PFC CONSULTING LIMITED

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

FOR

APPOINTMENT OF LEGAL RETAINER CONSULTANT FOR PFC CONSULTING LTD.

(Only for 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

Date of Issuance - 12.02.2025

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

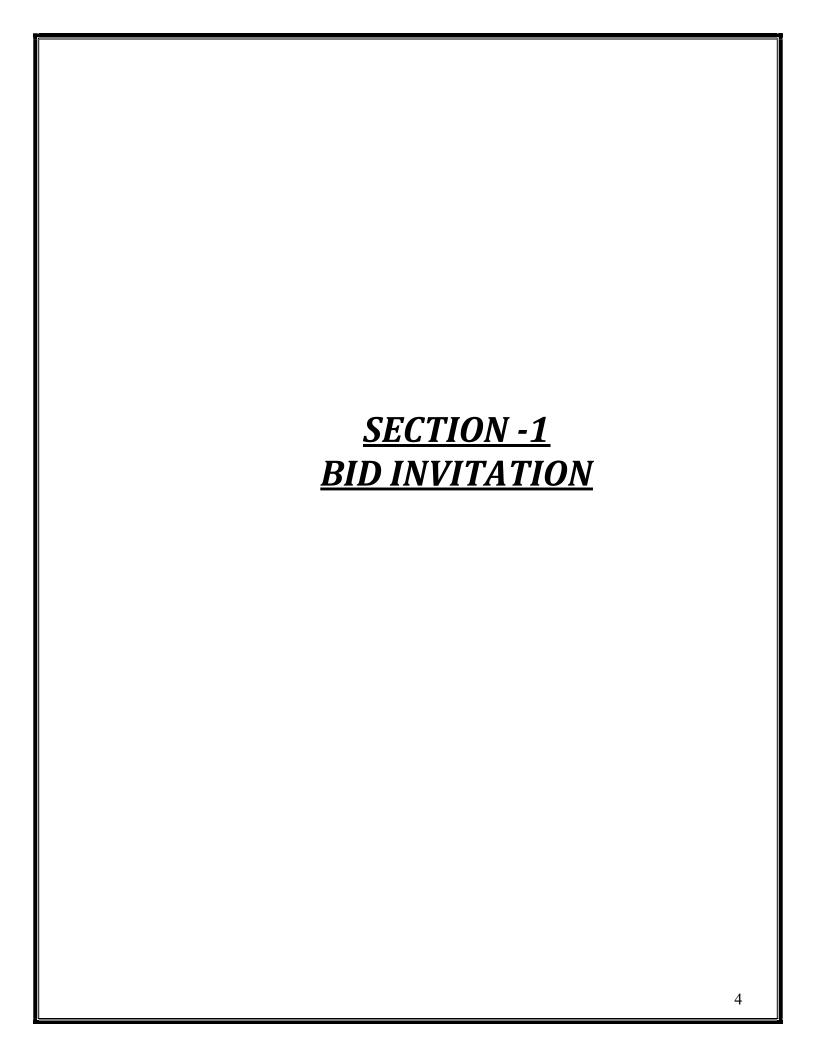
a)	Start Bid Date & Time	12.02.2025 from 09:00 hrs (IST)
b)	Close Bid Date & Time	28.02.2025 till 11:00 hrs (IST)
c)	Technical Bid Opening	28.02.2025 at 11:30 hrs (IST)
d)	Financial Bid Opening	To be intimated to qualified bidders

Note:

- 1. Tender Notice and Tender Document are available on PFC Consulting Ltd. (PFCCL) 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 GEM portal https://gem.gov.in. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the PFC Consulting Ltd. website and GEM 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 including cost of registration with the said e-procurement portal, if any. PFCCL 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 GEM portal as it may take a few days so as to avoid any delay in bid submission. Bidders may visit the said e-procurement Portal for further details.
- 4. In case of any query related to Bid Document, Bidders may send their queries on email id-cspfccl@pfcindia.com or may contact on 011-23443911/23443703.

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BID INVITATION LETTER

	Date:, 2025	
То		
- 		
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 Power Finance Corporation Ltd. (PFC).

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.

1. SCOPE OF WORK

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

- a) Drafting/Vetting of documents/correspondence.
- b) Review and Finalization of Contract Agreements.
- c) Advising on various laws, guidelines, circulars etc., as applicable with the purpose to strengthen the legality.
- 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 on behalf of its clients from time to time.
- e) Providing legal opinion on the matters referred above or any other matter concerned.
- f) Attending/ holding in house discussions and meetings at PFCCL Office and giving presentations as required.

- g) Issuing legal notice and/or replying to the legal notices received.
- h) Review and advise further course of action on the litigation filed against PFCCL or litigations handled by PFCCL on behalf of third parties/clients.
- i) Co-ordinates with advocate(s) engaged in various court cases.
- j) Accompany PFCCL officials in various court/commissions for on spot legal assistance.
- k) Filing of caveat on behalf of PFCCL/its clients
- l) Assisting in drafting various policies/circulars/regulations and providing opinion as may be required from time to time.
- m) Advice on any legal requirements to be fulfilled by it from time to time & keep PFCCL updated.
- n) Any other work not covered above, as the above scope of work is indicative only and not exhaustive.

As regards above scope of work, it shall include work relating to PFC Consulting Limited (PFCCL), its clients, subsidiaries of PFCCL, subsidiaries of Power Finance Corporation Limited (PFC) wherein client would mean Ministry of Power (MoP), GoI, CEA, third parties etc.

2. **DELIVERABLES**

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

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

- 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) Other Laws, as applicable.

B Other Deliverables

- a) Availability of the Retainer's Senior Partner/ Senior Associate for on the spot legal advice/ opinion, if necessary.
- b) All other ancillary legal/ secretarial work, which may be assigned.

3. ELIGIBILITY CRITERIA

- i) The Bidder should be empanelled (as on the date of tender) with PFCCL (under all area code 6(a), 6(b) and 6(c)).
- ii) The Bidder should be submitting the bid on its own and not in consortium with any other firms.
- iii) The Bidder should have at least an average Turnover of Rs. 1 crore in the immediate last three (03) financial years 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 firms along with copy of Balance sheet and Statement of Profit & Loss account

- iv) The Bidder 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 FY 2019-20 onwards including the current Financial Year till date of issue of the tender.
- v) The bidder should have at least 5 partners on the date of issue of tender.
- vi) EMD of INR 96,000/- (Ninety six thousand only) or as per GEM portal, whichever is higher, must be accompanied with Bid submission.

The firms are required to submit the documentary evidence for meeting the above eligibility criteria as per the format enclosed at Form No.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 the Legal 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 retainership agreement should be quoted on monthly basis (all inclusive, save and except GST/taxes to be borne by PFCCL), which shall be subject to deduction of applicable taxes.

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

7. TEAM COMPOSITION AND TEAM MEMBERS

The Legal Retainer Consultant would 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.),who shall be communicating and visiting PFCCL office as indicated below:

Senior Associate is expected to visit PFCCl office at least once a week and senior partner have to accompany him/her in case his/her presence is requested by PFCCL according to the nature of matter involved. Notwithstanding the same, in case of exigency PFCCL may require the services of the retainer even if Senior Associate/Partner has completed his/her visit during a particular week.

In case the performance of the team member(s) is not satisfactory, the Legal Retainer Consultant 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 would visit office as per the requirement of PFCCL. No conveyance charges would be charged by the Legal Retainer for visiting the PFCCL Office.

The TA/DA for any outstation journey (beyond NCR), if required for the above said arrangement would be dealt and regulated as per the Company's rules. Sr. Associate would be entitled for the reimbursement/ payment as applicable for the level of Deputy General Manager and the Partner would be entitled for the reimbursement/ payment as applicable for the level of General Manager of the PFCCL.

8. SUBMISSION OF BID

8.1 The Legal Retainer empanelled with PFCCL (under all area code 6(a), 6(b) and 6(c)) **WOULD BE ELIGIBLE TO BID.** Bid would consist of two parts "**Technical Bid**" and "**Financial Bid**" and should be duly submitted online using the GEM Portal https://gem.gov.in before the due date and time.

Note:

- a) The Firm should be empanelled (as on the date of tender) 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 would 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 bidder, which would constitute the bid.
- f) The "FINANCIAL BID" should contain the detailed price offer for the consultancy services as

per format provided at Form-6 of Bid Document.

8.1 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 bidder doing so would be summarily rejected.

9. BID OPENING AND EVALUATION OF BIDS

9.1 Opening of Technical Bids

The **"Technical Bids**" will be opened online on 28.02.2025 at 11:30 Hrs in the presence of the authorised representatives of the Bidders, who wish to be present.

9.1 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 empanelled (as on the date of tender) 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/LoI/ 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 2019-20) 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:

S.No	Evaluation Components	Marks(Max.)	Description of Item	Marks allotted
1	No. of Consultancy retainership 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 years.	20	i) Assignments 1to 3 ii) Assignments 4 to 6 iii) Assignments 7 and more	10 15 20
2	Average Turnover in last three years.	20	i) Turnover 1cr. to 2 cr. ii) Turnover > 2 cr. upto 3 cr. iii) Turnover > 3 cr.	10 15 20
3	Team experience (team of the firm)	25	i) Team experience 7 years ii) Team experience > 7 years and ≤ 10 years iii) Team experience > 10 years	15 20 25
4	Experience relating to Power Sector/Preparation of Standard Bidding Documents (SBD)/ Insolvency and Bankruptcy Code (IBC) /Bidding Advisory.	15	i) Experience 3 years ii) Experience > 3 years and < 5 years iii) Team experience ≥ 5 years	5 10 15
5	Number of Partners	20	i) Partners 5 to 7 ii) Partners > 7	10 20

Documentary evidence, like i) Client's certificate or ii) Copies of LoI/LoA/appointment letter or iii) 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 would 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 BID

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

In case of more than one bidder at L1 price, the retainership 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 retainership assignment will be offered to the firms having the highest average turnover.

11. CONTRACT AGREEMENT

- 11.1. In the event of award, the selected firm 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 would be provided with one signed original agreement.
- 11.4. The date of execution of the contract agreement in no case would 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 would be read in conjunction with the Bidding Documents and will constitute a bidding contract.

12. VALIDITY OF BID

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

The retainer shall submit a monthly report of the assignment/opinion attended along with the monthly bill.

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

14. CONTRACT PERFORMANCE GUARANTEE (CPG)

In the event of an award, the selected bidder, within fifteen (15) 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 (5) percent of yearly assignment 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 LoA.

15. OTHER TERMS & CONDITIONS

- a) The Controlling Authority during the period for the arrangement would be CEO, PFCCL.
- b) The financial bids by the bidders would 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 Legal 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 firm is based in Delhi NCR.

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

d) Legal Retainer would maintain strict confidentiality about the affairs of PFCCL and would not disclose any information about PFCCL to any outside person. Legal Retainer would 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 would be raised by the Legal 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 Legal 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 Legal 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, Legal Retainer would 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 Legal 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 Legal Retainer will be liable for termination.
- j) If due to any reason or decision of the Govt./PFC/PFCCL, the services of Legal Retainer is dropped and the Legal Retainer is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Legal Retainer and the claims already raised, as per the payment terms relating to the Assignment, 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 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.

- I) The Legal Retainer would 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 legal 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/Offers/Bids or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- o) PFCCL would 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.

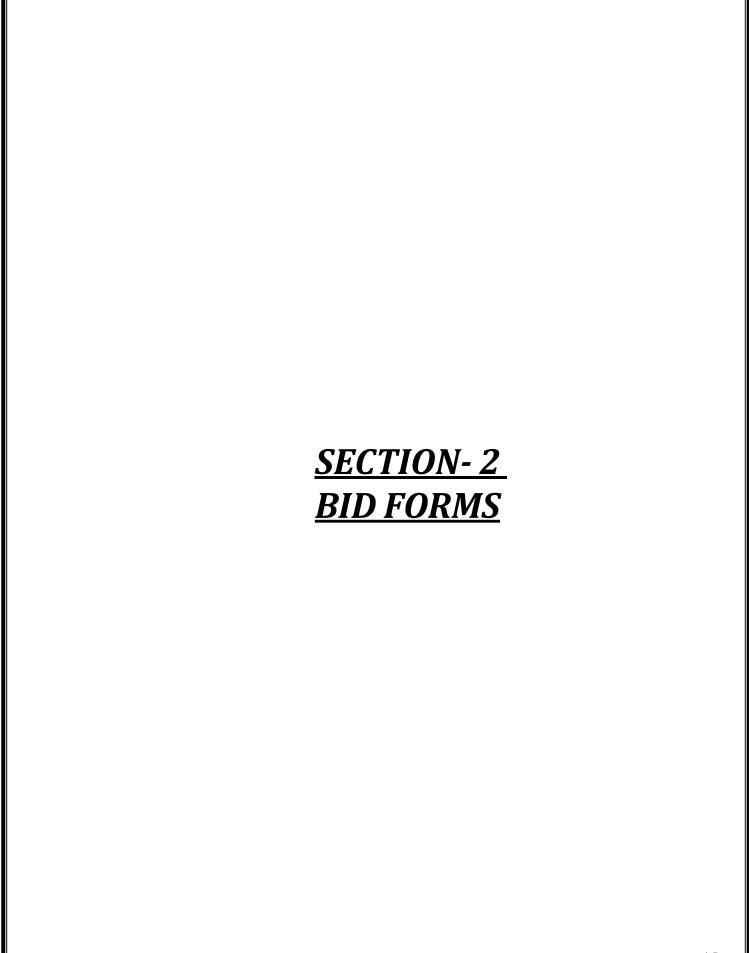
Yours sincerely,

FOR and on behalf of PFC CONSULTING LTD

Sd/-

(Sachin Arora) Chief Manager

Encl.: As Above



FORM - 1: COVERING LETTER

	From: Name: Des	ignation: Address:	To: Chief Manager (Legal) PFC Consulting Ltd., 9th Floor, A Wing, Statesman House, Connaught Place, New Delhi – 110 001
	Sir,		
Sub:	Appointm	ent of Legal Retainer for PFCCL.	
	bids for se	lection of our firm as Legal Retaine	e of Legal Firm) herewith enclose Technical & Financial r on monthly lump sum basis (Travelling expenses will be NCR Limits) for providing legal services for the period of
	1) We are	e 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 s work and deliverables as proposal for deviation / part scope of work will considered.		
	 (2) Details of Technical Qualification (Past experience) of the firm as per format provide 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 the retainership assignment as per the format provided at Form-3 and Form-4 Section-2 of Bid Document respectively. 		
		(5) Letter of Authority in favour of 5.	f the Authorised signatory submitting the Bid as per Form-
	ii)	Price Offer as per format provided	d at Form 6 of Section 2 of Bid document.
	2)	(Name and contact eader for the assignment.	information of one of the team member) would be the

- 3) We further declare that the above quoted monthly lump sum fee is quoted on monthly basis (all inclusive, save and except GST/taxes to be borne by PFCCL), which shall be subject to deduction of applicable taxes and would remain valid for the entire period of the 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 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. We would 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 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 retainership assignment 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 Legal Retainer, given the nature of

	s/ essence of any reference/ documents given would not be he express approval of PFCCL, failing which the engagement
	Signature of Authorised Person
	Name
	Designation & Company Seal
Date:	
Place:	

Form 2: EXPERIENCE OF FIRM

1. Brief Description of the Firm
Year of Incorporation/Registration
Total no. of years of experience of Firm
No. of Partners (In Delhi/NCR)
Turnover of the Firm
(FY 2021-22, 2022-23 & 2023-2024)
:
Association with PFCCL

2. Outline of experience on retainership 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 o	documents	attached:
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1.

2.

(Signature of Authorised Signatory)

Full Name:_____

Address: ____

Note:

1) Please attach documentary proof viz i) Client's certificate or Copies of appointment letter/LoI/LoA and ii) Completion Certificate or iii) Proof of final payment in support of past or any other representative documents etc.

2)	The Firm relevant experience from FY 2019-20 onwards including the current Financial Year t date of issue of the tender will be considered.	ill
		20

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 giving names of colleges, etc. deg		
(Please enclose attested copy of educational qualification)	itions)	
Experience:		
(Under this heading, list of positions held by staff remploying organisation, title of positions held and lo		
Language:		
(Indicate proficiency in speaking, reading and writing	g 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 wilful 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

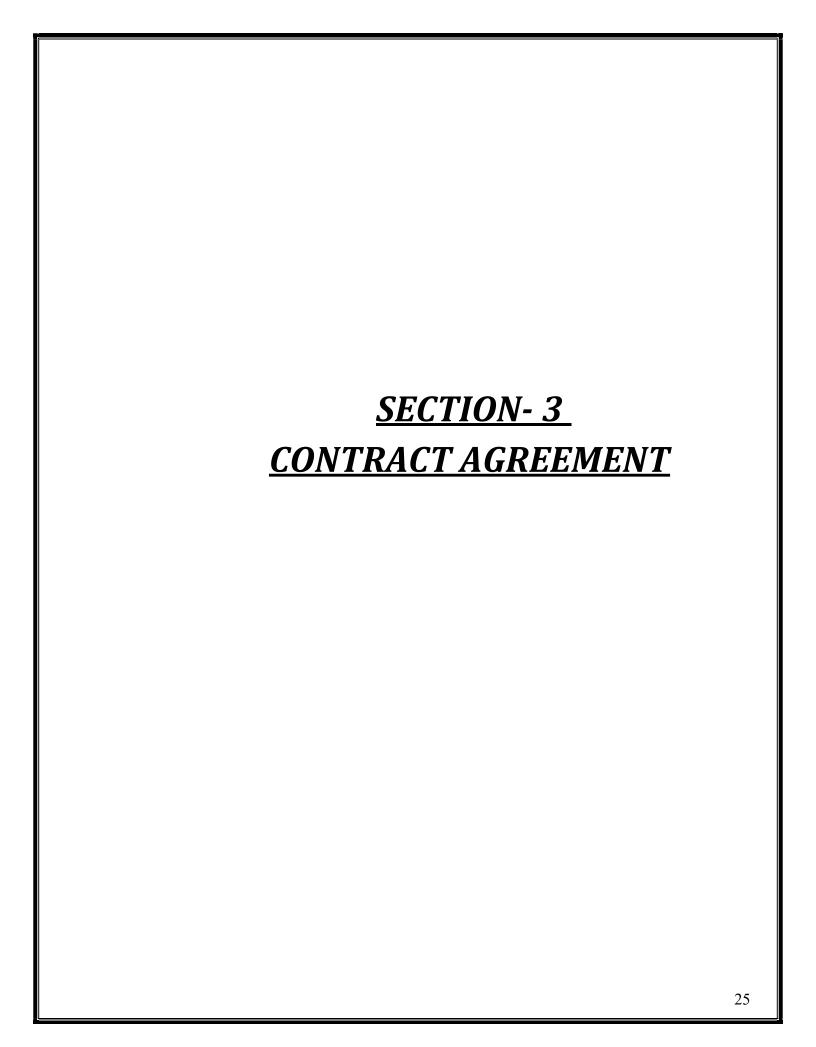
(ON THE LETTER HEAD OF THE FIRM)

Icertify that I am under the laws of	of the Firm, registered and thatwho signed
the above proposal is authorised to bind the first	
	Signature:
	Full Name:
	Address:
	Audi ess.

(SEAL)

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

-			(name of the firm) herewith submit Retainer Consultant for PFC consulting		
SCHEDULE OF PRICE BID					
	(To be submitted as Financial Bid)				
	Item	Lump Sum Amo	unt (In Rupees) per month		
		In figures	In words		
, a 515 t	o PFCCL .				
Note: 1.			quoted on monthly basis (all inclusive, save shall be subject to deduction of applicable		
	taxes. Further, travelling expense b	eyond NCR will b	e as mentioned in the extant document.		
2.	In case of more than one bidder at bidder quoting L1 price and obtain	L1 price, the retaining the highest evaluation are sa	e as mentioned in the extant document. ainership assignment will be offered to the marks in the technical evaluation. Further,		
2.	In case of more than one bidder at bidder quoting L1 price and obtain where the marks in the technical edidders having the highest average	L1 price, the retaining the highest evaluation are said turnover.			
3.	In case of more than one bidder at bidder quoting L1 price and obtain where the marks in the technical edidders having the highest average	L1 price, the retaining the highest evaluation are said turnover.	he as mentioned in the extant document. The ainership assignment will be offered to the marks in the technical evaluation. Further, me, the retainership will be offered to the		
3.	In case of more than one bidder at bidder quoting L1 price and obtain where the marks in the technical obidders having the highest average. The financial proposal with conditional proposal proposal proposal with conditional proposal with conditional proposal	L1 price, the retaining the highest evaluation are said turnover.	e as mentioned in the extant document. ainership assignment will be offered to the marks in the technical evaluation. Further, me, the retainership will be offered to the		



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 onbetween 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 andhaving its Registered/Corporate office at(hereinafter called the "Legal Retainer Consultant") which expression would 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/sas 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 would 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 would 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 would be governed by the Applicable Law.

1.4. Language

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

1.5. Headings

The headings would 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 would be in writing. Any such notice, request or consent would 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 Manager (Legal)
PFC Consulting Ltd., 9th Floor, A Wing,
Statesman House, Connaught Place,
New Delhi – 110 001
Telefax: 011-2344990

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 would 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 Manager (Legal) 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 would 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 Consultant would 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 would 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 would 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 would not include:

- (1) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-auditor's 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 would 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 would 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 would 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 would 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 would similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties would 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 would, pursuant to this Contract, complete any action or task, would 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 would 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) would specify the nature of the failure, and (ii) would 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 would 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 willfully 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 retainership assignment to be false;
- (g) if, as the result of Force Majeure, the Legal Retainer 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 would 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 in this document,
- (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 would, 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 would 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 would 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 retainership 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 retainership assignment or as mutually agreed.

3. OBLIGATIONS OF THE LEGAL RETAINER CONSULTANT

3.1. General

3.1.1 Standard of Performance

The Legal Retainer Consultant would 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 would observe sound management methods. The Legal Retainer Consultant would 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 would perform the Services in accordance with the Applicable Law and would 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 would 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 would constitute the Legal Retainer Consultant's only payment in connection with this Contract or the Services, and the Legal Retainer Consultant would 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 would use their best efforts to ensure that the Personnel would not receive any such additional benefits.

3.4 Confidentiality

The Legal Retainer Consultant, and their Personnel would 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 would not engage Sub- Consultant, and would 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 Consultant would take out and maintain at their own cost insurance coverage against the risks of their personnel and properties relating to this retainership.

3.7 Liability of the Legal Retainer Consultant

The Legal Retainer Consultant would 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 would 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 would 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 Consultant

The Legal Retainer Consultant would 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 Consultants would 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 Consultants to Be the Property of the Client

All reports and other documents prepared by the Legal Retainer Consultant in performance of the Services would become and remain the property of the Client, and the Legal Retainer Consultant would, 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 would 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 would 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 would 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 Consultant would 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 would, 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 would be governed by the same terms and conditions of employment as the replaced personnel.
- **4.2.4** The Legal Retainer Consultant would 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, 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 Legal Retainer Consultant under this Contract, the Client would 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 would have to deploy the team as per requirement of the Client. All such requisition would 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 would 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 Retaine 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 Legal Retainer Consultant office to PFCCL headquarter at New Delhi or for travel in NCR limits will be admissible, in case the Legal Retainer Consultant is based outside Delhi NCR

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

e) The price offer for retainership agreement should be quoted on monthly basis (all inclusive, save and except GST/taxes to be borne by PFCCL), which shall be subject to deduction of applicable taxes. No escalation for any reason whatsoever would be allowed over and above lump sum price.

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 would 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 would 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 would give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

8 SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties would 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, would be governed by the laws of India (both substantive and procedural) for the time being in force and would 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 Manager (Legal)
Authorized Representative

FOR AND ON BEHALF OF _____
By _____

Authorized Representative

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

Contact Person	Mr. Rakesh Mohan (Chief General Manager)
	Mr. Sachin Arora (Chief Manager)
Telephone	011-23443703/911
	[between 9:00 hrs to 17:30 hrs on working days]