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लिमिटेड
(भारत सरकार का उपक्रम)



MSTC
LIMITED
(A Govt. of India Enterprise)

(A Govt. of India Undertaking)
NOTICE INVITING e-TENDER (NIT)

SCHEDULE OF TENDER (SOT)

E-TENDER NO.	MSTC/19-20/ET/65
SUBJECT	Engagement of Legal Advisor for Strategic Disinvestment in Ferro Scrap Nigam Limited (FSNL), a subsidiary of MSTC Limited
MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/mstc
Date of NIT available to vendors to download	24.10.2019 Time : 16:00 HRS
Non-Refundable Fee	The bidder shall have to deposit Rs.50000.00 /- (Rupees Fifty Thousand only) by NEFT/RTGS in favour of MSTC LIMITED as non-refundable fee
Date of Start of e-Tender for submission of on line Technical Bid and Price Bid at www.mstcecommerce.com/eprochome/mstc	05.11.2019 Time: 11:30 HRS
Date of closing of online e-tender for submission of Technical Bid & Price Bid.	03.12.2019 Time: 11:30 HRS
Last date of Submission of physical Documents (excluding Price Bid) at MSTC Limited, 225-C, AJC Bose Road, Kolkata-700020.	03.12.2019 Time: 16:00 HRS
Date & time of opening of Part-I (Technical Bid): Part-II: Price Bid:	Date of opening of price bid shall be intimated separately through e-mail to bidders who have qualified in the Technical Bid.



IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

This is an e-procurement event of MSTC LTD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ONLINE AT www.mstcecommerce.com/eprochome/mstc</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → Psu/Govt depts → Click On MSTC → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact MSTC, (before the scheduled time of the e- tender).</p> <p><u>Contact person (MSTC):</u></p> <p>a. For Technical Support: Helpdesk No. 033-2290 1004 b. For information related to Tender:</p> <p>Smt R Winifred, Deputy General Manager (CP) MSTC Limited 225C, A. J. C. Bose Road, 5th Floor, Kolkata: 700 020, Mob: 7044002279 e-mail : rwinfred@mstcindia.co.in</p> <p>Shri. Malay Mandal Additional General Manager (CP) MSTC Limited 225C, A. J. C. Bose Road, 5th Floor, Kolkata: 700 020, Fax: 033 -2290 0964 Mob : 7004268791, e-mail: malay@mstcindia.co.in</p> <p>B) System Requirement:</p> <p>i) Windows 7 Operating System or above. ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE 8 latest update and above software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <p>.....</p> <ul style="list-style-type: none">• Tools => Internet Options => Security => Disable protected Mode if enabled- i.e. Remove the tick from the tick box mentioning "Enable Protected Mode".• Other Settings:
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	<p>Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level (Please run IE settings from the page www.mstcecommerce.com once)</p> <p>For detailed settings bidders are advised to refer to the "Vendor Guide" and a video guide available under "View Video" link at www.mstcecommerce.com/eprochome</p> <p>.....</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by MSTC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by MSTC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
5.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.</p>
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	<p>Bidding in e-tender:</p> <p>a. Bidder(s) need to submit necessary EMD, Tender fees (If ANY) to be eligible to bid online in the e-tender. Tender fee is non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by MSTC.</p> <p>b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→MSTC Vendor Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>d. The bidder should allow to run an application namely encryption applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to</p>



	<p>register their bid</p> <p>a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>c. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>d. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.</p> <p>e. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>f. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>g. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>h. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
9.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10.	No deviation to the technical and commercial terms & conditions are allowed.
11.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
12.	MSTC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15.	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.



SECTION 1: NOTICE INVITING REQUESTS FOR PROPOSAL

SUB: ENGAGEMENT OF LEGAL ADVISOR FOR STRATEGIC DISINVESTMENT IN FERRO

SCRAP NIGAM LIMITED (FSNL), A SUBSIDIARY OF MSTC LIMITED

1. Govt. of India has 'in-principle' decided to disinvest MSTC'S 100% of equity shareholding of FSNL (A 100% subsidiary of MSTC Ltd) through strategic sale. MSTC Ltd. Requires the services of reputed Law Firm with experience and expertise in Mergers and acquisitions/Takeovers/Strategic disinvestment to act as Legal Advisor and assist government in the disinvestment process.

The eligible domestic Law Firm, as per eligibility conditions prescribed in 'Eligibility Criteria' may submit proposals as per the guidelines mentioned hereunder for selection of the Law Firm as Legal Adviser.

2. Proposals shall be submitted in two parts:

Part I : Technical Bid and
Part II : Price Bid

3. A Legal Adviser shall be selected by the process as described in this RFP.

4. The Request for Proposal (RFP) includes the following documents:

Section 1 - Notice Inviting proposal
Section 2 - Terms of Reference
Section 3 - Basic Eligibility Criteria
Section 4 - Information to Bidders
Section 5 - Standard Forms

The RFP can be downloaded from our website at www.mstcecommerce.com/eprochome/mstc or from Central Public Procurement Portal i.e CPP-Portal at <http://eprocure.gov.in/cppp/>. www.dipam.gov.in

The Bidders shall furnish, as part of his bid, an amount of **Rs.50,000.00** (Indian Rupees Fifty thousand only) as non-refundable fee. The bidder shall have to deposit the amount **by NEFT/RTGS in favour of MSTC Limited, Kolkata**. The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below

Bank Details : Axis Bank ,Shakespeare Sarani Branch
Account Details : Axis Bank A/c.No.005010200057840
IFSC Code No. : UTIB0000005.

The UTR details of remittance of EMD will have to be entered in the designated space in the online format.

MSTC reserves the right to reject or accept or withdraw the RFP in full or part as the case without assigning reason thereof.

SECTION 2: TERMS OF REFERENCE (TOR)

1. Introduction:

Background & Activity of the company

FSNL, a Public Sector Enterprise is under the Ministry of Steel and it was incorporated on 28/03/1979.



- 1957- Scrap Recovery activities was started at TISCO by M/s Heckett Engineering Company, USA, in India
- 1979- FSNL incorporated with shareholding of MSTC 60% and Heckett Engineering, USA 40% shareholders)
- 2001- Awarded Mini Ratna Category II
- 2002- FSNL became wholly owned subsidiary of MSTC Ltd.
- 2011- FSNL implemented Integrated Management System – ISO 9001:2008, 14001:2004 & OHSAS 18001:2007

2. The activities of the company.

- ❖ FSNL is carrying out the job of recovery and processing of ferrous scrap from slag and processing of slag in steel plants and also providing custodian services for warehousing.
- ❖ Scrap is recovered and returned to steel plants for recycling and the Company is paid service charge as remuneration.
- ❖ FSNL is the “Largest Recyclers” of Scrap & Slag in the country in the area of Blast Furnace & Steel Mill Services.
- ❖ FSNL is a consistently profit making and dividend paying Company since inception.

3. The location of the Headquarters and various units of the Company.

a) Registered and Corporate Office

FSNL Bhawan, Central Avenue, Equipment Chowk, Bhilai, Chattisgarh, Pin-490001

b) Units:

SAIL-RSP-Rourkela, SAIL-ISP-Burnpur, SAIL-BSP-Bhilai, SAIL-BSL-Bokaro, SAIL-DSP-Durgapur, SAIL-VISL-Bhadravati, SAIL-Salem-Taminadu, RINL-Visakhapatnam, NINL-Duburi, BHEL-Haridwar, RWF-Bengaluru, Air-India-Mumbai and Custodian Services for Warehousing at different states.

4. Shareholding Structure

M/s MSTC Limited is holding 100% share of M/s FSNL.

At present the share capital of M/s FSNL is

Authorised - Rs. 50.00cr

Fully paidup - Rs.32.00 cr

5. No of Employees as on 30.09.2019 was 724.
6. The Company is not listed and is a wholly owned subsidiary of M/s MSTC.
7. For further information, please visit company's website : www.fsnl.nic.in

SCOPE OF WORK OF THE LEGAL ADVISOR

- (i) Reviewing and advising on all legal contracts, titles of property assets/real estate, intellectual property rights and contracts with employees etc.
- (ii) Review of the Information Memorandum specifically with respect to disclosures relating to titles, land and property, intellectual property rights, litigations and any other disclosures in the Information Memorandum which may need to be vetted legally.
- (iii) Review of RFP document.
- (iv) Drafting of transaction related documents including:
 - Confidentiality Agreement/share purchase agreement/shareholders agreement/ Non-compete Agreement, etc.



- Any other ancillary agreement as may be required to assist in the closure of the transaction.
- (v) Advice and assistance in arrangements for the due diligence exercise and data room preparation.
- (vi) Advice on the structure of the transaction including, as may be required for compliance with SEBI guidelines, Stock Exchange Listing guidelines, Companies Act, Income Tax Act and any other relevant laws.
- (vii) Review of necessary corporate resolutions including, if required, for formation of subsidiary/transfer of business to subsidiary or a shell company etc.
- (viii) Assistance as may be required, in negotiations with the potential Strategic Partner(s)/investor(s).
- (ix) Assistance in drafting and implementation of an ESOP or any other scheme for employees that is compliant with the laws.
- (x) Facilitating closure of the transaction.
- (xi) Assist in any issues that may arise in connection with the transaction.
- (xii) Law Firm would have to work in close coordination with the Transaction Advisor and other intermediaries appointed for the transaction by MSTC Ltd.

SPECIAL NOTE : Bidders may please note that the entire work including completion of the disinvestment process is to be completed within 1 year.

The ToR mentioned above are indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid Scope of Work, which upon being brought to the notice of the Advisor by MSTC Ltd. will also form an integral and mandatory part of the ToR.

The scope of work along with timelines for completion are as under :

SL NO	Milestones	Timeline
1	Review of all contracts	T+60 days
2	Review of drafts of CIM & RMP	T+120 days
3	Drafting of Transaction documents	T+150 days
4	Advise and assistance of due diligence and VDR	T+180 days
5	Assistance of completion of evaluation of EOI	T+240 days
6	Assistance in due diligence by investor	T+300 days
7	Assistance in evaluation of bids and negotiation	T+330 days
8	Closure of transaction	T+360 days

Note: T = date of award

SECTION 3: ELIGIBILITY CRITERIA

1. The Domestic Law Firms should be a reputed professional firm having experience of [at least 5 years for providing similar advisory services for disinvestment, strategic sale, M&A activities etc..]
2. Bidders should have advised, handled and successfully completed at least one transaction of merger/acquisition/takeover/strategic disinvestment of **similar nature** of operations of the company under disinvestment of the size of Rs 50 crore or more, after the period from 01.10.2016 to 30.09.2019..



SECTION 4: INFORMATION TO BIDDERS

1. Structure of the Bid

- I. It is intended to select a Consultant / Bidder to perform the assignment as stated in Terms of Reference, through open tendering process. All interested Bidders must submit their offers as prescribed in the RFP.
- II. The RFP shall be submitted online at www.mstcecommerce.com , as detailed in the tender document in two parts:

**Part I: Technical Bid and
Part II: Price Bid,**

2. Clarification of RFP Document

A prospective Bidder requiring any clarification of the RFP may notify MSTC in through e-mail. MSTC will respond to any request for clarification received earlier than 07 days prior to the last date of submission of Bid.

3. Pre bid Meeting

- I. Bidders may like to seek any clarification in writing on the document. All queries must be addressed to the following address:

Smt R Winifred,
Deputy General Manager (CP)
MSTC Limited
225C, A. J. C. Bose Road, 5th Floor, Kolkata: 700 020,
Mob: 7044002279
e-mail : rwinfred@mstcindia.co.in

Shri. Malay Mandal
Additional General Manager (CP)
MSTC Limited
225C, A. J. C. Bose Road, 5th Floor, Kolkata: 700 020, Fax: 033 -2290 0964
e-mail : malay@mstcindia.co.in

- II. The pre-bid meeting shall be held on **01.11.2019 at 10.30 AM** at MSTC Ltd,225C, A. J. C. Bose Road, 3rd Floor, Kolkata: 700 020,to clarify the issues and to answer questions on any matter that may be raised at that stage. The attendance in pre bid conference is not mandatory, Objective of the pre bid conference is to provide clarifications on the clauses on the RFP. The Pre bid clarifications etc; will be hosted in www.mstcindia.co.in and bidders are advised to check the same for the details.

4. Clarification and amendment to RFP documents

- I. The prospective Bidder may request clarification of any of the RFP document in the Pre-bid meeting as mentioned above.
- II. At any time before the submission of Proposals, MSTC may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda/corrigendum shall be hosted at MSTC websites (www.mstcecommerce.com/eprochome/mstc and www.mstcindia.co.in only) and will



be binding on the bidders. MSTC may at its discretion may extend the deadline for the submission of proposals.

5. Preparation of proposal

- I. The Language of the Bid shall be English. All documents upload should also be in English Language. In case the original document is in a different language, self attested English Translation must be furnished.
- II. Please note that all costs for submission of the proposal have to be borne by the bidders.
- III. MSTC reserves the right to accept any of the Proposals submitted and may reject any or all the proposals submitted.

6. Proposal Format & Technical Evaluation Criteria

Interested Law Firms may submit their Proposal in the following format in MSTC e-procurement portal using the attached Standard Forms and uploading the required documents as detailed below in the links provided in the online format:-

I. Experience and capability in handling Mergers & Acquisitions/takeovers/ strategic disinvestment: (Weightage for evaluation 25/100)

- (i) Profile of the organization
- (ii) Capability, capacity and previous experience of the Firm and expertise in handling such assignment including open offers required to be made in case of listed companies posting closure of the transaction
- (iii) Demonstrate ability to work with Government and in coordination with Transaction Advisors and other intermediaries as a part of the team.

II. Infrastructure & Manpower: (Weightage for evaluation 25/100)

- (i) Details of infrastructural facilities like office, manpower etc. in India and abroad.
- (ii) Detailed profile of the core and support teams (with CVs of each team member detailing qualification and relevant experience) that will be deployed on each assignment in the event of selection.

III. Understanding of the Regulatory framework: (Weightage for evaluation 15/100)

- (i) Demonstrate understanding of the legal, policy & regulatory issues in Mergers & Acquisitions/takeovers/strategic disinvestment , i.e. SEBI, Companies Act, FDI etc.
- (ii) Indicate the expertise in handling the regulatory requirements and securing the required approvals from the concerned authorities.

IV. Indicative Timeline: (Weightage for evaluation 10/100)

- a) (i) Demonstrate ability to deliver in accordance with the timetable requirement and the ability to commit key personnel for the entire duration of the transaction. Suggest a timeline



for the proposed transaction. Bidder to indicate the total number of months required to complete the work, in the online technical bid in the space provided for it.

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V. Strategy for the Strategic Disinvestment: (Weightage for evaluation 25/100)
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- (i) Indicate intended approach to the proposed transactions including the sequencing of the activities involved in the transaction.
- (ii) Demonstrate capability of preparing quality document to be filed with Stock Exchanges and other regulatory authorities or the agreements that are required to be entered into in the course of the transaction.

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Threshold for short listing the Bidders for technical evaluation will be pre-determined and the technically qualified shortlisted Bidders shall be considered for evaluation of financial bids.
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7. Technical proposal

I. In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal. Only bidders who satisfy all the conditions of the eligibility criteria completely will be considered for further technical evaluation.

8. Financial proposal

I. In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP specified herein. The Financial Proposal should be submitted only on the e-tendering platform.

II. Bidders shall quote their rate on a “per month” basis as per the online format for their services in **Indian Rupees (INR)**.

III. Evaluation of the Financial Proposal will be made on the Total price payable.

IV. The Financial Proposal must remain valid for a duration of 90 (Ninety) days from the date of submission of the bid. MSTC will make its best effort to take a decision within this period. If MSTC wishes to extend the validity period of the proposals, the bidders may accordingly extend the validity of their bids. The bidders who do not agree have the right not to extend the validity of their proposals.

VI. The quoted price should remain firm till the completion of the contract.

VII. The price bid will have to be filled up by the bidders online only and no offline price bids will be accepted.

9. Submission, Receipt and Opening of proposals

I. Tenders shall be submitted on the MSTC e-tendering platform only. No tender in any other form will be considered. The Power of Attorney or Authorization or any other document constituting adequate proof of the ability of the signatory to bind the Bidder, scan copy shall be uploaded with the bid.

II. For each Proposal, the Bidder should upload clear and legible copies of the documents.

II. After evaluation of the technical Proposal of RFP is completed, MSTC shall notify the bidders, who have technically qualified for opening of their Financial Proposals.



- III. The Physical copy for the documents is to be submitted to MSTC within the date and time mentioned in this Tender notice.

10. Evaluation of Proposals and Award of Contract

- I. The evaluation of the bids shall be done as detailed under clause 11.
- II. The successful bidder is expected to commence the Assignment on the date specified in the Agreement (Letter of engagement).

11. BID EVALUATION

- I. The short listed bidders would be required to demonstrate their credentials before MSTC through a presentation, covering the areas / criteria listed above, and to bring along 15 copies of the presentation, at the time of presentation. **The date, time and venue for the presentation will be intimated in due course.**
- II. The MSTC would evaluate the Bidders on the criteria mentioned in paragraph 6 above based on their presentation and Proposals received and shortlist them for the purpose of opening of their Financial Bids. Only the parties scoring pre-determined marks/score out of 100, which will be announced before presentation, will be technically short-listed.
- III. After the short-listing of Bidders based on their presentations, the MSTC would open the Financial Bids of only the short-listed Bidders. The marks scored by the short-listed bidders will be announced before opening of the financial bids. The date and time of opening of the financial bids would be announced at the time of the presentations.
- IV. The marks scored by the short-listed bidders in the technical evaluation will then be given a weightage of 70. Similarly, the financial bids of the short listed bidders will be given a weightage of 30. The combined score of technical and financial bids will determine the H1, H2, H3 and so on.
- V. The party scoring the highest points/marks (H1) based on the above principles would be appointed for the transaction.
- VI. Consortium bids will not be allowed.
- VII. Sub contracting of the assignment will not be allowed. The appointed Advisor shall be solely responsible for all the required final deliverables.

12. DISCLAIMER:

- I. MSTC Ltd. reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.
- II. The department will not be responsible for any delay on account of late submission of Bid due to online submission. Late receipt of Bid will not be considered.

13. REQUIREMENT FOR FINANCIAL BIDS:

- I. The Bidder is required to quote their fees on a monthly payout basis for the aforesaid scope of work in Indian Rupees inclusive of all applicable taxes.
- II. In case of mismatch between the fee quoted, the number in words will be taken as correct for all purposes, including evaluation of financial bids.
- III. The Fee quoted by the bidder shall remain Fixed till successful completion of transaction.
- IV. The fee quoted by bidder shall be unconditional. All other expenses would be borne by the Legal Adviser.



V. The Bidders will be liable to pay taxes applicable as per law.

14. Terms of Payment:

The fees to be paid to the successful bidders will be paid in Indian Rupees on a monthly payout basis. The actual payment will accrue on achieving of respective milestone detailed in the tender document. However the fees shall be released on completion of the due diligence process.

The Selected Bidder will be liable to pay taxes on the fee applicable as per law.

15. MODE OF PAYMENT

The Bidder will raise the invoices in triplicate to DGM(F&A)/Mktg, MSTC LTD. Ltd. The different taxes should be indicated separately while raising the bills for payment of fee.

15.1 The applicant is required to quote a lump sum fee inclusive of applicable taxes and payable as per law by the applicant.

15.2 The fee quoted should be unconditional and inclusive of all expenditure. It may be noted that the Law Firm cannot prescribe any time limit for validity of the financial bid.

16. CONTRACT AGREEMENT:

The Bidder shall be required to enter into a Contract Agreement with MSTC Ltd. on Non-Judicial Stamp Paper.

17. ARBITRATION:

In the event of any dispute or difference as to the meaning, scope, interpretation or performance under the contract between the parties hereto, the same shall be resolved by the process of Arbitration of a Sole Arbitrator to be appointed by the parties hereto on consent. In case the parties fail to agree to such appointment of the Sole Arbitrator within 30 days of the invocation of Arbitration, any of the parties invoking Arbitration shall be at liberty to approach the competent Court of Civil jurisdiction for seeking appropriate directions for appointment of such sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed thereunder or any statutory modification thereof shall apply to such Arbitration proceedings. The language of the arbitration shall be English. The place of arbitration shall be Kolkata, India. The cost of the arbitration proceeding will be borne equally by the parties to the arbitration. The Award including Interim Award, if any of the arbitrator shall be final & binding on the parties.

18. JURISDICTION:

Subject to the aforesaid, the competent court at Kolkata alone shall have exclusive Jurisdiction to entertain and try any proceedings including relating to such Arbitral proceedings arising out of and/or relating to the Agreement between the parties hereto.

19. INTEGRITY PACT

The bidder will have to sign the Integrity Pact Agreement with MSTC as available in MSTCs website www.mstcindia.co.in

The Integrity Pact would be implemented through a panel of Independent External Monitors (IEMs), appointed by MSTC. The IEM would review independently and objectively, whether and to what extent parties have complied with their obligations under the Pact.

The parties signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and they will await their decision in the matter. Help desk number: (033)-2290-1004



S.No	Name	Address
1	Shri. Girish Chandra Chaturvedi, IEM	P-2, Gaurav Adhikari Society Plot No. C-58/6, Sector - 62 Noida - 201309
2	Shri V. P. Haran, IEM	23, IFS Vilas, P-6, Builders Area, Greater Noida, U.P. - 201310



SECTION 5: STANDARD FORMS

1. Affidavit cum Undertaking –Annexure I(To be uploaded in MSTC e-procurement portal and physical copy is to be submitted also)
2. Bidder Details-Appendix A(To be uploaded in MSTC e-procurement portal and physical copy is to be submitted also)
3. Details of pending enquiry/investigations-Appendix B(To be uploaded in MSTC e-procurement portal and physical copy is to be submitted also)
4. Details of Conflict of Interest – Appendix C(To be uploaded in MSTC e-procurement portal and physical copy is to be submitted also)
5. Confidentiality - Annexure II(To be uploaded in MSTC e-procurement portal and physical copy is to be submitted also)
6. Format of Unconditional Bid –Annexure III(To be uploaded in MSTC e-procurement portal and physical copy is to be submitted also)

AFFIDAVIT CUM UNDERTAKING

We, the undersigned (“**Bidder**”) are submitting our bid in respect of the Request for Proposal No [●], Dated [●] (“**Bid**”) issued by MSTC Ltd. (Company) in relation to [●] and in this connection we hereby solemnly affirm, declare and undertake as follows:

1. Details of the Bidder as disclosed in **Appendix-A** enclosed herewith are true and correct as on date.
2. There has been no conviction by any court of law or indictment/adverse order by any statutory or regulatory authority for a Grave Offence against us or any of our Indian Sister Concern(s) or any of our promoters or directors or that of our Indian Sister Concern(s).
3. No enquiry/investigations for any Grave Offence is pending against us or any of our Indian Sister Concern(s) or any of our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency.
4. The details of enquiry/investigations for non-Grave Offences pending against us/our Indian Sister Concern(s)/ our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency are disclosed in **Appendix-B** enclosed herewith.
5. There are no Conflict of Interest with respect to the Proposed Transaction as on date.
6. During the tenure of our engagement for the Proposed Transaction, we shall keep the MSTC Ltd., informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of Conflict of Interest in the format enclosed as **Appendix-C** herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of MSTC Ltd. and granting of such approval shall be the sole discretion of MSTC Ltd. and shall be binding on us.
7. We ourselves and/or for/with or in association with or on behalf of or through any other Entity, shall not take up any advisory or consulting assignment or render any services on a similar transaction or any other transaction which could have a direct Conflict of Interest, in any manner or capacity to a Competitor of the Company during the term of our engagement in respect of the Proposed Transaction without prior written approval of the Government/Company and granting of such approval shall be the sole discretion of Government/Company and shall be binding on us.
8. We have put in place a robust mechanism to resolve any Conflict of Interest situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any Conflict of Interest or potential for Conflict of Interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of the Government/Company, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Transaction.
9. We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.
10. We understand that:
 - (i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, MSTC Ltd. would be entitled to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the work to be performed by us in respect of the Proposed Transaction. MSTC Ltd. may also terminate our engagement for the Proposed Transaction, in whole or in part, if such termination is



absolutely necessary in view of MSTC Ltd. to avoid the appearance of a Conflict of Interest.

- (ii) MSTC Ltd. would be entitled to terminate our appointment if any of the affirmation/declaration/undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.
- (iii) if at any time after our appointment as an Advisor, either we or any of our Indian Sister Concern or the respective promoters/directors is convicted by a court of law in India or any indictment/adverse order is passed by a regulatory authority in India for a Grave Offence, we shall stand disqualified from continuing as Advisor to MSTC Ltd. and shall be bound to inform them without any delay and shall voluntarily withdraw from the Proposed Transaction failing which MSTC Ltd. may terminate our appointment after giving an opportunity of being heard.

Definitions

Unless otherwise defined in this Affidavit, the following capitalized terms used herein shall have the meanings set out below:

1 Advisor means the Bidder and includes bidder(s) who have been selected for the Proposed Transaction by MSTC Ltd. in terms of the Bid.

2 Conflict of Interest: Conflict of interest in relation to the Proposed Transaction shall without limitation is deemed to exist or have arisen if:

- (i) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of MSTC Ltd. or any such activity/association would or may impair his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.
- (ii) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in advising and/or have taken up engagement for advising/consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction/matter ("**Third Party Transaction**") which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of MSTC Ltd.
- (iii) The Advisor has any business or financial interests in any other Entity that would impair, or give the appearance of impairing, impartial decisions in relation to Proposed Transaction, in offering any advice recommendations or in providing technical assistance or other services to MSTC Ltd. as part of Advisor's engagement obligations/duties.
- (iv) In relation to a strategic sale by MSTC Ltd., the Advisors has taken up engagement with buyer/potential buyer of such strategic sale or their Sister Concerns.
- (v) Any other situation, possible source or potential areas of interests which may impair Advisor's ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services on in conflict of their professional duties towards MSTC Ltd. in respect of the Proposed Transaction or result in it being given an unfair competitive advantage to any other person.

3 Company means MSTC Ltd.

4 Competitor of the Company means an Entity in India that is engaged in the business substantially similar to the business of the Company. Business of an Entity shall be deemed to be substantially similar to the business of the Company if turnover or profit of such Entity from the business activity(ies) in which the Company in engaged, exceeds 33% of the its total turnover or profit (in any of the last three years).



5 Entity shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, limited liability partnership, company or any other persons.

6 Grave Offence means offences of such nature that it materially affects the reputation, business or operations adversely or outrages the moral sense of the community and such other offences which may be considered by the Government/Company as grave on case to case basis after considering the facts and relevant legal principles.

7 Proposed Transaction means the transaction to be undertaken by MSTC Ltd. as described in bid no [●], issued by MSTC Ltd.

8 Senior Managerial Personnel's means Chairman cum Managing Director, Director Finance, company secretary, or persons having equivalent positions and all such other employees of the Entity who are members of its core management team excluding Board of Directors comprising all members of management one level below the executive directors and include the functional heads.

9 Sister Concern in relation to the Advisor, means any Entity in which the Advisor has a significant influence or which has "significant influence" over the Advisor and includes a group and a joint venture company. "Significant influence" means holding of at least twenty percent or more of total voting rights or the power to participate in and influence the management, financial or operating policy decisions of that Entity, or of business decisions under an agreement or has twenty percent profit sharing in such Entity.

Appendix A, B and C hereto shall constitute and shall be deemed to form an integral part of this document.

Appendix-A

BIDDER DETAILS

Name of the Bidder	
Address: Registered Office: Corporate Office Tel: Email:	
Constitution	Company/Partnership/LLP/Others (If selected others, please provide the nature of constitution)
Details of registration with other professional statutory bodies	

Appendix-B

DETAILS OF PENDING ENQUIRY/INVESTIGATIONS

S. No	Name of the Sister Concern(s)/concerned person(s) against whom the enquiry/investigation has been initiated	Relationship with the bidder	Name of the investigating agency	Nature of pending enquiry/investigation and law under which the enquiry has been initiated	Brief facts/interim orders /other relevant information in respect of the pending enquiry/investigation



Appendix-C

DETAILS OF PRESENT/POTENTIAL CONFLICTS/FACTS OR INTERESTS THAT MAY BE DEEMED AS POTENTIAL CONFLICT OF INTEREST

S. No	Name of the Entity, in which interests exit/may arise	Relationship of the Bidder with the Entity	Nature/reason of conflict/potential conflict	Duration of the subsistence of conflict, if any	Such other information as may be relevant and material in deciding whether there is a conflict/potential conflict of interest



.....
Confidentiality Undertaking

It is certified that the documents/ data/ information pertaining to (name of the company), which will be provided to [Name of the bidder] for Legal Advice or otherwise related to it shall be treated as strictly confidential and will not be disclosed or handed over by [Name of the bidder] to any outside agency/ person without prior written permission of the Company.

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

.....
Seal with Signature of the authorized signatory of the bidder
.....

.....
FORMAT OF UNCONDITIONAL BID ON THE LETTERHEAD OF THE BIDDER

To,

Dear Sir,

This is to certify that the fee quoted by us for engagement as Legal Adviser for strategic disinvestment of FSNL is in accordance with the terms and conditions laid down in the RFP displayed on the website of the ----- and is unconditional.

Seal with signatures of authorized signatory of the Bidder
.....