

REQUEST FOR PROPOSAL (RFP)
FOR
ENGAGEMENT OF LEGAL ADVISOR (“LA”)
FOR

**Strategic sale of stake of Telecommunications Consultants
India Limited (“TCIL”) in Tamilnadu Telecommunications
Limited (“TTL”)**

By
Telecommunications Consultants India Limited (“TCIL”)

RFP No.: TTL-LA-1/2025

Dated: 22-04-2025

Address: Telecommunications Consultants India Limited (TCIL)
TCIL Bhawan, Greater Kailash – I,
New Delhi 110048

Tel No. : 011-26202313 / 26202120 / 26202126

E-mail : jramesh.kannan@tcil.net.in / vishal.kohli@tcil.net.in

SCHEDULE OF IMPORTANT INFORMATION AND TIMELINES/CRUCIAL DATES

Sl. No.	Head	Description
1 .	RFP Submission Mode	RFP are being invited through physical / manual bids.
2.	Availability of RFP Document	RFP document can be downloaded from TCIL (www.tcil.net.in), TTL (www.ttlofc.in) and GEPNIC (www.etenders.gov.in) websites after its publication.
3.	Date for publication of RFP document on websites	22.04.2025 (1800 Hrs.)
4.	RFP document download start date	22.04.2025 (1800 Hrs.)
5.	Bid/offer submission start date	22.04.2025 (1800 Hrs.)
6.	Clarification end date	26.04.2025 (1800 Hrs.)
7.	Response to clarification date	30.04.2025 (1800 Hrs.)
8.	Bid/offer submission end date	14.05.2025 (1800 Hrs.)
9.	Technical Bid Opening date	15.05.2025 (1500 Hrs.)
10.	Financial Bid Opening date	19.05.2025 (1500 Hrs.)

REQUEST FOR PROPOSAL (RFP) DOCUMENT

Engagement of Legal Advisor for Disinvestment of 49% stake of Tamilnadu Telecommunications (TTL), by Telecommunications Consultants India Limited (TCIL) - Request for Proposal.

1. INTRODUCTION

1.1 TCIL has received requisite approval from the Department of Telecommunications (DoT), for disinvestment of TCIL's 49% stake from its subsidiary company viz. Tamilnadu Telecommunications Limited (TTL) through along with transfer of management control.

1.2 Tamilnadu Telecommunications Limited (TTL) was set up in 1988, a three way joint venture of Telecommunications Consultants India Limited (TCIL), a Government of India Enterprise under the Ministry of Communications, which renders Consultancy Services and undertake Turnkey Projects in all Fields of Telecommunications in India and abroad, Tamilnadu Industrial Development Corporation Limited (TIDCO), a Govt. of Tamilnadu Enterprise, which is responsible for development of industry in the State of Tamilnadu, India and Fujikura Limited of Japan, A leading manufacturer of Optical Fiber Products in the world. TTL shares are currently listed on BSE and NSE.

Telecommunications Consultants India Limited (TCIL), a 100% GOI owned CPSE, holds 49% shares (2,23,83,700 equity shares of Rs. 10/- each) in Tamilnadu Telecommunications Limited. TCIL is proposing to disinvest its entire shareholding viz. 49% in TTL.

2. Proposal:

2.1 TCIL, requires the services of one reputed Law Firm with experience and expertise in Mergers & Acquisitions / takeovers / strategic disinvestment to act as Legal Adviser in facilitating / assisting TCIL in the process of Disinvestment of 49% stake in TTL, till completion of the transaction, unless called off by TCIL.

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

3. Scope of Work

- (i) Review and advise on all legal contracts, titles of property assets/land/real estate, intellectual property rights, bilateral rights, slots, leases, intangible assets, loan agreements, and contracts with employees, etc.;
- (ii) Review of Preliminary Information Memorandum (PIM) / RFP / EOI and Confidential Information Memorandum (CIM) specifically with respect to disclosures relating to titles, land and property, intellectual property rights, litigations and any other disclosures in the information memoranda which may needed to be vetted legally;
- (iii) Review of RFP / PIM / EOI document/(s);
- (iv) Drafting of transaction related documents including :
 - Confidentiality Agreement(s)/share purchase agreement(s)/shareholders agreement(s)/ Non-compete Agreement(s), etc.
 - Any other ancillary agreement(s) as may be required to assist in the closure of the transaction(s);
- (v) Advise and assist in arrangements for the due-diligence exercise and data room (e-data and/or physical) preparation;
- (vi) Advise on the structure of the transaction/(s) including, as may be required, 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 subsidiaries/transfer of business to subsidiary/(ies) or a shell company/(ies), etc.
- (viii) Assistance as may be required, in negotiations with the potential Strategic Partner(s), including advising in legal matters during and on the disinvestment process;
- (ix) Facilitate closure of the transaction;
- (x) Assist in any issues that may arise in connection with the transaction;
- (xi) Law Firm would have to work in close coordination with the Transaction Advisor/(s) and other intermediaries appointed for the transaction by TCIL / TTL.
- (xii) Advice TCIL, on various compliance related to SEBI, Stock Exchange Listing regulations and Companies Act, which would be required in connection with this transaction.

3.1 The Scope of Work mentioned above is 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 Legal Advisor by TCIL will also form an integral and mandatory part of the Scope of Work.

4. Eligibility Criteria:

4.1 The domestic law firm should be a reputed professional firm having experience of at least 5 years in providing advisory services for strategic disinvestment or strategic sale or Merger & Acquisition activities or private equity investment transactions etc.

4.2 Bidders should have advised, handled and successfully completed either one transaction of merger / acquisition / takeover / strategic disinvestment/private equity investment transactions of a listed/unlisted company of the size of Rs. 115 Crore (Rupees One Hundred & Fifteen Crore) or two transactions of Rs. 70 Crore (Rupees Seventy Crore only), between the period from 01.04.2022 to 31.03.2025 (such experience shall be in relation to India).

5. Proposal Format & Technical Evaluation Criteria

5.1 Interested Law Firm may submit their Proposal in the following format:

5.1.1 Merger / Acquisition / Takeover I Strategic disinvestment I Private Equity Experience: (Weightage for evaluation 25/100)

(i) **Profile of the organization**

(ii) Capability, capacity and previous experience of the Firm and expertise in handling such assignments

(iii) Demonstrate ability to work with Company / PSUs and in coordination with Transaction Advisors and other intermediaries as a part of team.

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

(i) Details of infrastructural facilities like office, manpower etc. in India.

(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 and the time allocation of each member.

5.1.3 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 / Private Equity transaction, i.e. SEBI, Companies Act, Stock Exchange Listing regulations, FDI, etc.
- (ii) Indicate the expertise in handling the regulatory requirements and securing the required approvals from the concerned authorities.
- (iii) Demonstrate understanding of the legal, policy & regulatory issues in regard to Steel Sector including Acts & Rules, leasing agreements, etc.

5.1.4 Indicative Timeline: (Weightage for evaluation 10/100)

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

5.1.5 Strategy for the Strategic Disinvestment: (Weightage for evaluation 25/100)

- (v) Indicate intended approach to the proposed transactions including the sequencing of the activities involved in the transaction.
- (vi) 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.

6.1 Submission of Proposal

The proposals are required to be submitted in three covers as per the following instructions:

(i) Cover-I (physical):

- (i) EMD amount shall Rs. 50,000/- (Rupees Fifty thousand only). EMD will be refunded to the unsuccessful bidder.

EMD amount can be submitted in the form of Demand Draft (DD) drawn in favour of “Telecommunications Consultants India Limited” payable at New Delhi along with the bid, or in the form of a Bank Guarantee (BG) in the prescribed format (Annexure-V) from

a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Details of beneficiary for issue of BG under SFMS Platform is as below:

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Account No	000705005880
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFS Code	ICIC0000007

Note: Bids received without Bid Security (EMD) may be summarily rejected. Further, registered MSMEs shall be exempted from payment of EMD as per extant instructions.

- (ii) Authority letter relating to the authorized signatory;
 - (iii) Furnish an Affidavit-cum-Undertaking as per Annexure-I relating to 'no conviction' and 'no conflict', duly signed by the authorized signatory;
 - (iv) Confidentiality Undertaking in the Format at Annexure-II;
 - (v) Certificate on unconditional bid in the format at Annexure-III. Please note that bids with conditionality shall be summarily rejected;
 - (vi) Certificate that in case of selection and appointment, a Performance guarantee of 10% of the fee quoted would be given in the form of bank guarantee initially for a period of one year and extended further on yearly basis till completion of the assignment.
 - (vii) Certificate that in case any of the members of the deal team indicated in EoI is not available for any reason like resignation, etc. a person of equivalent qualification and experience would be made available with the concurrence of TCIL.
- (ii) Cover-2 (Physical):
- Technical bid along with all schedules, certificates & Annexures, duly filled in, page numbered and signed by authorized signatory of Bidder as per format in Para-5 of this RFP Document.

(iii)Cover-3 (Physical):

The Financial Bid should be submitted in the format as per Annexure-IV.

6.2 The Proposals (technical bids) will be opened by the Tender Opening Committee in the presence of the bidders as per schedule given in Important information and timelines / crucial date sheet in TCIL Bhawan, GK – 1, New Delhi 110048.

6.3 TCIL reserves the sole right to accept or reject any or all Proposals thus received without assigning any reasons thereof.

6.4 Financial Bid to be opened only of those parties who qualify in the technical evaluation. Please note that bids with any conditionality shall be summarily rejected.

7. Procedure for selection:

7.1 TCIL would evaluate the Bidders on the technical evaluation criteria mentioned in paragraph 5 of RFP based on the Proposals received and shortlist them for the purpose of opening of their Financial Bids. Only the parties scoring 70 marks/score out of 100, will be technically short-listed.

7.2 After the short-listing of Bidders based on their score, TCIL would open the Financial Bids of only the short-listed Bidders. The short-listed bidders, if so desire, may be present at the time of opening of the financial bids.

7.3 Only one Legal Advisor shall be appointed. The technically qualified bidder with the lowest quote shall be appointed as the Legal Advisor. However, TCIL reserves the right to award the work to anyone of the Legal Advisors other than the Legal Advisor with the lowest quote, without assigning any reason and decision of TCIL shall be final in this regard.

7.4 Sub-contracting of the assignment will not be allowed. The appointed legal advisor shall be solely responsible for all the required final deliverables.

8. Requirements for Financial Bids

- a. The Bidder is required to quote a Fixed Lumpsum Fee for aforesaid scope of work in Indian Rupees exclusive of GST.
- b. In case of mismatch in number and the words quoted; the figure in words will be taken as correct for all purposes, including evaluation of financial bids.
- c. The Fee quoted by the bidder shall remain Fixed till successful completion of transaction.

d. 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.

e. The Bidder will be liable to pay taxes applicable as per law.

9. Drop Dead Fee

9.1 A drop-dead fee of Rs.3,00,000 (Rupees Three Lakhs only) would be payable to the appointed Legal Advisor in case the transaction is called off. The payment of dropdead fee would be made as under:

(a) 10%, if the transaction is called off after issue of RFP for inviting Eols from the prospective buyers.

(b) 50%, if the transaction is called off after the data room has been set up and the due diligence by the prospective buyers completed.

(c) 100%, if transaction is called off after the documents based on which the financial bids are to be invited have been frozen by TCIL / the Govt.

10. Performance Guarantee:

10.1 Successful bidder will have to deposit performance security @ 10 % of contract value in the form of Bank Guarantee for the period of contract on year to year basis. Performance Security money will be forfeited in case of violation of any of the terms and conditions of the RFP document. The format of Performance Bank Guarantee is given in Annexure-VI.

10.2 In case the selected bidder fails to submit performance guarantee within the time stipulated, TCIL at its discretion may cancel the assignment to the selected bidder without giving any notice.

10.3 TCIL shall invoke the performance guarantee only in case the selected bidder fails to discharge their contractual obligations during the period or in case TCIL incurs any loss due to selected bidder's negligence in carrying out the assignment as per the agreed terms & conditions.

10.4 If the transaction falls through on account of the non-deliverance of the LA (as per the Scope of work and Terms of Reference) then the complete Performance Guarantee would be confiscated.

11. Terms of Payment:

The fee to the selected Bidder shall be paid in Indian Rupees after successful completion of the aforesaid transaction.

12. CONSTRUCTION AND INTERPRETATION

The Agreement between TCIL and the Legal Advisor, including this RFP, shall be interpreted harmoniously. The documents shall be read as a whole for its correct meaning and interpretation.

13. NON-ASSIGNMENT

Except as may be expressly agreed in writing by TCIL, the successful bidder shall not assign its rights or obligations under the Agreement (Proposal, as Accepted) to any other party.

14. TERMINATION

The award of work on the successful bidder may be terminated by TCIL, if the said bidder becomes bankrupt or is dissolved, or ceases to exist or if the bidder unreasonably delays in carrying out the work entrusted to it.

15. Governing Law and Jurisdiction

This RFP and the subsequent agreement between the Parties shall be interpreted by and shall be governed and construed in accordance with the laws of India, without giving effect, if applicable, to the principles of conflict of laws. The Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

16. Arbitration

Any claims, questions, controversies or disputes which arises between the Parties to this RFP/Agreement concerning its construction or application, or the rights, duties or obligations of any Party hereunder, or arising from termination hereof, shall be referred to arbitration by a Sole Arbitrator appointed as per the Arbitration and Conciliation Act, 1996. The Sole Arbitrator shall be a person of great repute and unconnected to either party. The proceedings shall be in English, the laws of India shall be applicable and the place shall be New Delhi. The Award shall contain reasons and be final and binding on the parties.

AFFIDAVIT CUM UNDERTAKING

(To be executed on a non judicial stamp paper of Rs.500)

We, the undersigned ('Bidder') are submitting our bid in respect of the Request for Proposal No Dated [] ("Bid") issued by Telecommunications Consultants India Limited (TCIL) 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 in India 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) during the last ten financial years.
- (3) No enquiry/investigations for any Grave Offence is pending in India 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 Offenses 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 is 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 TCIL 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 TCIL and granting of such approval shall be the sole discretion of TCIL 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 Target Company during the term of our engagement in respect of the Proposed Transaction without prior written approval of the TCIL and granting of such approval shall be the sole discretion of TCIL 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 TCIL, 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, TCIL 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. TCIL may also terminate our engagement for the Proposed Transaction, in whole or in part, if such termination is absolutely necessary in view of TCIL to avoid the appearance of a Conflict of Interest.
 - (ii) TCIL 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(s) 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 TCIL and shall be bound to inform them without any delay and shall voluntarily withdraw from the Proposed Transaction failing which TCIL 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 meaning as set out below:

- 1 . Advisor means the Bidder and includes bidder(s) who have been selected for the Proposed Transaction by TCIL 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 TCIL/ Target Company 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 giving 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 TCIL/ Target Company.
 - (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 TCIL/ Target Company as part of Advisor's engagement obligations/duties.
 - (iv) In relation to a strategic sale by TCIL, the Advisor has taken up engagement with buyer/potential buyer of such current 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 in conflict of their professional duties towards TCIL/Target Company in respect of the Proposed Transaction or result in it being given an unfair competitive advantage to any other person.

3. Target Company means TTL (Tamilnadu Telecommunications Limited).
4. Competitor of the Target Company means an Entity that is engaged in the business substantially similar to the business of the Target Company. Business of an Entity shall be deemed to be substantially similar to the business of the Target Company if turnover or profit of such Entity from the business activity/(ies) in which the Target Company is 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 TCIL/Target 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 TCIL/Target Company as described in bid no []I, issued by TCIL.
8. Senior Managerial Personnel means Managing Director, Company Secretary, Chief Executive Officer, Chief Financial Officer or persons having equivalent positions and all such other employees of the Entity who are members of its core management team and comprising all members of management one level below the executive directors and include the functional heads but excluding Board of Directors.
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 20% (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:	
Addresses of Bidder: Registered Office: Corporate Office: Tel/Email:	
Constitution of the Bidder	Company/Partnership/LLP/Others (If selected others, please provide the nature of constitution)
SEBI registration no, if registered with SEBI	
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	Relation-ship with the bidder	Name of the investiga-ting agency	Nature of pending enquiry/inve-stigation 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 Conflicts exit/may arise	Relation- ship 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 Tamilnadu Telecommunications Ltd. (TTL), which will be provided to [Name of the bidder] for counsel 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 TCIL.

It is further certified that the valuation reports and other relevant documents, which are to be submitted by [Name of the bidder] to TCIL will not be disclosed to any other agency/person without prior permission of TCIL 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,

TCIL,

TCIL Bhawan, New Delhi

Dear Sir,

This is to certify that the fee quoted by us for engagement as Legal Advisor for strategic sale of stake of TCIL in TTL is in accordance with the terms and conditions laid down in the RFP and is unconditional.

Seal with signatures of authorized signatory of the Bidder

Format of Price Bid on the Letter Head of the Bidder

Tender Inviting Authority: Telecommunications Consultants India Limited (TCIL)

Name of the Work: Request for Proposal (RFP) for engagement of Legal Adviser for Strategic Disinvestment of TCIL's stake in TTL.

RFP No.: TTL-LA-1/2025

Sl. No.	Item Description	Fee (in figures) to be entered by the bidder excluding GST in INR	Fee (in Words) to be entered by the bidder excluding GST in INR
1.	<p>Fixed Lump-Sum Fee in Indian Rupees excluding GST</p> <p>All other taxes / duties and expenses will be borne by-----[name of the bidder]</p>		

Note:

- 1) In case of mismatch in figure and the words quoted; the fee in words will be taken as correct for all purposes.
- 2) Since the bid is exclusive of GST, any additional liability of tax that may arise either on account of change in tax rate or additional taxes by the Central or State Governments, shall be the responsibility of the bidder. The fees would be paid along with applicable GST after deducting 'Tax Deducted at Source' (TDS) as applicable.

Seal with signatures of authorized signatory of the Bidder

BID SECURITY / EMD (BANK GUARANTEE FORMAT)

Whereas (hereinafter called “the Bidder”) has submitted its bid dated in respect of EOI No. dated KNOW ALL MEN by these presents that WE OF having our registered office at (hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “TCIL”) in the sum of Rs. for which payment will and truly to be made of the said TCIL, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the TCIL during the period of bid validity
 - (i) fails or refuses to perform its obligations under the Contract, if required; or
 - (ii) The proceeds of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the agreement / PO / tender by the bidder.

We undertake to pay to TCIL up to the above amount upon receipt of its first written demand, without TCIL having to substantiate its demand, provided that in its demand, TCIL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Address of witness

Signature of the Bank Authority

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

PERFORMANCE GUARANTEE FORMAT

(TO BE ISSUED BY A DELHI BRANCH)

M/s Telecommunications Consultants India Ltd.,

TCIL Bhawan, Greater Kailash-I

New Delhi – 110 048 (INDIA)

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No: _____

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials/Services as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

The proceed of performance security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/RFP by the vendor.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signatory

Manager

Seal of Bank

Contact details

Note:

Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. TCIL's bank details are as under:

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Account No	000705005880
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFS Code	ICIC0000007