

**PFC CONSULTING LIMITED**  
**(A Wholly Owned Subsidiary of Power Finance Corporation Limited - A Govt. Of India Undertaking)**

**BID DOCUMENT**

**FOR**

**Appointment of Consulting Organisation for Full Assistance in Accounts & Finance functions of PFC Consulting Limited and Subsidiary Companies of PFC/PFCCL**

**(Only for firms/organizations Empanelled by PFC Consulting Ltd. vide letter 08/ORG/Empanl/Org dated 30<sup>th</sup> September, 2014 under Area Code '02 m')**



**Registered Office**  
**1<sup>st</sup> Floor, "Urjanidhi" 1, Barakhamba Lane, Connaught Place,**  
**New Delhi – 110 001**

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## LETTER INVITING PROPOSAL

(Only for firms/organizations Empanelled by PFC Consulting Ltd. vide letter 08/ORG/Empanl/Org dated 30<sup>th</sup> September, 2014 under Area Code '02 m')

Dated: \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_

**Sub: Appointment of Consulting organisation for Full Assistance in Accounts & Finance functions of PFC Consulting Limited and Subsidiary Companies of PFC/PFCCL.**

Sir/ Madam,

PFC Consulting Limited (PFCCL) was incorporated on 25.03.2008 under the Companies Act 1956 (as a wholly owned subsidiary of PFC Limited). The Certificate for Commencement of Business was obtained on 25.04.2008. PFC Consulting Ltd was incorporated with an objective to provide fee based Consultancy Services to various clients in the field of:-

- a) Resource Mobilization,
- b) Tariff and Regulatory matters,
- c) Implementation of Provisions of Electricity Act 2003,
- d) Contract, legal and commercial aspects, Energy Audit,
- e) Accounting systems for new entities,
- f) Project Appraisal,
- g) Reforms & Restructuring of SEBs
- h) Joint Venture formulation, feasibility
- i) Selection of developer(s) through tariff based Competitive Bidding Guidelines issued by Ministry of Power, Govt. of India.

The client base includes the State/Central sector power sector utilities (SPSUs/CPSUs) as well as private entities (IPPs) associated with the development of the power sector, State Electricity Regulatory Commissions and State Governments.

Turnover of PFCCL is Rs 44.70 cr for FY 2013-14 and no. of Permanent Employees are 33.

### **Subsidiaries Company**

As per the initiative and decision taken by the Ministry of Power, PFC/PFCCL has been given the responsibility to act as the Nodal Agency / Bid Process Coordinator for developing Ultra Mega Power Projects (UMPPs) and Independent Transmission System

Projects (ITPs). Special Purpose Vehicles (SPV) are incorporated/to be incorporated (as Wholly Owned Subsidiaries) for each UMPPs and ITPs, to incur all the initial expenditure and for preliminary project development activities until the transfer of the project (SPV) through competitive bidding process.

On the basis of the decisions taken in the meeting of the Ministry of Power and as approved by the Board of Directors from time to time, at present Eleven (11) SPVs for developing UMPPs in various States and Three (03) SPV for developing Independent Transmission System in various Regions have been established as wholly owned subsidiaries of PFC/PFCCL under the Companies Act, 1956. Further, the Board has also approved the proposal for incorporating another four (04) SPVs for development of ITPs. The role of these SPVs is limited to completion of major tie-ups, clearances, linkages and project reports and thereafter to conduct bid process, under the Guidelines and the Model Bidding Documents( MBDs) issued by the Ministry of Power under Section 63 of the Electricity Act, 2003.

At present, PFCCL is having responsibility of maintaining accounts of Fourteen (14) Subsidiaries Company (list enclosed) besides its own accounts, which may increase/decrease in future based on establishing new SPV for new project or transfer of the company on completion of successful bidding process. Presently accounts are maintained in Tally, salary and other employee related payments are made through in house package of PFC.

The scope of work and other details are given below:

## **1. SCOPE OF WORK**

The scope of work of the Consultant for the accounting work of PFCCL and Subsidiaries of PFC/PFCCL will be as given below:

- a. Processing of all employees claims such as Tour, Medical, Contingent, Telephone, Lease/Rent payments etc, preparation of Journal, Payment and Receipt Vouchers relating to all payments and receipts as per the rules and procedure of the PFCCL/SPVs.
- b. Preparation and Processing of Salary payments which includes various Employee Loan accounting (HBA, Conveyance Loan, Multipurpose, Education, Medical & Festival etc) requirement as per procedure of the PFC/PFCCL/SPVs and Income Tax rules.

- c. Processing of Income Tax related work of Employees/Advisors on salary, perks etc. Calculation of Monthly Income Tax payable, deduction of tax, depositing the deducted tax and filing monthly, quarterly and yearly tax returns to concerned authority and reconciliation with Annual Account. Filing of Employee/Advisors related statutory Income Tax returns and issue of TDS certificates etc as per Income Tax Act within stipulated time and assistance in carrying out tax audit and related works.
- d. Processing of all third party payments after deducting the TDS as per rules of Income Tax, D-Vat etc as per the terms of award and procedure of the PFCCL/SPVs.
- e. Processing of Income tax related work of third party payments such as deduction of tax, depositing the deducted tax and filing monthly, quarterly and yearly tax returns to concerned authority within stipulated time as per I.T. act and reconciliation with Annual Account and form 26AS. Filing of statutory returns as per income tax act and issue of TDS certificates etc.
- f. Preparation of Accounts on day to day basis, Trial Balance, Profit and Loss Accounts, and Balance Sheet of PFCCL and SPV Companies on monthly/Daily basis as per requirement. Entry and punching of vouchers in the computer system including schedules (as per the provisions of the Companies Act 2013) of PFCCL and SPV Companies.
- g. Preparation of Bank Reconciliation Statement on monthly basis etc; Data based on cost centre, Ledger scrutiny of PFCCL/SPV companies and rectifications as required on fortnightly basis and preparation of reconciliation with PFC Ltd and SPV companies., Calculation of interest for SPV companies on monthly basis
- h. Preparation of information for management as requested from time to time, preparation of information as required by various authorities from time to time and by Statutory auditors, Internal auditors and Govt. Auditors etc .
- i. Dealing with banks for day to day work and assistance in investment of surplus funds from time to time
- j. Preparation of Accounting Policies and updating thereof as per requirement;
- k. Advisory services on accounting matters i.e. compliance with applicable Accounting Standards etc. for preparation of accounts ;

- l. Assisting in implementation of ERP for accounts work as and when required.
- m. Preparation and filing of Annual Income Tax Return (as per provisions of the Income Tax Act,1961) of PFCCL and SPV Companies within stipulated time as per I.T. act;
- n. Preparation & filling of returns as per Delhi VAT Act and payment of Delhi VAT.
- o. Preparation and filing of Service Tax Return including CENVAT returns/claim as per Service tax rules within stipulated time as per service tax Act;
- p. Preparation and filing of Wealth Tax Return within stipulated time as per service tax Act;
- q. Preparation and advising on the Advance Tax payable as per the provisions of the Income Tax Act,1961 regarding Income Tax
- r. Preparation of un-audited quarterly/half yearly results and related statements thereto (as per the provisions of the Companies Act,2013) of PFCCL and SPV Companies;
- s. To facilitate and co-ordinate with Internal Auditor, Statutory Auditor and Government Auditor (C&AG), Service tax auditor etc;
- t. Assist in preparation of Board Agenda for Accounts , Internal audit and other related matters;
- u. To facilitate for submission on replies of management on Statutory Audit observations/Qualifications and submission of replies of management for Government audit para's on annual accounts; submission of reply of internal audit report etc.
- v. Providing advice and assistance in tax matters as required from time to time;
- w. To properly maintain all records of accounts including vouchers and files
- x. Any other associated work;

## **2. DELIVERABLES**

- a) Submission of Financial Statements (Monthly Trail Balance, Profit & Loss Accounts and Balance Sheet) along with Report(s) on the issues, aspects referred by PFCCL, along with analysis and recommendations thereon.
- b) Monthly Bank Reconciliation statement of all banks.
- c) Income Tax and Service Tax related all works
- d) Replies of Audit paras and other Reports.
- e) Processing of All third Party Claims
- f) Processing of all Employee related payments on day to day basis including Salary payments
- g) Preparation of various MIS as per requirement.
- h) Opinion on various issues, as may be referred.

There may be any other deliverables, which are not specifically mentioned above but may be required for proper maintenance of Accounts work. The Consultant shall have to provide such deliverables, as may be desired by PFCCL during the course of engagement. Completion of work within stipulated time is the essence of work and needs to be adhere strictly.

## **3. PERIOD OF ENGAGEMENT**

The time Period for the assignment is for 24 (Twenty four) months. This could be extended by 12 months (Maximum two times) based on satisfactory performance. Price will remain same for initial two year. An increase of 10% may be given on each extension on the basic price (i.e. original contracted price). The services rendered by consultant would be reviewed from time to time and if found unsatisfactory can be terminated by serving notice to this effect without assigning any reason. The date of termination of service will come into effect from 15 days from the date of serving of notice and payment will be made proportionately for the period of services rendered.

The period of engagement will be likely to start in the month of November 2014.

#### **4. BASIS OF OFFER**

- 4.1 The engagement is being offered on a Monthly Lump sum price in Indian rupees inclusive of all overhead / out of pocket expenses, local conveyance etc. Applicable service tax will be paid over and above the offered price at applicable rates on the date(s) of payment(s).
- 4.2 Income tax will be deducted at source, by PFCCL, as per the applicable law and rules and TDS certificate shall be issued to the selected bidder by PFCCL.

#### **5. TEAM COMPOSITION, CATEGORISATION AND TEAM STRENGTH**

- 5.1 **Identification of Composition of Team:-** The team proposed should comprise of Seven members (07) having experience and be well versed with Indian and International Accounting and Auditing Standards and practices, Indian Tax Laws, Companies Act etc. **One** member of the team should be a Chartered Accountant having experience of 15 years, **two** members of the team should be a Chartered Accountant having experience of 3 to 5 years, **one** member should be a Chartered Accountant having experience about of 2 to 3 years and **three** members with minimum graduation qualification having working experience in the field.
- 5.2 **Deployment of Team: -** Minimum **two** Chartered Accountants and **three** accountant/ assistant shall be deployed on regular basis for performing & completion of day to day assigned work which is to be carried out at PFCCL office or at work place of consultant, if required.
- 5.3 There may be requirement of putting additional staff based on volume of work at the time of audit of accounts, quarterly & half yearly results, TDS/Service tax returns & income tax returns etc. the firm is required to depute additional staff as per requirement, so that the work can be completed in time.
- 5.4 After award of the work, change in team composition can be made at any stage with the approval of Head of Accounts of PFCCL or on request of Head of Accounts of PFCCL, if so required, in the interest of the assignment.

#### **6. PRESENTATION**

The intending bidders would send a letter to PFCCL expressing their interest to make a presentation for the assignment. Accordingly, the bidder would be intimated a time slot to make a presentation on the assignment.

The intending bidders would make a presentation in PFCCL Office **on October 20, 2014 starting from 11:00 hrs (IST) onwards.**

The intending bidder would submit a hard copy of the presentation duly signed by authorized signatory on each page at the time of presentation.

The presentation by the organisation should highlight its capability and strength as well as of the team proposed in context of the assignment intended to be bid for.

#### 6.1. PRESENTATION EVALUATION

The presentation and interaction will normally be of 15-20 minutes duration for each Bidder.

The presentation by the organisation should highlight its strength as well as that of the team proposed for ascertaining the strength of the firm as well as the team members and application of the experience in the context of present assignment.

At least 3 members of proposed team and Team leader for the assignment should be present during the presentation.

The presentation will be evaluated on the basis of the quality of presentation and interactions with the presenter and the other team members. The above will be with the intention of assessing the extent of knowledge and exposure in the areas relevant to the assignment. The evaluation of presentation will be made on following requirement:

Sl.No.	Particulars	Marks allocated
1	Presentation focusing on extent and depth of domain knowledge in Accounts and Taxation area relevant to the assignment being bid for and assignment undertaken in the last five year from the last date of submission of bid.	50
2.	Performance during presentation to explain the extent and depth of the knowledge of the bidder with respect to the requirement of assignment being bid for	30
3	Presentation skills of the team.	20

In order to qualify the technical proposal to be opened and evaluated, the bidder should score at least **70 marks** overall. The Bidder should score at least 60% marks in each of the above table Sl.No. (1) to (3).The bidders qualifying **at the presentation stage would be informed on the same day after the presentation.**

The Technical and Financial proposal of the non-qualified bidders at presentation stage will be returned to the bidder's representative present after the declaration of the presentation evaluation results on the same day. In case the bidder's representative is not available, the technical and financial proposal will be returned through courier/speed post and any loss/damage/non receipt of documents will be the responsibility of the bidder.

## **7. SUBMISSION OF BID**

- 7.1 The bid shall consist of two parts i.e. **“Technical Proposal”** and **“Financial Proposal”**. The "Technical Proposal" and "Financial Proposal" must be submitted in two separate sealed envelopes as detailed below:

The **First envelope** sealed and marked as **"TECHNICAL PROPOSAL to Appointment of consulting organisation for Full Assistance in the Accounts & Finance functions of PFC Consulting Limited and Subsidiary Companies of PFC/PFCCL.**

- a) From ----- (Name of the Bidder) should contain Form No. -1, Form No-2, Form No-3, Form No-4 and Form No-5, i.e. Covering Letter, Experience of bidding Organisation, Composition of the team and the team leader, Curriculum vitae for each member of bidder's team and Authorisation letter respectively. This envelope should not contain any cost/price information, whatsoever.

The **Second envelope** sealed and marked as **“FINANCIAL PROPOSAL to Appointment of Consulting organisation for Full Assistance in the Accounts & Finance functions of PFC Consulting Limited and Subsidiary Companies of PFC/PFCCL.**

- b) from ----- (Name of the Bidder) should contain the lump sum price quoted as per Form No-6.

The Forms mentioned in clause 7.1(a) above along with relevant documents, including covering letter will form part of bid 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 authorised representative of the bidder, which shall constitute the bid.

- 7.2 The **First envelope** sealed and marked as "TECHNICAL PROPOSAL" and the **Second envelope** sealed and marked as "FINANCIAL PROPOSAL" both shall be submitted together in a **Sealed Cover** marked as "**Technical and Financial Proposal**" on the cover with **superscription i.e. Name of the Package, Bidders Name & Address.**
- 7.3 The Bid consisting of Technical Proposal and Financial Proposal in sealed envelopes mentioned at 7.1 & 7.2 shall be submitted on or before **October 20, 2014 at 10:30 hrs. (IST)** in PFCCL Office at First Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001 in the office of

<b>Sh. Manish Agrawal,</b> <b>Manager</b> PFC Consulting Limited, 1st Floor, Urjanidhi, 1,Barakhamba Lane, Connaught Place, <b>New Delhi -110 001</b> <b>Tel No: 011-23456133</b>	<b>OR</b>	<b>Sh. Narendra Kumar Agrawal,</b> <b>Dy. Manager</b> PFC Consulting Limited, 1st Floor, Urjanidhi, 1,Barakhamba Lane, Connaught Place, <b>New Delhi -110 001</b> <b>Tel No: 011-23456120</b>
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**Any offer received beyond the stipulated date & time, or received through Fax, Courier, post or e-mail, will not be accepted for consideration. All part(s)/page(s) of the bid should be in original and signed by blue ink.**

However, the bid shall be accepted for consideration only from those who qualify at the Presentation Stage.

- 7.4 Bidders 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 responding to communications by PFCCL in writing) and any bidder doing so will be summarily rejected.

## **8. TENTATIVE SCHEDULE OF THE BID PROCESS:**

The tentative schedule of the bid process will be as given below:

- (i) Submission of Technical and Financial Bid: D
- (ii) Technical Bid Opening: D+1 Days
- (iii) Financial Bid Opening: D+10 Days

## **9. OPENING AND EVALUATION OF TECHNICAL PROPOSAL**

### **9.1 Opening of technical proposal**

The **sealed cover marked as "Technical and Financial Proposal"** for qualified bidders at presentation stage would be opened. The **First Envelope -Technical Proposal** will be opened in the presence of the authorized representatives of the bidders, who wish to be present.

The date, venue and time for opening of the Technical & Financial Proposal envelope will be intimated to the bidders who have qualified at presentation stage.

### **9.2 Responsiveness Check**

The bidder should meet:

- i) The Bidder should be empanelled by PFCCL under Area Code '02 m'.
- ii) The Technical Proposal should contain Form-1, Form-2, Form-3 and Form-4 duly filled and signed by authorised signatory and authority letter as per Form-5.
- iii) The Bidder should agree to the entire scope of work and deliverables. No proposal for part scope of work will be considered.
- iv) The Bidder should submit a Letter of Authority in favour of the authorised signatory submitting the Bid as per Form -5.
- v) No consortium/ sub-consulting or sub-contracting shall be allowed with/ to other organisations and/ or individuals
- vi) There should be no deviations from any or all the contents of the bidding documents or conditional or alternate bids.

Bid of any organisation not meeting any of the above criteria, shall be rejected outright.

### **9.3 Technical Proposal Evaluation**

The bids which are found responsive as per clause 9.2 above shall be technically evaluated as follows:

#### **9.3.1 Evaluation of Experience**

The bidder's relevant experience in the past years (from FY 2009-10) onwards including the current Financial Year till the date of issue of the tender) will be

considered. Experience of the bidders would be evaluated on the following basis:

- i) Undertaken/assisted in assignments of preparation of computerised accounts of companies: **30 Marks**
- ii) Undertaken audit work of Public Sector Undertakings and Nationalised Banks : **20 marks**
- iii) Carried out assignment of preparation of accounting manual/internal audit manual of Public Sector Undertaking: **10 marks**
- iv) Age of organisation: **10 Marks**
- v) Number of CA/ICWA Partners (in Delhi/NCR): **10 Marks**
- vi) Turnover from the FY 2009-10 , (Best of three) : **10 marks**
- vii) No. of CA(s)/ICWA(s) Employees in Delhi/NCR : **10 marks**

*Documentary evidence, like i) Client's certificate or ii) Copies of Lol/LoA/Purchase Order or iii) Completion Certificate or Proof of payment, will have to be submitted in support of past experience. Last 5 (Five) year experience from FY 2009-10 to the bid dead line will be considered for evaluation (only for sl.no. i to iii), iv) copy of organisations registration v) certificate of qualifications and partners details as per ICAI vi) copy of balance sheet, ITR for last five years vii) certified copy of list of CA(s) employees in Delhi/NCR.*

PFCCL reserves the right to seek clarifications during the evaluation process of the Technical proposal.

**The Bidder obtaining 70 marks or more would be regarded as technically qualified Bidder and considered for opening of "Financial Proposal". The detailed Technical evaluation criteria is enclosed at Annexure-A in the document.**

## **10. OPENING AND EVALUATION OF FINANCIAL PROPOSAL**

### **10.1. Financial Proposal Opening**

The second envelope marked as "Financial Proposal" would be opened only for the technically qualified bidders. The date, time and venue of opening of the "Financial Proposal" of the technically qualified bidders will be intimated along with qualifications of the technically qualified bidders. The Financial Proposal will be opened in the presence of the authorized representatives of the bidders, who wish to be present.

### **10.2. Financial Proposal Evaluation**

Financial Proposals of only such bidders will be opened who have been declared Technically Qualified. Financial Proposal of other Bidders will be returned unopened.

The Consultancy assignment will be awarded to the Bidder who has the lowest quoted Price, in Indian Rupees (INR). In the event of a tie in financial bid, higher marks, in the technical bid evaluation and in presentation, in that order, would be the deciding factor.

The financial bid with condition(s) or alternate price bid will be summarily rejected.

## **11. CONTRACT AGREEMENT**

In the event of award, the selected bidder (“**Consultant**”) will be required to enter in to a Contract Agreement with the PFCCL within 10 (ten) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL.

- 11.1 Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the Consultant from Delhi State.
- 11.2 The Agreement will be signed in two originals and the consultant shall be provided with one signed original Agreement.
- 11.3 The date of execution of the contract agreement in no case shall impact the date of start or completion period of the work.
- 11.4 Till the time a ‘Contract Agreement’ is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.

## **12. VALIDITY OF BID**

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

## **13. CONSULTANCY FEES/ TERMS OF PAYMENT:**

100% monthly lump sum payment along with service tax within 15 days of submission of Bills to PFCCL in the subsequent month on satisfactory completion of work. The Consultant shall submit the bills in duplicate to PFCCL.

The price offer shall be for the assignment as per Form-6 and shall remain fixed throughout the period of contract. Quoted price will be on lump sum basis inclusive of taxes and duties, all travel, and stay, out of pocket expenses, cost of producing

documents etc. and PFCCL will not be required to pay and/or reimburse anything over and above the price quoted. However, the applicable Service tax shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s). In the event of an award of contract, Income tax at source will be deducted by PFCCL as per law and Tax Deduction at Source certificate shall be issued to the consultant by PFCCL.

#### **14. OTHER TERMS & CONDITIONS**

- a) The financial proposal by the bidders shall be in Indian Rupees as per format enclosed (Form 6) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- b) All claims shall be raised by the Consultant 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.
- c) In case of tours and travels made beyond NCR Limits and undertaken with prior consent / requirement of PFCCL, the biller would be reimbursed To & Fro journey fare, Accommodation expenses, Dearness Allowance and local conveyance at the destination limited to maximum of the entitlements of Asst. Manager level in PFCCL and AVP level for partners on production of documentary evidences / proof(s) of the expenditure incurred. PFCCL would be the sole authority to decide on the number of the member(s) to undertake the tours. PFCCL reserves the right to make tour and travel arrangements on its own. Anything in addition to the above is to be made only with the specific approval of CEO, PFCCL.

No claim for journey fare/accommodation expenses/Local Conveyance for travel within NCR limits will be admissible, in case the Consultant is based in NCR of Delhi

No claim for journey fare/accommodation expenses/Local Conveyance for travel from the organisation's office to PFCCL headquarter at New Delhi will be admissible, in case the Consultant is based outside NCR of Delhi

- d) In case the performance of the proposed team member(s) is not satisfactory, the Consultant will be asked to change/replace the team member(s) within three (03) days of receipt of such request from PFCCL with a member acceptable to PFCCL.
- e) Any change in the list of key personnel submitted with the bid shall be made only with the prior approval of Head of Accounts, PFCCL or as may be requested by Head of Accounts, PFCCL.
- f) PFCCL with the approval of CEO can cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her

performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect.

- g) Given the nature of the work being entrusted, the organisation 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 organisation could be terminated.
- h) There shall be 'No Negotiations' on the rates quoted by the bidder.
- i) **Conflict of Interest**: Organisations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organisations/ 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:  
Organisations who have close family relationship with a professional staff of PFCCL or PFC, who are directly involved in any part of (a) the preparation of the scope of work, ToR for the consultancy work (b) the selection process for the organisation or (c) the supervision of scope of work of the organisation, may not be offered a contract, unless the conflict stemming from the relationship has been resolved in a manner acceptable to PFCCL or PFC as the case may be throughout the selection process and the execution of the contract.
- j) The Consultant 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 Consultant, or the Consultant's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance
- k) No offer should be sent by Fax or E-mail or courier.
- l) Offers received in the designated office after the due time and date mentioned above shall not be considered.
- m) PFCCL reserve the right to accept or reject any or all Proposals/Offer or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- n) 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.

Yours sincerely,

**FOR and on behalf of PFC CONSULTING LTD**

**VP (Accounts)**

Encl.: As Above

## FORM – 1: COVERING LETTER

From:	To:
Name:	VP(Accounts)
Designation:	PFC Consulting Ltd.,
Address:	First Floor, Urjanidhi,
	1, Barakhamba Lane,
	Connaught Place, New Delhi – 110 001

Sir,

**Sub: Appointment of Consulting organisation for Full Assistance in Accounts & Finance functions of PFC Consulting Limited and Subsidiary Companies of PFC/PFCCL**

We \_\_\_\_\_ (Name of consulting organization) herewith enclose Technical proposal for selection of our organisation as Consultant for full Assistance in the Accounts & Finance functions of PFC Consulting Limited and Subsidiary Companies of PFC/PFCCL.

We give our unconditional acceptance to the Bid Documents issued by PFCCL, (as amended if any). We shall execute the Contract Agreement as per the provisions of the Bid Document.

**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 'Bid Document'. The proposal is unconditional.

We confirm that the prices and other terms and conditions of this proposal are valid for a period of 120 (One hundred twenty) days from Bid due date.

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.

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 contract. We also understand that in such a case we may be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification.

Further, we undertake that in the event of our appointment as consultant, 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.

Yours truly,

(Signature)  
(Full Name)

## FORM – 2: EXPERIENCE OF ORGANISATION

### 1. Brief Description of the Organisation:

Year of Incorporation:

Total no. of years of experience of organisation:

No. of CA/ICWA Partners (In Delhi/NCR):

Turnover of the Organisation (From F.Y 2009-10, Best of Three)

No. of CA(s)/ICWA(s) employees (in Delhi/NCR)

### 2. Outline of experience on assignment (Separate format should be used for each area (a to d) as mentioned below:

- Experience of Preparation of computerised Accounts of Companies
- Experience of audit of Public Sector Undertakings and Nationalised Banks
- Experience of Preparation of Accounting Manual/Internal Audit Manual of Public Sector Undertakings
- Experience of processing of vouchers of Employees and third party payments.

Note: Details of Company(ies) who's assignments were/are undertaken such as paid up Equity Capital and number of Employees of the Company(ies) may be mentioned.

S.No.	Name of Assignment	Name and Address of Client	Date of Commencement	Date of Completion	Scope in brief	Nature of proof of document provided & also page no
1						
2						
3						

(Signature of Authorised Signatory)

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Note: 1. *Documentary evidence, like i) Client's certificate or ii) Copies of Lol/LoA/Purchase Order or iii) Completion Certificate or Proof of payment, will have to be submitted in support of past experience. **Last 5 (Five) year experience from FY 2009-10 to the bid due date will be considered for evaluation (only for sl.no. i to iii),** iv) copy of organisations registration v) certificate of qualifications and partners details as per ICAI vi) copy of balance sheet, ITR for last Five years vii) certified copy of list of CA(s) employees in Delhi/NCR. In case of non submission of documents, the Bid will be rejected.*

2. *Bidder has to submit enterprise information with respect to the micro, small and medium enterprise development Act 2006, in the format at **Annexure B***

**FORM – 3: COMPOSITION OF TEAM AND THE TEAM LEADER TO BE DEPLOYED**

	Name	Qualification	Experience in Years	Brief description of the experience
1*				
2.				
3.				
4.				
5.				
6.				
7.				

***\* First name should be of Team Leader***

Signature of Authorized Signatory

Full Name

Address

## FORM – 4: CURRICULUM VITAE FOR EACH MEMBER OF CONSULTANT’S TEAM

Name: \_\_\_\_\_

Profession/ Present Designation: \_\_\_\_\_

Total post qualification experience: \_\_\_\_\_ Years with organisation:  
\_\_\_\_\_

Educational Qualification: \_\_\_\_\_

Name of Educational Institute \_\_\_\_\_

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

*(Please enclose copy of educational qualifications & experience)*

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 wilful misstatement described herein may lead to disqualification of the organisation.

Signature of Team member

Full Name

Date

Signature of Authorised  
Signatory

Full Name

Date

## FORM – 5: AUTHORISATION LETTER

I \_\_\_\_\_ certify that I am \_\_\_\_\_ of the Organisation,  
organised under the laws of \_\_\_\_\_ and that  
\_\_\_\_\_ who signed the above Proposal is authorised to bind the  
organisation by authority of its governing body.

Signature:

Full Name:

Address:

(Seal)

## FORM – 6: SCHEDULE OF PRICE BID

**Sub: Appointment of consulting organisation for Full Assistance in Accounts & Finance functions of PFC Consulting Limited and Subsidiary Companies of PFC/PFCCL**

I/We \_\_\_\_\_ on behalf of \_\_\_\_\_ (Name of the consultancy organisation) herewith submit the Financial Proposal for selection of our organisation as consultant for assisting PFCCL in Accounts, Financial & Other related aspects.

### SCHEDULE OF PRICE BID

(To be submitted as Financial Proposal in Second Envelope)

Scope of Work	<b><u>Monthly Lump Sum Amount (In Rupees)</u></b> <b><u>excluding Service Tax</u></b>	
	In figures	In words
<b>Appointment of Consulting organisation for Full Assistance in Accounts &amp; Finance functions of PFC Consulting Limited and Subsidiary Companies of PFC/PFCCL</b>		

Note:

1. The Bidders shall quote monthly lump sum price for Consultancy assignment. Applicable service tax shall be paid over and above the offered price at applicable rates on the date(s) of payment(s). In case of any discrepancy between figures and words, words will prevail.
2. The prices shall remain FIRM with no escalation under any circumstances for any reason whatsoever for the period of engagement.
3. The price offer for the Assignment should be on a monthly basis (Travelling expenses will be reimbursed separately for tours made beyond NCR Limits) inclusive of all taxes and duties etc as may be applicable. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, service tax, if any, and educational-cess or any such tax/levy calculated as a percentage of the service tax at applicable rates, on the date(s) of payment(s) shall be paid over and above the bid price.

4. In addition to the monthly price, the Consultant would be reimbursed for the tours undertaken in connection with the Assignment as per the terms and conditions.
5. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the consultant by PFCCL.
6. In case of tours and travels made beyond NCR Limits and undertaken with prior consent / requirement of PFCCL, the biller would be reimbursed To & Fro journey fare, Accommodation expenses, Dearness Allowance and local conveyance at the destination limited to maximum of the entitlements of Asst. Manager level in PFCCL on production of documentary evidences / proof(s) of the expenditure incurred. PFCCL would be the sole authority to decide on the number of the member(s) to undertake the tours. PFCCL reserves the right to make tour and travel arrangements on its own. Anything in addition to the above is to be made only with the specific approval of CEO, PFCCL.

No claim for journey fare/accommodation expenses/Local Conveyance for travel within NCR limits will be admissible, in case the Consultant is based in NCR of Delhi.

No claim for journey fare/accommodation expenses/Local Conveyance for travel from the organisation's office to PFCCL headquarter at New Delhi will be admissible, in case the Consultant is based outside NCR of Delhi.

7. In case of more than one bidder at L1 price, the Assignment will be offered to the bidder quoting L1 price and obtaining the highest marks in the technical evaluation.
8. The financial proposal with condition(s) or alternate price bid will be summarily rejected.

Signature of Authorized Signatory

Full Name

Address



## **FORMAT FOR CONTRACT AGREEMENT**

(To be on non-judicial stamp paper of Rs 100/- applicable to Delhi)

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made on \_\_\_\_\_ between PFC Consulting Ltd. (PFCCL) having its Registered office at First Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001 (hereinafter called the "Client") of the one part and \_\_\_\_\_ having its Registered/Corporate office at \_\_\_\_\_ (hereinafter called the "Consultant") which expression shall include its successors, executors, permitted assigns) of the other part.

### **WHEREAS**

- (A) the Client intends to appoint a consultant for Full Assistance in the Finance & Account functions of PFC Consulting Limited and Subsidiary Companies of PFC/PFCCL
- (B) the Client has appointed M/s \_\_\_\_\_ as Consultant for assisting Ministry of Power as per Letter of Invitation of Bid (Appendix A), Price Offer of the Consultant as accepted by the Client (Appendix B) and Letter of Award (Appendix C) for the successful execution of the Assignment;
- (C) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

### **1. GENERAL PROVISIONS**

#### **1.1. Definitions**

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) "Contract" means this Contract together with all Appendices/ Attachments;
- (c) "Effective Date" means the date on which this Contract comes into force
- (d) "Personnel" means persons hired by the Consultant as employees/individual retainer(s) and assigned to the performance of the Services or any part thereof
- (e) "Party" means the Client or the Consultant, as the case may be and Parties

- collectively;
- (f) "Assignment" means to full Assistance in the Accounts & Finance function of PFC Consulting Limited and Subsidiary Companies of PFC/PFCCL
  - (g) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Assignment, as described in Appendix C hereto;
  - (h) "Starting Date" means the date referred to in Clause 2.2 hereof; and
  - (i) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Consultant.

## **1.2. Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of personnel performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **1.4. Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.5. Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

## **1.6. Notices**

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

**For the Client:**

-----  
**PFC Consulting Ltd.**  
**First Floor, Urjanidhi**  
**1, Barakhamba Lane**  
**Connaught Place**  
**New Delhi-110 001**  
**Telefax : 011-23456111,23456170**

**For the Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.6.2 Notice, except the notice for requisitioning of services (which will be eight hours from the call made by Client), will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, twenty four (24) hours on delivery;
- (b) in the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.6.3 Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

**1.7. Location**

The Services shall be performed at Delhi or at such location required by the Client, hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**1.8. Authorised Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) on behalf of the Client by ----- or his designated representative;
- (b) on behalf of the Consultants by \_\_\_\_\_ or his designated representative.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1. Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants confirming that the Contract has been accepted by the Client.

### **2.2. Commencement of Services:**

The Consultants shall begin carrying out the Services as per the scope of work laid down in the letter of award not later than the Effective Date, or on such later date as the Parties may agree in writing.

### **2.3. Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

### **2.4. Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### **2.5. Force Majeure:**

#### **i. Definition**

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance or its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include:

- (1) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor
- (2) Any event which a diligent Party could reasonably have been expected to both
  - I. take into account at the time of the conclusion of this Contract, and
  - II. avoid or overcome in the carrying out of its obligations hereunder.
- (c) The Consultant shall not be paid/reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

## **ii. No Breach of Contract**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

## **iii. Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove his inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

## **iv. Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or because of delays in providing data/input/ decisions by the Client to the Consultant.

## **v. Consultation**

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.6. Suspension**

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

### **2.7. Termination**

#### **2.7.1 By the Client**

The Client may, by not less than thirty (30) days' written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause 2.7.1, terminate this Contract:

- (a) if the Client comes to the knowledge that Consultant has misrepresented or had concealed the facts in the bid getting the award.
- (b) if the Client comes to the knowledge that Consultant has willfully misstated the facts in the bid, the Client has right to debar the Consultant for future assignments with PFCCL for a period of maximum three years.
- (c) if the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (d) if the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (e) if the Consultants fail to comply with any final decision reached as a result of

proceedings pursuant to Clause 8 hereof;

- (f) if the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know or discover during the course of assignment to be false;
- (g) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (h) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### **2.7.2 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses 2.7 hereof, or upon expiration of this Contract pursuant to Clause 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration,
- (b) the obligation of confidentiality set forth in Clause 3.2 hereof,
- (c) any right which a Party may have under the Applicable Law.

#### **2.7.3 Cessation of Services**

Upon termination of this Contract by notice to pursuant to Clauses 2.7 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

#### **2.7.4 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7 hereof except due to false submission/misrepresentation of facts, the Client shall make the following payments to the Consultant:

Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination in the sole discretion of the Client.

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1. General**

##### **3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted consulting standards recognised by professional bodies, and shall observe sound management methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

##### **3.1.2 Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that all Personnel of the Consultants, comply with the Applicable Law.

#### **3.2 Conflict of Interest**

The Consultant shall hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

#### **3.3 Benefit from Commissions, Discounts etc.**

Payment to the Consultant shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel shall not receive any such additional benefits.

#### **3.4 Confidentiality**

The Consultant, and their Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any information relating to the Assignment, the Services performed under this contract, this Contract or the Client's business or operations to any third party interacted with during the period of providing services without the prior written consent of the Client.

### **3.5 Prohibition of Conflicting Activities**

The Consultant shall not engage Sub-Consultants, and shall cause their Personnel as well as their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

### **3.6 Insurance to be Taken Out by the Consultant**

The Consultants shall take out and maintain at their own cost insurance coverage against the risks of their personnel and properties relating to this assignment.

### **3.7 Liability of the Consultant**

The Consultant shall be liable to the Client for the performance of the Services in accordance with the provisions of this Contract 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 Consultants 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's Personnel; 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.

### **3.8 Indemnification of the Client by the Consultants**

The Consultant shall keep the Client, 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 the Client 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 Consultant, or the Consultant's Personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

### **3.9 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents as per the Letter of Award (Appendix C), in the form, in the numbers and within the time periods desired by the Client, including any supporting data required by the Client.

### **3.10 Documents Prepared by the Consultants to Be the Property of the Client**

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

## **4 CONSULTANT'S PERSONNEL**

4.1 The Consultants shall employ/engage and provide such Personnel as are indicated in the Offer of the Consultant as accepted by Client against the terms of the letter of invitation of bids to carry out the Services.

### **4.2 Removals and/or Replacement of Personnel**

4.2.1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications, and relevant experience for the particular position.

4.2.2 If the Client:

- (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) has 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 therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

4.2.3 The new personnel provided as a replacement shall be governed by the same terms and conditions of employment as the replaced personnel.

4.2.4 The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

- 4.3 Any other personnel of Consultant (including trainees, apprentices etc.) may be allowed to work/ tour with the team with the prior approval of the Client but no claims for their effort/ tours would be admissible.
- 4.4 The augmentation of the team strength/change in members would have to be made within 7 calendar days of an instruction to this effect from the Client. The inclusion of additional members/ any change in existing members would have to be approved by the Client.

## **5 OBLIGATIONS OF THE CLIENT**

### **5.1 Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

## **6 PAYMENTS TO THE CONSULTANT**

### **6.1 Payment Terms**

- a) The Consultant shall have to deploy the team as per requirement of the Client. All such requisition shall be made by Head of Accounts of the Client.
- b) 100% monthly lump sum payment along with service tax within 15 days of submission of Bills to PFCCL in the following month on satisfactory completion of work. The Consultant shall submit the bills in duplicate to PFCCL.
- c) All payments would be claimed by the Consultant from the Client after being due, and would be accepted for payment by VP (Accounts) of the Client or any other official authorised by CEO of the Client , as per the terms and conditions and based on satisfactory progress and quality of the work in his sole discretion.
- d) In case of tours and travels made beyond NCR Limits and undertaken with prior consent / requirement of PFCCL, the biller would be reimbursed To & Fro journey fare, Accommodation expenses, Dearness Allowance and local conveyance at the destination limited to maximum of the entitlements of Asst. Manager level in PFCCL on production of documentary evidences / proof(s) of the expenditure incurred. PFCCL would be the sole authority to decide on the number of the member(s) to undertake the tours. PFCCL reserves the right to make tour and travel arrangements on its own. Anything in addition to the above is to be made only with the specific approval of CEO, PFCCL.

No claim for journey fare/accommodation expenses/Local Conveyance for travel within NCR limits will be admissible, in case the Consultant is based in NCR of Delhi

No claim for journey fare/accommodation expenses/Local Conveyance for travel from the organisation's office to PFCCL headquarter at New Delhi will be admissible, in case the Consultant is based in outside NCR of Delhi

- e) The fee would be inclusive of all taxes and duties etc as may be applicable. No escalation for any reason whatsoever shall be allowed over and above the lump sum price. However, service tax, if any, and educational-cess or any such tax/levy as related to as a percentage of the service tax at applicable rates, on the date(s) of payment(s) shall be paid over and above the bid price. Income tax at source will be deducted by Client as per the applicable law and regulation and TDS certificate shall be issued to the Consultant by Client.

## **7 FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **8 SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

## 8.2 Settlement through a Committee

Any dispute between the Parties/matters arising pursuant to this Contract which cannot be settled amicably will be decided by the Committee constituted by CEO of the Client.

## 9 JURISDICTION AND APPLICABLE LAW

This agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts/Tribunals at Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF PFC Consulting Limited

By

Authorized Representative

FOR AND ON BEHALF OF \_\_\_\_\_

By \_\_\_\_\_

Authorized Representative

## **LIST OF APPENDICES ALONG WITH THE CONTRACT AGREEMENT**

- A - Letter of Invitation of Bid
- B - Price Offer of the Consultant as accepted by the Client
- C - Letter of Award to the Consultant

**List of Subsidiary Companies of PFC/PFCCL at present for UMPPs/ITPs**

1. Chhattisgarh Surguja Power Limited
2. Coastal Karnataka Power Limited
3. Coastal Maharashtra Mega Power Limited
4. Orissa Integrated Power Limited
5. Coastal Tamil Nadu Power Limited
6. Sakthigopal Integrated Power company Limited
7. Ghogarpalli Integrated Power company Limited
8. Tatiya Andhra Mega Power Limited
9. Deoghar Mega Power Limited.
10. Odisha Infrapower Limited
11. Cheyyur Infra Limited
12. DGEN Transmission Company Limited
13. Darbhanga Motihari Transmission Company Limited
14. Tanda Transmission Company Limited

**Evaluation of Technical Proposal: Allocation of Marks**

<b>Technical Evaluation</b>	<b>Max. Marks</b>	<b>Award of Marks</b>	<b>Marks Allocated</b>
Undertaken/assisted in assignment of preparation of computerized Accounts of Companies	30	3 or more	30
		2	25
		1	15
#Undertaken audit work of Public Sector Undertaking and /or Nationalised Banks	20	6 Audits or more	20 *
		2 Audits	10
		< 2 Audits	0
Carried out assignment of preparation of accounting manual/internal audit manual of Public Sector Undertaking	10	1 assignment	10
Experience of Organisation (Age of organisation)	10	>= 25 years	10 *
		=<15 years	5
		< 10 years	0
No. of CA/ICWA Partners (In Delhi/NCR)	10	>= 7	10 *
		>= 2	2
		< 2	0
Turnover	10	>=75 lacs	10 *
		<25	0
No. of CA/ICWA employee (In Delhi/NCR)	10	>= 7	10 *
		>= 2	2
		< 2	0
<b>Total</b>	<b>100</b>		<b>100</b>

# Audit of bank branch of any bank will be treated as one audit.

**Enterprise's information with respect to the Micro, Small and Medium Enterprises Development Act, 2006**

PFC Consulting Ltd.,  
First Floor, Urjanidhi,  
1, Barakhamba Lane,  
Connaught Place, New Delhi – 110 001

**Sub: Enterprise's information with respect to the Micro, Small and Medium Enterprises Development Act, 2006**

Dear Sir/Madam,

As per the MSMED Act, enterprises engaged in the manufacture /production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Co-operative society, Partnership firms, undertaking or any other legal entity.

The definition of Micro, Small and Medium enterprises is given below:

**Classification of enterprises engaged in:**

- a) manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as**

<b>Nature of enterprise</b>	<b>Investment in plant &amp; machinery (#)</b>
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- b) providing or rendering services**

<b>Nature of enterprise</b>	<b>Investment in equipment</b>
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

*(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded*

(I) Based on the investment criterion mentioned above,

“We confirm that we are a micro / small / medium enterprise under the MSMED Act 2006.” *(Please strike off whichever status is not applicable)*

(II) Further, with respect to micro and small enterprises, the MSMED Act defines the term ‘Supplier’ as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

Based on the definition mentioned above, We confirm that

\_\_\_\_\_“We are a supplier within the definition of section 2(n) of the MSMED Act (Yes/No).” \*

Thanking you,

Yours faithfully,

**For**

Authorised signatory

Date:

\* If the response to the above is ‘**Yes**’, please provide us a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.