

Bid Document

No. HPIL/Consultant Appointment/RFP/2014-15

New Delhi Dated the 17th July, 2015.

e-Tender for engagement of Legal Consultant/ Firm/ Company having expertise in handling Companies Act, land and related legal, revenue & taxation matters; to do due diligence regarding title, land use, tax implications and other preparatory steps needed for finalization of the 'Scheme of Agreement' to enable hiving off of the 'Surplus Land' from VSNL (now M/s TCL) to HPIL/ disposal of Surplus Land etc.

Hemisphere Properties India Ltd.
A Government of India Enterprise
Ministry of Communications and IT
Department of Telecommunications
409, Sanchar Bhawan, 20, Ashok Road
New Delhi - 110001

(Visit us at www.eprocure.gov.in/eprocure/app and <http://www.dot.gov.in>.)

Price (including processing fee): Rs. 11000/- only

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed.

Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: 1800 3070 2232 or send an e-mail to - cppp-nic@nic.in.

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Section 1

No. HPIL/Consultant Appointment/RFP/2014-15
Hemisphere Properties India Ltd. (HPIL)
Government of India Undertaking
Department of Telecommunications
Ministry of Communications and Information Technology

New Delhi Dated the 17th July, 2015.

e - Tender Notice

Engagement of Legal Consultant / Firm /Company

By

Hemisphere Properties India Ltd.

To

All Intending parties

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Subject: - Engagement of a Consultant / Consulting Firm.

Hemisphere Properties India Ltd, a Government of India Enterprise, Department of Telecommunications, Ministry of Communications & IT invites e -Tenders, from technically and financially sound, reputed as well as experienced Legal Consultant / Firm /Company (hereafter referred to as 'Bidders') having expertise in handling Companies Act, land and related legal, revenue & taxation matters; to do due diligence regarding title, land use, tax implications and other preparatory steps needed for finalization of the 'Scheme of Agreement' to enable hiving off of the 'Surplus Land' from VSNL (now M/s TCL) to HPIL/ disposal of Surplus Land mentioned as per Annexure.

2. The tender documents can be downloaded from the website of <http://eprocure.gov.in/eprocure/app>. The Bidders are required to study complete Bid/tender document carefully before submitting the same.

3. The interested Bidders may submit their tenders (also called 'bids') online through the e-procurement portal at <http://eprocure.gov.in/eprocure/app> in two bids [i.e. (i) Technical Bid and (ii) Financial Bid]. All the documents in support of eligibility criteria etc. may be scanned and uploaded online. **Tender sent by any other mode will not be accepted.** The tender submitted after the expiry of stipulated date and time and through any other means (other than through the e-procurement portal stated above) shall be summarily rejected.

4. One bidder is allowed to submit only one Bid/tender. The Schedule of submission of tender, opening of bids etc is as under:-

CRITICAL DATE SHEET

Published Date	17.30 Hrs on 17 th July 2015
Bid Document Download / Sale Start Date	17.30 Hrs on 17 th July 2015
Clarification Start Date	17.30 Hrs on 17 th July 2015
Clarification End Date	17.00 Hrs on 28 th July 2015
Pre bid meeting	15.00 Hrs on 3 th August 2015
Bid Submission Start Date	15.00 Hrs on 7 th August 2015
Bid Document Download / Sale End Date	15.00 Hrs on 18 th August 2015
Bid Submission End Date	15.00 Hrs on 18 th August 2015
Bid Opening Date	16.00 Hrs on 19 th August 2015

5. The Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five lakh only) along-with cost of Bid documents & processing fee Rs 11000/- (Rs Eleven thousand only) amounting to grand total of Rs 5,11,000/- (Rs Five lac eleven thousand only) may directly be deposited in favour of HPIL Account No 000705040071 of ICICI Bank New Delhi Branch RTGS/NEFT IFSC Code: ICIC0000007 and receipt thereof should be scanned and uploaded online on to the e-procurement portal <http://eprocure.gov.in/eprocure/app> . No bank guarantee will be accepted in lieu of the EMD/Bid documents/Bid processing fee. Submission of EMD or cost of Bid documents & Bid processing fee after closure of online bidding time, will make the bidder disqualified and that bid will not be considered and would be rejected summarily.

6. The pre-bid meeting will be held in Sanchar Bhawan, 20 Ashoka Road, New Delhi - 110001. The prospective bidders are requested to attend the pre-bid meeting for any clarification etc.

7. The Hemisphere Properties India Ltd. reserves the right to accept or reject any or all the bids/tenders at any time without assigning any reason, thereof.

(Shiba P. Mohapatra)
Director, HPIL and Director (Civil), DoT
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Annexure to e-Tender Notice

No. HPIL/Consultant Appointment/RFP/2014-15 New Delhi Dated the 17th July, 2015.

- (i) Analyzing the options available as per SHA/SPA for demerger and hiving off surplus land into M/s HPIL.
- (ii) Merits/Demerits of all options to be clearly indicated and suggesting the best options available to the Company/ Govt. of India.
- (iii) Due diligence with regard to ownership and title of the land and whether encumbrances exist on the land allotted to the erstwhile Overseas Communications Services and VSNL.
- (iv) Whether a change of land use as specified in allotment letters for the Surplus Land in any manner restricts disposal of land. If so, the remedies available for going forward.
- (v) Impact and liability of various stakeholders on account of various taxes and levies including Capital Gains Tax and Stamp Duty, as applicable .
- (vi) Visiting the sites and concerned offices, including revenue offices to ascertain the correctness of facts.
- (vii) Ascertain the Government stake in the surplus land of VSNL as per SHA.
- (viii) Preparation of Scheme of Arrangement for Demerger of surplus land to HPIL and the roadmap thereof.
- (ix) Various steps needed for finalization of Scheme of Arrangement, as mentioned in (viii) above.
- (x) Rendering Legal Advice on the above issues and
- (xi) Any other issue incidental to the aforesaid.

SECTION 2

INSTRUCTIONS TO BIDDERS

1. Introduction

- (i) M/s Videsh Sanchar Nigam Limited [now Tata Communications Ltd. (TCL)] was disinvested on 13th February 2002 by Govt. of India and management control of the company was passed on to the Strategic Partner, namely, M/s Panatone Finvest Limited, a special purpose vehicle under the Tata Groups of Companies. At the time of disinvestment, surplus land measuring 773.13 acres located at 9 locations in 4 cities, namely, Pune, Kolkata, New Delhi and Chennai was demarcated and it was decided that the surplus land will not be part of disinvestment bid and will be disposed off as per Share Holding Agreement (SHA) and Share Purchase Agreement (SPA) between Government of India, M/s Panatone Finevest Ltd. Etc.
- (ii) As a part of disinvestment, the Government had decided to keep the surplus land admeasuring 773.13 acres (out of a total of 1230.13 acres of land at 9 locations in 4 cities) out of the bidding process. Thus the Surplus land did not form a part of the bid and accordingly the Strategic Partner i.e. PFL did not acquire any interest in the Surplus Land. The detail of Surplus land is given in the bid document under caption “**TOR Related information**”. The rights of the Government on this land were protected through a scheme of arrangement incorporated in the Share Holders Agreement (SHA) and Share Purchase Agreement (SPA). As per the Scheme of Arrangement, PFL undertook an obligation to de-merge or hive off the surplus land into a reality company under Sections 391 to 394 of the Companies Act, 1956 (the ‘Companies Act’). Further, as per Clause 4.7 (a) (ii) of SHA at Annexure-II, the Strategic Partner is obligated to transfer to the Government a minimum of 25% of the equity shares issued by the Resulting Company or a higher number which shall include shares acquired by the Resulting Company as a consequence of any further sale of the equity shares in VSNL, by the Government to Strategic Partner prior to the demerger.
- (iii) In terms of the aforesaid para 4.7(a) of SHA, the Strategic Partner got incorporated the resulting company as M/s Hemisphere Properties India Ltd. (HPIL). The Central Govt. has acquired 51.12% of the shareholding of M/s HPIL recently.
- (iv) HPIL will select a legal consultant/firm/ Company (the Consultant) from amongst the Bidders in accordance with the method of selection specified in section 4-6 of bid document.

- (v) The “Bidders” are invited to submit their Proposal, for consulting Assignment/job named in two bids viz (i) Technical bid and (ii) Financial Bid. Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- (vi) Bidder should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment/job and Local conditions, bidders are encouraged to meet the Employer’s representative before submitting a proposal and attend a pre-bid conference. Attending the pre-conference is optional. Bidders should contact the Employer’s representative to arrange for their visit or to obtain additional information on the pre-proposal meeting, if required. Bidders should ensure that employer’s representatives are informed of the visit in adequate advance time to allow them to make appropriate arrangements.
- (vii) Bidders shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- (viii) Bidder should furnish their bank details such as account holder name, account number, Bank/branch name with their RTGS/NEFT IFSC code etc to enable refund of EMD/payments, as the case may be.

2. Definitions

- (i) **Employer** means the HPIL, who has invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the ‘Scope of Work’ and ‘Terms of Reference’ (TOR) of the Contract.
- (ii) “Bidder” means any entity or person or association of persons, who submits its proposal for providing Services to the Employer under this e tender.
- (iii) “Consultant” means the bidder who is finally awarded the assignment/job under this e tender,
- (iv) “Contract” means the Contract signed by the Parties and all the attached documents listed in its and the appendices.
- (v) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (vi) “Day” means calendar day.
- (vii) “Government” means the Government of India.
- (viii) “Instructions to Bidder” means the document which provides Bidders with all information needed to prepare their proposals.
- (ix) “LOI” means the Letter of Intent being sent by the appointing authority to the selected “Bidder”.

- (x) "Personnel" means professional and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- (xi) "Proposal" means the Technical Proposal and the Financial Proposal.
- (xii) "RFP" means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (xiii) "Assignment/ job" means the work to be performed by the Consultant pursuant to the Contract.
- (xiv) "Terms of Reference" (TOR) means the document included in the Bid document which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

3. Eligibility/ Pre-requisites of the bidders

The following are the pre-requisites/ eligibility of the consultant to respond against this e Tender:-

'A' Technical Criteria:

- (i) The bidder should be a reputed Law Firm, being either a partnership firm, Limited Liability Partnership(LLP) or a registered company and shall submit documentary proof thereof including list of present partners;
- (ii) The bidder must have offices in both Delhi and Mumbai/Pune since majority of land involved in the present assignment are located at these two locations;
- (iii) The bidder should have a minimum of ten years of existence and is required to submit the partnership deed or deed of LLP/ROC as documentary proof;
- (iv) The bidder should be engaged with or empanelled with at least 5 State/ Central Public Sector Undertakings; (Documentary proof of the same to be submitted)
- (v) The bidder should have extensive experience of handling Corporate as well as Litigation work in preceding five years. To this effect, the bidder must submit documents/ or at least 20 judgments/ orders reflecting the name of the partner of the law firm. Experience details of the associates too who would be handling the present assignment, should be attached;
- (vi) The bidder must give an undertaking that it has not been banned/ blacklisted/ de-listed by any organization/ government agency/ quasi-government agency/ PSU to participate in their tenders for empanelment and no bankruptcy/ liquidation proceedings have been initiated against it by any entity/ government or quasi-government agency or PSU;

- (vii) The bidding entity through its partner or its principal (i.e. partner in case of a firm and principal in case of a company) must have been associated with the Government of India in some capacity on taxation side, being a specialized area of practice. Bidder must also be proficient with land-related issues.

‘B’ Financial Criteria:

- (i) The Bidder must have a minimum annual turnover of Rs.30 crore (Rs Thirty crore) each in the preceding three financial years.
- (ii) The bidder is required to submit audited Annual Reports and balance sheets and profit & loss account statement for immediate three preceding financial years to meet the above financial criteria.
- (iii) **The copies of audited balance sheets and Profit and Loss Account for the above three years alongwith a certificate from Auditor of the company duly certifying the turnover shall be uploaded.**

4. QUALIFICATION CRITERIA

- (i) From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer or any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders’ Proposal.
- (ii) The employer has constituted a Bid Evaluation Committee (BEC) which will carry out the entire evaluation process.
- (iii) Evaluation of Technical Proposals: BEC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- (iv) The BEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in Bid document. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Bid document for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage, the financial bid (proposal) will remain unopened. The qualification of the Bidder and the evaluation criteria for the technical proposal shall be as defined in the Bid document.

- (v) The BEC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal. The quantification in the financial proposal will prevail.
- (vi) After opening of financial proposals, appropriate selection method shall be applied to determine the Bidder who will be declared winner and be eligible for award of the contract.
- (vii) **Selected Bidder will then be invited for negotiations, if considered necessary.**

5. Clarification and Amendment of Bid Documents

- (i) Bidder may request a clarification on any clause of the Bid latest by 17.00 Hrs on 28th July 2015.
- (ii) Any request for clarification must be sent in writing or by standard electronic means to the Employer's. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders. Should the Employer deem it necessary to amend the Bid document as a result of a clarification, it shall do so after following the due procedure.
- (iii) At any time before the submission of Proposals, the Employer may amend the Bid document by issuing an corrigendum in writing or by standard electronic means. The corrigendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- (iv) Employer may also seek clarifications from the Consultants on the content of their Bid during the proposal evaluation process. All correspondences for clarifications will be sent to the Consultants. The Consultants are expected to provide the clarifications within the time frame to be specified by Employer. If the Consultants fail to provide any clarifications against such requests, Employer will make appropriate assumptions on those points and proceed with the evaluation.
- (v) **All such clarifications/modifications will form an integral part of Bid document.**

6. Conflict of Interest

- (i) Employer requires that Consultants provide professional, objective and impartial advice and at all times, hold the Employer's interests, paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- (ii) Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- (iii) Conflicting activities:

A firm that has been engaged by the Employer to provide goods, works or assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or assignment/job. Conversely, a firm hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than a consulting assignment/job resulting from or directly related to the firm's consulting assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/job other than consulting assignment/job are defined as those leading to a measurable physical output, for example, surveys, exploratory drilling, aerial photography, and satellite imagery.

- (iv) Conflicting assignment/job;

A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment/job should not be hired for the assignment/job in question.

(v) Conflicting relationships;

A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of

- (a) the preparation of the Terms of Reference of the assignment / job,*
- (b) the selection process for such assignment / job, or*
- (c) supervision of the Contract,*

may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

(vi) Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonable be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the Bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

(vii) No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

7. Unfair Advantage

If a Bidders could derive a competitive advantage from having provided consulting assignment / job in question and which is not defined as conflict of interest as per para above, the Employer shall make available to all the Bidders together with this Bid document all information that would in that respect give such Bidder any competitive advantage over competing Consultants.

8. Proposal

Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of individual experts, to more than one proposal.

9. Proposal Validity

Proposals must remain valid for 120 days from the bid submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Bidder to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Bidder could submit new staff in replacement, which would be considered in the final evaluation for contract award. Bidder who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance, the Employer shall not consider such proposal for further evaluation.

10. Preparation of Proposals

- (i) The Proposal as well as all related correspondence exchanged by the Bidders and the Employer shall be written in English language, unless specified otherwise.
- (ii) In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the Bid document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- (iii) While preparing the Technical Proposal, Bidders must give particular attention to the following:
- (iv) The estimated number of Professional staff-months for the assignment/job is to be determined by the Bidder. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Bidders. While making the proposal, the Bidder must ensure that he proposes adequate number of type of experts required for the work.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position mentioned.
- (vi) Depending on the nature of the assignment/job, Bidders are required to submit a Technical Proposal (TP) in prescribed forms provided in Bid document. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms.
- (vii) A brief description of the Bidder's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the Bidder and in the case of a consortium/ joint venture, each partner will provide details of

experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each assignment/job, the outline should indicate the names of Sub-Bidders/Professional staff who participated, duration of the assignment/job, contract amount, and Bidder's involvement. Information should be provided only for those assignment/jobs for which the Bidder was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/ copy of contract for all the assignments mentioned in the proposal.

- (viii) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3).
- (ix) A description of the approach, methodology and work plan for performing the assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4. The work plan should be consistent with the Work Schedule (Form TECH-8) which will show in the form of a bar chart the timing proposed for each activity.
- (x) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5.
- (xi) Estimates of the staff input needed to carry out the assignment/job needs to be given in Form TECH-7. The staff-months input should be indicated separately for each location where the Bidders have to work and/ provide their key staff.
- (xii) CVs of the Professional staff as mentioned in para above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6).
- (xiii) The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information will be declared non-responsive.

11. Taxes

The Bidder shall fully familiarize themselves about the rates applicable to Domestic taxes (such as: value added or sales tax service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be inclusive in the financial bid.

Note: Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e., service tax or any such applicable tax from time to time, which increases the cost incurred by the Consultant in performing the Services, then additional costs would be borne by the Consultant within the quoted price

12. Currency

The Bidders shall express the price of their assignment/job in Indian Rupees.

13. Earnest Money Deposit (EMD)/Processing Fee etc.

- (i) The Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five lakh only) along-with cost of Bid documents & processing fee Rs 11000/- (Rs Eleven thousand only) amounting to grand total of Rs 5,11,000/- (Rs Five lac eleven thousand only) may directly be deposited in favour of HPIL Account No 000705040071 of ICICI Bank New Delhi Branch RTGS/NEFT IFSC Code: ICIC0000007 and receipt thereof may be scanned and uploaded online.
- (ii) No bank guarantee will be accepted in lieu of the EMD/ cost of Bid documents & processing fee.
- (iii) Non-submission of EMD/ cost of Bid documents & processing fee OR submission thereof after closure of online bidding time, will make the bidder disqualified and that bid will not be considered and would be rejected summarily.
- (iv) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- (v) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.
- (vi) The cost of Bid documents & Processing Fee is Non-Refundable.

‘B’ The EMD shall be forfeited by the Employer in the following events:

- a. If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- b. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- c. If the Bidder tries to influence the evaluation process.
- d. If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).

14. Online Submission of Tender

The tender shall be submitted online in two parts, viz., technical bid and price bid.

The Following Documents in support of the eligibility criteria/ tender conditions should be signed, scanned and uploaded online in .pdf format.

Technical Bid

- (i) Proof of Bid Processing/EMD payment receipt or RTGS/NEFT.
- (ii) The bidder should be a reputed Law Firm, being either a partnership firm, Limited Liability Partnership (LLP) or a registered company and shall submit registration certificate/documentary proof thereof including list of present partners.
- (iii) Documentary proof showing that bidder have offices in both Delhi and Mumbai/Pune since majority of land involved in the present assignment are located at these two locations.
- (iv) The bidder should have a minimum of ten years of existence and is required to submit the partnership deed or deed of LLP/ROC as documentary proof.
- (v) The bidder should be engaged with or empanelled with at least 5 State/ Central Public Sector Undertakings; (Documentary proof of the same to be submitted)
- (vi) The bidder should have extensive experience of handling Corporate as well as Litigation work in preceding five years. To this effect, the bidder must submit documents/ or at least 20 judgments/ orders reflecting the name of the partner of the law firm. Experience details of the associates too who would be handling the present assignment, should be attached.
- (vii) The bidder must give an undertaking that it has not been banned/ blacklisted/ de-listed by any organization/ government agency/ quasi-government agency/ PSU to participate in their tenders for empanelment and no bankruptcy/ liquidation proceedings have been initiated against it by any entity/ government or quasi-government agency or PSU.
- (viii) The bidding entity through its partner or its principal (i.e. partner in case of a firm and principal in case of a company) must have been associated with the Government of India in some capacity on taxation side, being a specialized area of practice. Bidder must also be proficient with land-related issues.
- (ix) Requisite information in FORM TECH- 1 to FORM TECH-10 of section 5 and Tender Acceptance letter of the tender document.

- (x) The Bidder must have a minimum annual turnover of Rs.30 crore each in the preceding three financial years.
- (xi) The copies of audited balance sheets and Profit and Loss Account for the above three years alongwith a certificate from Auditor of the company duly certifying the turnover shall be uploaded.

PRICE BID

1. FINANCIAL PROPOSAL SUBMISSION FORM (FORM FIN-1) of Section-6 to be uploaded in .pdf Format as per tender Document.
2. Price Bid Comprehensive Financial Proposal (FORM FIN-2) of Section-6 to be uploaded online in .xls BoQ_XXXX attached with the tender .
3. BREAKDOWN OF REMUNERATION (FORM FIN-3), BREAKDOWN OF REIBURSABLE EXPENSES (FORM FIN-4) and Miscellaneous Expenses (FORM FIN-5) Section-6 to be uploaded online in single .pdf format .

15. Deliverables, stages of deliverables, content of each deliverables:

S. No.	Milestone (Deliverables)	Time period submission
1	Mobilisation	Within 15 days of signing of Contract
2	Submission of Preliminary Report	Within 60 days
3	Submission of Draft Report	Within 90 days
4	Final Report	Within 120 days

16. Negotiations

- (i) Negotiation will be held only if absolutely needed and decided by the Employer as essential. Such negotiations will be conducted by a duly constituted Negotiation Committee;
- (ii) Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
- (iii) Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and organization and staffing, and

any suggestions made by the Bidder to improve the Terms of Reference. The Employer and the Bidders will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Assignment/job”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment/job.

- (iv) Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the Bidder. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Bidders will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this e tender.
- (v) Availability of Professional staff/experts: Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. If this is not the case and if it is established that Professional staffs were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.
- (vi) Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Bidder will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

17. Award of Contract

- (i) After completing negotiations, the Employer shall issue a Letter of Intent to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.
- (ii) The Bidders will sign the contract after fulfilling all the formalities/ pre-conditions within 15 days of issuance of the letter of intent.
- (iii) The Bidder is expected to commence the assignment/job on the date and at the location specified in the Bid document.

18. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provision of the Employer's antifraud and corruption policy.

19. PERFORMANCE SECURITY:

- (i) The consultant shall furnish performance security to the Employer for an amount of 10% of contract value within 15 days of consultant's receipt of the Letter of Intent.
- (ii) The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the consultant's failure to complete its obligations under the Contract.
- (iii) The performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank.
- (iv) The performance Security Bond will be discharged by the Employer after completion of the Consultant's performance obligations including Warranty obligations under the Contract.
- (v) Forfeiture of Performance Security
- (vi) Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases without issuing any notice:
 - i When the terms and conditions of contract is breached.
 - ii When the bidder fails to make complete supply satisfactorily.
 - iii When contract is being terminated due to non-performance of the bidder.
 - iv Notice of reasonable time will be given in case of forfeiture of security deposit.
The decision of the Employer in this regard shall be final.

20. Payment Schedule:

- (i) The **Final Payment** shall be made only after the final report has been submitted by the Consultant and accepted as satisfactory by the “Employer”. The services shall be deemed completed and finally accepted by the “Employer” and the final report shall be deemed approved by the “Employer” as satisfactory within 4 weeks after receipt of the final report unless the “Employer”, within such 4 week period gives written notice to the Consultant specifying in detail deficiencies in the services. The Consultant shall thereupon make any necessary corrections, and thereafter the foregoing process shall be repeated.
- (ii) **Payment Terms:-** The terms of payment would be linked to the deliverables of the project, payment terms are specified as under:
- (a) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released accordingly.
- (b) Once a milestone is completed, the Consultant shall submit the requisite deliverables as specified herein. The Employer shall release the requisite payment as soon as the deliverables are accepted. Description of deliverables may include processes/ milestones, which may be carried out concurrently. After completion of each milestone/ deliverable, the Consultant shall submit a report in a format (decided by the competent authority) to the HPIL containing tangible results vis-à-vis goals and objectives set by the Employer for a particular set of deliverables. The payment to the extent indicated above for each milestone/deliverable would be made by the Employer on the basis of acceptance of such reports. TDS will be as applicable.
- (c) Reimbursable Expenses such as Travelling Expenses are limited to the actual expenses or the quoted amount whichever is lower.

21. Time-line for Release of Payments

S.No.	Deliverable	Time line from Signing of Contract	Payment Schedule
1	Submission of Preliminary Report by Consultant with Executive Summary after detailed discussion with Employer	Within 60 days	10%
2	Submission of complete draft Report by Consultant	Within 90 days	25%
3	Incorporate suggestions and presentation of Final report	Within 120 days	35%
4	Acceptance of report		30%

22. DELAYS, LIQUIDATED DAMAGES:

In case of extension in the Delivery period completion with liquidated damages the recovery shall be made on the basis of following percentages of value of Contract / work completion, which the bidder has failed to supply / complete the work:

S. No.	Condition	LD %
1.	Delay of two weeks beyond the period of completion of work as per work schedule under Tech 8 under Section 3	2.5 %
2.	Delay exceeding two weeks but not exceeding 4 weeks beyond the period of completion of work as per clause 15	5.0 %
3.	Delay exceeding 4 weeks but not exceeding 5 weeks beyond the period of completion of work as per clause 15	7.5 %
4.	Delay exceeding 5 weeks beyond completion of work but upto six weeks.	10%

- (i) The maximum amount of liquidated damages shall be 10% of total value of contract.
- (ii) If the consultant requires an extension of time in completion of contractual work on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the work order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of assignment.
- (iii) Completion period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the bidder.

23. FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred to as *events*), provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall, by reason of such event, be entitled to terminate this contract nor shall either party shall have any such claims for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not,

shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his option terminate the contract.

By virtue of applying for E-Tender, the bidder binds itself to the terms and conditions of E-Tender including those arising out of the award of the work/ contract.

24. **ARBITRATION:**

In case of dispute of any kind, the firm shall abide by the decision of the competent authority in the Department of Telecommunications. In case the dispute is required to be referred to Arbitration, it shall be referred to the sole arbitrator under Arbitration and Conciliation Act, 1996. The place of settlement of dispute shall be Delhi. In case the settlement of dispute is sought through the Courts, it will be in the jurisdiction of the Courts at Delhi.

25. **Detail of Surplus Land:**

At the time of disinvestment (Feb 2002), surplus land measuring 773.13 acres located at 9 locations in 4 cities, namely, Pune, Kolkata, New Delhi and Chennai was demarcated and it was decided that the surplus land will not be part of disinvestment bid and will be disposed off as per Share Holding Agreement (SHA) and Share Purchase Agreement (SPA) between Government of India, M/s Panatone Finevest Ltd etc. Subsequently, certain land parcel have been acquired by the various Government/State agencies for development work etc. Consequently, available 'Surplus Land' as on date (approximately) is as under:-

S.No.	Location	Available Surplus Land (in acres)
1	Delhi-GK1	70
2	Delhi-Chhattarpur	58
3	Kolkata-Halishahar	35.19
4	Pune-Dighi	196.21
5	Pune-Kalas	15
6	Pune-Bhasari	132.13
7	Pune-Bhopkel	88.11
8	Pune-Dighi Defense	92.55
9	Chennai-Padianallur	53.44
	Total	740.63

26. TOR related information

S.No.	Description	Remarks
1	Names of different departments/ ministries and different places where different tasks relating to the assignment are to be performed	The Revenue and Taxation Departments of concerned State Govts. are the places where Surplus Land is available.
2	Procedure for review of the work of the Bidder after award of contract including testing, validation, approval.	CMD HPIL or his nominee officers' shall be responsible for reviewing the work of the Bidders. CMD HPIL may also included officers from DoT HQ, Sanchar Bhavan, New Delhi.
3	Expected input of key professionals and requisite expertise and number of key professional staff.	The Bidder to determine.
4	Background material including data available and to be provided to the Bidder:	(i) Copies of SHA/SPA, (ii) Photocopies of available land records.
5	Facilities which can be provided to the Bidders.	Nil,
6	Validity	Proposals must remain valid for 120 days from the date of opening of the bid.

SECTION 3

Scope of work/Terms Of Reference

- 1) Background: M/s Videsh Sanchar Nigam Limited was disinvested on 13th February, 2002 and management control of the company was passed onto the Strategic Partner, name: M/s Panatone Finvest Limited as a special purpose vehicle under the Tata Groups of Companies. At the time of disinvestment, surplus land measuring 773.13 acres located at Pune, Kolkata, New Delhi, and Chennai was demarcated and was decided that the surplus land will not be part of disinvestment bid and will be disposed of as per Share Holding Agreement and Share Purchase Agreement.
- 2) As per the SHA/SPA, M/s PFL undertook the obligation to demerge or hive off the surplus land into a resultant reality company under Sections 391-394 of the Companies Act, 1956. However, as per clause 4.7 (a) (ii) of SHA, the Government acquired 51.12% shares of the Resulting Company and has subsequently acquired management control of the Resulting Company. Now, the surplus land is to be demerged into the Resulting Company.
- 3) Purpose/ objective of the assignment: The consulting firm should do due diligence regarding shareholding, title, change of land use and all other preparatory steps needed for hiving of surplus land from M/s VSNL (now TCL) to M/s HPIL as also other incidental issues in the best interests of the Employer/ Government.
- 4) Accordingly, Hemisphere Properties India Ltd, requires services of technically and financially sound, reputed as well as experienced Legal Consultant / Firm /company having expertise in handling Companies Act, land /legal matters, land revenue & taxation matters, to do due diligence regarding title, land use and other preparatory steps needed for finalization of the 'Scheme of Agreement' to enable hiving off of the 'Surplus Land' from VSNL (now M/s TCL) to HPIL/ disposal of Surplus Land with the following scope of work:-
 - (i) Analyzing the options available as per SHA/SPA for demerger and hiving off surplus land into M/s HPIL.
 - (ii) Merits/Demerits of all options to be clearly indicated and suggesting the best options available to the Company/ Govt. of India.
 - (iii) Due diligence with regard to ownership and title of the land and whether encumbrances exist on the land allotted to the erstwhile Overseas Communications Services and VSNL.
 - (iv) Whether a change of land use as specified in allotment letters for the Surplus Land in any manner restricts disposal of land. If so, the remedies available for going forward.

- (v) Impact and liability of various stakeholders on account of various taxes and levies including Capital Gains Tax and Stamp Duty, as applicable .
- (vi) Visiting the sites and concerned offices, including revenue offices to ascertain the correctness of facts.
- (vii) Ascertain the Government stake in the surplus land of VSNL as per SHA.
- (viii) Preparation of Scheme of Arrangement for Demerger of surplus land to HPIL and the roadmap thereof.
- (ix) Various steps needed for finalization of Scheme of Arrangement, as mentioned in (viii) above.
- (x) Rendering Legal Advice on the above issues and
- (xi) Any other issue incidental to the aforesaid.

SECTION 4

Procedure for detailed evaluation of technical qualifications:

Criteria, sub-criteria and point system for evaluation to be followed under this procedure

S.No.	Criteria/ sub-criteria	Value
I.	Specific experience of the Bidder firm relevant to the assignment/ job	25 marks
II.	Turnover	10 marks
III.	Organisational capacity and adequacy of the proposed methodology and work plan in response to the terms of reference	35 marks
	Sub-criteria	
A.	Technical approach & methodology	40%
B.	Work Schedule	20%
C.	Organisation capacity*	40%
IV.	Key professional staff. Qualification & competency for the assignment/job	30 marks
	Qualifications and competency of each of the key professional will be evaluated separately	
	Sub-Criteria	
A.	Team Leader	30%
B.	Other key professionals	70% in total & equal score assigned to each professional staff proposed
	For evaluation of each of the key professionals, the following sub-criteria can be followed:	
a)	Educational qualifications	15%
b)	Adequacy for the assignment/ job (Experience in carrying out similar assignment/job)	75%
c)	Experience of the region & language	10%

*** Bidders having establishment/offices/sub-offices/agency offices at Kolkata and Chennai in addition to Delhi and Pune/Mumbai will be given extra weightage under this sub-category.**

1. Method of Selection:

All the Bidders who secure above Seventy Five percentage (75%) of marks will be considered as technically qualified for award of contract. Financial bids of only such qualified Bidders will be opened and the Bidder quoting the lowest evaluated price (based on Form Fin 2) for the assignment will be considered for negotiations and award of contract.

2. Expected date for commencement of consulting Assignment/job: within 15 days from the date of signing of contract.

3. Location of performance assignment/job: Premises of the Consultant.

SECTION 5
TECHNICAL BID

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

(Location, Date)

To: (Name and address of Employer)

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [in full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2

BIDDER’S ORGANIZATION AND EXPERIENCE

A. Bidder’s Organisation

Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.

B. Bidder’s Experience

Using the format below, provide information on each Assignment/job, for which your firm and each partner, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (if possible, the employer shall specify exact Assignment/job for which experience details may be submitted).

1. Firm’s name:

1	Assignment/job name	
1.1	Description of project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months):	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total no. of staff - months of Assignment/job	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year)	
1.11	Completion date (month/year)	
1.12	Name of associated Bidders, if any:	
1.13	No. of professional staff-months provided by associated Bidders:	
1.14	Name of senior professional staff of your firm involved and functions performed:	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job	

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above-mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

a) On the Terms of Reference

Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.

b) On Inputs and Facilities to be provided by the employer [Comment here on Inputs and Facilities to be provided by the Employer including administration support, office space, domestic transportation, equipment, data, etc.]

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

- a) **Technical Approach and Methodology:** In this chapter, you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan:** The Bidder should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final document, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.
- c) **Organization and Staffing:** The Bidder should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENT/ JOBS

Professional staff

S.No.	Name of Staff	Area of Expertise	Position/ Task assigned for this job

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional, separate form TECH-6 will be prepared]
2. Name of Staff:
[Insert full name]
3. Date of Birth:
4. Nationality
5. Education
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]
6. Membership of Professional Associations:
7. Other Training:
8. Countries of Work Experience:
[List countries where staff has worked in the last ten years]
9. Languages:
[for each language, indicate proficiency: good, fair or poor in speaking, reading and writing]
10. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held] :
From [Year] to [Year]
Employer:
Positions held:
11. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]

FORM TECH-7

STAFFING SCHEDULE

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

- 1.
- 2.
- 3.

Note:

1. For Professional Staff, the input should be indicated individually; for Support Staff, it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the Assignment/job. For each staff, indicate separately staff input for home and field work.

WORK SCHEDULE

S.No.	Activity	Days Proposed	Maximum Permissible Duration
1.	Mobilisation		Within 15 days of signing of Contract
2.	Submission of Preliminary Report		Within 60 days
3.	Submission of Draft Report		Within 90 days
4.	Final Report		Within 120 days

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs, indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart also.

FORM TECH-9

COMMENTS/MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion/ views on the draft contract attached with the Bid document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/ all modifications sought and may reject any such request of modifications]

FORM TECH-10

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or Group Company or any member of the consortium which are of conflicting nature as per bid document. If yes, please furnish details of any such activities. If no, please certify.

We hereby declare that our firm, our associate/ group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities as per bid document. We also acknowledge that in case of misrepresentation of the information, our proposals/ contract shall be rejected/ terminated by the Employer which shall be binding on us.

Authorized Signature [in full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SECTION 6

FINANCIAL PROPOSAL

Standard Forms

Financial Proposal - Standard Forms

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. The amount is including of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, upto expiration of the validity period of the Proposal, i.e. before the date indicated in bid document. Commissions and gratuities paid or to be paid by us to agents relating to this Proposal land Contract execution, if we are awarded the Contract, are listed below:

Name and Address Amount and Purpose of Commission Gratuity of Agents

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely,

Authorized Signature [in full land initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Comprehensive Financial Proposal

Comprehensive Financial Proposal (FORM FIN-2) of Section-6 to be uploaded online in .xls BoQ_XXXX attached with the tender.

S.No.	Head	Reference	Rs.(In words and Figure)
1	Total of Remuneration	Form Fin-3	-----
2	Total of Reimbursable Expenses	Form Fin-4	-----
3	Total Of Miscellaneous Expenses	Form Fin-5	-----
	GRAND TOTAL		-----

Note:- In the event of any mismatch in the Grand Total Value(GTV) mentioned in **Comprehensive Financial Proposal (FORM FIN-2)** and total of **BREAKDOWN OF REMUNERATION (FORM FIN-3)**, **BREAKDOWN OF REIBURSABLE EXPENSES (FORM FIN-4)** and **Miscellaneous Expenses (FORM FIN-5)** of the bidder, the following criteria will be adopted to remove the discrepancy between these two values:

- (i) When Grand Total Value (GTV) given in **Comprehensive Financial Proposal (FORM FIN-2)** is greater than the Grand Total Value arrived at by summation of **BREAKDOWN OF REMUNERATION (FORM FIN-3)**, **BREAKDOWN OF REIBURSABLE EXPENSES (FORM FIN-4)** and **Miscellaneous Expenses (FORM FIN-5)**, value arrived at by summation of **BREAKDOWN OF REMUNERATION (FORM FIN-3)**, **BREAKDOWN OF REIBURSABLE EXPENSES (FORM FIN-4)** and **Miscellaneous Expenses (FORM FIN-5)** will be taken as the value for **Comprehensive Financial Proposal (FORM FIN-2)** .
- (ii) When Grand Total Value given in **Comprehensive Financial Proposal (FORM FIN-2)** is less than the Grand Total Value arrived at by summation of **BREAKDOWN OF REMUNERATION (FORM FIN-3)**, **BREAKDOWN OF REIBURSABLE EXPENSES (FORM FIN-4)** and **Miscellaneous Expenses (FORM FIN-5)** value given in GTV shall be taken and **BREAKDOWN OF REMUNERATION (FORM FIN-3)**, **BREAKDOWN OF REIBURSABLE EXPENSES (FORM FIN-4)** and **Miscellaneous Expenses (FORM FIN-5)** will be replaced with the value given in **Comprehensive Financial Proposal (FORM FIN-2)** and the item wise value for each item in **BREAKDOWN OF REMUNERATION (FORM FIN-3)**, **BREAKDOWN OF REIBURSABLE EXPENSES (FORM FIN-4)** and **Miscellaneous Expenses (FORM FIN-5)** will be reduced on Pro-Rata basis and consequently unit values will be worked out.
- (iii) Reimbursable Expenses such as Travelling Expenses are limited to the actual expenses or the quoted amount whichever is lower.

BREAKDOWN OF REMUNERATION

(for details, please refer to Note below)

S. No.	Name of Staff	Position	Man Month Rates (A)	Proposed Man Months (B)	Total Amount (in Rupees)* (A) * (B)
1.	Key Professionals *1				
2	Support Staff *2				

*1 Key Professionals are to be indicated by name

*2 Support Staff is to be indicated per category (e.g.: Draftsman, Assistant, etc.)

Total Remuneration = _____ Amount in Rupees

(Amount in Words):

Note:

1. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g. draftsmen, Assistants, etc.). cost of Secretarial services, if any, will be indicated in Form FIN-5.
2. Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.
3. Indicate separately staff-month rate for each activity separately.

Authorized Signatory:**Name:****Designation:****Name of Firm:****Address:**

BREAKDOWN OF REIBURSABLE EXPENSES

[Note: Reimbursable expenses will be quoted only for work related travel outside the place of work decided by the employer in the data sheet. It can also include travel from the Headquarter of the Bidder to the place of work)

Activity No.: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price in Rupees	Total Amount
1	Travel expense flights/ Train -----	Trip			
2	Miscellaneous travel expenses	Trip			
3	Subsistence allowance	Day			
4	Local transportation costs				
5	Office rent/ accommodation, clerical assistance				

Total Reimbursable: _____ Total amount (in Rupees)

Amount in words:

Authorized Signatory:

Name:

Designation:

Name of Firm:

Address:

Miscellaneous Expenses

(It will include only such expenses which are directly chargeable to the assignment/job)

S.No.	Particulars	Unit Rate	Quantity (Staff Months) number	Amount (in Rupees)
1	Secretarial staff			
2	Office equipment			
3	Preparation of Reports/ deliverables			
	Total			

Authorized Signatory:

Name:

Designation:

Name of Firm:

Address:

Annexure

LETTER OF AUTHORISATION FOR ATTENDING PRE- BID CONFERENCE

**Subject: Authorization for attending pre-bid conference on -----
(date) in the tender no. ----- of HPIL**

Following persons are hereby authorised to attend the **pre-bid conference** for the tender mentioned above on behalf of -----
(Bidder) in order of preference given below.

Order of Preference	Name	Specimen signature
---------------------	------	--------------------

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend **pre-bid conference**.
2. Permission for entry to the hall where **pre-bid conference is scheduled** may be refused in case authorization as prescribed above is not recovered.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your Company/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your Company/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Performance Bank Guarantee.

To

The President of India

WHEREAS -----(hereinafter called “the Consultant”) has undertaken, in pursuance of contract No. dated to provide Consultancy services for M/s HPIL (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Consultant such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of Rs ----- (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs ----- as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of Department of Telecommunications in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee will remain in force up to and including 90 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee shall be valid until the day of----, 2015

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

SECTION 7
STANDARD FORMS OF CONTRACT
TABLE OF CONTENTS

Sl.No.	Particulars
I.	Contract
II.	General Conditions of Contract
1.	General Provisions
2.	Commencement, Completion, Modification and Termination of Contract
3.	Obligations of the Consultant
4.	Consultants Personnel
5.	Obligations of the Employer
6.	Payments to the Consultant
7.	Fairness and Good Faith
8.	Settlement of Disputes
9.	Liquidated Damages
10.	Miscellaneous Provisions
A	Special conditions of Contract
B	Appendices

***Note:** In case of any disagreement/ discrepancy/ contradictions between this “STANDARD FORM OF CONTRACT” and “BID Documents” the provisions of Bid Documents shall prevail to the extent of such disagreement/ discrepancy/ contradictions. Employer’s decision in this regard shall be final.

CONTRACT FOR ENGAGEMENT OF LEGAL CONSULTANT / FIRM /COMPANY

BETWEEN

HEMISPHERE PROPERTIES INDIA LTD.

and

[-----]

Dated:

“CONTRACT”

This CONTRACT (hereinafter called the “Contract”) is made and executed at New Delhi on this day of , 2015

Between

Sh./Smt. -----, Director/ CMD HPIL acting through HPIL a PSU of Department of Telecommunications, Government of India having its office at Sanchar Bhawan, Ashoka Road, New Delhi - 110001 (hereinafter called the “Employer”, which expression hereof includes its successors, administrators & assigns), the First Party

AND

----- (hereinafter called the “Consultant” which expression hereof includes its successors, administrators & assigns) herein represented through its authorised representative and lawful attorney, -----, the Second Party

WHEREAS

(a) The Consultant, been duly shortlisted through the process of e Tender floated by the Employer, which were widely advertised through newspapers and website having required Legal, professional skills, personnel and technical resources, has offered to provide services in response to the above e Tender dated .07.2015 issued by the Employer.

(b) The “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;

The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) The “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract. The parties agree that this Contract shall be deemed to have come into force with effect from, 2015

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands & seals the day, month & year first above written

For and on behalf of M/s HPIL

For and on behalf of Consultant

[Authorized representative]

Signed by

Signed by -----
Consultant

For & on behalf of M/s HPIL
409, Sanchar Bhawan,
Ashoka Road,
New Delhi - 110 001.

Date:

Date:

Place:

Place:

Witnessed By

Witnessed By

(i)

(i)

(ii)

(ii)

II

“GERNERAL CONDITIONS of CONTRACT”

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 for the time being.

(b) “Consultant” means-----, the Second Party that will provide the services to the “Employer” under the Contract.

(C) “Consultancy Monitoring Committee” (CMC) means a Committee formulated to monitor the progress of the assignment

(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e., the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) “Day” means calendar day.

(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(g) “Employer” means the HPIL, a PSU of Department of Telecom, Ministry of Communications & I.T., Government of India who have invited the bids for consultancy services for this project and with whom the selected Consultant signs the contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and Terms of Reference of the contract.

(h) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.

(i) “GC” means General Conditions of Contract.

(J) “GOI” means the Government of India

(k) “In writing” means communicated in written form with proof of receipt.

(l) “Local Currency” Means Indian Rupees.

(m) “Personnel” means professionals and support staff provided by the Consultants to perform the Services or any part thereof; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

(n) “SCC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(p) “Bidder” means any entity or person or association of persons, who submits its proposal for providing Services to the Employer under this e tender.

(q) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.

(r) “Government” means the Government of India.

(s) “Instructions to Bidder” means the document which provides Bidders with all information needed to prepare their proposals.

(t) “LOI” means the Letter of Intent being sent by the appointing authority to the selected “Bidder”.

(u) “Terms of Reference” (TOR) means the document included in the bid document which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

1.2 Relationship between the Parties

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

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

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

1.5 Notices

1.5.1 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 post to such Party at the address specified in the Special Conditions of contract.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Cl(1) of Special Conditions of Contract.

1.6 Location: The Services shall be performed at such locations as the “Employer” may approve.

1.7 Authority of Lead Partner: in case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the Cl(2) of Special Conditions of Contract.

1.9 Taxes and Duties: The Consultant shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer’s policy to require that the Employer as well as the Consultant observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “Collusive practices” means a scheme or an arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

(iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.10.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the consultant having

taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in executing the contract.

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the (“Effective Date”) i.e. the date of the Employer’s notice to the Consultant instructing the Consultant to begin carrying out the services. The PBG shall be submitted by the Consultant in accordance with Bid document.

2.2 **Termination of Contract for Failure to become Effective:** If this Contract has not become effective within twenty one (21) days after the date of the Contract signed by the Parties, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void. However in case of the consultant withdrawing from the contract after signing the same, the Employer in addition to imposition of suitable penalty will have the right to encash the Performance Bank Guarantee.■

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the ten (10) days after the Effective Date.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of Sixteen (16) weeks after the Effective Date or further renewal if any.

2.5 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 other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties in the form of an amendment to the contract duly signed by both the parties to the contract. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a

Party's performance of 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 extreme 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 (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar 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.

2.7.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(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 case 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 written notice of the restoration of normal conditions as soon as possible.

(c) 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.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:

(i) Demobilize; or

(ii) Continue with the services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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 allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the “Employer”: The “Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1.

(a) If the Consultant fails to provide a remedy upon the failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgement of the “Employer” has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the Consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgement regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as the result of Force Majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- (i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 In such an occurrence the “Employer” shall give a not less than fifteen (15) days’ written notice of termination to the Consultants, and thirty (30) days’ in case of the event referred to in (i).

2.9.3 By the “Consultant”: The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.9.3.

(a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.

(b) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(c) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.4 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof and (iii) any right which a Party may have under the Law.

2.9.5 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.6 Payment upon Termination: Upon termination of this Contract pursuant to clauses GC 2.9.1 or GC 2.9.3 hereof, the “Employer” shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.3, remuneration pursuant to Clause GC 6.3 (h) (i) hereof for services satisfactorily performed prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to employer within 30 days of termination date.

2.9.7 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.3 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3. General

3.1 Standard of Performance: The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s” legitimate interests in any dealings with the Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions. It is Consultant's policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising Consultant's professional responsibility to maintain the confidentiality of client information. To avoid situations of potential conflict, consultants serving the Employer will not be assigned to a competitively sensitive project for a significant period of one year following the completion of the project for the Employer.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's services for this project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.2.4 Professional Liability: the consultant shall carry out its assignment with due diligence and in accordance with prevailing standards of profession. Consultant's liability to the governed by the applicable Law.

3.3 Confidentiality: Except with the prior written consent of the "Employer", the Consultant and the personnel shall not at any time communicate to any person or entity any information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of, the Services. For these purposes, confidential information shall not include information that is (i) or becomes publicly available other than as a result of a breach of this Contract by the Consultant, (ii) already known to the Consultant, (iii) independently acquired or developed by the Consultant without violating any of its obligations under this Contract, or (iv) required to be disclosed by law or judicial process. Consultant's work for the Employer is confidential and intended for the Employer's internal use only. Consultant does not make public client names, client materials or reports prepared for clients without their prior written permission.

3.4 Consultant's Actions Requiring Employer's Prior Approval: The Consultant shall obtain the Employer's prior approval in writing before any change or addition to the personnel listed in Form Tech -5 of RFP.

3.5 Reporting Obligations: The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.6 Documents prepared by the Consultant to be the Property of the "Employer": All plans, specifications, designs, reports, and other documents prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or

expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

4. CONSULTANTS’ PERSONNEL

4.1 General: The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the Services.

4.2 Description of Personnel:

(a) The title, agreed job description, minimum qualification and estimated period of engagement in carrying out of the services of each of the Consultant’s Key Personnel are as per the consultant’s proposal. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth may be made by the Consultant by written notice to the “Employer”, provided that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger.

(c) If additional work is required beyond the scope of the services specified, the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the “Employer” and the Consultant

4.3 Approval of Personnel: The key personnel listed by title as well as by name requires approval from the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall

submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (Stating the reasons for the objection) within twenty one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

4.3.1 Removal and/or Replacement of Personnel:

(a) Except as the “Employer” may otherwise agree, no changes shall be made in the personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the Employer’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the ”Employer”.

5. OBLIGATIONS OF THE ‘EMPLOYER’

5.1 Assistance and Exemptions: Unless otherwise specified in the Special Conditions of Contract, the “Employer” shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant and personnel with work permits and such other documents as shall be necessary to enable the Consultant and its Personnel to perform the services.

(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(c) Provide to the Consultant and Personnel any such other assistance as may be specified in SC.

5.2 (A) **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e., service tax or any such applicable tax from time to time, which increases the cost incurred by the Consultant in performing the Services, then additional costs would be borne by the Consultant within the quoted price

5.2 (B) **Payment:** In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided in the bid document.

5.4 **Counterpart Personnel:** (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice.

(b) Professional and support counterpart personnel, excluding Employer’s liaison personnel, shall work in coordination with the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1. **Total Cost of the Services** (a) The total cost of the Services payable is set forth as per the Consultant’s proposal to the Employer.

Payment Terms

The terms of payment would be linked to the deliverables of the project, payment terms are specified as under:

The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released accordingly.

Once a milestone is completed, the Consultant shall submit the requisite deliverables as specified herein. The Employer shall release the requisite payment as soon as the deliverables are accepted. Description of deliverables may include processes/ milestones, which may be carried out concurrently. After completion of each milestone/ deliverable, the Consultant shall submit a report in a format (decided by the competent authority) to the HPIL containing tangible results vis-à-vis goals and objectives set by the Employer for a particular set of deliverables. The payment to the extent indicated above for each milestone/deliverable would be made by the Employer on the basis of acceptance of such reports. TDS will be as applicable.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

(a) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC.

(b) The payment schedule shall be as under:-

S. No.	Deliverable	Time line from Signing of Contract	Payment Schedule
1	Submission of Preliminary Report by Consultant with Executive Summary after detailed discussion with Employer	Within 60 days	10%
2	Submission of complete draft Report by Consultant	Within 90 days	25%

3	Incorporate suggestions and presentation of Final report	Within 120 days	35%
4	Acceptance of report		30%

(c) **Final Payment:** The **Final Payment** shall be made only after the final report has been submitted by the Consultant and accepted as satisfactory by the “Employer”. The services shall be deemed completed and finally accepted by the “Employer” and the final report shall be deemed approved by the “Employer” as satisfactory within 4 weeks after receipt of the final report unless the “Employer”, within such 4 week period gives written notice to the Consultant specifying in detail deficiencies in the services. The Consultant shall thereupon make any necessary corrections, and thereafter the foregoing process shall be repeated.

(d) For the purpose of payment, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant with/without modifications to be communicated in writing by the Employer to the consultant as the case may be.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer, the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’s right to levy any liquidated damages. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC

(g) With the exception of the final payment under (c) above, payment do not constitute acceptance of the service nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments/suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith based on assessment of work done from the previous milestone, for which the payment is made or to be made till the date of the termination.

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 will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within thirty (30) days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within sixty (60) days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration:

8.2(i) In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled

amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of (Three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry/ Department. The arbitration and Conciliation Act, 1996 and any statutory modification or re- enactment thereof, shall apply to these arbitration proceedings.

8.2(ii) Arbitration proceedings shall be held in India at the place indicated in SCC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.2.(iii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expensed of the arbitrators s determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expensed incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages and Penalties

9.1 Performance Guarantee

9.1.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 Liquidated Damages

In case of extension in the Delivery period completion with liquidated damages the recovery shall be made on the basis of following percentages of value of Contract / work completion, which the bidder has failed to supply / complete the work:

S. No.	Condition	LD %
1.	Delay of two weeks beyond the period of completion of work as per work schedule under Tech 8 under Section 3	2.5 %
2.	Delay exceeding two weeks but not exceeding 4 weeks beyond the period of completion of work as per clause 15	5.0 %
3.	Delay exceeding 4 weeks but not exceeding 5 weeks beyond the period of completion of work as per clause 15	7.5 %
4.	Delay exceeding 5 weeks beyond completion of work but upto six weeks.	10%

The maximum amount of liquidated damages shall be 10% of total value of contract.

If the consultant requires an extension of time in completion of contractual work on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the work order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of assignment.

Completion period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the bidder.

9.2.5 Encashment and Appropriation of Performance Guarantee

The Employer shall have the right to invoke and appropriate the proceeds of the Performance Guarantee, in whole or in part, without notice to the Consultant in the event of breach of this Contract or for recovery of liquidated damages specified in this Clause 9.

9.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 9 warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Employer, other penal action including debarring for a specified period may also be initiated as per policy of the Employer.

10. Miscellaneous provisions:

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer/the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor’s/Consultant’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by its employees, workmen, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (vii) All claims regarding indemnify shall survive the termination or expiry of the Contract.
- (viii) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.