PFC CONSULTING LIMITED

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

ELECTRONIC TENDER DOCUMENT FOR APPOINTMENT OF INSURANCE BROKER AS LENDER'S INSURANCE ADVISOR FOR POWER PROJECTS

Only for firms/organizations Empanelled by PFC Consulting Ltd. under Area Code (2k) i.e. Insurance Advisory



Corporate Office 9th Floor ('A' Wing), Statesman House Barakhamba Road, Connaught Place, New Delhi – 110 001

June 17, 2021

Ref. No.: PFCCL/PFC/LIA/21-22/13

PFC Consulting Ltd. invites E-Tenders for Appointment of Insurance Brokers as "Lender's Insurance Advisor" for Power Projects.

a)	Opening date of Tender downloading	June 17, 2021 from 19:00 hrs (IST)
b)	Submission date of E-bids	June 24, 2021 till 11:00 hrs (IST)
c)	Opening of Technical E-bids	June 24, 2021 from 12:00 hrs (IST)
d)	Opening of Financial E-bids (for	To be intimated later.
	Technically Qualified Bidder)	

Note:

Tender Notice and Tender Document are available on PFC Consulting Ltd.'s website and can be downloaded from https://www.pfcclindia.com. For bid submission, the Bidder will have to necessarily download an official online copy of the Tender Document from e-Procurement Portal https://www.mstcecommerce.com/eprochome/pfccl/buyer_login.jsp. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the PFC Consulting Ltd.'s website and said e-Procurement Portal only. Printed copy of Tender Document will not be sold from PFC Consulting Ltd.'s office.

The Bidder shall bear all costs associated with the preparation, submission/participation in the bid. PFCCL in no way is responsible or liable for any costs regardless of the conduct or outcome of the bidding process.

Note: Bidders are advised to start the registration process on the e-Procurement Portal as it may take a few days so as to avoid any delay in bid submission (upload) stage. Bidders may visit MSTC's e-procurement Portal Guidelines for vendors at https://www.mstcecommerce.com/eprochome/UserManualVendor.pdf for further details.

TABLE OF	CONTENTS
----------	----------

S. NO.	DESCRIPTION	PAGE NO.
SECTION	1: BID INVITATION LETTER	
1.0	BACKGROUND	5
2.0	SCOPE OF WORK	5
3.0	DELIVERABLES AND PAYMENT TERMS	7
4.0	QUALIFYING CRITERIA	8
5.0	CONTENTS OF TENDER DOCUMENT	9
6.0	PERIOD OF ENGAGEMENT	9
7.0	BASIS OF OFFER	9
8.0	PARTICULARS OF TEAM MEMBERS	9
9.0	SUBMISSION OF BID	10
10.0	BID OPENING AND EVALUATION OF PROPOSALS	10
11.0	VALIDITY OF BID	11
12.0	OTHER TERMS & CONDITIONS	11
SECTION	-2 : BID FORMS	
FORM 1	COVERING LETTER	15
FORM 2	EXPERIENCE OF FIRM	17
FORM 3	CURRICULAM VITAE OF TEAM MEMBERS	18
FORM 4	AUTHORISATION LETTER	19

SECTION -1 BID INVITATION LETTER

BID INVITATION LETTER

Ref No.: PFCCL/PFC/LIA/21-22/13

Date: June 17, 2021

To all the firms/organizations Empanelled with PFC Consulting Ltd. under Area Code (2k) i.e. Insurance Advisory

Sub: Appointment of "Lender's Insurance Advisor" For Power Projects

Sir,

1.0 BACKGROUND

- 1.1 PFC Consulting Ltd. (PFCCL) is a wholly owned subsidiary of Power Finance Corporation Limited (PFC). PFC is a leading financial institution in power sector and providing financial assistance in form of debt, whereas PFCCL is providing consultancy services in power sector.
- 1.2 PFCCL has received assignments from PFC "**to carry out work related to Lenders' Insurance** Advisor (LIA) for Projects financed by PFC". The names of the Companies along with the Projects and their respective status are given below:

S. No.	Company Name	Project Name	Status of Project	
	M/s Avaada	300 MW (421 MWp) Solar PV	Greenfield/ Under	
i)	Sustainable RJProject	Power Project in Bikaner District,	Construction/ Yet-to	
	Pvt. Ltd. (ASRPL)	Rajasthan	be Commissioned	
	M/s Juniper Green	Solar PV Projects of 70 MW in	Greenfield/ Under	
ii)	Field Pvt. Ltd.	Ahmednagar District & 80 MW in	Construction/ Yet-to	
	(JGFPL)	Yavatmal District in Maharashtra	be Commissioned	
	M/s Juniper Green	Solar PV Projects of 150 MW in	Greenfield/ Under	
iii)	Three Pvt. Ltd.	Surendranagar District & 40 MW	Construction/ Yet-to	
	(JGTPL)	in Ahmedabad District in Gujarat	be Commissioned	

- 1.3 Accordingly, this Tender Document is being issued by PFCCL to appoint Lenders' Insurance Advisor for above projects.
- 1.4 Bidders are invited to submit Technical Proposal and Financial Proposal in single stage two envelope systems for the appointment of the Lenders' Insurance Advisor for each project. However, Bidder(s) willing to participate in more than one project are required to submit single Technical Proposal and single Financial Proposal containing quoted fee for each project. The Scope of Work, Deliverables, Qualifying Criteria, Basis of Offer, Terms of payment and Terms and Conditions etc. are given below:

2.0 SCOPE OF WORK

The Scope of Work is broadly divided into following parts:

2.1 For Commissioned Projects

A: Due Diligence Report (DDR) on the Current Insurance program

(i) Conceptual consideration of all risks associated with the project and its operation in order to establish risk profiles taking into account –

- a) Review local insurance law and its implication for the Project;
- b) Review Loan/Finance Agreement and advise on insurance schedules and requirements;
- c) Collection and review of all relevant information
- d) Review of project contracts, indemnities and liabilities.
- (ii) Analysis of business interruption issues to review coverage of gross annual profit and indemnity period.
- (iii) Identify and advise on significant risks that are uninsurable or limited insurability or are difficult or expensive to insure in the Indian Market or in the International Market.
- (iv) Ensure that the borrower has entered into all requisite Insurance Contract(s) (including reinsurance, if any), including, inter alia, construction all risks policy, industrial all risk / mega risk policy, transit policy, advance loss of profit policies, commercial general liability insurance, workmen's compensation insurance policy etc. in respect of the Project and recommend changes in respect of the project and other assets offered as security for the Facility, during operation phase. The Insurance Contract(s) shall be suitably endorsed in favour of the Lenders.
- (v) Suggest requirement of additional/revised Insurance Policy (ies), if any.
- **(vi)** Review and audit the Insurance Policies eventually taken by the project and ensure that lenders are the loss payees.
- (vii) Certify the insurance program as complying with the loan agreement (clause wise).
- **(viii)** Formulation of the above considerations into a formal insurance program structure for operation risks including detailed cover requirements.

B: Annual Report on Operational Insurance Program -

Annual Report should inter alia include the following:

- (i) Certification that the insurance program is complying with projects requirements and Loan Agreement.
- (ii) Audit of the Borrower Company that it has obtained and kept renewed all the times the insurance covers for the Borrower's all assets duly endorsed in favor of the Lender as required by the Loan Agreement.
- (iii) Report and appropriate advice for major changes in the Insurance Law & environment at any stage which are likely to affect the project insurance plan and projections.
- (iv) Suggestions on any other requirements.
- **C:** The above Report(s) should contain complete list of Insurance Policies and other relevant documents and copies of the with the reviewed/analysed policies and documents.

2.2 For Greenfield/under construction/yet to be commissioned Projects

A: Due Diligence Report (DDR) on the Current Insurance program up to finalization of Insurance program for Construction period and Operation period

- (i) Conceptual consideration of all risks associated with the project and its operation in order to establish risk profiles taking into account
 - a) Review local insurance law and its implication for the Project;
 - b) Review Loan/Finance Agreement and advise on insurance schedules and requirements;
 - c) Collection and review of all relevant information

- d) Review of project contracts, indemnities and liabilities.
- (ii) Analysis of delay in completion and business interruption issues and its implication on profit etc.
- (iii) Identify and advise on significant risks that are uninsurable or limited insurability or are difficult or expensive to insure in the Indian Market or in the International Market.
- (iv) Suggest requirement of additional/revised Insurance Policy (ies), if any.
- **(v)** Review and audit the Insurance Policies eventually taken by the project and ensure that lenders are the loss payees.
- (vi) Certify the insurance program as complying with the loan agreement (clause wise).
- (vii) Formulation of the above considerations into a formal insurance program structure for operation risks including detailed cover requirements.

B: Annual Report on Operational Insurance Program -

Annual Report should inter alia include the following:

- (i) Certification that the insurance program is complying with projects requirements and Loan Agreement.
- (ii) Audit of the Borrower Company whether it has obtained and kept renewed all the times the insurance covers for the Borrower's all assets duly endorsed in favor of the Lender as required by the Loan Agreement.
- (iii) Report and appropriate advice for major changes in the Insurance Law & environment at any stage which are likely to affect the project insurance plan and projections.
- (iv) Suggestions on any other requirements.
- **C:** The above Report(s) should contain complete list of Insurance Policies and other relevant documents and copies of the with the reviewed/analysed policies and documents.

3.0 DELIVERABLES AND PAYMENT TERMS

3.1 **For Commissioned Projects**

The LIA is required to submit the following deliverables in line with the time schedule indicated against each deliverables. These time schedules may undergo change as may be required by PFCCL.

Sl.No.	Deliverables*	Time	% of Lump sum fee on
			acceptance
			of reports
1.	Draft Due Diligence Report and	Within 10 Days of this	20%
	Suggested Insurance Program	assignment as may be	
		asked by PFCCL.	
2.	Final Due Diligence Report and	Within 30 Days of this	10%
	Suggested Insurance Program	assignment as may be	
		asked by PFCCL.	
3.	Annual Audit Report on Insurance	Within 30 Days of end of	70%
	Plan taken by the project to be	fiscal year as may be asked	

submitted after disbursement. by PFCCL.		
---	--	--

* Complete list of Insurance Policies and other relevant documents with the copies thereof reviewed/analyzed by the LIA for preparation of the reports should be attached with all submitted reports

3.2 For Greenfield/under Construction/yet to be Commissioned Projects

The LIA is required to submit the following deliverables in line with the time schedule indicated against each deliverables. These time schedules may undergo change as may be required by Lender/PFCCL.

Sl.No.	Deliverables*	Time	% of Lump sum fee on acceptance of reports
1.	Draft Risk Review Report and Suggested Insurance Plan	Within 10 Days of this assignment as may be asked by PFCCL.	30%
2.	Final Risk Review Report & Suggested Insurance Plan	Within 30 Days of this assignment as may be asked by PFCCL.	40%
3.	Annual Audit Report on Insurance Plan taken by the project while construction phase pro rata based on the number of years of construction phase as per approved project plan	Within 30 Days of end of fiscal year as may be asked by PFCCL.	25%
4.	Annual Audit Report on Insurance Plan taken by the project while operation phase i.e. after its commercial operation date (COD)	Within 30 Days of this assignment as may be asked by PFCCL.	5%

* Complete list of Insurance Policies and other relevant documents with the copies thereof reviewed/analyzed by the LIA for preparation of the reports should be attached with all submitted reports

3.3 The selected firm shall submit the bills in duplicate to PFCCL addressed to CGM In-charge, PFCCL, indicating the stage achieved, out of the ones indicated above.

4 QUALIFYING CRITERIA

- 4.1 The Bidder should be empanelled with PFCCL in under Area Code 2(k) i.e. Insurance Advisory.
- 4.2 The Bidder should have a valid Composite Broker License and / or Direct Broker License issued by Insurance Regulatory and Development Authority of India (IRDAI) or any other such Statutory Authority of India.
- 4.3 The Bidder should submit the bid on its own and not in consortium with any other Bidder.

Page 8 of 19

4.4 The Bidder should have completed at least one assignment in the past as Lenders' Insurance Advisor or in similar capacity in Power or any other Infrastructure Sector as on the submission date of e-bid. The Bidder should submit documentary proof in support of the completed assignments in the form of a Letter of Award or proof for receipt of payment from clients or completion certificate.

5 CONTENTS OF TENDER DOCUMENT

The Tender Document contains the following documents.

Section -1	:	Bid Invitation Letter	
Section -2	•	Bid Forms	

6 PERIOD OF ENGAGEMENT

6.1 The engagement shall be till submission of the envisaged number of reports. The engagement shall expire only when series of activities as set forth in the scope of work has been completed, all deliverable have been submitted and all payments made at the end of such time period.

7 BASIS OF OFFER

- 7.1 The price offer for the each assignment should be quoted on a lump sum basis inclusive of travelling, lodging & boarding expenses, TA/DA, out of pocket expenses viz. Photostat, typing, printing etc. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST or any other applicable taxes at applicable rates, on the date(s) of payment(s) shall be paid over and above the payment due.
- 7.2 The incidentals like Tours and Travel etc. shall be arranged by the Bidder whenever outstation visits are made for Projects.
- 7.3 The firm shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the firm without any additional cost to PFCCL.
- 7.4 Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the selected bidder by PFCCL.
- 7.5 The financial proposal with condition(s) or alternate price bid will be summarily rejected.

8 PARTICULARS OF TEAM MEMBERS

The particulars of the concerned person(s) handling the assignment should be submitted in the format enclosed as Form 3.

9 SUBMISSION OF BID

9.1 The bid shall consist of two parts "**Technical Proposal**" and "**Financial Proposal**" and should be duly submitted online using the e-Procurement Portal <u>https://www.mstcecommerce.com/eprochome/pfccl/buyer_login.jsp</u> before the due date and time.

The Technical Proposal should contain:

- a) Empanelment letter with PFCCL for Area Code 2(k) i.e. Insurance Advisory.
- b) The Bidder should agree to the entire scope of work and deliverables (given in Form-1). No proposal for deviation/ part scope of work will be considered.
- c) Form-1, Form-2, and Form-3 duly filled and signed by Authorized signatory and Authority Letter as per Form-4.
- d) Copy of valid Composite Broker License and / or Direct Broker License issued by IRDAI or any other such Statutory Authority of India.
- e) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of Work Order/Letter of Award/LoI/Proof of payment in support of past experience/ completion certificate or any other representative documents etc.) to be provided in support of past experience.
- 9.2 No consortium/ sub-consulting or sub-contracting shall be allowed with/ to other and/ or individuals.
- 9.3 PFCCL may call for any clarifications/ information if required.
- 9.4 The Forms mentioned above along with relevant documents, including covering letter will form part of tender documents. Each of the above Forms and also other documents to be submitted as per the bidding documents are to be duly signed on each page and stamped as required by the authorized signatory of the bidder, which shall constitute the Bid.
- 9.5 The "FINANCIAL PROPOSAL" should contain the price offer (Total Lump Sum Price in INR for the LIA services for each project.
- 9.6 Agencies are instructed not to approach via e-mail, fax, and telephone or contact any official in PFCCL as regards to this bid after the submission of the bids, apart from communications by PFCCL in writing, and any bidder doing so shall be summarily rejected.

10 BID OPENING AND EVALUATION OF PROPOSALS

10.1 Opening of Technical Proposal

The "Technical Proposal" will be opened **on June 24, 2021 at 12:00 Hrs** in the presence of the authorized representatives of the agencies, who wish to be present.

10.2 Technical Proposal Evaluation

The Technical evaluation would establish the responsiveness of Bid with respect to the Tender Document and would be considered responsive on fulfillment of the requirement as mentioned in clauses 9.1, 9.2 and 9.3

Bid of any Bidder not meeting any or all the criteria mentioned in clauses 9.1, 9.2 and 9.3 shall be rejected outright and shall be marked non-responsive and its financial proposal will not be opened. Fulfillment of required criteria by a Bidder will be declared as Technically Qualified Bidder.

10.3 Opening of Financial Proposal

The **"Financial Proposal"** would be opened only of the Technically Qualified Bidders. The date and time of opening of Financial Proposal would be intimated to the Technically **Page 10 of 19**

Qualified Bidders separately. The Financial Proposal will be opened online, in the presence of the authorized representatives of the agencies, who wish to be present.

10.4 Financial Proposal Evaluation

The assignment will be awarded to the Technically Qualified Bidder who has quoted lowest lump sum price, in Indian Rupees, without condition(s) or alternate price bid for each Project (L1 Bidder). Conditional Financial Proposals will be rejected out rightly.

In case more than one Bidder qualifies as L1, fresh financial bid may be asked from all such LI Bidders.

11 VALIDITY OF BID

Bidders shall keep their bids /proposals valid up to 120 (One hundred Twenty) days from the date of opening of the Financial Proposals. Bidders shall further extend the validity of Bid as per the requirement of PFCCL.

12 OTHER TERMS & CONDITIONS

- 12.1 The Financial Proposal by the Lender's Insurance Advisor shall be in Indian Rupees with no escalation provision for any reason whatsoever till the completion of the Assignment.
- 12.2 The incidentals like Tours and Travel etc. shall be arranged by the Lender's Insurance Advisor whenever outstation visits are made for Projects.
- 12.3 All claims shall be raised by the selected firm as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.
- 12.4 In case there is a delay by the selected firm in accomplishing the work as per scope of work which in the opinion of PFCCL is attributable to the selected Lender's Insurance Advisor, PFCCL reserves the right to get such specific work(s) done through any other firm(s) at the risk and cost of the selected firm for timely completion of the work.
- 12.5 PFCCL with the approval of CGM In-charge cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect.
- 12.6 Given the nature of the work being entrusted, the firm would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the Lender's Insurance Advisor could be terminated.
- 12.7 If due to any reason or decision of the Govt./Lender/PFCCL, the Assignment is dropped and the firm is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the firm and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- 12.8 Standard of Performance and Secrecy: The LIA and their affiliates shall always act, in respect of any matter relating to this assignment or to the services, as faithful and prudent advisor to the Lender/PFCCL, and shall at all the times support and safeguard the Lender/PFCCL's legitimate interests in dealing with the project owners or third parties and shall ensure abidance of all the applicable standards in the industry.

- 12.9 LIA agrees to maintain a strict secrecy of the facts and figures revealed/ obtained in the course of his subjected review in regard of either the project or their promoters or of Lender/PFCCL and shall not share with third party or use elsewhere in any manner except as expected in this contract. He shall furnish an undertaking in this regard in the manner and form satisfactory to the Lender/PFCCL.
- 12.10 The LIA agree to exercise reasonable skill, care and diligence in the performance of this contract and to ensure that no direct or indirect loss/ damage/ injury occur to the property, manpower or business of the project/ company/ subsidiary/ promoters/Lender/PFCCL either by the LIA or their affiliates. If any such loss/ damage/ injury and/or expenses other than contractual one are caused due to the act, negligence, misconduct or omission of the LIA and their affiliates, to either of project, promoters or Lender/PFCCL, the same shall be indemnified to all the times.
- 12.11 In the event if Lender/PFCCL is not satisfied with the services from LIA as expected out of this assignment, the LIA shall promptly redo the deficiencies pointed out to the satisfaction of Lender/PFCCL. No additional fee will be paid by PFCCL for redoing the work. In the event of failure on the part of LIA for redoing the same, LIA agrees to the PFCCL's right to engage any other insurance agent firms for the desired job at the cost and risk of the LIA.
- 12.12 Conflict of Interest: Organizations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL's consulting business in future. Without limitation on the generality of the foregoing, organisations would not be hired, under the circumstances set forth below:

Organizations who have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organisations by whatever process, would not be engaged. A declaration to this effect would be taken from the organisation when being engaged, and if found incorrect, the organisation would be debarred from any further engagement by PFCCL ever.

- 12.13 Indemnity: The selected firm shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the selected Lender's Insurance Advisor, or its personnel.
- 12.14 No offer should be sent by Fax or E-mail.
- 12.15 Offers received after the due time and date mentioned above shall not be considered.
- 12.16 PFCCL reserve the right to accept or reject any or all Proposals/Offers or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- 12.17 PFCCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.
- 12.18 Termination: PFCCL may by giving a written notice of at least 15 days in advance, terminate this assignment on being satisfied of existence of any material breach by the other party in fulfilling its obligations pursuant to this agreement. Notwithstanding to such termination/ expiry of engagement, other party shall not be absolved of its obligations under this assignment at any time and same shall be honored within due time. Notwithstanding to such termination/ expiry of existing engagement, the LIA shall submit its last report and surrender all the documents obtained in the course of their review without any delay.

12.19 PFCCL's liability Rested: Notwithstanding to above and hereafter, the PFCCL shall not be liable for –

a) Any direct or indirect loss/ damage/ injury to the property, manpower or business of the LIA or their affiliates caused due to the act, negligence, misconduct or omission of the project authorities/ promoters/ PFCCL officials except as defined herein or by virtue of any prevalent law.

b) Any direct or indirect loss/ damage/ injury to the property, manpower or business of the project/ company/ subsidiary/ promoters/ PFC caused due to the act, negligence, misconduct or omission of the LIA and their affiliates except as defined herein or by virtue of any prevalent law.

- 12.20 Liability Period of LIA: The obligations period of the LIA under the assignment shall be of one year after termination/ expiry of the engagement.
- 12.21 Liquidated Damages: The reports as desired shall be submitted to the satisfaction of Lender/PFCCL within the timeframe stipulated in the scope of work. Any delay in above shall make liable the LIA for a deduction of liquidated damage by the PFCCL @ 0.5% of the fee of the stage of payment in question for every week of delay or part thereof subject to a maximum of 5% of total lump sum fee.
- 12.22 Force Majeure: Neither party shall be held responsible for any loss or damage or delay in failure of performance under the Letter of Award to the extent that such loss or damage or delay or failure of performance is caused by the force majeure.
- 12.23 Arbitration: PFCCL's decision in regard of this assignment shall be final and binding on all the parties. If any dispute or difference arising out of this assignment cannot be settled by mutual negotiations then it will be referred to an Arbitrator to be appointed by the PFCCL.
- 12.24 Governing Law and Jurisdiction: This assignment shall be governed by Indian Laws and Courts at New Delhi shall have the exclusive jurisdiction of the subject matter.

Yours sincerely,

For and on behalf of PFC CONSULTING LTD

(Manoj Kumar Rana) CGM In-charge

Encl.: As Above



FORM – 1: COVERING LETTER (ON THE LETTER HEAD OF THE ORGANIZATION/BIDDER)

From: Name:	To: CGM In-charge,
Designation: Address:	PFC Consulting Ltd.,
Address:	9 Floor, A Wing, Statesman House,
	Connaught Place, New Delhi – 110 001

Sir,

Sub: Appointment of "Lender's Insurance Advisor" For Power Project

1. We _____(Name of Bidder) herewith enclose Common Technical & Separate Financial Proposal for each Project for selection of our organization for providing Lender's Insurance Advisor Services For Power Project/s.

2. We are submitting our electronic bid consisting of:

- i) **Common Technical Bid** consisting of:
 - a) The empanelment letter from PFCCL under area code '2(k)' i.e. Insurance Advisory.
 - b) The Covering Letter (Form-1) in which the legal firm inter alia agrees to the entire scope of work and deliverables as proposal for deviation / part scope of work will not be considered.
 - c) Form-1, Form-2 and Form-3, duly filled and signed by Authorised signatory and authority letter as per Form-4.
 - d) Details of past experience in Technical Bid. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order/Completion certificate/ Project Report /Proof of payment/ any other relevant documents etc.) in support of past experience.
 - e) Letter of Authority in favour of the Authorised signatory submitting the Bid as per Form -4.

ii) Separate Price Offer for each Project

- 3. We declare that the quoted lump sum price is firm and shall remain valid for the entire period of the assignment. We further declare that the above quoted lump sum fee includes all taxes (excluding GST), duties & levies etc. payable by us under this assignment.
- 4. We hereby represent that we have the requisite experience, professional skills, adequate manpower and technical resources and personnel, to render the services required by the PFCCL in a timely and efficient manner.
- 5. We confirm that the prices and other terms and conditions of this proposal are valid for a period of 120 days from the date of opening of the Financial Proposal.

- 6. We declare that the services will be rendered strictly in accordance with the provisions of Tender Document. We confirm our acceptance/compliance to the `Deliverables` and `Terms of payment` clauses as stipulated in the Tender Document.
- 7. We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
- 8. We declare that the services will be rendered strictly in accordance with the scope of the work and we do not have any deviation to any of the terms and conditions of the Tender Document.
- 9. We confirm and certify that all the information / details provided in our bid are true and correct.
- 10. We give our unconditional acceptance to the Tender Document issued by PFCCL, as amended.
- 11. Further, we confirm that we agree and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the 'Tender Document'. The proposal is unconditional. The Bid will be valid 120 (One hundred twenty days) from the opening of Financial Proposal.
- 12. We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organisations/clients and also do not have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organisation by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL forever.
- 13. We certify that all the information provided in our Bid, including the information regarding the team members are true. We understand that any willful misstatement in the Bid may lead to disqualification or cancellation of award, if made or termination of assignment. We also understand that in such a case we may be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification.
- 14. Further, we undertake that in the event of our appointment as Lender's Insurance Advisor, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the organisation would be terminated.

Signature of Authorized Person

Name

Designation & Company seal

Date: Place:

FORM – 2: EXPERIENCE OF FIRM

1. Brief Description of the Firm:

2. Outline of experience on assignments:

Sl. No.	Name of Assignment with work order no. and date	Name(s) of member(s) associated with the assignment	Client	Date of Commencement	Scope in brief	Details of Tasks Completed
1						
2						
3						

1. It is hereby certified that the above mentioned details are true and correct.

2. It is hereby certified that our company has actually carried out the above mentioned work/assignments

List of documents attached:

1.

2.

Signature of Authorized Signatory

Full Name

Address

Note:

1. Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/LoI/Purchase Order/Proof of payment/Completion certificate or any other representative documents etc.

FORM – 3: CURRICULUM	VITAE FOR	EACH MEMBER	OF FIRM'S TEAM

Name: _____

Profession/ Present Designation: _____ Total post qualification experience: _____ Years with organisation: _____

Educational Qualification:

(Under this heading, summarise college/ university and other specialized education of staff member, giving names of colleges, etc. degrees obtained.)

(Please enclose attested copy of educational qualifications)

Experience:

(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments.)

Language:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor')

Certification:

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 herein may lead to disqualification of the firm.

Signature of Team member

Full Name

Date

Signature of Authorized Signatory

Full Name

Address

Page 18 of 19

FORM – 4: AUTHORISATION LETTER

(ON THE LETTER HEAD OF THE ORGANIZATION/BIDDER)

I ______ [Name] certify that I am ______ [Designation] of the Organisation, established under the Laws of India and that ______ [Authorised Signatory] who has signed the Common Technical & Separate Financial Proposal for each Project is authorized to bind the Organization by authority of its governing body.

Signature:

Full Name:

Address:

(Seal)

Date: Place:

Page 19 of 19