

***Request for Proposal for
Selection of an Indian Law Firm for
providing Legal Advisory Services***

(RFP No. A-50050/18/2024-ESTT. SECTION-DFS)

Department of Financial Services

Ministry of Finance

Government of India

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**GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF FINANCIAL SERVICES**

Sub: Request for Proposal (RFP) for selection of an Indian Law Firm for providing Legal Advisory Services

1. ABOUT THIS RFP

i. Introduction

The financial sector in India has seen a robust growth in the post liberalisation era. The rapid growth of the economy has been complemented by responsive regulations by the government as well as the regulators. However, many laws in the financial sector were enacted before the liberalisation era, and in some cases even before Independence. Over the time, certain provisions may have become archaic and require fine tuning based on the learnings from the past and the contemporary imperatives including the international best practices.

The Department of Financial Services (**DFS**), Ministry of Finance, Government of India, has undertaken a review of existing laws, rules and regulations related to Banking, Insurance, Pension, Financial Institutions, and debt recovery with the objective to amending, simplifying or redrafting of various laws, rules, regulations and policies.

ii. Objective of the RFP

The objective of this RFP is to engage an Indian Law Firm specialized in legislative research and drafting in the field of financial laws related to Banking, Insurance, Pension, Financial Institutions and other related laws, rules & regulations and policies for **a period of 2 years**. The proposed engagement is aimed at assisting DFS in simplification, amendment and redrafting of various laws in the financial sectors to address the needs of a rapidly growing and evolving economy and to make the laws more responsive, principle based and future proof.

DFS intends to engage / select an Indian law firm through GeM customized bidding process. Selection will be made through the Quality and Cost Based Selection Method (**QCBS**) specified under [General Financial Rules, 2017 (**GFR**)]. Since the bids will be received through GeM, the provision for Reverse Auction will also be enabled in the process.

iii. Request for Proposal

The DFS is directly concerned with the functioning of Banking, Insurance, Pension, Financial Institutions, Debt Recovery and other related sectors in India. The Department oversees the key programs / initiatives and reforms of the Government concerning the Banking Sector, the Insurance Sector and the Pension Sector in India; provides policy support to the Public Sector Banks (PSBs), Public Sector Insurance Companies (PSICs),

and Financial Institutions (FIs) such as NABARD, NHB, SIDBI etc; deals with the legislative framework for debt recovery and the legislative and policy issues pertaining to the concerned regulatory bodies i.e. the Reserve Bank of India (RBI), the Insurance Regulatory and Development Authority of India (IRDAI) and the Pension Fund Regulatory and Development Authority (PFRDA).

The DFS, Ministry of Finance, on behalf of Government of India , wishes to engage the services of an Indian Law Firm for assisting in simplification, amendment and redrafting of various laws related to Banking, Insurance, Pension, Financial Institutions, and other related sectors and invites online bids through GeM portal as follows:

- (a) Technical bid (inclusive of Pre-qualification criteria)
- (b) Financial bid (bidder(s) need to quote 2 years lump-sum contract value without GST in GeM portal)

All interested entities / parties, which meet the Eligibility Criteria as prescribed in this RFP, may submit their proposals, as per the guidelines mentioned hereunder, for selection as the ‘Law Firm’ (the ‘**Bidder**’ / ‘**Bidders**’).

Note: All the prospective Bidders are required to submit their bids/proposals through GeM portal only.

iv. Important Dates

- (a) Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- (b) RFP and corrigenda (if any issued in future) shall be published through the GeM portal only.
- (c) The response to this RFP should be full and complete in all respects. Failure to furnish all information as required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal.
- (d) A pre-bid meeting of prospective Bidders will be held through on-line / offline mode as provided in the document and as decided by DFS. The objective of this meeting is to address the queries of the prospective Bidders, related to the Tender.
- (e) The bids will be evaluated through QCBS method that consists of two stage processes i.e. Technical & Financial.
- (f) Any information provided herein is intended only to help the Bidders to prepare a logical bid.
- (g) The DFS reserves the right to cancel the bid process / reject any or all of the bids / enter into agreement with successful Bidder / at its sole discretion.

| Description | Particulars |
|---|-------------|
| Date of Publishing the RFP through GeM portal | 29.05.2024 |

| | |
|--|---|
| Date, Time & Venue of Pre-Bid Meeting | 12.06.2024 at 3:00 pm Conference Hall Jeevan Deep Building |
| Bid Submission Last Date & Time | 28.06.2024 (through GeM portal https://gem.gov.in/) |
| Technical Bid Opening Date, Time and Venue | 01.07.2024 (through GeM portal https://gem.gov.in/) |
| Bid Securing Declaration | Bidders should sign a Bid Securing Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be disqualified from bidding for any contract with any Public Body for a period of up to two (02) years from the date of disqualification. In such scenario, the Bidder shall be given a Cure period of one (1) month before any such action of disqualification is taken. |
| Bid Evaluation | Refer Section 11 of this RFP |
| Websites for downloading Tender Document, Corrigendum, Addendum etc. | https://gem.gov.in/ |
| Bid Validity Period | [90] days from the last date of submission |

Note: For any clarification & queries, the prospective Bidders may please contact Sh Ramesh Yadav, Under Secretary, DFS 011- 23747118

2. TERMS OF REFERENCE / SCOPE OF WORK

The ToR, with respect to Public Policy and Legal Advisory of around 30 acts of Financial Services Sector, is as listed below:

- a) Reviewing of the acts / rules / regulations / policies / guidelines / advisories / memorandums / circulars/notifications/other documents of DFS in the context of best practices in public policy.
- b) Legislative drafting of bills / rules / regulations/notifications/other documents related to the sectors covered by DFS, i.e. Banking, Insurance, Pension, Financial Institutions, debt recovery and other related sectors.
- c) Provide analysis and recommendations for simplification of the laws as may be required in consultation with designated officials in the Government of India.
- d) Update guidelines, rules, regulations, policies, and advisories in line with international best practices and evolving needs of the country.

- e) Legal research and judicial treatment of legal provisions to ascertain the need for amendments and making suitable recommendations.
- f) Stakeholder consultation as may be required with relevant regulators, government departments, judicial officers, lawyers, and industry associations.
- g) Any other work related or incidental thereto as and when communicated by DFS

These provide a general overview of the specific tasks that may be required to be performed for the services. However, they are not definitive or exhaustive in any manner.

3. PRE-BID QUERIES

Pre-bid meeting will be held through offline mode on 12.06.2024 with the prospective Bidders.

4. BID SUBMISSION CRITERIA

The bids must be valid for at least [90] days from the last date of submission of bids. The bids need to be submitted through GeM portal i.e <https://gem.gov.in/> as 'Technical & Financial Bid'

- a) DFS reserves the right to relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of the Government of India without assigning any reasons thereof
- b) DFS reserves the right to modify and amend any of the condition/criterion depending upon requirement priorities and commitments.

5. BID SECURING DECLARATION

Bidders should sign a Bid Securing Declaration (as per format provided at Annexure C.1.) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, they will be disqualified from bidding for any contract with any Public Body for a period up to two (2) years from the date of disqualification. In such scenario, the Bidder shall be given a Cure period of one (1) month before any such action of disqualification is taken.

6. SECURITY DEPOSIT (SD)

The successful Bidder needs to submit 5% of total contract value as 'Security deposit' in the form of Account Payee DD / FD Receipt from a Commercial Bank / Bank Guarantee (including e-BG) from a Commercial Bank / Online Payment i.e., NEFT, RTGS (details of the accounts for online payment will be provided subsequently) upon award of contract towards performance (Validity of Security Deposit should be 2 Years Plus Additional Six Months). The security deposit shall be refunded after successfully completing the contract period. In case of any breach of contract, the successful Bidder shall be blacklisted by DFS/GeM and the Security Deposit shall be forfeited towards such default.

7. TECHNICAL PROPOSAL GUIDELINES

- a) The Technical Proposal should contain a detailed description of how the functional and technical requirements outlined in this RFP are fulfilled. Bidder should provide a comprehensive approach, methodology and the proposed legal manpower resources meeting all the functional and technical requirements of this RFP.
- b) DFS retains the right of the final say in the interpretation of the scope of the work. Since a process can be described in different manners, the Bidder should clearly understand that any possible variations to the processes during the requirements analysis phase from the way they are specified in this RFP should not be considered as deviations or extensions to the original process specifications.
- c) The Bidder is expected to submit their bid in the format specified. Failure to use the specified formats may result in disqualification of the proposal.
- d) The Technical Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP should not be included in the proposal by the Bidder.
- e) The Bidder is requested to provide documentary evidence of experience, methodology or any other relevant information in the Technical Proposal. The Bidders are not expected to attach any promotional material or brochures with the proposal.
- f) The Bidder shall number all the pages of the Technical Proposal including the annexure and other attachments. All pages should be signed by the applicant or an authorized signatory.

The Technical Proposal shall include the following major sections:

- **Section I – Understanding of Scope**
- **Section II – Proposed Approach and Methodology**
- **Section III – Proposed Legal Manpower Resources**
 - Qualification, and Experience of the legal manpower proposed for the scope of work.
 - Any exceptional or recognized work accomplished for Central / State governments or its agencies.
- **Section IV – Proof of Similar work done in Past**
 - Details of work to be submitted as per Technical Evaluation Criteria Sheet.
 - The work award date should not be before 01 April 2020.
 - Bidders to submit relevant copies of work orders.
- **Section V – Quarterly Milestone Targets**

- A detailed report on Quarterly Milestone Targets shall be submitted for Technical Evaluation and for review and modification, if required, for signature, on award.
- **Section VI – Exit Management**
 - An Exit management plan shall be submitted for Technical Evaluation and for review and modification, if required, for signature, on award.
- **Section VII – Undertaking / Declaration:**
 - Agreement to comply with all Terms and Conditions of the RFP and maintain impartiality and confidentiality.

Note: Additional information directly relevant to the scope of work mentioned in the RFP may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental documents.

8. BID SUBMISSION INSTRUCTIONS

- a) The prospective Bidders need to submit all relevant supporting documents prescribed in the prequalification eligibility and technical bid evaluation criteria under the technical bid documents uploading section of GeM portal.
- b) The lump-sum contract rate for two years' service should be quoted by the Bidders on the basis of their proposed quarterly charges without GST in GeM portal. The GST will be extra as applicable.
- c) Before finalizing the bid, the successful Bidder needs to provide break-up for the lumpsum quoted amount for two years as per **Annexure-C.10**.

9. RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSAL(S)

DFS reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby assigning any reason or incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for DFS's action. DFS will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bids/entries to be submitted in accordance with the conditions listed in this RFP.

10. NOTIFICATION OF AWARD

The Contract will be awarded to the successful bidder emerged out of QCBS method in GeM portal. In case the tendering process has not been completed within the stipulated period, DFS reserves the right to extend the validity period of the bid .

The notification of award will constitute the initial formation of the contract which shall be valid till the execution of the agreement between the parties.

11. BID EVALUATION

i. Tender Evaluation Committee

- (a) The Tender Evaluation Committee constituted by the DFS shall evaluate the Bids received through the GeM portal.
- (b) **The decision of the Tender Evaluation Committee in the evaluation of the Technical (including Pre-Qualification) and Financial bids shall be final.** Technical Bid evaluation is to ensure that the proposed solution by the Bidder meets the functional/technical requirements as outlined in the RFP Document. No correspondence will be entertained in this regard. Tender Evaluation Committee will evaluate the bids. It is the Tender Evaluation Committee's intent to select the bid that is most responsive to the services and each bid will be evaluated using the criteria and process outlined in this section.
- (c) To qualify the Technical Bid Evaluation, the Bidder must conform to all the requirements stated in the RFP document and score at least 80% in technical evaluation criteria as mentioned in **Annexure B**.
- (d) Financial bids of only those Bidders who qualify the technical bid evaluation will be opened. Actual final selection would be based on Quality and Cost Based Selection Method (**QCBS Method**) as stipulated in the GFR Rules in the following manner: *“relative weightage of technical bid to financial bid will be in the ratio of 80:20 and the proposals with the highest weighted combined score (technical bid and financial bid) shall be selected”*.
- (e) The Bidders shall receive a financial bid score based on percentile scoring on the basis of their quoted price from lowest to highest.
- (f) The final **combined bid score (“CBS”)** of each Bidder shall be calculated by assigning a **relative weightage to the technical bid score and the financial bid score of 80:20**, and combining these in the aforesaid ratios.

ii. Pre-qualification Evaluation

- (a) The Bidders must have furnished a self-justified summary of pre-qualification eligibility along with the necessary documents (as per Annexure C.9) to establish their eligibility (indicating the page number in the bid) for each of the items given for which the bid is submitted as per **Annexure A: ELIGIBILITY CRITERIA**. Relevant portions in the documents should be highlighted. If a bid is not accompanied by all the necessary documents, it will be summarily rejected. The Bidders should avoid duplication of the documents.
- (b) A bid that does not fulfil all the stipulated eligibility conditions/criteria will not be considered further for evaluation of technical norms of technical bid.

iii. Technical Bid Evaluation

- (a) Tender Evaluation Committee constituted by the DFS will carry out a detailed evaluation of bids to the RFP and all supporting documents/evidence. Technical

Bids received will be evaluated to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the Bidders and shall evaluate the same as per the evaluation criteria specified in **Annexure B: TECHNICAL EVALUATION CRITERIA** of this RFP. In the event of inability to submit requisite supporting documents / evidence, bid shall be completely rejected.

- (b) **Proposal Presentations:** The Committee shall invite each Bidder to make a Presentation. The purpose of such presentations would be to allow the Bidders to present their proposed approach to the Tender Evaluation Committee and the key points in their respective proposals. The presentation will carry 20 marks in Technical Evaluation criteria as mentioned in **Annexure B**.
- (c) The technical evaluation of Bids will be carried out to ensure technical and functional compliance with requirements mentioned in the RFP. For all technically qualified Bidders the financial bids will be opened for further evaluation.
- (d) DFS will evaluate the bid based upon its clarity and the directness of its response to the requirements of the services as outlined in this RFP.
- (e) DFS reserves the right to ask for more information in terms of client name, experience or deliverables and the Bidder is required to provide details about the information enquired.
- (f) The Tender Evaluation Committee reserves the right to reject any or all proposals or seek amends on the basis of any deviations.
- (g) The Technical Proposal will be evaluated on the criteria mentioned in **Annexure A and Annexure B**. A Bidder scoring eighty (80) marks or more will be declared as technically qualified Bidder.

iv. Financial Bid Evaluation

- (a) Financial bids of only the technically qualified Bidders shall be opened by Tender Evaluation Committee. The Financial bid evaluation will take into account the information supplied by the Bidders in the Financial Bids, and the Bidder shall be awarded the work / contract through QCBS method as described in this RFP.
- (b) Financial bid evaluation will be carried out after determining whether the Financial Proposals are complete, qualified and unconditional. The lump-sum contract value without GST quoted by the Bidder for two years shall be considered for this purpose. Omissions, if any, shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the Bidder.
- (c) The lump-sum contract rate for two years' service needs to be quoted by the Bidders on the basis of their proposed quarterly charges **without GST in GeM portal**. The GST will be extra as applicable.
- (d) Mention of any condition in the financial bid will lead to summary disqualification of the entire bid and cancellation of selection.

- (e) The Bidders (found eligible in Technical & Financial Bid evaluation) shall be ranked on the basis of their Technical & Financial score i.e. 80:20 ratio through QCBS calculation method by GeM portal which will be final and binding on all parties.
- (f) The Bidder who is getting highest rank in the QCBS method shall be declared as 'Successful Bidder' in the GeM portal.

12. APPOINTMENT OF SUCCESSFUL BIDDERS

i. Award Criteria

As per the GeM system, QCBS calculation, the Successful Bidder will be declared in GeM portal and accordingly DFS shall place award contract to the Successful Bidder at the lump-sum amount quoted (without GST) for providing services for 2 years.

ii. Security Deposit (SD)

Upon award of contract through GeM portal, the Successful Bidder needs to furnish 5 % of total contract value towards SD as mentioned in the Clause 6 of this RFP before signing the contract.

iii. Signing of Contract

After DFS awards the contract through GeM portal, the Successful Bidder must sign the contract within 21 days of notification of award. Successful Bidders shall comply with the provisions of the Advocates Act, 1961, and shall also execute a confidentiality agreement and non-disclosure agreement with the DFS, in the format as provided by the DFS during the grant of work award. The Quarterly Milestone Targets and the Exit Management Plan shall be a part of the Contract, to be signed by the successful bidder.

iv. Failure to Agree with the Terms and Conditions of RFP

Failure of the Successful Bidder to agree with the proposed contract terms & conditions of this RFP shall constitute sufficient grounds for the annulment of the award, in which event DFS may at its discretion award the contract to the next scoring Bidder in line with GeM provisions or call for new proposals from the interested bidders through GeM portal.

13. DELIVERABLES AND PAYMENTS

- (a) The deliverables for each job will be presented by the bidder (Quarterly Milestone Target) during the respective presentation of the bidder with the Technical Committee of DFS and the Successful Bidder selected based on their proposals for the given scope of work in the RFP and the same will be mentioned in the contract to be signed.

- (b) **The payment will be processed quarterly** on actual completion of services as agreed in the signed Quarterly milestone targets (as a part of contract). No extra charges shall be paid for the scope of work for any reason during the currency of the contract.
- (c) The Bidder agrees to complete the assignment to the satisfaction of the DFS and any iteration / variation shall not be accepted.
- (d) The Law Firms and the lawyers on their rolls must not be black-listed or debarred by any of the Central/State Governments, PSUs, any Autonomous Institutes, High Courts or Bar Council/s as on date of submission of proposals.
- (e) Subsequent blacklisting of the lawyers involved in the service of DFS after the award of the contract shall be promptly brought to the notice of DFS and he/she be removed immediately from the DFS work. Replacement be provided immediately and not later than 5 days from the issuance of such blacklisting. In the event of the subsequent blacklisting of the law firm, post award of the contract, DFS will take appropriate action, as per Exit Management Plan, to protect the interest of Government of India.
- (f) The Bidder hereby agrees and acknowledges the fact that the assignment as provided are critical in nature and timely delivery of the assignment is of paramount importance.

14. LIQUIDATED DAMAGES/PENALTY CHARGES

In case of any delay/short services in the scope of work as against the milestones including the manpower services, the same shall be reflected in the form of satisfactory/non-satisfactory report to be issued by DFS on quarterly basis before releasing the bill amount. In case of non-satisfactory report, Liquidated Damages/Penalty will be levied by DFS as follows:

- (a) In case of quarterly non-satisfactory report issued by DFS crossing more than one report, a penalty / liquidated damages of 2.5% of the quarterly billing amount per non-satisfactory report up-to maximum of 4 reports i.e. 10% of the quarterly billing amount shall be levied, beyond which the firm will be declared as defaulter.
- (b) In the event of being declared as a defaulter, the incident shall be raised through GeM portal in addition to forfeiture of SD coupled with black listing, claiming additional damages etc., as deemed fit, provided that the Bidder shall be given a cure period of one (1) month before any such action is taken.

15. EXIT MANAGEMENT

- (a) The Bidder shall submit a detailed Exit Management plan. The Technical Evaluation Committee shall evaluate all the Exit Management plans submitted by various Bidders.

- (b) At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to the RFP's scope of work, the Bidder shall ensure that proper and satisfactory handing over of the documents (available in all formats/ forms) is made to the other individual legal practitioner or law firm as the case maybe.
- (c) All risk during transition stage shall be properly documented by the Bidder and mitigation measures shall be planned in advance so as to ensure smooth transition without any service disruption.
- (d) The outgoing Bidder should undertake not to retain any copies of the documents / information relating to DFS (in any form) and not allow the same to be revealed or disseminated to third parties. Non-compliance of this clause shall result in DFS initiating appropriate legal action or any other action against the outgoing Bidder.
- (e) The Bidder shall ensure smooth handing over of documents to DFS or to the individual legal practitioner or law firm (as may be notified by DFS). The Bidder shall not withhold or delay or disrupt or object to the handing over of the services for reasons such as lien or payment related issues or for reasons of any pending negotiation or settlement or arbitration or dispute before court of law.
- (f) The outgoing Bidder shall be released from the engagement subject to the outgoing Bidder transferring all the knowledge and documentation to the DFS, or any other legal service provider as notified by the DFS to the outgoing Bidder, to the complete satisfaction of the DFS in the specified timelines.
- (g) During the award of the contract, the EXIT Management Plan as submitted by the Bidder may undergo change to protect the interest of Government of India.

16. GENERAL TERMS AND CONDITIONS

i. Terms and Conditions

- (a) While every effort has been made to provide comprehensive and accurate background information on requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DFS on the basis of this RFP.
- (b) If Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- (c) Any notification of preferred Bidder status by DFS shall not give rise to any enforceable rights by the Bidder. DFS may cancel the whole RFP process at any time prior to a formal written contract being executed by or on behalf of the DFS.

- (d) This RFP supersedes and replaces any previous public documentation & communications related to the components mentioned in the RFP and Bidders should place no reliance on such communications.
- (e) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- (f) The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal.
- (g) The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal, providing any additional information required by the DFS to facilitate the evaluation process, and in negotiating a valid contract or all such activities related to the bid process. DFS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- (h) All materials submitted by the Bidder become the property of DFS and may be returned completely at its sole discretion.
- (i) At any time prior to the last date for receipt of bids, DFS may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by an amendment.
- (j) Any amendment to the RFP will be published on the GeM portal.
- (k) In order to afford prospective Bidders reasonable time to take an amendment into account in preparing their bids, DFS may, at its discretion, extend the last date for the receipt of Bids.
- (l) The Bidders are allowed to resubmit their bid, if required, after such amendments on the GeM portal as per the provisions available.
- (m) If DFS deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP on the GeM portal. Any such corrigendum shall be deemed to be incorporated by this reference (*Clause 16. i. m of this RFP*) into this RFP.
- (n) DFS may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum published on the GeM portal. In such case, all rights and obligations of the services and the original deadline will be subject to the deadline as extended.

- (o) DFS may terminate the RFP process at any time and without assigning any reason. DFS makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Bidder must specifically indicate if there is any conflict of interest arising as a result of Bidder or any consortium partner.
- (p) Any intellectual property rights(IPR) arising out of the legal research carried out under the scope of the RFP shall be under the ownership of the DFS. The Bidder will provide all support in IPR registration with appropriate authorities worldwide at the cost and expense of DFS.
- (q) The successful Bidder shall comply with all applicable laws (labour laws, insurance laws, etc.) while providing the services.
- (r) Sub-contracting is not allowed without the prior approval of DFS.
- (s) In case of any dispute on any matter related to the work allotted during the course of its implementation, **the decision of the Secretary, DFS shall be final and binding.**
- (t) In case of any dispute, the rights and obligations of the Parties shall remain in full force and effect, pending an award in any arbitration proceedings hereunder.

ii. Conflict of Interest

- (a) The Bidder must specifically indicate if there is any conflict of interest arising as a result of any share or investment of DFS / Ministry of Finance, Govt. of India or any of its department in the Bidder.
- (b) If there is a conflict of interest, as indicated above, the Bidder must mention such conflict of interest in their bid for evaluation by DFS, and if requested by DFS, give such undertaking as may be required by DFS to mitigate any adverse impact of such conflict on the work allotted.
- (c) The Bidder must specifically indicate if there is any conflict of interest arising if any staff / official who may be involved in the preparation, negotiation, management or enforcement of the contract has any private interest relevant to the proposal. If there is such a conflict of interest, the Bidder must give undertaking, indemnifying DFS and confirming that the existence of any such staff / official will not affect the work allotted (as per Annexure C.5).
- (d) The Bidder shall not have any fetter or restriction whatsoever, under this contract or otherwise, from advising any existing or new clients and undertaking any work on a commercial or *pro bono* basis, on any advice, representation, advocacy, policy, dispute or any other matter in relation to any subject, including the general subject areas that work under this contract may pertain to, at any time.

iii. Inspection and Audit

The Successful Bidder shall, whenever required, furnish all relevant information, records, and data to auditors and / or inspecting officials of DFS and / or any authority designated by DFS. DFS reserves the right to call for any relevant material information / report which would help it in arriving at a decision.

iv. Manage Risks

- (a) The successful Bidder shall identify and bear all the risks involved in the provision of services.
- (b) DFS shall not compensate for any losses, if any incurred by the successful Bidder during entire contract period or extended / renewed period if any.
- (c) In case the Successful Bidder fails to deliver the services as stipulated in the signed Quarterly milestone Target document, DFS reserves the right to allot the work to alternate engaged providers at the risk, cost and responsibility of the Successful Bidder.

v. Disqualification of Bid

A bid is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:

- (a) The bid is not submitted in accordance with the procedure and formats prescribed in this document.
- (b) During validity of the bid, or its extended period, if any, the Bidder increases its quoted prices.
- (c) Bid is conditional and / or has deviations from the terms and conditions of RFP.
- (d) Bid is received in incomplete form.
- (e) Bid is not accompanied by all the requisite documents.
- (f) Information submitted in bid is found to be misrepresented, incorrect or false, at any time during the processing of the contract or during the tenure of the contract including the extended period if any.
- (g) Bidder tries to influence the bid evaluation process by unlawful / corrupt / fraudulent means at any point of time during the bid process.
- (h) In case any one party submits multiple bids or if common interests are found in two or more Bidders, the Bidders will be disqualified. The Bidder should not have been blacklisted by any government organization or agencies. The Bidder has to execute an undertaking in this regard (as per Annexure C7).

vi. Limitation of Liability

Neither DFS nor the Bidder shall be liable to each other for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the contract unless specifically mentioned in this document.

vii. Indemnity

The successful Bidder must indemnify DFS and its stakeholders against all third party claims of intellectual property rights infringement (such as infringement of patent, trademark / copyright or industrial design rights arising from the use of the services, designs, etc, articles published by third parties in magazines, newspapers or online news portal or websites etc.) DFS and its stakeholders stand indemnified from any claims raised by the hired manpower of the successful Bidder relating to fees of any kind including but not limited to payment for professional fees or any services or claims relating to statutory dues. All such claims and dues shall be the sole responsibility of the successful Bidder. DFS and its stakeholders also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Bidder's manpower while discharging their duty towards performance of services.

viii. Termination for Default

DFS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or part within 10 days from the date of issuance of such notice, if the Bidder fails to deliver any or all of the services within the period(s) specified in the agreement, or within any extension thereof granted by the DFS pursuant to conditions of agreement or if the Bidder fails to perform any other obligation(s) under the agreement.

In the event DFS terminates the agreement in whole or in part, DFS may avail, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Bidder shall be liable to DFS for any excess costs for such similar services. However, the Bidder shall continue the performance of the agreement to the extent not terminated. If the agreement is terminated for breach of any clause mentioned in this RFP, the Bidder shall handover all documents / information / DFS's or its stakeholder's data or any other relevant information to DFS in timely manner and in proper format (in the time and format as notified by DFS) and should also support the orderly transfer of services without any delay / within the time specific to another engaged legal service provider as per the exit management clause as informed by DFS. The Bidder should also support DFS on queries relating to the work which was entrusted by DFS.

ix. Termination for Insolvency

DFS may at any time terminate the selection / engagement by giving four weeks written notice to the Successful Bidder, without any compensation to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise

insolvent or a bankruptcy or insolvency etc. proceeding is initiated against the Successful Bidder.

x. Force Majeure

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, acts of God (hereinafter referred to as 'events'), neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and / or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist. The decision of DFS as to whether the performance or delivery has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, the DFS may at its option, terminate the contract without any obligation to compensate.

xi. Governing Law

This RFP and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in New Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

xii. Dispute Resolution

Any disputes or differences whatsoever arising between the parties out of interpretation or application of this RFP or in connection with this contract or in discharge of any obligation arising out of the contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be, as far as possible, be settled amicably and resolved through mutual consultations or negotiations.

The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. The matter will be referred for negotiation between DFS officials and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In the event the dispute is not amicably resolved by mutual consultations or negotiation in the manner as provided above, a Party may after giving prior notice of dispute to the other Party refer the matter to arbitration. The arbitration shall be held in accordance the provisions of Arbitration and Conciliation Act, 1996. The arbitrator shall hold his sittings at New Delhi. The arbitration proceedings shall be

conducted in English language. Any challenge to the award shall be subject to the exclusive jurisdiction of courts at New Delhi.

The 'Arbitration Notice' should set out the disputes between the Parties, and the intention of the aggrieved Party to refer such disputes to arbitration. All notices by one Party to the other in connection with the arbitration shall be in writing and be made as provided in this RFP.

The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall continue work under the contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

xiii. Assignment

The Successful Bidder / Law firm shall not assign, delegate or otherwise deal with any of its rights or obligation under this contract without prior written approval of DFS.

xiv. Confidentiality Clause

This RFP's provisions and existence, as well as any commercial data including price or technical data and any information provided in accordance herewith to the other party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other party. All such information shall be used by the other party only for the purposes of performance of this RFP.

The restrictions here-in-above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The Parties hereto agree to keep as confidential all documentation furnished or received by either Party at any time in connection with this RFP. This provision, as far as practicable, shall apply to all the concerned officials of either Party.

Confidentiality will be maintained during existence of this contract and even on termination/expiry.

By virtue of subsequent awarding the contract to the Successful Bidder / Law firm and in the course of its performance, the Successful Bidder / Law firm may have access to the Confidential Information of the DFS and other entities working under it. The bidder is aware that Confidential Information is valuable information and any disclosure of which would cause irreparable loss and damage to the Government for

which monetary compensation may not be adequate and accordingly the bidder agrees and undertakes to hold the Confidential Information as confidential and shall not disclose the same including to any third party and the bidder also agrees that its employees and agents shall also maintain Confidentiality of the Confidential Information. The bidder agrees to protect the Confidential Information with the same standard of care and procedures used by the DFS or its entities to protect its own Confidential Information. If the bidder hires/engage another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Agreement to another person if permitted to do so under this RFP , it shall cause its assignee or delegate to be bound by the confidentiality of the Confidential Information in the same manner as the bidder is bound to maintain the confidentiality. For the purpose of this clause “Confidential Information” shall mean all non-public information, which is accessible by or is available to the successful bidder/Law firm directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form.

The Successful Bidder / Law firm shall execute an Non-Disclosure Agreement (NDA) as per format prescribed by the DFS and shall abide by the Confidentiality requirements as per the Non-Disclosure Agreement (NDA) to be signed.

xv. Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, DFS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the ‘Prohibited Practices’) in the selection process.
- b) Without prejudice to the rights of DFS under Clause (a) above and the rights and remedies which DFS may have under the law, if a Bidder, is found to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practice during the selection process, or after the execution of the agreement, such Bidder shall not be eligible to participate in any tender or RFP during a period of two years from the date such Bidder is found by DFS to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c) For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 1. ‘corrupt practice’ means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt,

offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DFS who is or has been associated in any manner, directly or indirectly with the selection process or has dealt with matters concerning the RFP or agreement arising therefrom before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DFS, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the RFP or the agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of DFS in relation to any matter concerning the services;

2. 'fraudulent practice' means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
3. 'coercive practice' means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process;
4. 'undesirable practice' means (i) establishing contact with any person connected with or employed or engaged by DFS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
5. 'restrictive practice' means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

xvi. Intellectual Property Rights

All work performed by the successful bidder/law firm shall be "work for hire" and the successful bidder/law firm shall obtain no rights there from. All rights shall belong to DFS.

xvii. Period Of Contract :

The period of contract would be for two (2) Years, which may be further extended for such term not exceeding one year upon satisfactory performance and subject to DFS's discretion, on same terms & conditions along with price. Price cannot be escalated.

ANNEXURE A: PRE-QUALIFICATION ELIGIBILITY

| S. No. | Criteria | Documentary proof to be submitted |
|---------------|--|--|
| 1. | Must be a registered entity in India. Preferably headquartered within Delhi / National Capital Region or at least should have an office / branch in Delhi /National Capital Region | Copy of the Certificate of Incorporation issued by Registrar of Companies. In case of Partnership firm, duly signed and notarized copy of the partnership deed or a Certificate of Registration issued by the Registrar of Firms; or in case of a sole proprietorship, a GST registration certificate and/or PAN number. |
| 2. | Should have been in existence for at least five (5) years. | Certificate of registration |
| 3. | Should have an average annual turnover of atleast Rs. 5-10 Crores in the last three (3) preceding financial years (FY 20-21, 21-22 and 22-23) | CA Certificate indicating average annual turnover of at least Rs. 5-10 Crores (or) Audited Balance Sheet and Profit and Loss Account of last three years |
| 4. | Should have been engaged on legislative drafting of at least one Bill/ Rules for or on behalf the Union, preferably related to financial sector. | Certificate / Copy of the work Order / completion certificate from the concerned Ministry / Department of the Union or the State Govt. or its bodies |
| 5. | Should have minimum 1 year of demonstrable experience in the field of legislative drafting for or on behalf of the Union as on the date of issuance of this RFP. | Copies of bills, rules / regulations, and legislative work etc. |
| 6. | Should have an average of at least 50 advocates on retainership for the past 3 years. | Name and other details of advocates with the law firm with a Self-certified statement |
| 7. | Should have maintained a dedicated practice for public policy and legislative drafting for at least 2 years as on the date of bid submission. | Name and other details of advocates with the law firm who were / are involved in public policy research and legislative drafting |
| 8. | Professional Affiliation with recognised institutions, if any | Proof of affiliation |

ANNEXURE B : TECHNICAL BID EVALUATION CRITERIA

| S. No. | Criteria/Sub Criteria | Max Score | Document required |
|---------------|---|------------------|---|
| 1. | <p>Average Annual turnover in the last three (3) preceding financial years Rs. 05 Crores -10 Crores -10 marks Rs. 10 Crores and more- 20 marks (FY 21-22, 22-23, 23-24)</p> | 20 | CA Certificate indicating average annual turnover details (or) Audited Balance Sheet and Profit and Loss Account of last three years. |
| 2. | <p>Legislative drafting of draft Bill / Rules / Regulations / Policy / reports (Preference for works related to financial sector) For one year experience- 10 Marks For two or more-year experience-20 Marks</p> | 20 | <p>Self-certified copies with supporting documents as evidence. Variety will be preferred. Role of the bidder will be an important consideration.</p> |
| 3. | <p>Proposed Manpower Competency / Experience All the associates staffed on the mandate must have a minimum experience of 5 years in law practice including at least 2 years of experience in legal research and/or policy practice in India</p> | 20 | Certificate issued by the Bidder's HR along with the CV of the resources. |
| 4. | <p>Presentation of Proposal – Plan of action, Way Forward, Resource Deployment etc., (30 minutes)</p> | 20 | Before the evaluation committee |
| 5. | Quarterly Milestone Targets | 10 | Detailed Report |
| 6. | Exit management Plan | 10 | Detailed Report |
| | Total | 100 | |

ANNEXURE C1 : BID-SECURING DECLARATION

<Letterhead of the Bidder>

<Date>

To: *(Tender Inviting Authority)*

Sub: Bid Securing Declaration Letter- Request for Proposal for Selection of Indian Law Firm for Providing Legal Advisory Services

RFP No: [●]

I/We*, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/We* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we* are* in breach of any obligation under the bid conditions, because I/we*:

(C.1.a) have withdrawn my/our* Bid during the period of bid validity specified in the Form of Bid; or

(C.1.b) having been notified of the acceptance of our Bid by the *[insert name of Public Body]* during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or in accordance with the Instruction to Bidders.

Provided that I/we shall be given a curing period of one (1) month before any such action is taken by DFS.

I/We* understand this Bid Securing Declaration shall cease to be valid if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of
[insert legal capacity of person signing the Bid Securing Declaration]

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

ANNEXURE C.2 : AUTHORIZATION LETTER

<Letterhead of the bidder>

<Date>

To: *(Tender Inviting Authority)*

Sub: Authorization Letter- Request for Proposal for Selection of Indian Law Firm for Providing Legal Advisory Services

RFP No: /●/

Dear Sir,

I am Shri..... working as a(Designation) duly authorized to sign the Tender Response for and on behalf of M/s ... (name of the bidding firm):

Signature:.....
(Name and Address of Bidder)

(Seal/Stamp of bidder)

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am<designation>..... of the<Company Name>....., and that<Name of the Respondent>..... who signed the above response is authorized to bind the corporation by authority of its governing body.

Date:

Name:

Designation:

Signature:

(Seal)

Note: Authorized signatory should be an employee of the bidder and should have been authorized, authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP. Copy of proof of authorization (Board Resolution copy) should be provided.

ANNEXURE C.3 : LITIGATION IMPACT STATEMENT

<Bidder letter head>

<Date>

<Address>

Sub: Litigation Impact Statement - Request for Proposal for Selection of Indian Law Firm for Providing Legal Advisory Services

RFP No: [●]

Dear Sir,

We have read and understood the contents of the Request for Proposal and pursuant to this hereby confirm that we continue to satisfy the eligibility criteria laid out at the time of short-listing us to participate in the bidding process for selection of legal service providers.

There are no pending litigations in any court of law, which are likely to have a materially adverse impact on our ability to deliver under this selection or on our ability to provide services as contemplated in this RFP.

<Signature>

<Designation>

Duly authorized to sign the RFP Response for and on behalf of:

Sincerely,

Bidder Seal

Name

Designation

Signature

Date

<Name and Address of Bidder>

Seal/Stamp

ANNEXURE C.4 : BID COVER LETTER

<Bidder letter head>

<Date>

<Address>

Dear Sir,

Sub: Bid Cover Letter- Request for Proposal for Selection of Indian Law Firm for Providing Legal Advisory Services

RFP No: [●]

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for Legal Services.

We attach hereto the response as required by the RFP, which constitutes our proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to DFS is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process, we are liable to be dismissed from the selection process or termination of the agreement during the engagement, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response from the date fixed for bid opening.

We agree that DFS is not bound to accept any tender response that they may receive. We also agree that DFS reserves the right to reject all or any of the services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of the bidder and empowered to sign this document as well as such other documents, which may be required in this connection.

The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between DFS and our bidder.

| Details | Primary Contact | Secondary Contact |
|---------|-----------------|-------------------|
|---------|-----------------|-------------------|

| | | |
|---------------|--|--|
| Name | | |
| Designation | | |
| Address | | |
| Landline No. | | |
| Mobile No. | | |
| Fax No. | | |
| Email Address | | |

I/We understand that it will be the responsibility of the bidder to keep DFS informed of any changes in this list of authorized persons and we fully understand that DFS shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the bidder is not provided to DFS.

Dated thisDay of 2024

Sincerely,

Seal

Name

Designation

Signature

Date

<Name and Address of Bidder>

Seal/Stamp

ANNEXURE C.5 : CONFLICT OF INTEREST

<Bidder letter head>

<Date>

<Address>

Sir,

Sub: Undertaking on Conflict of Interest - Request for Proposal for Selection of Indian Law Firm for Providing Legal Advisory Services

RFP No: [●]

I/We do hereby undertake that I/we and the lawyers dedicated to work with DFS on the scope of work mentioned in the RFP, have:

C.5.a) no conflict of interest in the manner indicated in clause 16 (ii) of the RFP, with the DFS or the Ministry of Finance.

C.5.b) disclosed all circumstances which may give rise to a conflict of interest in the manner indicated in clause 16 (ii) of the RFP, and substantiate that this does not go against the interests of DFS of the Ministry of Finance.

I/We also agree that anytime, if such undertaking is found to be false, DFS will be free to cancel the contract awarded and lay claim for losses and penalty, provided that I/ we are provided with a cure period of one (1) month before any such action is taken by DFS.

<Signature>

<Designation>

Duly authorized to sign the RFP Response for and on behalf of:

Sincerely,

Seal

Name

Designation

Signature

Date

<Name and Address of Bidder>

Seal/Stamp

ANNEXURE C.6 : DETAILS OF BIDDER ORGANIZATION

<Letter Head>

| Details of the bidder Organization | |
|---|--|
| Name | |
| Address in Delhi: | |
| Address of offices in India | |
| Date of commencement of legal practice/services | |
| Other Relevant Information | |
| Mandatory Supporting Documents: a. Copy of enrolment certificate duly self-attested. b. Documents as specified in Annexure A. | |

CERTIFICATE

I, <name of the bidder>, certify that the details submitted by me are true and no information is false or incorrect.

Date:

Name:

Signature:

(Seal)

ANNEXURE C.7 : UNDERTAKING OF NOT BEING BLACK LISTED

< Letterhead of the bidder >

<Date>

<Address>

Sub: Undertaking of not being Black Listed- Request for Proposal for Selection of Indian Law Firm for Providing Legal Advisory Services

RFP No: [●]

Dear Sir,

We confirm that our company/ firm is not blacklisted in any manner whatsoever by the DFS, the Ministry of Finance, any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.

Further we confirm that, our company/ firm is not convicted of an offence (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, during last 3 years from date of submission of this bid.

It is hereby confirmed that I/We are entitled to act on behalf of the bidder and empowered to sign this document as well as such other documents, which may be required in this connection.

Sincerely,

<Signature>

<Seal>

Name:

Designation:

Name and Address of bidder:

ANNEXURE C.8 : BIDDER'S EXPERIENCE

| |
|---|
| Bidder's experience completed/ ongoing from 1stApril, 2020 onwards |
| Client Information |
| Name of client |
| Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id, |
| Service Details (earlier work details) |
| Brief Description of the Services provided earlier |

Supporting Documents

Bidders to submit (a) Work Order; OR (b) Certificate of work from Client; (c) OR Self-certification, (where the past work of the bidder is or involves the Government of India, a self-certified statement of such work undertaken).

The above document(s) should be duly certified by authorized signatory, where applicable.

Please use separate forms for multiple citations.

Applicant or Authorized
Signature on behalf of bidder [In
full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address:

Seal/Stamp of bidder:

ANNEXURE C.9 : TECHNICAL PROPOSAL COVER LETTER

<Letterhead of the bidder>

<Date>

<Address>

Sub: -Technical Proposal Cover Letter-Request for Proposal for Selection of Indian Law Firm for Providing Legal Advisory Services

RFP No: [●]

Dear Sir,

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the legal services as required and outlined in the RFP.

We attach hereto the bid Technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and DFS or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response till the expiry of the Bid Validity Period. Until a formal contract is prepared and executed, this bid response (along with any changes agreed by us), together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us, and DFS.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to DFS is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead DFS as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of the bidder and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated thisDay of 2024.

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Bidder) Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am<designation>..... of the<Bidder Name>....., [or].....<Name of the Authorized Representative>..... who signed the above response is authorized to bind the bidder by authority issued to me.

Date

(Seal here)

Technical Bid Check list

| S. No. | Section Heading | Details |
|---------------|--|---|
| 1 | Bid Securing Declaration | Annexure C.1 |
| 2 | Authorization Letter | Annexure C.2 |
| 3 | Litigation Impact Statement | Annexure C.3 |
| 4 | Bid Cover Letter | Annexure C.4 |
| 5 | Conflict of Interest | Annexure C.5 |
| 6 | Details of Bidder | Annexure C.6 |
| 7 | Undertaking of not being Black Listed | Annexure C.7 |
| 8 | Bidder's Experience | Annexure C.8 |
| 9 | Technical Proposal Cover Letter | Annexure C.9 |
| 10 | Pre-Qualification & Technical Bid Evaluation Criteria | All supporting documents as mentioned in Annexure A & B |
| 11 | Technical Proposal Guidelines (with all relevant supporting documents) | Clause (7) of RFP |
| 12 | Signed copy of RFP on each page with seal | To be uploaded in the Technical bid documents. |

**ANNEXURE C.10 : FINANCIAL PROPOSAL COVER LETTER AND PRICE BID BREAK-UP
FORMAT**

<Letterhead of the bidder>

<Date>

<Address>

Sub: - Financial Proposal Cover Letter and Price Bid Break-up Format- Request for Proposal for Selection of Indian Law Firm for Providing Legal Advisory Services

RFP No: /●/

Dear Sir,

Having examined the subject RFP Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Legal services meeting such requirements and to provide services as set out in the bid document, with the following quotation summarizing our Financial Proposal.

Further, we confirm that we have quoted the lump-sum contract rate for two years' service **without GST in GeM portal.**

We provide hereto the price break-up for Lump-sum amount quoted in the GeM portal under financial bid section.

| SL no. | Description | Basic Rate per month | Total Rate for 24 months |
|---|--|----------------------|--------------------------|
| 1 | Standard payment per month for drafting of Legislative Bills/Rules/Policy/ regulations/ guidelines/ advisories related to them as on when required without any quantity limitation on number of assignments. | | |
| Grand Total- Two Years Lump-Sum Contract Value without GST | | | |

Note-1: The above price break-up need not be attached with the technical bid documents and same need to be uploaded in the price bid section only.

Note-2: The GST will be extra as applicable.

It is hereby clarified that depending on the situation, the number of assignments allotted in a particular month may vary and there are no fixed numbers. Accordingly, the Successful Bidder needs to make necessary arrangements to handle the volume of

assignments given in the particular month and deliver the result as per the timeline milestones to be decided mutually.

We undertake, if our proposal is accepted, to provide all the services to implement the solution as put forward in the RFP or such modified requirements as may subsequently be mutually agreed between us and DFS or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of Two Years from the date fixed for opening the Financial bid and it shall remain binding upon us, until within this period a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to DFS is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead DFS as to any material fact.

We also agree that you reserve the right to reject all or any of the service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of the bidder and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated thisDay of 2024

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of bidder)

Seal/Stamp of bidder