

## Greater Noida Industrial Development Authority

### Selection of a Consultant and a Legal Counsel for Corporate Insolvency Resolution Process (CIRP) for Greater Noida Industrial Development Authority Reply to Queries

#	Page No	Clause No.	Reference Clause	Queries / Points of Clarifications	GNIDA's Response <i>(Note: No change may also mean the bidder to assess.)</i>
1	12	3	Terms of reference -	Request you to provide latest list of all the current cases under NCLT/NCLAT to give us an idea about the extent of engagement and for conflict check.	Please refer Corrigendum No. 2
2	12	3	Terms of reference -	Please share details about the status of NCLT/NCLAT cases involving GNIDA.	Please refer Corrigendum No. 2
3	13	3.1	Scope of services - Component 4: Legal Advisory in the Corporate Insolvency Resolution Process	What about the treatment of cost of external counsel hired, if any, for the cases	Hiring of external consultants will be beyond the scope of this tender. Please refer Corrigendum No. 2
4	13	3.1	Scope of services - Component 4: Legal Advisory in the Corporate Insolvency Resolution Process	Our team will lead the negotiations for the Authority and remain present in all the hearings , proceedings, CoC meetings etc. but the arguments as and when required in the court will be done by the external legal counsel hired.	This understanding is correct. However, the Consultant is expected to assist the external legal counsel during legal proceedings. In case a external legal counsel is required, this will be beyond the scope of this tender. Please refer Corrigendum No. 2
5	13	3.1	Scope of services - Component 3: Risk Assessment in the Corporate Insolvency Resolution Process	Cost of publishing the Ads shall be borne by the tenderer.	Yes, this cost would be borne by GNIDA. Please refer Corrigendum No. 2
6	13	3.1	Scope of services - Component 3: Risk Assessment in the Corporate Insolvency Resolution Process	Cost incurred for publishing & marketing of public expression of interest as and when required shall be borne by the tenderer.	Yes, this cost would be borne by GNIDA. Please refer Corrigendum No. 2
7	13	3.2	Payment Schedule, Deliverables and Timelines	Fees charged in case of extension of services after 2 years will be mutually agreed at the end of tenure	Please refer Corrigendum No. 2

8	14	3.3	Team- Qualifications and Experiences	<p>We seek clarification on the eligibility criteria of an IP.</p> <p>Excerpts of the RFP document below</p> <p>“A minimum experience of at least 10 NCLT cases and successful resolution closure of at least 2 NCLT cases for CIRP post certification of Insolvency Personnel. “</p> <p>We understand that the said eligibility condition entails the an IP to be engaged on at least 10 Corporate Insolvency Resolution Process (CIRP) under the provisions of the Insolvency &amp; Bankruptcy Code, 2016. This requirement of at least 10 NCLT cases may not be plausible and may also tend to restrict Insolvency professionals having the relevant experience in handling large matters under the Code to participate in this process. In this regard, we seek to bring to your attention Clause 22 of the Code of Conduct for Insolvency Professionals under the Insolvency &amp; Bankruptcy Board of India (Insolvency professionals) Regulations, 2016 (IP regulations) which states as under:</p> <p>22. Clarification: An insolvency professional may, at any point of time, not have more than ten assignments as resolution professional in corporate insolvency resolution process, of which not more than three shall have admitted claims exceeding one thousand crore rupees each.</p> <p>The aforesaid provision itself stipulates that Insolvency Professionals (IPs) may not have more than three assignments in which the admitted claims exceed one thousand crore rupees each. The provision further indicates that IPs engaged to provide services in large IBC mandates (INR 1,000 Cr and above) may have limited bandwidth and resources while taking more than 3 matters and the same may affect their ability to discharge their duties effectively and efficiently under the Code.</p>	Please refer Corrigendum No. 2
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			Proposed modifications	<p>Clause 3.3 (Team- IP): Minimum experience of at least 5 NCLT cases with a minimum financial creditors claim INR 15,000 crores &amp; closure of CIRP by approval of resolution plan by NCLT for at least 2 corporate debtors</p> <p>Clause 4.2.1 (B.1) (Technical Evaluation- Technical Capability): 30 Marks for entity or bidder with at least 20 CIRP closures with at least INR 1 lac crore of total claims and closure of CIRP by approval of resolution plan by NCLT for at least 10 corporate debtors</p> <p>Clause 4.2.1 (C.1) (Technical Presentation- Percentage Recovery): Marks to be awarded basis bidder firms average recovery percentage* 0-24.99% - 2.5 25-49.99% - 5 50-74.99% - 7.5 75-100% - 10</p> <p>Average percentage recovery to be estimated on the basis of following formula Average recovery percentage = Total recovery made by Financial and Operational Creditors for all the cases/Total claims of financial and operational creditors</p> <p>Example – <i>If bidder firms total recovery has been across 23 CIRPs has been INR 26500 Cr. against total claims of INR 100,000 Cr. then average recovery percentage will be 26.5% and 5 marks shall be awarded.</i></p> <p><i>Recoveries made in successful CIRP resolutions shall also be included in estimating total recovery made by Financial and Operational Creditors. Recoveries made in Liquidation process shall not be considered in estimating recovery percentages.</i></p>	Please refer Corrigendum No. 2
9	16	4.2.1 (B.1)	Technical Evaluation- Number of consultancy projects involving NCLT cases or Corporate Insolvency Resolution Process	Does it include bid advisory cases also?	The consultant is required to assist the Authority in the complete NCLT / NCLAT process.
10	16	4.2.1 (B.1)	Technical Evaluation- Completion certificate from client	In IBC cases there is no completion certificate per say that is provided by the client, instead resolution or liquidation is passed by NCLT indicating completion of CIRP which can be provided as proof of completion.	Please refer Corrigendum No. 2
11	17	4.2.1 (B.2)	CVs of key personnel	Kindly provide definition of similar project & similar role.	End-to-end advisory services for NCLT NCLAT cases

12	17	4.2.1 (C.1)	Technical Presentation - Cases closed in favour of the client	Kindly define "in favour of client" & "client".	Please refer Corrigendum No. 2
13	17	4.2.1 (C.1)	Technical Presentation - Percentage Recovery	Recovery to whom is being referred here?	Please refer Corrigendum No. 2
14	20	Form 2	Format for Power of Attorney for Lead Member of Consortium	Do sole bidder also need to submit Form 2?	Not applicable for Sole Bidder
15	23	Form 4	Eligible assignments of the Bidder - Name of the Project & Name of the client	Please provide clarification on difference between name of project and client.	Name/Details of project - the nature of case handled for 'XYZ' client
16	23	Form 4	Eligible assignments of the Bidder - Name of the client	Please provide clarification on definition of "client".	The entity that was provided advisory services/ representation in a particular assignment
17				How many cases wherein GNIDA is creditor (financial or operational) with details of quantification of claim for each case.	Please refer Corrigendum No. 2
18				Details of past on going CIRP cases and the prospective CIRP cases wherein GNIDA is financial/operational creditor	Please refer Corrigendum No. 2
19				Estimated team size to be deployed considering the volume of work going to be involved?	Please refer Corrigendum No. 2
20				Fee structure will be based on case wise or on retainer basis?	Fixed Monthly Professional Fee for cases current and future cases. Please refer Corrigendum No. 2
21				Whether we will retainer only for back office CIRP consultancy services or if GNIDA decides to file fresh cases in NCLT u/s 7 or 9 the IRP/RP from IPE of BDO will have exclusivity in the arrangement?	The scope of services shall include all services in handling existing and future NCLT / NCLAT cases. In case GNIDA decides to file fresh cases, the team will assist GNIDA in the complete process. However, IRP/RP from the selected bidder will not have exclusivity.
22				What is the current status/stage of the existing ongoing CIRP cases in relation to GNIDA and what's the consolidated exposure of the filed cases?	Please refer Corrigendum No. 2

23				Based on the current outstanding exposure what is the expected flow of cases to be filed by GNIDA?	No change. Bidder to Asses
24				The team to be deployed can work from GNIDA's office or they have work from our office. We have got office space at Noida.	Please refer Corrigendum No. 2
25	13	Component 3 (iii)	Ensure compliance of resolution plan ad process with requirement of IBC and CIRP regulations	We understand that Ensuring compliance of resolution plan and process is the role and responsibility of Interim Resolution Professional/ Resolution Professional ("IRP"/ "RP"). Request you to please clarify the scope/ expectations from the Consultant	Bidder shall be primarily responsible for monitoring all complaince w.r.t. GNIDA only.
26	13	Component 3 (iv)	Assistance in preparation and marketing of public expression of interest as and when required in the process of resolution.	We understand that the preparation of and marketing of public expression of interest is the role and responsibility of IRP/RP. Request you to please clarify the scope/ expectations from the Consultant	Please refer Corrigendum No. 2
27	13	Component 3 (v)	The Consultant must assess all the conflict of interests and notify the Authority regarding the same on a timely manner	Request you to please clarify the consequences if any potential conflict is identified during the course of engagement.	List of all on-going cases is attached, please refer Corrigendum No. 2. Also, the Bidder to ensure there is no conflict of interest for existing and future cases till the tenure of the engagement.
28	13	Component 4	The consultant must appoint a legal counsel who will be representing the Authority	While drafting of application and other legal advice is included in the scope of the work, we understand that there may be a need to appoint appropriate counsel/ senior counsel to be appointed by GNIDA on a case to case basis. The Consultant cannot appoint such counsel on behalf of GNIDA and such counsels will need to be appointed separately by GNIDA. Please confirm the said understanding.	Hiring of external Legal Counsel will be not part of this scope of work, Please refer Corrigendum No. Please refer Corrigendum No. 2
29	14	Clause 3.3 (1)	Insolvency Personnel (IP) - A minimum experience of at least 10 NCLT cases and successful resolution closure of at least 2 NCLT cases for CIRP post certification of Insolvency Personnel.	As per the RFP, a minimum experience of at least 10 NCLT cases and successful resolution closure of at least 2 NCLT cases for CIRP post certification of Insolvency Personnel. We understand that such experience could involve assignments in which the IP played any of the following roles namely, IRP/ RP and / or advisor to IRP/ RP. We request you to confirm our understanding.	Please refer Corrigendum No. 2
30	14	Clause 3.3 (3)	Financial Advisor – CA or CS. A minimum experience of at least 10 NCLT cases	We understand that minimum experience of at least 10 NCLT cases is required to be in to CIRP assignments only. We request you to provide clarity on the same.	Your understanding is correct.

31	15	Clause 4.1 (3)	The Bidder must have satisfactorily completed consulting service during the last five (5) financial years to at least ten (10) NCLT cases.	We understand that minimum experience of at least 10 NCLT cases is required to be in to CIRP assignments only. We request you to provide clarity on the same.	Your understanding is correct.
32	25	Form 6: Declaration	This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.	We suggest the following amended language in the declaration:  "This is to notify you that our LLP intends to submit a proposal in response to the RFP dated 11 November 2021 from Greater Noida Industrial Development Authority, we also declare to the best of our knowledge and as on date, that our LLP is not blacklisted by any Central / State Government Department / Public Sector Undertaking."	No Change

33	26	Form 7: Declaration	<p>This is to notify you that our Company / LLP / Partnership / Society / Proprietorship &lt;Please delete whichever is not applicable&gt; intends to submit a proposal in response to &lt;insert name of the RFP&gt;, we also declare that our Company / LLP / Partnership / Society / Proprietorship &lt;Please delete whichever is not applicable&gt; has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.</p>	<p>We suggest the following amended language in the declaration:</p> <p>“This is to notify you that our LLP intends to submit a proposal in response to the RFP dated 11 November 2021 from Greater Noida Industrial Development Authority, we also declare to the best of our knowledge and belief, that our LLP has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us pursuant to such judicial pronouncement which restricts LLP's ability to provide the proposed services under this RFP.”</p>	No Change
34	31	Annexure-B Clause 1.10	Liquidated Damages	We understand the said clause shall be only if the delay is solely attributable to consultant.	Yes, your understanding is correct. Please refer Corrigendum No. 2

35	34	Annexur e-B Clause 3.4	Documents prepared by the Bidder to be the property of the Client	<p>We suggest the following revision:</p> <p>"On payment of all of Consultant's fees in connection with this Agreement, the Client shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Agreement, any deliverables/report or work product for the purpose for which the deliverables/report or work product were supplied. The Consultant retains all rights in the deliverables/report and work product, and in any software, materials, know-how and/or methodologies that the Consultant may use or develop in connection with this Agreement. Without prejudice to the above the Client shall continue to be owners of the information which belongs to the Client and provided by the Client to the Consultant for the purpose of this engagement "</p>	No change
36	35	Annexur e-B Clause 3.5	The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.	We suggest to replace the word "internationally" with "applicable" accounting principles.	Please refer Corrigendum No. 2



37	35	Annexur e-B Clause 6	<p>Good faith and Indemnity</p> <p>To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.</p>	<p>We suggest replacing the said clause with the following:</p> <p>"The Client shall indemnify and hold harmless the Consultant for all losses, liabilities, damages, costs, expenses and claims arising in connection with any third party claim in relation to or pursuant to the contract or the services."</p>	No Change
38	Additional Clauses suggested		<p>We suggest the following additional clauses to be inserted in the RFP:</p> <p>"The Client shall not disclose to any third party the advice, opinions, reports or other work product of the Consultant provided hereunder without the prior express written consent of the Consultant."</p>	No Change	

39	Clause 3.2	In response to the RFP, Applicants shall provide financial quote in the form of Month Rate for services rendered as part of the Project. The Applicants, while providing the financial quote shall factor in all costs for running an office from Greater Noida like laptop, printers, regular travel, software, technical expertise etc. Unless otherwise specified, the Advisor shall be paid on a quarterly basis, in accordance with the total payment agreed	Request you to please clarify whether it is mandatory for the Applicants to have an office in Greater Noida/establish a new office in Greater Noida (in case the same is not in existence), or the Applicants may continue to function from their offices in New Delhi and provide necessary personnel and assistance, as and when required at your offices to suitably assist you in your mandate.	
40			What is the nature and industry sector of cases which have been realised by GNIDA as a Creditor?	Please refer Corrigendum No. 2
41			Is an Applicant applying specifically for the position of Legal Counsel/Advisor required to fulfil all components of services set out on Clause 3.1 or each component is applicable to every position individually?	Scope of Service is as per Clause No. 3 Term of Reference. All activities as mentioned in Clause no. 3 are to be undertaken by the Consultant.
42			Whether a law firm having a team of multiple advocates qualified as a legal counsel/advisor for the purposes of RFP? If yes, do we send CVs of all such advocates for Technical Evaluation under Clause 4.2.1?	Team requirements is as per Clause no. 3.3 & Corrigendum No. 2
43			Table 1 of Clause 4.1 (Refer point 1) has prefixed eligibility criteria for selection of a Consultant which stipulates that the Bidder is required to be a Company, LLP or a Partnership Firm. However, can a law firm which is a sole proprietorship or an unregistered partnership firm participate in the selection process under the RFP?	Please refer Corrigendum No. 2
44			What is 'consulting service' under Table 1 of Clause 4.1 (Refer point 3)? What is 'completion of consulting service' under Table 1 of Clause 4.1 (Refer point 3)? Whether it includes legal representation on behalf of Resolution Professionals?	Please refer Corrigendum No. 2
45			Is there any specific format for Completion Certificate from client? If not, are there any specific aspects that the Completion Certificate should address?	Please refer Corrigendum No. 2
46			Whether the Applicant is mandatorily required to have an office operating from Greater Noida to be selected as a Consultant under the RFP?	Please refer Corrigendum No. 2

47			By way of this email request we seek your support to provide the link / process to submit our formal Bid document demonstrating our capabilities and success stories thus seeking for the empanelment as Consultant and Legal Counsel for various CIRP matters.	This is an open tender. You are requested to participate through the UP E tender portal.
48			We understand that a consortium may be formed to carry through the project. However, It is also mentioned that maximum 2 companies can be a part of the consortium. Considering, there are 3 vacant positions for LC, Advisor and IP. Kindly clarify how the positions are supposed to be engaged. The lead firm is supposed to be nominated by the "other members of the consortium" as specified in the RFP. Kindly elaborate as to how it will be carried out.	Maximum members of Consortium members and additional requirements shall be as per clause no. 4.1.1.
49			Kindly specify the payment medium. There is a mention of the online payment on the portal in the data sheet for the EMD and the Bid Processing Fee. However, in the instructions it's mentioned that the payment needs to be made offline as mentioned in clause 2.2.4.IV. Kindly clarify this.	To be paid as per instruction on UP E-tender portal only.
50			As per the bid document the consortium is to be formed with an IRP as one of its members but considering there are 20 assignments, the law doesn't allow for 1 IRP to undertake 20 assignments, Hence requesting you to let us propose IRPs on a case to case basis. PwC would be happy to assist GNIDA in shortlisting the IRPs with a relevant background basis the profile of the company.	As per Clause no. 3.3, the position of Insolvency Personnel is only as a advisor and will not act as a IRP for an case. The resource shall assist the Authority in all tasks defined in Clause no. 3.1 Scope of Services.
51			Specific to Component 3 (Scope of services), there is a mention of "Assessment and notification of risk management in the process to the Committee of Creditors (CoC)." Need some clarification on whether it's only GNIDA that needs to be assisted with the same or the entire CoC.	Bidder shall be primarily responsible for monitoring all compliance w.r.t. GNIDA only.
52			If PwC plans to bid on the project with a consortium, do we have a Joint Business Relationship with them (Both firms getting paid by GNIDA) or the lead firm will be paying the assistant firm considering there is mention of a PoA.	Please refer Clause no. 4.1.1. & FORM 2: Format for Power of Attorney for Lead Member of Consortium. GNIDA shall only pay fees to the proposed Lead Member of the Consortium.
53			With regards to the BoQ Document, the financial proposal mentions inputs only for appointment of the 'Legal Counsel'. Kindly clarify as to how to proceed further with the inputs for the financial proposal for appointment of the 'Consultant'.	Please refer Corrigendum No. 2

54			It is ideal to share the draft engagement letter beforehand as that also needs to be run past through the legal and internal risk team. We suggest GNIDA to share the draft agreement as well	Contract/service agreement shall be as per Annexure B: General Conditions of Contract (GCC)
55			One of the criteria under Technical Evaluation talks about 'NCLT cases or CIRP' where in full 30 marks shall be granted to firms with cases more than 20. Would that include Liquidation cases and Implementation cases as well. Further, as a supporting, client completion certificate has been desired. Would NCLT order under such cases or CoC approval for the appointment shall suffice ?	Only NCLAT / NCLT or CIRP cases shall be applicable.
56			We understand that a consortium may be formed to carry through the project. However, It is also mentioned that maximum 2 companies can be a part of the consortium. Considering, there are 3 vacant positions for LC, Advisor and IP. Kindly clarify how the positions are supposed to be engaged. The lead firm is supposed to be nominated by the "other members of the consortium" as specified in the RFP. Kindly elaborate as to how it will be carried out.	Maximum members of Consortium members and additional requirements shall be as per clause no. 4.1.1.
57			Kindly specify the payment medium. There is a mention of the online payment on the portal in the data sheet for the EMD and the Bid Processing Fee. However, in the instructions it's mentioned that the payment needs to be made offline as mentioned in clause 2.2.4.IV. Kindly clarify this.	To be paid as per instruction on UP E-tender portal only.
58			As per the bid document the consortium is to be formed with an IRP as one of its members but considering there are 20 assignments, the law doesn't allow for 1 IRP to undertake 20 assignments, Hence requesting you to let us propose IRPs on a case to case basis. PwC would be happy to assist GNIDA in shortlisting the IRPs with a relevant background basis the profile of the company.	As per Clause no. 3.3, the position of Insolvency Personnel is only as a advisor and will not act as a IRP for an case. The resource shall assist the Authority in all tasks defined in Clause no. 3.1 Scope of Services.
59			Specific to Component 3 (Scope of services), there is a mention of "Assessment and notification of risk management in the process to the Committee of Creditors (CoC)." Need some clarification on whether it's only GNIDA that needs to be assisted with the same or the entire CoC.	Bidder shall be primarily responsible for monitoring all compliance w.r.t. GNIDA only.
60			If PwC plans to bid on the project with a consortium, do we have a Joint Business Relationship with them (Both firms getting paid by GNIDA) or the lead firm will be paying the assistant firm considering there is mention of a PoA.	Please refer Clause no. 4.1.1. & FORM 2: Format for Power of Attorney for Lead Member of Consortium. GNIDA shall only pay fees to the proposed Lead Member of the Consortium.

61	CI 2 (iii) Pg 5/CI 2.1.6 Pg 6/CI	No deviation	Unless we have a right to raise queries and a chance to negotiate with the client the risks highlighted hereunder, all such risks are applicable.	No Comment
62	CI 4 Pg 4	RFP Procurement Cost/ Tender Fees	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	No Change
63	CI 1.8 Pg 31	Limitation of Liability	There are following exceptions to the limitation of liability - Fraud Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	No Change
64	CI 1.8 Pg 31	Limitation of Liability	Indirect and consequential losses are not excluded from liability Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:  Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss	No Change
65	CI 3.3 Pg 34	Confidentiality Obligations	Duty of care is very high - i.e. we need to maintain confidentiality using highest/strictest/best efforts standards  We request client to kindly confirm that we will be obliged to protect Confidential information using the same degree of care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care.	No change
66	CI 3.3 Pg 34	Confidentiality Obligations	No right to disclose client name or project for citation / reference purposes Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	No Change

67	CI 3.3 Pg 35	Indemnity	<p style="text-align: center;">Indemnity for breach of contract obligations</p> <p>There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>	No Change
68	Request for addition	Indemnity	<p style="text-align: center;">Indemnities not subject to final determination by court/arbitrator</p> <p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.</p>	No change
69	Request for addition	Indemnity	<p style="text-align: center;">No process for Indemnity</p> <p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;</p>	No change

			<p>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
70	Cl v Pg 13	Conflict of interest	<p>Several conflict of interest related obligations on us</p> <p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	Please refer the list of on-going cases, as per Corrigendum No. 2. and ensure no conflict of interest exist for on-going and future cases.
71	Cl 1.10 Pg 32	Liquidated damages	<p>LDs capped at higher percentage</p> <p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	Please refer Corrigendum No. 2
72	Cl 1.10 Pg 32	Liquidated damages	<p>Not sole and exclusive remedy</p> <p>We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p>	No change
73	Cl 1.10 Pg 32	Liquidated damages	<p>Not limited to solely our fault</p> <p>We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.</p>	No change

74	CI 2 Pg 4/CI 3.2 Pg 13	Time is of essence	<p>By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches.</p> <p>Thus, request you to kindly delete this clause.</p>	No change
75	CI 1.11 Pg 31	IPR	<p>No protection to our pre-existing IPRs</p> <p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	No change
76	CI 3 Pg 5/CI 3.4 Pg 34	Insurance	<p>Wide insurance procurement obligations</p> <p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p>	No change



77	CI 3.5 Pg 35	Audit	<p>Widely worded audit rights</p> <p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p>	No change
78	Not applicable	Survival obligations	<p>Obligations to survive for more than a year post expiry or termination of contract</p> <p>We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract</p>	No change
79	No clause in RFP. Please include in pre-bid.	No third party disclaimer	<p>There is no restriction on the usage of deliverable. No third party disclaimers.</p> <p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	No change
80	CI 3.2 Pg 13	Acceptance	<p>No acceptance criteria. Request addition</p> <p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	No change
81	Point 4 at page 15 (Pre-qualification)	We are not eligible to bid in case we have been blacklisted / debarred in the past	<p>The Client is requested to revise the pre-qualification regarding blacklisting/ debarment.</p> <p>Entities that are not presently blacklisted / debarred at the time of the submission of bid for fraud and corrupt practices should be allowed to participate in the tender process.</p>	No change

82	Annexure 6 and Page 25 (Declaration on blacklisting / debarment)	Declaration with respect to prior debarment / blacklisting is sought	The Client is requested to revise the pre-qualification regarding blacklisting/ debarment. Entities that are not presently blacklisted / debarred at the time of the submission of bid for fraud and corrupt practices should be allowed to participate in the tender process.	Please refer Corrigendum No. 2
83	Cl 5 Pg 15/Form 7 Pg 26	Performance undertaking	We request the client to modify the undertaking to the effect that any such termination should have been approved/upheld by any court decree or arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract. Our undertaking shall be subject to such confirmation. Please confirm	No change

Greater Noida Industrial Development Authority  
 Selection of a Consultant and a Legal Counsel for Corporate Insolvency Resolution Process (CIRP) for Greater Noida Industrial Development Authority  
 Corrigendum/ Addendum (No. 2)

This is in reference to “Request for Proposal (RFP) for Selection of a Consultant and a Legal Counsel for Corporate Insolvency Resolution Process (CIRP) for Greater Noida Industrial Development Authority ” published by Greater Noida Industrial Development Authority, may be read with following modifications:

Sr. No.	Clause in RFP	Corrigendum/ Addendum
1	Tentative NCLT cases involving GNIDA: 20 (number is indicative and may change at the point of hiring or commencement of the services).	Tentative NCLT cases involving GNIDA: 20 (number is indicative and may change at the point of hiring or commencement of the services). <i>Details for all NCLT / NCLAT cases attached as "Annexure No.1 - NCLT / NCLAT Cases at GNIDA"</i>
2	Component 1: Legal Advisory in the Corporate Insolvency Resolution Process ... vi. The legal counsel or the consultant must ensure assistance in all the required documentation required in the process. vii. Review of the orders passed by NCLT/NCLAT and suggesting the way forward on the future course of action.	Component 1: Legal Advisory in the Corporate Insolvency Resolution Process ... vi. The legal counsel or the consultant must ensure assistance in all the required documentation required in the process. vii. Review of the orders passed by NCLT/NCLAT and suggesting the way forward on the future course of action. <i>viii. In case a senior legal counsel is required for any NCLT / NCLAT case, hiring and expenditure for the same shall be not part of this engagement/project. However, the consultant shall assist in the hiring and all co-ordination with external legal counsel, if required.</i>
3	Component 3: Risk Assessment in the Corporate Insolvency Resolution Process iv. Assistance in preparation and marketing of public expression of interest as and when required in the process of resolution.	Component 3: Risk Assessment in the Corporate Insolvency Resolution Process iv. Assistance in preparation and marketing of public expression of interest/notificaiton/ads as and when required in the process of resolution. <i>However, all cost associated with publication of advertismnt/notificaiton/EOI in newspapers shall be brone with Authority.</i>
4	4 Eligibility and Evaluation criteria 4.1 Prequalification criteria Point No. 3: The Bidder <i>must have satisfactorily completed consulting service</i> during the last five (5) financial years to at least ten (10) NCLT cases. <i>(With percentage of recovery)</i> Documentary Proofs - Form 4: <i>Completion certificate confirming year and area of activity</i>	4 Eligibility and Evaluation criteria 4.1 Prequalification criteria Point No. 3: The Bidder <i>must have experience of providing consulting/advisory services</i> during the last five (5) financial years to at least ten (10) NCLT / NCLAT cases. <i>(With percentage of recovery for each case)</i> Documentary Proofs - Form 4: <i>work order or equivalent + proof of payment of services + self-declaration to confirming year and area of activity</i>

5	<p>4.2.1 Technical Evaluation  Completion certificate from client</p>	<p>4.2.1 Technical Evaluation  work order or equivalent + proof of payment of services + self-declaration to confirming year and area of activity</p>
6	<p>3.2 Payment Schedule, Deliverables and Timelines  The overall period of the engagement of the shall be two (2) years from the date of signing the contract, with the provision for extension (maximum 1 year each) based on the satisfactory performance during the pursuing years and requirements in the following years.  In response to the RFP, Applicants shall provide financial quote in the form of <b>Month Rate</b> for services rendered as part of the Project.</p>	<p>3.2 Payment Schedule, Deliverables and Timelines  The overall period of the engagement of the shall be two (2) years from the date of signing the contract, with the provision for extension <b>for additional 2 years in 1 year increments</b>, based on the satisfactory performance during the pursuing years and requirements in the following years.  In response to the RFP, Applicants shall provide financial quote in the form of <b>Monthly Fixed Rate/Fee</b> for all services rendered as part of the Project.</p>
7	<p>3.3 Team Point No. 1 Insolvency Personnel  Qualification and Experience:  - A qualified and registered IRP with IBBI (<i>certification to be attached along with CV</i>)  - A minimum experience of <b>at least 10 NCLT cases and successful resolution closure of at least 2 NCLT cases for CIRP post certification of Insolvency Personnel.</b></p>	<p>3.3 Team Point No. 1 Insolvency Personnel  Qualification and Experience:  - A qualified and registered IRP with IBBI (<i>certification to be attached along with CV</i>)  - <b>A minimum experience of at least 5 NCLT cases and closure of CIRP by approval of resolution plan by NCLT for at least 2 corporate debtors.</b></p>
8	<p>4.2.1 Technical Evaluation C1 Technical Presentation  Approach &amp; Presentation – 10 marks  Cases closed in favour of the client – 5 marks  Percentage Recovery <b>(25- up to 50 / 50 – up to 75 / 75+)</b>  – 10 marks</p>	<p>4.2.1 Technical Evaluation C1 Technical Presentation  Approach &amp; Presentation – 15 marks  <b>Percentage Recovery -</b>  0-24.99% - 2.5 marks   25-49.99% - 5 marks  50-74.99% - 7.5 marks   75-100% - 10 marks  <b>Note: Average percentage recovery to be estimated on the basis of following formula</b>  <b>Average recovery percentage = Total recovery made by Financial and Operational Creditors for all the cases/Total claims of financial and operational creditors.</b></p>

9	<p style="text-align: center;">3.3 Team</p> <p>The Bidder will provide relevant workforce in sufficient numbers to carry out the services as required. The key team shall constitute of the members as defined below:</p>	<p>3.3 Team - The <b>core</b> key team shall constitute of the members as defined below:</p> <ol style="list-style-type: none"> <li>1. Insolvency Personnel <b>Advisor</b> <ul style="list-style-type: none"> <li>- A qualified and registered IRP with IBBI (certification to be attached along with CV)</li> <li>- <b>A minimum experience of at least 5 NCLT cases and closure of CIRP by approval of resolution plan by NCLT for at least 2 corporate debtors.</b></li> </ul> </li> <li>2. Legal Counsel <ul style="list-style-type: none"> <li>A competent Advocate / Lawyer / Legal Counsel with an experience of practicing corporate law for 15 years and contesting at least <b>10 NCLT / NCLAT cases</b> post qualifying as a registered lawyer</li> </ul> </li> <li>3. Financial Advisor - <b>No Change</b></li> <li>4. Financial Consultant <ul style="list-style-type: none"> <li>- <b>To be station full-time at GNIDA   - Certified CA or CS with 5 years of experience   - at least 2 years of experience in working on NCLT / NCLAT cases</b></li> </ul> </li> <li>5. Legal Counsel/Consultant <ul style="list-style-type: none"> <li>- <b>To be station full-time at GNIDA   - A competent Advocate / Lawyer / Legal Counsel with an experience of practicing corporate law for 5 years   - at least 2 years of experience in working on NCLT / NCLAT cases</b></li> </ul> </li> </ol> <p><b>Note: Proposed Insolvency Personnel (Point no.1) , Legal Counsel (Point no.2) , Financial Advisor (Point no.3) shall have to be available for all meetings at GNIDA, as per requirements of the engagement. All documents/tasks undertaken by the on-site team have to be reviewed by the senior team members. In addition to the above mentioned team, the Bidder shall also ensure additional workforce in sufficient numbers in available to carry out the <u>services as required</u></b></p>
10	<p style="text-align: center;">1.10. Liquidated Damages</p> <p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 2% (two per cent) of the Agreement/contract Value per month, subject to a maximum of 25% (twenty-five per cent) of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from Payment of the consultant or the Performance Security.</p> <p>The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.</p>	<p style="text-align: center;">1.10. Liquidated Damages</p> <p>In case of delay in completion of Services <b>or Services are not found as per the prescribed specification as given Section 3</b>, liquidated damages not exceeding an amount equal to 2% (two per cent) of the Agreement/Contract Value per month, subject to a maximum of <b>10% (ten per cent)</b> of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from Payment of the consultant or the Performance Security.</p> <p>The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.</p>

11	<p style="text-align: center;">3.5. Accounting</p> <p>The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with <b>internationally</b> accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and</p>	<p style="text-align: center;">3.5. Accounting</p> <p>The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with <b>applicable</b> accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.</p>
12	<p style="text-align: center;">Clause No. 4.1 Prequalification Criteria # Eligibility Conditions</p> <p>1. The Bidder should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.</p> <p style="text-align: center;">Documentary Proof to be submitted: Company Registration Certificate</p>	<p style="text-align: center;">Clause No. 4.1 Prequalification Criteria # Eligibility Conditions</p> <p>1. The Bidder should be a Company registered under the Companies Act or Proprietorship Firm or Partnership Firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.</p> <p style="text-align: center;">Documentary Proof to be submitted: <b>Applicable Registration Certificate</b></p>
13	<p style="text-align: center;">Price Schedule</p> <p>Selection of Legal Counsel for Corporate Insolvency Resolution Process (CIRP)</p> <p>Monthly consultancy fees for providing services as a legal counsel for Corporate Insolvency Resolution Process (CIRF)</p>	<p style="text-align: center;">Price Schedule</p> <p style="text-align: center;"><b>Selection of Advisor (IRP, Legal Counsel &amp; Financial Advsor) for Corporate Insolvency Resolution Process (CIRP) for Greater Noida Industrial Development Authority (GNIDA)</b></p> <p style="text-align: center;"><b>Fixed Monthly Professional Fees</b> for providing services as a Consultant/Advisor (<i>IRP, Legal Counsel &amp; Financial Advisor</i>) for Corporate Insolvency Resolution Process (CIRP) for Greater Noida Industrial Development Authority (GNIDA)</p> <p style="text-align: center;"><b>Note: The total payment due to the Bidder shall be governed by the Fixed Monthly Professional Fee as agreed in this Contract and shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing.</b></p>
14	<p style="text-align: center;">Form 6: Declaration Sir/Madam,</p> <p>This is to notify you that our Company / LLP / Partnership / Society / Proprietorship &lt;Please delete whichever is not applicable&gt; intends to submit a proposal in response to &lt;insert name of the RFP&gt;, we also declare that our Company / LLP / Partnership / Society / Proprietorship &lt;Please delete whichever is not applicable&gt; has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.</p>	<p style="text-align: center;">Form 6: Declaration Sir/Madam,</p> <p>This is to notify you that our Company / LLP / Partnership / Society / Proprietorship &lt;Please delete whichever is not applicable&gt; intends to submit a proposal in response to &lt;insert name of the RFP&gt;, we also declare that our Company / LLP / Partnership / Society / Proprietorship &lt;Please delete whichever is not applicable&gt; has not been blacklisted by any Central / State Government Department / Public Sector Undertaking, <b>as the case may be, from participating in any project, and the bar subsists as on the as on the date of the Proposal Submission.</b></p>



S.No	Case No.	Filing Number	Petitioner	Respondent Company / Name of the Allottee	Project	NCLT Bench	GNIDA Claim in (INR Cr.)	FORM C submission date to IRP	Details of Present RP	CIRP Date	Status Given to GNIDA	Resolution Plan Status			Next Date of hearing
<b>NCLT Commercial List</b>															
S.No	Case No.	Filing Number	Petitioner	Respondent Company / Name of the Allottee	Project	NCLT Bench	GNIDA Claim in (INR Cr.)	FORM C submission date to IRP	Details of Present RP	CIRP Date	Status Given to GNIDA	Resolution Plan Status			Next Date of hearing
1	IB-894/ND/2019	710102075392019	Ram nivas and sons	Palm developers pvt.Ltd	Sport city adjoining Techzone IV Plot no GH-05	Court-II	9.5	02.03.2020	Manoj Kumar singh Email - cma.msingh@gmail.com Contact - 9818647829	27-01-2020	Operational Creditor	Under Process			26-11-2021
2	(IB)-496(ND)/2018	710120006412018	MMR Construction	Maple Realcon Pvt. Ltd.		Court - II	17.31	06.02.2020	MR. Dinesh Chandra Agarwal	18-07-2018	Operational Creditor	Approved by NCLT			
<b>NCLT IT LIST</b>															
S.No	Case No.	Filing Number	Petitioner	Respondent Company / Name of the Allottee	Project	NCLT Bench	GNIDA Claim in (INR Cr.)	FORM C submission date to IRP	Details of Present RP	CIRP Date	Status Given to GNIDA	Resolution Plan Status			Next Date of hearing
1	401/2017	710102410412017	Deepak Khanna	Earth Infrastructure Ltd.		Court - III	NA	NA	Mr. Surinder Kumar	18-07-2018	NA	Approved by NCLT			30.11.2021
2	IB-17(ND)2019	710102033012018	Ample Infrastructure Pvt. Ltd.	Intellicity Business Park Pvt Lrd.		New Delhi Court - V			Mr. Sarvesh Kashyap	25-05-2019		Under Process			29-11-2021
3	IB-02(PB)/2017		Nikhil Metha & Sons (HUF) & ors	M/s AMR Infrastructure		Principal Bench			Mr. Vikram Bajaj bajaj.vikram@gmail.com	10-05-2018	Operational Creditor	Approved By CoC			16-11-2021



S.No	Case No.	Filing Number	Petitioner	Respondent Company / Name of the Allottee	Project	NCLT Bench	GNIDA Claim in (INR Cr.)	FORM C submission date to IRP	Details of Present RP	CIRP Date	Status Given to GNIDA	Resolution Plan Status			Next Date of hearing
<b>NCLT INSTITUTIONAL</b>															
1	IB-1487/ND/2018	710102011972019	Shanivi construction pvt ltd.	Indraprastha gas ltd		Court-IV New Delhi			Mr. Arun Chadha chadharun@yahoo.com Contact-9810286133	15-09-2021	To be decided	CIRP initiated			
2	IB-22(ND)/2018	710102016652018	Oriental Bank Of Commerce	M/s Shekhar Resort Ltd & Ors		Delhi Court III			Mr. Vikram Kumar vikramau@gmail.com	11-08-2018	Opreational Creditor	Yes, approved by NCLT Court.			17-11-2021
3	IA - 232/2021 in C.P (IB) 839/MB/2017	2709138001902020	Commissioner Of State Tax & ors	Shirdi Industry Ltd.		Mumbai Bench - 1			-	The matter tagged.	-	-			
<b>NCLT INDUSTRY</b>															
2	1567(PB/2018)	710102022572018	M/s. National Products	Delhi Control Devices Pvt. Ltd.		Principal Bench	0.36	03.07.2020	Mr. Ashok Kumar Gupta, E-mail Id- cmaashokguptal@gmail.com	15-02-2019					29.11.2021
3	132(PB)/2017	710102413072017	Punjab National Bank	Samtel Color Lab		Principal Bench	41.97	27.07.2020	Mr Sanjay Gupta(Liquidator)	04-07-2018	To be decided				
4	(IB)-580(PB)/2017	710102410542017	M/s Duane Park Pvt. Ltd.	M/s Zynke Exports Pvt. Ltd		Principal Bench		27.07.2020	Mr .Gaurav Katiyar(Liquidator)	08-06-2018	To be decided				30.11.2021