

**Request for Proposal (RFP)**  
**Under Limited Tender**  
**For Appointment of Consultant for Preparation of**  
**“PFCCL’s Corporate Plan - 2015-2025”**  
Specification No: PFCCL/CP/2015-2025



By



**PFC Consulting Limited**

(A wholly owned subsidiary of Power Finance Corporation Limited  
- A Govt. of India Undertaking)

First Floor, “Urjanidhi”, 1, Barakhamba Lane, Connaught Place,  
New Delhi – 110001

Website: [www.pfcclindia.com](http://www.pfcclindia.com)

[This document is meant for the exclusive purpose of bidding against this RFP and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued]

Ref: PFCCL/BD/14/CP/Cons

Date:.....

To

**Sub: Invitation to Bid for Preparation of “PFCCL’s Corporate Plan - 2015-2025” for PFC Consulting Limited (Specification No: PFCCL/CP/2015-2025)**

Last Date and Time for receipt of Bids	Upto 15:30 hours on 04.09.2014
Last date for queries/seeking clarification	27.08.2014
Date and Time of opening of Technical Bids	At 16:00 hours on 04.09.2014
Date and time of opening of Financial Bids	To be notified later to the eligible bidder.
Place of opening of Bids	Conference Hall Ground Floor, PFC Consulting Limited "Urjanidhi", 1, Barakhamba Lane Connaught Place New Delhi – 110 001, India

Dear Sir,

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited -A Govt. of India Undertaking (PFCCL), intends to engage a Consultant for **Preparation of “PFCCL’s Corporate Plan -2015-2025”** (Specification No: PFCCL/CP/2015-2025).

- 1.0 The Terms of Reference for the Consultant along with other terms & conditions, are detailed in the enclosed Bid Documents, comprising the following:
  - i) Section-I Instructions to Bidders (ITB)
  - ii) Section-II Conditions of Contract (CoC)
  - iii) Section-III Terms of Reference(ToR)
  - iv) Section-IV Bid Proposal Schedules(BPS)
  
- 2.0 The bids are invited for aforesaid works under “Single Stage Double Envelope” bidding system.
  
- 3.0 Bidders’ special attention is drawn to clause 6.8 of Section-I, Instructions to Bidders, as per which no deviations, whatsoever, are permitted by PFCCL to any of the provisions in the Bid Documents.
  
- 4.0 Bidders’ specific attention is also invited to clause 6.5 of Section-I, Instructions to Bidders vide which it has been stated that the bids shall comply with all the requirements in the Bid Documents. Additional conditions found elsewhere in the bids submitted by the Bidders shall not be given effect to.

5.0 You are requested to submit your offer as per requisite formats provided in the Bid Documents referred to at 1.0 above, in original only, in two separate sealed envelopes comprising :

- i) **Envelope-1:** Bid Security for Rs.2,00,000/- (as per clause 5.0 of ITB ,Section I), Authorization Letter (as per Annexure-I of Bid Proposal Schedule, Section-IV) to sign the bid and Certificate regarding Acceptance of All Terms & Conditions in Form 1-A, Technical Bid (As per Form-I along with the required document(s) of Bid Proposal Schedule, Section-IV).
- ii) **Envelope-2:** Financial Bid (As per Form 1-B of Bid Proposal Schedule, Section-IV).

Both these sealed envelopes shall be kept inside another envelope duly sealed.

The sealed envelope superscribing Bid for Preparation of “PFCCL’s Corporate Plan-2015-2025” (Specification No: PFCCL/CP/2015-2025), and indicating the name and address of the Consultant, may be submitted by post or delivered in person to the undersigned at the following address so as to reach by the date and the time specified above.

**PFC CONSULTING LIMITED**

**(A wholly owned subsidiary of Power Finance Corporation Limited)**

**First Floor, “Urjanidhi”, 1, Barakhamba Lane,**

**Connaught Place, New Delhi-110001, India**

Attn: Sh. Sanjay Rai, Vice President

Email: sanjay\_rai@pfcindia.com

Tel. No.: +91-11-23456153

Fax No.: +91-11-23456170

6.0 Any offer/proposal received by PFCCL after the deadline for submission of bids prescribed above and/or not accompanied by Bid Security and/or Authorisation Letter to sign the bid and/or Technical Bid will be rejected and the Financial Bid will be returned unopened to the bidder. PFCCL shall not be responsible for any delay or non-receipt of offer sent by post or through courier etc. and reserves the right to reject any or all offers without assigning any reasons thereof.

Kindly acknowledge receipt of Bid Documents.

Thanking you,

Yours faithfully

**(Sanjay Rai)**  
**Vice President**

# INSTRUCTIONS TO BIDDERS (ITB)

## Preparation of “PFCCL’s Corporate Plan - 2015-2025”

Specification No: PFCCL/CP/2015-2025

### Section I



*(This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, Reproduced or otherwise used for purpose other than for which it is specifically issued)*

**PFC Consulting Limited**  
**(A wholly owned subsidiary of Power Finance Corporation Limited )**  
First Floor, “Urjanidhi”, 1, Barakhamba Lane, Connaught Place,  
New Delhi – 110001

## **INSTRUCTION TO BIDDERS**

**1.0** PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited - A Govt. of India Undertaking referred to hereinafter as “The Client” or “PFCCL” or “PFC Consulting Limited” intends to engage a Consultant for Preparation of “PFCCL’s Corporate Plan - 2015-2025” (Specification No: PFCCL/CP/2015-2025), in line with the Terms of Reference as detailed in Section III of Bid Documents.

### **2.0 General Information**

Prospective Consultants are invited to submit their “Technical Bid” for the package (as per FORM-1 of Bid Proposal Schedule Section-IV) & Financial Bid (as per Form 1-B of Bid Proposal Schedule Section-IV). Methodology for submission of proposal has been detailed hereunder.

### **3.0 Bid Document**

The Bid Document consist of

- (i) Instructions to Bidders (ITB) : Section-I
- (ii) Conditions of Contract (CoC) : Section-II
- (iii) Terms of Reference (ToR) : Section-III
- (iv) Bid Proposal Schedule (BPS) : Section-IV

### **3.1 Transfer of Bid Documents**

Transfer of Bid Documents by one prospective Consultant to another is not permissible.

### **3.2 Clarification to Bid Documents**

A prospective Consultant requiring any clarification of the Bidding Document shall contact the Client in writing at the Client’s address. The request for clarification must reach the client within Five (05) days of issue of RFP. The client shall forward a copy of its response to all the Consultants who have been issued the Bid Documents. Should the Client deem it necessary to amend the Bid Documents as a result of a clarification, it shall do so and intimate the Consultants who have been issued the RFP directly by the Client.

### **3.3 Amendment of Bid Documents by Client**

- (a) At any time prior to the deadline for submission of the Bids, the Client may amend the Bid Documents by issuing Addenda.
- (b) Any Addendum issued shall be part of the Bid Documents and shall be communicated in writing to all the Consultants who have been issued the RFP Documents directly by the Client.
- (c) To give prospective Consultants reasonable time in which to take an Addendum into account in preparing their Bids, the Client may, at its discretion, extend the deadline for submission of the Bids.

#### **4.0 Validity of Offer**

- (a) The proposals shall remain valid for a period of 120 days after the date of opening of Technical Bid. A bid valid for a shorter period will be considered by the Client as non-responsive.
- (b) In exceptional circumstances, the Client may solicit the Consultant's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Consultant may refuse the request without forfeiting his Bid Security. However, the Consultant accepting the request for extension of the period of validity will not be permitted to modify its bid.

#### **5.0 Bid Security**

The Consultant shall furnish, as a part of its Bid, a Bid Security for an amount of **Rs. 2,00,000/- (Rupees Two Lakh Only) in Envelope 1.**

N.B:

- a) The Bid Security shall be in the form of a Demand Draft in the name of **"PFC Consulting Limited"** payable at **New Delhi** or a Bank Guarantee from any Nationalized Bank.
- b) The format of Bank Guarantee towards Bid Security shall be in accordance with the Form of Bid Security included in the Bid Documents.
- c) The Bid Security shall remain valid for a period of forty five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.
- d) Any Bid not accompanied by an acceptable Bid Security in accordance with aforesaid provision shall be rejected by the Client as being non-responsive and returned to the Consultant without being opened.

#### **5.1 Forfeiture of Bid Security**

The Bid Security shall be forfeited in any of the following circumstances by the Client without any notice or proof of damage to the Client:

- a) If the Consultant withdraws or varies its Bid during the period of Bid validity specified by the Consultant in the Bid Proposal.
- b) In the case of the successful Consultant, if the Consultant fails to furnish the required Contract Performance Guarantee within the time limit specified in the Bid Documents.
- c) If there is any change in prices or substance of the Bid Documents after accepting the correction asked for by the Client pursuant to clause 7.4 of Section-I, ITB.
- d) Contacting the Client, pursuant to clause 7.5 of Section-I, ITB.

#### **5.2 Release of Bid Security**

- a) The Bid Security of all the unsuccessful Consultants shall be returned as promptly as possible, but not later than 1 (one) month after expiration of bid validity.

- b) The Bid Security of the successful Consultant to whom the Contract is awarded will be returned after receipt of a Contract Performance Guarantee (CPG) acceptable to the client.

## **6.0 Preparation of Bid Proposals**

- a) Proposals shall be complete in all respects and shall be submitted with requisite information and Annexure(s). It shall be free from any ambiguity, cuttings or overwritings. Any such correction must be authenticated by the person(s) who has/ve signed the proposal.
- b) Authorized representative(s) of the Consultant shall sign all pages of the proposal. Authorized representative must enclose Authorization Letter as per format attached at Annexure-I of Bid Proposal Schedule (BPS), Section-IV.
- c) For preparation of Proposals, Consultants are expected to examine the Bid Documents in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.
- d) The Consultant shall prepare only an original bid clearly marking as “Original Bid”.

The original bid shall be typed or written in indelible ink and shall be signed by the Consultant or a person or persons duly authorized to bind the Consultant to the contract. The authorization shall be through Power of Attorney (as per format prescribed in Annexure-I of Section-IV, Bid Proposal Schedules) accompanying the bid, and submitted with the bid. All pages of the bid, except for un-amended printed literature, shall be signed by the person or persons signing the bid.

### **6.1 Cost of Bidding**

The Consultant shall bear all costs associated with the preparation and submission of its Bid, negotiation, discussion etc. including visits to any office or location situated in India or Abroad and the Client shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **6.2 Language of Bid**

The Bid as well as all correspondence and documents relating to the Bid exchanged by the Consultant and the Client shall be written in English.

Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such English translation shall govern.

### **6.3 Authorized Representative**

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Client or the Consultant may be taken or executed by the officials duly authorized for the purpose. Authorized representative must be as per the name given in the Authorization Letter (as per **Annexure–I** of Section-IV, Bid Proposal Schedules).

#### 6.4 PAN Registration Certificate and Service Tax No.

The Consultant should have an Income Tax Permanent Account Number and Service Tax Number. A copy of PAN along with the Registration Certificate & Service Tax Number of the Company should be submitted with the Bid Security.

#### 6.5 Documents Comprising the Bid

The Bid shall comprise the following:

- a) Bid Security;
- b) Technical Bid;
- c) Financial Bid;
- d) Any other details/documents required as per the Bid Documents.

#### 6.6 Technical Bid

The Consultants are required to submit the document(s)/details as per Clause 6.9 a) A) in the formats enclosed and should be provided in the separate sealed Envelope 1.

#### 6.7 Financial Bid

(a) For preparation of the **Financial Bid**, Consultants shall take into account all the requirements and conditions of the Bid Documents. The Financial Bid shall be made in Form-1B of Bid Proposal Schedules, Section-IV. Form-1B should be provided the separate sealed Envelope 2.

(b) The Consultant shall quote in the bid all inclusive total lump-sum price in Indian Rupees only (including all expenses, taxes, duties and levies, if any, *but excluding service tax, education cess and secondary & higher education cess, which will be reimbursed separately*) for the entire scope of work covered under the RFP Bid Documents, as required, on a FIRM price basis (with no escalation provision for whatever reason), valid till the complete execution of the contract.

#### 6.8 Deviations/Exclusions

Consultants should agree to all the terms and conditions of the Bid Documents. No deviation will be allowed in any of the terms and condition of Bid Documents. The Client will have the right to terminate the contract if at any stage of the contract it is found that the Consultant has not complied with any of the terms and conditions of the Bid Documents.

#### 6.9 Submission of Bid Proposal

(a) Consultants are requested to submit bid/offer/proposal in one envelope comprising two separate envelopes with contents as follows:

##### A. Envelope–1 ... marked as 'TECHNICAL BID containing:

- (a) Bid Security
- (b) Technical Proposal consisting of items listed below:
  - Technical Proposal, Form 1 of Section-IV, Bid Proposal Schedules.



- Details of Project Team Leader with relevant experience in number of similar assignments executed by him/her during last four (4) years as per Format T-1 of Section-IV, Bid Proposal Schedules
  - Details of the Team/Resources proposed to be associated for performing the assignment as per requirement detailed at Serial No.2 of Para7 of Section III, Terms of Reference (Format T-2 of Section-IV, Bid Proposal Schedule)
  - Details of Team Structure & Composition of the team proposed to be deployed as per Format T-3 of Section-IV, Bid Proposal Schedules
  - Schedule of Completion of Activities as per Format T-4 of Section-IV, Bid Proposal Schedules
  - Acceptance of Anti-Fraud Policy of PFC (Annexure II of Section-IV, Bid Proposal Schedules. (The Consultant along with its associates/collaborators/vendors/consultants/service providers shall strictly adhere to the Anti-Fraud Policy of PFC available on the PFC Website ([www.pfcindia.com](http://www.pfcindia.com)) and shall immediately apprise the Client about any fraud or suspected fraud as soon as it comes to their notice.)
  - Details of PAN, Service Tax Number as per Annexure-III of Section-IV, Bid Proposal Schedules
  - Details on Electronic Fund Transfer (EFT) form as per Annexure-IV of Section-IV, Bid Proposal Schedules
  - Certificate of Declaration for 'No Conviction From Court of Law' as per Annexure V of Section-IV, Bid Proposal Schedules
  - Certificate of Declaration of 'NO CONFLICT OF INTEREST' required as per Annexure VI of Section-IV, Bid Proposal Schedules
- (c) Authorization Letter as per Annexure-I of Section-IV, Bid Proposal Schedules
- (d) Certificate of Acceptance of Terms & Conditions of the Bidding Documents, Form-1A of Section-IV, Bid Proposal Schedules duly signed by the authority/authorized person, whose signature will bind the Consultant
- (e) Any other details/documents required as per the Bid Documents.

**B. Envelope-2 ... marked as 'FINANCIAL BID' containing:**

- Price Proposal Form (Form 1-B of Section-IV, Bid Proposal Schedules)

Each envelope shall be super-scribed with the RfP Title, Bid Opening Date and Name of Bidder.

- a. The envelope containing the Bid should be addressed to:

**Vice President**  
**PFC Consulting Limited**  
**First Floor, "Urjanidhi", 1, Barakhamba Lane**  
**Connaught Place, New Delhi-110001, India**  
**Attn: Sh. Sanjay Rai**

- b. The prospective Consultants may arrange to hand deliver the sealed envelope at the above address before the closing date and time. The Consultants may also send their proposals by Registered Post/Speed Post so as to reach the above address before the bid closing date and time.
- c. PFCCCL will not be responsible for non-delivery/late delivery of proposals sent by post.

#### **6.10 Modification and Withdrawal of Bids by Consultant**

The Consultant may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by PFCCCL prior to the deadline prescribed for bid submission.

The Consultant's modification shall be prepared, sealed, marked and dispatched as follows:

- a) The Consultant shall provide the original copy of any modifications to its bid, clearly identified and placed in two separate envelopes, depending on the portion of the Bid being modified, and placed in the outer envelope, as per Clause 6.9 of Section I, ITB, duly marked as "Bid Modifications-Original". The inner envelopes shall be sealed in the outer envelope, which shall also be duly marked "Bid Modifications-Original".
- b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with the Bid Documents.

A Consultant wishing to withdraw its bid shall notify PFCCCL in writing prior to the deadline prescribed for bid submission.

The notice of withdrawal shall

- (a) be addressed to PFCCCL at the address mentioned above.
- (b) bear the RFP Title, and the words "BID WITHDRAWAL NOTICE"

Bid Withdrawal Notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.

No bid may be withdrawn in the interval between the Bid submission deadline and the expiration of the bid validity period specified in Clause 4.0 of Section-I, ITB. Withdrawal of a Bid during this interval may result in the Consultant's forfeiture of its Bid Security, pursuant to Clause 5.1 of Section-I, ITB.

#### **6.11 Deadline for Submission of Bids**

- a) Bids must be received by the Client at the address specified in this document and not later than the date and time indicated in the Bid Documents.
- b) In the event of the specified date for submission of bids being declared a holiday for the Client, the bids will be received upto the appointed time on the next working day.

- c) The Client may, at its own discretion, extend the deadline for the submission of Bids, in which case all rights & obligations of Client and Consultants will thereafter be subject to the dead line as extended.

#### **6.12 Late Bids**

The client shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Client after the deadline for submission of Bids shall be declared late and returned unopened to the Consultant.

#### **7.0 Bid Opening**

- a) Bids are invited under Single Stage Double Envelope bidding procedure.
- b) The Client shall conduct the bid opening in presence of the Consultants' representatives, if they choose to present themselves, at the address, date and time specified in the Bid documents. The Consultants' representatives who are present shall sign in a register evidencing their attendance.
- c) The Consultants' names, bid withdrawals and the presence or absence of the requisite Bid security and such other details, as the OWNER, at its discretion may consider appropriate, will be announced at the opening of the bids. No electronic recording devices (including mobile phones) will be permitted during bid opening
- d) First **Envelope-1** marked as "Technical Bid" shall be opened for all the Bidders.
- e) Second **Envelope-2** marked as "Financial Bid" shall be opened for all those Bidders whose Bids are found to be responsive, as per Para 7 of Section-III of the RFP Bid Document.

Final award to the selected consultant will be made after evaluation as per Evaluation Criteria defined at Para 7 of Section-III, Terms of Reference of the RFP Bid Documents.

#### **7.1 Evaluation of Bids**

The Evaluation Criteria is specified at Para 7 of Section-III, Terms of Reference of Bid Documents.

The Evaluation Criteria over-rides all other similar related clauses appearing anywhere in the bid document, and such clauses are deemed to have been modified to the extent stipulated above.

#### **7.2 Correction of Discrepancies in Bid**

In case of discrepancies in bids, the following procedure will be adopted to correct the discrepancies for the purpose of evaluation and award:

- (a) In case of discrepancy between unit price and total price, the unit price will be considered as correct.
- (b) In case of discrepancy between figures and words, the words will be considered as correct.
- (c) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price,

the unit or subtotal price shall prevail and the total price shall be corrected accordingly.

**7.3 Clarification to Bids Sought by Client**

During evaluation, the Client may, at its discretion, ask any Consultant for a clarification of its Bid. The Client's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted on account of the clarification sought and/or provided.

**7.4 Contacting the Client**

(a) Subject to stipulations above, no Consultant shall contact the Client on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.

(b) Any effort by a Consultant to influence the Client in the Client's bid evaluation, bid comparison or contract award decisions may result in rejection of the Consultant's bid and forfeiture of Bid Security.

**7.5 Client's Right**

The Client reserves the right to accept or reject any Bid, and to annul the bidding process and to reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Consultant or Consultants or any obligation to inform the affected Consultant(s) of the grounds for the Client's action.

**8.0 Scheduled Completion Period**

The scheduled completion period has been specified at Para No. 3 of Section III, Terms of Reference of Bid Documents.

**9.0 Taxes & Duties**

(a) The Consultant shall quote in the bid all inclusive total lump-sum price in Indian Rupees only (including all expenses, taxes, duties and levies, if any, *but excluding service tax, education cess and secondary & higher education cess, which will be reimbursed separately*).

(b) Except as otherwise specifically provided in the Contract, the Consultant shall be liable and responsible for all taxes, duties, levies and charges imposed on the Consultant and their personnel and services to be used in the performance of the contract or furnished under the contract.

(c) The Consultant and his personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

(d) Further, all taxes, levies and duties payable outside India under the subject Consultancy assignment shall be the liability of the Consultant.

(e) The Client is entitled to make necessary tax deduction at source as per prevalent laws in India.

#### **10.0 Payments to the Consultant**

Payment will be made to the account of the Consultant and according to the Terms of Payment stated at Clause 6 of Section III, Terms of Reference of Bid Documents. The payment shall be made after the conditions listed for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

#### **11.0 Ineligibility for Future Tenders**

Notwithstanding the provisions regarding forfeiture of Bid Security specified above, if a Consultant after having been issued the Letter of Award, either does not accept the Letter of Award or does not sign the Contract Agreement or does not submit Contract Performance Guarantee in line with the Provisions of the Contract and which results in the RFP being annulled, then such a Consultant shall be treated ineligible for participation in re-tendering of this particular package. Also the Bid Security of the Consultant will be forfeited.

#### **12.0 Jurisdiction**

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceedings(s) to the exclusion of all other Courts.

#### **13.0 Disclaimers**

- (a) This Request for Proposal (RFP) has been prepared by PFC Consulting Limited for Selection of a Consultant for the Assignment for Preparing “PFCCCL’s Corporate Plan- 2015-2025” (Specification No: PFCCCL/CP/2015-2025).
- (b) Though adequate care has been taken while preparing the RFP Documents, the Consultant shall satisfy himself 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 Consultant 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 Consultant.
- (c) All information submitted in response to the RFP become the property of PFCCCL and PFCCCL does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.
- (d) In submitting a bid in response to the RFP, each Consultant certifies that it understands, accepts and agrees to the Disclaimers on this page. 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 on this page.

**PROFORMA OF BANK GUARANTEE FOR BID SECURITY**

Bank Guarantee No. ....

Date .....

To

**PFC Consulting Limited  
 First Floor, “Urjanidhi”  
 1, Barakhamba Lane  
 Connaught Place  
 New Delhi-110001, India**

Dear Sir,

In accordance with your RFP titled .....  
 dated ..... M/s .....having  
 its Registered/Head Office at  
 .....(hereinafter called the ‘Consultant’  
 or Bidder) wish to participate in the said Bid for  
 .....  
 (Name of Package) .....(Specification No of Package).

As an irrevocable Bank Guarantee against Bid Security for an amount of  
 .....(\*)..... valid for ..... days from .....(\*\*)  
 ....., is required to be submitted by the Consultant as a condition precedent for  
 participation in the said bid, which amount is liable to be forfeited on the happening of any  
 contingencies mentioned in the Bid Documents.

We, the ..... (Name of the Bank) ..... having our  
 head office at  
 .....

(#)Guarantee and undertake to pay immediately on demand by PFC Consulting Limited  
 (hereinafter called ‘the Client’) the amount .....(\*) ..... (in  
 figures and words) without any reservation, protest, demand and recourse. Any such demand  
 made by the said ‘Client’ shall be conclusive and binding on us irrespective of any dispute or  
 difference raised by the Consultant.

The guarantee shall be irrevocable and shall remain valid up to ..... (@) ..... If any  
 further extension of this guarantee is required, the same shall be extended to such required  
 period on receiving instructions from PFCConsulting Limited to (Consultants name) .....  
 on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this  
 ..... day of .....20 ..... at .....

Witness

(1) Signature .....	Signature.....
Name .....	Name .....
Official Address .....	Designation .....
	Bank's Common Seal .....
	Power of Attorney No. ....
(2) Signature .....	
Name .....	
Official Address .....	

**Note:**

1. (\*)       The amount shall be as specified in the Bid Documents.
- (\*\*)     This shall be the date of opening of bids.
- (#)       Complete mailing address of the Head Office of the Bank to be given.
- (@)       This date shall be forty five days beyond the validity of bid.
  
2. The Bank Guarantee shall be from a bank as per provisions of Bid Documents.
3. The Stamp Paper of appropriate value shall be purchased in the name of the Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, consultants are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the Bid Documents. Consultants are required to fill up this check List and enclose the same along with the Bank Guarantee.

**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE**

**Bank Guarantee No. ....**

**Date:**

**To,  
PFC Consulting Limited  
First Floor, "Urjanidhi"  
1, Barakhamba Lane  
Connaught Place  
New Delhi-110001, India**

Dear Sir,

In consideration of the PFC Consulting Limited, (hereinafter referred to as the 'Client' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors and assigns) a Contract by issue of Client's Purchase Order No. .... dated..... and the same having been unequivocally accepted by the Consultant resulting in a 'Contract' valued at ..... for ..... (Scope of work/contract) and the Consultant having agreed to provide a Contract Performance Guarantee of the faithful performance of the entire contract equivalent to ten percent (10%) 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 Consultant to the extent of .....as aforesaid at any time up to.....(\*) ..... without any demur, reservation contest, recourse, or protest and/or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and Consultant or any dispute pending before any court Tribunal, Arbitrator or any other Authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Client and further agrees that this guarantees herein contained shall continue to be enforceable till the Client discharges this guarantee.



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 Consultant. 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 Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the Client and the Consultant 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.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ..... 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 ..... 20 .....at .....

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 date will be Three Months beyond the expiry of the warranty period as specified in the order.

The Bank Guarantee shall be from a bank as per provisions of Bid Documents.

The Stamps paper of appropriate value shall be purchased in the name of the Bank issuing the Guarantee.

While getting the Bank guarantee issued, consultants are required to ensure compliance to the points mentioned in the Bank guarantee Verification Check list in the Bid Documents. Consultants are required fill up this check list and enclose the same alongwith the Bank Guarantee.

**Annexure – C**

**CHECK LIST FOR BANK GUARANTEE VERIFICATION BY CONSULTANT**

S.No.	List	Yes	No
I	Does the Bank Guarantee compare verbatim with prescribed PFCCL Proforma for BG for Bid Security		
II a)	Is the amount and validity of BG in line with Tender/Letter of Award (LOA) conditions		
b)	Is non-judicial stamp 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 is issued not more than six months prior to date of execution of BG.		
IV a)	Are the factual details correct -In case of Bid Security –RFP No. & Date, etc. -In case of Contract Performance Guarantee – Letter of Award No. & Date, Value, etc.		
b)	Whether overwriting/cutting if any in the BG authenticated under signature and stamp of executant.		
V a)	Has the executing Officer of BG indicated his name, designation & Power of Attorney No./ Signing Power No. etc. on BG		
b)	Is each page of BG duly signed/initialed by the executant, and last page is signed with full particulars as required in the PFCCL's prescribed proforma of BG and under the stamp 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 Consultant)**

**Note: Bank Guarantee for Bid Security should be accompanied by above Check List duly filled in to ensure compliance to the requirements mentioned in the Check List.**

**FORM OF EXTENSION OF BANK GUARANTEE**

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

Ref. No. :

Date:

**To,  
PFC Consulting Limited  
First Floor, "Urjanidhi"  
1, Barakhamba Lane  
Connaught Place  
New Delhi-110001, India**

Dear Sirs,

Subject: Extension of Bank Guarantee No. .... dated ..... for .....  
(Indicate value of bank guarantee) ..... Favoring yourselves expiring on ..... on account  
of M/s ..... (Name of Consultant)..... 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**

# CONDITIONS OF CONTRACT (CoC)

## Preparation of “PFCCL’s Corporate Plan - 2015-2025”

Specification No: PFCCL/CP/2015-2025

### Section II



*(This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, Reproduced or otherwise used for purpose other than for which it is specifically issued)*

**PFC Consulting Limited**  
**(A wholly owned subsidiary of Power Finance Corporation Limited**  
**- A Govt. of India Undertaking)**  
**First Floor, “Urjanidhi”, 1, Barakhamba Lane, Connaught Place,**  
**New Delhi – 110001**

## Conditions of Contract

### 1.0 Definitions

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

Further the terms defined elsewhere in the Bidding Document shall be assumed to be defined in the Terms of Reference (ToR) and in case of any inconsistency between the definitions of ToR and the definitions elsewhere in the Bidding Document, the definitions of the ToR shall prevail

**“Applicable Laws”** The contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi, India;

**“Contract Price”** means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract;

**“Government”** means the Government of the Client’s country i.e. India;

**“Local Currency”** means the currency of the Government of India;

**“Client”** means PFC Consulting Limited / PFCCL;

**“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them;

**“Personnel”** means personnel of the Consultant and assigned to the performance of the Services or any part thereof;

**“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in the detailed Terms of Reference;

**“Consultant”** means the Consultant whose bid is accepted by the Client for the award of the works and shall include such successful Consultant’s legal representatives, successors and permitted assigns, as PFCCL may accept.

**Laws Governing the Contract:** The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws, and

**Language:** English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**“Similar Consultancy Assignment or Similar Assignment”** means the Consultant should have prepared a Long Term Corporate Plan for a Company in the Financial Services Sector or in the Power Sector;

**“Nodal Executive/Contract Coordinator”** means the executive(s) from PFCCL, who would be the primary point of contact in PFCCL for the Consultant to coordinate with in connection with the consultancy assignment. The Nodal Executive/Contract Coordinator will be identified at the time of placement of award;

## **2.0 General**

The Consultant shall perform the Services and carry out their obligations with utmost due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. The Consultant shall always act in respect of any matter relating to the Contract or to the Services as faithful advisers to the Client and shall at all times support and safeguard the Client’s legitimate interests in any dealings with third parties.

## **3.0 Letter of Award**

The Client shall place on the successful Consultant the Letter of Award (LOA).

## **4.0 Contract Agreement**

The Consultant shall enter into a Contract Agreement with the Client within Fifteen (15) days of LOA to be signed at the office of the Client. The consultant shall provide for signing of the Contract, appropriate Power of Attorney and requisite documents/materials/board resolutions. Until a formal contract is prepared and executed the Letter of Award read in conjunction with the Bid Documents will constitute a binding contract.

The Agreement will be signed in TWO originals and the Consultant shall be provided with one signed original and the other will be retained by the Client.

The Cost of preparing Contract Agreement shall be borne by the Consultant.

## **5.0 Notices**

Any notice, request, or consent sought pursuant to the contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, telex, telegram, or facsimile to such Party i.e. Client or Consultant.

## **6.0 Effectiveness of Contract**

This Contract shall come into effect on the date of issue of Letter of Award by the Client.

## **7.0 Commencement of Services**

The Consultant shall begin carrying out the Services immediately after the date the Contract becomes effective.

## **8.0 Modification of Contract**

Modification of the terms and conditions of the Contract, including any modification of the scope of the Services or of the Contract price may only be made by written agreement between the parties.

## **9.0 Conflict of interests**

### **a) Consultant not to benefit from commissions discounts, etc.**

The remuneration of the Consultant pursuant to Clause 23 of Section II, Conditions of Contract shall constitute the Consultant's sole remuneration in connection with the Contract or Services and the Consultant shall not accept for their own benefit any trade commissions, discount or similar payment in connection with activities pursuant to the Contract to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that its Personnel shall not receive any such additional remuneration.

### **b) Consultant and affiliates not to be otherwise interested in any other project**

The Consultant agrees that during the term of the Contract and after its termination, the Consultants and their affiliates and any of its affiliates shall be disqualified from providing goods, works or services for any project resulting from or closely related to this assignment.

### **c) Prohibition of conflicting activities**

Neither the Consultant nor any of its personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the terms of the Contract any business or professional activities in the Government's country which would conflict with the activities assigned to them under the Contract; or
- b) After the termination of the Contract, such other activities as may be specified in this regards.

### **d) Declaration for 'No Conflict of Interest'**

The Consultant must enclose the Declaration for 'No Conflict of Interest' as per Annexure VI of Section-IV, Bid Proposal Schedules.

## **10.0 Obligations of the Consultant**

The Consultant shall perform the Services and carry out their obligations with utmost due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the



Services, as faithful advisers to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

**a) Confidentiality**

The consultant and the Personnel shall not either during the term and/or after expiration of the Contract, disclose any proprietary or confidential information relating to the Project or the Client's business or operations without prior writing consent of the Client

**b) Consultant's Actions Requiring Client's Prior Approval**

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

- a) Appointing such members of the Personnel not listed by name in to Letter of Award, and
- b) Any other action that may be specified in the Terms of Reference.

**c) Documents Prepared by the Consultant to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with this clause shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of the Contract, deliver all such documents and software. The consultants shall not use these documents and software for purpose unrelated to the contract without the prior written approval of the Client.

**d) Deployment of Personnel**

The details of the Key Personnel of the Consultant engaged in this assignment are to be submitted in the Technical Proposal. The above Key Personnel of the Consultant listed by title as well as by name in the Letter of Award shall be deemed to be approved by the Client.

**e) Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Personnel identified for the assignment. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the above Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualification and experience, acceptable to Client.

- (b) If the Client finds that any of the Personnel have
- (i) committed serious misconduct or have been charged with having committed a criminal action, or
  - (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel.

Then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal or replacement of Personal.

#### **11.0 Contract Price**

The Contract Price shall be as specified in the LOA/Contract Agreement.

#### **12.0 Contract Performance Guarantee**

- (a) As a Contract Performance Security, the successful Consultant, to whom the work is awarded, shall furnish a Contract Performance Guarantee which shall be in the form of a Bank Guarantee from any Nationalized Bank. Bank Guarantee from any Nationalized Bank in favour of the Client shall be in the prescribed Proforma enclosed at Annexure-B of Section I, Instruction to Bidders, within 7 days of signing the Contract. The guarantee amount shall be equal to ten percent (10%) of the total Lump-sum price as quoted (which is including all expenses, taxes, duties and levies, if any *but excluding 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 days after the completion of the assignment. The Contract Performance Guarantee is intended to secure the performance of the entire Contract.
- (b) The Contract Performance Guarantee will be returned to the Consultant without any interest within 30 days of final payment made by the client.
- (c) Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

#### **13.0 Insurance**

The Consultant will be responsible for taking out all necessary insurance coverages at its own cost, both in India and abroad, as may be required for successful completion of the job.

#### **14.0 Patents**

All royalties and fees for patents covering materials/equipment or processes used in executing the work shall be to the account of the Consultant. The Consultant shall satisfy all demands that may be made at any time for such royalties and fees.

The Consultant shall hold harmless and indemnify the Client from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Consultant.

The Consultant shall promptly notify the Client in writing if the Consultant has or has acquired knowledge of any patent under which claim or suit for infringement could

reasonably be brought because of the uses by the Client of any information, recommendation or specifications, services rendered by the Consultant.

The Consultant, in such case, shall furnish at its own cost make and furnish to the client alternative specifications or recommendation to avoid the same and without putting the Client to any additional cost.

#### **15.0 Indemnification**

The Consultant shall, at its own expense, defend and indemnify the Client against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.

The Consultant shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Client shall not pay any compensation to a third party resulting from such infringement and the Consultant shall be fully responsible for the same, including all expenses and court and legal fees.

The Client will give notice to the Consultant of any such claim without delay, shall provide reasonable assistance to the Consultant in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.

Final payment to the Consultant by the Client will not be made while any such suit or claim remains unsettled.

#### **16.0 Force Majeure**

Force Majeure is herein defined as any cause which is beyond the control of the Consultant or the Client 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) 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.

The Consultant or the Client 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 the Consultant's performance of obligation has been delayed due to other causes.

**Measures to be taken**

- (a) Upon the occurrence of a 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 cause 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 4 (four) weeks, the Client shall have the option of cancelling this Contract in whole or part at his discretion without any liability at his part.
- (b) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**17.0 No Breach of Contract**

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

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and
- (b) has informed the other party as soon as possible about the occurrence of such an event.

**18.0 Liquidated Damages**

- a) If the Consultant fails to deliver the deliverables within the time fixed under the Contract, the Consultant shall pay to the Client as Liquidated Damages and not as penalty, a sum of half percent (0.5%) of the total Lump-sum Price for each week of delay or part thereof.
- b) However, the total liability of the consultant as per clause (a) above shall not exceed 10% of the total Lump-sum Price.
- c) The Liquidated Damages amount if any shall be deducted from the payments under the Contract or by invoking the Contract Performance Guarantee and/or otherwise.
- d) The Client shall have the right to exercise the Right to Set Off against any amount due and payable to the Consultant in any other assignment.

**19.0 Extension of Time**

Any period within which a Party shall, pursuant to the contract, complete any action or task shall be extended for a period equal to the time during which such party was not able to perform such action as a result of force Majeure.

**20.0 Limitation of Consultant's Liability towards the Client**

The Consultant shall be liable to the Client for the performance of the Services in accordance with the provisions of this Contract [Note: If the Consultant consists of more than one entity, this should be changed to read -“The Consultant and each of their Members shall be jointly and severally liable to the Client for the performance of the Services”] and for any loss suffered by the Client as a result of a default of the Consultant in such performance, subject to the following limitations:

- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant or its Personnel or either of them; and
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.
- (c) The decision of the Client in regard to the liability of the consultant shall be final and binding on the Consultant.

### **21.0 Settlement of Disputes**

Except as otherwise provided elsewhere in the Contract, 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, the same shall be referred to Arbitration as provided hereunder:

- (a) A Party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving Sixty (60) 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 Client shall appoint a Sole Arbitrator with the approval of its Chairman & Managing Director.
- (d) It is agreed that there will be no objection that the Arbitrator appointed holds equity shares of Client or is a retired employee of Client.
- (e) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for Client 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.
- (f) 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.
- (g) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the Parties.
- (h) The Parties to the arbitration will bear the fees and expenses to be determined by the Arbitrator.
- (i) The station of arbitration will be New Delhi.
- (j) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceeding under this clause.

The Courts/Tribunals at New Delhi alone shall have exclusive jurisdiction on any dispute relating to or arising out of this Contract.

## 22.0 Termination

The Client may terminate the Contract, by not less than thirty(30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in Paras (a) to (d) of this Clause without compensation to the Consultant and sixty (60) days' in the case of the event referred to in (e) below:

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or with any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing or in executing the Contract.

For the purpose of this clause.

**“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

**“Fraudulent Practice”** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client.

- (e) If the Client, at its sole discretion, decides to terminate the Contract either in full or in part. In the event of such termination, the Nodal Executive/Contract Coordinator shall give sixty (60) days' notice in writing to the Consultant, of his decision to do so, and the Consultant upon receipt of such notice shall discontinue the work from the time specified in the notice. In the event of such termination, the Consultant shall be paid for the actual time performance till the date specified in the notice.

In the event, the Client terminates the Contract in whole or in part, Client may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered and the Consultant shall be liable to the Client for any risk and costs for such similar services However, the Consultant shall continue performance of the Contract to the extent not terminated. In addition, such action by the Client as aforesaid shall not relieve the Consultant of his liability to pay Liquidated Damages for delay in completion of Works as defined in Conditions of Contract (Section II). The termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Performance Bank Guarantee nor the time thereof. The Performance

Guarantee shall be valid for the full value and for the full period of the Contract including Guarantee period.

**23.0 Procedure of payment**

Payment shall be released on submission of invoice in quadruplicate along with supporting documents on certification by the Nodal Executive/Contract Coordinator.

Payment shall be released with 30 days of receipt of invoice complete in all respects with support in documents and certification by the Nodal Executive/Contract Coordinator.

# TERMS OF REFERENCE

## (ToR)

### Preparation of “PFCCL’s Corporate Plan -2015-2025”

Specification No: PFCCL/CP/2015-2025

### Section III



*(This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, Reproduced or otherwise used for purpose other than for which it is specifically issued)*

**PFC Consulting Limited**  
**(A wholly owned subsidiary of Power Finance Corporation Limited**  
**- A Govt. of India Undertaking)**  
**First Floor, “Urjanidhi”, 1, Barakhamba Lane, Connaught Place,**  
**New Delhi – 110001**



## Terms of Reference (ToR) for Preparation of PFCL's Corporate Plan -2015-25

### 1.0 Background

PFC Consulting Limited (PFCL) is a wholly owned subsidiary of Power Finance Corporation Limited (PFC). PFC has been providing Consultancy services to the Power Sector of India through its Consultancy Services Group (CSG) for the last 14 years i.e. since October 1999. With a reforming power sector, new entities being operationalised, regulatory mechanisms coming into operation and Electricity Act 2003 being implemented, leveraging the experience of its CSG Unit, PFC has incorporated PFC Consulting Limited (PFCL), as its wholly owned subsidiary for providing consultancy services to the Power Sector on 25th March 2008. The company commenced its business on 25th April 2008. We are headquartered in New Delhi and have site offices in Bhubaneswar, Cheyyur (Tamil Nadu), Hisar, Jaipur, Panchkula, Patiala, Ranchi and Sundargarh (Odisha).

PFCL's advisory strengths include the following areas of Power Sector:

- Advisory Services on issues emanating from the implementation of Electricity Act 2003 like Reform, Restructuring, Regulatory, etc.
- Tariff Based Competitive Bidding as per the Guidelines issued by MoP, GoI for various segments of Power Sector
- Project-Structuring/ Planning/ Development/ Specific Studies, implementation monitoring, efficiency improvement projects
- Human Resource Management Plans
- Communication, Information Dissemination and Feedback
- Preparation of Organization Performance Improvement Plans
- Contract related Services
- Financial Management, Resource Mobilization, Accounting Systems etc.
- Coal Block Development
- Renewable & Non-Conventional Energy Project Development

The current Mission and Vision statements of the company are as follows:

**Mission:** To provide objective oriented end to end consulting solutions consistent with long term interests of Power & allied Sectors in India.

**Vision:** To be the leading consulting organisation in the Country for Power Sector.

PFCL desires to develop its Corporate Plan with a 10 year perspective for the period 2015-25. The Corporate Plan (2015-25), would also include separate road maps for technology innovation and assimilation and also for identification of the initial steps towards globalisation. The Corporate Plan shall also comprise a plan for globalisation

along with various scenarios in line with the prevalent as well as futuristic business and competitive environments, PFCCL's capacity and capabilities, and which can be implemented without any financial support from Power Finance Corporation Ltd. and the Government of India.

**Objectives for the Consultant:**

1. Preparing a Corporate Plan including a plan for globalisation for PFC Consulting Ltd. for the next 10 year horizon
2. Preparing a road map for technology innovation and assimilation.
3. Identification of the initial steps towards attaining the plan for globalisation.
4. Outline a coherent operating model for PFCCL, encompassing service areas, go-to-market strategies, organisation structure & performance management framework and enabling infrastructure & Information Technology (IT) systems to achieve the various objectives laid down in the Corporate Plan

**2.0 Scope of work:**

The overall scope of the required consultancy services is Preparation of a Corporate Plan for PFC Consulting Ltd. for the period 2015-2025, which would, inter alia, include:

1. Market study of the Indian Power Sector
2. Assessment of the working of PFCCL and its current state vis-a-vis the power sector market
3. Identify the key issues and focus areas for PFCCL
4. Defining PFCCL's Mission and Vision Statements
5. Identify PFCCL's long term strategies and the required commensurate Action Plans including plan for globalisation and technology innovation, in line with the proposed Mission and Vision of PFCCL
6. Define an approach and marketing plan to strengthen the position of PFCCL in the market
7. Prepare a Business Plan with financial projections for the period 2015-2025

The detailed tasks to be undertaken by the consultant, inter alia, include:

**1. Market study of Indian Power sector**

PFCCL intends to be the market leader in setting the quality standards for consulting in the Power Sector. Therefore the consultant is required to undertake a market study from secondary sources to analyse present & future market trends.

The aim would be:

- I. To identify some leading consulting organisations in the sector and review their marketing strategy, pricing models, activities and services provided, forward and backward linkages etc.

- II. Identify key market/technology trends as well as new areas of focus of the Central & State Govts, which could lead to significant consulting opportunities.

**2. Assessment of the working of PFCCL and its current state vis-a-vis the power sector market**

- I. Services offered by PFCCL
- II. SWOT analysis and identification, in particular, of the factors which could be of sustainable advantages for PFCCL
- III. Marketing, sales and client acquisition channels and processes
- IV. Service profile, sourcing, pricing and shortcomings
- V. Client servicing/management process
- VI. Shortcomings in business strategy and marketing model
- VII. Organization structure and function of various units
- VIII. Infrastructure facilities and IT systems available with PFCCL
- IX. Human resources: deployment, roles and responsibilities, tasks being performed, available skills among employees and mapping the skill vis-à-vis the industry requirements
- X. Assessment of the financial health of PFCCL based on the financial statements, including analysis of expenses and incomes for the last 5 year

**3. Identify the key issues and focus areas for PFCCL**

Based on the findings of the above two activities identify the key issues and focus areas for PFCCL, including:

- I. Marketing strategy and sale of services
- II. Portfolio analysis of past pursuits including wins & losses to identify constraints in pursuing desired opportunities in the market place
- III. Existing arrangements with other consultants and revenue sharing model
- IV. Service up gradation activities or addressing new requirements to align to market trends
- V. Means to receive market inputs and aligning them to services provided
- VI. Staffing and alignment of staff skills/capacity with the new vision for the organization: Undertake a rapid skill-gap assessment study for the staff and map existing skill to likely future requirements
- VII. Physical and IT infrastructure and systems to be deployed over different time frames

**4. Define Mission and Vision Statements**

With the necessary background, undertake a stakeholder discussion, carry out surveys, etc. as required, and prepare succinct and short Mission and Vision statements for PFCCL.

**5. In accordance with PFCCCL’s Mission and Vision, identify PFCCCL’s long term strategies and options for diversifications including:**

- I. Clear enumeration of service areas, including “high potential” areas of future
- II. Define a positioning, branding and marketing strategy in line with its revised Mission & Vision
- III. Strategy to exploit its sustainable competitive advantages, including synergies with PFC, Gol, etc.
- IV. Action plan for globalisation
- V. Action plan for technology innovation & assimilation

**6. Define an Operating Model for PFCCCL to realize on its strategic intents, which should address the following:**

- I. Develop PFCCCL as a leading global brand and future positioning of PFCCCL keeping in view its target market and marketing strategies for maximizing the turnover for different client segments
- II. Enhance the ability to diversify its services and increase visibility in the market
- III. Identify long term alliances to enable delivery on larger, transformative agenda of Government and Companies in Power Sector
- IV. Formulate a Change Management Plan
- V. Develop an Operating structure & performance management framework to enable achievement of corporate objectives
- VI. Develop a Human Resource Management Plan
- VII. Outline high level processes & systems for developing differentiating methodologies & tools, knowledge management, training and practice management to create an efficient, sustainable & high performing culture in PFCCCL
- VIII. Identify other revenue generating activities
- IX. Identify investment areas to build capabilities for the future
- X. Effective utilization of the existing infrastructure & resources
- XI. Maximize revenue from new areas
- XII. Rationalise the service portfolio mix in order to optimize revenue and profits across the gamut of services being provided by PFCCCL

**7. Prepare a Business Plan with financial projections for the period 2015-2025**

Develop a Business Plan for PFCCCL which would include a plan for expansion and globalization keeping in view the target clientele while retaining the exclusivity / uniqueness of services provided and brand image.

**3.0 Scheduled Completion Period**

The time period for completion of the assignment will be **Twelve (12) weeks from the date of issuance of the Letter of Award (LoA)**. However, this could decrease/increase and contractually the completion of all obligations to PFCCCL, in accordance with the provisions of the Bid Document / RfP would be the terminal point of the assignment and may not be the above time period.

#### 4.0 Deliverables

- I. Inception Report describing the methodology being employed in conducting the assignment, identify any modifications to the proposed approach resulting from information gathered.
- II. Interim Report including Mission, Vision, Objectives, Goals and Strategies for PFCCL.
- III. Draft Corporate Plan.
- IV. Corporate Plan for the period 2015-2025.

#### 4.1 Inception Report (Submission and Presentation)

This will be provided within **two (2) weeks** from the issuance of the **Letter of Award (LoA)**. The consultant will describe the methodology being employed in conducting the assignment, identify any modifications to the proposed approach resulting from information gathered in the initial Ten (10) days, describe how counterpart staff are integrated into the activities being performed and identify any problems or issues related to obtaining data for the analysis.

#### 4.2 Interim Report (Submission and Presentation)

An interim report and presentation will be provided **four (4) weeks** from the issuance of the **Letter of Award (LoA)**. The consultant will describe the Mission, Vision, Objectives, Goals and Strategies for PFCCL and report its findings concerning the current situation of power and financial services sectors and the competitive outlook. After assessing demand supply situation up to 2017 and the business environment, the consultant will describe and assess future business growth, new opportunities, possible diversifications, actions needed to position PFCCL as a preferred Advisory Services Provider / Consultancy Company for future and financial projections with assumptions.

#### 4.3 Draft Corporate Plan (Submission and Presentation)

This is to be provided within **Ten (10) weeks** from **Letter of Award (LoA) date** and would include:

- a) Plan for Globalisation (Separate Document also to be submitted)
- b) Plan for Technology Innovation and Assimilation (Separate Document also to be submitted)
- c) Marketing Plan
- d) Business Plan

#### 4.4 Final Corporate Plan for the period 2015-2025 (Submission and Presentation)

Comments on the draft Corporate Plan will be taken into account in preparing the Final Corporate Plan.

The final **Corporate Plan** is to be provided within **Twelve (12) weeks** from the date of issuance of the **Letter of Award (LoA)** or within **one (1) week** after receipt of final comments from PFCCL on the draft Corporate Plan. The final Corporate Plan will cover

all items as per the ToR and Scope of Work described above and will take into account inputs provided by PFCCL on the Draft Corporate Plan.

**N.B.:** The Consultant will also provide PFCCL:

- a) All financial/business models used for analysis as a basis for preparing the Corporate Plan.
- b) Global Benchmarking Report in respect of PFCCL.
- c) All relevant soft and hard copies
- d) Any other deliverables, which are not specifically mentioned above but are found to be necessary during the assignment for successful completion of the assignment to the satisfaction of PFCCL.

PFCCL shall be the sole Client of all these deliverables/inputs.

## **5.0 Reporting Requirements and Progress Meetings**

- (a) At each stage as desired by PFCCL, the Consultant shall be required for interaction and would attend review meetings/make presentations to PFCCL or to any other agency at a time and place as intimated by PFCCL.
- (b) The Consultant shall work in close co-ordination with PFCCL, other consultants/agencies appointed by PFCCL and other agencies as may be required for the satisfactory completion of the assignment(s).

## **6.0 Terms of Payment**

- (i) All payments would be claimed by the Consultant from PFCCL as per the payment terms on being due, based on the satisfactory progress and quality of the work in his sole discretion.
- (ii) The payment to the Consultant under the contract will be made by PFCCL in line with the relevant provisions of the Contract and as per the guidelines and conditions specified here under. All payments made during the Contract will be on account payment only.
- (iii) The payments would be released as per the following terms after achieving the milestones indicated therein:
  - 20% of the total consultancy fee shall be released after submission and acceptance of Inception Report as per the Scope of Work (point no. 4.1 of Section-III) to the satisfaction of PFCCL
  - 25% of the total consultancy fee shall be released after submission and acceptance of Interim Report as per the Scope of Work (point no. 4.2 of Section-III) to the satisfaction of PFCCL
  - 25% of the total consultancy fee shall be released after submission and acceptance of PFCCL's Draft Corporate Plan - 2015-25 as per the Scope of Work (point no. 4.3 of Section-III) to the satisfaction of PFCCL

- 30% of the total consultancy fee shall be released after submission and acceptance of PFCCL's Final Corporate Plan - 2015-25 as per the Scope of Work (point no. 4.4 of Section-III) to the satisfaction of PFCCL

## 7.0 Evaluation Criteria

- Evaluation shall be carried out in three parts: a) Technical Bid - Test of Responsiveness, and b) Financial Bid

### a) Technical Bid - Test of Responsiveness

The Bids submitted by the Bidder shall be scrutinized to establish “Responsiveness”. The Bids shall be considered Responsive if all of the following are found to be in order:

- I. Bid Security of Rs.2,00,000/- in the proforma provided at Annexure-A of Section-I
- II. Annexure I (Authorization Letter to sign the bid),
- III. Form-1 (Technical Proposal)
- IV. Form 1-A (Performa of Certificate Regarding Acceptance of All Terms & Conditions).
- V. Annexure-II (Acceptance of Anti-Fraud Policy)
- VI. Annexure-III (Details of PAN, TIN etc.)
- VII. Annexure-IV (Electronic Fund Transfer (EFT) Form Details)
- VIII. Annexure-V (Declaration For No Conviction From Court of Law)
- IX. Annexure-VI (Declaration For Conflict of Interest)
- X. Separate Letter from Authorized Signatory to certify the association of the Team Leader with other similar consultancy project(s)
- XI. The qualification and experience of the Project Team Leader and Team Members as provided hereunder.

S. No.	Qualification and Experience
1	<p><b>Project Team Leader:</b>                      Qualification: MBA/Equivalent PGDBM from a reputed institute                      Experience: (i) Minimum 15 years of post-qualification experience                      (ii) Similar Consultancy Assignments completed by Project Team Leader during last four (4) years i.e. <b>since 31<sup>st</sup> March 2010.</b></p> <p>Assessment shall be based on Letter of Award or self-certified CV of the Team Leader, duly endorsed and confirmed by the Authorized Signatory or from Bidder’s Managing Director/ Company Secretary. Authorized signatory should also give a separate certificate certifying the association of the Team Leader with similar consultancy project(s) mentioned in the CV.</p> <p>The CV should clearly contain the details of work of similar projects handled to assess the “Similar Consultancy Assignment” parameter.</p> <p><b>Similar Consultancy Assignment</b> means the Consultant should have prepared a Long Term Corporate Plan for a Company in the Consultancy Services Sector or in the Power Sector or a Maharatna/Navratna company.</p>

2	<p><b>Team Members:</b></p> <p>The Structure and Composition of the Team which shall be deployed on Full Time basis and which shall continue till completion of the assignment. It must comprise of one Team Leader and at least <b>five</b> Members having experience in the areas of HR, IT, Projects, Finance, Planning with not more than onemember having experience in a specific area.</p> <p>Assessment shall be as per the details provided by the bidder in the Bio data of the Members.</p> <p><b>Qualification:</b></p> <p>a) Finance - MBA/ Equivalent PGDBM with specialization in Finance/CA/ICWA//CFA</p> <p>b) HR - MBA/ Equivalent PGDBM with specialization in HR</p> <p>c) IT - MTech/ BTech/MCA</p> <p>d) Projects/Planning - MBA/ Equivalent PGDBM with MTech/BTech</p> <p><b>Experience:</b> Minimum10 years of post-qualification experience</p> <p>Assessment for experience shall be on the basis of the bio data submitted and duly certified by the Authorized Signatory on the basis of relevant experience in the field. Each year of relevant experience shall be awarded one mark. In case the number of Team Members is more than five (5) the bidder must indicate the Members whose Bio data shall be considered for evaluation, failing which the Committee shall have the discretion of selection any five of the Bio data to be evaluated.</p>
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The Technical Bids of the Bidders must be Responsive to be eligible for opening of Financial Bids.

**b) Financial Bids**

Financial bids of only those Bidders shall be opened whose Technical Bids are Responsive.

1. The financial bids will be evaluated considering total lump-sum price (including all expenses, taxes, duties and levies, if any, *but excluding service tax, education cess and secondary & higher education cess*) quoted for the entire scope of work covered under the RFP.
2. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the amount in words will prevail. If the Consultant does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Security forfeited.
3. For the purpose of evaluation and comparison of bids, the following meaning and definitions will apply:-
 

"Bid Price" shall mean the total lump-sum price quoted including all expenses, taxes, duties and levies, if any *but excluding service tax, education cess and secondary & higher education cess*, by each Consultant in his bid for the complete scope of works covered under the RFP
4. For comparison purposes all the bid prices shall be in Indian Rupees only



5. The decision of the Owner shall be final and binding on the Consultant. No further discussion/interface will be granted to Consultants whose bids have been disqualified.

**The Bidder who has quoted lowest price for this assignment will be awarded the contract.**

**8.0 Data, Services, Facilities to be provided by PFCCL**

**8.1** All relevant data, information and documents will be made available to the consultant. The confidentiality of the data and documents being shared shall be maintained.

**8.2** For any visits, inside or outside India, the consultant has to make their own arrangements at their own cost. The consultant will work at PFCCL's **Regd. Office: First Floor, "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001, India** for undertaking the assignment and this will be the 'Station' of this assignment. Office equipments like Computer, laptops, telephone etc. and other facilities will be arranged by the Consultant at their own cost.

**8.3** PFCCL will designate Nodal Executive/Contract Coordinator for the contract, who will be the focal point for all activities & coordination.

**9.0 Consultant's Responsibilities**

- The consultant shall conduct all contracted activities with due care and diligence, in accordance with the contract and with the skill and care expected of a competent provider of services, or in accordance with best industry practices.
- The consultant shall be responsible for timely provision of all resources, information, a decision making under its control that are necessary to reach a mutually agreed at finalized assignment within the work completion schedule, specified in Clause 3.0 above
- The Consultant shall acquire in its name all permits, approvals, and/or licenses from local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
- The Consultant shall comply with all laws in force in India. The laws will include all national provincial, municipal, or other laws that affect the performance of the contract and are binding upon the Consultant. The consultant shall indemnify and hold the PFCCL harmless from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Consultant or its personnel and from any illegal use of any resources, tool or software etc. by the Consultant. The consultant shall not indemnify PFCCL to the extent that such liability, damage, claims; fines, penalties, and expenses were caused or contributed to by a fault of PFCCL.
- In particular, the Consultant shall provide and employ only such personnel who are skilled and experienced in their respective areas and supervisory staff who are competent to adequately supervise the work at hand.

- The Consultant assumes primary responsibility for all the jobs for the execution of the contract, in accordance with relevant provisions in volume III of this Bidding document.
- The Consultant shall meet the external stake holders such as Ministry of power, planning Commission, PFC, PFCCCL Customers, CEA, CERCetc for collecting inputs.
- The Consultant shall meet the internal stakeholders such as PFCCCL Board, Top Management, Various functions, Representatives of employees etc. for collecting inputs.
- The Consultant shall make Presentation to Internal and External stakeholders and seek their comments at different stages as per the agreed work plan.
- The Consultant shall make presentations to top management of PFCCCL during various stages such as after SWOT Analysis, preparation of Draft Corporate plan etc.

Any activity, though not specifically covered in the Bid Documents but required for achieving the TOR/Key deliverables shall be deemed to be included by PFCCCL in the Scope of work.

# BID PROPOSAL SCHEDULES

**(BPS)**

## Preparation of “PFCCL’s Corporate Plan -2015-2025”

Specification No: PFCCL/CP/2015-2025

### Section-IV



(A wholly owned subsidiary of Power Finance Corporation Ltd.)

*(This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, Reproduced or otherwise used for purpose other than for which it is specifically issued)*

**PFC Consulting Limited**  
**(A wholly owned subsidiary of Power Finance Corporation Limited**  
**- A Govt. of India Undertaking)**  
**First Floor, “Urjanidhi”, 1, Barakhamba Lane, Connaught Place,**  
**New Delhi – 110001**

**TECHNICAL PROPOSAL**

**Ref No.....**

**Date.....**

**To,**

**Vice President,  
PFC Consulting Limited  
First Floor, "Urjanidhi"  
1, Barakhamba Lane  
Connaught Place  
New Delhi-110001, India**

**Attn: Sh. Sanjay Rai**

**Sub.: "Preparation of PFCCL's Corporate Plan - 2015-2025" (Specification No: PFCCL/CP/2015-2025) for PFC Consulting Limited**

**Dear Sir,**

01. We hereby propose to provide consultancy services for "PFCCL's Corporate Plan - 2015-2025" as outlined in your bidding document.

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.

We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the Bid Documents.

We confirm that the work will be executed strictly in accordance with the requirement.

02. Our proposal shall remain valid for acceptance for a period of 120 days from the date of opening of the 'Technical Bid' by PFCCL.

03. We confirm that the prices quoted by us in the 'Financial Bid' are firm and shall not be subject to any variation for the entire period of the contract.

04. We hereby furnish our 'Technical Bid' comprising the following, as per prescribed formats  
**Envelope 1:**

- (i) **Bid Security** As per Clause 5.0 of ITB, Section I
- (ii) **Annexure-I** Authorization Letter to sign the bid

- (iii) **Form 1-A** Proforma of Certificate Regarding Acceptance of All Terms & Conditions
- (iv) **Form -1** Technical Proposal (Form-I) of Bid Proposal Schedule (Section-IV)
- (v) **Format T-1** Details of Project Team Leader with relevant experience in number of similar assignment executed by him/her during last four (4) years as per Bid Proposal Schedule Section-IV.
- (vi) **Format T-2** Details of the Team/Resources proposed to be associated for performing the assignment as per requirement detailed at Section-III of bid document at point no. 2 of 7.0 a) XI) of Terms of Reference of Bid Proposal Schedule (Section-IV)
- (vii) **Format T-3** Structure & Composition of the team proposed to be deployed (Bid Proposal Schedule Section-IV)
- (viii) **Format T-4** Schedule of Completion of Activities of Bid Proposal Schedule (Section-IV)
- (ix) **Annexure-II** Acceptance of Anti-Fraud Policy
- (x) **Annexure-III** Details of PAN, TIN etc.
- (xi) **Annexure-IV** Electronic Fund Transfer (EFT) Form Details
- (xii) **Annexure-V** Declaration For No Conviction From Court of Law
- (xiii) **Annexure-VI** Declaration For Conflict of Interest
- (xiv) **Separate Letter from Authorized Signatory certifying the association of the Team Leader with similar consultancy project(s)**
- (xv) Any other document.....

05. Shri.....shall act as “Project Team Leader” and also act as the focal point for all interactions with PFCCCL throughout the period of assignment.
06. We further confirm that any deviation to the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to PFCCCL, failing which the Bid Security may be forfeited.
07. We certify that all the information provided in our bid, including the information regarding the team members, are 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 PFCCCL for a period of maximum three years from the date of such disqualification.

Yours truly,

Date.....

Place.....

Signature.....

Name.....

Designation.....

Company Seal.....

**Form 1-A**

**PROFORMA OF CERTIFICATE REGARDING ACCEPTANCE OF  
ALL TERMS & CONDITIONS**

Bidder's Name & Address

To,

**Vice President  
PFC Consulting Limited  
First Floor, "Urjanidhi"  
1, Barakhamba Lane  
Connaught Place  
New Delhi-110001, India**

**Attn: Sh. Sanjay Rai**

**Sub.: Preparation of "PFCCCL's Corporate Plan - 2015-2025" for PFC Consulting Limited  
(Specification No: PFCCCL/CP/2015-2025)**

- 1.0 With reference to your RFP dated ----- for **Preparation of "PFCCCL's Corporate Plan-2015-2025" for PFC Consulting Limited**, we hereby confirm that we have read and understood all the provisions of the RFP Bid Documents and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of all clauses of RFP are acceptable to us and we have not taken any deviation to any of these clauses:
- 2.0 We further confirm that any deviation to any of the clauses of the RFP Bid Documents found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to PFCCCL, failing which the Bid Security will be forfeited and the Bid will be rejected.

Date: (Signature).....  
Place: (Printed Name).....  
(Designation).....  
(Common Seal).....

**Note: The above certificate along with Bid Security is to be submitted in a separate sealed envelope to be placed inside Envelope-1 of the Bid. In the absence of this certificate in a separate sealed envelope, the bid is liable to be rejected and shall be returned unopened.**

**AUTHORISATION LETTER**

**Vice President  
PFC Consulting Limited  
First Floor, "Urjanidhi"  
1, Barakhamba Lane  
Connaught Place  
New Delhi-110001, India**

**Attn: Sh. Sanjay Rai**

I \_\_\_\_\_ certify that I am \_\_\_\_\_  
of the \_\_\_\_\_ [insert name of the company] (the Consultant) which is  
constituted under the laws of \_\_\_\_\_ and that  
\_\_\_\_\_ who has signed the tender for Preparation of "PFCC's  
Corporate Plan - 2015-2025" for PFC Consulting Limited (Specification No:  
PFCC/CP/2015-2025) is authorised to bind the organisation by authority of its  
governing body.

Date:  
Place:

Signature.....  
Full Name: .....  
Designation: .....  
Company Seal:

**Notes:**

In case of partnership firm, a Power of Attorney duly notarised nominating/authorising the authorised signatory to execute the above authorisation letter should be enclosed.

In case of company, a certified true copy of resolution passed for authorising the signatory above should be enclosed along with the copy of MoA and AoA of the company.

**Vice President  
PFC Consulting Limited  
First Floor, “Urjanidhi”  
1, Barakhamba Lane  
Connaught Place  
New Delhi-110001, India**

**Attn: Sh. Sanjay Rai**

**DETAILS OF THE PROJECT TEAM LEADER WITH RELEVANT EXPERIENCE IN NUMBER OF SIMILAR CONSULTANCY ASSIGNMENT EXECUTED BY HIM/HER DURING LAST FOUR (4) YEARS since 31<sup>st</sup> March 2010**

Sr. No.	Name	Qualification	Designation	Professional Experience In years(*) within the company and Total	Number of Relevant Experience In similar assignments executed by him/her during last four (4) years(#)

**(\*) C.V. of the Project Team Leader proposed to be deployed is to be enclosed  
 (#) Details of Clients and assignments.**

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

**Authorised Signatory.....  
 Name and title of Signatory.....  
 Name of Firm.....  
 Address.....**

**Note: The bidder may use additional sheets of like size and format, if required.**



**Vice President  
PFC Consulting Limited  
First Floor, “Urjanidhi”  
1, Barakhamba Lane  
Connaught Place  
New Delhi-110001, India**

**Attn: Sh. Sanjay Rai**

**DETAILS OF THE TEAM/RESOURCES PROPOSED TO BE ASSOCIATED FOR PERFORMING THE ASSIGNMENT AS PER REQUIREMENT DETAILED AT SECTION III OF BID DOCUMENT KEY PERSONNEL**

**We hereby confirm the details of Key Personnel suitably qualified and with relevant experience available are as under including their Curriculum Vitae (Refer Point No. 2 of Clause 7.0 a) XI) of Terms of Reference)**

<b>Sr.No.</b>	<b>Name</b>	<b>Qualification</b>	<b>Employed Full time (Yes/No)</b>	<b>Details of past experience (HR, IT, Planning, Projects, Finance)</b>	<b>Curriculum Vitae Enclosed (Yes/No)</b>

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

**Note: The bidder may use additional sheets of likes size and format, if required.**

**Authorised Signatory.....**

**Name and title of Signatory.....**

**Name of Firm.....**

**Address.....**

**Vice President  
PFC Consulting Limited  
First Floor, “Urjanidhi”  
1, Barakhamba Lane  
Connaught Place  
New Delhi-110001, India**

**Attn: Sh. Sanjay Rai**

**Structure & Composition of the Project Team proposed to be deployed**

**Note: The bidder may use additional sheets of likes size and format, if required.**

**Authorised Signatory.....**

**Name and title of Signatory.....**

**Name of Firm.....**

**Address.....**

**SCHEDULE OF COMPLETION OF ACTIVITIES**

To  
**Vice President**  
**PFC Consulting Limited**  
**First Floor, “Urjanidhi”**  
**1, Barakhamba Lane**  
**Connaught Place**  
**New Delhi-110001, India**

**Attn: Sh. Sanjay Rai**

S.No.	Item of Activity	Week-wise Program (in form of Bar Chart)														
		1 <sup>st</sup> thru' 20 <sup>nd</sup> week from the date of Letter of Award.														
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>										18t h	19t h	20t h

**Authorised Signatory.....**

**Name and title of Signatory.....**

**Name of Firm.....**

**Address.....**

**Note: The bidder may use additional sheets of likes size and format, if required.**

**ACCEPTANCE OF 'Anti-Fraud Policy'**

**Bidder's Name & Address**

**Name of RFP:**

**To,  
Vice President  
PFC Consulting Limited  
First Floor, "Urjanidhi"  
1, Barakhamba Lane  
Connaught Place  
New Delhi-110001, India**

**Attn: Sh. Sanjay Rai**

**Ladies & / or Gentlemen,**

**We have read the contents of the Fraud Prevention Policy of PFC (available at PFC website [www.pfcindia.com](http://www.pfcindia.com)) of Bid Proposal Schedule (BPS) Section-IV and undertake that we along with our associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention policy of PFC.**

**Yours faithfully,**

**Signature.....  
Name.....  
Designation.....  
Common Seal.....**

**Date:**

**Place:**

**DETAILS OF PAN and SERVICE TAX REGN.**

**Bidder's Name & Address**

**To,  
 Vice President  
 PFC Consulting Limited  
 First Floor, "Urjanidhi"  
 1, Barakhamba Lane  
 Connaught Place  
 New Delhi-110001, India  
 Attn: Sh. Sanjay Rai**

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

<b>Permanent Account Number</b>	
---------------------------------	--

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

**(b) Service Tax number:**

Our **Service Tax** is

<b>Service Tax number</b>	
---------------------------	--

**Note:** Copy of registration with upto date amendment to be enclosed.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Company Seal).....



**E) BRANCH CODE**

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

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

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

**G) 11 DIGIT IFSC CODE OF THE BANK BRANCH**

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

**H) BANK ACCOUNT NUMBER**

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

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

SAVING	CURRENT	LOAN	CASH REDIT	OTHERS
--------	---------	------	---------------	--------

**IF OTHERS, SPECIFY**

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

**5. PERMANENT ACCOUNT NUMBER (PAN)**

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

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

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

**I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected 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.

**Date**

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**SIGNATURE**

**(AUTHORISED SIGNATORY)**

**Authorisation no.: .....**

**Name:**

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**DECLARATION FOR 'NO CONVICTION FROM COURT OF LAW'**

**Vice President  
PFC Consulting Limited  
First Floor, "Urjanidhi"  
1, Barakhamba Lane  
Connaught Place  
New Delhi-110001, India**

**Attn: Sh. Sanjay Rai**

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

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation \_\_\_\_\_

Date:\_\_\_\_\_

Place:\_\_\_\_\_

Stamp \_\_\_\_\_

**DECLARATION FOR 'NO CONFLICT OF INTEREST'**

**Vice President  
PFC Consulting Limited  
First Floor, "Urjanidhi"  
1, Barakhamba Lane  
Connaught Place  
New Delhi-110001, India**

**Attn: Sh. Sanjay Rai**

**It is certified that as on date no conflict of interest exists, with any other organization, department or party(ies) with respect to the nature of workwe (the Consultant) are applying for and that during the assignment we will not undertake any assignment/work/job which may affect the interest of the Client.**

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation \_\_\_\_\_

Date:\_\_\_\_\_

Place:\_\_\_\_\_

Stamp\_\_\_\_\_

**FINANCIAL PROPOSAL**  
 (To be submitted in separate sealed Envelop)

**Bidder's Name & Address**

To

Vice President  
 PFC Consulting Limited  
 First Floor, "Urjanidhi"  
 1, Barakhamba Lane  
 Connaught Place  
 New Delhi-110001, India

Attn: Sh. Sanjay Rai

Sir,

Sub: Financial Bid for -----

I/We \_\_\_\_\_ (Name of Consultancy Firm herewith enclose my/our Financial Bid for selection of my/our firm as consultant for assisting the OWNER in Preparation of PFCCCL's Corporate Plan - 2015-2025.

The quoted price of entire scope of work is given hereunder:

Financial Bid for "Preparation of PFCCCL's Corporate Plan- 2015-2025"to the OWNER

Description	In Rs.
Total Lump-sum Price (including all expenses, taxes, duties and levies, if any <i>but excluding service tax, education cess and secondary &amp; higher education cess</i> which will be reimbursed separately)	

Total Lump-sum Price in Rs.

(in words) \_\_\_\_\_

(Price quoted should be in Indian Rupees only. Price mentioned in any other currencies will not be acceptable.)

The total lump-sum price is inclusive of fees to be payable to legal advisors or any other outsourced work as may be deemed fit by the consultant and all out of pocket expenses on

account of travel and accommodation, communication, printing, stationary, etc. No expenses on any account would be paid by OWNER relating to this transaction except the total lump-sum price quoted and accepted by the OWNER.

We further declare that the above quoted total lump- sum charges are firm and shall not be subject to any variation for the entire period of the engagement for the specified scope except for statutory variation in taxes & duties.

The offer is valid for a period upto One hundred twenty days (120) from the date of opening of Technical Bid.

Yours truly,

	Signature.....
Date:	Full Name: .....
Place:	Designation: .....
	Stamp: .....