

PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Ltd - A Govt. of India Undertaking)

ELECTRONIC TENDER DOCUMENT

FOR

APPOINTMENT OF LEGAL RETAINER CONSULTANT FOR PFC CONSULTING LTD

(Only for Legal Firms empanelled with PFC (under Category 'A' or 'B') and/or
Legal Firms empanelled with PFCCL (under all the Area Code 6(a), 6(b) and 6(c))
as on the date of issuance of tender)



Registered Office

**1st Floor, "Urjanidhi" 1, Barakhambha Lane, Connaught Place, New Delhi –
110001**

13th October, 2021

PFC Consulting Ltd. invites E-Tenders for the Appointment of Legal Retainer Consultant for PFCCL

a)	Start Bid Date & Time	13.10. 2021 from 15:00 hrs (IST)
b)	Close Bid Date & Time	28.10. 2021 till 15:00 hrs (IST)
c)	Technical Bid Opening	28.10. 2021 at 15:30 hrs (IST)
d)	Financial Bid Opening	To be intimated to qualified bidders

Note:

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

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SECTION -1
BID INVITATION

BID INVITATION LETTER

Ref No.: PFCCL/ES-I/Legal/21-22

Date: 13 October, 2021

To

Sub: Appointment of 'Legal Retainer Consultant' for PFCCL

Sir,

PFC Consulting Limited (PFCCL) was incorporated under Companies Act, 1956, as a wholly owned subsidiary of Power Finance Corporation Ltd. (PFC) on 25th March, 2008 and as on date its 100% of the paid up equity capital is held by PFC Ltd.

PFCCL undertakes assignments along the entire spectrum of power sector advisory services including Bid Process Management, assisting the Power Utilities like transaction advisory, Energy Portfolio Management, preparation & filing of tariff petitions & ARRs, Resource Mobilization related assignments, selection of EPC Contractor, Project & financial advisory for new power plant, Reforms and Restructuring of Power Sector, assistance to Regulatory bodies, power trading advisory, project appraisal, PPA, strategy, Policy, Energy Audit, Contract related advisory, Development of Coal Block, Bid Process Coordinator, Smart Grid, LIE, LIA, Smart Metering etc.

PFCCL has been nominated as 'Bid Process Coordinator' by Ministry of Power, Govt. of India for the development of Independent Transmission Projects (ITPs) and PFC, as the Nodal Agency for development of Ultra Mega Power Projects (UMPPs) has entrusted all the work related to UMPPs to PFCCL

PFCCL intends to engage legal firm as Legal Retainer Consultant (herein referred as 'Retainer') for rendering legal services as per the scope below:

1. SCOPE OF WORK

The scope and extent of services to be covered under the Retainership Arrangement between PFCCL and the Retainer shall include the following:-

- a) Drafting/Vetting of documents/ correspondence between PFCCL and third parties.
- b) Review and Finalization of Contract Agreement entered by PFCCL with its clients/vendors etc.
- c) Advising PFCCL on contractual Labor related matters of employees, including disciplinary proceedings related issues.
- d) Oral and written legal advice/ opinion on the matters that may be referred by PFCCL including the matters relating to tender/bidding processes carried out by PFCCL from time to time.
- e) Advising PFCCL on the matters relating to Right to Information Act.

- f) Providing legal opinion on the matters referred above or any other matter concerning PFCCL.
- g) Attending/ holding in house discussions and meetings at PFCCL Office, if required.
- h) Issuing legal notice on behalf of PFCCL and/or replying to the legal notices received by PFCCL.
- i) Advising PFCCL on the issues related to Corporate Law, Income Tax, GST and any other act applicable on PFCCL.
- j) Review and advise PFCCL further course of action on the litigation filed against PFCCL or litigations handled by PFCCL on behalf of third parties.
- k) Any other work not covered above, as the above scope of work is indicative only and not exhaustive.

The PFCCL's Executives shall be free to visit the Retainer's Office as may be required in respect of the above for conferences, discussions and seeking opinion, of the concerned Partner(s) and Lawyers of the Retainer, and no separate billing will be done for these discussions, conferences and opinions.

2. DELIVERABLES

The Retainer is required to deliver the following in the time frame as required by PFCCL.

A Written legal opinion/advice from the Retainer on the following as and when required:-

- a) Corporate Laws
- b) Constitutional laws
- c) Electricity Act
- d) Financial Laws
- e) Service Laws
- f) Contract Laws
- g) Consumer Laws
- h) Labour Laws
- i) Any other Law in the interest of PFCCL.

B Other Deliverables

- a) On instructions, issue legal notices on behalf of PFCCL on the letter head of the Retainer.
- b) On instructions, issue reply to legal notices on the letter head of Retainer.
- c) Availability of the Retainer's Partner/ Senior Associate for on the spot legal advice/ opinion, if necessary.
- d) All other ancillary legal/ secretarial work, which may be assigned.
- e) Advice PFCCL on any legal requirements to be fulfilled by it from time to time & keep PFCCL updated.

3. ELIGIBILITY CRITERIA

- 1.1. The Firm should be empaneled (as on the date of tender) with PFC (under category 'A' or 'B') and/ or with PFCCL (under all area code 6(a), 6(b) and 6(c)).
- 1.2. The Firm should be submitting the bid on its own and not in consortium with any other Firms.
- 1.3. The Firm should have at least average Turnover of Rs. 1 crore in immediate last three (03)

financial years as per audited annual account. The Firm should submit documentary proof in support of the turnover in the form of self-certified copy of ITR of the Firms along with copy of Balance sheet and Statement of Profit & Loss account

1.4. The Firm should have undertaken/ handled assignments/ filed cases/ provided opinions etc. for Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body during last five (5) years i.e. period from Indian FY 2016-2017 onwards including the current Financial Year till date of issue of the tender.

1.5. The Firm should have at least 5 partners on the date of issue of tender.

The Firms are required to submit the documentary evidence for meeting the above eligibility criteria as per the format enclosed at Section-2.

4. CONTENTS OF BID DOCUMENTS

The bid document contains the following documents.

Section -1 : Bid Invitation Letter

Section -2 : Bid Forms

Section- 3 : Contract Agreement

5. PERIOD OF ENGAGEMENT

The period of engagement of Retainer would be initially for one (1) Year, which may be further extended on year to year basis (Maximum 3 years) upon satisfactory performance and subject to PFCCL's discretion on same terms & conditions along with price. Price cannot be escalated.

6. BASIS OF OFFER

The price offer for the retainership should be quoted on monthly lump sum basis inclusive of all taxes and duties etc. as may be applicable. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST, if any, and educational-cess or any such tax/levy as related to as a percentage of the GST at applicable rates, on the date(s) of payment(s) shall be paid over and above the bid price.

Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the selected Firm by PFCCL.

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

7. TEAM COMPOSITION AND TEAM MEMBERS

The Retainer shall depute a team comprising of One Partner (having at least 15 years of experience, including experience in handling Contractual matter, Corporate law, litigation matters etc.) and One Senior Associate (having at least 7 years of experience, including experience in handling Contractual matter, Corporate law, litigation matters etc.).

In case the performance of the team member(s) is not satisfactory, the Retainer will be asked to change/replace the team member(s) within seven days of receipt of such request from

PFCCL with a member acceptable to PFCCL.

Team members shall visit office as per the requirement of PFCCL. No conveyance charges would be charged by the Retainer for visiting the PFCCL Office.

The TA/DA for any outstation journey, if required for the above said arrangement shall be dealt and regulated as per the PFCCL rules. Sr. Associate shall be entitled for the reimbursement/ payment as applicable for the level of Manager and the Partner shall be entitled for the reimbursement/ payment as applicable for the level of General Manager of the PFCCL.

8. SUBMISSION OF BID

- 8.1. The Retainer empanelled with PFC (under category 'A' or 'B') and with PFCCL (under all area code 6(a), 6(b) and 6(c)) WOULD BE ELIGIBLE TO BID. Bid shall consist of two parts "Technical Bid" and "Financial Bid" and should be duly submitted online using the e-Procurement Portal http://www.mstcecommerce.com/eprochome/pfccl/buyer_login.jsp before the due date and time.

Note:

- a) The Firm should be empaneled (as on the date of tender) with PFC (under category 'A' or 'B') and/or with PFCCL (under all area code 6(a), 6(b) and 6(c)) are eligible for participating in the bid.
- b) The Firm should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation / part scope of work will be considered.
- c) The Technical Bid should contain Form-1, Form-2, Form-3, Form-4 and Form-5 duly filled and signed by authorised signatory and authority letter as per Form-5.
- d) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/ proof of final payment /in support of past experience or any other representative documents etc) to be provided in support of past experience.
- e) Documentary proof in support of turnover shall be submitted by the Firm in the form of self-certified ITR of the Firm along with copy of Balance sheet and Statement of Profit & Loss account.

The Forms mentioned above along with relevant documents, including covering letter will form part of tender documents. Each of the above Forms and also other documents to be submitted as per the bidding documents are to be duly signed on each page and stamped as required by the authorized representative of the Firm, which shall constitute the bid.

- f) The "FINANCIAL BID" should contain the detailed price offer for the services as per format provided at Form-6 of Bid Document.
- 8.2. Firms are instructed not to approach via e-mail, fax and telephone or contact any official in

PFCCL as regards to this bid after the submission of the bids, apart from communications by PFCCL in writing and any Firm doing so shall be summarily rejected.

9. BID OPENING AND EVALUATION OF TECHNICAL BIDS

9.1. Opening of Technical Bids

The "**Technical Bids**" will be opened online on 28.10.2021 at 15:30 Hrs in the presence of the authorised representatives of the agencies, who wish to be present.

9.2. Technical Bids Evaluation

The Technical evaluation would be in two parts:

A. COMPLETENESS OF BID WITH RESPECT TO THE BIDDING DOCUMENT

- i) The Firm should be empaneled (as on the date of tender) with PFC (under category 'A' or 'B') and/or with PFCCL (under all area code 6(a), 6(b) and 6(c)).
- ii) The Technical Bid should contain Form-1, Form-2, Form-3 and Form-4 duly filled and signed by authorised signatory and authority letter as per Form-5.
- iii) The Firm should agree to the entire scope of work and deliverables. No proposal for part scope of work will be considered.
- iv) The Firm should submit a Letter of Authority in favour of the authorised signatory submitting the Bid as per Form -5.
- v) There should be no deviations from any or all the contents of the bidding documents or conditional or alternate bids.
- vi) Details of past experience are to be provided in Technical Bid as per format provided at Form -2.
Documentary evidence (e.g. Copy of work Order/Letter of Award/Lol/ proof of final payment/in support of past experience or any other representative documents etc.) to be provided in support of past experience.
- vii) Details of Partner and Sr. Associate proposed to be deployed are to be provided in Technical bid as per format provided at Form -4

Bid of any Firm not meeting any or all the above criteria will not be considered responsive and the technical evaluation of the Firms will not be carried out.

B. EVALUATION OF EXPERIENCE OF THE FIRM: MAXIMUM 100 MARKS

The Firm's relevant experience in the past five years (from Indian FY 2016-17) onwards including the current Financial Year till the date of issue of the tender) will be considered.

Experience of the Firms would be evaluated on the following basis:

- a) No. of Consultancy assignment related to the scope mentioned above handled by Firm for Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body in last five (5) years: Maximum Marks (30)
(No. = 1 >assignments ≤ No. = 3, 10 marks). (No. = 4 >assignments ≤ No. = 6, 20 marks)
(assignments ≤ No. = 7, 30 marks)

- b) Average Turnover in last three years: Maximum Marks (25)
(Rs 1 Crore > Turnover ≤ 2 Crore, 15marks), (Rs 2 Crore > Turnover ≤ Rs 3 Crore, 20 marks),
and (Turnover > Rs 3 Crore, 25 marks)
- c) Experience of the Firms (age of the Firms): Maximum Marks (25)
(Age = 7 Years, 15 marks), (7 years ≥ Age < 10 Years, 20 marks) and (Age ≥ 10, 25 marks)
- d) Number of Partners: Maximum Marks (20)
(5 ≥ No ≤ 7, 10 marks) and (No > 7, 20 marks)

Documentary evidence, like i) Client's certificate or ii) Copies of LoI/LoA/appointment letter or iv) Proof of final payment, will have to be submitted in support of past experience.

PFCCL reserves the discretion to seek clarifications during the evaluation process of the Technical bids. **Only those papers/supporting shall be considered which were initially submitted with the bid documents.**

The Firm who are responsive and obtain 70% marks or more would be regarded technically qualified for opening of "Financial Bid". Financial Bid of other Firms will be returned unopened.

10. OPENING AND EVALUATION OF FINANCIAL BIDS

10.1. FINANCIAL BID OPENING

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

10.2. FINANCIAL BID EVALUATION

Financial Bid of only such bidders will be opened who have been declared Technically Qualified.

The retainership will be awarded to the technically qualified bidder who has quoted lowest Lump Sum price, in Indian Rupees, without condition(s) or alternate price bid. Conditional Financial Bids will be rejected outright.

In case of more than one bidder at L1 price, the retainership will be offered to the bidder quoting L1 price and obtaining the highest marks in the technical evaluation. Further where the marks in the technical evaluation are same, the retainership will be offered to the bidders having the highest average turnover.

11. CONTRACT AGREEMENT

- 11.1. In the event of award, the selected bidder will be required to enter into a "Contract Agreement" with the PFCCL within 30 (thirty) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL.
- 11.2. Formal "Contract Agreement" will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp

papers of Rs.100/- and water mark papers to be purchased by the selected bidder.

- 11.3. The Agreement will be signed in two originals and the selected bidders shall be provided with one signed original agreement.
- 11.4. The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.
- 11.5. Till the time a "Contract Agreement" is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a bidding contract.

12. VALIDITY OF BID

Bidders shall keep their bids valid up to 120 (One Hundred Twenty) days from the date of opening of the Financial Bid. The bidder may be required to further extend the validity of Bid as per the requirement of PFCCL.

13. TERMS OF PAYMENT

The Retainer shall submit a monthly bill. The payment shall be made within 20 days of submission of Bills to PFCCL.

In addition to the monthly lump sum price, the retainer would be reimbursed for the tours, if any, undertaken in connection with the retainership as per the clause 15 (c) of terms and conditions of bid document.

14. OTHER TERMS & CONDITIONS

- a) The Controlling Authority during the period for the arrangement shall be CEO, PFCCL.
- b) The financial bids by the bidders shall be in Indian Rupees as per format enclosed (Form 6) with no escalation provision for any reason whatsoever till the engagement period.
- c) In case of tours and travels made beyond NCR Limits and undertaken with prior consent / requirement of PFCCL, the Retainer would be reimbursed To & Fro journey fare, Accommodation expenses, Dearness Allowance and local conveyance at the destination as below on production of documentary evidences / proof(s), in original, of the expenditure incurred. PFCCL would be the sole authority to decide on the number of the member(s) to undertake the tours. PFCCL reserves the right to make tour and travel arrangements on its own.

No claim for journey fare/accommodation expenses/Local Conveyance for travel within NCR limits will be admissible; in case the Retainer is based in Delhi NCR. The TA/DA for any outstation journey if required for the above said arrangement shall be dealt and regulated as per the PFCCL rules.

In this regard, Sr. Associate shall be entitled for the reimbursement/ payment as applicable for the level of Manager and the Sr. Partner shall be entitled for the reimbursement/ payment as applicable for the level of General Manager of the PFCCL. No conveyance charges would be

charged by the Retainer for visiting the PFCCL Office.

During the course of the arrangement, the Retainer shall not accept any brief against PFCCL/PFC or give any opinion to any party which would prejudice PFC/PFCCL's interest.

- d) Retainer shall maintain strict confidentiality about the affairs of PFCCL and shall not disclose any information about PFCCL to any outside person. Retainer shall make available the services of the identified personnel as may be required for successful execution of the work and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.
- e) All claims shall be raised by the Retainer as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of work at the sole discretion of the Competent Authority.
- f) In case there is a delay by the Retainer in accomplishing the work which in the opinion of PFCCL is attributable to the Retainer, PFCCL reserves the right to get such specific work(s) done through any other firm(s) at the risk and cost of the Retainer for timely completion of the work.
- g) PFCCL with the approval of CEO can cancel the contract at any stage of the work. Further, in case it is found that the information submitted by Agency in the bid is incorrect, PFCCL will cancel the contract.
- h) In case, PFCCL finds that the knowledge of any of the key personnel(s) and or his/her performance is not satisfactory, Retainer shall replace the team member within seven days of communication. Otherwise, PFCCL will cancel the contract.
- i) Given the nature of the work being entrusted, the Retainer would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the Retainer will be liable for termination.
- j) If due to any reason or decision of the Govt./PFC/PFCCL, the services of Retainer are dropped and the Retainer is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Retainer and the claims already raised, as per the payment terms relating to the retainerhip, till the point off the work or as mutually agreed.
- k) Conflict of Interest: Firm would not be hired for any work whose interests are in conflict with their prior or current obligations to the other Firm or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFC/PFCCL's business in future. Without limitation on the generality of the foregoing, Firm would not be hired, under the circumstances set forth below:

Firm who have business or family relationship with member(s) of PFC's/ PFCCL's and/or its

subsidiary's/ employees or persons positioned in or on the Board of these companies by whatever process, would not be engaged. A declaration to this effect would be taken from the Firm when being engaged, and if found incorrect, the Firm would be debarred from any further engagement by PFC/PFCCL or subsidiary of PFC/PFCCL ever.

- l) The Retainer shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the selected retainer, or its personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.
- m) No offer should be sent by Fax or E-mail.
- n) PFCCL reserve the right to accept or reject any or all Proposals/Offer/ Bid or annul the bid process or modify/ change the content of the bid document without assigning any reason.
- o) PFCCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of Contract Agreement.

Yours sincerely,

FOR and on behalf of PFC CONSULTING LTD

**(Manish Agrawal)
General Manager**

Encl.: As Above

SECTION- 2
BID FORMS

FORM – 1: COVERING LETTER

From:

Name: Designation: Address:

To:

General Manager
PFC Consulting Ltd., 9th Floor, A Wing,
Statesman House, Connaught Place,
New Delhi – 110 001

Sir,

Sub: Appointment of Retainer for PFCCL.

We _____ (Name of Legal Firm) herewith enclose Technical & Financial bids for selection of our Firm as Retainer on monthly lump sum basis (Travelling expenses will be reimbursed separately for tours made beyond NCR Limits) for providing legal services to PFCCL for the period of one year.

1) We are submitting our bid consisting of:

i) Technical Bid consisting of:

- (1) The Covering Letter (Form-1) in which the Firm inter alia agrees to the entire scope of work and deliverables as proposal for deviation / part scope of work will not be considered.
- (2) Details of Technical Qualification (Past experience) of the Firm as per format provided at Form-2 of Section-2 of Bid Document.
- (3) Documentary evidence in support of past experience.
- (4) Team Composition and detailed CVs of the key Personnel proposed to be deployed for the retainership as per the format provided at Form-3 and Form-4 of Section-2 of Bid Document respectively.
- (5) Letter of Authority in favour of the Authorised signatory submitting the Bid as per Form-5.

ii) Price Offer as per format provided at Form 6 of Section 2 of Bid document.

- 2) _____ (Name and contact information of one of the team member) shall be the Team leader for the retainership.
- 3) We declare that the above quoted monthly lump sum fee is firm and shall remain valid for the entire period of the retainership. We further declare that the above quoted monthly lump sum fee is inclusive of all except GST.

- 4) We hereby confirm that if any Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
- 5) We confirm that the prices and other terms and conditions of this bid are valid for a period of 120 days from the date of submission of bid.
- 6) We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the 'Deliverables' and 'Terms of payment' clauses as stipulated in the bid documents.
- 7) We hereby declare that only the company, persons or Firms interested in this proposal as principal or principals are named herein and that no other company, person or Firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
- 8) We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.
- 9) We confirm and certify that all the information /details provided in our bid are true and correct.
- 10) We give our unconditional acceptance to the Bid Documents issued by PFCCL, as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.
- 11) Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the 'Bid Document'. The bid is unconditional. The Bid will be valid 120 (One hundred twenty days) from the opening of financial bid.
- 12) We also declare that by taking this retainerhip we do not have any conflict of interest with any of our prior or current obligations to other Firm and also do not have business or family relationship with member(s) of PFC's/PFCCL's and/or its subsidiaries and subsidiary's employees or persons positioned in or on the Board of these companies by whatever process and if found incorrect, we may be debarred from any further engagements by PFC/PFCCL and/or subsidiary forever.
- 13) We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with PFC/PFCCL and/or subsidiary for a period of maximum three years from the date of such disqualification or as decided by the management of PFC/ PFCCL.
- 14) Further, we undertake that in the event of our appointment as Retainer, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the Firm would be terminated.

Signature of Authorised Person

Name

Designation & Company Seal

Date:

Place:

Form 2: EXPERIENCE OF FIRM

1. Brief Description of the Firm :
Year of Incorporation :
Total no. of years of experience of Firm :
No. of Partners (In Delhi/NCR) :
Turnover of the Firm :
(FY 2018-19, 2019-20 & 2020-21) :
Association with PFC Ltd/ PFCL :
2. Outline of experience on assignment as mentioned below:

S.No.	Scope of work	Name of Firm	Date of Commencement	Date of Completion	Scope in brief
1					
2					
3					
4					
5					

1. It is hereby certified that the above mentioned details are true and correct.
2. It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments.

Note: Details of Company/companies whose assignments were/are undertaken may be mentioned.

List of documents attached:

- 1.
- 2.

(Signature of Authorised Signatory)

Full Name: _____

Address: _____

Note:

- 1) Please attach documentary proof viz i) Client's certificate or ii) Copies of appointment letter/ LoI/LoA or iii) Completion Certificate or iv) Proof of final payment in support of past or any other representative documents etc.
- 2) The Firm relevant experience from Indian FY 2016-17 onwards including the current Financial Year till date of issue of the tender will be considered.

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

	Name
	<u>Team Members</u>
	Team Leader
1	
	Other Members
2	
3	
4	
5	
6	

Signature of Authorised Signatory

Full Name

Address

FORM -4: CURRICULUM VITAE FOR EACH MEMBER OF THE TEAM

Name:

Profession/ Present Designation:

Total post qualification experience: _____ Years with Firm: Educational Qualification:

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

(Please enclose attested copy of educational qualifications)

Experience:

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

Language:

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

Certification

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

Signature of Team member

Full Name

Date

Signature of Authorised Signatory

Full Name

Date

FORM – 5: AUTHORISATION LETTER
(ON THE LETTER HEAD OF THE FIRM)

I _____ certify that I am _____ of the Firm, organized under the laws of _____ and that _____ who signed the above proposal is authorised to bind the Firm by authority of its governing body.

Signature:

Full Name:

Address:

(SEAL)

FORM – 6: SCHEDULE OF PRICE BID
(TO BE SUBMITTED AS FINANCIAL PROPOSAL)

Sub: Appointment of Retainer for PFCCL for a period of one (1) Year.

I _____ (Name) on behalf of _____ (name of the Firm) herewith submit the financial proposal for selection of our Firm as Retainer for PFC consulting limited for the period of one (1) year.

SCHEDULE OF PRICE BID

(To be submitted as Financial Bid)

Item	Lump Sum Amount (In Rupees) per month	
	In figures	In words
For Providing legal services on retainership basis to PFCCL.		

Note:

1. The price offer for the retainership should be quoted on monthly lump sum basis all inclusive (Travelling expenses will be reimbursed separately for tours made beyond NCR Limits) as per bidding document. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST at applicable rates, on the date(s) of payment(s) shall be paid over and above the bid price.
2. Income tax at source & TDS on GST will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the retainer by PFCCL

In case of more than one bidder at L1 price, the retainership will be offered to the bidder quoting L1 price and obtaining the highest marks in the technical evaluation. Further where the marks in the technical evaluation are same, the retainership will be offered to the bidders having the highest average turnover.

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

Signature of Authorized Signatory

Full Name

Address

SECTION- 3
CONTRACT AGREEMENT

DRAFT CONTRACT AGREEMENT

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

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

WHEREAS

The Client intends to appoint a Legal Retainer Consultant for the period of 1 (one) year.

- (A) the Client has appointed M/s _____ as Legal Retainer Consultant as per Letter of Award for the successful execution of the retainership;
- (B) the Legal Retainer Consultant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1. Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) "Contract" means this Contract together with all Appendices/ Attachments;
- (c) "Effective Date" means the date on which this Contract comes into force
- (d) "Personnel" means persons hired by the Legal Retainer Consultant as employees/individual retainer(s) and assigned to the performance of the Services or any part thereof
- (e) "Party" means the Client or the Legal Retainer Consultant, as the case may be and Parties collectively;
- (f) "Assignment" means to carry out the scope of work as per the Bid Document
- (g) "Services" means the work to be performed by the Legal Retainer Consultant in the period of its engagement pursuant to this Contract;
- (h) "Starting Date" means the date referred to in Clause 2.2 hereof; and
- (i) "Third Party" means any person or entity other than the Government, the Client, the Legal Retainer Consultants.

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or

of agent and principal as between the Client and the Legal Retainer Consultant. The Legal Retainer Consultant, subject to this Contract, has complete charge of personnel performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Law Governing Contract

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

1.4. Language

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

1.5. Headings

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

1.6. Notices

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

For the Client:

**General Manager
PFC Consulting Ltd., 9th Floor, A Wing,
Statesman House, Connaught Place,
New Delhi – 110 001
Telefax: 011-23443713**

For the Legal Retainer Consultant:

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

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

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

1.7. Location

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

1.8. Authorised Representatives

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

- (a) on behalf of the Client by **General Manager (F&A)** or his designated representative;
- (b) on behalf of the Legal Retainer Consultant by _____ or his designated representative.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

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

2.2. Commencement of Services:

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

2.3. Expiration of Contract

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

2.4. Entire Agreement

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

2.5. Force Majeure:

2.5.1 Definition

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

(b) Force Majeure shall not include:

- (1) Any event which is caused by the negligence or intentional action of a Party or agents or employees, nor
- (2) Any event which a diligent Party could reasonably have been expected to both
 - I. take into account at the time of the conclusion of this Contract, and
 - II. avoid or overcome in the carrying out of its obligations hereunder.

(c) The Legal Retainer Consultant shall not be paid/reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

2.5.2 No Breach of Contract

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

2.5.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove his inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the

occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.5.4 Extension of Time

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

2.5.5 Audit

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

2.6. Suspension

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

2.7. Termination

2.7.1 By the Client

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

- (a) if the Client comes to the knowledge that Legal Retainer Consultant has misrepresented or had concealed the facts in the bid getting the award.
- (b) if the Client comes to the knowledge that Legal Retainer Consultant has will-fully misstated the facts in the bid, the Client has right to debar the Legal Retainer Consultant for future assignments with PFCCL for a period of maximum three years.
- (c) if the Legal Retainer Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

- (d) if the Legal Retainer Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (e) if the Legal Retainer Consultant fail to comply with any final decision reached as a result of proceedings pursuant to Clause 8 hereof;
- (f) if the Legal Retainer Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Legal Retainer Consultant know or discover during the course of retainerhip to be false;
- (g) if, as the result of Force Majeure, the Legal Retainer Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (h) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 Cessation of Rights and Obligations

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

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

2.7.3 Cessation of Services

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

2.7.4 Payment upon Termination

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

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

2.7.5 Drop Dead Fee

If due to any reason, the Assignment is dropped and the Legal Retainer Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Legal Retainer Consultant and the claims already raised, as per the payment terms, plus the expenditure incurred (on tour, travels etc.), if any, relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.

3. OBLIGATIONS OF THE LEGAL RETAINER CONSULTANT

3.1. General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interest

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

3.3 Benefit from Commissions, Discounts etc.

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

3.4 Confidentiality

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

3.5 Prohibition of Conflicting Activities

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

Contract.

3.6 Insurance to be Taken Out by the Legal Retainer Consultant

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

3.7 Liability of the Legal Retainer Consultant

The Legal Retainer Consultant shall be liable to the Client for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the Client as a result of a default of the Legal Retainer Consultant in such performance, subject to the following limitations:

- (a) The Legal Retainer Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Legal Retainer Consultant's Personnel; and
- (b) The Legal Retainer Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Legal Retainer Consultant had no control.

3.8 Indemnification of the Client by the Legal Retainer Consultants

The Legal Retainer Consultant shall keep the Client, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract by the Legal Retainer Consultant, or the Legal Retainer Consultant's Personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.9 Reporting Obligations

The Legal Retainer Consultant shall submit to the Client the reports and documents as per the Letter of Award, in the form, in the numbers and within the time periods desired by the Client, including any supporting data required by the Client.

3.10 Documents Prepared by the Legal Retainer Consultant to Be the Property of the Client

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

4 LEGAL RETAINER CONSULTANT'S PERSONNEL

- 4.1** The Legal Retainer Consultants shall employ/engage and provide such Personnel as are indicated in the Offer of the Legal Retainer Consultant as accepted by Client including Price

Offer against the terms of the letter of invitation of bids to carry out the Services.

4.2 Removals and/or Replacement of Personnel

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

4.2.2 If the Client:

- i. finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- ii. has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Legal Retainer Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

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

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

4.3 Any other personnel of Legal Retainer Consultant (including trainees etc.) may be allowed to work/ tour with the team with the prior approval of the Client but no claims for their effort/ tours would be admissible.

4.4 The augmentation of the team strength/change in members would have to be made within 7 calendar days of an instruction to this effect from the Client. The inclusion of additional members/ any change in existing members would have to be approved by the Client.

5 OBLIGATIONS OF THE CLIENT

5.1 Payment

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

6 PAYMENTS TO THE LEGAL RETAINER CONSULTANT

6.1 Payment Terms

- a) The Legal Retainer Consultant shall have to deploy the team as per requirement of the Client. All such requisition shall be made by CEO of the Client or any other official authorised by CEO of the Client. The monthly lump sum price is firm till completion of the engagement period.

- b) The Legal Retainer Consultant shall submit the bills in duplicate to the Client addressed to an executive authorised by CEO of the Client, indicating the Services provided as per terms of payment of Letter of Award.
- c) All payments would be claimed by the Legal Retainer Consultant from the Client after being due, and would be accepted for payment by CEO of the Client or any other official authorised by CEO of the Client, as per the terms and conditions and based on satisfactory progress and quality of the work in his sole discretion.
- d) In case of tours and travels made beyond NCR Limits and undertaken with prior consent / requirement of PFCCL, the Firm would be reimbursed To & Fro journey fare, Accommodation expenses, Dearness Allowance and local conveyance at the destination as below on production of documentary evidences / proof(s), in original, of the expenditure incurred. PFCCL would be the sole authority to decide on the number of the member(s) to undertake the tours. PFCCL reserves the right to make tour and travel arrangements on its own.

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

No claim for journey fare/accommodation expenses/Local Conveyance for travel from the Retainer office to PFCCL headquarter at New Delhi or for travel in NCR limits will be admissible, in case the Retainer is based outside Delhi NCR

The TA/DA for any outstation journey if required for the above said arrangement shall be dealt and regulated as per the PFCCL rules. In this regard, Sr. Associate shall be entitled for the reimbursement/ payment as applicable for the level of Manager and the Sr. Partner shall be entitled for the reimbursement/ payment as applicable for the level of General Manager of the PFCCL.

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

7 FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

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

8 SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Settlement through a Committee

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

9 JURISDICTION AND APPLICABLE LAW

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

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

FOR AND ON BEHALF OF PFC Consulting Limited

By **General Manager (F&A)**
Authorized Representative

FOR AND ON BEHALF OF _____
By _____

Authorized Representative

LIST OF APPENDICES ALONG WITH THE CONTRACT AGREEMENT

A - Letter of Award to the Legal Retainer Consultant

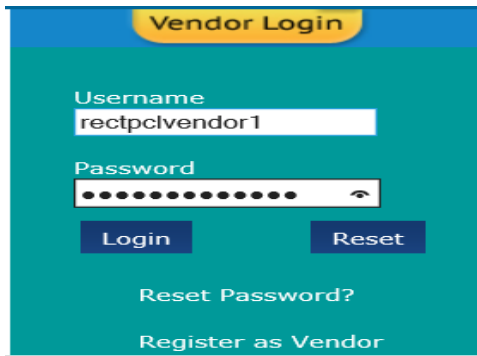
SPECIAL INSTRUCTIONS TO FIRMS FOR E-TENDERING

1. Use Internet Explorer to go to <https://www.mstcecommerce.com/eprochome/pfccl>

2. On the right side of the page click on Register as a Vendor:

3. Fill the form that appears to create username and password.

4. Once the registration is done, login with your user name and password:



Vendor Login

Username
rectpclvendor1

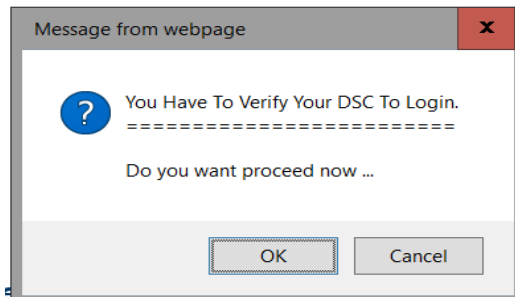
Password
••••••••••

Login Reset

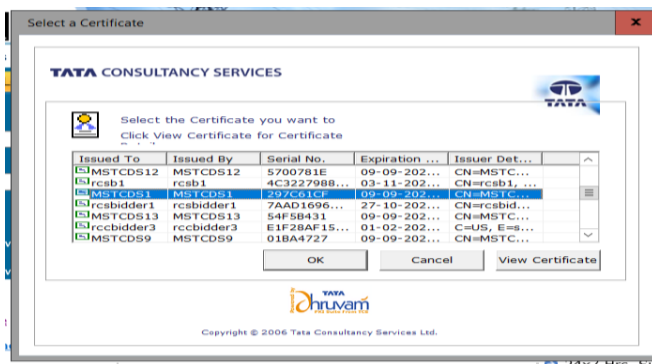
Reset Password?

Register as Vendor

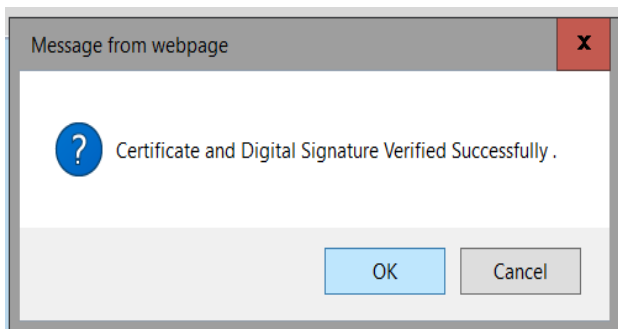
- System will ask you to verify your digital signature



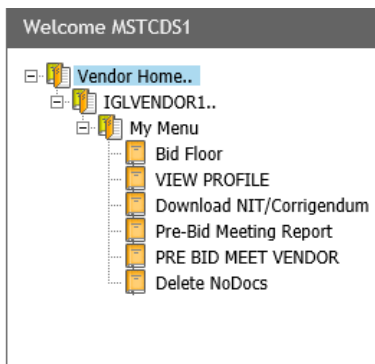
- Press Ok and select your digital signature from the List:



- Your digital signature will be verified



- Once login is complete, a Firm can access My Menu through the left side of the page:



9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendum's. Select Event number and click on download to download the files:

10. To submit the bid a Firm can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

11. On clicking the event number, if the Firm has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc) or RTGS/NEFT (Challan).

12. Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically.

On clicking the tender number one of the following screens will appear:
For 2 cover with price bid in excel

ITEM NO	ITEM Name	Price Bid	Final Submission	Withdraw Bid	Delete Bid	Bid Status
1	BUILDING	Download Upload Price	Final Submission	Withdraw Bid Submit regret letter with	Delete Bid	No Bid Saved

E-Tender Technical Cum Price Bid

Lot No/Lot Name	Cover 1	Cover 2	Final Submission	Withdraw Bid	Delete Bid	Bid Status
1 test 1	Techno-Commercial	Price	Final Submission	Withdraw Bid	Delete Bid	Price Saved
2 test 2	Techno-Commercial	Price	Final Submission	Withdraw Bid	Delete Bid	No Bid Saved

13. For each type of event the event details including start time and close time the details will be given on the top of the page.
14. To submit the tender the Firm has to start from top left and submit the details one by one.
15. For 2 cover with price bid in excel, the Firm has to submit technical bid, by filling the details and clicking the save button.

Purchaser's Specification		Agree
1.1	a	Agree
1.2	a	Remarks
1.3	a	AGREE
1.4	a	Agree
1.5	a	AGREE

- a) After the technical bid is saved, a Firm can proceed to uploading documents through the link upload docs:

UPLOAD DOCUMENTS

Select Cover : Technical Bid

spec

- b) Please note that under no circumstance the price bid excel has to be uploaded here.
- c) After the documents have been uploaded, the Firm can click on download excel to download the excel format.
- d) Fill up the excel sheet as per the details given therein and tender document.

- e) To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.

Upload Price Bid File :17-18-ET-19-5312-38840-Book2.xls

• Browse File : Browse...

Uploaded File Details

• File Name : File Size[bytes] : Encrypted File Size[bytes] :

• File Size % Increase After Encryption :

• Uploaded And Encrypted Bid File:

Upload And Save Encrypt File

- f) The Firm can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

16. For E-Tender Technical Cum Price Bid:

- In the manner similar to above the Firm has to fill up Common terms, then press save button to submit.
- Then the Firm has to upload documents as per the list shown therein.
- Once the documents are uploaded the Firm has to submit the Technical and Price bids.
- The Firm can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. **Please note that at the end the bid must be final submit, otherwise the same will not be considered.**

Firm's may note that in each case using the Delete bid button will only delete the bids and then the Firm can resubmit upload tender closing time.

Using the withdraw button the bid will be withdrawn and the Firm will not be allowed to submit any further bid in that event.

For any assistance regarding the Tender Document and/or term and conditions the Firms may contact at PFCCL:

Contact Person	Mr. Milind Madhusudan Dafade (SGM) Mr. Rakesh Sharma, DGM
Telephone	011-23443920/713 [between 9:00 hrs to 17:30 hrs on working days]

For any assistance during bid submission, system settings etc. Firms may contact at MSTC:

Phone Number

03322901004, 01123212357, 01123215163, 01123217850

Email

mstcnro@mstcindia.co.in

Please mention "Helpdesk" as subject while sending emails

Availability

10 AM to 5:30 PM on all working days.