

***Request for Proposal for Empanelment of
Legal Service Providers***

March, 2021

**Ministry of Electronics and Information Technology
Electronics Niketan, 6, CGO Complex**

New Delhi-110 003

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1. About this RFP

Introduction

Cyber space is complex, borderless and mostly anonymous. There has been an unprecedented growth of Internet, mobile communication, social media sites and mobile apps which has created several legal challenges and thus need to be addressed on a periodic basis in line with international practices and complying with the local and national laws in the country.

The Ministry of Electronics and Information Technology (MeitY) administers the Information Technology Act (IT Act), 2000 and allied rules/regulations in the country. The IT Act was last amended in the year 2008 and may have to be revised from time to time in tune with the changing technology and international trends. MeitY has also been entrusted the task of other related laws and policies including the Personal Data Protection Bill (PDPB) and Non personal data laws and policies. The PDPB bill is already with Parliament and the work on Non-personal data Bill is also being looked into.

As part of cyber law administration, this Ministry has to carry out following major functions: -

- i) Prepare and update cyber laws, guidelines, rules, regulations, policies and advisories related to cyberspace.
- ii) Represent on matters pertaining to Government of India, Ministry of Electronics and Information Technology in various courts including Supreme Court, High Courts and other courts/tribunals.
- iii) Respond to day-to-day clarifications on the IT Act, other allied laws.
- iv) Respond to Public Grievances and RTIs relating to cyber laws in India.
- v) MeitY's need to ensure that the Cyber Laws area is updated in line with international best practices and evolving needs of the country.

The Ministry has got an internal legal team to support its day-to-day activities. The Ministry is also represented by government counsels at all levels duly appointed by Department of Legal Affairs to represent its interests in the courts including up to Supreme Court.

It is required that Ministry's responses in various court cases and other cyber matters be legally precise, focused and coherent. Accordingly, the Ministry is looking to empanel a limited number of advocates/legal practitioners/law firms to support the Ministry for its day-to-day functions as also work on long term activities including IT Act amendment, Data Governance Bill and any other cyber laws/rules which the Ministry may have to create in time to come.

MeitY is also required to understand and respond to ever-growing challenges of techno-legal nature because of emerging technologies and services. Because of the borderless nature of cyber space and its ability to transport information/ data anywhere in the world, MeitY needs to continuously update itself on the changing legal scenario in the world and respond to the national needs.

MeitY also needs to have clear stand on various international policies, conventions, treaties, global alliances, raising security concerns in the UN and other international for a, have our own cyber security strategy and emerging cyber issues.

Objective of the RFP

The objective of this RFP is Empanelment of Legal Service Providers specialized in the field of cyber law for drafting of various legal documents and advise on issues related to Information Technology Act, 2000 and other related laws, rules & regulations and policies as well as to have a coherent

response to various legal needs arising because of all pervasiveness nature of cyber space both at International level and within the country while interacting with states/ other Ministries/Departments/Agencies of Govt. Several policy initiatives in the area of cyber law and cyber security need to be led by MeitY and CERT.

Selection will be made under Category A & Category B mentioned in section 2 below through the Quality and Cost Based Selection Method (“**QCBS Method**”)specified under General Financial Rules, 2017 (“**GFR**”). MeitY intends to empanel up to a maximum of 4 legal service providers in each category.

Attached offices/statutory bodies created under the IT Act/other cyber laws may also use the services of such empanelled legal service providers.

Request for Proposal

For and on behalf of the President of India, Secretary, Ministry of Electronics & Information Technology, Government of India having its office at Electronics Niketan, New Delhi invites online bids/Request for Proposal through e-procurement portal <https://eprocure.gov.in/eprocure/app> for in two parts namely,

- (1) Pre-qualification bid & Technical bid
- (2) Financial bid

The tender documents will be available on websites (www.meity.gov.in) (www.eprocure.gov.in) and the important dates are listed below. The bidders are required to submit their bids electronically on the CPP Portal. Information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

Important Dates

- i. 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.
- ii. RFP and corrigenda (if any issued in future) shall be published on www.eprocure.gov.in and www.meity.gov.in.
- iii. This RFP document is not transferable.
- iv. 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.

S. No.	Information	Details
1.	RFP Release Date	22.03.2021 (1000 Hrs.)
2.	Last Date (Deadline) for submission of Bids	21.06.2021 (1400 Hrs.)
3.	Opening of Responses (Pre Qualification)	22.06.2021 (1430 Hrs.)
4.	Opening of Technical Bids	Will be informed later
5.	Opening of Financial Bids	Will be informed later
6.	Address for all Bid Correspondence /queries / etc.	Dr. Debjit Kar, Scientist C, Room No. 2120, Ministry of Electronics and Information Technology, Electronics Niketan, New Delhi – 110003; Email: debjit.kar@meity.gov.in ; Phone No. 011 24301799

7.	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 suspended for a period of three (03) years from the date of disqualification.
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2. Terms of Reference

Scope of work

As the nature of work relates to different aspects of legal work, the Scope of work is in two distinct parts, i.e. Category A and Category B. Registered legal practitioners and law firms shall only apply for one category. The broad tasks as a part of the scope of work for each distinct part are inter alia as follows:-

Category A-

I. Litigation:

- a) To prepare techno-legal response in the form of legal notices, Applications, Special Leave Petitions (SLP), Appeals, Submissions, Counter Affidavits, Rejoinder, Para-wise comments for petitions in Supreme Court, High Courts, District Courts and any other courts/tribunals/forums where MeitY is one of the stakeholder and also facilitate filing of these response.
- b) In exceptional cases assist before the Courts/ Tribunals as the need be.

II. Litigation-related Advisory work:

- a) Rendering legal advice or opinion arising out of a litigation in which the legal service provider has drafted the documentation for the said litigation.
- b) Providing legal advisory on day-to-day matters related to pending litigation.
- c) Drafting replies to RTI queries/ grievances etc., wherein legal issues pertaining to ongoing litigations are involved/ legal opinion is required.

III. Policy and Research Work (in limited cases and generally not exceeding 100 hrs in one assignment)

- d) Assist in Preparation/ Updation of Rules, Regulations, Advisories, Protocols, minor amendments to the Act (in a limited way)
- e) Research work relating the issues raised in the litigation and other related matters not exceeding a certain limit.

Category B -

Public Policy and Legal Advisory:

- a) Legislative drafting of Bills/ rules / regulations/ policies/guidelines/advisories related to IT Act/ IT Act amendments, Personal Data Protection Bill/ Act and other cyber related laws.
- b) Analysis and recommendations relating to new laws/regulations pertaining to new/emerging areas.
- c) Legal/ Techno-Legal Research including analysis and interpretation of existing as well as emerging international laws, regulations, Acts, Conventions, Treaties, Multilateral and Bilateral co-operation, policies, rules, guidelines legal and regulatory framework etc. in the cyber space, including information and communications technology, internet, cyber security, privacy and related areas and suitable recommendations.
- d) Any other policy/research work relating to cyber domain, as may be assigned.

Note:

- a) MeitY reserves the right to assign the work to any of the empanelled legal service providers depending upon the specific domain expertise and performance during empanelment period. The right to choose a particular empanelled service legal service provider is the prerogative of MeitY and cannot be challenged.
- b) MeitY may prepare a basis of estimation of effort hour in consultation with empanelled legal service providers.
- c) In category B, for the public policy and legal advisory work, an EXCEL worksheet communicating efforts involved shall be prepared along with brief justification of effort involved as well as the progress of the assigned work and this worksheet shall be shared with MeitY designated officer on a weekly basis through email.

3. Pre-bid Queries

- i. MeitY held a pre-bid online meeting on 17.04.2020 with the prospective bidders. The suggestions are included in the modified RFP.

4. Bid Submission

Bid Submission Criteria

A bidder can apply only in one category i.e. either Category A or Category B. In the event a bidder applies in multiple categories, all such bids shall be summarily rejected from both categories. The bids must be valid for at least 90 days from the last date of submission of bids.

Mode of bid submission

- i. Bidders desirous of participating in the bid may view and download the tender from CPPP site <http://eprocure.gov.in/eprocure/appas> per schedule given in the critical date sheet.
- ii. Bidders are advised to visit MeitY website (www.meity.gov.in) and the Central Public Procurement Portal (www.eprocure.gov.in) for updates such as corrigendum/addendums/amendments etc.
- iii. Bidders need to have a Class 3 Digital Signature Certificate registered in the name of a representative who is authorized to submit online offers for e-Tendering applications.
- iv. The financial bids should include an undertaking/authorization (choosing the relevant category format in Annexure C11) and Schedule of price bid in the form of BOQ Category A.xls or BOQ Category B.xls (whichever is relevant).
- v. Bidders may submit their bid online at <http://eprocure.gov.in/eprocure/appintwobidsystem> i.e., (i) Pre-Qualification Bid & Technical Bid and (ii) Financial Bid as per the formats prescribed in the annexure. All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the bid documents.
- vi. Bid document may be scanned with 100 dpi which helps in reducing the size of the scan document.
- vii. Bid documents sent by any other mode will not be accepted.
- viii. Any proposal received by the MeitY after the above deadline shall be rejected. MeitY shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- ix. MeitY 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 Ministry without assigning any reasons thereof and include any other item in the scope of work at any time after consultation in the pre-bid meeting or otherwise.
- x. MeitY reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon requirement priorities vis-à-vis urgent commitments.

Bid securing declaration:

Bidders should sign a Bid Securing Declaration (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, or to submit a Performance Bank Guarantee before the deadline defined in the request for bids document, they will be suspended for a period of three (03) years from the date of disqualification.

Technical Proposal guidelines

1. 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.
2. MeitY 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.
3. 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.
4. 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.
5. 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.
6. 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 and authorized signatory for Category A and Category B respectively.
7. The Technical proposal shall include the following major sections:
 - i) **Section I – Understanding of Scope**
 - ii) **Section II – Proposed Approach and Methodology**
 - iii) **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.
 - iv) **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 2013
 - Bidders to submit copied of work order as mentioned in Annexure C.9
 - v) **Section V – Exit Management**
 - The bidder shall submit a Exit Management plan
 - vi) **Section VI – Undertaking / Declaration:**
 - w.r.t. agreement to all Terms and Conditions of the RFP and maintain impartiality and confidentiality.

8. 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.

Bid submission instructions

- i. MeitY reserves the right to
 - a. relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of the Ministry and the objective of the scheme without assigning any reasons there of and
 - b. include any other item in the scope of work at any time after consultation in the pre-bid meeting or otherwise
- ii. MeitY reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon priorities vis-à-vis urgent commitments

4.5.2 Price Bid (BoQ)

- i) The price bid/financial bid will be required to be submitted in excel (BoQ) format online by the bidder in respect of the Category for which he is offering his bid i.e. either Category A or Category B. While filling the financial bid, please fill sheet **BoQ1 for category A** and **BoQ2 for category B**. A vendor can only apply/fill for any one of the two categories i.e., category A or category B but not both. The amount in the other Category, in which the bidder does not want to apply shall be filled as '0' in the relevant category in financial bid. No copy is to be submitted physically. The prices are not to be disclosed in the technical bid, otherwise the bids will be rejected.
- ii) All the columns shown in the price schedule should be filled up as required.

Bid Opening

The bids will be opened by MeitY in the presence of bidders or their representatives who may be present at the time of opening of bids as per the schedule of the tender. The representatives of the bidders are advised to carry their identity card or a letter of authority from the bidders to identify their bonafide for attending the opening of the proposal.

There will be two bid-opening events:

- a) Pre-qualification bid & Technical bid
- c) Commercial bid (Financial bid)

The venue, date and time for opening the Commercial bid would be announced on the e-procurement portal <https://eprocure.gov.in/eprocure/app>.

Right to Accept or Reject Any or All Proposal(s)

MeitY 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 incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for MeitY's action.

Notification of Award

- i. Prior to the expiration of the validity period, MeitY will notify the successful bidder(s) in writing or through email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, MeitY reserves the right to extend the validity period of the bid.
- ii. 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. Upon the successful bidder's furnishing of Performance Bank Guarantee, MeitY will notify each unsuccessful bidder about the result of the selection process.

5. Bid Evaluation

Tender Evaluation Committee

- i. The Tender Evaluation Committee constituted by the MeitY shall evaluate the Bids.
- ii. 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 and compare the bids determined to be substantially responsive. It is 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.
- iii. 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.
- iv. 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 75:25 and the proposals with the highest weighted combined score (technical bid and financial bid) shall be selected”
- v. The bidders shall receive a financial bid score as set out in the table below be ranked on the basis of their quoted price from lowest to highest (ranked as L1, L2, L3 ,)

Financial Quote Position (in ascending order of lowest to highest)	No. of Marks Assigned
1st	100
2nd	85
3rd	70
4th	55
5th	40
6 th	25
7 th , and all bidders thereafter	10

(vi) 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 75:25, and combining these in the aforesaid ratios.

Pre-qualification Evaluation

- i. The bidders must have furnished a self-justified summary of pre-qualification eligibility along with the necessary documents (as per Annexure C.14) to establish their eligibility (indicating the page number in the bid) for each of the items given in the appointment 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.
- ii. A bid that does not fulfill all the stipulated eligibility conditions/criteria will not be considered further for evaluation of technical norms of technical bid.
- iii. In case the bidder has applied for both Category A and Category B, such bids shall be summarily rejected from both categories and will not be evaluated further.

Technical Bid Evaluation

- i. Tender Evaluation Committee constituted by the MeitY 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.
- ii. **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 25marks in Technical Evaluation criteria as mentioned in Annexure B.
- iii. 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.
- iv. MeitY 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.
- v. MeitY 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.
- vi. The Tender Evaluation Committee reserves the right to reject any or all proposals or seek amends on the basis of any deviations.
- vii. 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 in the respective category.

Financial Bid Evaluation

- i. The 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 bidders shall be awarded/empanelled the work/contract as per the criteria in the section 6 of this RFP.
- ii. Financial bid evaluation will be carried out after determining whether the Financial Proposals are complete, qualified and unconditional. The quoted amount by the bidder shall be considered for this purpose. Omissions, if any, shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- iii. The Financial bid quoted price will be exclusive of all taxes.
- iv. Mention of any condition in the financial bid will lead to summary disqualification of the entire bid and cancellation of empanelment.
- v. The bidders (found eligible) shall be ranked on the basis of their quoted price from lowest to highest (ranked as L1, L2, L3 ,)

6. Appointment of Successful bidders

Award Criteria

- i. MeitY will empanel successful bidders in both the categories A and B, separately.
- ii. MeitY intends to empanel up to 4 entities in each category. The period of contract (for awarding of work) would initially be for duration of two years.

Category A:

- (i) The selection of the bidders (“Selected Bidders”) will be based on ranking of their final CBS.
- (ii) The price in the financial bid of the bidder with the highest CBS (i.e. P1) shall be offered to the other Selected Bidder(s), if required. If such bidders agree to match the P1 price, the empanelment will be closed.
- (iii) If one or more of the Selected Bidders refuse, the P1 price will be offered to the other bidders, in order of their respective CBS, at the discretion of MeitY.

Category B:

- (i) The selection of the bidders (“Selected Bidders”) will be based on ranking of their final CBS.
- (ii) The price in the financial bid of the bidder with the highest CBS (i.e. P1) shall be offered to the other Selected Bidder(s), if required. If such bidders agree to match the P1 price, the empanelment will be closed.
- (iii) If one or more of the Selected Bidders refuse, the P1 price will be offered to other bidders, in order of their respective CBS, at the discretion of MeitY.

Performance Bank Guarantee

- i. Within 21 days of award of work, the successful bidder(s) will submit a Performance Bank Guarantee in the form of Bank Guarantee, equal to Rs.50,000/- (Rupees Fifty Thousand Only) in case of category A and equal to Rs.2,00,000/- (Rupees Two Lakhs Fifty Thousand Only) in case of Category B, to remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder. Please refer to Annexure C12.
- ii. The successful bidder(s) shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on account of non-completion of the work assigned. In case the successful bidder(s) fails to submit performance bank guarantee within the stipulated time, MeitY at its discretion may reject the successful bidder(s) and cancel the award placed on the successful bidder.
- iii. MeitY may invoke the Performance Bank Guarantee in case the successful bidder(s) fails to discharge their contractual obligations during the agreement term or MeitY incurs any loss due to bidder’s negligence in carrying out the work allotted as per the agreed terms & conditions.

Signing of Contract

After MeitY notifies the successful bidder(s) that its proposal has been accepted, the bidder must submit performance bank guarantee and sign the contract within 21 days of notification of award. Successful /Empanelled bidders must also sign the Confidentiality Agreement and Non-Disclosure Agreement (Format will be provided during the grant of work award by MeitY).

Failure to Agree with the Terms and Conditions of RFP

- i. Failure of the successful bidder(s) to agree with the terms & conditions of this RFP shall constitute sufficient grounds for the annulment of the award, in which event MeitY may at its discretion award the contract to the next scoring bidder or call for new proposals from the interested bidders.
- ii. In such a case, the MeitY shall invoke the Performance Bank Guarantee of the defaulting bidder.

Extension of the Contract

- i. The contract may be extended for further two years subject to satisfactory services and at one-time increase of 10% of the initial rate. All other terms and conditions will remain the same.
- ii. *It is informed that mere selection or empanelment as legal service provider does not guarantee any regular or right of allotment of work.* It shall be the discretion of MeitY to allot the work to the empanelled legal service providers or any other suitable legal service provider depending on the nature of circumstances and issues and contingency of the situation.

7. Deliverables and Payments

- i. The deliverables for each job will be discussed mutually between the empanelled bidders selected for the services.
- ii. The payment would be processed on the job to job basis.
- iii. The payment would be processed after the successful completion of the assigned job and on receipt of the Invoice from the empanelled bidders.
- iv. The bidder agrees to complete the assignment as per the satisfaction of MeitY and any iteration/variation shall not be accepted.
- v. 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. Hence, any delay in completion of assignment from the agreed date, not attributable to MeitY would attract pre-estimated liquidated damages 20% of hourly rates multiplied with hours of delay made in completion of assignment.
- vi. In case of Category B, payment will be processed on completion of mutually agreed milestones depending on scope of work.

Exit Management

- i. The bidder shall submit a detailed Exit Management plan. Technical Evaluation Committee shall evaluate all the Exit management plans submitted by various bidders.
- ii. 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 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.
- iii. All risk during transition stage shall be properly documented by bidder and mitigation measures are planned in advance so as to ensure smooth transition without any service disruption.
- iv. The outgoing bidder undertakes not to retain any copies of the documents/information relating to MeitY (in any form) nor shall allow the same to be revealed or disseminated to third parties. Non-compliance of this clause shall result in MeitY initiating appropriate legal action or any other action against the outgoing bidder.
- v. Bidder shall ensure smooth handing over of documents to MeitY or to the individual legal practitioner or law firm (as may be notified by MeitY). 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.
- vi. The outgoing bidder shall be released from the empanelment subject to the outgoing bidder transferring all the knowledge and documentation to MeitY or any other legal service provider as notified by MeitY to the outgoing bidder to the satisfaction of MeitY in the specified timelines.

8. General Terms and Conditions

Terms and Conditions

- i. 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 MeitY on the basis of this RFP.
- ii. If bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- iii. Any notification of preferred bidder status by MeitY shall not give rise to any enforceable rights by the bidder. MeitY may cancel the whole RFP process at any time prior to a formal written contract being executed by or on behalf of the MeitY.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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 MeitY to facilitate the evaluation process, and in negotiating a valid contract or all such activities related to the bid process. MeitY will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- viii. All materials submitted by the bidder become the property of MeitY and may be returned completely at its sole discretion.
- ix. At any time prior to the last date for receipt of bids, MeitY 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.
- x. The amendment will be published on the MeitY website.
- xi. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, MeitY may, at its discretion, extend the last date for the receipt of Bids.
- xii. The bidders are allowed to resubmit their bid, if required, after such amendments.
- xiii. If MeitY 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 in the websites (website details available at 1.2 (ii) of this RFP). Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.
- xiv. MeitY may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum published in the MeitY website in which case all rights and obligations of the services mentioned herein and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

- xv. MeitY may terminate the RFP process at any time and without assigning any reason. MeitY 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.
- xvi. Any intellectual property rights arising out of the legal research carried out under the scope of the RFP should be jointly owned by MeitY and the bidder. The bidder will provide all support in IPR registered with appropriate authorities worldwide at the cost and expense of MeitY.
- xvii. The successful bidder shall comply with all applicable laws (including without limitation labor laws, insurance laws, etc.) while providing the services.
- xviii. Subcontracting is not allowed without prior permission of MeitY.
- xix. In case of any dispute on any matter related to the work allotted during the course of its implementation, the decision of the Secretary, MeitY shall be final and binding.
- xx. The rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

Conflict of Interest

The bidder must specifically indicate if there is any conflict of interest arising as a result of any share or investment of the Ministry of Electronics and Information Technology, (Govt. of India) or any of its department in the bidder or any consortium partner.

1. If there is a conflict of interest, the bidder must mention such conflict of interest in their bid for evaluation by MeitY and if requested by MeitY, give such undertaking as may be required by MeitY to mitigate any adverse impact of such conflict on the work allotted.
2. 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 a conflict of interest, the bidder must give undertaking, indemnifying MeitY and confirming that the existence of any such staff/official will not affect the work allotted (asper Annexure C.5).

Inspection and Audit

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

Manage Risks

1. The successful bidder shall identify and bear all the risks involved in the provision of services.
2. MeitY shall not compensate for any losses, if any incurred by the successful bidder during entire contract period or extended/renewed period if any.
3. In case the successful bidder fails to deliver the services as stipulated in the delivery schedule, MeitY reserves the right to allot the work to alternate empanelled providers at the risk, cost and responsibility of the successful bidder.

Disqualification of Bid

The 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:-

- i. Bid is not submitted in accordance with the procedure and formats prescribed in this document.
- ii. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices.
- iii. Bid is conditional and / or has deviations from the terms and conditions of RFP.
- iv. Bid is received in incomplete form.
- v. Bid is not accompanied by all the requisite documents.
- vi. 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.
- vii. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- viii. 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).

Limitation of Liability

- i. Except in case of gross negligence, willful misconduct, breach of applicable laws, breach of representations & warranties and breach of indemnity provisions on the part of the Bidder or on the part of any authorized signatory acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage or loss caused by the Bidder to MeitY, shall not be liable to MeitY.
 - a. For any indirect or consequential loss or damage; and
 - b. For any direct loss or damage that exceeds the total payments payable under the contract to the Bidder hereunder
- ii. Neither MeitY nor the Bidder(s) 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.

Indemnity

The successful bidder must indemnify MeitY and its stakeholders against all third party claims of intellectual property rights infringement including infringement of patent, trademark/copyright or industrial design rights arising from the use of the services, designs, etc. and related services or articles published by third parties in magazines, newspapers or online news portal or websites, any part thereof. MeitY 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. MeitY 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.

Termination for Default

MeitY 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: 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 MeitY pursuant to conditions of agreement or if the bidder fails to perform any other obligation(s) under the agreement.

In the event MeitY terminates the agreement in whole or in part, MeitY 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 MeitY 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 / MeitY's or its stakeholder's data or any other relevant information to MeitY in timely manner and in proper format (in the time and format as notified by MeitY) and should also support the orderly transfer of services without any delay/within the time specific to another empanelled legal service provider as per the exit management clause as informed by MeitY. The bidder should also support MeitY on queries relating to the work which was entrusted to the bidder. MeitY's right to terminate the agreement will be in addition to the liquidated damages mentioned in the RFP.

Termination for Insolvency

MeitY may at any time terminate the empanelment by giving four weeks written notice to the empanelled bidder, without any compensation to the empanelled bidder, if the empanelled bidder becomes bankrupt or otherwise insolvent or a bankruptcy or insolvency etc. proceeding is initiated against the successful bidder.

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 MeitY 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 MeitY may at its option, terminate the contract without any obligation to compensate.

Governing Law

The laws of India shall govern the RFP and for any legal issue the jurisdiction will be New Delhi.

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 MeitY 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 with the Rules of the arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (“the Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of Arbitration and Conciliation Act, 2015 (amended) or any amendments thereof. The arbitration shall be presided by a sole arbitrator mutually decided by the parties. 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, 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.

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, MeitY 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. In such an event, MeitY shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the MeitY for, inter alia, time, cost and effort of the MeitY, in regard to the RFP, including consideration and evaluation of such bidder’s Proposal.

b. Without prejudice to the rights of the MeitY under Clause (a) above and the rights and remedies which MeitY may have under the law, if a bidder, as the case may be, is found by the Authority to

have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive 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 issued by MeitY during a period of 2 years from the date such bidder, as the case may be, is found by MeitY to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

I. “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 MeitY 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 or 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 MeitY, 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 MeitY in relation to any matter concerning the services;

II. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

III. “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;

IV. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by MeitY 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

V. “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.

Annexure A. Pre Qualification Eligibility

S. No.	Criteria Category A	Criteria Category B	Documentary proof to be submitted
1	Should be an individual / proprietorship firm providing legal advisory services, consistent with the requirements under the Bar Council of India.	Should be an Indian entity providing legal advisory services, consistent with the requirements under the Bar Council of India.	In case of individual/sole proprietor, a self attested copy of registration/enrollment certificate issued by the Bar Council duly has to be submitted.
2	The applicant bidder preferably is working in Delhi / National Capital Region or at least should have an office /branch in Delhi /National Capital Region	The applicant Bidder must be a registered entity in India. Preferably be working in Delhi / National Capital Region or at least should have an office / branch in Delhi /National Capital Region	Copy of the certificate issued by Registrar of Companies or Firms or In case of Partnership, duly signed and notarized copy of the partnership deed; or in case of a sole proprietorship, a GST registration certificate and/or pan number .
3	Should have average annual turnover of at least Rs.30 Lakhs in the last three (3) preceding financial years (FY 17-18, 18-19, 19-20)	Should have average annual turnover of at least Rs. 3 Crores in the last three (3) preceding financial years(FY 17-18, 18-19, 19-20)	Copies of Income Tax Returns/ Annual Returns.
4	Should have advised or appeared in the courts for or on behalf of any Union or State Government directly on the issues related to respective Ministry.	Should have been actively involved / engaged with drafting of at least one Bill/ Rule for or on behalf the Union or the State Govt. or a statutory body or Govt. autonomous organizations.	Certificate/ Copy of the work Order to that effect from the concerned Ministry/Department of the Union or the State Govt. or its bodies needs to be submitted. Note: Work orders for the last five years are to be submitted. Applicant can submit any number of work orders in support of the work done (related to cyber law and its allied laws).

5	Organization / firm should have experience in the field of Cyber domain as on the date of issuance of this RFP and the team lead should have a minimum of 3 years' experience in the above area.	Organization / firm should have minimum 5 years of experience in the field of cyber domain as on the date of issuance of this RFP and the team lead should have a minimum of 10 years' experience in the above area.	Self-certified copies of relevant documents- Category A: Affidavits, court appearances, legislative work etc. Category B: Research reports, publications, Bills, rules/regulations, and legislative work etc.
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Annexure B. Technical Bid Evaluation Criteria

Category A

S. No.	Criteria/Sub Criteria	Max Score Category A	Document required
1	Average Annual turnover in the last three (3) preceding financial years Rs.30lakhs -50 lakhs -10 marks More than Rs. 50 lakhs - 15marks	15	Self certified copies of Income Tax/ Annual Returns A declaration for FY 19-20 may be provided if return not finalized by the date of submission
2	Drafting and filing of application, SLPs, Appeals submissions counter affidavit, rejoinder, para-wise comments etc for the court matter in Supreme court, High court and any court/ tribunals relating to Cyber Laws and associated laws	30	Self-certified copies as evidences (Attach a min of 3 and max of 5 evidences) at High Court Level. Variety will be preferred. Role of the bidder will be an important consideration.
3	Legislative drafting of Bill/Rules/Policy related to any laws of Union or State Government.	10	Self-certified copies as evidences (Attach a maximum of two evidences). Variety will be preferred. Role of the bidder will be an important consideration.

4	<p>Proposed Manpower Competency / Experience <u>Team Lead</u> LLB with minimum 3 years of experience in cyber laws.</p> <ul style="list-style-type: none"> • 3-5 Years –10Marks • 5-10 Years -15Marks • >10 years -20Marks. <p>Note: The Mandatory experience shall be demonstrable expertise in Litigation work relating to cyber law and its associated laws rendered for Central/ State Govts. or its bodies.</p>	20	Self-certified copies as evidences such as CV and experience certificates etc.
5	<p>Presentation of Proposal (30minutes/strength)</p>	25	Before the evaluation committee
Total		100	

Category B

S. No.	Criteria/Sub Criteria	Max Score Category B	Document required
1	Average Annual turnover in the last three (3) preceding financial years Rs. 3 Crores – 5 Crores - 10 marks More than Rs. 5 Crores -15marks (FY 17-18, 18-19, 19-20)	15	Self certified copies of Income Tax/ Annual Returns A declaration for FY 19-20 may be provided if return not finalized by the date of submission
2	Legislative drafting of Bill/Rules/Regulations/Policy/ reports related to cyber law or its associated laws.	30	Self-certified copies as evidences Variety will be preferred. Role of the bidder will be an important consideration.
3	Drafting and filing of application, SLPs, Appeals submissions counter affidavit, rejoinder, parawise comments etc. for the court matter in Supreme court, High court and any other court/ tribunals	5	Self-certified copies as evidences Variety will be preferred. Role of the bidder will be an important consideration.
4	Proposed Manpower Competency/ Experience <u>Team Lead</u> LLB with minimum 10 years of experience. <ul style="list-style-type: none"> • 10-15 Years –8Marks • 15 Years and above – 10 Marks Team Associates (Min. Three associates) LLB with minimum 5 years of experience. Should be working with the firm for at least last one year from the tender release date. <ul style="list-style-type: none"> • 5-7 Years – 10Marks • 7 years and above – 15Marks 	25	Self-certified copies as evidences such as CV and experience certificates etc.

	<p>Note: The Mandatory experience for the Team Lead shall be :(1). Demonstrable expertise in Legislative Drafting relating to cyber law and its associated laws</p> <p>(2). At least One (1) legislative drafting assignment completed with Ministry/ Department under the Government of India.</p>		
5	Presentation of Proposal (30 minutes)	25	Before the evaluation committee
	Total	100	

C.1. Bid-Securing Declaration

<Letterhead of the bidder>

<Date>

To: *(Tender Inviting Authority)*

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*:

- (a) have withdrawn my/our* Bid during the period of bid validity specified in the Form of Bid; or
- (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 (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instruction to Bidders.

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]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

[Note: Under Category A, proof of authorization is not necessary. You can sign directly in your letter head. There is no need for authorized signatory or any other authority to sign on your behalf.]

In case of a Category B, the Bid Securing Declaration must be signed by the authorized signatory or in the name of the Managing Partner of the firm or company or entity that submits the bid.]

****Please delete as appropriate***

C.2. Authorization Letter

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

(Name and Address of Bidder)

(Seal/Stamp of bidder)

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <representative name>, the authorized signatory of <name of the bidder>, certify that <representative name> who signed the above Bid is authorized to do so and bind the bidder by authority (proof of authorization to be referred herein).

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 should be provided.

Note: C.2 is not applicable to Category A wherein individual applicants submit their bid.

C.3. Litigation Impact Statement

<Bidder letter head>

<Date>

<Address>

Ref: RFP for legal services

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 empanelment 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 empanelment 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

C.4. Bid Cover Letter

<Bidder letter head>

<Date>

<Address>

Dear Sir,

Ref: RFP for Empanelment Legal Services provider

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 MeitY 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 corporation 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 empanelment, 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 hereby declare that in case the agreement is awarded to us, we shall submit the performance bank guarantee in the form prescribed format in the RFP.

We agree that MeitY is not bound to accept any tender response that they may receive. We also agree that MeitY 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 MeitY 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 our bidder to keep MeitY informed of any changes in this list of authorized persons and we fully understand that MeitY 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 MeitY.

Dated thisDay of**2021**

Sincerely,

Seal

Name

Designation

Signature

Date

<Name and Address of Bidder>

Seal/Stamp

C.5. Conflict of Interest

<Bidder letter head>

<Date>

<Address>

Sir,

Sub: Undertaking on Conflict of Interest

I/We do hereby undertake that

- a) I/we have no conflict of interest in the present with MeitY.
- b) I/we also undertake that I shall disclose all circumstances which may give rise to a conflict of interest and substantiate that it does not fall under conflict of interest as against the interests of MeitY.

I/We also agree that anytime, if such conflict of interest is brought to the notice of MeitY, MeitY will be free to cancel the contract awarded and lay claim for losses and penalty.

<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

C.6 (i) Details of bidder Organization- Category A

<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 Page No.24	

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)

C.6 (ii) Details of bidder Organization- Category B

<Letter Head>

Details of the bidder Organization	
Name	
Nature of the legal status in India	
Date of Incorporation/Registration	
Other Relevant Information	
Mandatory Supporting Documents: a. Certificate of Incorporation from Registrar Of Companies (ROC) as mentioned in the Eligibility Criteria. Where the entity is a sole proprietorship, either a copy of registration/enrolment certificate issued by the Bar Council or a self-certified copy of the Bar Council Identity Card of the applicant.	

CERTIFICATE AS TO AUTHORISED SIGNATORIES, where applicable

I, <representative name>, <name of the bidder>, certify that <representative name> who signed the above Bid is authorized to do so and bind the bidder by authority of its board/ governing body / proof of authorization.

Date:

Name:

Designation:

Signature:

(Seal)

C.7. Undertaking of not being Black Listed

(To be submitted on the Letterhead of the bidder)

<Date>

<Address>

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by MeitY, 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 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:

C.8. Financial Information of the bidder

To be filled separately by applicants under Category B

<Date>

Financial Information			
	2017-18	2018-19	2019-20
Turnover from Professional fee(in INR crores)			
Other Relevant Information			
Mandatory Supporting Documents: a Turnover certificate by an auditor.			

<Signature>

<Seal>

Name:

Designation:

Name and Address of Auditor:

Note: This form is not required to be submitted by applicants applying under Category A.

C.9. Bidder's Experience

Bidder's experience completed/ ongoing from 1st January, 2015 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 MeitY, 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:

C.10. Technical Proposal Cover Letter

<Letterhead of the bidder>

<Date>

<Address>

Ref: RFP for Empanelment of Legal Service Provider

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 MeitY 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 MeitY.

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 MeitY 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 MeitY 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.....2021.

(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)

C.11. Financial Proposal Cover Letter and Bid Format

<Letterhead of the bidder>

<Date>

<Address>

Note: While filling the financial bid, Please fill sheet BoQ1 for category A and BoQ2 for category B. A vendor can only apply/fill for any one of the two categories i.e., category A or category B. Not to be filled in the technical bid (for reference purpose only.)

Ref: RFP for Empanelment of Legal Service Providers

Dear Sir,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Legal services meet such requirements and to provide services as set out in the bid document following is our quotation summarizing our Commercial proposal.

We provide hereto the Commercial proposal as required by the Bid document, which constitutes our proposal.

Category A

Sl. No.	Work Description	(Rate = X)
1.	Litigation work /Assignments as defined in the Scope of work such as filing of Appeals/SLP/Counter Affidavits/ Submissions/written statements / Application /reply etc. during course of proceedings for Supreme Court.	Rs. _____ (Rupees _____ only)
Note:	1.Quoted rate shall be exclusive of GST. 2. The above rate as quoted for the Supreme Court (X) will be taken as (0.8*X) for High Courts and various notices issued CERT as well as MeitY and (0.6*X) for Lower Courts. 3. The above X as quoted will be taken as (X/16) per hour for any hourly assignments as may be decided during the course of engagement.	

- I /we hereby confirm that in the exception cases wherein we are asked to appear in the courts, we shall provide such service as per the rates prescribed by Department of Legal Affairs, Govt. of India.
- It is hereby clarified that each assignment shall be construed as separate assignment and under no circumstances the rates quoted above shall exceed in any case. However, in the instances where the MeitY is made as the lead Respondent and in view of the Group Coordinator, Cyber Law, the assignment being of imperative nature and requires additional assistance. In such exceptional cases, the assignment may be considered as two assignments and can be billed accordingly. It is hereby made clear that any such assignment shall be required to have express written direction from the Group Coordinator, Cyber Law.

Category B –Legislative work

S.No.	Work Description	(Hourly Rate)
1	Any work as defined under the Scope of work for Category B (Rate Per hour)	Rs. _____ (Rupees _____ only)
Note	Quoted rate shall be exclusive of GST.	

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 MeitY or its appointed representatives.

If our proposal is accepted, we will submit a Performance Bank Guarantee in the format given in the bid document issued by any Nationalized Banks or scheduled bank in India, to MeitY for the due performance of the agreement.

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 Commercial 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 MeitY 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 MeitY 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.....**2021**

(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 SIGNATORY (Only for Category B)

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

Date:

Seal and Stamp:

C.12. Performance Bank Guarantee

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the bidder and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Ministry of Electronics and Information Technology, MeitY (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the bidder such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words>only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

C. 13 Bid Format

S. No.	Section Heading	Details
1	Technical Proposal Cover Letter	Annexure C.10
2	Details of Bidder	Annexure C.6 (i) and (ii)
3	Bidder's Experience	Annexure C.9
4	Technical Proposal (with all relevant documents)	Section 4
5	Financial Bid Format	Annexure C.11 For reference purpose only. The price bid/financial bid is required to be submitted in excel (BoQ) format online on the CPP portal by the bidder as per para 4.5.2.
6	Financial Information of the bidder	Annexure C.8 (To be filled separately by applicants under Category B)
7	Undertaking of not being Black Listed	Annexure C.7 (To be submitted on the Letterhead of the bidder)

C.14 Pre-Qualification Bid Format

S. No.	Section Heading	Details
1	Bid Cover Letter	Annexure C.4
2	Authorization Letter	Annexure C.2
3	Bid Securing Declaration	Annexure C.1
4	Conflict of Interest	Annexure C.5
5	Litigation Impact Statement	Annexure C.3
6	Pre-Qualification Criteria	Annexure A
7	Signed copy of RFP on each page with seal	