# PFC CONSULTING LIMITED

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

## ELECTRONIC TENDER DOCUMENT

## FOR

## APPOINTMENT OF TAX CONSULTANT FOR DIRECT & INDIRECT TAX MATTERS

**(Only for Consulting Organizations empaneled with PFCCL under Area Code 2(n) or 2(j) or 2(m)/ Immediate previous Statutory Auditors of PFC, subsidiary companies of PFC and PFCCL who have completed the cooling off period of two years as on the date of issuance of tender)**

PFC CONSULTING LTD.

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

**Registered Office**
**1st Floor, "Urjanidhi" 1, Barakhambha Lane, Connaught Place,**
**New Delhi – 110 001**

…….

**Ref No.: PFCCL/01/2026/Tax Consultant** **Date: ……., 2026**

PFC Consulting Ltd. invites E-Tenders for the Appointment of Tax Consultant for Direct and Indirect Tax related Matters of PFCCL.

| | | |
|---|---|---|
| a) | Start Bid Date & Time | **……., 2026 from 00:00 hrs (IST)** |
| b) | Close Bid Date & Time | **……., 2026 till 00:00 hrs (IST)** |
| c) | TOE Start Time | **…….,2026 at 00:00 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 Bidder will have to necessarily download an official online copy of the Tender Document from e-Procurement Portal https://mkp.gem.gov.in/market. 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 bidder 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. Bidders are advised to start the registration process on the e-Procurement Portal as it may take a few days so as to avoid any delay in bid submission (upload) stage. Bidders may visit GeM's's e-procurement Portal Guidelines for vendors at https://mkp.gem.gov.in/market for further details.

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# ***SECTION -1***
# ***BID INVITATION***

# BID INVITATION LETTER

**Ref No.: PFCCL/01/2026/Tax Consultant** **Date: ……., 2026**

To

_____
_____
_____
_____

**Sub: Appointment of Tax Consultant of PFCCL & its Subsidiaries for Direct & Indirect Tax related matters**

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 (Rs.5 Lakhs) is held by PFC Ltd. Presently, PFCCL is responsible for preparation of account of PFCCL, subsidiary companies of PFC and subsidiary companies of PFCCL (List Enclosed).

## 1. BACKGROUND

PFCCL intends to engage a tax consultant on retainer ship basis for a period of one year for handling/ advising on direct and indirect tax related matters. **The term Tax Consultant hereinafter means Tax consultant of both GST Matters and Income Tax Matters**.

## 2. SCOPE OF WORK

The Scope of work of the tax consultant is indicative and not exhaustive including:

**Part A- GST Matters**

a) Conducting detailed scrutiny of trial balance / ledger review on quarterly / monthly basis to ensure that GST is being paid on all taxable supplies under forward charge as well as reverse charge mechanism;

b) Verifying the issuance of invoices, debit, credit notes, bill of supply and other documents and records maintained to check whether they are as per the GST Law;

c) To validate the monthly output liability of GST and claim of input tax credit computed by PFCCL including exercise of matching of input tax credit as per applicable FORM GSTR-2B, etc. with the accounts;

d) To provide guidance and to review and verify the monthly / annual GST returns and file the vetted GST returns along with preparation of the annual reconciliation statements which is required to be submitted with the annual return;

e) Advising on all the matters (regarding GST Law, accounting, process, policy, system and software) to ensure GST compliance.

f) Assistance in all GST compliances including audit proceedings / show cause notices/appeals/demands and other proceedings as applicable initiated by appropriate authorities including drafting/ filing of replies, stay of demand and submissions and representation, pursuing, assisting and coordinating with GST authorities for getting refunds / settle demands. Further similar assistance will also be provided in respect of service tax matters, if any.

g) To provide guidance/advise for developing necessary tools for review, monitoring, reporting and compliance with reports required in GST regime and verify completeness of the data generated through the system for GST Returns;

h) Assist in obtaining/surrendering/revocation of GST registration for ITPs/SPVs coming under the ambit of GST from time to time.

i) Assisting in e-Invoicing requirement, HSN update in the system and likewise changes required as per law in force as required from time to time

j) Correspondence and representing company with Tax Department for the appeals, assessments and various notices received from GST Authorities;

k) Assist in any other tax related matters and issuance of any certificate if required under the law.

**Part B- Income Tax Matters**

a. Verification and deposition of TDS on monthly basis;

b. Verification and deposition of Advance Tax calculated on quarterly basis based on past records and estimations received;

c. Reconciliation of TDS deducted by the clients with the 26AS on quarterly basis;

d. Preparation & Filing of Income Tax Return and Quarterly TDS return (Salary and other than salary along with Annexure-II for employees head wise salary breakup) with Income Tax Department;

e. Issuance of TDS certificate (Form 16 and 16A);

f. Correspondence and representing company with Tax Department for the appeals, assessments and various notices received from TDS and Income Tax Authorities for PFCCL, its ITPs/SPVs.;

g. Deal with the IT authorities for ITR assessment completion on yearly basis including the refund to be processed, if any and also follow up with the IT department for pending refunds, if any, since incorporation in PFCCL, its ITPs/SPVs.

h) Assisting in the Tax Audit under the Income Tax Act, 1961 and preparation of various tax audit annexures as required by the Tax auditors.

i) Calculating / verifying the tax impact related to calculation of current and Deferred Tax of PFCCL along with various tax reconciliation as per Ind-AS on quarterly and yearly basis.

In addition to above scope, the tax consultant should also:

a. Assist the Corporation in GST & Tax planning and assessing its tax positions;

b. Keeping PFCCL informed about any changes which may take place in GST & Income Tax from time to time and its impact on the Corporation

c. To create training material & presentation / manual for the use of PFCCL's staff.

d. Assist in any other tax related matters and issuance of any certificate if required under the law

**3. DELIVERABLES**

The firm/ organization are required to deliver the following deliverables in line with the scope of work. These time schedule may increase or decrease as required by PFCCL.

### Deliverables in respect of GST Matters:

i) Consultant has to submit their report on review/ verification made on monthly/ quarterly basis with comments if any (as per scope of work Part –A.a & A.b)

ii) Consultant has to validate the monthly output liability and ITC along with its reconciliation with books on monthly/ annual basis and submit a filing report (as per the scope of work at Part A.c & A.d)

iii) Consultant has to advise/ assist in all GST related compliances and represent the Company in audit/other proceedings as applicable with the GST/ Service tax department authorities (as per the scope of work at Part A.e, A.f , A.h, A.i, A.j & A.k)

iv) Report on quarterly basis regarding completeness of the data generated through the system for GST Returns (as per scope of work at Part –A.g).

v) Timely report/ presentation on changes, if any introduced under the law impacting the Company.

### Deliverables in respect of Income Tax Matters:

i) Consultant has to verify the TDS, Advance Tax to be deposited on monthly/ quarterly

basis (as per scope of work at Part –B.a & B.b).

ii) Consultant has to submit the Quarterly 26AS reconciliation report with books (as per scope of work at Part –B.c).

iii) Consultant has to submit quarterly/ annual filing report of TDS, Income Tax returns and TDS certificates (as per scope of work Part –B.d & B.e).

iv) Consultant has to advise/ assist in all Income Tax related compliances (including Tax Audit) and represent the Company with the tax department authorities (as per the scope of work at Part B.f, B.g & B.h)

v) Consultant has to calculate/ verify the tax impact on quarterly and annual basis along with various tax reconciliations (as per scope of work Part –B.i)

vi) Timely report/ presentation on changes, if any introduced under the law impacting the Company.

There may be any other deliverables, which are not specifically mentioned above but may be required for completing the Assignment. The Tax Consultant shall have to provide such deliverables, as identified by PFCCL for the successful completion of the Assignment to its satisfaction.

**Deliverables (Quarterly and monthly basis)**
**Prepare checklist of deliverables.**
**Payment shall be released only after completing all the work as per the checklist and upon submitting of all the deliverables.**

## 4. ELIGIBILITY CRITERIA

i) The Bidder should be reputed Chartered Accountancy Firm/ organisation (bidder) registered with ICAI with a minimum experience of 12 years.

ii) The Bidder should have minimum of 3 partners with at least 2 partners having at least 10 years' experience in taxation field.

iii) The existing partners/paid professionals having experience of handling at least 5 decided cases before CIT (A)/ ITAT/ CESTAT/GSTAT/AAR in last five years.

iv) The Bidder should have at least average Turnover of Rs. 1 Cr. in any three (03) financial years starting from FY 2023-24 to FY 2025-26 as per audited annual account. The bidder should submit documentary proof in support of the turnover in the form of self-certified copy of ITR of the firm/ organisation along with copy of Balance sheet and Statement of Profit & Loss account.

v) The Bidder should have undertaken/ handled Tax Consultancy of Consulting Organisation/Public Sector Undertaking/ Banks/ private sector organisations etc. during last three (3) years i.e. period from Indian FY 2023-2024 onwards including the current Financial Year till date of issue of the tender.

The bidder should have atleast 3 partners on the date of issue of tender. Documentary proof in the form of self-certified copy of Partnership deed should be given.

The firm/ organisation is required to submit the documentary evidence for meeting the above eligibility criteria at Para 4 (i to v) as per the format enclosed at Form No.2. The firm/organization should not be blacklisted from Government department/ Public Sector

Undertaking (Including PFC/PFCCL)/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

## 5. CONTENTS OF BID DOCUMENTS

The bid document contains the following documents.

**Section -1 : Bid Invitation Letter**

**Section -2 : Bid Forms**

**Section- 3 : Contract Agreement**

## 6. PERIOD OF ENGAGEMENT

The period of engagement would be for a period of 1 year which may be further extended on year to year basis maximum for two (2) years upon satisfactory performance and on same terms & conditions and price subject to PFCCL's discretion. Price cannot be escalated.

## 7. BASIS OF OFFER

The price offer for the Assignment should be quoted on a lump sum yearly basis for the assignment period 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.

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

## 8. TEAM COMPOSITION AND TEAM MEMBERS

The audit team should consist of the following:

a. **Team Leader**: 1 Senior Partner having a post qualification experience of 10 years or more for overall supervising the team and reporting.

b. **Other Members**:

   i. 2 Chartered Accountant (partner or paid employee) having post qualification experience of 5 years or more at the execution level.

   ii. 2 support staff consisting of either paid employee of the firm/ organisation or experienced article clerks having work experience of 2 years or more. Qualification should be CA-inter a graduate or post graduate in commerce or MBA finance or CMA or CS.

## 9. SUBMISSION OF BID

9.1 The Chartered Accountants or a Cost Accountant Firm/ organisation (bidder) empanelled (as on the date of issue of tender) with PFCCL under area code 2(n) or 2(j) or 2(m) and immediate previous Statutory Auditors of PFC, subsidiary companies of PFC and PFCCL, who have completed the cooling off period of two years as on the date of issuance of tender would

be eligible to Bid.

9.2 Bid shall consist of two parts **"Technical Proposal"** and **"Financial Proposal"** and should be duly submitted online using the e-Procurement Portal https://mkp.gem.gov.in/market before the due date and time.

Note:

a) The Chartered Accountants or a Cost Accountant Firm/ organisation (bidder) should be empanelled (as on the date of issue of tender) with PFCCL under area code 2(n) or 2(j) or 2(m). Immediate previous Statutory Auditors of PFC, subsidiary companies of PFC and PFCCL are also eligible for participating in the bid, who have completed the cooling off period of two years as Statutory Auditors in PFC/PFCCL or any subsidiary of PFC/PFCCL as on the date of issuance of tender.

b) The Bidder 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 Proposal 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.
Note: Bidders are advised to submit documentary evidence of educational/ professional qualification/ CA member ship certificate/ Firm identity card not less than three (3) months old.

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) Note: Bidders are advised to submit proper and complete documents in support of establishing evidence of past experience.

f) Documentary proof in support of turnover shall be submitted by the Bidder in the form of self-certified ITR of the firm/ organisation 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 authorised representative of the bidder, which shall constitute the bid.

The "FINANCIAL PROPOSAL" should contain the detailed price offer for the consultancy services as per format provided at Form-6 of Bid Document.

9.3 Bidders are instructed not to approach via e-mail, fax and telephone or contact any official in PFCCL as regards to this bid after the submission of the bids, apart from communications by PFCCL in writing and any bidder doing so shall be summarily rejected.

## 10.0 BID OPENING AND EVALUATION OF PROPOSALS

### 10.1 Opening of Technical Proposal

The **"Technical Proposal"** will be opened on …….., 2026 at 00:00 Hrs in the presence of the authorized representatives of the agencies, who wish to be present.

### 10.2 Technical Proposal Evaluation

The Technical evaluation would be in two parts:

#### A. COMPLETENESS OF BID WITH RESPECT TO THE BIDDING DOCUMENT

i) The Chartered Accountants or a Cost Accountant Firm/ organisation (bidder) should be empanelled (as on the date of issue of tender) with PFCCL under area code 2(n) or 2(j) or 2(m). Immediate previous Statutory Auditors of PFC, subsidiary companies of PFC and PFCCL are also eligible for participating in the bid, who have completed the cooling off period of two years as Statutory Auditors in PFC/PFCCL or any subsidiary of PFC/PFCCL as on the date of issuance of tender.

ii) The Technical Proposal should contain Form-1, Form-2, Form-3 and Form-4 duly filled and signed by authorised signatory and authority letter as per Form-5.

iii) The Bidder should agree to the entire scope of work and deliverables. No proposal for part scope of work will be considered.

iv) The Bidder should submit a Letter of Authority in favour of the authorised signatory submitting the Bid as per Form -5.

v) 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.

vii) 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.

viii) Details of key personnel proposed to be deployed are to be provided in Technical bid as per format provided at Form -4.

Bid of any firm/ organisation not meeting any or all the above criteria will not be considered responsive and the technical evaluation of the firm/ organisation will not be carried out. Further, the bid shall be rejected outright.

#### B. EVALUATION OF EXPERIENCE OF THE FIRM/ORGANISATION: MAXIMUM 100 MARKS

The bidder's relevant experience in the past three years (from Indian FY 2023-24) onwards including the current Financial Year till the date of issue of the tender) will be considered. Experience of the bidders would be evaluated on the following basis:

i) Experience of the firm/ organisation (age of the firm/ organisation): Maximum Marks (25)

(12<Age < 15 Years, 15 marks), (15 years ≤ Age < 20 Years, 20 marks) and (Age ≥ 20, 25 marks)

ii) Number of Partners: Maximum Marks (15)
(3<No ≤5, 5 marks), (5<No ≤ 10, 10 marks) and (No ≥ 10, 15 marks)

iii) Experience in tax consultancy in last three years: Maximum Marks (20)
(Consulting organization /PSU/FI/Joint Sector/Banks, 15 marks) and (Private sector, 5 marks).

iv) Average Turnover in last three years: Maximum Marks (15)
(Rs. 1 Crore < Turnover ≤ 3 Crore, 5 marks), (Rs. 3 Crore< Turnover ≤ Rs. 5 Crore, 10 marks), and (Turnover > Rs. 5 Crore, 15 marks)

v) The existing partners/paid professionals having experience of handling at least 5 decided cases before CIT (A)/ ITAT/ CESTAT/GSTAT/AAR in last five years: Maximum Marks 15 (5<No<10, 10Marks), (No≥ 10, 15 Marks)

vi) Association with PFC/Subsidiary Companies of PFC Ltd/ Subsidiaries of PFCCL : 10 marks

Note: Audit of each financial year has been considered as separate audit.

Documentary evidence like Firm registration certificate/ ICAI firm card, Client's certificate, Copies of LoI/LoA/appointment letter, Completion Certificate, Proof of final payment, Balance Sheet & Profit and Loss accounts, ITR, CAG empanelment letter and other documentary evidence for cases before CIT (A)/ ITAT/ CESTAT/GSTAT/AAR in last five years, as applicable.

The Bidders who are responsive and obtain 70% marks or more would qualify for the opening of financial proposals. Financial Proposal of other Bidders will be returned unopened.

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

**The bidder who are responsive and obtain 70% marks or more would be regarded technically qualified for opening of "Financial Proposal".**

## 11.0 OPENING AND EVALUATION OF FINANCIAL PROPOSAL

### 11.1 FINANCIAL PROPOSAL OPENING

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

### 11.2 FINANCIAL PROPOSAL EVALUATION

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

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

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

## 12.0 CONTRACT AGREEMENT

**12.1** In the event of award, the selected firm/ organisation 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.

**12.2** 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.

**12.3** The Agreement will be signed in two originals and the selected firm/ organisation shall be provided with one signed original agreement.

**12.4** The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.

**12.5** 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.

## 13.0 VALIDITY OF BID

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

## 14.0 CONTRACT PERFORMANCE GUARANTEE (CPG)

In the event of an award, the selected bidder, within ten (10) days of receipt of Letter of Award (LoA) from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) of Five (05) Percent of the Contract value. The CPG/ BG should be as per performa (will be given to the successful bidder) and should be kept valid up to fifteen (15) months from the date of issue of Letter of Award (LoA). Upon extension of contract, CPG extension will be subsequently placed.

## 15.0 TERMS OF PAYMENT

The monthly fees would be payable to the consultant upon successful submission of deliverables as required. The price offer for the Assignment should be quoted on lump sum yearly 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.

The consultant shall submit the bills in duplicate to PFCCL addressed to an executive authorised by CEO, PFCCL, indicating the stage achieved, out of the ones indicated above. The payment shall be made within 15 days of submission of Bills to PFCCL in the following month on satisfactory completion of work.

## 16.0 OTHER TERMS & CONDITIONS

a) The financial proposal by the bidders shall be in Indian Rupees as per format enclosed (Form 6) with no escalation provision for any reason whatsoever till the completion of the Assignment.

b) The selected firm/ organisation shall make available the services of the identified personnel as may be required for successful execution of the assignment and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.

c) All claims shall be raised by the selected firm/ organisation 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.

d) In case there is a delay by the selected firm/ organisation in accomplishing the work as per scope of work which in the opinion of PFCCL is attributable to the selected tax consultant, PFCCL reserves the right to get such specific work(s) done through any other firm/ organisation(s) at the risk and cost of the selected tax consultant for timely completion of the work.

e) In case the performance of the proposed team member(s) is not satisfactory, the consultant will be asked to change/replace the team member(s) within three days of receipt of such request from PFCCL with a member acceptable to PFCCL.

f) PFCCL with the approval of CEO cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect.

g) Given the nature of the work being entrusted, the selected firm/ organisation would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the firm/ organisation will be liable for termination.

h) If due to any reason or decision of the Govt./PFC/PFCCL, the services of firm/ organisation is dropped and the firm/ organisation is directed to discontinue work, the “Drop Dead Fee” would be limited to the payments received by the firm/ organisation and the claims already raised, as per the payment terms relating to the Assignment, till the point off the Assignment or as mutually agreed.

i) Conflict of Interest: Firm/ organisations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other firm/ organisations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL's consulting business in future. Without limitation on the generality of the foregoing, firm/ organisations would not be hired, under the circumstances set forth below:

j) Firm/ organisations who have business or family relationship with member(s) of PFC's / PFCCL's and/or 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/ organisation when being engaged, and if found incorrect, the firm/ organisation would be debarred from any further engagement by PFC/PFCCL or subsidiary of PFC/PFCCL ever.

k) The CA Firm/ organisation 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 auditor, or its personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

l) No offer should be sent by Fax or E-mail.

m) PFCCL reserve the right to accept or reject any or all Proposals/Offers or annul the bid Process or modify/ change the content of the bid document without assigning any reason.

n) PFCCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.

Yours sincerely,

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

**(Rakesh Mohan)**
**Chief General Manager (F&A)**

Encl.: As Above

# ***SECTION- 2***
# ***BID FORMS***

**FORM – 1: COVERING LETTER**

| From: | To: |
|---|---|
| Name: | Chief General Manager (F&A) |
| Designation: | PFC Consulting Ltd., 7th Floor, A |
| Address: | Wing, Statesman House, |
| | Connaught Place, |
| | New Delhi – 110 001 |

Sir,

**Sub: Appointment of Tax Consultant of PFCCL & its subsidiaries for Direct & Indirect Tax related matters.**

We_____(Name of Chartered Accountant or Cost Accountant Firm/ organisation) herewith enclose Technical & Financial proposal for selection of our firm/ organisation as Tax Consultant on lump sum yearly basis for handling direct and indirect tax related matters of PFCCL.

1) We are submitting our bid consisting of:

   i) Technical Bid consisting of:

      (1) The Covering Letter (Form-1) in which the firm/ organisation 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/ organisation 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 assignment 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 assignment.

3) We declare that the above quoted lump sum yearly fee by firm/ organisation and shall remain valid for the entire period of the Assignment. We further declare that the above quoted lump sum yearly fee is including applicable taxes payable by us under this assignment.

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 proposal 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/ organisations interested in this proposal as principal or principals are named herein and that no other company, person or firm/ organisation 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 and Non-disclosure 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 proposal is unconditional. The Bid will be valid 120 (One hundred twenty days) from the date of submission of bid.

12) We also declare that by taking this assignment we do not have any conflict of interest with any of our prior or current obligations to other firm/ organisations/clients 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 tax consultant, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the organization would be terminated.

15) We hereby confirm and declare that we are not blacklisted/ De-registered/ debarred/ termination of Contract/ by any Government department/ Public Sector Undertaking (Including PFC/PFCCL)/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Signature of Authorised Person

Name

Designation & Company Seal

Date:

Place:

## Form 2: EXPERIENCE OF FIRM/ ORGANISATION

1. Brief Description of the Firm/ organisation :
   Year of Incorporation :
   Total no. of years of experience of Firm/ organisation :
   No. of Partners :
   Turnover of the Firm/ organization
   (FY 2023-24, 2024-2025 & 2025-26) :
   No. of CA(s) Cost Accountant, MBA, CS, Graduate/Post
   Graduate in commerce employees (in Delhi/NCR) :
   No. of Semi Qualified & Articles Assistants Tax
   Consultant/Other Consultant :
   Empanelment with C&AG :
   Association with PFC Ltd. or Subsidiaries of PFC Ltd. :

2. Outline of experience on assignment as mentioned below:

| S.No. | Name of audit work taken/ Assignment | Name of Firm/ Organisation | Year of Audit Work | 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) Copies of appointment letter/ LoI/LoA/Client's certificate and ii) Completion Certificate/Proof of final payment in support of past experience. Last 3 (Three) year experience from the bid dead line will be considered for evaluation.

2) The Firm/ organisation's relevant experience from Indian FY 2023-24 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** |
|---|---|
| | Team Members |
| | 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 organisation:

Educational Qualification:

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

(Please enclose attested copy of educational qualifications)

Experience:

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

Language:

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

**Certification**

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

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/ ORGANISATION)

I_____certify that I am_____of the Firm/ organisation, organized under the laws of_____and that_____who signed the above proposal is authorised to bind the firm/ organisation 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 Tax Consultant of PFCCL & its Subsidiaries for Direct & Indirect Tax related matters**

***I _____ (Name) on behalf of _____ (name of the firm/ organisation***) herewith submit the financial proposal for selection of our firm/organisation as Tax Consultant for PFC consulting limited for Direct & Indirect Tax related matters.

**SCHEDULE OF PRICE BID**

(To be submitted as Financial Proposal)

| Item | Lump Sum Amount (In Rupees) per year | |
|---|---|---|
| | In figures | In words |
| For providing tax consultancy related to direct and indirect tax related matters of PFCCL and complete in all respect as per Scope of Work and Deliverables given in the bid document. | | |

Note:

1. The price offer for the Assignment should be quoted on lump sum yearly basis all-inclusive (taxes as applicable) as per bidding document. No escalation for any reason whatsoever shall be allowed 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 tax consultant by PFCCL

3. In case of more than one bidder at L1 price, the Assignment will be offered to the bidder quoting L1 price and obtaining the highest marks in the technical evaluation.

4. The financial proposal with condition(s) or alternate price bid will be summarilyrejected.

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. (PFCCL) 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 "Tax Consultant") which expression shall include its successors, executors, permitted on the other part.

**WHEREAS**

The Client intends to appoint a Tax Consultant to provide the tax consultancy related to direct and indirect tax related matters of PFCCL for the period from …….. to ……..

(A) the Client has appointed M/s_____as Tax consultant to handle the direct and indirect tax related matters of PFCCL from_____to _____ as per Letter of Invitation of Bid (Appendix A), Price Offer of the tax consultant as accepted by the Client (Appendix B) and Letter of Award (Appendix C) for the successful execution of the Assignment;

(B) the Tax 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 Tax 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 Tax Consultant, as the case may be and Parties collectively;
(f) "Assignment" means to carry out the tax consultancy related to direct and indirect tax related matters of PFCCL for the period from **to** and to suggest for the improvement in the existing system procedures being followed by the Company- for a client.

(g) “Services" means the work to be performed by the Tax Consultant pursuant to this Contract for the purposes of the Assignment,
(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 Tax Consultants or a Tax Consultant.

**1.2. Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Tax Consultant. The Tax 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:**

**Chief General Manager (F&A)**
**PFC Consulting Ltd., 7th Floor, A Wing,**
**Statesman House, Connaught Place,**
**New Delhi – 110 001**
**Telefax: 011-23443713**

**For the Tax 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 **Chief General Manager (F&A)** or his designated representative;

(b) on behalf of the Tax 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 Tax Consultant confirming that the Contract has been accepted by the Client.

**2.2. Commencement of Services:**

The Tax Consultant 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 such Party's Sub-Consultant 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 Tax 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 fulfill 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 fulfill 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 tax consultant.

**2.5.5 Audit**

Not later than thirty (30) days after the Tax 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 Tax Consultant, suspend all payments to the Tax Consultant and invoke Contract Performance Guarantee hereunder if the Tax 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 Tax consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Tax 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 Tax 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 Tax Consultant has misrepresented or had concealed the facts in the bid getting the award.

(b) if the Client comes to the knowledge that Tax Consultant has willfully misstated the facts in the bid, the Client has right to debar the Tax Consultant for future assignments with PFCCL for a period of maximum three years.

(c) if the Tax 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 Tax 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 Tax Consultant fail to comply with any final decision reached as a result of proceedings pursuant to Clause 8 hereof;

(f) if the Tax Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the tax consultant know or discover during the course of assignment to be false;

(g) if, as the result of Force Majeure, the Tax Consultant 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 Tax 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 Tax 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 or decision of the Govt. the assignment is dropped and the Tax Consultant

is directed to discontinue work, the “Drop Dead Fee” would be limited to the payments received by the tax consultant and the claims already raised, as per the payment terms, till the point of calling off the Assignment or as mutually agreed.

## 3. OBLIGATIONS OF THE TAX CONSULTANT

### 3.1. General

#### 3.1.1 Standard of Performance

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

#### 3.1.2 Law Governing Services

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

### 3.2 Conflict of Interest

The Tax 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 Tax Consultant shall constitute the Tax Consultant’s only payment in connection with this Contract or the Services, and the Tax 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 Tax Consultant shall use their best efforts to ensure that the Personnel shall not receive any such additional benefits.

### 3.4 Confidentiality

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

### 3.5 Prohibition of Conflicting Activities

The Tax 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 Tax Consultant

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

### 3.7 Liability of the Tax Consultant

The Tax 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 Tax Consultant in such performance, subject to the following limitations:

(a) The Tax 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 Tax Consultant Personnel; and
(b) The Tax Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Tax Consultant had no control.

### 3.8 Indemnification of the Client by the Tax Consultant

The tax 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 Tax Consultant, or the Tax 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 Tax 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 Tax Consultant to Be the Property of the Client

All reports and other documents prepared by the Tax Consultant in performance of the Services shall become and remain the property of the Client, and the Tax 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 Tax 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 TAX CONSULTANT'S PERSONNEL

**4.1** The Tax Consultant shall employ/engage and provide such Personnel as are indicated in the Offer of the Tax 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 Tax Consultant, it becomes necessary to replace any of the Personnel, the Tax Consultant 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 Tax 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 Tax 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 Tax Consultant (including trainees, apprentices etc.) may be allowed to work/ tour with the team with the prior approval of the Client but no claims for their effort/ tours would be admissible.

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

## 5 OBLIGATIONS OF THE CLIENT

### 5.1 Payment

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

## 6 PAYMENTS TO THE TAX CONSULTANT

### 6.1 Payment Terms

a) The Tax 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 lump sum yearly price is firm till completion of the Contract.

b) The Tax Consultant shall submit the bills in duplicate to the Client addressed to an executive authorised by CEO of the Client, indicating the Stage achieved as per terms of payment of Letter of award.

c) All payments would be claimed by the Tax 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) The lump sum yearly 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 lump sum 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 Tax 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 **Chief 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 Tax Consultant.

## PFC Consulting Limited

### List of Subsidiaries of PFC Consulting Limited

| S No. | COMPANY NAME |
|---|---|
| 1 | CHHATARPUR TRANSMISSION LIMITED |
| 2 | SIOT TRANSMISSION LIMITED |
| 3 | JODA BARBIL TRANSMISSION LIMITED |
| 4 | RAMAKANALI B-PANAGARH TRANSMISSION LIMITED |
| 5 | GOLA-B RAMGARH B TRANSMISSION LIMITED |
| 6 | BHUJ II TRANSMISSION LIMITED |
| 7 | BHADLA & BIKANER COMPLEX TRANSMISSSION LIMITED |
| 8 | BHUJ ICT TRANSMISSION LTD |
| 9 | WAHIPORA AND SALLAR TRANSMISSION LIMITED |
| 10 | KANDLA GHA TRANSMISSION LIMITED |
| 11 | NES NAVI MUMBAI TRANSMISSION LIMITED |
| 12 | RAIGAD POWER TRANSMISSION LIMITED |
| 13 | ALIBAGH POWER TRANSMISSION LIMITED |
| 14 | LATUR REZ TRANSMISSION LIMITED |
| 15 | FATEHGARH II TRANSMISSION LIMITED |
| 16 | HEBBANI POWER TRANSMISSION LTD |
| 17 | HUMNABAD POWER TRANSMISSION LTD |
| 18 | BABAI TRANSMISSION LTD |
| 19 | BIKANER TRANSMISSION LTD |
| 20 | PUNE WEST POWER TRANSMISSION LIMITED |
| 21 | HINGOLI WEST POWER TRANSMISSION LIMITED |
| 22 | JAM KHAMBHALIYA REZ TRANSMISSION LIMITED |
| 23 | LAKADIA A POWER TRANSMISSION LIMITED |
| 24 | LAKADIA C POWER TRANSMISSION LIMITED |
| 25 | WESTERN GHATS PSP TRANSMISSION LIMITED |
| 26 | SATARA POWER TRANSMISSION LIMITED |
| 27 | KUSTAGI TRANSMISSION LIMITED |
| 28 | BENCHIGERE TRANSMISSION LTD |

### List of UMPPs

| S No. | COMPANY NAME |
|---|---|
| 1 | BIHAR MEGA POWER LIMITED |
| 2 | COASTAL TAMIL NADU POWER LIMITED |
| 3 | ORISSA INTEGRATED POWER LIMITED |