

REQUEST FOR PROPOSAL

Selection of law firm for providing legal advisory and support to RDA

RFP No. /RDA/2017

Dated :

Tenders are invited from eligible bidders for the captioned project the details are below :-

Tender documents including Detailed RFP can be downloaded from the website www.rdaripur.com Last Date for Sale of RFP Document Last Date of Submission is Amendment/Modification in tender, if any, will be uploaded only on the website.

Raipur Development Authority
Bhakt Matakarma Commercial Complex,
New Rajendra Nagar,
Raipur (C.G.) 492001

Chief Executive Officer

Important Information

S. No.	Event	Date	Time & Venue
1.	Issue of RFP	10.03.2017	
2.	Last Date for Sale of RFP Document	30.03.2017	up to 01:30 P.M.
3.	Last Date of Submission of RFP	31.03.2017	up to 03:00 P.M.
4.	Opening of Technical Bids	01.04.2017	03:30 P.M.
5.	Opening of Financial Bids	04.04.2017	03:30 P.M.
6.	Cost of RFP Document (non-refundable)	INR 1000	Purchased directly from RDA OR Demand Draft of any scheduled bank in favour of CEO, RDA, payable at Raipur
7.	Proposal Security	INR 10000	Demand Draft of any scheduled bank in favour of CEO, RDA, payable at Raipur
8.	Place of Bid Submission		Raipur Development Authority Bhakt Matakarma Commercial Complex, New Rajendra Nagar, Raipur (C.G.) 492001

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1. ABOUT RAIPUR DEVELOPMENT AUTHORITY -

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2. DISCLAIMER -

I. The RFP document contains two volumes:

Volume -I	Request for Proposals
Volume -II	Draft Agreement

II. The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the RDA or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

III. Though adequate care has been taken in the preparation of the RFP, the Applicant should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the Chief Executive Office, Raipur Development RDA (RDA) immediately before the Proposal due date. If no intimation is received by the RDA within the date, it shall be deemed that the RFP is satisfied that the Document is complete in all respects.

IV. The RFP is not an agreement or an offer by the RDA to the prospective Applicants or any other person. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at by the RDA in relation to the services.

Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The RFP may not be appropriate for all persons, and it is not possible for the RDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements and information contained in the RFP Document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP Document and obtain independent advice from appropriate sources.

V. Information provided in the RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The RDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

VI. The RDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP.

VII. The issue of this RFP does not imply that the RDA is bound to select an Applicant or to appoint the Successful Applicant and the RDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

VIII. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the RDA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the RDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

3. REQUEST FOR PROPOSAL -

For Selection of Law Firm for proving legal advisory and support to RDA

1. INTRODUCTION

1.1. Assignment

Raipur Development Authority ("RDA" or the "Authority") intends to engage a Law Firm for Legal Advisory and Support to RDA ("the Assignment") for the period of one year which can be further renewed for two further terms of one year each on the discretion of RDA.

1.2. Request for Proposal

RDA invites proposals, through this Request for Proposal ("RFP") (the "Proposals") for selection of a Law Firm for the Assignment.

1.3. Due diligence by Applicants

A single entity (the "Applicant") is advised to inform themselves fully about the Assignment and the local conditions before submitting the Proposal.

1.4. Procurement of RFP Document

The RFP document can be purchased directly from RDA during the working hours on working days.

1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date.

1.6. Brief description of the Selection Process

The Authority has adopted a single stage bidding process with a cost based method of selection having two steps of evaluation (collectively the "Selection Process") in evaluating the Proposals. In the first step of evaluation, evaluation of Eligibility Criteria will be carried out as specified in this RFP. Based on this evaluation, a list of short-listed applicants shall be prepared. In the second step, evaluation of Financial Proposal of the short-listed Applicants will be carried out. Proposals will finally be ranked according to their financial scores. The first ranked Applicant (the "Selected Applicant") may, if necessary, be invited for negotiation, while the second ranked Applicant will be kept in reserve.

1.7. Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Event Description	Scheduled Date
Last Date of Sale of RFP Document	30.03.2017 upto 1:30 P.M.
Proposal Due Date (PDD) (i.e. last date of receiving Proposals)	31.03.2017 upto 3:00 P.M.
Opening of Technical Proposal	01.04.2017 after 3:30 P.M.
Opening of Financial Proposal	04.04.2017 after 3:30 P.M.
Issue of Letter of Intent (LOI)	Within 30 days from opening of Financial Proposal
Signing of Agreement	Within 7 days from issue of LOI
Validity of Proposals	120 days of Proposal Due Date

1.8. **Nodal Officer for Information about the Assignment**
For any additional information pertaining to the Assignment, (.), RDA
(Ph.: 0771-(.)) may be contacted.

1.9. **Communications**

- i. All communications, including the envelopes and the Proposal, should contain the following information, to be written at the top in bold letters:

"Selection of Law Firm for providing legal advisory and support to RDA" and should be addressed to:

Chief Executive Officer

Raipur Development Authority (RDA),

(.)

Raipur - 492001 (C.G.)

Phone: (0771) – (.)

Fax: (0771) – (.)

E-mail: - (.)

- ii. The Official Website of the Authority : www.rdaraipur.com

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1. Conditions of Eligibility of Applicants

- 2.1.1. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following Minimum Eligibility Criteria ("Eligibility Criteria"):

i. Technical Capacity

- a. The Bidder may be a single entity (called the "**Applicant**"), coming together to provide Legal Advisory Services to the Authority;
- b. The Applicant should be a Law Firm and provide legal advice in India;
- c. The Applicant should be Company registered under Companies Act, 2013 or a Partnership Firm registered under Partnership Firm Act 1932 or Limited Liability Partnership Firm registered under Limited Liability Act, 2008;
- d. The Firm should have a minimum experience of 2 years in contract management, legal advisory, litigation support and similar services;
- e. The Applicant shall have, over the past 2 years preceding the RFP, undertaken Assignments with Development Authority, Corporate Entities or State or Central Government or their undertakings for providing contract management, litigation management, legal advisory and similar services and should have received a minimum of INR 3 lakh as professional fee from one of such assignment;
- f. The Applicant shall have key resources with extra ordinary experience in legal profession;
- g. The Applicant should have geographical presence of the Operating Office in Raipur, Chhattisgarh

ii. Financial Capacity

The Applicant should have a minimum Average Annual turnover of INR 4.5 lakh or above from legal services related to contract management, litigation management, legal advisory and similar services, business transactions, M&A, taxation advisory, IP Law etc. in last two financial years (2015-2016)

Supporting Documents for Eligibility Criterion:

- For above criteria (i)b, (i)c, and (i)d, the Law Firm must submit an attested copy of Certificate of Incorporation or other equivalent documents as on (.)01.2017;
- For above criteria (i)e and (i)g, the Law Firm must submit a self-certification from authorized signatory as per Annexure (.)

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- For above criteria (ii), the Law Firm must submit, a copy of Audited balance sheet and Profit & Loss for the last two financial years as per Annexure (.)

2.1.2. Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

2.1.3. An Applicant should have, during the last two years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.

2.1.4. An applicant should not have any court cases/ arbitration cases/ or any other cases pending against him/her.

2.1.5. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.

2.2. Team

2.2.1. The Law Firm shall deploy 1 key personnel for four hours (First Half 10:30 AM to 13:30 PM) at the office of RDA situated at Raipur. The qualification criteria for the key personnel shall be as per below:

S. No.	Key Personnel	Qualification	Experience
Back-end Support			
1	Associate Lawyer	Bachelor in Law	Minimum 2 years of experience in Legal Profession.

Note: Provide details of the Key Personnel as per Annexure (.)

2.2.2. The Associate Lawyer need to carry their own laptop, charger, mobile phones etc.

2.2.3 The sitting space and furniture will be provided to the team at RDA office, Raipur.

2.2.4. Printer and consumables such as cartridge and paper etc. will be provided to the team by the RDA.

2.3. Conflict of Interest

The selected Law Firm shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Law Firm and its affiliates shall not engage in consulting activities that conflict with the interest of the RDA under the Agreement. The Law Firms should provide professional, objective and impartial advice and at all times hold the RDA interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Without limitation on the generality of the foregoing, Law Firms shall not be hired, under the circumstances set forth below:

- a. Conflict between Consulting activities and procurement of goods, works or services: A Law Firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods,

works or services. Conversely, a Law Firm hired to provide services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

- b. Conflict among consulting assignments: Neither Law Firms (including their personnel) nor any of their affiliates having any assignment that, by its nature, may be in conflict with this assignment shall be eligible to submit a Proposal or to carry out the Assignment.

2.4. **Number of Proposals**

An Applicant is eligible to submit only one Proposal. An Applicant applying individually shall not be entitled to submit another Proposal as a member of other Applicant.

2.5. **Cost of Proposal**

2.5.1. Proposal Preparation and Submission Cost

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The Authority will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5.2. **Cost of RFP Document**

The RFP document can purchased directly from RDA during the working hours on working days and be used for submitting the Proposal. It shall be accompanied with a demand draft of INR (₹) in favour of the Chief Executive Officer RDA, payable on par, at Raipur.

2.6. **Acknowledgement by Applicant**

- 2.6.1. The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

It shall be deemed that by submitting the Proposal, the Applicant has:

- i. made a complete and careful examination of the RFP;
 - ii. received all relevant information requested from the Authority;
-
- iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters;
 - iv. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - v. acknowledged that it does not and shall not have a Conflict of Interest; during the period of Assignment if awarded; and
 - vi. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7. **Right to reject any or all Proposals**

- 2.7.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof. The Authority reserves the right to reject any Proposal if:

- i. at any time, a material misrepresentation is made or uncovered, or
- ii. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

2.8. **Clarifications**

2.8.1. **Clarification by Applicant**

- i. Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process in this RFP. The envelopes shall be addressed as per Clause 1.9 and shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP - Selection of Law Firm providing legal advisory and support to RDA"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be posted to all such queries on the Official Website.

- ii. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.2. Clarification by Authority

- i. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose.
- ii. If a Applicant does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.9. Amendment / Modification of RFP

- 2.9.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Modified RFP / Addendum/ Amendment.
- 2.9.2. All such amendments/modified RFP will be posted only on the Notice Board in the office of RDA and shall not be published in any newspaper and will be binding on all Applicants.
- 2.9.3. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

B. PREPARATION AND SUBMISSION OF PROPOSAL

2.10. Language

The Proposal with all accompanying documents (the "Documents") and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents

is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.11. Format and Signing of Proposal

- 2.11.1. The Applicant shall provide all the information as per this RFP document. RDA shall evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise the following -

A. Part I Submission (Technical Proposal)

- a. Covering letter in the format specified in **Annexure 1**;
- b. Profile of the Law Firm in the format specified in **Annexure 2**;
- c. Certificate of Incorporation or other equivalent document;
- d. Documents evidencing the Technical experience;
- e. Documents evidencing the Financial Capacity in the formats specified in **Annexure 3**;
- f. Curriculum Vitae of the Team in the formats specified in **Annexure 4**
- g. A self-certification from authorized signatory that the applicant has not been blacklisted as per Clause 2.1.2 & 2.1.3.
- h. Details of any court cases/arbitration cases/ or any other case pending against the Applicant as per Clause 2.1.4.

B. Part II Submission (Financial Proposal)

Financial Proposal in the format specified in **Annexure 5**

- a. The Financial Proposal of the Applicant shall be the lump sum Professional fee (the "Professional Fee") which the Applicant proposes to charge for his services under the Assignment. The Financial Proposal shall be inclusive of all taxes, charges, royalties etc. and out of pocket expenses incurred by the Applicant towards travel, documentation and communication.

The Financial Proposal shall not include Service Tax, which shall be payable extra by RDA at the then prevailing rate.

- b. The lump sum professional fee shall also include all expenses of outsourced expert consultancy services which the Applicant may engage at his discretion for the purpose of the services under the scope of work.

2.11.2. The Applicant shall seal the Part I Submission and the Part II Submission separately in two envelopes, duly marking the envelopes as "PART I SUBMISSION" and "PART II SUBMISSION". These envelopes shall then be sealed in a single outer envelope.

2.11.3. The Proposal shall be typed or written in indelible ink and each page shall be initialled by authorised signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.

2.12. Sealing and Marking of Proposal

2.12.1. Each of the envelopes, both outer and inner, must be super-scribed with the following information:

- a. Name and Address of the Applicant
- b. Contact person and phone/Fax numbers/email id
- c. Subject of the RFP is "**Selection of Law Firm for providing legal advisory and support to RDA**"

2.12.2. All envelopes shall be addressed to:

Chief Executive Officer

Raipur Development Authority

(.)

Phone: (0771) - (.)

Fax: (0771) – (.)

Email id - (.)

2.12.3. If the envelopes are not sealed and marked as instructed above, RDA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of RDA, be rejected.

2.12.3.1. The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk. RDA shall not be liable for any mistake or error or neglect by the Applicant in respect of the following and it shall be deemed that prior to the submission of the Proposal, the Applicant has:

- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- b. received all such relevant information as it has requested from RDA; and
- c. made a complete and careful examination of the various aspects of the Project.

2.13. **Proposal Due Date**

- i. Proposal should be submitted before 15:00 hrs on the Proposal Due Date at the address specified in this RFP in the manner and form as detailed in this RFP.
- ii. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum, which shall be published in its official website.

iii. Late Proposals

Proposals received by the Authority after the time specified on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

iv. Modification/ substitution/ withdrawal of Proposals

No Proposal shall be modified, substituted, or withdrawn by the Applicant after its submission.

2.14. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Proposal Security shall be forfeited and appropriated by the Authority under the following conditions:

- a. If an Applicant engages in any of the Prohibited Practices specified in this RFP; or
- b. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time; or
- c. In the case of the Selected Applicant, if the Applicant fails to clarify or reconfirm its commitments as mentioned in this RFP; or
- d. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the Assignment as specified respectively; or
- e. If the Applicant is found to have a Conflict of Interest as specified in this RFP.

C. EVALUATION PROCESS

2.15. **Opening of Proposals and Clarifications**

The CEO, RDA or any officer authorised by him shall open the Part I Submission of the Proposals on the Proposal Due Date for the purpose of evaluation. RDA reserves the right to reject any Proposal not submitted on time or which does not contain the information/documents as set out in this RFP document. To facilitate evaluation of Proposals, RDA may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

2.16. As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated on Financial Parameters. The Part I Submission would be considered to be responsive if it meets the following conditions:

- a. It is received by the Proposal Due Date including any extension thereof.
- b. It is signed, sealed and marked as stipulated in the RFP.
- c. It contains information in formats specified in this RFP.
- d. It is unconditional.
- e. It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by RDA without communication with the Applicant).
- f. There are no inconsistencies between the Proposal and the supporting documents.

2.17. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- i. affects in any substantial way, the scope, quality, or performance of the Assignment, or
- ii. limits in any substantial way, inconsistent with the RFP,
- iii. RDA's rights or the Applicant's obligations under the Agreement, or
- iv. affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.
- v. If it is conditional.

2.18 Markings for the Proposals which are found to be responsive shall be as under:

S. No.	Parameter	Points	Documents required
1 (i)	Experience of Legal Advisory to Government Entity, Banks and Corporates situated at State of Chhattisgarh	50	Supporting Invoices and documents showing qualification of the team of the Firm.
	Qualification of the Team of the Firm	20	
	Presentation given by the Law Firm	30	
1 (ii)	Financial Capacity of the Firm	50	Balance Sheet and P&L Statement of the Firm of last two financial year.
	Minimum Annual Turnover of the Firm in last two financial year		
	Grand total	150	

3. INSTRUCTIONS TO APPLICANTS

- 3.1. Financial Proposal/Part II Submission of only those Applicants whose Proposal are adjudged as responsive in terms of Clause 2.16 and Clause 2.17 shall be opened. Applicant who quotes the lowest Professional Fee shall be declared as the preferred applicant (Preferred Applicant). The Preferred Applicant may be invited for negotiation, if required; expenses for negotiation shall not be reimbursed.
- 3.2. In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, RDA shall declare the Preferred Applicant as the Successful Applicant. RDA will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted in accordance with Clause 2.22.
- 3.3. **Confidentiality**
Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to or matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.
- 3.4. **Clarifications**
To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

4. APPOINTMENT OF LAW FIRM

- 4.1. **Award of Consultancy**
After selection, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by the

Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Proposal Security of such Applicant, and the next eligible Applicant may be considered.

4.2. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period of 7 (seven) days from the date of acknowledgement of LOA or within such further time as RDA may agree to, in its sole discretion. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. If the Selected Applicant fails to sign the Agreement, his Proposal Security shall be forfeited and appropriated by the Authority.

4.3. Commencement of Assignment

The Successful Applicant shall commence the Services within seven days from the date of signing of the Agreement. If the Successful Applicant fails to commence the Assignment as specified herein, the Authority may, unless it consents to extension of time thereof may forfeit its Proposal Security.

Failure of the Successful Applicant to comply with the requirements as stated in Clause 2.22, 2.23 and 2.24 shall constitute sufficient grounds for the annulment of the LoA. In such an event, RDA reserves the right to

- a. either invite the next best Applicant for negotiations
- or
- b. take any such measures as may be deemed fit in the sole discretion of RDA, including annulment of the bidding process.

4.4. Proprietary data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Law Firm, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Successful Applicant to the Authority in relation to the Successful Applicant shall be the property of the Authority.

5. FRAUD AND CORRUPT PRACTICES

5.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

5.2. Without prejudice to the rights of the Authority under Clause 3.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Successful Applicant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- 5.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - b. **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6. MISCELLANEOUS

- 6.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Raipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process, and the Assignment.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Applicant in order to receive clarification or further information;
 - c. retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

Schedule 1

Terms of Reference (TOR) for Selection of Law Firm

- I. **Scope of work** - Responsibilities of Legal Firm include, but are not limited to:
1. Provide legal advice for the implementation of ongoing and upcoming projects;
 2. Draft Contracts, Concessions, Agreements, Lease Deeds, MoUs, Partnership Deeds, Notices, Letters, Petition reply etc.;
 3. Review / Concur and support/draft other legal documents and services which RDA may require from time to time to carry out its operations;
 4. Provide legal advice/ opinion on issues raised by RDA;
 5. Advice on matters ranging from regulatory review to execution and enforcement of project contracts, work or goods or services related contracts;
 6. Provide legal advice/ opinion on issues raised by RDA relating to other legal issues relating to Act, Rules, Regulation of various Indian and/ or state Act or any policy related issues as proposed by RDA time to time;
 7. The Selected Applicant shall submit the legal opinion, documents within 28 working days or as stipulated by Authority from the date of assigning of the work.

Note: The Selected Applicant shall draft the documents in English and Hindi Language as instructed by the Authority.

- II. **Period of Assignment** - The duration of this assignment shall be two Years initially from the date of Signing of this Agreement which may be extended for a further period of two Years with enhancement of 10 (Ten) percent of fees in each year on previous year's fees based on the need of the authority and provided that the services are found satisfactory. The enhancement shall be applicable after the completion of first year of the service.
- III. **Terms of Payment**
- a. Payment of fees for the services provided by Selected Applicant shall be made on monthly basis. By 15th day of each month the Selected Applicant shall raise invoice for the monthly fee for the previous month. The fees shall be inclusive of all out of pocket expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards local travel, documentation and communication except the Service tax and Cess, which will be paid separately, as agreed here under.
 - b. The expenses on account of outstation travel (outside Raipur), made by the Selected Applicant team members which shall include, the cost of travel, local conveyance, lodging and boarding in the host city shall be paid by RDA, provided that the travel is made with the prior written approval of, RDA or when the travel has been made as per the written instruction of RDA. The eligibility for the travel for Key Personnel of Selected Applicant would be AC 2-Tier/ AC Bus for travel/flight economy class, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class II Officer of the State Government. RDA would provide in advance suitable amounts to the staff to undertake the travel, and settle the advances on submission of bills by the team member. The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.
 - c. The services may commence soon after the appointment. The service tax, if and as applicable shall be paid extra. The taxes shall be deducted at source as per law.

Annexure 1: Format for Covering Letter

Date:

To,
CEO
Raipur Development Authority (RDA),
(.)

Sub: "Selection of Law Firm for providing legal advisory and support to RDA"

Dear Sir,

1. With reference to your RFP document No. _____ I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices and Annexures is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Applicant of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
 - b) I/ We do not have any conflict of interest in accordance with the RFP document
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Applicants to Bid for the Projects, without incurring any liability to the Applicants.
9. I/ We believe that we/ satisfy the Turnover criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ are/ is not a Member of any other firm submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. In the event of my/ our being declared as the Selected Applicant, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.
17. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / is not awarded to me/us or our Bid is not opened.
18. The power of attorney for signing of Bid is as per format provided in the RFP enclosed.
19. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
20. I/We agree and undertake to be liable for all the obligations of the Agreement.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,
(Signature of the Authorised Signatory)
(Name and designation of the Authorised signatory)

Date:

Place:

Annexure 2: Profile of the Firm

A. Details of Firm

S. No.	Particulars	Details
1.	Name of the Firm (in Capital Letters)	
2.	Constitution of Firm	
3.	Address of the Head Office (incl. Tel Number)	
4.	PAN of the Firm	
5.	Service tax registration No.	
6.	Whether there any court cases/arbitration/any other legal case against the Firm (If yes, please provide details in separate annexure)	
7.	Contact Person (Mobile No: Email address:)	

Name of the Authorised
Signatory

Signature of Authorised
Signatory

Annexure 3: Financial Capacity

A. Details of the Firm

S. No.	Financial Year	Turnover (INR)
1		
2		
3		
	Average annual Turnover for last 2 FYs	

Name of the Applicant

Signature of the Applicant

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (name of Applicant), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information is correct.

Signature and Seal of
Chartered Accountants/Statutory Auditors

Note: Annual Turnover amount shall not be considered for evaluation if this certificate is not signed and stamped by the auditor/ CA certifying Annual Turnover.

Annexure 4 - Curriculum Vitae

1.	Proposed Position			
2.	Name of Firm:			
3.	Name of Staff:			
4.	Date of Birth			
5.	Nationality			
6.	Education			
Name of Institution		Degree(s) or Diploma(s) obtained:	Date	
7.	Membership in Professional Associations/ Trainings attended			
8.	Countries of Work Experience:			
9.	Languages			
	Language	Reading	Speaking	Writing
10.	Employment Record:			
	FROM:		TO :	
	EMPLOYER			
	POSITION/S HELD			
11.	Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned			
	Name of assignment or project:			
	Year:			
	Location:			
	Client:			
	Main project features:			
	Position/s held:			
	Activities Performed:			
12.	Certification			
	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Date:</p> <p>Full name of authorized representative:</p>			

Financial Proposal to be submitted in Separate Envelope

Annexure 5: Format for Financial Proposal

(On the letterhead of the Applicant)

Having gone through this RFP document and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to quote the following Yearly Professional Fees for the Assignment:

S. No.	Name of the Assignment	Lump Sum Amount (INR in figures)	Lump Sum Amount (INR in words)

Note:

1. The Financial Proposal is inclusive of all out pocket expenses to be incurred towards travel, documentation and communication.
2. The Financial Proposal shall not include Service Tax, which shall be payable extra by RDA at then applicable rate.
3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Name of the Authorised Signatory

Signature of Authorised Signatory

Volume II

General Conditions of Contract (Draft Agreement)

DRAFT AGREEMENT

This Agreement (the "Agreement") is made at Raipur (Chhattisgarh) on this _____ day on _____.

BY AND BETWEEN:

RAIPUR DEVELOPMENT AUTHORITY (RDA), a body constituted under the (), having its Head Office at () (hereinafter referred to as "RDA" which expression shall, unless repugnant to the context or meaning thereof, include its include it's administrators and assigns) of the First Part

AND

_____, a Law Firm constituted under the provisions of the _____ and having its registered office at _____, (hereinafter referred to as the "Law Firm" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

RDA and Law Firm are collectively referred to as "Parties" and individually as "Party".

General Condition of Contract

1. General

1.1. Background

Raipur Development Authority (RDA) has been constituted under the provisions of (.). It has come in to with the main objective to develop capital city for the State of Chhattisgarh. RDA seeks the services of a qualified Law Firm for providing legal assistance and legal advisory services.

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between RDA and the Law Firm. Law Firm shall, subject to this Agreement, have 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. Rights & Obligations

The mutual rights and obligations of RDA and the Law Firm shall be as set forth in the Agreement, in particular:

- a. the Law Firm shall carry out the services in accordance with the provisions of the Agreement; and
- b. RDA shall make payments to Law Firm in accordance with the provisions of the Agreement.

1.4. Assignment Period:

The duration of this assignment shall be One Years initially from the date of Signing of this Agreement which may be extended for a further period of two term of One Year with enhancement of 10 (Ten) percent of fees in each year on previous year's fees based on the need of the authority and provided that the services are found satisfactory. The enhancement shall be applicable after the completion of first year of the service.

1.5. Authorized representatives

- 1.5.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the firm, as the case may be, taken or executed by the officials specified in this Clause 1.5.

Designation	Chief Executive Officer
Address:	Raipur Development Authority (.)
Phone	+ 91 771 (.)
Website:	(.)
E-Mail Address	(.)

- 1.5.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be as per Clause 1.5.1.

2. Commencement, Completion And Termination of Agreement

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2. Commencement of Services

Law Firm shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If Law Firm does not commence the Services within 7 days from the Effective Date, RDA may, by not less than 2 (two) weeks' notice to Law Firm, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand forfeited.

2.4. Modification(s) or Amendment(s)

No amendment, change, or modification to this Agreement shall be valid unless in writing and signed by the Parties hereto.

2.5. Force Majeure

2.5.1. Definition

- a. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, 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 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 such Party's Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2. No breach of Agreement

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 Agreement 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 Agreement.

2.5.3. Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.5.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.5.5. Consultation

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

2.6. Termination

2.6.1. By the Authority

The Authority may, by not less than thirty (30) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors
- c. for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or
- d. receivership whether compulsory or voluntary;
- e. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 2.13 hereof;
- f. the Consultant fails to comply decision of the Authority.
- g. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- h. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- i. 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.

2.6.2. By the Consultant

The Consultant may, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- b. 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; or
- c. the Authority fails to comply with any final decision reached as a result of arbitration.

However in case of being satisfied that the Law Firm has defaulted in observing provisions of the Agreement, RDA may after issue of written intimation to Law Firm indicating the manner of the default' terminate the Agreement, either in whole or in part, with two months' notice from the date of delivery of such notice. In the event RDA so terminates the Agreement it would be at liberty to engage another Law Firm or agency upon such terms and in such manner as it may seem fit.

The Law Firm would not be liable for circumstances beyond its control. These include:

- a. Force majeure conditions including Acts of God, e.g. earthquake, cyclone, storm, flood, or war, plane crash, or embargo etc.;
- b. Any defect or characteristic to do with the nature of the Assignment, even if it is known to the Law Firm accepted it; and
- c. Any act of omission or commission by any person(s), representative(s) of the RDA/ the Law Firm, outside the reasonable control of the Law Firm.

2.7. Payment Upon Termination

Upon termination of this Agreement by RDA or by the Law Firm under above mentioned clause hereof, RDA shall make the payment pursuant to payment schedule mentioned hereof for Services satisfactorily performed prior to the date of termination to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to RDA)

3. Obligations of the Firm

3.1. Standard of Performance

Law Firm shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. Law Firm shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to RDA, and shall at all times support and safeguard the RDA's legitimate interests in any dealings with third parties.

3.2. Applicable Laws

Law Firm shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the personnel and agents of Law Firm and any sub-consultant, comply with the Applicable Laws.

3.3. Confidentiality

The Law Firm acknowledges that during the period of subsistence hereof it will have access to and become acquainted with various information, inventions, innovations, processes, records, specifications and other intellectual property owned by or licensed to RDA and or used by RDA in connection with its operation including processes, methods, customers lists, accounts, and procedures. The Law Firm agrees not to disclose or discuss any of the aforesaid, whether directly or indirectly, or to use any of these in any manner, during the period of subsistence of this Agreement except as required for due and proper performance of the functions and obligations hereunder and subject to the overall control and direction of RDA.

All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original or creative artwork, and similar items relating to RDA that may come into the possession of the Law Firm, whether prepared by the Law Firm or not, shall be so possessed only on behalf of RDA and the Law Firm will have no claim to the same. Upon expiry of the term or upon earlier termination of this Agreement, or whenever required by RDA, the Law Firm shall forthwith deliver to the first party all such files, records, documents, specifications, information, and other items etc. in his possession or under his control.

3.4. Professional Fees

It is agreed that Professional Fees including reimbursement of all expenses for the Assignment detailed above shall be **INR** _____ (Rupees _____ only) for initial One year. The Service Tax at applicable rate shall be payable in addition to the above. Similarly if any tax is required to be deducted at source the same shall be deducted.

The amount shall be payable by RDA as mentioned in payment terms under Scope of Work of this assignment after receipt of bill submitted by Law Firm.

3.7. Duties

In the event of any unresolved dispute, the Parties shall submit to arbitration by authority mutually agreed to before instituting any judicial proceeding. Any judicial proceeding may only be instituted before Courts having jurisdiction in Raipur /Chhattisgarh.

3.8. Conduct

The Law Firm agrees to observe the following in respect of their conduct.

- 3.9.1 They shall, at all times, maintain absolute integrity of and devotion to duty and shall nothing which is unbecoming of a responsible officer of the RDA.
- 3.9.2 The Law Firm shall take all possible steps to ensure integrity of, and devotion to duty by all personnel deputed by them for the above Assignment.
- 3.9.3 The Law Firm shall act in best judgment while performing duties under this Agreement.
- 3.9.4 The Law Firm shall not associate with the management or operations of any media agency or Publication.

- 3.9.5 The Law Firm shall not, by any means, criticize any act or to do anything that of embarrassing the RDA in media or in public forum.
- 3.9.6 The Law Firm shall not accept contributions itself or otherwise associate raising any funds or other collection in cash or in kind in pursuance of whatsoever.
- 3.9.7 The Law Firm shall not make any investment which is likely to embarrass or influence the RDA in discharge of official duties. The Law Firm shall not lend to or borrow from private enterprise with which RDA had official dealings or is reasonably likely to have official dealings except with the written permission. The Law Firm shall not accept any gift, nor allow any person acting on behalf of RDA to accept any gift, from private enterprises with whom the RDA has, or is reasonably likely to have, official dealings. Further, if any such investment, lending, borrowing or gift, from any private enterprise who subsequently engages in official dealings with RDA, the Law Firm shall forthwith report such fact with full particulars as to the transaction and its circumstances and shall expeditiously provide any information asked as well as abide by any instructions given by RDA in this regard. In addition, the Law Firm or any of their family member shall inform RDA for any such investment, lending, borrowing or gift with any private enterprise with which RDA has or is reasonably likely to have official dealings (Family members, for these purposes/includes spouse of the second party, unless legally separated, his progeny or person(s) primarily dependent for sustenance on the second party).
- 3.9.8 If any doubt arises as to the provision of this article, RDA shall decide the same.

3.10. Entire Understanding

This Agreement constitutes the entire understanding and agreement of the Parties, and any all prior agreement(s), understanding(s), and representation(s) are hereby terminated and cancelled in their entirety and are of no further force and effect.

3.11. Information

The Law Firm agrees that any information received by the Law Firm during any furtherance of its obligations in accordance with this Agreement which concerns the affairs of RDA will be treated by the Law Firm in full confidence and will not be revealed to any other persons, firms or organizations, the Law Firm further agrees that all communications marked confidential would be treated as such by the other party, which shall exercise such caution, and shall also cause such caution to be exercised by its agent(s), employee(s) and assignee(s), as they may reasonably do so for information they themselves consider confidential.

The Law Firm is responsible for managing activities of its personnel and will hold itself responsible for any misdemeanour.

3.12. Assignment

This Agreement shall ensure to the benefit of, and be binding hereto and their respective successor(s) and assign(s), but it the whole or in part by either without the prior written consent upon each of the Parties shall not be assigned in of the other.

3.13. Settlement of Disputes

3.13.1 Amicable settlement

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

3.14 Dispute resolution

3.14.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 3.14.3

3.14.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

3.14.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Chief Executive Officer RDA, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 3.14.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 3.14.4.

3.14.4 Arbitration

3.14.4.1 Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration appointed by RDA, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

3.14.4.2 The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

IN WITNESSES WHEREOF the Parties here to have set their respective hands the day and year first hereinabove written,

For, RAIPUR DEVELOPMENT AUTHORITY
Chief Executive Officer,

For, _____

In presence of:

1. Signature
Name _____

2. Signature
Name _____