

REQUEST FOR PROPOSAL (RFP)

FOR

**Selection of Knowledge Partner for High
Commission of India, London's**

Defence Market Research Programme

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SECTION 1 : DEFENCE MARKET RESEARCH PROGRAMME

Background

1. The High Commission of India in London is to launch a Defence Market Research (DMR) Programme. The scope of the Defence Market Research (DMR) Programme is to identify opportunities and specific segments in which Indian Defence Industry (both public & private) could partner with Defence Industry in the UK & MoD of UK to export their goods and services to the UK and provide professional advice on wide-ranging measures for the Indian Defence Industry to enhance their defence exports to the UK. This will also set the stage for individual firms to explore business linkages with their counterparts in the UK. HCI, London would like to identify a Knowledge Partner point to assist in the conduct of DMR.

Objective of the RFP

2. The objective of this Request for Proposal (RFP) is to engage a **Knowledge Partner (KP)** to assist HCI London to plan, structure, implement, coordinate and monitor the DMR Programme with other Associate Partners (a network of other agencies engaged by HCI):-

Selection Process for the Knowledge Partner

3. Selection of the Knowledge Partner (KP) shall be based on a **Quality and Cost Based Selection (QCBS) system**.

(a) The KP shall be selected through bidding process on Quality and Cost Based System (QCBS).

(b) HCI intends to follow two stage selection process in evaluating the proposals received.

- (c) In the First Stage, technical evaluation will be carried out of those proposals that fulfil the core qualification/ eligibility criteria.
- (d) Technical proposals will be evaluated on the basis of criteria given herein below. Only those applications whose technical proposals score **60** marks or more out of 100 marks shall qualify for further consideration as shortlisted bidders.
- (e) In the Second Stage, financial evaluation will be carried out. Proposals will then finally be ranked according to their combined technical and financial scores.
- (f) 60% weightage shall be given to technical proposal and 40% shall be given to financial proposal. The first ranked consultant shall be selected while the second ranked will be kept in reserve.

Documents Included in the RFP

4. The RFP includes the following documents:-

Section 1	Defence Market Research (DMR)
Section 2	Scope of Defence Market Research (DMR)
Section 3	Scope of Work and Qualifying Criteria for KP
Section 4	Instructions to Knowledge Partners

Suggested Measures to Promote Defence Exports in the UK

5. The schedule for submission of the RFP will be as under:-

Despatch of RFP Document/ Availability on website of HCI London	R Day (Request for Proposal Release Day)
Clarification on points in RFP, if any	R + 5 Day
Last Date for Bid Submission	R + 26 Day
Opening for Technical Bid & Presentation	R + 30 Day
Opening of Financial Bid	R + 32 Day

Decision on Selection of the KP	R + 45 Day
Negotiations with the selected KP & Award of the Contract	R + 52 Day
Commencement of the Work	R + 60 Day
Completion of the Work	R + 150

Address for Communication

6. All communications related to this RFP including the submission of the Proposal shall be addressed to:-

Defence Adviser/ FS (Economics)
High Commission of India
India House, Aldwych
London WC2B 4NA

SECTION 2: SCOPE OF THE DEFENCE MARKET RESEARCH

7. The scope of the Defence Market Research (DMR) Programme is to identify opportunities and specific segments in which Indian Defence Industry (both public & private) could partner with Defence Industry in the UK & MoD of UK to export their goods and services to the UK and provide professional advice to DMR monitoring team on wide-ranging measures for the Indian Defence Industry to enhance their defence exports to the UK.

8. This will also set the stage for individual firms to explore business linkages with their counterparts in the UK. The way ahead and process to be elaborated to link Indian Defence industries with UK industries.

Role and Responsibilities of the KP

9. HCI London will be the owner of the Defence Market Research (DMR) Programme and shall implement the same with the support of a Knowledge Partner (KP) selected for the purpose.

10. While HCI London would be the main overarching & supervising body for the project, the KP will plan, execute and manage the programme including coordinating the programme with Associate Partners or any other agencies .

11. KP shall operate out of the United Kingdom.

12. **Eligibility of the Knowledge Partner.** A well-known consulting firm/ membership organisation/ advisory firms with a sound experience in market research **in** defence sector shall qualify to be considered a Knowledge Partner under the DMR Programme.

13. **DMR Programme Implementation & Monitoring.** HCI London will set up an DMR Programme Team for implementation and monitoring of the DMR Programme on a regular basis. HCI London reserves the right to reconstitute/ add/ subtract to team members of DMR Programme team. DMR Selection

Committee, comprising of relevant stake holders appointed by the High Commissioner of India in the UK (or any representative assigned). The responsibilities of Selection Committee will be executable till finalisation of contract.

SECTION III : SCOPE OF WORK & QUALIFYING CRITERIA FOR KP

14. Function as the lead partner for HCI London for implementation and management of the DMR Programme. It will work closely with HCI London across the DMR programme for its successful planning, implementation, execution, monitoring and publicity of the Programme.

15. KP shall set up a system through a dedicated online portal which will be utilised for communication. Authorised users of DMR Monitoring Team & KP will only have the access & to communicate each other.

16. The status on progress to be uploaded on portal weekly which will be reviewed by DMR monitoring Team.

17. Assist DMR Monitoring Team in organising the kick-off event of DMR after agreeing on the framework.

18. Representatives from DMR Monitoring Team will participate in all the meetings called by HCI London in connection with the implementation of the DMR Programme.

19. Manage the publicity of the DMR on behalf of the High Commission in consultation with the High Commissioner

20. Knowledge partner will provide a list of companies to DMR Monitoring Team 15 days prior to completion of research. A meeting before submission of report on research can be arranged with the listed companies to know the out

come of research. The listed companies to be informed about the way ahead for connecting with Indian Defence industries.

21. **Liaison with DMR Partners.** The KP is expected to liaise with other Associate Partners. The KP shall not levy any charges on the participating companies for the services provided by other DMR Associate Partners.

22. **Implementation of the DMR by KP.** KP shall put up an implementation schedule detailing the various components and timeline to be agreed upon by HCI London.

23. **Period of Engagement.** The period of engagement for completion of research would be for 90 days from the date of its commencement.

24. **Mode of Selection of Knowledge Partner.** The Techno-Commercial proposals are to be submitted in detail as indicated in the following Sections. The weightage for evaluation of the KP in respect of each criterion has been indicated against each Section:-

(a) **Section A – Experience and Capabilities in Handling Similar Transactions as Advisers/ Consultants**

(Weightage for evaluation 25/100)

(i) Profile of the organisation with full particulars of the constitution, ownership and business activities of the prospective bidder. In case of consortium bids, the particulars of the coordinating firm having the principal responsibility for the mandate (Consortium Leader) as well as those of other partners may be furnished along with letters of acceptance from each partner. The responsibility of the consortium bidders shall be joint & to propose common objective. The obligations of bidders to be set out through the consortium agreement & be submitted with the techno-commercial proposal.

(ii) Unabridged Annual Reports or audited financial accounts for the last three years of the firm submitting the Proposals and of each consortium partner, if applicable.

(iii) The relevant contract/ agreement of handling similar projects in the past be submitted with their techno-commercial proposals. If any feedback of consulting company is available, the same also needs to be submitted.

(iv) The detailed proposal for handling the DMR Programme be prepared for handling the project. It will be compared to their past experience & further any enhancement carried out of not.

(b) Section B – Past Performance with HCI London/ Government of India/ State Government in India or their Agencies

(Weightage for evaluation 10/100).

(i) Whether the bidder (s) dealt the similar projects in past with HCI London/ Government of India/ State Government of India or their agencies?

(ii) If so, the major achievement, composition of team and qualitative approach towards the project be submitted.

(iii) The conceptual approach understood by the dealt team & time frames given to the response to the queries of the customer be specified with the techno-commercial proposals.

(c) Section C-Core Team Qualification & Manpower Commitment to the Deal

(Weightage for Evaluation 10/100)

(i) Details of core team that will be handling the proposed issue, their status in the organisation, their background, qualification, experience and present addresses, telephone numbers – office,

residence, mobile, email etc – hands-on experience should be furnished.

(ii) Separately, similar details in respect of the supervisory team may be indicated.

(iii) Details of other professionals who would provide back up support may also be indicated separately. An undertaking is also to be given that if during the process, any of the core team members is not available due to resignation etc. another person of the same qualification and experience would be made available with concurrence of the HCI London.

(iv) Names of two Point of Contact (PoC) which will be the nodal point to work & communicate with DMR Monitoring Team.

(d) **Section D-Marketing Strategy & Market Support**

(Weightage for Evaluation 10/100)

(i) The methodological approach for marketing strategy to be clearly laid out. The approach should bring out the methods which will be used for marketing such as hosting physical events/ Road shows or online media etc.

(e) **Section E-Local Presence and Commitment to the Programme**

(Weightage for Evaluation 15/100)

(i) A brief note evidencing the Bidders presence in London and more widely in the UK as well as in India. In both qualitative and quantifiable terms with specific reference to research teams and details of available infrastructure may be furnished. The details shall include manpower deployed in various sectors, details of offices and

other relevant information. **The complete coverage area within UK as well as India may be indicated.**

(f) **Section F-Research Capability**

(Weightage for Evaluation 30/100)

(i) The bidder's capability as well as strength in research be specified which covered inside the country, region and global.

(ii) What are the ratings achieved by international survey on their research?

(iii) The specific sector/ areas where the research carried out? Research carried out in Defence industry sector be separately brought out.

(iv) The resources used, costing & professional background of the team involved in the research be submitted.

25. **Project Duration & Terms of Programme.** Payment of the agreed lump sum fees as agreed in the contract with the KP will be done in two phases after completion of different stages of work:-

<u>Duration</u>	<u>Payment</u>
After Phase 1 (<i>Collation of Market Research</i>)	25%
After Phase 2 (<i>Analysis of Collated Market Research</i>)	25%
After Phase 3 (<i>Professional Advise on measures for enhancing Defence Exports & Conclusion of Research</i>)	50%

Possibility to extend/ renew/re-engage the contract/ agreement subject to extension of the DMR by HCI London

SECTION IV: INSTRUCTIONS TO KNOWLEDGE PARTNERS

Bid submission Process

General Terms of Bid Submission

26. Interested Bidders would be required to make a presentation of their credentials, in the format prescribed in paragraph 25 above, before a Selection Committee (SC) at High Commission of India in London, Aldwych, WC2 B4NA. The time / date of the presentation will be posted on the website of High

Commission of India in London in due course. Only the Team Leader of the Core Team shall make the presentation.

27. The SC would evaluate the Bidders on the criteria mentioned in paragraph 25 above based on their presentation and Proposals received and shortlist them for the purpose of opening of their Financial Bids. After the short listing of Bidders based on their presentations, SC would open the Financial Bids of only short listed Bidders. The short listed bidders, if they so desire, may remain present at the time of opening of the financial bids. The qualifying marks and the marks scored by the short listed bidders will be announced before opening of the financial bids.

28. The marks scored by the short listed bidders in the technical evaluation will then be given a weightage of 60. Similarly, the financial bids of the short-listed bidders will be given a weightage of 40. The score on the basis of Combined Quality Cum Cost based system (CQCCBS) of technical and financial bids will determine the highest points/marks H1, H2, H3 and so on.

29. The party scoring the highest points/marks (H1) based on the above principles would be invited for signing the contract. After contract negotiations are complete, the HCI London will promptly notify other Knowledge Partners on the shortlist that they were unsuccessful.

30. It may be noted that the Knowledge Partner should bear all the costs associated with the preparation and submission of his/her bid and HCI London will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

31. The bids are to be submitted in English language and will be accepted only **in British Pound Sterling**. Any bid in any denomination other than Pound Sterling shall be summarily rejected. The amount should be mentioned both in figures and words. In case of mismatch between the two, the amount mentioned in words would be considered final. The fee quoted by the Bidder should be inclusive of all the applicable taxes, cess, duties etc. The fee quoted should be minimum £ 1.00 (GBP one) or in multiples of £1.00 (GBP one).

32. Two copies of the Technical bid are to be submitted, one in original duly signed by the competent authority and the other a copy thereof. The KP is also required to submit a softcopy of the Technical Bid-documents (in MS Office formats) and ensure consistency between the hard-copy and the soft-copy that is submitted to HCI London in all respects. One hard copy of the Financial Bid would suffice and no soft copy of the Financial Bid is necessary. Financial bids of only those agencies will be opened who qualify in technical bid.

33. The bids in English language should be signed by the company of the Knowledge Partner or any person duly authorized to bind the company to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that the person is empowered to sign the tender documents and bind the company. All pages of the tender documents except printed brochures, if any, are to be signed by the authorized signatory.
34. The offers submitted should preferably not bear any corrections, alterations, over writings and additions. In such cases, the person/s signing the bid should authenticate such corrections.
35. Failure to furnish information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect will be at the Knowledge Partner's risk and may result in rejection of the bid.
36. Any or all the offers may be accepted or rejected, in full or in part, without assigning any reason whatsoever.
37. HCI London may, at its discretion, abandon the process of the selection associated with this Request for Proposal (RFP) anytime before notification of award.
38. Responses must clearly state the validity period of the bids.
39. All responses including Technical Proposals and Financial Bids would be deemed to be irrevocable offers / bids from the Knowledge Partner and may, if accepted by HCI London, form the basis for the final contract between HCI London and Knowledge Partner.
40. Knowledge Partners are advised to attach a letter from an authorized signatory attesting the veracity of the information provided in the response.
41. Any Technical or Financial Bid submitted cannot be modified after the closing date. However, the Knowledge Partner may modify or withdraw its offer after submission but prior to the closing date and time. HCI London concludes that there shall be no extra costs associated with the same other than the cost quoted by them.
42. HCI London reserves the right to accept or reject any and all bids, to revise the RFP, to request one or more re-submissions or clarifications from one or more KPs, or to cancel the process in part or whole. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes.

43. The KPs submitting the responses should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the KPs, such bids may be disqualified and may not be considered for the selection process.

44. The RFP and all supporting documentation/templates are the sole property of HCI London.

45. By submitting a signed bid, the KP certifies that:

- The KP has arrived at the prices in its bid without agreement with any other KPs of this RFP for the purpose of restricting competition.
- The prices in the bid have not been disclosed and shall not be disclosed to any other KP of this RFP.
- No attempt by the KP to induce any other KP to submit or not to submit a bid for restricting competition has occurred.

46. Each KP must indicate whether or not they have any actual or potential conflict of interest related to contracting services with HCI London. In case such conflicts of interest do arise, the KP must indicate the manner in which such conflicts can be resolved

47. HCI London is not responsible for any assumptions or judgments made by the KPs for arriving at any type of sizing, costing etc. HCI London at all times will benchmark the performance of the KP to the RFP documents and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the KP must make good the same at no extra costs to HCI London, in order to achieve the desired service levels as well as meeting the requirements of these documents.

48. The KP represents and acknowledges to HCI London that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, during its engagement period.

49. HCI London shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. HCI London reserves the right to make any changes in the terms and conditions of this RFP. HCI London will not be obliged to meet and have discussions with any KP, and / or to listen to any representations.

50. The KP is responsible for managing the activities of its personnel and will be accountable for both its own activities and those of its personnel.

51. HCI London shall inform the KP of all breaches and claims of indemnification and shall grant the KP sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the KP). The written demand by HCI London as to the loss / damages mentioned above shall be final, conclusive and binding on the KP and KP shall be liable to pay on demand the actual amount of such loss / damages caused to HCI London.

Two stage bidding process

52. For the purpose of selection of the successful Knowledge Partner, a two-stage bidding process will be followed.

53. The response to the present tender is to be submitted in two parts, i.e. the Technical Proposal and the Financial Bid in separate sealed covers. The Knowledge Partner will have to submit the 'Technical Proposal' separately from the 'Financial Bid'.

54. The 'Technical Proposal' will contain the exhaustive and comprehensive details of approach, methodologies to be followed, assertions, documents and any other collateral the Knowledge Partner would want to submit to HCI London.

55. The 'Financial Bid' will contain the pricing information alone.

Right to Accept / Reject any Applications

56. HCI London reserves the right to accept or reject any or all applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

Amendment of RFP Document

57. At any time, prior to the deadline for submission of Applications, HCI London either on its own or on request of the KP may amend the RFP documents by issuing addendum or addenda. These addenda shall be posted at the website of HCI London and shall be treated as a part of the RFP Documents.

58. HCI London may, at its discretion, extend the deadline for the submission of applications.

Conflict of Interest

59. The Knowledge Partner shall not receive any remuneration in connection with the assignment except as provided in the contract. The Knowledge Partner and its affiliates shall not engage in consulting activities that conflict with the interest of HCI London.

Preparation of Proposal

Instructions related to Technical Proposal

60. The Technical Proposal should furnish the information as per Section III. It shall also include the following:

61. Documents supporting the size of the company, presence in the United Kingdom and India and other countries; service portfolio, fee structure, discounted fee structures or free service package and reference companies should be presented with the Technical Bid.

62. Brief CVs of the Key Personnel who will be engaged for the investment facilitation support: The key personnel whose CVs are provided will continue to be engaged and available for the project throughout the duration of the project. Substitution, will, however be permitted with prior written approval of HCI London if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of HCI London.

63. Detailed technical approach note towards the execution of the project, team deployment plan, methodology of work plan for performing the project. It should also highlight the problems to be addressed along with their importance and explain the technical approach the KP will adopt to address them.

64. The suitability of organization/Knowledge Partner for undertaking the job will be decided on the basis of overall capacity of the organization and relevant experience in similar field and capabilities and experience of professionals selected for taking up the task

65. Failure to comply with the prescribed requirements for evaluation of the proposals shall make the proposal liable to be rejected and the evaluation of Financial Bid shall not be undertaken.

Instructions related to Financial Bid

66. In preparing the financial proposal, Knowledge Partners are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Bid should be in the form of a lump-sum quote as professional fees which the KP would charge HCI London for the entire Project inclusive of all the costs including taxes, applicable service tax, travel costs, if any, associated with the Project etc for the entire project duration for up to one year. HCI London will not reimburse any other expenses other than what is quoted as lump-sum in the Financial Bid.

67. The Financial Bid shall be only in GBP. The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.

68. For the purpose of clarification, it is clarified that the Knowledge Partner will mention an unconditional fee that will be a lump sum inclusive of all taxes (including VAT). The HCI London will only be responsible for reimbursing this lump sum amount quoted in the financial proposal.

69. If HCI London wishes to extend the validity period of the financial proposals, it may ask the Knowledge Partners to extend the validity of their proposals for a stated period. Knowledge Partners, who do not agree, have the right not to extend the validity of their proposals.

Submission, Receipt and Opening of Proposals

70. The Proposal (Technical Proposal and Financial Bid) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.

71. An authorized representative of the firm should initial all pages of both Technical and Financial Bid.

72. The Technical Proposal shall be placed in a sealed envelope clearly marked "Knowledge Partner for Defence Market Research Programme at HCI, London". The Financial Proposal should be placed in a sealed envelope clearly marked "Financial Bid- Knowledge Partner for Defence Market Research Programme at HCI, London". Both the above envelopes shall be placed into an outer sealed envelope bearing the submission address and marked "Technical Proposal + Financial Bid" - "Do not open except in presence of the Selection Committee."

Submission Address:

Defence Adviser/ FS (Economics)
High Commission of India
India House, Aldwych
London WC2B 4NA

73. The completed Technical and Financial Proposal must be delivered at the submission address on or before the Bid Submission Date of _____ before 5:00 PM- UK time. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

74. After the deadline for submission of proposals the Technical Proposal shall be opened by the Selection Committee set up by HCI London to carry out the technical evaluation. The financial bids shall remain sealed till then.

Withdrawal of Proposals

75. No modification or substitution of the submitted Proposal shall be allowed after the due date for submission of proposals. A Knowledge Partner may withdraw its Proposal after submission, provided that the written notice of the withdrawal is received by HCI London before the due date of submission of Proposals. In case a Knowledge Partner wants to re-submit their Proposal, the Knowledge Partner shall submit a fresh Proposal, following all the applicable terms and conditions prescribed in this RFP.

Evaluation of Proposal

76. The proposal shall be first evaluated on the basis of its response to the information documents sought in the RFP document. In case of any material deficiencies in providing the information/ documents in technical proposal and in case any assumption or condition is indicated in the financial bid, it shall be considered non- responsive and liable to be rejected.

77. After the submission of proposal till the contract is awarded, if any bidder wishes to contact the HCI London on any matter related to its proposal, it should do so in writing at the proposal submission address mentioned above. Any effort by the firm to influence the HCI London during the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the firm's proposal.

78. Evaluators of Technical Proposals shall have no access to the Financial Proposals until technical evaluation, is concluded.

Evaluation of Technical Proposals

79. The Selection Committee appointed by HCI London will carry out the evaluation of proposals on the basis of their responsiveness to the RFP, applying the evaluation criteria and point system from Section III. Each responsive proposal will be given a technical score. Technical Proposals will be evaluated first in terms of responsiveness to the RFP and it will be based on the criteria in Section III.

80. The Minimum Technical Score required to qualify is: 60 Points out of 100.

81. A proposal will be considered unresponsive and shall be rejected at this stage if it does not contain the details as required in this RFP document or if it fails to achieve the Minimum Technical Score.

Opening and Evaluation of Financial Bids

82. After Evaluation of Technical Bids by the Selection Committee, the HCI London shall open the Financial Bids of only the qualified bidders on _____. A representative of the Knowledge Partner Company shall have the option to be present at the time of opening of financial bids at HCI London on _____.

83. The Selection Committee of HCI London will determine whether the financial bids are complete, unqualified and unconditional. The Financial Proposals shall be opened publicly on in the presence of bidders representatives who have opted to attend. The name of the bidders, their technical scores and the proposed prices shall be read aloud and recorded when the Financial Bids are opened.

84. Proposals will be ranked according to their combined technical and financial scores, as given in Section IV. The firm achieving the highest combined technical and financial score will be selected.

Negotiations

85. Based on the RFP, draft contract will be shared with the H1 bidder and contract negotiations will be held. If no decision is reached HCI will ask H2 to come in. If financial bid of H2 is less than H1, HCI will accept their bid; if financial bid of H2 is more than that of H1, HCI will ask H2 bidder to work on H1's financial bid. If H2 agrees contract would be signed if not then a similar offer will be made to H3, H4 and so on.

Award of Contract

86. The contract will be awarded to the selected KP following negotiations. After contract negotiations are complete, the HCI London will promptly notify other Knowledge Partners on the shortlist that they were unsuccessful and return the Financial Bids of those Knowledge Partners who did not qualify the technical evaluation.

Corrupt or Fraudulent Practices

87. HCI London requires that KPs under this contract observe the highest standard of ethics.

88. HCI London will reject a bid for award of consultancy work, if it has determined that the KP recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Confidentiality

89. The selected KP for the consultancy services may have access to some confidential information for the purpose of the project implementation. The Knowledge Partner shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors, which shall otherwise render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. HCI London is entitled to be indemnified by the selected Knowledge Partner for any loss/damage to reputation and / or for any breach of confidentiality.