

Power Finance Corporation Limited

(RDSS Unit)

Expression of Interest (EoI) / Consent for Additional Empanelment for Training of Senior Management Officials of DISCOMs under RDSS

1. Background

Power Finance Corporation Limited (PFC), under the Revamped Distribution Sector Scheme (RDSS) of the Ministry of Power (MoP), is implementing capacity building programmes for power distribution utility personnel across India.

For the Senior Management training component (Residential for 5 days), PFC has already completed a competitive bidding process through GeM, pursuant to which a per participant per day rate of ₹19,423.73 (excluding GST) has been discovered and an institute has been empanelled under a Request for Empanelment (RfE) approved by the Competent Authority.

2. Purpose of this EoI / Consent

In order to augment training capacity and ensure timely completion of approved training targets under RDSS, PFC proposes to additionally empanel premier management institutes, without reopening price discovery or modifying the approved framework.

Accordingly, this EoI is issued solely to seek consent/willingness from eligible institutes to conduct the training programme in accordance with the existing approved RfE and at the already discovered rate.

3. Eligibility

This EoI is being issued to Management Institutes ranked within the Top 10 of NIRF (Management Category) and Indian institutes in Financial Times Global MBA top 100 list, consistently during the last three years i.e 2025,2024 and 2023.

4. Key Conditions

- The per participant per day rate for the programme shall be ₹19,423.73 (excluding GST).
- The scope of work, programme structure, duration, deliverables, eligibility conditions, commercial terms, and contractual provisions shall be exactly the same as stipulated in the existing RfE. (RfE is attached with this EoI)
- No deviation, relaxation, or modification in any term or condition of the approved RfE shall be permitted.
- This EoI does not constitute a tender and does not involve price discovery or negotiation.

5. Mandatory Declaration and Consent

Interested institutes are required to submit their consent on their official letterhead, duly signed by the authorised signatory, along with the following mandatory declaration within 15 working days from the date of publishing this EoI:

Declaration

We hereby confirm that we have carefully read and understood the Request for Empanelment (RfE) issued by Power Finance Corporation Limited for training of Senior Management officials of DISCOMs under RDSS, as approved by the Competent Authority.

We unconditionally agree to comply with all terms and conditions of the said RfE, including the scope of work, programme structure, deliverables, General Conditions of Contract, Integrity Pact, payment terms, performance security provisions, and liquidated damages clauses, without seeking any change, deviation, or relaxation whatsoever.

We further confirm our willingness to conduct the training programmes at the discovered rate of ₹19,423.73 (Rupees Nineteen Thousand Four Hundred Twenty-Three and Paise Seventy-Three only) per participant per day, excluding GST, and strictly in accordance with the approved RfE framework.

We understand that this consent is sought only for the purpose of additional empanelment and that submission of this consent does not confer any automatic right to award of work, which shall be subject to allocation by PFC as per requirements.

(Authorized Signatory)

Name:

Designation:

Institute:

Date:

Seal:

The signed consent/declaration may be submitted via speed post/email to:

Dy. General Manager (HRD) RDSS

Power Finance Corporation Ltd., (PFC)

Urjanidhi Building, #1, Barakhamba Road

Connaught Place, New Delhi – 110001

e-mail: cb_rdss@pfcindia.com

It may be note that:

- Institutes conveying their acceptance may be considered for empanelment, in addition to the existing empanelled institute, subject to the evaluation criteria as may be determined by PFC, and deemed appropriate.
- Allocation of programmes and participants will be done by RDSS unit, PFC in line with its requirements.
- RDSS Unit, PFC reserves the right to accept or reject any or all consents without assigning reasons.



RFE

Request for Empanelment of Training Institute (Bidder)s for Capacity Building Programs for Senior Management level of Discom employees under Revamped Distribution Sector Scheme (RDSS) of MoP, Gol.

New Developments and Advance Technology in Power Distribution Sector

(ONLY THROUGH E-TENDERING MODE)

**REQUEST FOR EMPANELMENT (RFE) No. PFC/RDSS/ 2025-26/CB/Program SM
(THROUGH GeM Portal)**

Date of issue of RFE	As per GeM Portal
Last date for submission of Bid	As per GeM Portal
Date of opening of Technical Bid	As per GeM Portal

Power Finance Corporation Limited

(A Govt. of India Undertaking)

Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001

Telephone: 011-23456108/23456631; Website: www.pfcindia.com

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INVITATION TO BID

Ref. No. PFC/RDSS/ 2025-26/CB/Program SM

1. Power Finance Corporation Ltd. intends to invite e-bids for “**Request for Empanelment of Training Institute (Bidder)s for Capacity Building Programs for ‘Senior Management level’ Discom employees under Revamped Distribution Sector Scheme of MoP, GoI**” for the **5 days residential program ‘New Developments and Advance Technology in Power Distribution Sector**
2. In case of any discrepancy (ies) between this request for empanelment (RFE) and GEM portal provisions (including Terms and Conditions), the RFE provisions (including Terms and Conditions) shall prevail.
3. Interested bidders may obtain further information from the office of Power Finance Corporation Limited, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001, India.
4. Mode of Tendering – Through a Single Stage Two Part bidding process in e-tendering mode in Government e-Marketing (GeM) Portal (The bidder mandatorily needs to register in GeM portal in advance for participation in the RfE).
5. Bids shall be received up to **the timeline** mentioned in the GeM Portal. The time-table for bid process is as follows:

Issue/Publication of RFE on GeM	As per GeM Portal
Last date for queries / seeking clarification	As per GeM Portal
Date of Pre-Bid Meeting	As per GeM Portal
Last Date of availability of RFE on GeM	As per GeM Portal
Last Date & Time for receipt of Bid on GeM	As per GeM Portal
Date & Time of Opening of Technical Bids on GeM portal	As per GeM Portal
Place of submission of Bids	Completed bids shall be uploaded on Government e-Marketing (GeM) Portal
Place of Opening of Bids	GeM Portal
Address for communication	General Manager (RDSS), Power Finance Corporation Limited, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001, India Tel: 011-23456108/23456631 Email ID: cb_rdss@pfcindia.com

Independent External Monitor	As per information available at https://pfcindia.com/ensite/Home/VS/10263
Duration of Assignment	From the date of issue of the Letter of Award (LoA) till 31 st March 2026. However, if the RDSS sunset date is extended or the scheme is subsumed, the contract period shall be suitably extended, if need be.
Bid Validity Period	180 days from the date of opening of technical bids. Further, date shall be extended as per the requirement

The bid is to be submitted through GeM Portal for participation in the e-tendering process before the last date & time for receipt of bid as mentioned in GeM Portal failing which bidder will not be able to submit their bid.

6. Summary of the program:

Title	New Developments and Advance Technology in Power Distribution Sector
Duration	5 days
Type	Residential
Participants level	Senior Management level officials of DISCOMs - (MD/CMD, Director and CE - incl. DCE, ACE or equivalent level)

7. Minimum Qualifying Requirements: Bidder has to meet the following minimum qualifying requirements, and provide satisfactory evidence in support, failing which their bid shall be rejected:

- i. **Ranking:** The institute ranking as per National Institute Ranking Framework (NIRF) shall be consistently under top 10 under the management category for the past 3 ranking periods i.e., NIRF ranking for the year 2024, 2023 and 2022
OR
The institute ranking as per Financial Times Global MBA shall be consistently under top 100 for the past 3 ranking periods i.e. FT ranking for the year 2024, 2023 and 2022
- ii. **Experience:** The institute must have delivered a minimum of 25 trainings programs for senior management¹ in Government or corporate sectors covering at least 500 participants during last five calendar years (i.e. calendar years 2020 to 2024).
- iii. **Faculty:** The Institute must have a minimum of 10 faculty members having relevant

¹ For public sector it will be Chairman and Managing Director (CMD), Managing Director (MD), Directors, and Chief Engineers, General Managers and for private sector it will be the Chairman, CXOs, board of directors,VP, General Managers

- experience in training senior management officials in power/energy sector for delivering the training program.
- a. A minimum of 5 such proposed faculty members for the training program should be on-roll/in-house faculty of the institute for at least last 2 years
 - b. The proposed faculty members for the training program should comprise at least 3 subject matter experts with relevant national and international experience
- iv. **Training Facilities:** The institute must be well-equipped with fully functional training facility to house both in-person and online trainings and accommodate at least 30 members – air-conditioned conference / training room with high-quality audio-visual systems and internet connection with a minimum speed of 100 Mbps to facilitate online participants / trainers.
 - v. **Accommodation Facilities:** The Institute must have its own accommodation facilities within its campus for delivering residential programs with well-maintained air-conditioned facilities for lodging and boarding of at least 30 participants on single occupancy basis for 5 to 7 days.
 - vi. The institute must not be blacklisted/ debarred/ suspended/banned by any Ministry/ department of state or central government/PSU at the time of submission of bid.
8. All Technical and Financial Bids must be submitted at the GeM portal.
 9. Interested bidders may seek clarifications on the RFE, if any, from General Manager (RDSS), Power Finance Corporation Limited, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001, India. (Tel: 011-23456108/23456631, Email: cb_rdss@pfcindia.com). Bidders are advised to visit the PFC's website (www.pfcindia.com) on regular basis for any amendments, update, clarifications etc.
 10. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/summarily rejected.
 11. No further discussion/ interface will be granted to bidders whose bids have been disqualified. Power Finance Corporation Limited reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.

No. PFC/RDSS/ 2025-26/CB/Program SM

Subject: “Request for Empanelment of Training Institute (Bidder)s for Capacity Building Programs for “Senior Management level” Discom employees under Revamped Distribution Sector Scheme of MoP, Gol” for the Program *New Developments and Advance Technology in Power Distribution Sector*

Dear Sir / Madam,

Power Finance Corporation Ltd., a Govt. of India Undertaking under the Administrative Control of Ministry of Power invites e-bids for “**Request for Empanelment of Training Institute (Bidder)s for Capacity Building Programs for “Senior Management level” Discom employees under Revamped Distribution Sector Scheme of MoP, Gol” for 5 days residential program ‘*New Developments and Advance Technology in Power Distribution Sector*’** through GeM Portal.

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

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

Note :

Due Date & Time of Submission of Bid : As per GeM portal

Opening Date & Time of Technical Bid : As per GeM portal

Thanking you,

Yours faithfully,
Sd/-
(Prashant Moundekar)
GM (RDSS)

SECTION-I PREFACE

PFC on behalf of Ministry of Power invites proposals from the eligible reputed training institutions/ organizations (hereinafter “interested institutes” or “bidders”) for empanelment with PFC for delivery of training of “Senior Management level” Discom employees under RDSS with the conditions and in the manner prescribed in this document.

Interested institutes are advised to study this document carefully before submitting their proposals in response to the RFE (Request for Empanelment). Submission of a proposal in response to this RFE shall be deemed to have been conducted after careful study and examination of this document with full understanding of its terms, conditions and implications.

In line with the Scope of work as detailed in the Bid Documents, comprising of the following:

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

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

Bidders are requested to note that no deviation, whatsoever, is permitted by PFC to any of the provisions of the Bid Documents and that the bid shall comply with all the requirements of the Bid Documents. Bidders are further requested to submit their offers as per requisite formats provided in the Bid Documents.

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

1.0 Revamped Distribution Sector Scheme (RDSS) :

The MoP vide Office Memorandum dated 20th July 2021, has approved Revamped Distribution Sector Scheme (RDSS), a Reforms-based and Results-linked Scheme with an outlay of Rs.3,03,758 crore over five years period from FY 2021-22 to FY 2025-26 with the objective to improve the quality, reliability, and affordability of power supply to consumers through a financially sustainable and operationally efficient distribution sector. The Scheme aims to reduce the AT&C losses to Pan-India levels of 12-15% and the ACS-ARR gap [(the gap between the Average Cost of Supply (ACS) and the Average Revenue Required (ARR)] to zero by 2024-25 by improving the operational efficiencies and financial sustainability of all DISCOMs/Power Departments excluding Private Sector DISCOMs.

DISCOMs/Power Departments would be able to access funds under the Scheme for Pre-paid Smart Metering, System Metering and Distribution infrastructure works for loss reduction and modernization. The financial assistance for Distribution infrastructure works under the Scheme would be subject to meeting pre-qualifying criteria as well as upon achievement of basic minimum benchmarks by the DISCOM and evaluated based on based on Action plans, duly approved by the State cabinet and agreed by the Monitoring Committee of RDSS with suggested modifications.

The Scheme provides for annual appraisal of the DISCOM performance against pre-defined and agreed-upon performance trajectories including AT&C losses, ACS-ARR gaps, infrastructure upgrade performance, consumer services, hours of supply, corporate governance, etc. DISCOMs have to score a minimum of 60% of marks and clear minimum pre-qualifying requirements with respect to certain parameters to be able to be eligible for funding against the Scheme in that year.

Implementation of the Scheme would lead to consumer empowerment by way of prepaid Smart metering to be implemented in Totex mode and leveraging Artificial Intelligence to analyze data generated through IT/OT devices including System Meters, prepaid Smart meters to prepare system-generated energy accounting reports every month to enable DISCOMs to take informed decisions on loss reduction, demand forecasting, Time of Day (ToD) tariff, Renewable Energy (RE) Integration and for other predictive analysis.

The Scheme has a major focus on improving electricity supply for the farmers through the separation of agriculture feeders and for providing daytime electricity to them by convergence with the Pradhan Mantri Kisan Urja Suraksha Evam Utthan Mahabhiyan (PM-KUSUM) Scheme for solarisation of agriculture feeders.

All North-Eastern States including Sikkim and States/Union Territories of Jammu & Kashmir, Ladakh, Himachal Pradesh, Uttarakhand, Andaman & Nicobar Islands, and Lakshadweep will be treated as Special Category States.

DISCOMs have already prepared its Action plan for strengthening its Distribution system and improving its performance by way of various reform measures, which would result in improvement in their operational efficiency and financial viability as well as improve the

quality and reliability of power supply to the consumers. Works that are required for AT&C loss reduction would be given priority

2.0 Components of the RDSS Scheme:

The Scheme has the following components-

2.1 Part A:

Component-I: Metering

- 2.1.1 Prepaid smart meters for all consumers, Distribution Transformers (DTs) and Feeders along with associated Advanced Metering Infrastructure (AMI) and Information & Communication Technology (ICT) including Artificial Intelligence (AI), Machine Learning (ML), etc.-based solutions for the power sector.
- 2.1.2 The DPR for prepaid smart metering are prepared DISCOM-wise to cover consumer and system metering at Feeder and DT level including operation and maintenance for a period as mentioned in the SBD.
- 2.1.3 The work shall be executed in Total Expenditure (TOTEX) mode through Public Private Partnership (PPP). A single agency will be contracted which will make expenses under 'Design, Build, Fund, Own, Operate & Transfer' (DBFOOT).
- 2.1.4 Feeder and DT-level automated online energy accounting systems shall also be put in place for accurate measurement of Line Losses. The Existing non-communicable DT meters shall also be replaced with communicable meters and integrated with AMI.

Component II: Distribution Infrastructure Works

2.1.5 Loss Reduction Works:

- Segregation of the Agricultural/Mix feeders,
- New Feeders, Feeder bifurcation,
- Reconductoring and replacement of conductors, which are old/frayed
- Armored/Aerial bunched Cables (ABC) or High Voltage Distribution System (HVDS) in high-loss areas.
- Installation of Capacitor Banks
- IT/OT works
- Disaster Resilient Infrastructure Works: UG Cabling & AB Cable in disaster-prone areas
- Any other works required for loss reduction

2.1.6 Modernization and System Augmentation

- New Power Substation, augmentation of Power Sub-station
- New HT lines to improve the quality of the supply
- Renovation works (excluding routine O&M works)

- DTR Substations and augmentation of DTRs
- LT Line,
- Under-ground cabling works,
- Supervisory Control and Data Acquisition (SCADA) System, and Distribution Management System (DMS) in urban areas:
 - SCADA/DMS in 100 towns (approximate) with the eligibility of towns having population > =1 Lakhs in special category states and towns having population > = 2.75 Lakhs in other states as per Census 2011 data, as well as all Capital/DISCOM HQ towns, if not covered earlier.
 - Basic SCADA in 3,875 towns based on district-wise or Circle-wise common control centers in all other statutory towns.
 - Any other work required for system strengthening

2.1.7 The sanction of DPR for Modernization and release of grant for both loss reduction works (other than the advance for DPR for Loss Reduction) and the modernization works will be based on the DISCOM meeting the prequalifying criteria and achieving the specified marks in the Result Evaluation Matrix (REM).

▪ **Component III- Project Management:**

2.1.8 Each DISCOM needs to appoint Project Management Agencies (PMA) for Project Formulation and Project Management. The scope of the PMA may include the preparation of an Action Plan, Detailed Project Report (DPR), Bidding documents, award of work, monitoring, Quality Assurance, material inspection, results evaluation, and any other related works.

2.2 Part B:

Training, Capacity Building, and other Enabling & Supporting Activities like Nodal Agency fee, communication plan, publicity, consumer awareness, consumer survey and other associated measures like third-party evaluation etc., up-gradation of Smart Grid Knowledge Centre, awards, and recognitions etc.

PFC Limited (PFC) and REC Limited (REC) have been designated as the Nodal Agency for RDSS scheme. The States and Union Territories have been allocated between both organizations (Nodal agencies)

SECTION-II INSTRUCTIONS TO BIDDERS

2.1 Invitation of Bids

The Power Finance Corporation Limited, New Delhi, intends to receive bids for **“Request for Empanelment of Training Institute (Bidder)s for Capacity Building Programs for “Senior Management level” Discom employees under Revamped Distribution Sector Scheme of MoP, Gol” for 5 days residential program ‘New Developments and Advance Technology in Power Distribution Sector’** and invites online bids from bidders. Bid shall be prepared and submitted in accordance with the specifications and requirements as set forth in this RFE document only.

2.2 Single Stage Two Part Bidding

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

2.3 Submission of Bids (ONLINE ONLY)

(a) Technical Bid

- A. Technical Bid has to be submitted in ONLINE MODE in the prescribed format through GeM Portal only. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. The Bid shall comprise the following:
 - (i) Bid Forms as per the prescribed Proforma (Section IX).
 - (ii) The complete information as required in Section-IV “Qualifying Requirements”.
 - a) The Bidders are required to submit certificate of incorporation as evidence of registration in India.
 - b) All the documentary evidence in support of satisfying the qualifying requirements.
 - (iii) Copy of PAN No. and Goods and Services Tax Registration No.
 - (iv) The bidder must attest the original tender document with authorized signature and stamp as an acceptance of the TENDER terms and

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

- (v) Any other technical details / data sheets / literature etc. required to be submitted by the Training Institute (Bidder) as contained in the RFE.

(b) Financial Bid

- (i) Financial bid has to be submitted ONLINE ONLY through GeM Portal.
- (ii) The financial proposal by the bidders shall be in Indian Rupees with no escalation provision for any reason whatsoever till the completion of the Assignment.
- (iii) The bid should be for a minimum of Re. 1 and in multiples thereof. No Zero price bid will be accepted.
- (iv) This part shall contain only Financial Bid. It may be noted that the financial bid shall contain only price without any conditions whatsoever or any other information. Any conditions given in this part shall cause the Bid to be rejected.
- (v) Financial bid should clearly indicate the price to be charged (inclusive of GST) as per Section-V of the RFE document.
- (vi) It may be noted that PFC will be opening the financial bids of only those bidders who qualify technical evaluation.
- (vii) The financial bid should be unconditional.

2.4 Delivery of Bids

- (a) The Bids complete in all respects should be submitted within the due date and time ONLINE through GeM Portal.
- (b) Bids received through FAX or e-mail shall not be accepted.

2.5 Signature on Bids

- (a) The Bidder shall complete all the procedure and format of the bid through GeM portal
- (b) The bid must contain the name, registered office and place of business of the person or persons making the bid and must be signed and sealed by the authorized signatory (ies) on all the pages as per the requirement of GeM. The names of all persons signing must also be typed or printed below the signature.
- (c) Bids must be signed by the authorized signatory who shall be Chairman/ Managing Director, or any other person(s) authorized to bid on behalf of such Company in the matter.
- (d) Authorization letter/Board Resolution in favor of the person signing on behalf of the bidder as per the requirement in Form-1(A) shall be furnished with the bid.

- (e) The bidder's name stated on the bid shall be the exact legal name of the company/firm.
- (f) Bid not conforming the above requirement of signing may be disqualified.

2.6 Deadline for Submission of Bids

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

2.7 Late Bids

Any bid received by PFC after the date fixed or extended for submission of bids prescribed by PFC, will be rejected, and/or returned unopened to the bidder. Any request for accepting late submitted bid shall not be entertained by PFC. Bidders are to ensure that their bids are submitted before fixed date & time to avoid disqualification of bid. As price bid shall be opened through e-bidding process, bidders are requested to plan accordingly to avoid crisis of technical snag at last moment.

2.8 Modification and Withdrawal of Bids

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

2.9 Tender Clarification prior to bid submission

Queries received on or before the last date for queries / seeking clarification (as mentioned in the Invitation to Bid) at the email id (**cb_rdss@pfcindia.com**) may be deliberated upon and clarifications shall be issued as below:

- a. Any Clarifications / Corrigendum / Addendums etc. will be posted on PFC website viz. <https://pfcindia.com/> and/or GeM Portal and no individual communication will be sent. Posting on the website would be deemed as PFC having communicated to all prospective Bidders.

b. The Clarifications / Corrigendum/ Addendums etc. thus communicated will form an integral part of the Tender Document and succeed the relevant clauses for future reference.

c. Any irrelevant / ambiguous/ mischievous/ hampering public procurement etc. clarification as determined by PFC at its sole discretion will not be entertained and may not be clarified and/or deliberated upon. No representation in this regard in any manner and/or form shall be entertained, and such Bidder may be considered by PFC for debarment from bidding process for this/ all tenders and/or for limited and/or indefinite period.

2.10 Clarification of Bids

- a) During evaluation of the bids, PFC may at its discretion, ask the Bidder for clarification of its bid. The Bidder has to submit the clarification as desired by PFC within the specified time period. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- b) No Bidder shall contact PFC on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the PFC, it should be done in writing.
- c) Any effort by a Bidder to influence PFC in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and PFC will declare the firm ineligible, for a stated period of time from participation in future RFPs/tenders of PFC.
- d) Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

2.11 Bid Security

In lieu of Bid Security, a declaration shall be submitted by the bidders. In the below mentioned cases, the bidder will be liable to be suspended for a period of 3 years period for participating in PFC tenders from the date of notification without any notice or proof of damage to PFC ("Invocation of Bid Security"):-

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

(d) in case of any default or breach of terms of the Bid Document.

2.12 Period of validity of Bid

- (a) Bid shall remain valid upto 180 days from the date of opening of technical bids. A bid valid for a shorter period will be considered by PFC as non-responsive.

- (b) In exceptional circumstances, PFC may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A bidder accepting the request will not be required or permitted to modify its bid.

2.13 Language of Bids

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

2.14 Understanding of RFE

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

2.15 No Deviations

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

2.16 Period of Engagement

- a) The engagement shall be till March 2026 from the Effective Date of the

Contract. However, if the RDSS scheme sunset date is extended or subsumed, the contract period shall be suitably extended, if required.

- b) **The bidder shall submit the minimum number of participants they can train within 31st March 2026, without fail.** Any inability to train the submitted number will result in invocation of Contract Performance Bank Guarantee to the extent of value of work not completed.

2.17 Price Basis

The price offer for the Assignment should be quoted on a Rate in INR (per participant). The rate should be all inclusive covering all the requirements as per the scope of work and inclusive of GST. The price offer must be submitted in the format as mentioned in RFE.

No escalation for any reason whatsoever shall be allowed over and above the bid price nor shall any variation be allowed.

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

2.18 Corrigendum

At any time before the last date of submission of bids, PFC may, for any reason, whether at its own initiative or in response to a clarification requested Training Institute (Bidder) (Bidder), modify the RFE document. Any Clarifications / Corrigendum / Addendums/Amendment etc. will be posted on PFC website viz. <https://pfcindia.com/> and/or GeM portal and no individual communication will be sent. Posting on the website would be deemed as PFC having communicated to all prospective Bidders. The Clarifications / Corrigendum/ Addendums etc. thus communicated will form an integral part of the TENDER/RFE document and succeed the relevant clauses for future reference. The amendment will be intimated to all the Training Institute (Bidder)s and will be binding on them, and they will give due consideration to the same, while they submit their Bids, and would invariably enclose documents/ information, as required, on account of the amendment, as a part of the bid. PFC may, at its discretion, extend the deadline for the submission of bids.

2.19 Integrity Pact

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

2.20 Cost and expenses of Bidding

The bidder shall bear all costs and expenses of any nature associated with the

preparation and submission of its bid including post bid discussions, presentations, etc., and PFC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.21 Settlement of Disputes:

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

2.22 Other Terms and Conditions

- (a) The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders.
- (b) The Bidder shall not divulge either their Bid(s) or any other exclusive details of PFC to any other party.
- (c) PFC can decide to extend, reschedule or cancel any Bid. If any changes are made by PFC after the first posting and the Bidder continues to access such changes are posted on the website of PFC/ GeM portal after that time, it shall be presumed that the bidder has accepted the changes.
- (d) PFC shall not be responsible for any damages, including damages that result from, but are not limited to negligence. PFC will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- (e) The bidder has to complete all the formalities in advance with the service provider designated by PFC for the subject auction process.
- (f) PFC reserve the right to verify/confirm all original documentary evidence submitted by the bidder in support of above-mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by PFC shall result in summarily rejection of the bid.
- (g) Engagement with PFC does not confer any right to the agencies to be invited for participating in any bids, tender etc. floated by PFC. PFC reserves the right to call bids/assign work/associate the agency/agencies in any area as may be deemed fit by PFC and requirement of assignment.
- (h) PFC reserves the right to accept or reject any or all requests for engagement without assigning any reason or to accept in part and engage more than one agency at its sole discretion.
- (i) Acceptance of the Bid/application(s) constitutes no form of commitment on the part of PFC. Furthermore, this acceptance of the Bid/application confers neither the right nor an expectation on any Bid/application to participate in the proposed project.
- (j) PFC reserves the right to waive off any short falls; accept the whole, accept part

of or reject any or all responses to the Tender.

- (k) PFC reserves the right to call for fresh tenders at any stage and /or time as per the present and/or envisaged PFC requirements even if the tender is in evaluation stage.
- (l) PFC reserves their right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
- (m) The bidder shall bear all costs associated with the preparation and submission of its response, and PFC will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender process.

2.23 Empanelment Criteria

- (a) PFC will empanel the successful Training Institute (Bidder)s, whose bids have been determined to be substantially responsive. PFC shall be the sole judge in this regard.
- (b) Prior to the expiration of the period of bid validity and extended validity period, if any, PFC will notify the successful Bidder in writing by e-mail/registered letter/ courier, that its bid has been accepted. The notification of empanelment will constitute the formation of the Contract.

2.24 Letter of Empanelment

PFC will send the successful Training Institute (Bidder)s the Letter of Empanelment, incorporating all agreements between the parties (as applicable). Within 15 days of receipt of the Letter of Empanelment, the successful Bidders shall sign with stamp for unconditional acceptance and date the same and return it to PFC. Empanelment of Training Institute (Bidder)s does not guarantee the award or allocation of training programs. The allocation will be done by PFC subsequently, based on the requirement of the scheme.

2.25 Transferability of Invitation for Bid & Bid Documents

The Bid documents are made available by PFC in its company's website. The same can be downloaded for the purpose of preparatory works. However, the bidders are requested to use the authenticated bid documents available on GeM for submitting their bids.

- (a) Bidders shall sign and seal all the pages of the bid document along with the Bid Proposal Sheets and submit the same at the time of submitting bid.
- (b) Pre bid meeting with the prospective bidders is scheduled online as per the details given in GeM portal. All prospective bidders are requested to attend the online pre-bid meeting. All queries must be submitted by the prospective bidders in writing on or before **the pre-bid date**. The link for the pre-bid meeting shall be shared subsequently on PFC website/GeM tender document.

2.26 Litigation History

The Training Institute (Bidder) in their technical bid should provide detailed information on any litigation or arbitration arising out of contracts completed or

under execution by it for the last 5 years. A consistent history involving litigation against the bidder may result in the rejection of the Bid. The bidder should not have been blacklisted by any Central Government or Central PSUs.

Further, the Bidder undertakes and declares that there are no orders, decrees, judgements from any domestic or foreign court, tribunal, or Government Authority against the Firm or Agency in relation to any litigation, arbitration, action, suit, investigation, claim, complaint, or other proceedings. Additionally, the Firm and its personal are not involved in any Corrupt Practices, Fraudulent Practices, or Collusive Practices pertaining to the Firm or Agency's business and operations.

2.27 Local Conditions

It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. PFC shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by PFC. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by PFC, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.

2.28 Contract Performance Bank Guarantee

Within **15 days** of allocation of training programs, the successful Bidder shall furnish the Contract Performance Bank Guarantee in accordance with the General conditions of the Contract (GCC).

The Contract Performance Bank Guarantee shall be renewed/ extended by the successful Training Institute (Bidder) before [15 (fifteen) days] of its expiry, failing which PFC shall have the right to invoke the Contract Performance Guarantee without any notice to the successful Training Institute (Bidder).

2.29 Disclaimer

(a) "This Request for Empanelment (RfE) has been prepared by the POWER FINANCE CORPORATION LIMITED (PFCL) for "Empanelment of Training Institute (Bidder)s for Capacity Building Programs for "Senior Management level" Discoms employees under Revamped Distribution Sector Scheme of MoP, GoI."

(b) Though adequate care has been taken while preparing the RfE documents, the Training Institute (Bidder) shall satisfy itself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Training Institute (Bidder) within seven (7) days

from the date of issuance of Bid Documents, it shall be considered that the Bid Documents are complete in all respects and has been received by the Training Institute (Bidder).

- (c) All information submitted in response to the RfE become the property of PFC and PFC does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.

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

SECTION-III BID INFORMATION

3.1	Name of the assignment	Request for Empanelment of Training Institute (Bidder)s for Capacity Building Programs for “Senior Management level” Discoms employees under Revamped Distribution Sector Scheme of MoP, Gol for the 5-days residential program ‘New Developments and Advance Technology in Power Distribution Sector’
3.2	Name of the Client	Power Finance Corporation Limited (A Govt. of India Undertaking) on behalf of Ministry of Power
3.3	Bid security / earnest money deposit (EMD)	Nil
3.4	Issue/Publication of RFE on GeM	As mentioned on GeM Portal Bid Page
3.5	Last date for queries / seeking clarification	As mentioned on GeM Portal Bid Page
3.6	Date of Pre-Bid Meeting	As mentioned on GeM Portal Bid Page
3.7	Last Date of availability of RFE on GeM	As mentioned on GeM Portal Bid Page
3.8	Last date & time of receipt of bids (on GeM)	As mentioned on GeM Portal Bid Page
3.9	Evaluation Process	The institutes which fulfil the qualification criteria will be considered for evaluation. The evaluation will be done in two parts i.e., technical, and financial. Both technical and financial parts will be scored at a scale of 100. Bidders whose technical score is below 50 shall be rejected and no further evaluation will be carried out. The Financial Bids of only those bidders whose technical score is 50 or more shall be opened. After the scoring for both the parts is completed, the evaluation will be done as per the QCBS approach as stated in Section-V of this RfE
3.10	Date & time of opening of technical bids on GeM Portal	As mentioned on GeM Portal Bid Page
3.11	Place of submission of Bids	Completed bids to be uploaded on GeM Portal
3.12	Place of opening of bids	GeM Portal
3.13	Address for communication	General Manager (RDSS), First Floor, Power Finance Corporation Ltd., “Urjanidhi”, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001, India. Phone: 011-23456108 Email: cb_rdss@pfcindia.com

3.14	Bid validity period	Up to 180 days from the date of opening of Technical Bid
3.15	Bid Forms & Annexures (Section-IX)	<ul style="list-style-type: none"> • Technical Bid – FORM-1 • Letter of Authority – FORM-1(A) • Bid Security Declaration – FORM-1(B)(i) • Checklist for Bank Guarantee verification by bidder – FORM-1(B)(ii) • Proforma of Bank Guarantee For Contract Performance Bank Guarantee –FORM-1(B)(iii) • Form for Extension of Bank Guarantee – FORM-1(B)(iv) • Bidder’s Acceptance of Conditions of RFE – FORM-1(C) • Acceptance of Anti-Fraud Policy - FORM-1(D) • Details of PAN & Service Tax Registration – FORM(E) • Declaration for No Conviction from Court of Law – FORM-1(F) • Declaration for No Conflict of Interest – FORM-1(G) • EFT Form – FORM-1(H) • Pre-Bid Integrity Pact- FORM-1(I) • Annexure I to V
3.17	Independent External Monitor	As per information available at https://pfcindia.com/ensite/Home/VS/10263

SECTION-IV QUALIFYING REQUIREMENTS

PFC invites bids from bidders who fulfils the following minimum qualifying requirements and provides satisfactory evidence in support of the same:

Qualifying Requirements for Bidder:

Interested Training Institute (Bidder)s must fulfil the following criteria to qualify for the evaluation stage.

1. **Minimum Qualifying Requirements:** Bidder has to meet the following minimum qualifying requirements, and provide satisfactory evidence in support, failing which their bid shall be rejected:
 - i. **Ranking:** The institute ranking as per National Institute Ranking Framework (NIRF) shall be consistently under top 10 under the management category for the past 3 ranking periods i.e., NIRF ranking for the year 2024, 2023 and 2022
OR
The institute ranking as per Financial Times Global MBA shall be consistently under top 100 for the past 3 ranking periods i.e. FT ranking for the year 2024, 2023 and 2022
 - ii. **Experience:** The institute must have delivered a minimum of 25 trainings programs for senior management² in Government or corporate sectors covering at least 500 participants during last five calendar years (i.e. calendar years 2020 to 2024).
 - iii. **Faculty:** The Institute must have a minimum of 10 faculty members having relevant experience in training senior management officials in power/energy sector for delivering the training program.
 - c. A minimum of 5 such proposed faculty members for the training program should be on-roll/in-house faculty of the institute for at least last 2 years
 - d. The proposed faculty members for the training program should comprise at least 3 subject matter experts with relevant national and international experience
 - iv. **Training Facilities:** The institute must be well-equipped with fully functional training facility to house both in-person and online trainings and accommodate at least 30 members – air-conditioned conference / training room with high-quality audio-visual systems and internet connection with a minimum speed of 100 Mbps to facilitate

² For public sector it will be Chairman and Managing Director (CMD), Managing Director (MD), Directors, and Chief Engineers, General Managers and for private sector it will be the Chairman, CXOs, board of directors,VP, General Managers

- online participants / trainers.
- v. **Accommodation Facilities:** The Institute must have its own accommodation facilities within its campus for delivering residential programs with well-maintained air-conditioned facilities for lodging and boarding of at least 30 participants on single occupancy basis for 5 to 7 days.
- vi. The institute must not be blacklisted/ debarred/ suspended/banned by any Ministry/ department of state or central government/PSU at the time of submission of bid.

Following supporting documents will be required to fulfil the qualification criteria.

Qualification Criteria		Supporting Documents
1	NIRF Ranking - Management	<ul style="list-style-type: none"> NIRF ranking reports for the year 2024, 2023 and 2022 Or Financial Times global MBA ranking report for the year 2024, 2023 and 2022
2	Experience	<ul style="list-style-type: none"> Certificate(s) of completion / proof of payment/ Participant's feedback/ similar documents supporting successful completion of the training programs for senior management in Government or corporate sectors. <p><i>Note: Supporting documents for a minimum of 25 such training programs covering at- least 500 participants need to be provided.</i></p>
3	Faculty	<ul style="list-style-type: none"> List of proposed faculty <format included in Annexure II> Summary profile of proposed faculty with relevant credentials <format included in Annexure III>
4	Training Facilities	<ul style="list-style-type: none"> A self-declaration with supporting proofs is required to be signed by authorized signatory of the agency with seal <format included in Annexure IV>
5	Accommodation Facilities	<ul style="list-style-type: none"> Certificate(s) of completion / proof of payment/ Participant's feedback/ similar documents supporting successful completion of residential training programs for senior management in Government or corporate sector, along with photographs of accommodation facilities
6	Not blacklisted	<ul style="list-style-type: none"> A self-declaration stating to this effect is required to be signed by authorized signatory of the agency with seal. <format included in Annexure V>

SECTION-V BID EVALUATION METHODOLOGY

The institutes which fulfil the qualification criteria will be considered for evaluation. The evaluation will be done in two parts i.e., technical, and financial.

Empanelment Process:

The empanelment process will have two steps i.e., qualification stage and the evaluation stage.

- a) Qualification – This step will set the minimum eligibility criteria for evaluation of the Training Institute (Bidder)s for empanelment.
This is an elimination step and the institutes not qualified as per this step will not be considered for evaluation. The minimum eligibility criteria are indicated in section IV of this document.
- b) Evaluation – After the institutes are qualified in the first step, each institute will be evaluated. The evaluation of institutes for each program will be done basis the following.
 - a. Technical evaluation
 - b. Financial evaluation

Bidder(s) whose technical score is below 50 shall be rejected and no further evaluation will be carried out. The Financial Bids of only those bidders whose technical score is 50 or more shall be opened.

The evaluation will be done as per the Quality Cost Basis System (QCBS) as per the following:

- The technical part will be given 80% weightage and the financial part will be given 20% weightage.
- The combined QCBS score will be calculated for each of the qualified Training Institute (Bidder)s.
- The Training Institute (Bidder)s will be ranked in descending order as per their QCBS scores to prepare a list. The institutes to be offered empanelment will be selected from the top of such ranking.
- During implementation of training programs, variation in total no. of batches allotted to the Training Institute (Bidder)s may be considered by PFC

The following sections provide details on the qualification and evaluation criteria:

5.1 Technical Evaluation

For the technical evaluation, scoring criteria will be used as per **Table**

Table : Senior management group- scoring criteria for technical evaluation

Technical Evaluation Parameter		Maximum Score	Scoring Criteria														
1	NIRF Ranking – Management	20	Criteria for scoring NIRF rankings <table border="1"> <thead> <tr> <th>Criteria</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Average past 3-year ranking <=3</td> <td>20</td> </tr> <tr> <td>Average past 3-year ranking between 4 to 7</td> <td>10</td> </tr> <tr> <td>Average past 3-year ranking > 7</td> <td>5</td> </tr> </tbody> </table>	Criteria	Score	Average past 3-year ranking <=3	20	Average past 3-year ranking between 4 to 7	10	Average past 3-year ranking > 7	5						
	Criteria		Score														
Average past 3-year ranking <=3	20																
Average past 3-year ranking between 4 to 7	10																
Average past 3-year ranking > 7	5																
FT Ranking – Global MBA	or	Criteria for scoring FT rankings <table border="1"> <thead> <tr> <th>Criteria</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Average past 3-year ranking <=50</td> <td>20</td> </tr> <tr> <td>Average past 3-year ranking between 50 to 75</td> <td>10</td> </tr> <tr> <td>Average past 3-year ranking > 75</td> <td>5</td> </tr> </tbody> </table>	Criteria	Score	Average past 3-year ranking <=50	20	Average past 3-year ranking between 50 to 75	10	Average past 3-year ranking > 75	5							
Criteria	Score																
Average past 3-year ranking <=50	20																
Average past 3-year ranking between 50 to 75	10																
Average past 3-year ranking > 75	5																
2	Relevant Experience of the Institute *	20	<table border="1"> <thead> <tr> <th>Criteria</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>> 50 programs conducted for senior management of Government/ corporate sector in last 5 years</td> <td>20</td> </tr> <tr> <td>35 to 50 programs conducted for senior management of Government/ corporate sector in last 5 years</td> <td>10</td> </tr> <tr> <td>25 to 35 programs conducted for senior management of Government/ corporate sector in last 5 years</td> <td>5</td> </tr> <tr> <td><25 programs conducted for senior management of Government/ corporate sector in last 5 years</td> <td>0</td> </tr> </tbody> </table>	Criteria	Score	> 50 programs conducted for senior management of Government/ corporate sector in last 5 years	20	35 to 50 programs conducted for senior management of Government/ corporate sector in last 5 years	10	25 to 35 programs conducted for senior management of Government/ corporate sector in last 5 years	5	<25 programs conducted for senior management of Government/ corporate sector in last 5 years	0				
Criteria	Score																
> 50 programs conducted for senior management of Government/ corporate sector in last 5 years	20																
35 to 50 programs conducted for senior management of Government/ corporate sector in last 5 years	10																
25 to 35 programs conducted for senior management of Government/ corporate sector in last 5 years	5																
<25 programs conducted for senior management of Government/ corporate sector in last 5 years	0																
3	Faculty experience	30	<p>The profile of the faculty team proposed for conducting the training programs will be evaluated basis the following: (each faculty will be evaluated for a total score of 3 marks)</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td colspan="2">A. Total Professional Experience of the faculty (max. score of 1.5)</td> </tr> <tr> <td>> 20 years</td> <td>1.5</td> </tr> <tr> <td>10 to 20 years</td> <td>1</td> </tr> <tr> <td>5 to 10 years</td> <td>0.5</td> </tr> <tr> <td>< 5 years</td> <td>0</td> </tr> <tr> <td colspan="2">B. Relevant academic/industry experience of the faculty** (max.</td> </tr> </tbody> </table>	Criteria	Score	A. Total Professional Experience of the faculty (max. score of 1.5)		> 20 years	1.5	10 to 20 years	1	5 to 10 years	0.5	< 5 years	0	B. Relevant academic/industry experience of the faculty** (max.	
Criteria	Score																
A. Total Professional Experience of the faculty (max. score of 1.5)																	
> 20 years	1.5																
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< 5 years	0																
B. Relevant academic/industry experience of the faculty** (max.																	

Technical Evaluation Parameter	Maximum Score	Scoring Criteria										
		<table border="1"> <tr> <td>score of 1.5)</td> <td></td> </tr> <tr> <td>> 15 years of relevant experience</td> <td>1.5</td> </tr> <tr> <td>5 to 15 years of relevant experience</td> <td>1</td> </tr> <tr> <td>1 to 4 years of relevant experience</td> <td>0.5</td> </tr> <tr> <td>No relevant experience</td> <td>0</td> </tr> </table> <p>Individual scores for all the proposed faculty team members* (10) will be added to obtain the total score under this evaluation parameter. *As per Annexure II</p>	score of 1.5)		> 15 years of relevant experience	1.5	5 to 15 years of relevant experience	1	1 to 4 years of relevant experience	0.5	No relevant experience	0
score of 1.5)												
> 15 years of relevant experience	1.5											
5 to 15 years of relevant experience	1											
1 to 4 years of relevant experience	0.5											
No relevant experience	0											
4	10	<table border="1"> <thead> <tr> <th>Criteria</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>>10 International programs organized on power sector topics for senior management of government/corporate sector in the past 5 years</td> <td>10</td> </tr> <tr> <td>5 to 10 International programs organized on power sector topics for senior management of government/corporate sector in the past 5 years</td> <td>5</td> </tr> <tr> <td>Less than 5 International programs organized on power sector topics for senior management of government/corporate sector in the past 5 years</td> <td>0</td> </tr> </tbody> </table>	Criteria	Score	>10 International programs organized on power sector topics for senior management of government/corporate sector in the past 5 years	10	5 to 10 International programs organized on power sector topics for senior management of government/corporate sector in the past 5 years	5	Less than 5 International programs organized on power sector topics for senior management of government/corporate sector in the past 5 years	0		
Criteria	Score											
>10 International programs organized on power sector topics for senior management of government/corporate sector in the past 5 years	10											
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Less than 5 International programs organized on power sector topics for senior management of government/corporate sector in the past 5 years	0											
5	10	<table border="1"> <thead> <tr> <th>Criteria</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>> 30% international faculty in the proposed team</td> <td>10</td> </tr> <tr> <td>10 to 30% international faculty in the proposed team</td> <td>5</td> </tr> <tr> <td>No international faculty proposed</td> <td>0</td> </tr> </tbody> </table>	Criteria	Score	> 30% international faculty in the proposed team	10	10 to 30% international faculty in the proposed team	5	No international faculty proposed	0		
Criteria	Score											
> 30% international faculty in the proposed team	10											
10 to 30% international faculty in the proposed team	5											
No international faculty proposed	0											
6	10	PFC will evaluate the proposed approach and score accordingly										
Total	100											

*- the relevant experience of the institute includes training programs covering topics relevant for the power/energy sector such as energy economics, climate change, sustainability, policy and regulatory aspects of electricity distribution, global power markets, data analytics, energy portfolio management, advanced metering infrastructure etc.

** - the relevant experience of faculty relevant to power/energy sector experience includes energy economics, climate change, sustainability, policy and regulatory aspects of electricity distribution, global power markets, data analytics, energy portfolio management, advanced metering infrastructure and RE

technologies etc.

Following supporting documents will be required for the technical evaluation

Technical Evaluation Parameter		Supporting Documents
1	NIRF Ranking – management	<ul style="list-style-type: none"> • NIRF ranking reports for the year 2024, 2023 and 2022 Or • FT ranking reports for the year 2024, 2023 and 2022
2	Relevant Experience of the Institute	<ul style="list-style-type: none"> • Certificate(s) of completion / proof of payment/similar documents supporting successful completion of the training programs for senior management in Government or corporate sectors. • Participant’s feedback/ pre-post assessment reports
3	Faculty	<ul style="list-style-type: none"> • List of proposed faculty <format included in Annexure II> • Summary profile of proposed faculty with relevant credentials <format included in Annexure III>
4	International Collaboration	<ul style="list-style-type: none"> • Certificate(s) of completion / proof of payment/similar documents supporting successful completion of the international exchange programs for senior management in Government or corporate sectors. • Participant’s feedback/ pre-post assessment reports
5	Proposed approach for training delivery	<p>Document detailing the proposed approach relating to the following shall be submitted:</p> <ol style="list-style-type: none"> a. training methodology, site visits, innovative methods of training delivery, b. evaluation methodology <ol style="list-style-type: none"> i. assessment during the training program ii. assessment of actual usage of learning imparted through training programs after six months

5.2 Financial Evaluation

The participating institutes will be required to submit their financial proposal as per the table mentioned in the GeM portal. The financial proposal in the following format shall be uploaded in the GeM portal.

Name of the training program	Rate in INR* (per participant) for 5 days (including GST)
New Developments and Advance Technology in Power Distribution Sector	

**The rate should be all inclusive covering all the requirements as per the scope of work.*

5.2.1 Score for lowest bidder: The **financial** proposal of the institute with lowest financial value will receive the maximum financial evaluation score of 100.

5.2.2 **For other institutes:** The individual score (Sf) of an institute for financial evaluation will be calculated as below:

$$Sf = 100 \times (Fm/F)$$

where,

Sf – individual financial score of the institute

Fm – financial proposal value of the lowest bidder,

F – value of current bid under evaluation

5.3 Selection for Empanelment

- i. **Calculate combined QCBS score:** Once the technical evaluation and financial evaluation score for each of the qualified institute is obtained, a combined QCBS score for each institute will be calculated as per the following:

$$Fs = (0.8 \times St) + (0.2 \times Sf)$$

where,

Fs – combined QCBS score of the institute

St – normalized score of the institute as per the technical evaluation

Sf – normalized score of the institute as per the financial evaluation

- ii. **Selection of Institutes:** The institutes as per the sorted list will be considered for selection from the top of the list for empanelment. Upto 3 institutes may be empaneled based on the requirement of scheme.

In case of same QCBS score, highest score in the following parameters in the given order will be considered for ranking: 1. Normalized Technical score (St); 2. Technical parameter Score (starting from parameter no. 1 to 5)

5.4 PFC's Right to Accept Any Bid and to Reject Any or All Bids

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

SECTION-VI SCOPE OF WORK

6.1 Scope of Work

1) Course Content

The course outline for the training program to be implemented for senior management of DISCOMs officials is attached in Annexure I based on which detailed course content and courseware to be prepared by the empaneled training institute. The institute may also add relevant content keeping the overall objective of the RDSS scheme and the identified training programme. The final course content shall be submitted by the empaneled institution/organization for review and approval of PFC minimum 4 weeks in advance of the first course. Courseware is to be designed and developed by the empaneled institution/organization as per the given course outline.

The courseware should broadly consist of following and shared with all the participants of training:

- a. Suitable handouts with details of steps, tips, best practices in soft and hard copies. The soft copies will be in word format to provide easy navigation between chapters
- b. Presentations in PowerPoint format and guidebook, which do not violate copyright of other organizations.
- c. Case studies relevant to the sector to be prepared
- d. Assignments to trainees/ participants with ideal answers in soft copies
- e. Suggested textbooks

2) Faculty

Program Director/s

The Program Director/s should be on roll of the Training Institution/Organization itself. The Training Institution/Organization has to engage minimum one Program Director for the program for imparting training as per the training modules. The Program Director/s should have relevant experience in the field of respective training / teaching and for the specific course. He or she should be deputed for the entire duration of the course. Other Program Directors may assist him / her or impart specialized content if required.

Trainers

- a. The trainers should be a mix of internal, international, and industry experts.
- b. It is preferable to have different trainers per session. However, the institution should engage at least 5 trainers (including the program director) for each batch of training program, out of which 1 should be an industry expert. In addition to

this, international experts may also be engaged in every training batch.

- c. The empaneled training institution should share in advance the allocation of its faculties along with the training calendar for a year.
- d. The institute should preferably retain their proposed trainers for all batches of training program. However, in case any trainer(s) leave during the period, institute should replace with a trainer(s) with qualification and experience and at least the same or better than what has been defined in the qualification criteria. The same should be shared with PFC for approval.

3) Training Facility

- a. The institute must be well-equipped with fully functional training facility to house in- person trainings which accommodates at least 30 members – air-conditioned conference / training room with high-quality audio-visual systems and internet connection to facilitate participants / trainers
- b. The Institute must have its own accommodation facilities within its campus for delivering residential programs with well-maintained air- conditioned facilities for lodging and boarding of at least 30 participants on single occupancy basis for 5 to 7 days.
- c. All meals has to be high on quality, and need to be provided for all participants and faculties/trainers for the entire duration of the training batch

4) Nomination of Participants

- a. Empaneled Training Institute (Bidder) will share the finalized training calendar with respective DISCOMs to request for nominations
- b. PFC's support is only limited to sending out an introductory email to the respective DISCOMs about the capacity building program under RDSS along with the finalized training calendar of all the empaneled Training Institute (Bidder)s
- c. It is the responsibility of Training Institute (Bidder)s to reach out to the DISCOMs and secure nominations at the level of Chief Engineers (incl. ACE, DCE and equivalent) and above for training programs. The training program is envisaged for DISCOM personnel involved in execution of scheme at the field level having more than 2 years of remaining service tenure. Accordingly, nominations shall be sought by the institute.
- d. PFC will not be liable to ensure participation from DISCOMs
- e. The institute should ensure that no officers shall be imparted training more than once under the same training programme and the officers to be nominated shall have more than 2 years of remaining service tenure.

- f. The Training Institute (Bidder)s is required to upload the information of participants on website/portal to be prescribed by PFC, after the delivery of the respective training batch

5) Training Delivery

A detailed methodology of training delivery along with an annual training calendar should be submitted by the empaneled training institutions upon shortlist. The methodology should include but not limited to the following points:

- a. All the batches of training program must be delivered in the in-house conference/ training rooms
- b. Site visit(s) should be part of each training program to demonstrate advance technologies in power distribution sector, relevant for senior management officials of power sector as part of each batch of training program
- c. The empaneled institution/ organization should ensure that minimum 25% of total training time is devoted towards the practical/ hands-on activities/ case studies/ site visit(s) as applicable
- d. The classroom teaching should conform strictly to the subject lesson plan, which should be prepared and approved well in advance before the course commencement
- e. The duration of each batch of training program will be 5 days, preferably divided into 4 to 5 sessions of 1.5 to 2.0 hours each, excluding breaks
- f. Batch size of each training program should ideally be of 15 participants. However, there can be a **maximum of 20 participants** in each batch of training program.
- g. Training institutes have to adhere to the training calendar provided by them at the start of the year.
- h. All participants will be awarded a certificate of participation upon successful completion of every batch of training program
- i. The institute shall also ensure that the course material is provided to the Participants in a pen drive/ Hard copy/cloud along with a Good quality Training Kit (Bag, Pad, Pen etc.).

6) Training Documentation

Training Institute (Bidder)s are required to gather the following information from all the participants for all batches of training program:

- a. Day wise signed attendance sheet
- b. Pre-training assessment

- c. Post-training assessment
- d. Post training feedback

7) Feedback, Evaluation and Monitoring

A training monitoring team will be formed for monitoring individual courses and their progress, effectiveness etc. The head of training will interact with the training monitoring team on a regular basis. The Training Institute (Bidder) needs to submit scanned copies of the following documents with PFC:

- a. Day wise attendance sheet
- b. Pre-training assessment
- c. Post-training assessment
- d. Post training feedback (both institutes and participants)

Apart from the scanned copies, the institute should also submit the information in compiled excel (editable mode) format with PFC for analysis.

A training report needs to be prepared and submitted to PFC on quarterly basis, along with claims, for onward submission to Ministry of Power for every batch of training program delivered by the institute. The training report should include:

- a. An overview of the training program along with day wise schedule along with faculty name
- b. Scanned copy of day wise attendance sheet
- c. Analysis of filled in pre-training and post-training assessment forms
- d. Analysis of post training feedback forms and key takeaways
- e. Some snapshots of trainings

Additionally, the institute needs to carry out assessment of actual usage of learning imparted through the programs, on sample basis. (This shall be done six months post the completion of the program)

8) Knowledge Management

The courseware is to be reviewed and updated by training institutions on a yearly basis to keep up to date with the latest industry/technological developments. The updated courseware should also be shared with PFC for information before being utilized in training programs.

From time-to-time MoP/PFC can also advise the empaneled Training Institute to revise the training content or add additional content basis the feedback received from training participants.

9) Payment Terms

- a. The per-participant per day rate (excluding GST) will be derived from the price quoted in the GeM portal for all purposes.
- b. The invoice based on the awarded rates, duly complete in all respect, to be raised by the institute preferably on quarterly basis should be accompanied by the training completion report.
- c. PFC shall forward the claims along with required documents to MoP for reimbursement on quarterly basis and the same shall be released to Training Institute (Bidder) by PFC upon receipt of funds from MoP.
- d. The payments for conducting the batches of training program shall be processed based on the claims submitted by the Training Institute (Bidder) upon completion of training program.
- e. The payment for each training batch shall be released for actual numbers of participants based on the daywise attendance sheets and limited to maximum number of participants i.e. **20**.
- f. No financial support other than the rates as stated in this document shall be provided.
- g. No training batch beyond the approved Training Calendar will be considered for reimbursement except with the prior approval of PFC.
- h. There will be no liability of any other taxes etc. (except the all-inclusive price quoted by the bidder) of any nature whatsoever on PFC and any other statutory obligations due to these transactions shall be borne by the Training Institute (Bidder).

10) Timelines

S. No.	Activity	Timeline
1	Empanelment agreement sign-off between PFC and Training Institute (Bidder)	T
2	Development of annual training calendar	T + 2 weeks
3	Incorporation of feedback from PFC and submission of final training calendar	T + 4 weeks
4	Launch of training calendar and initiate request for nominations from DISCOMs	T + 6 weeks

Development of detailed course content and submission to PFC for review shall be completed in T+4 weeks.

In addition to the scope of work mentioned above, the Training Institute (Bidder) shall adhere to the guidelines related to the scheme time to time, from Ministry of Power and Power Finance Corporation Limited.

SECTION-VII GENERAL CONDITIONS OF CONTRACT

- I. The successful bidder shall make available the services as may be required for successful execution of the assignment and/ or as may be required by PFC/MoP on specified dates, venues and time in order to meet the requirements of PFC/MoP.
- II. All claims shall be raised by the Training Institute (Bidder) as per the Terms of Payment given under clause XX of this section after being due and would be accepted for payment based on satisfactory progress and quality of the trainings conducted.
- III. In case the performance of the proposed team leaders/project leaders/faculty is not satisfactory based on the feedback, the Training Institute (Bidder) will be asked to change/replace the Team Leaders/Project Leaders/faculty with a member acceptable to PFC.
- IV. PFC in its sole discretion can cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member/faculty(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 and this will be the ground for invocation of Bid Security Declaration and Contract Performance Bank Guarantee shall be invoked in case of such termination.
- V. Given the nature of the work being entrusted, the Training Institute (Bidder) shall not disclose the contents/ essence of any reference/ documents to any third person without the express written approval of PFC, failing which the engagement of the institute may be terminated.
- VI. If due to any reason or decision of the Ministry of Power, Government of India/PFC, the Assignment is dropped and the Training Institute (Bidder) is directed to discontinue the work, the "Drop Dead Fee" would be limited to the payments received by the Training Institute (Bidder) 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.
- VII. 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 PFC or above all enable them to pose a threat to PFC's business in future. Without limitation on the generality of the foregoing, organizations would not be hired, under the circumstances set forth below:

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

- VIII. The Training Institute (Bidder) shall keep PFC its directors, employees, officers, representatives and advisors, (Indemnified Parties), both during and after the term of this Contract, fully and effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by Indemnified Parties, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Training Institute (Bidder), or the Training Institute's (Bidder's) personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance
- IX. PFC reserves the right to accept or reject any or all Bids or annul the bid Processor modify/ change the content of the bid document without assigning any reason.
- X. PFC shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense incurred till award of contract.
- XI. Travel Expenses**
Any cost related to Travel, Lodging and Boarding of Trainers/Staff of the Training Institute (Bidder) shall be borne by the Training Institute (Bidder) and PFC shall not be liable for the same or take any responsibility whatsoever on account.
- XII. Taxes and Duties**
- a. Rates must be inclusive of GST at prevailing rates from time to time as notified by the Govt. of India, as and when due against invoice/ satisfactory documentary evidence.
 - b. PFC shall be entitled to deduct applicable taxes (if any) at source as per Applicable Laws from all payments due to the Training Institute (Bidder) under the Contract.
 - c. As regards the Indian Income Tax, surcharges on such Income Tax and any other Corporate tax, PFC shall neither be liable nor shall bear any tax liability, whatsoever, irrespective of the mode of contracting. The Training Institute (Bidder) shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of the Training Institute (Bidder) is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of

Direct Taxes, Government of India.

XIII. Liquidated damages for delay in completion.

- a. If the Training Institute (Bidder) fails to deliver deliverables within the time fixed under the Contract, the Training Institute (Bidder) shall pay to PFC as liquidated damages and not as penalty, a sum of half percent (0.5%) of the total Lump-sum Price (derived from number of programs allocated) for each calendar week of delay or part thereof. However, in case of mutual agreement regarding extension i.e. in case of recommendation of extension by MoP/PFC and its approval by the Competent Authority, there will be no penalty charges.
- b. The total amount of liquidated damages for delay under the Contract will be subject to a maximum of 5% of the total contract Price.
- c. The liquidated damages amount if any shall be deducted from the payments under the Contract or by invoking the Contract Performance Bank Guarantee and or otherwise.
- d. PFC shall have the right to exercise the Right to Set Off against any amount due and payable to the Training Institute (Bidder) in any other assignment.

XIV. Contract Performance Bank Guarantee (CPBG)

- a. As a Contract Performance Bank Security, the successful Training Institute (Bidder), to whom the work is awarded, shall furnish a Contract Performance Bank Guarantee which shall be in the form of a Bank Guarantee from any Scheduled Banks as per RBI or Public Sector Bank. Bank Guarantee from any Scheduled Bank in favour of the Client shall be in the prescribed Proforma enclosed at **FORM- 1(B)(iii)** of Section IX Bidding Forms, within 15 days of allocation of training program. The guarantee amount shall be equal to three percent (3%) of the total Lump-sum price which is derived based on the number of programs allocated (which is including all expenses, taxes, duties and levies, if any but *excluding goods and service tax, education cess and secondary & higher education cess*) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The validity period of the guarantee should be up to 60 days after the completion of the assignment. The Contract Performance Bank Guarantee is intended to secure the performance of the entire Contract. The Contract Performance Bank Guarantee shall be renewed/ extended by the successful Training

Institute (Bidder) before [15 (fifteen) days] of its expiry, failing which the Client (PFC) shall have the right to invoke the Contract Performance Bank Guarantee without any notice to the successful Training Institute (Bidder).

- b. The Contract Performance Bank Guarantee will be returned to the Training Institute (Bidder) without any interest within 60 days of final payment made by the PFC.
- c. Failure of the supplier to submit the above-mentioned Contract Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and Invocation of Bid Security declaration.

XV. Intellectual Property

The bidder for this assignment shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the bidder for this assignment shall be solely liable for any such infringement, claim, demand, loss etc. and shall keep PFC and its personnel indemnified against all costs, expenses and liabilities.

XVI. Settlement of Disputes

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

- a. A Party wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 30 days' notice to the other party.
- b. The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c. It is agreed that arbitration shall be done by a sole arbitrator to be appointed by mutual consent of the parties. Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 and any amendment, statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

XVII. Jurisdiction and applicable law

- a. The Courts/Tribunals at New Delhi alone shall have exclusive jurisdiction on any dispute relating to or arising out of this contract.
- b. This RFE/Contract shall be governed by the laws of India (both substantive and procedural) for the time being in force.

XVIII. Completion of Contract

Unless otherwise terminated under the provisions of any other relevant clauses, this Contract shall be deemed to have been completed on the completion of the Scope of work, submission & acceptance of all the reports, presentation on the outcome of reports to the satisfaction of PFC/MoP and release of final payments.

SECTION-VIII SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provision herein shall prevail over those in the GCC

1	PFC's country is: India
2	PFC is Power Finance Corporation Limited
3	The location is: Spread all Over India
4	The language shall be: English
5	For notices, PFC's address shall be: PFC, Urjanidhi,1, Barakhamba Lane, New Delhi
6	The governing law shall be: Laws applicable in exclusive jurisdiction of competent Court in New Delhi, India.
7	<p>The formal mechanism for the resolution of disputes shall be: If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution to the formal mechanisms, described below:</p> <p>(a) The mechanism for resolution of disputes for bidders shall be in accordance with the Indian Arbitration and Conciliation Act of 1996. The Arbitral Tribunal shall consist of 3 Arbitrators. Each party shall nominate an Arbitrator and the 2 nominated Arbitrators shall mutually agree and nominate a third Presiding Arbitrator.</p> <p>(b). The place for arbitration shall be New Delhi</p>
9	<p>Contract Performance Bank Guarantee (C-PBG) The guarantee amount shall be equal to three percent (3%) of the total Lump-sum price which is derived based on the number of training programs allocated ((which is including all expenses, taxes, duties and levies, if any <i>but excluding goods and service tax, education cess and secondary & higher education cess</i>) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The validity period of the guarantee should be up to 60 days after the completion of the assignment. The Contract Performance Bank Guarantee is intended to secure the performance of the entire Contract. The Contract Performance Bank Guarantee shall be renewed/ extended by the successful Training Institute (Bidder) before [15 (fifteen) days] of its expiry, failing which the Client shall have the right to invoke the Contract Performance Guarantee without any notice to the successful Training Institute (Bidder).</p>

10	<p>The types of acceptable Performance Securities are:</p> <p>Bank Guarantee issued by a nationalized Indian Bank/Scheduled Commercial Private Indian banks as notified by RBI.</p>
11	<p>Terms of Payment</p> <ol style="list-style-type: none"> a. The per-participant per day rate (excluding GST) will be derived from the price quoted in the GeM portal for all purposes b. The invoice based on the awarded rates, duly complete in all respect, to be raised by the institute preferably on quarterly basis should be accompanied by the training completion report. c. PFC shall forward the claims along with required documents to MoP for reimbursement on quarterly basis and the same shall be released to Training Institute (Bidder) by PFC upon receipt of funds from MoP. d. The payments for conducting the batches of training program shall be processed based on the claims submitted by the Training Institute (Bidder) upon completion of training program. e. The payment for each training batch shall be released for actual numbers of participants based on the daywise attendance sheets and limited to maximum number of participants i.e. 20. f. No financial support other than the rates as stated in this document shall be provided. g. No training batch beyond the approved Training Calendar will be considered for reimbursement except with the prior approval of PFC. h. There will be no liability of any taxes etc. of any nature whatsoever on PFC and all statutory obligations due to these transactions shall be borne by the Training Institute (Bidder).

SECTION- IX BIDDING FORMS & ANNEXURES

Annexure I – Course Outline for Senior Management

Day wise agenda (Tentative)		
Day	Topics	Sub-topics
Day 1	Climate change and energy economics	<ul style="list-style-type: none"> • Orientation about the program • Introduction to climate change and background about COP • Sustainable development • Sustainable procurement • Energy Economics • Demand and Price Formation in Competitive Markets
Day 2	Policy and regulatory aspects of electricity distribution, financial management and cost accounting	<ul style="list-style-type: none"> • Electricity Act, rules, regulations and guidelines • Models for tariff determination • Performance standard for Discoms • Retail competition • Introduction to Cost (Direct, Indirect and Overhead Cost) • Budgeting • Relevant costs for different decision-making situations • Activity-based costing and management and customer profitability analysis • Variance Analysis
Day 3	Advanced metering, data analytics	<ul style="list-style-type: none"> • Technology overview • Business models for AMI implementation • Consumer engagement • Data analytics
	Smart distribution technologies	<ul style="list-style-type: none"> • GIS, SCADA, DMS, OMS and RTDAS • Technologies for asset health management • Demand side management - energy efficiency and demand response
Day 4	Global power markets and advanced products such as ancillary markets, derivatives	<ul style="list-style-type: none"> • Power market design - different market types, policy and regulatory mechanisms • Economics of power market • Procurement planning and Energy portfolio management • Power exchanges and products such as day ahead, real time, ancillary services • Other markets - derivatives and carbon market
Day 5	Advanced technologies for RE integration	<ul style="list-style-type: none"> • Distributed energy resources • Energy storage – technology, policies, benefits and challenges • Electric mobility - technology, policies, benefits and challenges
Site/lab visit (in any of the training days)		

Note: The empaneled institute can flexibly prepare a day wise agenda for the training programs covering the above thematic areas and suggested topics. The institute should be open to update the agenda based on suggestions of PFC and Ministry of Power. Empaneled training institutions/organizations may also be asked to develop any additional modules relevant to the target audience within the given duration of training batch for PFC.

Annexure II - List of proposed Faculties

S. No.	Name of faculty	Type of faculty (in-house/subject matter expert*)	Institute affiliated with	Total Experience (yrs)	Relevant experience** (yrs)
1					
2					
3					
4					
5					
6					
...					
...					
10					
...					

10 of the proposed faculties will be considered for evaluation, which shall consist of a minimum of 5 faculty on-roll/in-house.

* - external i.e. not on the roll of the institute

** - the relevant experience of faculty relevant to power/energy sector experience includes energy economics, climate change, sustainability, policy and regulatory aspects of electricity distribution, global power markets, data analytics, energy portfolio management, advanced metering infrastructure and RE technologies etc.

For _____

Authorized Signatory Name:

Date:

Annexure III - Format of profile of proposed faculty

- i. Name of faculty:
- ii. Name of institute:
- iii. Type of faculty (on-roll/external):
- iv. Contact details:
- v. Gender:
- vi. Designation:
- vii. Areas of expertise:
- viii. Years with the institute:
- ix. Total years of experience:
- x. Relevant academic/industry experience:
- xi. Nationality:
- xii. Location:
- xiii. Education:

S. No.	Degree obtained	Institution	Year

- xiv. Professional certifications:
- xv. Work undertaken that best illustrates capability to handle the tasks assigned

Name of assignment/ project/ training	
Year	
Location	
Client/ beneficiaries	
Brief description of assignment/ training	

Note: Kindly limit the length of the profile to 5 pages

Annexure IV - Format of self-declaration for training facility
(To be furnished on the institute letter head with seal)

To,
Power Finance Corporation Ltd.
'Urjanidhi', 1, Barakhamba Lane,
Connaught Place New Delhi-110 001

We hereby confirm and declare that (Institute Name), has the required fully-functional training and accommodation facilities as mentioned in Section 5(v) of this document.

For _____

Authorized Signatory Name:

Date:

Annexure V – Format of self-declaration, with regard to blacklisting
(To be furnished on the institute letter head with seal)

To,

Power Finance Corporation Ltd.

'Urjanidhi', 1, Barakhamba Lane, Connaught Place New Delhi-110 001

We hereby confirm and declare that (Institute Name) is not blacklisted/debarred by any government department/ public sector undertaking/ private sector/ or any other agency for which we have executed/ undertaken the works/ services at the time of submission of bid.

There are no orders, decrees, and judgements from any domestic or foreign court, tribunal, or Government Authority against (Institute Name) in relation to any litigation, arbitration, action, suit, investigation, claim, complaint, or other proceedings.

For _____

Authorized Signatory Name:

Date:

FORM-1
TECHNICAL BID

Ref No.....

Date.....

To
Power Finance Corporation Ltd
"Urjanidhi", 1, Barakhamba Lane,
Connaught Place,
New Delhi – 110001

Sub.:

Dear Sir,

1. We hereby propose to provide services for **"Empanelment of Training Institute (Bidder)s for Capacity Building Programs for Senior Management level of Discom employees under Revamped Distribution Sector Scheme (RDSS) of MoP, GoI"** for the Program **"New Developments and Advance Technology in Power Distribution Sector"** as outlined in your bidding document.
2. We have understood the instructions and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required.
3. We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the Bid Documents.
4. We confirm that the work will be executed strictly in accordance with the requirement.
5. Our proposal shall remain valid for acceptance for a period of 6 months from the date of opening of the 'Technical Bid' by PFC.
6. We confirm that the prices quoted by us in the 'Price Bid' are firm and shall not be subject to any variation for the entire period of the contract.
7. We hereby furnish our 'Technical Bid' comprising all the necessary documents as per prescribed formats in Section IX - Bidding Forms.
8. _____ shall act as "Team Leader" and also act as single point of contact for all interactions with PFC/MoP throughout the period of assignment.
9. We further confirm that any deviations from the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to PFC, failing which will lead to Invocation of Bid Security Declaration.
10. We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any willful mis-statement 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 PFC for a period of maximum three years from the date of such disqualification.

Yours truly,

Date:

Signature.....
(Authorised signatory)

Place:

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

! eal.....

FORM-1(A)
LETTER OF AUTHORITY

M/s Power Finance Corporation Ltd "Urjanidhi"
1, Barakhamba Lane, Connaught Place, New Delhi – 110001

Dear Sir,

Ref.: RFE No.:

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

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

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

Yours Faithfully,

For and on behalf of

Name _____
Designation _____
Common Seal _____

Name of Training Institute (Bidder)

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

FORM-1(B)(i)
BID SECURITY DECLARATION

Date:

To

Power Finance Corporation Ltd "Urjanidhi", 1, Barakhamba Lane, Connaught Place,
New Delhi – 110001

We, the undersigned, declare that:

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

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

- a) have withdrawn/modified/amended, impairs, or derogates from the tender, our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders; or
- c) have misrepresented or wrongfully declared/presented qualifying data or other facts

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

Signature.....
(Authorised signatory)

Date:

Place:

Full Name.....

Designation.....

Seal.....

FORM-1(B)(ii)

CHECKLIST FOR BANK GUARANTEE VERIFICATION BY BIDDER

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

(Signature of bidder)

FORM-1(B)(iii)

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To Be Stamped In Accordance With Stamp Act)

(The non-judicial stamp paper should be in the name of issuing bank)

Bank Guarantee No..... Date

To

M/s Power Finance Corporation Ltd "Urjanidhi", 1, Barakhamba Lane, Connaught Place,
New Delhi – 110001

Dear Sir,

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

We, (Name & Address of Bank) having our Head Office at (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay the Client, on demand any and all monies payable by the Training Agency to the extent of as aforesaid at any time up to..... (*) without any demur, delay, reservation contest, recourse, or protest and/or without any reference to the Training Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference, dispute or objection between the Client and Training Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority and the Bank's liability under this present being absolute and unequivocal. The Bank shall not require the Client to justify the invocation of this contract performance guarantee, nor shall the Bank have any recourse against the procurer(s) in respect of any payment made hereunder.

The guarantee shall be irrevocable and shall remain valid upto a period of 60 (sixty) days beyond the date of completion of the contract. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from the Training Agency.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the Training Agency. The Client shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Training Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the Client and the Training Agency or any other course of remedy or security available to the Client. The Bank shall not be released of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

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

The Bank's obligations are absolute, irrevocable and unconditional irrespective of the genuineness, validity, legality, regularity or enforceability of any document, or of any claims, set-off, defenses or other rights that may have at any time and from time to time against the Bank, whether in connection with this contract performance guarantee, any such document or otherwise, or any substitution, release or exchange of any other guarantee of, or security or support for, any of the guaranteed obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this clause that the Bank's obligations hereunder shall be absolute and unconditional under any and all circumstances. The Bank also agrees that the Client at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Training Agency and notwithstanding any security or other guarantee that the Client may have in relation to the Training Agency's liabilities.

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

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs..... and it shall remain in force up to and including (*) And shall be extended from time to time for such as may be desired by M/s on whose behalf this guarantee has been given. Dated this Day of 20at

Witness

Signature

Name

Official Address

Signature

Name

Official Address

Signature

Name

Designation

Bank's Common seal

Attorney as per power of a attorney

No

Date

Note:

- (*)The validity date should be up to 60 days after completion of the Assignment.
- The Bank Guarantee shall be from a bank as per provisions of Bid Documents.
- Stamp papers of appropriate value shall be purchased in the name of the Bank issuing the Guarantee.
- While getting the Bank guarantee issued, Training Agencies are required to ensure compliance to the points mentioned in the Bank guarantee Verification Check list in the Bid Documents. Training Agencies are required fill up this check list and enclose the same along with the Bank Guarantee.

FORM-1(B)(iv)
FORM FOR EXTENSION OF BANK GUARANTEE

(on Non- Judicial Stamp paper of same value on which original BG was executed)
Bank Guarantee No..... Date

To
M/s Power Finance Corporation Ltd
"Urjanidhi", 1, Barakhamba Lane, Connaught Place,
New Delhi – 110001

Dear Sir/s,

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

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

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

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

Signature
Name
Designation
Authorized vide Power of attorney No.....

Dated

SEAL OF BANK

FORM-1(C)

BIDDER'S ACCEPTANCE OF CONDITIONS OF RFE

Training Institute (Bidder) Name & Address

To,
Power Finance Corporation Ltd.
Urjanidhi, 1, Barakhamba Lane,
Connaught Place, New Delhi – 110001

Sub.:

1. With reference to your RFE No. ----- dated----- for "", we hereby confirm that we have read the provisions of all clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of RFE are acceptable to us and we have not taken any deviation to any clause
2. We further confirm that any deviation to any clause of RFE found anywhere in our Bid, implicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to PFC

Date:

Place:

Signature.....

Full Name.....

Designation.....

Stamp.....

FORM-1(D)
Acceptance of 'Anti Fraud Policy'

From:

To
Power Finance Corporation Ltd
"Urjanidhi", 1, Barakhamba Lane, Connaught Place,
New Delhi – 110001

Sub.:

Dear Sir,

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

Yours faithfully,

Date:

Signature.....

Place:

(Authorized signatory)

Full Name.....

Designation.....

Seal.....

FORM-1(E)
Details of PAN and Goods and Services Tax Registration

From:

To

.....

Dear Sir,

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

(a) PAN number

Our PAN number is as under

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

(b) Goods and Services Tax Registration number:

Our Goods and Services Tax Registration number is

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

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Seal.....

FORM-1(F)

DECLARATION OF NO CONVICTION FROM COURT OF LAW

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

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Seal.....

FORM-1(G)

DECLARATION OF NO CONFLICT OF INTEREST

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

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Seal.....

FORM-1(I)
PRE-CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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

1. Commitments of the Buyer

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

- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2. The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5. The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any

amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- 3.13. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee of the BUYER.

4. Previous Transgression

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1. As per govt orders, EMD is not required to be submitted alongwith the bid and bidders shall undertake in Form as given in the RFE not to withdraw the bid during its validity period and

shall not withdraw the bid failing in which they will be suspended for 3 years period for participating in PFC tenders.

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

6. Sanctions for Violations

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

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

- 6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of

this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7 Fall Clause

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

8. Independent Monitors

- 8.1. The Buyer has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name & Addresses of Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor Sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary In the department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this integrity Pact at on

BUYER
Name of the officer
Designation
Power Finance Corporation Ltd.

BIDDER

Witness
1.
2.

Witness
1.
2.

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