

**TENDER**  
**For**  
**ENGAGEMENT OF LAW FIRM AS LEGAL COUNSEL**

**HEMISPHERE PROPERTIES INDIA LIMITED (HPIL)**

**Office: - Room No. 144, C-Wing,**

**Nirman Bhawan**

**Maulana Azad Road, New Delhi – 110001**

**Website: [www.hpil.co.in](http://www.hpil.co.in)**

**IMPORTANT NOTICE TO BIDDER**

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The submission and opening of bids will be done physically. Tender document can be downloaded from the website [www.hpil.co.in](http://www.hpil.co.in).

<b>TENDER INFORMATION</b>	
<b>Tender Reference No.</b>	Tender No. HPIL/Legal/2021-22/ 01
<b>Work Item Title/ Description</b>	Engagement of Law Firm as Legal Counsel for HPIL
<b>Mode of Tendering</b>	Physical
<b>Tender Release Date</b>	<b>26.11.2022</b>
<b>Date of Pre-bid meeting</b>	<b>07.12.2022</b>
<b>Last date of Bid Submission</b>	<b>19.12.2022</b>
<b>Date of Technical Bid</b>	<b>20.12.2022</b>
<b>Financial bid opening</b>	To be notified on HPIL web portal after completion of technical evaluation.
<b>Location of Submission/ Opening of proposals, as applicable</b>	Room No. 625, A-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi-110001
<b>Tender Category</b>	Services
<b>Bid Validity days</b>	120 days from Bid Opening Date
<b>Duration of Assignment</b>	Engagement shall be valid for a term of 2 years further extendable on Mutual Agreement.
<b>Address of Correspondence/ for Bid Submission:</b>	To, Mr. Diwakar Kumar Barnwal Room No. 625, A-Wing, Nirman Bhawan Maulana Azad Road, New Delhi – 110001

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## CHAPTER – I

### INTRODUCTION

Hemisphere Properties India Limited (HPIL) is a Public Sector Undertaking (PSU) under the administrative control of Ministry of Housing and Urban Affairs. By way of an approved scheme of demerger, the surplus land with the Tata Communications Limited (TCL) have been transferred to the HPIL. These lands are situated in Delhi, Pune, Chennai and Kolkata.

#### **GENERAL TERMS AND CONDITIONS**

1. The controlling stake in the law firm should be held by the Indian entity /person and the law firm shall submit the declaration in this regard as given in Undertaking. Please note that bids with conditionality will be summarily rejected.
2. All interested Law firms meeting eligibility criteria are required to submit the application along with supporting documents & financial bid in the manner detailed below.
3. In case where less than 3 Bidder(s) meet the Eligibility criteria given in this tender document, then HPIL at its discretion modify the Eligibility criteria by giving information on the website ([www.hpil.co.in](http://www.hpil.co.in))
4. Mere submission of Application and fulfilling of eligibility criteria with minimum marks does not entitle the Law Firm for engagement.
5. The actual cut off marks for engagement will be decided by HPIL in line with the scores of the eligible law firms.
6. The bids received shall be evaluated based on the evaluation criteria.
7. HPIL reserves the right to summarily reject the Applications for any of the reasons (i) not submitted in the prescribed format or (ii) do not meet any of the eligibility criteria or (iii) not accompanied with requisite documents/information or (iv) incomplete in any respect, without assigning any reasons thereof.
8. HPIL reserves the right to verify/cross check the information furnished/submitted by the Law Firm.
9. Engagement shall be initially for a period of two (2) years which may be renewed further for a period on mutual agreement at the sole discretion of HPIL.
10. HPIL reserves the right to review engagement of Law Firm and the present engagement of Law Firm can be cancelled at any point of time as per the direction of the Management of Company with a prior notice of 30 days.
11. The Law Firm shall furnish any information as required by HPIL regarding eligibility within 10 days of such demand including during the tenure of engagement.
12. Engagement of the Law Firm will be at the sole discretion of HPIL.
13. HPIL reserves the right to cancel/defer the entire process of engagement of Law Firm without any notice or assigning any reasons whatsoever.
14. The Bidder shall bear all costs associated with the preparation and submission of its response, and HPIL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the process.
15. A Power of Attorney (POA) as per prescribed Annexure, duly notarized, indicating that the person(s) signing the bid has/have the authority to sign and the bid is binding upon the Bidder during the period of engagement with HPIL including any extension thereafter or validity of any work awarded to the said Law Firm. POA is not required, if the Application and supporting documents are to be signed by Managing Partner of the Firm.
16. HPIL may, at its discretion, extend the date for the submission of application by suitable amendment published on the HPIL website ([www.hpil.co.in](http://www.hpil.co.in)) in which case all rights and obligations of HPIL and applicants whose applications have already been submitted before the extension of this date shall remain unaltered.
17. SEEKING CLARIFICATIONS: To assist in the examination, evaluation and comparison of applications, HPIL may, at its discretion ask the Law Firms for clarification on its application. The request for the clarification and the response shall be in writing.

## CHAPTER – II

### DETAILED SCOPE OF WORK

**A. Mutation of land parcel belonging to HPIL in the name of HPIL:**

By way of an approved scheme of demerger, the surplus land with the Tata Communications Limited (TCL) have been transferred to the HPIL. These lands are situated in Delhi, Pune, Chennai and Kolkata which are required to be mutated in the name of HPIL. The selected law firm will have to carry out mutation in favour of HPIL.

**B. Handing over and Taking over of legal cases pending before various courts throughout the Country:**

There are presently 32 cases which are pending pertaining to Surplus land belonging to HPIL throughout the Country in various courts at Delhi, Mumbai and Chennai. These cases would be required to be taken over by the selected Law Firm and they will be representing HPIL in these matters. These matters are generally pertaining to ownership claims over the lands belonging to HPIL made by various private individuals.

**C. Legal Opinion and representation of Company before Regulatory Authorities:**

The Company may from time to time seek legal opinion from the selected Law Firm opinions and advice pertaining to various laws such Corporate law including Companies Act, 2013, SEBI Regulations, RBI Act, FEMA, RERA, Property Taxes , GST, Income taxes. Also in case of such incidents the representation on behalf of Company before Regulatory Authorities.

## CHAPTER – III

### PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

The following are the Pre-Qualification/ Eligibility criteria. Any bid not fulfilling any of the pre-qualification/ eligibility criteria shall be summarily rejected. The said Criteria as detailed along with documents which need to be submitted in proof of compliance to each of the criterions are detailed below:

#### Essential Criteria for applying:

S. No.	Criteria	Document to be submitted
1.	The law firm should have been in existence for a period for last 5 years upto 31.03.2022.	Attach relevant supporting document including partnership deed or incorporation certificate if available.
2.	The law firm should have an office in New Delhi/ NCR region.  Additional marks would be given to law firm having offices in Mumbai/Pune, Chennai and Kolkata.	Declaration in this regard with full address of the office/all locations and details of Partners and Lawyers practicing therein.
3.	The law firm should have an average annual turn-over of Minimum Rs 1 crore for the last 4 years during the immediately preceding financial year upto 31.03.2022	Duly supported by CA certificate and audited annual accounts.
4.	A. The law firm should have a team of at least 5 lawyers	Attach relevant valid document including Appointment letters/ Engagement Letters/Deeds/ etc.
	B. Out of the aforementioned 5 lawyers, 3 lawyers should have 10 years or more of practicing experience at Bar.	Attach i. Certificate issued by Bar Council  ii. Orders/ Judgements evidencing his/her practice in past 10 years
5.	The law firms should have completed/handled at least 3 assignments/cases before Revenue Authorities including mutation of land.	Attach relevant valid document. (work order, Authority letter from client/ Any other documents issued from client)

6.	The law firms should have handled at least 10 land matters before the Supreme Court and High Courts in the past five years as on 31.10.2022.	Attach relevant valid document. (Order/final order/judgements evidencing handling the land matters.)
7.	The law firms should have been associated with atleast 2 Real Estate Companies	Attach relevant valid document. (Work order etc.)
8.	The law firm should have handled atleast 5 cases pertaining to Corporate law including Companies Act, 2013, SEBI Regulations, RBI Act, FEMA, Competition Act, matter pertaining to taxation, RERA etc.	Attach relevant valid document ( order/final order/judgements evidencing handling of such matters)
9.	The law firms should have been empanelled with at least 2 public sector undertaking or Central Government/State Government or an autonomous body under the Central Government.	Attach Engagement Letters.

<b>EVALUATION MATRIX FOR ENGAGEMENT OF LAW FIRMS:</b>				
<b>Sl. No</b>	<b>Criteria</b>	<b>Sub Criteria</b>	<b>Prescribed Marks</b>	<b>Maximum Marks</b>
1.	Existence of Law Firm	The law firm should have been in existence for a period for last 5 years upto 31.03.2022.	i. Firm having registration as on 31.03.2022 = 5 years : 5 Marks  ii. Firm having registration as on 31.03.2022 > 5years <=10 years : 7 Marks  iii Firm having registration as on 31.03.2022 > 10 years: 10 Marks	<b>10</b>
2.	Place of office	The Law Firm must have an office in New Delhi/ NCR region.	Minimum <b>5 Marks</b> would be allotted for having office at New Delhi/ NCR region.  Further following marks would be awarded if the Law Firm has its office at : i.. Mumbai – 4 Marks  ii. Chennai – 3 Marks  iii. Kolkata – 3Marks	<b>15</b>



3.	Average Annual Turnover for last four years	Minimum Rs. 1 Crore	i. Average Annual Turnover Rs 1.00 crore : 5 Marks ii. Average Annual Turnover > Rs 1.0 crore <= Rs 5.00 crore : 7 Marks iii. Average Annual Turnover > Rs 5.00 crore : 10 Marks	10								
4	Strength of law firm	A. The law firm should have a team of at least 5 lawyers	i. Team of 5 lawyers : 5 marks ii. Team of 5 – 10 lawyers : 7 Marks iii. Team of above 10 lawyers : 10 Marks	10								
		B. Out of the aforementioned 5 lawyers, 3 lawyers should have 10 years or more of practicing experience at Bar.	<table border="1"> <thead> <tr> <th>Lawyers with 10 years or more experience</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>5</td> </tr> <tr> <td>4-7</td> <td>7</td> </tr> <tr> <td>8 and Above</td> <td>8</td> </tr> </tbody> </table>	Lawyers with 10 years or more experience	Marks	3	5	4-7	7	8 and Above	8	8
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ii. Handled at least 10 land matters before the Supreme Court(SC)and High Courts (HC)in the past five years as on 31.10.2022.	<table border="1"> <thead> <tr> <th>No Of SC/HC Cases</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>5</td> </tr> <tr> <td>11-15</td> <td>10</td> </tr> <tr> <td>More than 15</td> <td>15</td> </tr> </tbody> </table>	No Of SC/HC Cases	Marks	10	5	11-15	10	More than 15	15	15		
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10	5											
11-15	10											
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The law firms should have been associated with atleast 2 Real Estate Companies	<table border="1"> <thead> <tr> <th>No of Real estate Company</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>5</td> </tr> <tr> <td>3-5</td> <td>7</td> </tr> <tr> <td>More than 5</td> <td>8</td> </tr> </tbody> </table>	No of Real estate Company	Marks	2	5	3-5	7	More than 5	8	8		
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5	5											
6-10	6											
More than 10	9											

6.	Empanelment of Law Firm in 2 public sector undertaking or an autonomous body under the Central Government.	The law Firm should have been empanelled in atleast 2 public sector undertaking or an autonomous body under the Central Government.			7
			No of Empanelment	Marks	
			2	5	
			3-5	6	
			More than 5	7	

**Note:**

- 1. Minimum qualifying marks is 50 out of 100.**

**CHAPTER – IV**

**INSTRUCTION TO BIDDERS**

<b>Clause</b>	<b>Heading</b>	<b>Description/ Details</b>
<b>1.</b>	Cost of Bidding	The bidder shall bear all costs associated with the preparation and submission of its bid, and HPIL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.
<b>2.</b>	The Bidding Documents	<p>a. The bidder is deemed to have examined all instructions, annexures, forms, terms and specifications in the bidding documents. Failure to furnish all and/or any information required and/or Ambiguous/ False/ Incorrect information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.</p> <p>b. Bidders are advised to submit bids strictly based on the terms &amp; conditions and specifications contained in the Tender Document and not to stipulate any deviations.</p> <p>c. Each bidder shall submit only one bid, failure to comply will result in summary rejection of all the bids of the bidder.</p>
<b>3.</b>	Amendment to The Bidding Documents	HPIL may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. The Bid submission date may be extended at the discretion of the HPIL. Amendments, if any, made in these regards etc. will be provided in the form of Addendum to the Bidding Documents and shall be uploaded on the web site of the HPIL. No separate communication would be sent to the bidder individually in this regard and publishing of the clarifications/ answers in the HPIL web site shall be deemed to have been communicated to the prospective bidders and shall be binding on them.
<b>4.</b>	Invitation to Bid	<p>Bid will be submitted in Two parts (<b>ENVELOPE I “TECHNICAL BID” &amp; ENVELOPE II FINANCIAL BID</b>) in hard copy as per their prescribed annexures:</p> <p><b>PART 1: - Envelope I</b>            Technical Bid comprising of the following: -</p> <ul style="list-style-type: none"> <li>• Application for Engagement on letter head of Firm</li> <li>• Profile Form of Law Firm</li> <li>• Bid Form</li> <li>• Declaration CUM Undertaking</li> <li>• Undertaking on No Conflict of Interest</li> <li>• Power of Attorney (if applicable)</li> </ul>

		<p>Undertaking to effect that in case of selection and appointment, Confidentiality Undertaking</p> <p><b>PART II: - Envelope II</b></p> <p><b>Financial Bid to be filed in the HPIL in the Financial Bid Format in separate envelope. (As per Annexure I of this document)</b></p> <p><i>Note: Bidder's offer is liable to be rejected if they do not submit any of the certificates / documents sought in the tender/bid document as per enclosed annexures, additional T&amp;C and Corrigendum if any.</i></p>
5.	Preparation of Bid	<p>The Tender to be submitted physically.</p> <p>a. All enclosures/supporting documents must be signed at every pages.</p> <p>b. All the enclosures / supporting documents must be clear and legible. Illegible / unclear / dim documents shall not be taken into consideration.</p>
6.	Bid Validity	<p>a. The bids will be valid for a period of 120 days from the last date of submission of bid.</p> <p>b. Notwithstanding clause (a) above, HPIL may solicit the bidder's consent to an extension of the period of bid validity. A bidder will neither be required nor permitted to modify its bid, while confirming extension of bid validity.</p> <p>c. A bidder may refuse the request, in which case, the bid shall be considered as withdrawn.</p> <p>d. However not withstanding any of the clauses and/ or conditions above, on expiry of the bid validity period, the bid shall be deemed to be valid till such time the bidder does not withdraw it's bid formally by a written communication to HPIL. The bid shall be deemed to be valid for a period of seven working days on receipt of such written communication of the bidder by HPIL.</p>
7.	Financial Bid	<p>The Financial bid has to be submitted physically in the prescribed format. (Annexure I)</p>

<p><b>8.</b></p>	<p>Instructions for Financial Bid</p>	<ul style="list-style-type: none"> <li>a. Blended hourly rates are to be quoted by the bidder. The rate excluding GST quoted will be considered for the purpose of evaluation as per evaluation methodology given in this tender document.</li> <li>b. Rates are to be quoted in Indian Rupees only. GST should be exclusive of the above cost and must be quoted separately.</li> <li>c. Quoted Rate in the financial bid should be inclusive of all other charges (except GST and out of pocket expenses) required for satisfactory completion of work as per scope of work and terms &amp; conditions etc.</li> <li>d. Out of pocket expenses (like photocopy, printing, speed post/courier, telefax, local travelling allowances etc.) shall be reimbursed by the Company against production of documentary evidence.</li> <li>e. The hourly rate shall be payable for lawyers forming part of the Team shared by the Law Firm. However, at any point of time, payment shall be limited to maximum of 2 lawyers unless specifically approved by the Company for engagement of more than 2 persons based on the assignment.</li> <li>f. There will be a cap of Eight (8) hours for per day hourly charges for the services rendered by the Law Firm. However, in case of emergent situations such as drafting, vetting or filing of some documents before deadlines given by any court or authority, the cap of Eight (8) hours per day may be removed with the prior intimation by the Law Firm to the Company.</li> <li>g. No separate outstation TA/DA/Air Travel expenses shall be admissible for entire scope of work except in specific circumstances where approval of Company shall be solicited.</li> <li>h. The company shall endeavour to make the payment within 45 working days after raising the invoice complete in all aspects with supporting documents and handing over to Officer-In-Charge designated for this purpose. No interest charges for delay in payment, if any, shall be borne by the Company.</li> <li>i. No separate payment shall be made for costs associated with supporting staff deployed by the Law Firm and these shall be deemed included in the payment to be made for blended hours quoted by the Law Firm.</li> <li>j. The above quoted rates are <u>valid for a period of 120 days</u> from the last date of bid submission.</li> <li>k. Normally applicable GST rate shall be same in case of all the bids. However, in case of difference, the same will be taken as may be ascertained by HPIL and will be acceptable to Bidder.</li> </ul>
<p><b>10.</b></p>	<p>Submission of Bids</p>	<ul style="list-style-type: none"> <li>a. The bids complete in all respects should be submitted physically to HPIL.</li> <li>b. HPIL reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all bids at its sole discretion without assigning any reason whatsoever. The bidder shall bear all costs associated with the preparation and submission of its bid, and HPIL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tender process.</li> </ul>

11.	Deadline for submission of Bids	Bids must be received by HPIL through physical mode as specified not later than the time and date specified. In the event of the specified date for the submission of bids being declared a holiday for HPIL, the bids will be received up to the appointed time on the next working day and/or the day & time as fixed by HPIL. The HPIL may at its discretion extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations of the HPIL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
12.	Late and delayed Bids	Any bid received by HPIL after the deadline for submission of bids prescribed by the HPIL will be rejected and/or may be returned unopened to the bidder, if so asked for by the bidder and/or at the discretion of HPIL. The decision of the HPIL whether to accept or not accept any bid without assigning reason shall be final and no disputes and/or complaints/ arbitrations/ legal representations etc. in this regard shall be entertained with regard to exercise of such discretion of HPIL.
13.	Tender Clarifications prior to bid submission	<p>a. All queries received on or before 4th day from date of issue of the tender at the <b>email ids: info@hpil.co.in</b> will only be deliberated upon for any Clarifications / Corrigendum / Addendums etc.</p> <p>b. Any Clarifications / Corrigendum / Addendums etc. will be posted on HPIL website viz. www.hpil.co.in and no individual communication will be sent. Posting on the website would be deemed as if HPIL having communicated to all prospective bidders.</p> <p>c. The Clarifications / Corrigendum/ Addendums etc. thus communicated will form an integral part of the TENDER and succeed the relevant clauses for future reference.</p> <p>d. Any irrelevant / ambiguous/ mischievous/ hampering public procurement etc. clarification as determined by HPIL at its sole discretion will not be entertained and may not be clarified and/or deliberated upon.</p>
14.	Bid Opening	The Bid opening place is mentioned in Tender Information.
15.	Evaluation of Bids	HPIL will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations. HPIL reserves the right that If a bid is not substantially responsive, it may be rejected by the HPIL without seeking any clarifications.

16.	Clarification of Bids	<p>a. During evaluation of the bids, the HPIL may at its discretion, ask the Bidder for clarification of its bid. The bidder has to submit the clarification as desired by HPIL within the specified time period. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.</p> <p>b. No Bidder shall contact the HPIL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the HPIL, it should be done in writing.</p> <p>c. Any effort by a Bidder to influence the HPIL in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and HPIL will declare the firm ineligible, for a stated period of time from participation in future RFPs/tenders of HPIL.</p> <p>d. Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.</p>
17.	Evaluation Procedure for Engagement & Award of Work	<p>1. For engagement, the evaluation shall be done as under:</p> <p>The Bidders securing minimum qualifying marks 50 out of 100 as per the evaluation matrix mentioned in Chapter III will be shortlisted for opening the financial bids. Engagement of Law firms will be restricted to 1 (One) Law Firm.</p> <p>2. The weightage of the financial and technical components shall be in the ratio of 30:70 respectively. The combined score of technical and financial bids based on the Quality and Cost Based Selection (QCBS) will determine the H1, H2, H3 and so on.</p> <p>3. The bidder scoring the highest points/marks (H1) based on the above principles would be selected for the transaction. In the case of a tie in marks, the bidder who has a higher technical score will be selected.</p>
18.	Annulment of bidding process and re-tendering	<p>HPIL reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same have been received, without assigning any reason and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the ground of HPIL's action.</p> <p>In case circumstances warrant annulment of bidding process, before the deadline for bid submission, a "general notification" to this effect shall be issued and posted on websites of HPIL and bidders, who have been issued the bidding documents, shall be deemed to be informed and bids, if any, received by that time shall be returned.</p> <p>In case circumstances warrant annulment of bidding process, after deadline for submission of bids but before opening of the bids, the bidders who have been issued the bidding documents shall be intimated accordingly, the recourse</p>

		under the provision to reject all the bids and to go for re-tendering will be justified only as the last resort, recording adequate justification for such action.
<b>19.</b>	Corrupt or Fraudulent Practices	The Bidder shall observe the highest standard of ethics during the procurement and execution of the contract. HPIL will reject a proposal for award if it determines that the Bidder, recommended for award, is engaged in corrupt or fraudulent practices in competing for the contract in question. HPIL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
<b>20.</b>	Defect Liability	The bidder warrants that the delivered Services provided as per scope of work, shall be free from defects in the design, engineering, and workmanship that prevent the Procedure/System and/or any of its components from fulfilling the Technical Requirements or that limit in a tangible/ intangible manner/ fashion the performance, reliability, or extensibility of the System and/or Subsystems. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
<b>21.</b>	Non-Disclosure	The selected bidder shall not, without HPIL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of HPIL or get access to in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
<b>22.</b>	Jurisdiction	The court of Delhi will have exclusive jurisdiction to entertain the disputes between parties.
<b>23.</b>	Miscellaneous	<ul style="list-style-type: none"> <li>a) HPIL is a Government organization, and its aims, structure and way of working may differ from that of commercial enterprises.</li> <li>b) Alterations, if any in the bid document should be attested properly by the bidder, failing which the bid is liable to be rejected.</li> <li>c) The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and HPIL, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.</li> <li>d) HPIL reserves the right to inspect the performance of the bidder prior to commencement or in between the work progress. The inspection</li> </ul>



		<p>may cover all areas related to the assigned work, especially methodology, manpower, infrastructure etc. HPIL reserves the right to cancel the purchase order assigned to the bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is cancelled then the bidder shall be entitled to receive payments for service rendered by it under the agreement and accepted by HPIL. Under no circumstances the bidder shall be eligible for any payment or damages from HPIL.</p> <p>e) In the event the Bidder's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with HPIL, should be passed on for compliance by the new company / new Division in the negotiation upon their transfer with prior approval of HPIL.</p> <p>f) The selected bidder automatically agrees with HPIL for honouring all aspects of fair trade practices in executing the purchase orders placed by HPIL.</p> <p>g) The bidder having submitted bid offer for this tender is deemed to agree, acknowledge and accept that any printed terms and conditions of the bidder including any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the tender the same should not be claimed by the bidder while award and/or subsequent execution of work. The decision of HPIL on such issues shall be binding on the bidder and the same cannot be arbitrated upon by the bidder in any court of India.</p>
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**CHAPTER – V**  
**(ANNEXURES)**

**ANNEXURE-A****APPLICATION FOR ENGAGEMENT OF LAW FIRM AS LEGAL COUNSEL-****(All details in form below must be supported by the supporting documents as mentioned in pre-qualification/eligibility criteria)**

S No.	Particulars	Response of the Law Firm <i>(documentary proof to be attached).</i>		
1.	Name of the Law Firm			
2.	Year of establishment / Formation of the Law Firm  (Attach supporting documents )			
3.	GST Number (Attach supporting documents )			
4.	PAN Number (Attach supporting documents )			
5.	MSME certificate (if any) (Attach supporting documents )			
6.	Name(s) & Contact Details (E-Mail, Ph. Nos.etc.) of Managing Partners			
7.	Name & contact details of the authorized person for single point interaction with HPIL			
8.	Delhi (NCR) Office Address & contact details			
9.	Office Address in other states & contact details			
10.	Average Annual Turnover for last four financial years. Duly supported by Auditor/CA certificate and Audited Annual Accounts.  <b>(Format as per Annexure H)</b>	FY	2021-2022	INR -
		FY	2020-2021	INR -
		FY	2019-2020	INR -
		FY	2018-2019	INR -
11.	Total No. years of Experience of the Law Firm (Attach supporting documents )			
12.	Strength of Law Firm i. No of Lawyers in law firm  ii No. of Lawyers having experience of 10 years and above  (Attach supporting documents )			
13.	No of assignments/cases before Revenue Authorities including mutation of land and details of each cases/assignment.  (Attach supporting documents )			
14.	No of cases pertaining to land matters before the Supreme Court(SC)and High Courts (HC)in the past five years as on 31.10.2022 and details of each cases.  (Attach supporting documents )			

15.	No. of Real Estate Companies with whom the law firm is/have been associated along with their details.  (Attach supporting documents )	
16.	No. of cases pertaining to Corporate law including Cases pertaining to Corporate law including Companies Act, 2013, SEBI Regulations, RBI Act, FEMA, matter pertaining to taxation etc. along with details  (Attach supporting documents )	
17.	No. of empanelment with Public Sector Undertaking or an autonomous body under the Central Government along with details  (Attach supporting documents ).	

***Declaration:***

I hereby declare that I have verified the details indicated above and also confirm that all the information submitted is true to the best of my knowledge.

(Signature \_\_\_\_\_)

Name: \_\_\_\_\_  
(Managing Partner)  
(With seal)

**Note:** The above should be supported with documentary proof.

**Annexure B**

**PROFILE FORM OF THE LAW FIRM**

<b>1.</b>	Name of the Law Firm	
<b>2.</b>	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)	<b>Date of Incorporation/ Registration:</b>
<b>3.</b>	GST Number:	
<b>4.</b>	MSME Registration (if Any)	
<b>5.</b>	Registered/ Corporate office Address of Bidder	
<b>6.</b>	Address & Contact Details (E-Mail, Ph. Nos. etc.)	
<b>7.</b>	Office Address if any & Contact Details:	
<b>8.</b>	Names and Designations of the persons authorized for single point interaction with HPIL	
<b>9.</b>	Mobile Numbers of Contact persons:	

**BID FORM**

(To be submitted on the firm's letter head and signed by an authorized person - Documentary proof authorizing the person by the bidder to be attached)

To,  
The Director,  
Hemisphere Properties India Limited  
Room No. 144, C-Wing,  
Nirman Bhawan  
Maulana Azad Road, New Delhi – 110001

Ref: Bid document No.

Dated:

Sir/ Ma'am

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, I/Me/We, the undersigned is deemed to have accepted without any violations and/or deviations etc. pertaining to the tender scope, validity of quoted rates in line & pursuance to the schedule of requirements & all terms & conditions of the tender and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the tender documents.

We agree to abide by this bid for a period of 120 Days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

Herein, we declare:

1. That we have a team of technically qualified officials and have state-of-the-art infrastructure, and that our premises are equipped with all the facilities specified in the document.
2. We hereby offer to supply the Goods and Services at the prices and rates mentioned by us in the Financial Bid format/Schedule.
3. We have satisfied itself as to the correctness and sufficiency of the Contract Price cover all its obligations under the Contract.
4. We enclose herewith the complete **Technical bid under Envelope I and Financial Bid under Envelope II** as required by you.
5. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.
6. Certified that the bidder is a company and the person signing the document is the constituted attorney.
7. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.
8. An undertaking in Rs.100/- stamp paper on compliance of tender specification and terms and conditions is attached.

Dated this day of 20\_\_

Details of enclosures- Appendix of Undertaking to be provided on stamp paper

Signature of Authorised Signatory of  
Bidder  
Official  
Address: \_\_\_\_\_  
Telephone No.  
Telegraphic Address:  
Fax No.  
E-mail  
Contact Person Name:  
Contact Person Mobile No:  
Contact Person email:

**DECLARATION CUM UNDERTAKING**

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.100/-DULY NOTARIZED)

I, \_\_\_\_\_ the Managing Partner / Authorized signatory of \_\_\_\_\_ (mention name of the Law Firm and its address) do here by solemnly affirm and declare as under: -

1. That our Firm / Company i.e. (\_\_\_\_\_ mention name of the Law Firm) has applied in response to the tender floated by HPIL for Engagement of Law Firm as Legal Counsel for HPIL.
2. We hereby declare that the controlling stake in the law firm should be held by the Indian entity / person and name of same is \_\_\_\_\_
2. We have understood the instructions, Eligibility Criteria and the terms and conditions mentioned in the tender and have thoroughly examined the detailed scope of work laid down by you. We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the tender document.
3. That all the information, documents and declarations submitted in/with our application are true & correct to the best of our knowledge and understanding.
4. We understand that any misrepresentation/ statement in the Application (even if found later) may lead to disqualification or removal from the Panel of Law Firms. Further, we agree to indemnify HPIL against any loss due to this and HPIL may take any action as deemed fit.
5. We declare that the controlling stake in the law firm is held by the Indian entity.

DEPONENT

VERIFICATION

I/we \_\_\_\_\_ the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to \_\_\_\_ are true and correct to the best of \*my/ our knowledge and belief and nothing is concealed there from.

Verified at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

(\* Strike off whichever is not applicable)

DEPONENT



**UNDERTAKING FOR NO CONFLICT OF INTEREST**

**(To be submitted on the letterhead of the Bidder)**

To,  
The Director,  
Hemisphere Properties India Limited  
Room No. 144, C-Wing,  
Nirman Bhawan  
Maulana Azad Road, New Delhi – 110001

Dear Sir/Madam,

1. We hereby certify that we have not been suspended or banned or de-listed or black-listed by any Government or Quasi-Government agencies or PSU's including HPIL.
2. The bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3. If the bidder is found to be involved in a conflict of interest situation with regard to the present assignment, the HPIL may choose to terminate this contract. In case of any change in the status of the above, any time hereinafter, we will immediately inform HPIL of the same.

Signature of the Bidder with seal:

Dated this \_\_ day of \_\_\_ of 2022

Name of the bidder: -

Designation: -

**CONFIDENTIALITY UNDERTAKING**

It is certified that any and all information provided to..... [Name of the bidders] by Hemisphere Properties India Limited or affiliates shall be deemed to be Confidential Information (whether marked "confidential" or not) and .....[Name of the bidders] shall safeguard the said information with a great degree of care to ensure its confidentiality. ....[Name of the bidders] will use such information solely for the purpose for which it was disclosed and will not disclose, distribute, or disseminate the information to any third party (except its own employees on a need to know basis and after ensuring that they are made aware of and undertake to treat all such information as confidential). The period for which such information shall be treated as confidential is 10 (ten) years from the date of its disclosure, irrespective of the period of the agreement or its earlier termination... ..... [Name of the bidders] agrees that damages is not an adequate remedy to Hemisphere Properties India Limited in case of any unauthorized disclosure and Hemisphere Properties India Limited shall have full rights to obtain any mandatory or injunctive relief from a Court to enforce this provision of confidentiality in case.....[Name of the bidders] is declared a successful bidder and is engaged by Hemisphere Properties India Limited for this engagement.

It is further certified that the legal documents and other relevant documents, which are to be submitted by..... [Name of the bidder] to the Hemisphere Properties India Limited will not be disclosed to any other agency / person without prior permission of the Hemisphere Properties India Limited and will be treated as strictly confidential.

Seal with  
Signature of  
the authorized  
signatory of  
the bidder

**POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

(TO BE SUBMITTED IF THE APPLICATION IS NOT SUBMITTED BY MANAGING PARTNER ON NON-JUDICIAL STAMP PAPER OF RS.100/-DULY NOTARIZED)

Know all men by these presents, We, [name of entity and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr. / Ms.[name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for Engagement of Law Firm as Legal Counsel - HPIL (the “Client”), including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Application.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of entity], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in „yyyy“ format].

For [name and registered address of entity]  
[Signature]  
[Name]  
[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Accepted  
[Signature]  
[Name]  
[Designation]

**FINANCIAL INFORMATION OF THE APPLICANT**

(On Auditor/Chartered Accountant letterhead)

We the Statutory Auditor/Chartered Accountant of M/s \_\_\_\_\_ (name of Law Firm), having verified the books of accounts, do hereby certify the following information:

<b>Financial Year</b>	<b>Annual Turnover (INR crore)</b>
2021-22	
2020-21	
2019-20	
2018-19	

We further certify that the average annual turnover of the Applicant \_\_\_\_\_ (Name of the Law Firm) for the last four financial years is INR \_\_\_\_ crore.

This certificate is issued based on verification of the Audited Financial Statement/ Annual Accounts for the above period submitted by the Law Firm.

Name & Signature of Chartered Accountant:

Membership Number:

Place:

Date:

**CHAPTER- VI: ANNEXURE FOR FINANCIAL BIDS**  
**(ENVELOPE II)**

**FINANCIAL BID**

**NAME OF THE LAW FIRM:** \_\_\_\_\_

Rates per hour for work mentioned under Scope of work	
Note :- ‘Out of pocket expenses’ during execution of work shall be paid as per actuals by the HPIL subject to submission of proof of payments	

**Note:**

- a. Blended hourly rates are to be quoted above. The rate excluding GST quoted will be considered for the purpose of evaluation as per evaluation methodology given in this tender document.
- b. Rates are to be quoted in Indian Rupees only. GST should be exclusive of the above cost and must be quoted separately.
- c. Quoted Rate in the financial bid should be inclusive of all other charges (except GST and out of pocket expenses) required for satisfactory completion of work as per scope of work and terms & conditions etc.
- d. Out of pocket expenses (like photocopy, printing, speed post/courier, telefax, local travelling allowances etc.) shall be reimbursed by the Company against production of documentary evidence.
- e. The hourly rate shall be payable for lawyers forming part of the Team shared by the Law Firm. However, at any point of time, payment shall be limited to maximum of 2 lawyers unless specifically approved by the Company for engagement of more than 2 persons based on the assignment.
- f. There will be a cap of Eight (8) hours for per day hourly charges for the services rendered by the Law Firm. However, in case of emergent situations such as drafting, vetting or filing of some documents before deadlines given by any court or authority, the cap of Eight (8) hours per day may be removed with the prior intimation by the Law Firm to the Company.
- g. No separate outstation TA/DA/Air Travel expenses shall be admissible for entire scope of work except in specific circumstances where approval of Company shall be solicited.
- h. The company shall endeavour to make the payment within 45 working days after raising the invoice complete in all aspects with supporting documents and handing over to Officer-In-Charge designated for this purpose. No interest charges for delay in payment, if any, shall be borne by the Company.
- i. No separate payment shall be made for costs associated with supporting staff deployed by the Law Firm and these shall be deemed included in the payment to be made for blended hours quoted by the Law Firm.
- j. The above quoted rates are valid for a period of 120 days from the last date of bid submission.
- k. Normally applicable GST rate shall be same in case of all the bids. However, in case of difference, the same will be taken as may be ascertained by HPIL and will be acceptable to Bidder.

**(Signature of the Authorised Person)**  
Office Seal

End of the Document

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