



**Department of Justice
Ministry of Law and Justice
Government of India**

....

REQUEST FOR PROPOSAL (RFP)

RFP FOR ENGAGEMENT OF BIDDERS FOR
PAN INDIA LEGAL LITERACY AND LEGAL AWARENESS PROGRAMME

No: DISHA/LLLAP/New Agency/04/2021

Date of Issue	10 th August 2021
Closing Date	31 st August 2021

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Disclaimer

1. The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Department of Justice (DoJ), is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by the Department to the prospective Bidders or any other person. The purpose of this RFP is to provide Bidder with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Department in relation to the Bidder. Such assumptions, assessments and statements don’t purport to contain all the information that each applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Department to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP, except for the purpose of this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct for all intents and purposes other than for limited purpose of giving a background of this scheme and should, therefore, conduct his own investigations and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. The Department, its employees and advisers make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this selection process.
5. The Department also accepts no liability whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any applicant upon the statements contained in this RFP. The Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not further imply that the Department is bound to select an applicant or to appoint the selected applicant, as the case maybe, for Legal Literacy and Legal Awareness Programme and the Department reserves the right to reject all or any of the Bids without assigning any reason whatsoever.

6. The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the applicant and shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation for submission of the Bid, regardless of the conduct or outcome of the selection process.

Abbreviations

DoJ	Department of Justice
MoLJ	Ministry of Law and Justice
GOI	Government of India
RFP	Request for Proposal
PSC	Proposal Screening Committee
PEC	Proposal Evaluation Committee
MOA	Memorandum of Agreement
TOC	Theory of Change
ICT	Information Communication Technology
IEC	Information, Education and Communication
M&E	Monitoring and Evaluation
PMT	Programme Management Team

Important Dates

S. No.	Particulars	Date/Time
1.	Publication of RFP document on Department of Justice portal www.doj.gov.in	10 th August 2021 (Tuesday)
2.	Pre-Bid Meeting -online (Link will be available on www.doj.gov.in)	16 th August 2021 (Monday) at 02.30 PM
3.	Last date of submission of Queries, if any	18 th August 2021 (Wednesday) Upto 5.00 PM
4.	Bid Submission End Date	31 st August 2021 (Tuesday) Upto 4.00 PM
5.	Technical Bid Opening Date	1 st September 2021 (Wednesday) At 2.30 PM
6.	Presentation by the Bidders (tentative)	6 th September 2021 (Monday) at 11.00 AM
7.	Financial Bid Opening Date (tentative)	10 th September 2021 (Friday) at 11.00 AM
8.	Award of Work Order (tentative)	17 th September 2021 (Friday)
9.	Signing of Memorandum of Agreement (MoA) (tentative)	23 rd September 2021 (Thursday)

Instruction to the Bidders

1. General:

- 1.1. Access to Justice is now recognized as being essential to human development, for ensuring democratic governance, in reducing poverty and for the purpose of dispute resolution and prevention. India's judicial and legal system has much strength: excellent constitutional and legal safeguards for access to justice; well-established institutions; independent judiciary, a vibrant voluntary sector and an independent media. The country has progressive laws in many areas such as the recognition of historical injustices, importance of group rights, affirmative actions for vulnerable sections, including for women and children. Government priorities in legal and judicial reform include improving the efficiency of the justice delivery system for marginalized groups, who do not have strong lobbies to ensure that their rights are guaranteed.
- 1.2. DoJ, has formulated a coherent scheme on Access to Justice titled as "Designing Innovative Solutions and Holistic Access to Justice (DISHA)" for the period of 2021-2026. The Scheme of DISHA aims to amalgamate and merge different Access to Justice components being executed by DoJ to bridge the gaps in justice delivery. It serves three key objectives that include providing quality legal aid through different mechanism of Tele-Law (www.tele-law.in) and Nyaya Bandhu - Pro Bono Legal Services (www.probono-DoJ.in) and reduction in more than decade old pending cases through Nyaya Mitra programme and to make people Legally Literate, bring positive changes in the mindsets and attitudes through innovative Legal Literacy and Legal Awareness programmes through Pan India Action Plan. In a democratic and civilised society, there is no scope for wide spread cases of rights violations and increasing trend of crimes against disadvantaged sections. Considering the size of the country and need for improved Access to Justice for people, out of box thinking is required to reach to vulnerable and poor.
- 1.3. Department envisages a multi-stakeholder, progressive and transformative approach that would integrate innovative ideas, tools and simplified methodology to enable vulnerable sections to key information and awareness on legal rights, entitlements and relevant laws. The belief is that improved Legal Awareness of people would pave the way for speedy and affordable justice delivery.
 - 1.3.1. Use of Technology for expanding the scope and delivery of Legal Literacy and Legal Awareness.
 - 1.3.2. Mainstreaming Legal Literacy through building and forging partnerships across Ministries and allied Departments, Institutions, Schools etc.
 - 1.3.3. Capacity building and utilization of existing grassroot/ frontline workforce/ volunteers.
 - 1.3.4. Developing indicators to measure effectiveness of Legal Literacy and Legal Awareness Programmes.
 - 1.3.5. Concurrent evaluation and periodical assessment of Legal Literacy and Legal Awareness Programmes.
- 1.4. In our country, information-based technologies have been widely adopted in various sectors and in services/products that traditionally have not been perceived as electronic or software based. The expansion of digital/computing power has driven

the pace of information gathering, analysis of gathered information and converting them into localised knowledge. Regarding legal literacy and legal empowerment of people, innovative ideas can play greater role, for example, Information Communication Technology (ICTs) and social media platforms may also be used innovatively in reaching out to large number of people. The information (Legal Literacy and Legal Awareness contents) can be delivered in text, audio, video modes; and disseminated through various social media platforms. The user-friendly text, audio and video contents in the local language/dialects enable people to read, listen/watch informative, educational contents and access nearest service provider for redressal/ fulfilment. Interactive feature of the social media platform would also enable people to convey/record their legal problems, get suitable responses and share their feedback as well.

- 1.5. Bids can be developed on strengthening competencies (knowledge, attitude and skills) of community level workforce, cadres/ groups, frontline workers/ volunteers. Trained and sensitised community level cadres will emerge as community level resource/facilitators, ready to facilitate people in need of support for ensuring their rights and entitlements or they require socio-legal facilitation. Purpose of Legal Literacy and Legal Awareness programme is to educate and legally empower people on their rights, duties and entitlements, relevant laws and welfare schemes.

2. Scope of Work:

- 2.1. DoJ intends to further strengthen Legal Awareness of people through field level interventions, capacity building programmes, creating social and digital media tools on laws, welfare schemes, rights, duties and entitlements. DoJ also envisages increasing awareness on other DISHA programmes (Tele Law, Nyaya Bandhu and Nyaya Mitra Programmes) for common citizens. The categories of engagement of Bidders for Legal Literacy and Legal Awareness programme includes:

- 2.1.1. Digital Legal Literacy: It includes designing, development, management, testing, dissemination and assessment of various social and digital tools and Information, Education and Communication Technology for enhancement of Legal Literacy and Legal Awareness of people through mass level communication.

- 2.1.2. Legal Literacy and Legal Awareness: To mainstream legal literacy through forging partnerships with local administration for training and sensitization of existing workforce, grassroots/frontline workers/volunteers on Legal Literacy and Legal Awareness issues. Trained and sensitised functionaries will be expected to initiate community level Legal Literacy and Legal Awareness Programmes. It also includes the implementation of micro-level and field level innovative Legal Literacy and Legal Awareness Programmes/campaigns.

- 2.1.3. Monitoring and Evaluation: It includes the development of Monitoring and Evaluation framework, comprises of both quantitative and qualitative indicators to measure the impact and effectiveness of the Legal Literacy and Legal Awareness Programmes.

2.2. Legal Literacy and Legal Awareness Activities – Expected Roles and Responsibilities of Bidders

- 2.2.1. Bidders responsible for implementation of field level activities to have base in proposed locations. To conduct needs assessment exercise of proposed idea/ activities/ locations/ targeted community using secondary or available authenticated data.
- 2.2.2. Mapping of workforce for training and capacity development initiatives.
- 2.2.3. Consider cultural diversity, language, literacy and customary barriers in proposed programme designs.
- 2.2.4. Consider strengthening of linkages of proposed Legal Awareness programmes with other ongoing community empowerment programmes of Government.
- 2.2.5. Execution of micro/mass level awareness drive by using mass media and folk media with a combination of audio-visual/ Social/ digital media, leaflets, wall writings and community talks with targeted messages.
- 2.2.6. To conduct entry point activities like community level meetings, Jan Sabha, Gram Sabha, thematic *Nukkad Natak*, *Jatha* Programme (street play) etc.
- 2.2.7. Develop training manual/modules and simplified resource materials to standardize content and training methodologies.
- 2.2.8. Ensure project trained and sensitised functionaries to initiate series of programmes for targeted communities.
- 2.2.9. Use of SWAYAM digital platform of Ministry of Education, Government of India for online learning.
- 2.2.10. Incorporate components of other programmes of DISHA Scheme in proposed activities.
- 2.2.11. Selected Bidders may take assistance from each other for mass event/ campaign/ drives/ with prior information.
- 2.2.12. Effective documentation of efforts/results while capturing successful experiences and evidences. Ensure timely reporting of project status on prescribed monitoring and reporting tools.
- 2.2.13. All activities to be performed in coordination with Programme Management Team stationed at the DoJ and local Government.

2.3. Digital Legal Literacy: Design, Development, Management and Testing – Expected Roles and Responsibilities of Bidders

- 2.3.1. Selected Bidders will be responsible for designing, development, testing and management of Digital Legal Literacy and Legal Awareness Programme contents /materials.
- 2.3.2. To conduct needs assessment for digital competencies and programme interventions in the identified locations through various means and sources.
- 2.3.3. To develop comprehensive communication strategy.
- 2.3.4. Assess the objectivity, accuracy and reliability of digital resources and their relevance to the issues through field testing/survey.
- 2.3.5. Conceptualize and develop Information, Education and Communication (IEC) materials for Radio, TV in different formats like spots/ jingles, cinema ads, short films/documentaries, training films, interactive shows, audio visual material in any other formats as per requirement.
- 2.3.6. Conceptualize, design, graphic design, studio work, digital art designing, infographics, etc. for the IEC print materials like brochures, booklets, primers, guidelines, folders, leaflets, posters, calendars.

- 2.3.7. Conceptualize and design including copy writing of press advertisements, curtain raisers, briefs, press releases, articles for magazines and newspapers, newsletters, reports, testimonials, on various activities/events of DoJ.
 - 2.3.8. Conceptualize and design IEC materials for dissemination of information through social media and innovative mediums like web pages, internet, and mobile telephone and for interpersonal communication.
 - 2.3.9. The IEC materials for all the above formats are required to be made in Hindi, English and other regional languages/dialects as per requirement.
- 2.4. Digital Legal Literacy: Dissemination and Periodic Assessment of Impact – Expected Roles and responsibilities of Bidders**
- 2.4.1. Responsible for smooth dissemination of digital legal awareness contents on mass level.
 - 2.4.2. Create an overall communication strategy including digital/social media platforms.
 - 2.4.3. Suggest promotional mediums for effective and sustainable awareness campaigns.
 - 2.4.4. Develop a media plan covering all the effective channels of digital communication including social media.
 - 2.4.5. Manage end-to-end execution of the digital campaigns including all social media activities and digital media buying.
 - 2.4.6. Continuously measure the performance of the campaigns on key metrics and take appropriate measures to optimize campaign effectiveness.
 - 2.4.7. Submit a monthly/periodic analysis and MIS report on the effectiveness of the media strategy and to improve the same.
 - 2.4.8. Conceptualize and conduct workshops, event coverage and launches related to the programme.
 - 2.4.9. Conceptualize and conduct Youth Connect Workshops: plan events in colleges /schools/institutions etc.
- 2.5. Monitoring and Evaluation – Expected Roles and responsibilities of Bidders**
- 2.5.1. Define requirements for monitoring and evaluation.
 - 2.5.2. Provide a Theory of Change (ToC) for the Monitoring and Evaluation (M&E) Plan.
 - 2.5.3. Develop a monitoring and evaluation framework for Legal Literacy and Legal Awareness Programmes.
 - 2.5.4. Identify data/ information sources for each indicator.
 - 2.5.5. Determine the approach to the data collection methodology; data collection tools, data analysis (qualitative and quantitative); protocols use of information, format of reporting.
 - 2.5.6. Frequency of collecting data and reporting results/ progress per activity/ output at all levels; and measurements to ensure reliability of data.
 - 2.5.7. Identify proxy indicators for those with unavailable data.
 - 2.5.8. Define roles and responsibilities at all levels and other actors in data collection, data analysis; management, updating, maintenance, and training.
 - 2.5.9. Specify the roles and responsibilities of evaluators.
 - 2.5.10. Provide mechanisms to monitor quality of outputs; frequency of monitoring activities/ outputs; and methods to assess progress and performance in delivering outputs against schedule, budgets, and plan.

- 2.5.11. Coordinate and provide mechanisms/process for evaluation/periodic assessment to other agencies engaged for implementation of Legal Literacy and Legal Awareness Programmes.
- 2.5.12. Provide strategies with procedures and processes in digitizing M&E data, develop concept of web-based M&E systems, identify operating requirements and technological specifications necessary for the development of M&E web-based platform.

2.6. Suggested Themes for Legal Literacy and Legal Awareness Programmes:

- 2.6.1. In the light of key objectives of DISHA, competent Bidders may develop their project Bids for strengthening the status of Legal Literacy and Legal Awareness considering their target populations (Village Panchayat/ Block /District /State). In this direction a list of themes is shared which is only suggestive in nature and Bidders are free to develop their Bids on their own ideas to promote Legal Literacy and Legal Awareness in the country:
- 2.6.2. Legal literacy campaign on Fundamental Rights and Fundamental Duties.
- 2.6.3. Capacity development of functionaries of Panchayati Raj Institution on laws related to women and children.
- 2.6.4. Capacity development of police officials (including Child Welfare Police Officers) on laws related to women & children.
- 2.6.5. Dissemination of simplified Information, Education and Communication (IEC) materials through social media platforms.
- 2.6.6. Mapping and activation of community level institutions for Legal Literacy and Legal Awareness – Gram Panchayats, Extension Training Centre of State Institute of Rural Development, Taluka Legal Services Committee, School Management Committee, Village Level Child Protection Committee etc.
- 2.6.7. Elimination of discrimination against women and girls from Gram Panchayat/ Block/District.
- 2.6.8. Elimination of violence against women & children from Gram Panchayat/ Block/District.
- 2.6.9. Promotion of volunteerism in my Gram Panchayat in coordination with Law & Social Work students, National Service Scheme (NSS) Volunteers, Community Liaison Groups (CLG) Members etc.
- 2.6.10. Declaring Gram Panchayat (GP) dispute free.
- 2.6.11. Right to Education: Ensuring 100% enrolment of children in schools in selected Gram Panchayat/ Block/District.
- 2.6.12. Elimination of child labour from selected Gram Panchayat/ Block/District.
- 2.6.13. Elimination of child marriage from selected Gram Panchayat/ Block/District.
- 2.6.14. Sensitisation of media on rights & laws related to disadvantaged sections.
- 2.6.15. Ensuring rights of traditional forest dwellers in selected Gram Panchayat/ Block/District.

3. Eligibility Criteria:

- 3.1. The Bidder must fulfill all the criteria/ conditions mentioned in the RFP.
- 3.2. Experience of successful completion of at least three work orders from Central Government/Central PSUs/ State Government/Multi-national companies (Copy of work order/ performance certificate is required to be submitted) in similar kind of work.

- 3.3. The Bidder must have experienced team of professionals including designer, researchers, developers, senior lawyers, academicians, social workers and trainers/facilitators (attach existing team size with details)
- 3.4. The Bidder should have minimum annual turnover of Rs. 50 Lakh p.a. during the last 3 years.
- 3.5. The Bidder should not have been blacklisted by any government organization. Self-declaration to that effect should be submitted along with the technical bid.
- 3.6. The Bidder is required to submit following documents:
 - 3.6.1. Copy of PAN card
 - 3.6.2. Certificate of incorporation/registration
 - 3.6.3. Copies of audited accounts of last three financial years

3.7. **Specialized experience:**

- 3.7.1. Legal Literacy and Legal Awareness: Minimum five years working experience of the Bidder on Legal Literacy & Legal Empowerment and Access to Justice issues. Working experience on rights and laws related to marginalized sections, implementation of legal literacy, legal awareness, legal aid, legal empowerment, access to justice projects in Indian States, sound understanding on functioning of justice delivery institutions. Proven ability of orienting, training and sensitizing community level cadres, paralegals, lawyers, civil society organizations and government Bidders etc.
- 3.7.2. Digital Literacy: Minimum five years working experience of the Bidder on 360-degree campaign covering brand building, designing/ production of creative material for various media including online and digital media (social media, internet marketing, blogs, etc.)
- 3.7.3. Monitoring and Evaluation: Minimum five years working experience in developing M&E systems and plans, and conducting M&E for development and government projects. Relevance of specialized knowledge and experience on at least ten (10) completed M&E plans and projects done in the National level.

4. **Criteria for Selection:**

- 4.1. Quality of the Bid submitted and alignment of the Bid with the RFP.
- 4.2. **Innovative Idea and Justification:** The Bid must clearly describe the idea and explain how it is innovative. How is this Bid/idea better than existing solutions for the marginalized sections? The organisation must state the rationale to support the proposed work as well as the benefits to be derived directly by the project beneficiaries.
- 4.3. **Replicability:** The Bid must be able to indicate clearly the 'replicability' of the idea/initiative. The Innovation is meant to demonstrate replicable and innovative strategies and approaches for legal awareness and legal literacy in a way that they can be taken up as models for future up-scaling by Government and other institutions such as the Legal Services Authorities.

4.4. **Sustainability:** The Bid must indicate whether the project become self-supporting? If so, when and how? If not, how does the organisation plan to continue the project-work beyond the project period? Method by which the beneficiaries will maintain and assume responsibility (ownership) of the project.

4.5. **Feasibility:** The feasibility of the project in the proposed time and circumstances needs to be established and feasibility of the methodology proposed. There should also be a fair assessment of the possible challenges in developing the project and how could these be overcome. There must be an indication of the support network (community partners etc. who can assist the Bidder with the project development).

4.6. **Equity:** Gender sensitive and inclusive design.

4.7. **Expertise and Experience:**

4.7.1. Minimum five years working experience of the Bidder on Legal Literacy, Legal Awareness, Legal Empowerment and Access to Justice issues.

4.7.2. Working experience on rights and laws related to disadvantaged sections, implementation of legal literacy, legal awareness, legal aid, legal empowerment, access to justice projects in Indian States, sound understanding on functioning of justice delivery institutions.

4.7.3. Proven ability of orienting, training and sensitizing community level cadres, paralegals, lawyers, civil society organizations and government etc.

4.7.4. Experience of working with the Government Departments, international funding organisations in community-based projects.

4.7.5. Experienced team of legal professionals including senior lawyers, academicians, social workers and trainers/facilitators.

4.7.6. Ability to deliver required outputs and planned results in time bound manner;

4.7.7. Readiness to travel to the selected locations and work under strict deadlines.

4.7.8. Measurable impact on target group.

4.8. **Evaluation and Comparison of Project Bids**

4.8.1. The Technical Bids will be evaluated on the basis of its responsiveness to the RFP. A two-stage procedure will be used in evaluation of the Bids. Evaluation of the Technical Bids will be completed prior to evaluation of any Financial Bid to be opened and compared.

4.8.2. Bids Screening Committee will first review all the Technical Bids based on the Technical Evaluation Criteria and eligibility requirements as mentioned in the RFP. Accordingly, all the shortlisted Bids/Bidders will be contacted for a brief online presentation before the Bids Evaluation Committee. Date and time of the online presentation will be conveyed to all the shortlisted Bidders.

Technical Evaluation Criteria		
S N	Evaluation Criteria	Score
1	Experience of successfully implementing community level Legal Literacy, Legal Awareness, Legal Empowerment, Access to Justice, ICT/IEC/digital literacy and M&E projects in Indian States (minimum 5 years)	20
2	Quality of the Bid submitted and alignment of the Bid with the RFP, project objectives and deliverables	10

Technical Evaluation Criteria		
S N	Evaluation Criteria	Score
3	Innovation, justification, replicability, feasibility & sustainability	25
4	Methodology proposed, work plan and timelines	20
5	Experience of working with Government Bidders	10
6	Qualifications & experience of the proposed team members	15
Total Score		100

- 4.8.3. In the second stage, the Financial Bids of all Bidders, who have attained minimum 70% score in the technical evaluation will be opened and compared. Financial Bid will be reviewed based on details of activities, time frame, scope of intervention, value for money and cost effectiveness.
- 4.8.4. The Financial Bid of the technically qualified Bidders will be opened on the notified date and time and in the presence of the Bid Evaluation Committee.
- 4.8.5. The contract will be awarded to the Bidder(s) that score highest marks aggregated for technical and financial Bid. Award of contract would be based on a Final Composite Score.
- 4.8.6. Final Composite Score (FCS) will be arrived at by allocating 70% weightage to Technical Bid of the Bidder in the predefined areas mentioned in the RFP and 30% weightage to the Financial Bid.
- 4.8.7. Based on the final scores list of the successful Bidders will be prepared. All successful Bidders will be informed accordingly.
- 4.8.8. In the event the final scores are tied, the Bidder securing the higher technical score will be adjudicated as successful.
- 4.8.9. DoJ reserves the right to do a reference check on the organisation's background and work.

5. **Duration of the Contract:** The Contract period for the selected Bidders will be for 24 months. Bidders may submit their Bids for shorter duration.

6. **Geographical Coverage:**

- 6.1. Pan India Legal Literacy and Legal Awareness Programme will be implemented in phased manner. States identified for the year 2021-22 are given in the table below.
- 6.2. All the States and UTs will be covered in 5 years from 2021-22 to 2025-26 in phased manner. It will be ensured that the States of all zones are represented in all phase.
- 6.3. In 2021-22, six (6) States have been identified on the basis of highest number of Villages in the Aspirational Districts.
- 6.4. The proposed Legal Literacy and Legal Awareness activities should primarily target people belonging to disadvantaged sections.

Sr. No.	Zones	States	Aspirational Districts/Villages* <small>(as on May 2021)</small>		No. of Member of Parliament Local Area Development Scheme (MPLADS) **
			Districts	Villages	
1	East	Bihar	13	39,519	40
2	East	Odisha	8	47,412	21

Sr. No.	Zones	States	Aspirational Districts/Villages* (as on May 2021)		No. of Member of Parliament Local Area Development Scheme (MPLADS) **
			Districts	Villages	
3	North	Uttar Pradesh	8	97,455	84
4	North	Rajasthan	5	43,323	25
5	South	Karnataka	2	28,883	28
6	West	Maharashtra	4	40,596	51

* Source: <https://ejalshakti.gov.in> **MPLADS: Member of Parliament Local Area Development Scheme.

7. Timeline for the Assignment:

- 7.1. Bidders selected for execution of the job has to complete the project as per deadlines and time schedule fixed in coordination with the DoJ for completion of various stages of the work and any time schedule to be fixed by the DoJ so as to enable the Authority to monitor and refine the processes involved in, as per their requirement from time to time.
- 7.2. The DoJ will have the right to make necessary modifications/alterations in the planned activities in order to address needs and quality of work.
- 7.3. The decision of DoJ about the quality of services will be final and shall not be challenged by the Bidders on any ground whatsoever.

8. Deliverables:

- 8.1. The proposed work plan will be executed as per the project objectives of Bidders.
- 8.2. Submission and acceptance of detailed work plan with timelines, content outline and methodology.
- 8.3. Submission of progress/quarterly/annual/ project completion reports with high resolution photographs.
- 8.4. Submission of financial reports and fund utilization certificates.
- 8.5. Submission of original copies of resource materials/IEC products developed under the Project.

9. Payment Procedure:

- 9.1. The payment shall be made to Bidders as per the following schedule:

Instalments	Deliverables	Percentage of payment
First	<ul style="list-style-type: none"> • Submission and acceptance of detailed work plan with timelines, content outline, methodology etc. • Project activities as proposed in the 1st six months of Year -1 	25% (30% - 5% Performance Security)
Second	<ul style="list-style-type: none"> • Project activities as proposed in the 2nd six months of Year -1 	25 %
Third	<ul style="list-style-type: none"> • Project activities as proposed in the first six months of Year – 2 	25 %
Fourth	<ul style="list-style-type: none"> • Project activities proposed in the last six months of Year – 2 	20%

Instalments	Deliverables	Percentage of payment
Last	<ul style="list-style-type: none"> • Submissions of all progress reports • Submission of project evaluation report • Submission & acceptance of Project Completion report along with High resolution photographs 	5% Performance Security
Total		100 %

9.2. Currency of Payment:

All payments shall be made in Indian Rupees.

10. The following activities will not be funded by the DoJ:

- 10.1. Ongoing projects (i.e. projects are already under way before the application was submitted)
- 10.2. Sub contracting of work
- 10.3. Projects that involve costs of capital assets, such as the construction and acquisition of vehicles etc.
- 10.4. Running costs annual administrative costs (fixed expenses, e.g. rent, electricity, water, gas, etc.)
- 10.5. Projects that are purely relief, charity oriented;
- 10.6. International travel expenses;
- 10.7. Commercial activities.

11. The selected Bidders will be required to:

- 11.1. Regularly update developments on laws and justice issues and welfare schemes in their products/materials developed or in trainings under the project.
- 11.2. Prepare a user manual regarding innovative products developed for Legal Literacy, review the user manual after each program and finalize the manual in the light of stakeholders' comments/ inputs.
- 11.3. Year two fund disbursements will be based on satisfactory accomplishments of year one project deliverables.

12. Submission of RFP Documents:

- 12.1. The RFP document has been uploaded on website of DoJ (www.doj.gov.in). Technical and Financial bids are to be submitted through single email in original scanned copy (colour). Manual bids shall not be accepted.
- 12.2. Technical Bid Submission : The completely filled in formats, are to be enclosed with the Bid. The Bidders are required to attach scan copy of PAN, audited statement of annual turnover for the last 3 years (2018-19, 2019-2020 and 2020-2021), work experience and qualification related documents of proposed team members and other relevant supporting documents with the Bid. All documents including completed formats with enclosures have to be signed in original, numbered and emailed in one scanned copy (pdf version). In the email, clearly mention in the subject line - "Bid for Pan India Legal Literacy and Legal Awareness Programme". It should bear the name and complete address of the Bidder.

- 12.3. Bidders are required to submit the documents relevant to their Bids. The Bidders must ensure that all the pages of the Bid must bear the initial of the authorized representative of the bidding Bidder with page number.
- 12.4. The responsibility for ensuring that the applications are delivered in time vests with the “Bidders”. DoJ may, at its discretion, extend this deadline for the submission of application, in which case, all rights and obligations of the “DoJ” and Bidder(s) previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 12.5. The applications submitted by the respective “Bidder(s)” in response to this RFP shall be valid until the award of the contract by the DoJ and the “Bidders” shall be bound by their bids until such period.
- 12.6. The application(s) and material(s) submitted by the Bidder(s) in response to this RFP will become the property of the “DoJ”.
- 12.7. The DoJ shall neither be responsible nor pay any expenses or losses which may be incurred by the “Bidders” in the preparation and submission of their application.
- 12.8. The application submitted by “Bidders” shall be treated as private and confidential documents, whether or not the DoJ accepts an application.
- 12.9. While submitting a bid, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Annexures are insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.
- 12.10. In case of any doubt on this RFP with regard to the scope of work, terms and conditions etc., the same shall be got cleared from the DoJ before submitting technical/financial bids by a prospective Bidder.
- 12.11. The Bidders who download this RFP shall not tamper the prescribed forms for technical and financial bids. In case if the same is found to be tampered, the bid shall be completely rejected.
- 12.12. Bids will be opened as per date/time as mentioned in the Date Sheet. After opening of Technical-Bids the results of their qualification as well as financial bid opening date will be intimated later.
- 12.13. Financial Bid submission: The Bidders are required to submit their financial bid in single scanned copy through same email with file name Financial Bid – Pan India Legal Literacy & Legal Awareness Programme”. File of Financial bid should be in pdf format with password protected. On the date of opening of financial bids, technically qualified agencies will be contacted to share their key/password on provided email ID. Bidders shall not tamper/modify the format in any manner. In case if the same is found to be tampered/modified in any manner, Bid will be completely rejected. The cost should be quoted in Indian Rupees only and should be numbered in each page with signature. The quoted cost shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
- 12.14. Required documents including Technical and Financial Bids as per the clause No 12.2 and 12.13 should be submitted, latest before 4:00 pm of 31st August 2021. The Bid not in the prescribed format is liable to be rejected. In case the last date falls on a holiday, the next working day shall be considered as the last day for submission of Bid.

- 12.15. Documents required to be submitted along with the bid
The Bidder bidding for the above shall furnish the following self-attested copies of documents along with the bid:
- 12.15.1. Certificates/work-orders showing experience of desired nature.
 - 12.15.2. Copy of PAN card along with financial capability of the Bidder (Annexure-6).
 - 12.15.3. The Bid shall be typed and be stamped and signed by a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages with seal/stamp.
- 12.16. The bid shall be rejected:
- 12.16.1. If the Bidder withdraws its bid during the period of validity specified in the RFP.
 - 12.16.2. If the successful Bidder fails to sign contract within one week of the issue of Letter of Contract/Award.
 - 12.16.3. In either case, the Bidder shall not be eligible to participate in any RFP initiated by DoJ for same item for three years from the date of issue of RFP. The Bidder shall not approach the court against the decision of DoJ in this regard.
- 12.17. MOA (sample) (Annexure-1)
- 12.18. Letter of Invitation (Annexure-2)
- 12.19. Letter of Bid submission (Annexure-3)
- 12.20. Technical Bid (Annexure-4)
- 12.21. Integrity Pact (Annexure-5)
- 12.22. Financial Bid (Annexure-6)
- 12.23. Financial capability of the Bidder (Annexure-7)
- 12.24. Anti-Collusion Certificate (Annexure-8)
- 12.25. Bid-Security Declaration (Annexure-9)
- 12.26. Checklist (Annexure-10)
- 12.27. Failure to furnish the information and documents required as per RFP may result in rejection of the Bid. All the pages of the Bid document and certificates shall be duly stamped and signed by the Bidder.

13. Bid Security:

The Bidders are exempted from submission of bid security deposit as per Department of Expenditure Order No. F.9/4/2020-PPD dated 12th November 2020.

14. Two Bid System:

Department has adopted a two-stage selection process for evaluating the Bids comprising of the technical Bid and financial bid.

15. Technical Bid:

Technical bid should contain the bid documents along with duly completed, signed and stamped by the Bidder in the prescribed format. (Annexure-4)

16. Financial Bid:

The financial bid includes the costs calculated by the Bidder for successful execution of proposed idea. Detailed cost break-ups should also be provided in the prescribed format. (Annexure-6)

17. Number of Applications: Each Bidder shall submit only one (1) application for the assignment. Any Bidder, who submits or participates in more than one application, will be disqualified.

18. Clarifications:

Queries if any may be referred in writing to the Under Secretary (A2J), Department of Justice at email amarjeet.sroa@nic.in on or before 18th August 2021 (Wednesday) upto 05.00 PM.

19. Pre Bid Meeting:

Pre-Bid Meeting (online) will be held to clear doubts regarding project details, scope of work, and solicitation of documents as per RFP. During the pre-bid meeting prospective Bidders may seek information from DoJ which they feel is essential for preparation of their Bids. Date and time of the Pre-Bid Meeting is given in the Important Date Sheet. Link of the online meeting will be available on www.doj.gov.in.

20. Amendment of RFP Document:

- 20.1. At any time prior to the Application due date, DoJ may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of addendum posted on the website of the DoJ – www.doj.gov.in
- 20.2. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, DoJ may, at its own discretion, extend the Application Due Date.

21. Format for Submission of Bid:

The format for submission of Bid is uploaded on the website of the DoJ – www.doj.gov.in. The RFP should be accompanied by scan copy of PAN, audited statement of annual turnover for the last 3 years (2018-19, 2019-20 and 2020-21), copy of previous work completion certificates, work experience and qualification related papers of proposed team members and other relevant supporting documents. DoJ reserves the right to reject any application that is not in the specified format. All pages and attached documents should be properly marked and must bear the initials of the Bidder with page numbers. The total proposed assignment cost by the Bidder (in Indian rupees) shall be quoted in the financial bid format. The financial bid shall not include any conditions attached to it and any such conditional financial Bid shall be rejected summarily.

22. Validity:

The “Bidder(s)” acknowledge that the application submitted in response to this RFP shall constitute an offer to the DoJ which shall remain open for acceptance until the contract is awarded by the DoJ. For the avoidance of doubt, neither this RFP nor any response submitted by the “Bidder(s)” in response to this RFP shall constitute a legally binding agreement unless and until accepted by the “DoJ” in writing in the form of a contract executed between the DoJ and the successful “Bidder”.

23. Application Preparation Cost:

The Bidder shall be responsible and shall bear all costs and expenses associated with the preparation of its Application. It is clarified that DoJ shall not be responsible or in any way liable for such costs, expenses regardless of the conduct or outcome of the assignment.

24. Condition under which RFP is Issued:

The RFP is not an offer and is issued with no commitment. DoJ reserves the right to withdraw RFP and or vary any part thereof at any stage.

25. Bids Screening Committee (BSC): Based on the selection criterion as mentioned in the RFP, all the technical Bids will be screened by the DoJ formed Bids Screening Committee. As per the selection criterion, BSC will also evaluate the quality of the Bids and shortlist them for the second round i.e. online presentation before the Bids Evaluation Committee.

26. Bids Evaluation Committee (BEC):

DoJ will form a Bids Evaluation Committee (BEC) for selection of Bidders. Shortlisted Bidders will be invited for a brief online presentation before the Bids Evaluation Committee. During this presentation, shortlisted Bidder will present their proposal on Legal Literacy and Legal Awareness and briefly present uniqueness of the proposed project. Based on the selection criterion BEC will award marks to the Bidders. Bidders scoring 70% or more marks will go for the third round of selection and where their Financial Bids will be evaluated.

27. Conflict of Interest:

DoJ requires that the shortlisted Bidders provide professional, objective, and impartial service and at all times, hold paramount the interests of DoJ and strictly avoid conflicts with other assignments or its own interests. Shortlisted Bidders shall not accept or engage in any assignment during the course of entire period of assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

28. Fraud and Corrupt Practices:

28.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything contrary to the contents of this RFP, DoJ shall reject an application without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly, or through an agent, has engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice (collectively the “Prohibited Practices”) in the selection process.

28.2. Without prejudice to the rights of DoJ herein above, if an Bidder is found by the DoJ to have directly or indirectly, or through an agent, engaged or indulged in any prohibited practice during the short listing process, or after the issue of the notification of short listing, such Bidder shall not be eligible to participate in RFP/procurement process issued by DoJ during a period of 3 (three) years from the date such Bidder, as the case may be, is found by DoJ to have engaged or indulged in the prohibited practice.

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

- 28.4. "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 short listing process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the short listing process or after the issue of the notification of short listing as the case may be, any person in respect of any matter relating to the project or notification of short listing, who at any time has been or is a legal, financial or technical consultant/ advisor of DoJ in relation to any matter concerning the Project;
- 28.5. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the short listing process;
- 28.6. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Short listing Process;
- 28.7. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the DoJ with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the short listing process; or (ii) having a Conflict of Interest;
- 28.8. "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 short listing process.

29. Right to Accept or Reject any of the Applications:

Notwithstanding anything contained in this RFP document, DoJ reserves the right to accept or reject any application or to annul the short listing process or reject all applications at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment. DoJ reserves the right to reject any application if:

- 29.1. At any time, a material misrepresentation has been made or discovered. Or
- 29.2. The Bidder does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the Application.
- 29.3. Rejection of the Application by DoJ as aforesaid, would lead to the disqualification of the Bidder.

30. Miscellaneous: The short listing process shall be governed by, and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the short listing process.

- 30.1. DoJ, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
 - 30.1.1. Suspend and/or cancel the short listing process and/or amend and/or supplement the short listing process or modify the dates or other terms and conditions relating thereto;
 - 30.1.2. Consult with any Bidder in order to receive clarification or information;
 - 30.1.3. Retain any information and/or evidence submitted to DoJ by, on behalf of and/or in relation to any Bidder; and/or
 - 30.1.4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

31. It shall be deemed that by submitting the Application, the Bidder agrees and releases DoJ, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
 - 31.1. All documents and other information supplied by DoJ or submitted by a Bidder shall remain or become, as the case may be, the property of DoJ. DoJ will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
 - 31.2. DoJ reserves the right to make inquiries with any of the organisations/clients listed by the Bidders in their previous experience record.

Proposed Format for the Contract

MEMORANDUM OF AGREEMENT

For
‘Title of the Bid.....’

Between
Department of Justice, Government of India

And

(Name of the Bidder)

This Memorandum of Agreement (hereinafter referred to as ‘MOA’) is made on this _____ day of _____, 2021 for and on behalf of the President of India, acting through _____, Department of Justice, 26 Jaisalmer House, New Delhi-110011 (hereinafter referred to as ‘DoJ’ which expression shall unless repugnant to the context or meaning thereof, include its successor-in-office and assigns) of the ONE PART:

AND

_____, having its office at _____, (hereinafter referred to as ‘.....’ or ‘Bidder’ which expression shall unless repugnant to the context or meaning thereof, include its successor-in-office and assigns) of the Second PART:

PURPOSE OF THE MOA:

This MOA is being entered into to lay down the framework under whichwill conduct over a period of 24 (twenty four) months from the date of signing the MOA.

1. Contractual Terms and Conditions:

1.1.This MOA is subject to the General Terms of Contract attached herewith as Annex-I. The provisions of this Annex shall control the interpretation of this MOA and in no way shall be deemed to have been derogated by the contents of this MOA and any other Annexes unless otherwise expressly stated under clause 4 of this MOA, entitled “*Special Conditions*”.

1.2..... and DoJ also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict, in the following order:

- a) This MOA;
- b) The General Terms of Contract;
- c)’s technical Bid with budget which was received by DoJ on _____, 2021; and
- d) Work Plan, Timeline and Methodology

1.3.All the above shall form the MOA between and DoJ superseding the contents of any other negotiations and/or agreements, whether or in writing, pertaining to the subject of this MOA.

1.4.The duration of this MOA is for 24 (Twenty four) months from the date of signing of this MOA unless mutually extended by DoJ and the Bidder in writing.

2. Obligations of

2.1..... shall perform and complete the deliverables described in Paragraph 3 & 4 of the Work Plan, Timeline and Methodology placed at Annexure-III with due diligence and efficiency and in accordance with the MOA.

2.2..... shall provide the services of the following key personnel:

2.2.1.

2.2.2.

2.3.All Reports shall be written in the English language, and shall describe in detail, the services rendered under the MOA during the period of time covered in such report. All reports with high resolution photographs shall be transmitted by through post/courier and email to the address specified.

2.4..... represents and warrants the accuracy of any information or data provided to DoJ for the purpose of entering into this MOA, as well as the quality of the deliverables and reports foreseen under this MOA in accordance with the highest industry and professional standards.

3. Payment and Deliverables:

Billing and payments in respect of the Services shall be made as follows:

(Time period of the Project: twenty four (24) Months)

Instalments	Deliverables	Percentage of payment
First	<ul style="list-style-type: none"> • Submission and acceptance of detailed work plan with timelines, content outline, methodology etc. • Project activities as proposed in the 1st six months of Year -1 	25% (30% - 5% Performance Security)
Second	<ul style="list-style-type: none"> • Project activities as proposed in the 2nd six months of Year -1 	25 %
Third	<ul style="list-style-type: none"> • Project activities as proposed in the first six months of Year – 2 	25 %
Fourth	<ul style="list-style-type: none"> • Project activities proposed in the last six months of Year – 2 	20%
Last	<ul style="list-style-type: none"> • Submissions of all progress reports • Submission of project evaluation report • Submission & acceptance of Project Completion report along with High resolution photographs 	5% Performance Security
Total		100 %

3.1. The Department of Justice will retain from the first instalment, by way of Performance Security, 5% [five per cent] of the total amount of the contract to be appropriated against breach of the agreement or for recovery of liquidated damages. The balance remaining out of the Performance Security shall be returned [without any interest] to the Bidder at the end of four months after the successful completion of the project.

3.2. In case of delay in the completion of services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Contract Value per day, subject to a maximum of 10 % (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Bidder, suitable extension of time shall be granted.

3.2.1. The DoJ shall have the right to appropriate the Performance Security, in whole or in part, without notice to in the event of breach of Agreement or for recovery of liquidated damages.

3.3. A separate bank account will have to be opened by the engaged agency under this engagement for accounting and audit purpose. All payments shall be made by DoJ to the following Bank account:

Account Holder:
Bank:
Account No:
IFSC CODE:

4. Special Conditions:

4.1. The responsibility for the safety and security of and its personnel and property and of DoJ's property in 's custody rests with

4.2. DoJ reserves the right to verify whether such a plan is in place, and to suggest modification to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this MOA. Notwithstanding the foregoing, shall remain solely responsible for the security of its personnel and for DoJ's property in its custody as set forth in paragraph 4.1 above.

5. Audits and Investigations:

5.1. Each instalment paid by DoJ shall be subject to a post-payment audit by auditors, whether internal or external, of DoJ or the authorised agents of the DoJ at any time during the term of the MOA and for a period of three(3) years following the expiration or prior termination of the MOA. The DoJ shall be entitled to a refund from for any amounts shown by such audit to have been paid by the DoJ other than in accordance with the terms and conditions of the MOA. Should the audit determine that any fund paid by DoJ have not been used as per MOA clauses, shall reimburse such funds forthwith. Where fails to reimburse such funds, DoJ reserves the right to seek recovery and/or to take any other action as it deems necessary.

5.1.1. acknowledges and agrees that, at anytime, DoJ may conduct investigations, seek clarifications relating to any aspect of the MOA, the obligations performed under the MOA, and the operations of generally. The right of DoJ to conduct an investigation or to seek clarification and 's obligation to comply with such an investigation shall not lapse upon expiration or

prior termination of the MOA. shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations or clarifications. Such cooperation shall include but shall not be limited to,’s obligation to make available its personnel and any documentation for such purposes and grant to DoJ access to’s premises. shall require its agents, including, but not limited to,’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by DoJ hereunder.

6. Anti-terrorism:

..... agrees to undertake all efforts to ensure that none of the DoJ Funds received under this MOA are used to provide support to individuals or entities associated with terrorism, anti-constitutional or illegal activities.

7. Entry into force, Time limits:

7.1. The MOA shall enter into force upon its signature by both parties.

7.2. shall commence the performance of the Services not later than2021 and shall complete the Services by 2023 with one month more for reporting of such commencement.

7.3. All time limits contained in this MOA shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications:

Any modification to this MOA shall require an amendment in writing between both parties duly signed by authorised representative of and, or his successor in the respective office of Department of Justice, Government of India.

9. Notifications:

For the purpose of notifications under the MOA, the address of DoJ and are as follows:

For Department of Justice, Government of India:

Department of Justice,
Government of India,
26, Jaisalmer House, Mansingh Road,
New Delhi- 1100011
Contact: (011) 23072135
E-mail: dirj1-DoJ@gov.in

For:

.....,
.....,
.....
Contact: Tel/Fax (.....)
E-mail:

For and on behalf of
.....

For and on behalf of President of India
Department of Justice

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Place:

Place: **New Delhi**

Date:

Date:

General Terms of Contract

1. Legal Status:

The Bidder shall be considered as having the legal status of an independent organisation vis-à-vis DoJ. The Bidder's personnel, and collaborating partners shall not be considered in any respect as being the employees or agents of DoJ or Ministry of Law and Justice.

2. Source of Instructions:

The Bidder shall neither seek nor accept instructions from any authority external to DoJ in connection with the performance of its services under this contract. The Bidder shall refrain from any action, which may adversely affect DoJ and shall fulfil its commitments with the fullest regard to the interests of DoJ and the terms and objectives of the MOA.

3. Bidder's responsibility for employees:

The Bidder shall be responsible for the professional technical competence of its employees and will select, for work under this contract, reliable individuals who will perform effectively in the implementation of this contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. Assignment:

The Bidder shall not assign, transfer, pledge or make other disposition of this contract or any part thereof, or any of the organisation's rights, claims or obligations under this contract except with the prior written consent of DoJ.

5. Sub-contracting:

In the event the Bidder requires the services of sub-Bidder, the Bidder shall obtain the prior written approval and clearance of DoJ for all sub-Bidders. The approval of DoJ of a sub-Bidder shall not relieve the Bidder of any of its obligations under this contract. In the event of any dispute between the Bidder and the sub-Bidder, DoJ shall not be made party to the dispute.

6. Officials not to benefit:

The Bidder warrants that no official of DoJ has received or will be offered by the Bidder any direct or indirect benefit arising from this contract or the award thereof. The Bidder agrees that breach of this provision is a breach of an essential term of this contract.

7. Indemnification:

The Bidder shall indemnify, hold and save harmless, and defend, at its own expense, DoJ, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Bidder, or the Bidder's employees, officers, agents or sub-Bidders, in the performance of this contract. This provision shall extend, inter alia, to claims and liability in the nature workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Bidder, its employees, officers, agents, servants or sub-Bidders. The obligations under this clause do not lapse upon termination of this contract.

8. Encumbrances/liens:

The Bidder shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with DoJ

against any money due or to become due for any work done or materials furnished under this contract, or by reason of any other claim or demand against the Bidder.

9. Title to equipment

Title to any equipment and supplies that may be furnished by DoJ shall rest with DoJ and any such equipment shall be returned to DoJ at the conclusion of this contract or when no longer needed by the Bidder. Such equipment, when returned to DoJ, shall be in the same condition as when delivered to the Bidder, subject to normal wear and tear. The Bidder shall be liable to compensate DoJ for equipment determined to be damaged or degraded beyond normal wear and tear.

10. Use of name, emblem or official seal of DoJ, GOI:

The Bidder shall not in any manner whatsoever use the name, emblem or official seal of DoJ in connection with its business or otherwise, without written approval from the DoJ.

11. Confidential nature of documents and information:

All maps, drawings, photographs, plans, reports, materials, recommendations, estimates, documents and all other data compiled by or received by the Bidder under this contract shall be the property of DoJ, shall be treated as confidential and shall be delivered only to DoJ authorised officials on completion of work under this contract. The Bidder may not communicate at any time to any other person, government or authority external to DoJ, any information known to it by reason of its association with DoJ which has not been made public except with the authorisation of DoJ; not shall the Bidder at any time use such information to private advantage. These obligations do not lapse upon termination of this contract.

12. Termination:

Either party may terminate this contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with “settlement of disputes” stated below shall not be deemed a termination of this contract. DoJ reserves the right to terminate without cause this contract at any time upon 15 days prior written notice to the Bidder. In the event of any termination by DoJ, no payment shall be due to the Bidder except for work and services satisfactorily performed in conformity with the express terms of this contract. The Bidder shall take immediate steps to terminate the work and services in a prompt and orderly be adjudged bankrupt, or be liquidated or become insolvent, or should the Bidder make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Bidder, DoJ may, without prejudice to any other right or remedy it may have, terminate this contract forthwith. The Bidder shall immediately inform DoJ of the occurrence of any of the above events.

13. Settlement of disputes:

13.1. Amicable settlement:

The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity thereof.

13.2. Arbitration:

13.2.1. In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such

resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Justice (“Justice Secretary”), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (NO. 26 of 1996) shall be applicable to the arbitration. The place of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the “Award”), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement to the extent of respective expenditure incurred by them. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

13.2.2. Pending the submission of any/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this MOA without prejudice to a final adjustment in accordance with such award.

14. Privileges and immunities:

Nothing in or relating to this contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the DoJ.

15. Copyright:

Intellectual property rights including all intellectual property rights on any subject matter part of the training programs/workshops including copyright on any of the creations thereunder shall vest with the Department of Justice. Appropriate logos will be used and copyright will also be accordingly asserted stating that the material may be used after acknowledgement.

16. Adherence to timelines:

The Bidder understands and agrees that this training programme is to be conducted in a time bound manner and any delay on its part may impact the funding for the programme being given to them. Funding will not be released beyond unless mutually agreed between DoJ and the Bidder.

LETTER OF INVITATION (LOI)

F.No. DISHA/LLAP/RFP/04/ 2021
Department of Justice,
Ministry of Law and Justice
Government of India

....

Room No. 25A, 26 Jaisalmer House,
Mansingh Road, New Delhi – 110011

Dated: 2021

Request for Proposal (RFP) for “Engagement of Bidders for Pan India Legal Literacy and Legal Awareness Programme”

Ministry of Law and Justice, Government of India represented by Department of Justice (DoJ), invites online bids under two bids system i.e. Technical and Financial Bids for “Engagement of Bidders for Pan India Legal Literacy and Legal Awareness Programme” under its Designing Innovative Solutions for Holistic Access to Justice (DISHA) Scheme. Manual bids shall not be accepted.

The RFP document, contains the information to Bidders, Terms of Reference (TOR) including requirement of qualifications of team and experience of Bidders, criteria for evaluation of Bids and selection procedure can be downloaded from the DoJ’s website www.doj.gov.in

Based on the screening of the Bids by Bid Screening Committee (PSC) as per the criterion led down in the RFP, shortlisted Bidders shall be invited for online PPT presentation before the Bid Evaluation Committee (PEC) of DoJ.

The Bidders are required to submit their Technical and Financial Bid through single email on or before 31st August 2021 latest by 04:00 P.M. In case it is a holiday, the next working day will be the last date for bid submission.

Quarries if any may be referred in writing to the Under Secretary (A2J), at email amarjeet.sroa@nic.in on or before 18th August 2021.

Ms. Amarjeet Sroa,
Under Secretary to the Government of India (A2J)
Department of Justice, Ministry of Law and Justice, GoI,
Room no 25A, Jaisalmer House,
26, Mansingh Road, New Delhi - 110011

Note: DOJ reserves the right to cancel this RFP and/or invite afresh with or without amendments, without liability or any obligation for such RFP and without assigning any reason. Information provided at this stage is indicative and DOJ reserves the right to amend/add further details in the RFP.

Letter of Bid Submission
(To be furnished on the Bidder's Letter head)

To,

The Under Secretary (A2J)
Access to Justice Project,
Room no 25A, Jaisalmer House,
26, Man Singh Road,
New Delhi – 110022

Dear Sir/Madam,

We the undersigned, offer to provide our services for implementation of Pan India Legal Awareness and Legal Literacy programme of Department of Justice, Ministry of Law and Justice, Government of India, in accordance with the RFP document dated and agree to accept all the terms and conditions contained in the said document. We are hereby submitting copies of the Bid, which includes Technical Bid, and Financial Bid.

2. We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.
3. We also confirm that in the case of deviating from or declining DoJ's work order or deliberately/ knowingly providing wrong / false information/ credentials/ documents in support, the DoJ reserves the right to terminate/rescind the contract at any stage, forfeit the Performance Security and other dues of the Bidder, if any, and to take any other action as may be deemed fit.
4. Our bid, in conjunction with your acceptance of our Bid shall constitute a binding work order for us.
5. We understand that the DoJ is not bound to accept any Bid received without due diligence.

Yours sincerely,
Authorized signature (in full and details):
Name and Title of Signatory:

Name of Bidder

Seal

Technical Bid Format

The Bid must be submitted in the prescribed format along with a completed organization profile.

The **Technical Bid** must include the following information:

1. Short Responses can be placed within the cells provided in the tables below. Additional information can be attached as appendices, but should be explicitly referred from within the appropriate cells

Name of the Bidder/Bidder	
Office	
Address	
Web	
E-mail	
Telephone& Mobile	
Fax	
PAN	
TAN	
GST	
Certification of incorporation	

2. Designated contact for response clarification and questions

Name and Title	
Address	
E-mail	
Mobile	
Fax	

3. Project Title:
4. Designated contact for response clarification and questions
5. Duration of the project: Time schedule with milestones - The time frame should include specific timelines for the completion of each component in coordination with Project Management Team and DoJ.
6. Project Objectives:
7. Details of Activities to be undertaken:
8. Detailed Methodology:
9. Key Deliverables:

10. Criteria for Selection:

10.1. Innovative Idea: The Bid must clearly describe the idea and explain how it is innovative. How is this Bid/idea better than existing solutions for the marginalized sections? The organisation must state the rationale to support the proposed work as well as the benefits to be derived directly by the project beneficiaries.

10.2. Justification:

10.3. Replicability: The Bid must be able to indicate clearly the ‘replicability’ of the idea/initiative. The Innovation is meant to demonstrate replicable and innovative strategies and approaches for legal awareness and legal literacy in a way that they can be taken up as models for future up-scaling by Government and other institutions such as the Legal Services Authorities.

10.4. Sustainability: The Bid must indicate whether the project become self-supporting? If so, when and how? If not, how does the organisation plan to continue the project-work beyond the project period? Method by which the beneficiaries will maintain and assume responsibility (ownership) of the project.

10.5. Feasibility: The feasibility of the project in the proposed time and circumstances needs to be established and feasibility of the methodology proposed. There should also be a fair assessment of the possible challenges in developing the project and how could these be overcome. There must be an indication of the support network (community partners etc. who can assist the Bidder with the project development).

10.6. Equity: Gender sensitive and inclusive design.

10.7. Expertise and Experience:

11. Expected Outcome:

12. Is the project co-funded by any other source?

13. What are the likely risks to the project?

14. Technical Competence

15. Time schedule with milestones - The time frame should include specific timelines for the completion of each component in coordination with Project Management Team and DoJ.

16. Briefly describe your organizational capacity to implement Legal Literacy and Legal Awareness projects (staff strengths, experience, office locations, physical space etc.).

17. What type of team will be assigned to this project? What will each person's role be?
Please include a brief background summary for each key staff member assigned to this project, along with his/her technical competencies and experience.

S N	Designation	Qualification & Experience	Assigned Roles	
			Field	Office
1.				
2.				
3.				
4.				
5.				

18. Please discuss any partnerships with other organizations for technical support.

19. Project Planning, Monitoring and Evaluation Indicators:

20. Provide authentic proof that the Bidder has been engaged with Central Government/ Central PSUs/ State Government in similar kind of work in India (Copy of work order/ performance certificate is required to be submitted). Please use this format for your response.

Reference-I	
Ministry/Institution Name	
Address	
Scope of Project	
Dates of Engagement	
Contact Name and Title	
E-Mail	
Telephone	
Reference-II	
Ministry/Institution Name	
Address	
Scope of Project	
Dates of Engagement	
Contact Name and Title	

E-Mail	
Telephone	
Reference-III	
Ministry/Institution Name	
Address	
Scope of Project	
Dates of Engagement	
Contact Name and Title	
E-Mail	
Telephone	

Integrity Pact

(To be executed on plain paper, signed and submitted along with technical bid by the bidder. Department of Justice (DoJ) will sign after opening of Technical Bids)

Department of Justice hereinafter referred to as “DoJ”.

AND

_____ hereinafter referred to as “The Bidder”

The Department intends to award, under laid down organizational procedures, contract/s for engagement of bidders for Pan India Legal Literacy and Legal Awareness Programme. The DoJ values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s).

Commitments of the Department of Justice (DoJ).

DoJ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1. No employee of the department, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
2. Department will during the tender process treat all Bidder(s) with equity and reason. Department will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

Commitments of the Bidder(s)

1. The Bidder(s) commit himself to take all measures necessary to prevent corruption. They commit themselves to observe the following principles during their participation in the tender process and during the contract execution.
 - a. The Bidder(s) will not, directly or through any other persons or firm, offer promise or give to any of the department’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

- c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the department as part of the organizational relationship, regarding plans, technical proposals and details, including information contained or transmitted electronically.
 - d. The Bidder(s) will, when presenting their bid, disclose any and all payments they have made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e. The Bidder(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to Department and shall wait for their decision on the matter.
2. The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
3. Disqualification from tender process and exclusion from future contract
If the Bidder(s), before award or during execution has committed a transgression through a violation of Para 2 & 3 or in any other form such as to put their reliability or credibility in question, department is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already signed, for such reasons.
4. Previous Transgression
 - a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify their exclusion from the bidding process.
 - b. If the bidder makes incorrect statement on this subject, they can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.
5. Pact Duration
This pact begins when both parties have legally signed it. It expires for the agency 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director (A2J), Department of Justice, New Delhi.
6. Other Provisions
 - a. This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Department of Justice, 26, Jaisalmer House, Mansingh Road, New Delhi.
 - b. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
 - c. If the agency is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
 - d. Should one or several provisions of this agreement turn out to be invalid, the

remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- e. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the DoJ)

(For & on behalf of Bidder)

(Office Seal)

(Office Seal)

Name:_____

Name:_____

Designation_____

Designation_____

Place_____

Place_____

Date_____

Date_____

Format for Financial Bid & Covering Letter

To:
The Under Secretary (A2J)
Department of Justice,
25A, Jailsalmer House,
26, Mansingh Road, New Delhi 110001

Subject: Submission of the Financial Bid for engagement of Bidder for Pan India Legal Literacy and Legal Awareness Programme

Dear Sir/Madam,

We, the undersigned, offer our Bid in accordance with Request for Bid for - Innovative Legal Literacy & Legal Awareness (State level) / Digital Legal Literacy -Design & Development (National Level)/ Digital Legal Literacy – Dissemination & Assessment (National Level) / Monitoring & Evaluation of Legal Literacy & Legal Awareness Programmes (National Level) at location (State/National)..... Our attached financial Bid is for the amount of Rs..... (Amount in words). This amount is inclusive of all the taxes. Details of taxes are provided in the financial Bid format.

1. Validity:

- 1.1. All the amounts mentioned in our bid are in accordance with the terms as specified in the RFP documents. All the rates and other terms and conditions of this Bid are valid for the entire duration of the contract and further extendable for a period of 1 year.
- 1.2. We hereby confirm that we have mentioned all applicable taxes in this financial Bid. Taxes shall be paid as applicable at the time of payment.
- 1.3. We further confirm that the prices stated in our bid are in accordance with Instruction to Bidders included in RFP documents and for successful execution of proposed activities.
2. We confirm having submitted the information as required as per Instruction to Bidders. We are not submitting any assumptions or conditions within financial Bid, as it is all-inclusive Bid. DoJ reserves the right to reject our Bid in case of any discrepancy or conditions found with our financial Bid.
3. We declare that our Bid amount is for the entire scope of the work as specified in all the Sections of this RFP and Annexure thereto and our financial bid shall be binding upon us till the expiration of the validity period of the Bid.
4. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Financial Bid Format

S N	Particulars	Calculations/ brief details	Amount in INR
A.	Programme Cost with detailed breakups		
	Cost of planned activities		
	(space for additional information if any)		
B.	Administrative Cost (not more than 5% of Programme Cost)		
	(space for additional information if any)		
	Taxes (applicable taxes)		
	(space for additional information if any)		
C.	Total cost of Financial Bid		

Amount in words

Signature.....
 For and on behalf of.....
 Name.....
 Designation.....
 Seal.....

Financial Capability of the Bidder

S N	Financial Year	Annual Turnover (Rs. in Lakhs)
1	2018-19	
2	2019-20	
3	2020-21	
Note: Bidders are required to enclose auditor's certificate in support of their claim.		

FORMAT FOR ANTI-COLLUSION CERTIFICATE
(On the letter head of the Bidder)

We hereby certify and confirm that in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Bidder or other person (s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or Bidder in connection with the instant Bid.

Date:

Signature of Authorized Signatory:

Name:

Designation:

[Please affix rubber stamp]

Name of the Bidder:

Bid-Security Declaration

To

The Under Secretary (A2J)
Access to Justice Project,
Department of Justice,
25A, Jaisalmer House,
26 Mansingh Road, New Delhi – 110011

Reference: 1. RFP No. _____ of DoJ.
2. Our Bid No. _____ Dated...

I/We , irrevocably declare as under:

I/We understand that, as per the RFP the bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit. I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of disqualification as may be notified by you (without prejudice to DoJ’s right to claim damages or any other legal recourse) if:

1. I am /We are in a breach of any of the obligations under the bid conditions.
2. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the RFP or extended period, if any.
3. On acceptance of our bid by DoJ, I/we fail to execute the agreement or fail to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____
(complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the Bid.

Checklist

Documents accompanying the Bid (please cross out Yes/No as the case may be)

1. Letter of Bid submission (Annexure-3)
2. Technical Bid (Annexure-4)
3. Integrity Pact (Annexure-5)
4. Financial Bid (Annexure-6)
5. Financial capability of the Bidder (Annexure-7)
6. Anti Collusion Certificate (Annexure-8)
7. Bid-Security Declaration (Annexure-9)
8. Copy of proof to show that the Bidder has been engaged and completed in handling at least three Central Government/Central PSUs/ State Government/Multi-national companies in similar kind of work in India.
9. Self-declaration to the effect that Bidder has not been blacklisted by any government organization.
10. Copy of PAN card, copy of GST registration certificate, certificate of incorporation/ registration.

Signature.....

For and on behalf of.....

Name.....

Designation.....

Seal.....