rs.)	Scope of work (in brief)	Date of Completion		Remarks
				As per contract	Actual date of completion	

B. Details of appointment as Retainer

Client Name & Address	Letter of Award/Contract No. & Date	Scope of Work	Contract Value	Period of Engagement		Remarks
				Start date	End date	

I, the undersigned, certify that to the best of my knowledge and belief the above information is true. I understand that any wilful misstatement described therein may lead to disqualification of the firm.

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Seal.....

NOTE:

1. *This form is to be filled by the bidders providing details about Ongoing/Completed assignments signed by Authorised Signatory along with documentary evidence/proof of work order(s), satisfactory completion certificate(s) from client or any other documentary proof.*
2. Documentary evidence/proof of above information must be enclosed in the form of copy(s) of work order(s), satisfactory completion certificate(s) from client(s) or any other documentary proof in support of the above mentioned information.
3. The Bidder may use additional sheets of similar size and format, if required.
4. Assignment would be considered for scoring if it is in any of the following areas in power sector – Power Sector planning, Policy Formulation, Business/Strategic Planning in Power Sector, Capex Planning, Revenue Improvement, Loss Reduction Strategy, Performance Improvement of Power Sector Utilities, Power Procurement Planning, Financial Restructuring Planning, Regulatory Reforms (other than tariff filing/ review assignments), Energy Efficiency Plan during last five years(i.e. having completion date after March 31, 2016). PFCCL may require bidder to submit Satisfactory Completion certificate issued by client or Proof of Payment against final invoice to validate the same, failing which PFCCL may reject the bid or cancel the appointment under the bid. Value of each project should not be less than Rs. 50,00,000/- (Rupees Fifty Lakhs only), excluding applicable GST/ VAT.

FORM – T1(b)

Details of consultancy assignments executed by firm/company or appointment as Retainer with various clients in the last five(5) having completion date after March 31, 2016

A. Details of Assignment

Client Description, Location	Contract / Work order award Date	Contract value (Rs.)	Scope of work (in brief)	Date of Completion		Remarks
				As per contract	Actual date of completion	

B. Details of appointment as Retainer

Client Name & Address	Letter of Award/Contract No. & Date	Scope of Work	Contract Value	Period of Engagement		Remarks
				Start date	End date	

I/We, the undersigned, certify that, to the best of my/our knowledge and belief, the information given above with respect to the experience of the firm/Company is correct. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/we am/are aware that we may be held liable for it and PFCCL has right to reject the offer/take action as per relevant clauses of the RFP without assigning any reason, whatsoever.

Date:

Signature.....

Managing Director/CEO

Place:

Full Name.....

Designation.....

Seal.....

Certified that the above details are correct to the best of our knowledge and information provided to us.

For Name of Independent Practicing Chartered Accountant

Date:
Place:

Signature.....
(Partner)
Full Name.....
Designation.....
Seal.....

Note

1. *This form is to be filled by bidders providing details about Ongoing/Completed assignments signed by MD/CEO duly certified by independent practising Chartered Accountant, if the bidder doesn't have documentary evidence/proof of work order(s), satisfactory completion certificate(s) from client.*
2. The Bidder may use additional sheets of similar size and format, if required.
3. Assignment would be considered for scoring if it is in any of the following areas in power sector – Power Sector planning, Policy Formulation, Business/Strategic Planning in Power Sector, Capex Planning, Revenue Improvement, Loss Reduction Strategy, Performance Improvement of Power Sector Utilities, Power Procurement Planning, Financial Restructuring Planning, Regulatory Reforms (other than tariff filing/ review assignments), Energy Efficiency Plan during last five years(i.e. having completion date after March 31, 2016). PFCCL may require bidder to submit Satisfactory Completion certificate issued by client or Proof of Payment against final invoice to validate the same, failing which PFCCL may reject the bid or cancel the appointment under the bid. Value of each project should not be less than Rs. 50,00,000/- (Rupees Fifty Lakhs only), excluding applicable GST/ VAT.

FORM – T2

Details of the Project Director/ Team Leaders/ Team Members with relevant experience in similar consultancy assignments executed by him/her in the last five (5) years having completion dated after March 31, 2016

Sl. No.	Name	Qualification	Designation	Professional Experience				Relevant Experience In similar assignment executed by him/her in the last five (5) years(#)
				Name of Company	From Date	To Date	Brief work profile	

(#) Details of Client and assignment.

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes the qualifications, experience and other information of key personnel to be associated with the study. I understand that any willful misstatement described therein may lead to disqualification of the firm.

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Seal.....

NOTE:

- (1) Bidder need to enclose C.V. of each identified team members mentioned above
- (2) The Bidder may use additional sheets of similar size and format, if required

(3) Assignment would be considered for scoring if it is in any of the following areas in power sector – Power Sector planning, Policy Formulation, Business/Strategic Planning in Power Sector, Capex Planning, Revenue Improvement, Loss Reduction Strategy, Performance Improvement of Power Sector Utilities, Power Procurement Planning, Financial Restructuring Planning, Regulatory Reforms (other than tariff filing/ review assignments), Energy Efficiency Plan during last five years(i.e. having completion date after March 31, 2016). Value of each project should not be less than Rs. 50,00,000/- (Rupees Fifty Lakhs only), excluding applicable GST/ VAT.

FORM – T3

Certificate for Average Annual Turnover

I/We, the authorised signatory of the firm, confirm that our Average Annual Turnover from the consultancy business in India in last three financial years (for which audited annual accounts are available) (i.e. FY ____) is more than Rs. 400 Crore (Indian Rupees Four Hundred Crores only).

Details of annual turnover from the consultancy business in India for last three financial years are mentioned below;

Sl.No.	Financial Year	Amount (In Rs. Crores)
1.	2018-19	
2.	2019-20	
3.	2020-21	
4.	Average Annual Turnover for past three financial years	

I, the undersigned, certify to the best of my knowledge and belief that the above information is true and correct. I understand that any wilful misstatement described therein may lead to disqualification of the firm.

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Seal.....

NOTE: To be supported by certificate from Chartered Accountants certifying the annual turnover from the consultancy business in India for last three years for which audited annual accounts are available. Further annual accounts for the same financial years also need to be submitted along with the above mentioned certificate.

FORM – T4

CERTIFICATE OF RELATIONSHIP OF BIDDER WITH THE GLOBAL CONSULTING AGENCY

We M/s *<Name of Chartered Accountant>*, the Chartered Accountant of *<Bidder>* certify that *<Name of Bidder>* is a wholly owned entity/Affiliate of *<Name of global consulting agency>* as on date.

For Name of Chartered Accountant

Date:
Place:

Signature.....
(Partner)
Full Name.....
Designation.....
Seal.....

Form – P1

SCHEDULE OF PRICE BID

Sub: Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL

I _____(Name) on behalf of _____(Name of the Consultancy Organization) herewith submit the Financial Proposal for 'Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL'.

Sl. No.	Activity	Month Fee (in Rs.)	No. of Members	Lump Sum Monthly Price in INR (in Words also)
Col 1	Col 2	Col 3	Col 4	Col 5 (Col 3 x Col 4)
1.	Consultancy Fee for Project Director (A)		1	
2.	Consultancy Fee for Team Leaders (B)		3	
3.	Consultancy Fee for Team Members (C)		6	
4.	Total Consultancy Fee (A+B+C)		10	
5.	GST @18%			
6.	Total Lump Sum Monthly Consultancy Fee			
7.	Total Consultancy Fee for 36 Months			

Note:

The price offer for the assignment should be quoted on a lump sum basis which should be chargeable on monthly basis. The monthly lumpsum price/fee quoted shall be payable for three years, with the fee being the same amount for each of the three years. Offer of different monthly lumpsum price /fee shall constitute an invalid bid. No escalation for any reason whatsoever shall be allowed over and above the bid price nor shall any variation be allowed.

The total lump-sum price i.e. fee chargeable should be quoted including all the taxes (i.e. GST presently 18%) and out of pocket expenses on account of travel and accommodation, communication, workshops, printing, stationary, etc. No expenses on any account would be paid by PFC relating to this transaction except the total lump-sum price quoted by Bidder and accepted by PFC. The travel fare and accommodation expenses related to travel outside Delhi-NCR shall be reimbursed by PFCCL in line with provisions provided in RFP.

Applicable taxes at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificates shall be issued by PFCCL.

The Consultant shall be paid a proportionate fees (on pro rata basis) based on the lump sum monthly fees quoted by Consultant for various categories of manpower deployed from time to time (as per Form P1) and duration for which services of manpower are availed by PFCCL, on receipt of bill for payment as per the Contract. No payment shall be made for the period where no work/ activity is undertaken.

FORM-1(D)

Acceptance of 'Anti Fraud Policy'

To
Deputy General Manager
PFC Consulting Ltd
9th Floor, A-wing,
Statesman House, Barakhamba Road,
Connaught Place, New Delhi-110001

Sub.: "Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL".

Dear Sir,

We have read the contents of the **Fraud Prevention Policy of PFC** (available at PFC website www.pfcindia.com) and undertake that we along with our associate / collaborator / subcontractors / sub-vendors / Consulting Agencies / service providers shall strictly abide by the provisions of the **Fraud Prevention policy of PFC**.

We further confirm that we have not been blacklisted or debarred by any Government Department/ Regulatory body/ PSU/ PSU Banks/ Autonomous Bodies/ Statutory Bodies/ REC/ PFC/ Ministry of Power (GOI) in India at the time of submission of bid.

We also undertake and declare that neither there is any order, decree, judgement of any domestic/ foreign court, tribunal or Government Authority in any litigation, arbitration, action, suit, investigation, claim, complaint, or other proceedings against the Firm or Agency nor the Firm or its personals are engaged in any Corrupt Practices or Fraudulent Practices or Collusive Practices in connection with the Firm or Agency's business and operations.

Yours faithfully,

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Seal.....

FORM-1(E)

Details of PAN and Goods and Services Tax Registration

To
Deputy General Manager
PFC Consulting Ltd.
9th Floor, A-wing,
Statesman House, Barakhamba Road,
Connaught Place, New Delhi-110001

Dear Sir,

The details of our registration in line with the various authorities are as under:

(a) PAN number

Our PAN number is as under

Permanent Account Number	
---------------------------------	--

Note: Copy of card indicating PAN number duly attested by the Bidder under his seal and signature to be submitted.

(b) Goods and Services Tax Registration number:

Our **Goods and Services Tax Registration** number is

Goods and Services Tax Registration number	
---	--

Note: Copy of Goods and Services Tax Registration with up-to-date amendment to be enclosed.

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Seal.....

FORM-1(F)

DECLARATION OF NO CONVICTION FROM COURT OF LAW

It is certified that there has been no conviction or indictment / adverse order by a Court of Law by a regulatory or statutory authority for a grave offence against us or any of our subsidiaries. It is further certified that there is no investigation pending against us or any of our subsidiaries or against the CEO/ Directors of our concern or any of our subsidiaries.”

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Seal.....

FORM-1(G)

DECLARATION OF NO CONFLICT OF INTEREST

It is certified that no Conflict Of Interest exists as on date in relation to the proposed transaction. We will not have any professional or commercial relationship with any third party that will adversely affect PFCCL's interest in relation to this transaction.

Date:

Place:

Signature.....

(Authorised signatory)

Full Name.....

Designation.....

Seal.....

FORM-1(H)

Details for EFT

Bidders Name and Address:

**To
Deputy General Manager
PFC Consulting Ltd
9th Floor, A-wing,
Statesman House, Barakhamba Road,
Connaught Place, New Delhi-110001**

Dear Sir,

We, hereby authorise PFCCL to make all our payments through Electronic Fund Transfer (EFT) System. The details for facilitating the payments are given below.

1.1.1 (TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY

[illegible]

2. ADDRESS

[illegible]

3. TELEPHONE NO. (WITH STD CODE)

[illegible]

4. BANK PARTICULARS

- **BANK NAME**

[illegible]

- **BANK TELEPHONE NO. (WITH STD CODE)**

[illegible]

- **BRANCH ADDRESS**

[illegible]**PINCODE**

- **BANK FAX NO (WITH STD CODE)**

[illegible]

- **BRANCHCODE**

[illegible]

- **9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)**

[illegible]

- **11 DIGIT IFSC CODE OF THE BANK BRANCH**

--	--	--	--	--	--	--	--	--

- **BANK ACCOUNT NUMBER**

[illegible]

- **BANK ACCOUNT TYPE (TICK ONE)**

SAVING	CURRENT	LOAN	CASHCREDIT	OTHERS
--------	---------	------	------------	--------

- IF OTHERS, SPECIFY

5. PERMANENT ACCOUNT NUMBER (PAN)

[illegible]

6. E-MAIL Address for Intimation regarding release of payments

[illegible]

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reasons of incomplete or incorrect information, I/We would not hold the Company responsible.

SIGNATURE

DATE

--	--	--	--	--	--

(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no..... with
our branch and the Bank particulars mentioned above are correct.

SIGNATURE

DATE

--	--	--	--	--	--

(AUTHORISED SIGNATORY)

Authorisation no.:

Name:

OFFICIAL STAMP

FORM-1(I)

PRE-CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on day of the month of and year of , between on one hand, the Chairman & Managing Director acting through Shri , Designation of the executive, Unit of PFC Consulting Limited (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Shri , Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the Bidder/Seller is willing to offer/has offered the stores and

Whereas the Bidder is a private company /public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry/ Department of the Government of India/PSU performing its functions on behalf of its Chairman & Managing Director.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Buyer to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the Buyer

1.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee of the BUYER.

4. Previous Transgression

4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 As per govt orders, EMD is not required to be submitted alongwith the bid and Bidders shall undertake in Form as given in the RFP not to withdraw the bid during its validity period and shall not withdraw the bid failing in which they will be suspended for 3 years period for participating in PFCCL tenders.

5.2 In the case of successful Bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- I. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- II. The Earnest Money deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- III. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- IV. To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- V. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- VI. To cancel all or any other Contracts with the Bidder. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- VII. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- VIII. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- IX. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.
- X. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the independent monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that the similar products/ systems or sub-systems was supplied by the Bidder to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

8. Independent Monitors

8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name & Addresses of Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors(s) with confidentiality.

8.7 The BUYER will provide to the Monitor Sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary In the department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of investigation

IN case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive, to come to an agreement to their original intentions.

13 The parties hereby sign this integrity Pact at on

BUYER
Name of the officer
Designation
PFC Consulting Ltd.

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1.
2.

Witness

1.
2.

*Provisions of these clauses would need to be amended /deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

ANNEXURE - I**CONTRACT FOR CONSULTING AGENCY**

This CONTRACT is made on _____ day of the month of _____ 2022 at _____, between, on the one hand _____ (hereinafter called the "PFCCL", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, assigns and nominees) and, _____ (hereinafter called the "Consulting Agency", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, permitted assigns and nominees) on the other hand.

WHEREAS

PFCCL is desirous of hiring a Consulting Agency to undertake "**Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL**" as per the scope more specifically mentioned and described in RFP and the LOA No. _____ dated _____ and RFP along with all other Appendices / Attachments including all modifications thereto and whereas the Consulting Agency has agreed to carry out the Services as specified 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, Appendices, schedules and exhibits shall have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means this Contract together with RFP, LoA (which shall form part and parcel of this contract and are hereinafter annexed as annexure ____), and all other Appendices/ Attachments hereto including all modifications made in accordance with the provisions of Clause-2.5 hereof between PFCCL and Consulting Agency;
- (c) "Confidential Information" means any material, proprietary, non public information acquired, developed, disclosed or exchanged among the Parties pursuant to this Contract.
- (d) "Effective Date" means the date on which this Contract is executed.
- (e) "Personnel/Task team members" means persons hired by the Consulting Agency as employees and assigned to the performance of the Services or any part thereof'.
- (f) "Party" means PFCCL or Consulting Agency, as the case may be;
- (g) "Parties" means PFCCL and Consulting Agency jointly
- (h) "Services" means work to be performed by the Consulting Agency, more particularly

described in Scope of work of the RFP and LoA pursuant to this Contract.

(i) "Third Party" means any person or entity other than PFCCL or Consulting Agency.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of employer and employee or of agent and principal as between PFCCL and the Consulting Agency. The Consulting Agency, subject to this Contract, has 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

The terms and conditions of this Contract, its meaning thereof and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

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

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

For PFCCL:

Attention: _____

Facsimile: _____

For Consulting Agency:

Attention: _____

Facsimile: _____

(b) Notice will be deemed to be effective as follows

(i) In the case of personal delivery or registered mail, on delivery;

(ii) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

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

1.7 Authority of Consulting Agency

The Consulting Agency hereby authorizes _____ to act on their behalf in exercising the entire Consulting Agency's rights and obligations towards PFC under this

Contract, including without limitation the receiving of instructions and payments from PFCCL.

1.8 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 PFCCL by _____;

(b) On behalf of the Consulting Agency by _____.

1.9 Taxes and Duties

(a) Goods and Services Tax (GST) as applicable, subject to the conditions of the RFP shall be paid by PFCCL as and when due against satisfactory documentary evidence/invoice, as applicable.

(b) PFCCL shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Consulting Agency under the Contract.

(c) As regards the Indian Income Tax, surcharges on such Income Tax and any other Corporate tax, PFCCL shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Consulting Agency shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Consulting Agency is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 a) Effectiveness of Contract

This Contract will become effective from the date of execution.

b) Priority

In case of any conflict between the terms of the Contract, RFP and LOA, the terms of Contract shall prevail.

2.2 Commencement of Services

The Consulting Agency shall begin carrying out the Services from the date on which the Contract becomes effective as per clause 2.1 a) above or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause - 2.8 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments have been made.

2.4 Entire Contract

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.

2.5 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.

2.6 Force Majeure

2.6.1 Force majeure is herein defined as any cause which is beyond the control of the Consulting Agency or PFCCL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which affect the performance of the Contract, such as:

- (a) Act of God including natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- (b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, and embargoes.

2.6.2 The Consulting Agency or PFCCL shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Consulting Agency's performance of obligation has been delayed due to other causes.

2.6.3 Measures to be taken

- (a) Upon the occurrence of an Force Majeure and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 3 (three) months, PFC shall have the option of cancelling this Contract in whole or part at its discretion without any liability at its part.
- (b) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7 Suspension

PFCCL may, by written notice of suspension to the Consulting Agency, suspend all payments to the Consulting Agency hereunder if the Consulting Agency fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consulting Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consulting Agency of such notice of suspension.

2.8 Termination**2.8.1 By PFCCL**

PFCCL may by not less than thirty (30) days' written notice of termination to the Consulting Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the Consulting Agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause- 2.7 here-in-above, within thirty (30)days of receipt of such notice of suspension or within such further period as PFCCL may have subsequently approved in writing;
- (b) If the Consulting Agency becomes insolvent or bankrupt or admitted into corporate insolvency resolution process or liquidation or winding up or enter into an agreements with their creditors for relief of debt or take advantage of any law for the benefit or of debtors or go into liquidation receivership whether compulsory or voluntary;
- (c) If the Consulting Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Consulting Agency submits to PFCCL a statement which has a material effect on the rights, obligations or interests of PFCCL and which the Consulting Agency know to be false;
- (e) If, as the result of Force Majeure, the Consulting Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) If there is unsatisfactory performance by the Consulting Agency, PFCCL in its sole discretion may terminate the contract.

In case of termination/cancelation of contract by PFCCL or discontinuation of service by Bidder, PFC will have right to invoke Contract Performance Guarantee.

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause - 2.8.1 hereof or upon expiration of this Contract pursuant to Clause - 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,

- (b) The obligation of confidentiality set forth in Clause-3.2 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to Clause-2.8.1 hereof, the Consulting Agency shall, immediately upon dispatch or receipt of such notice, take all-necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

3.0 OBLIGATIONS OF Consulting Agency

3.1 General

3.1.1 Law Governing Services

The Consulting Agency shall perform the Services in accordance with the Applicable Law and shall take all steps to ensure that the Personnel and agents of the Consulting Agency comply with the Applicable Law.

3.1.2 Conflict of Interest

- (a) The Consulting Agency shall hold the PFCCL's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.
- (b) Consulting Agency should indicate his conflict of interest that may arise in the future contracts based on the recommendations/ advice emanating from the present contract. PFCCL also reserves the right to declare any conflict of interest during the execution of the contract and also to terminate the contract with/ without any compensation.

3.2 Confidentiality

The Consulting Agency and the Personnel or either of them shall ensure at all times to maintain the confidentiality of all the information pertaining to the Assignment or PFCCL and shall not disclose any proprietary or confidential information relating to the Project and the Services of this Contract or PFCCL's business or operations without the prior written consent of PFCCL.

Note: Non-Disclosure Agreement (NDA) is to be executed only between selected bidder and PFCCL. Therefore it is not required to be uploaded on MSTC portal while submitting the bid.

3.3 Liability of Consulting Agency

The Consulting Agency shall be liable to PFCCL for the performance of the Services in accordance with the provisions of this Contract and for loss suffered by PFCCL as a result of a default of the Consulting Agency in such performance, subject to the following limitations:

- (a) The Bidder is expected to carry out its/his assignment with due diligence and in accordance with the prevailing standards of the profession. As the Bidder's liability to the PFCCL will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that: (a) there must be no such limitation in case of the Bidder's gross negligence or

wilful misconduct; (b) the Bidder's liability to the PFCCL may, in no case, be limited to less than a multiplier of the total value of the contract to be indicated in the RfP and special conditions of contract (the amount of such limitation will depend on each specific case); and (c) any such limitation may deal only with the PFCCL's liability toward the PFCCL and not with the consultant's liability toward third parties.

- (b) The decision of PFCCL in regard to the liability of the Consulting Agency shall be final and binding to the Consulting Agency.

3.4 Indemnification of PFCCL by Consulting Agency

Consulting Agency shall keep PFCCL, its directors, employees, officers, representatives and advisors, (**Indemnified Parties**), both during and after the term of this Contract, fully and effectively indemnified against losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Implementing Agency, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consulting Agency, 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.

3.5 Reporting Obligations

- (a) Consulting Agency shall submit to PFCCL the reports and documents specified in technical specification of the RFP hereto, in the form, in the numbers and within the time periods set forth in the RFP, including any supporting data required by PFCCL.

- (b) Documents prepared Consulting Agency to be the property of PFCCL.

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

4.0 Consulting Agency's PERSONNEL / TASK TEAM MEMBERS

4.1 General

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

5.0 OBLIGATIONS OF PFCCL

5.1 Payment

In consideration of the Services performed by the Consulting Agency under this Contract PFCCL shall make to the Consulting Agency such payments and in such manner as is provided by Clause-6.0 of this Contract.

6.0 PAYMENTS TO CONSULTING AGENCY

- PFCCL will utilize the services of the Consultant based on its assignment based requirements.
- The Consultant shall be paid a proportionate fees (on pro rata basis) based on the lump sum monthly fees quoted by Consultant for various categories of manpower deployed from time to time (as per Form P1) and duration for which services of manpower are availed by PFCCL, on receipt of bill for payment as per the Contract. No payment shall be made for the period where no work/ activity is undertaken.
- The selected firm shall submit the bills in duplicate to PFCCL addressed to CEO, PFCCL, indicating the stage achieved.
- In addition to the lump sum monthly price, the Consultant would be reimbursed for the tours undertaken in connection with the Assignment as per Clause XII of Section VII (General Conditions of Contract).
- The invoice shall be in the name of 'PFC Consulting Limited' indicating the address of PFCCL and GSTIN of PFCCL, i.e. 07AAECP6182F1ZC in the proper field.
- The invoices should be submitted in a timely manner to PFCCL in duplicate. All payment would be claimed by the Consulting Agency from PFCCL as per the payment schedule above.
- PFCCL shall cause the payment of the Consulting Agency as per above given in schedule of payment within thirty (30) days after the receipt by PFCCL of bills with supporting documents. But if the progress is not satisfactory and according to agreed work program/schedule, the payment may be withheld.

7.0 FAIRNESS AND GOOD FAITH

7.1 Good Faith:

The Parties undertake to act in good faith in 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.

8.0 SETTLEMENT OF DISPUTES

The parties shall put in their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. If any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of this Contract or breach thereof which Parties are unable to settle mutually within 30 (Thirty) days after these have arisen, then the same shall be referred to arbitration as provided as hereunder:

- a. A Party wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 30 days notice to the other party
- b. The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

- c. It is agreed that arbitration shall be done by a Sole Arbitrator to be appointed by mutual consent of the parties in accordance with the Arbitration and Conciliation Act, 1996 and any amendments thereto. .
- d. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from his proceedings, it shall be lawful for parties to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor has left if both parties consent for the same; otherwise, he shall proceed de novo
- e. It is a term of the Contract that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- f. The arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties
- g. The parties to the arbitration agree to bear the fees and expenses equally.
- h. The venue of the arbitration shall be at New Delhi
- i. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or amendment or re-enactment thereof shall apply to the arbitration proceeding under this clause.

9.0 JURISDICTION AND APPLICABLE LAW

- a. The Courts/Tribunals at New Delhi alone shall have exclusive jurisdiction on any dispute relating to or arising out of this contract.
- b. This Contract shall be governed by the laws of India.

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 [PFCCL]

By _____

Authorized Representative

FOR AND ON BEHALF OF [Consulting Agency]

By _____

Authorized Representative

Witness:

1.

2.

Place:

Date: