

REQUEST FOR PROPOSAL (RFP)

**ASSIGNMENT TITLE: Engagement of a Law Firm/ Legal Service
Provider/ Legal Consultancy for offering Legal Consultancy Services to
DoJ**

**DEPARTMENT OF JUSTICE
MINISTRY OF LAW AND JUSTICE
GOVERNMENT OF INDIA**

**Department of Justice,
Jaisalmer House, 26, Man Singh Road,
New Delhi**

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TENDER NOTICE

Tender Notice No. DoJ/Tender/OT/Admin/2023-24/01

Dated 10.10.2023

Department of Justice invites Open tenders for “Engagement of a **Law Firm/ Legal Service Provider/ Legal Consultancy** for offering Legal Consultancy Services to DoJ”

The details are as under: -

a)	Last Date and Time of Submission of offer	Up to 15:00 hrs of 10.11.2023
b)	Time of opening of Tender	15:30 hrs of 13.11.2023
c)	Validity of offer	90 days
d)	Service Delivery period	1 year (extendable for 1 year at a time upto a maximum of 3 years)
e)	Approximate value of work (Incl. Tax)	Rs. 88 Lakh only per annum (Rupees Eighty eight lakh only per annum)
f)	EMD (Rs.)	@2% of the estimated tender value
g)	Tender Document Cost (Rs.)	Nil
h)	Copy of Tender Document is available on DoJ website. All pages of original tender document duly signed by the tenderer along with the offer is to be submitted to this office as specified below	

Note:

1. Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work/services is exempted from submission of EMD.
2. Firms claiming for the above exemptions under NSIC/MSME or others are required to submit along with their offer, a copy of their current and valid NSIC/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered.
3. Prospective bidders are required to direct all communications related to their invitation for tender document through the following nominated point of contact person:

DoJ's Contact Person/Designation

Shri Ramesh Chand Ahuja,

Deputy Secretary (Admin)

Telephone: 01123382570

E-mail ID: rc.ahuja@nic.in

4. All firms are required to submit hard copy of their tender submission, duly signed by authorized signatories with company seal and stamp at below mentioned address:
(It is the responsibility of the firms to ensure that their responses reach the said address before the date & time of opening)

Room No.26,

Jaisalmer House,

26, Mansingh Road,

New Delhi-110011

Tender Notice and tender Document are available on DoJ's website and can be downloaded from www.doj.gov.in

R.Ahuja
10/10/2023

**Deputy Secretary (Admin) to the Government of India
For & on behalf of Department of Justice.**

रमेश चंद आहुजा/R.C. AHUJA
उप सचिव/Deputy Secretary
न्याय विभाग/Department of Justice
भारत सरकार/Government of India
नई दिल्ली/New Delhi

Fact Sheet

Clause Reference	Topic
	The method of selection: Quality cum Cost based Selection
	RFP can be downloaded from doj.gov.in
	EMD @2% of the contract value, in the form of Demand Draft or bankers Cheque or Bank guarantee or and electronic bank guarantee under Structured Financial Messaging System (SFMS).
	Procurement is for services linked to Legal Consultancy Services i.e. Time and material basis: Title: Engagement of a Law Firm for offering Legal Consultancy Services toDoJ
	A pre-bid meeting will be held on 19.10.2023, 11.00 hrs at DoJ Office in Jaisalmer House, 26, Mansingh Road, New Delhi. The details of the Nodal Officer are: Name:ShriRamesh Chand Ahuja, Designation:Deputy Secretary (Admin) Address: Department of Justice, Jaisalmer House, Mansingh Road, New Delhi. Telephone: 01123382570 E-mail ID: rc.ahuja@nic.in All the clarifications should be received on or before 16.10.2023, 17.30 hrs either through post or email as mentioned will be considered.
	Proposals should be submitted in English Language only
	Proposal Submission Mode: Offline
	Proposal Submission Address: Shri Ramesh Chand Ahuja, Deputy Secretary (Admin), Department of Justice, Jaisalmer House, 26 Mansingh Road, New Delhi.
	Validity of the Proposal: 90 days

Sl No.	Particular	Details
1	Start Date of Issuance of RFP document	11.10.2023 (11:00AM)
2	Last date for Submission of Queries	16.10.2023 (05:30 PM)
3	Pre-Bid Conference	19.10.2023 (11:00 AM)
4	Issue of Corrigendum	20.10.2023
5	Last date for issuance of RFP Document	25.10.2023
6	Last date and time of RFP Submission	10.11.2023 (03:00 PM)
7	Date and time of opening of Pre-Qualification bids	13.11.2023 (05:00 PM)
8	Date and time for opening of Technical bids	13.11.2023 (05:00 PM)
9	Date and time for opening of Commercial bids	16.11.2023 (05:00 PM)

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REQUEST FOR PROPOSAL (RFP)

**ASSIGNMENT TITLE: Engagement of a Law Firm / Legal Service Provider/
Legal Consultancy for offering Legal Consultancy Services to DoJ**

Date of issue: 10th OCTOBER, 2023

Last Date of Submission: 10.11.2023 Time (IST): 3 p.m.

Dear Sir/ Madam,

Department of Justice (DOJ), Ministry of Law and Justice intends to enter into an arrangement for the provision of services outlined in the RFP through a competitive bidding process. In this respect, DOJ would like to invite your organization to submit a technical and financial proposal as outlined in this RFP.

The proposal (technical proposal and financial proposal) should be submitted in separate sealed envelopes latest by the date and time mentioned above. Any proposals received after the stipulated date and time shall not be considered.



Yours sincerely,

Name: **रमेश चंद आहुजा / R.C. AHUJA**
उप सचिव / Deputy Secretary
न्याय विभाग / Department of Justice
Designation: **भारत सरकार / Government of India**
नई दिल्ली / New Delhi

1.0. Project Background

1.1. Need for this RFP:

The purpose of the Request for Proposal (RFP) is to seek Institutional knowledge support for in-depth study/analysis on relevant/defined subjects for generating insights and recommendations to DoJ for effective and better service delivery interventions. Studies/Activities should not be of routine nature which are expected to be handled by the Department personnel.

The RFP serves as a formal invitation to qualified legal consultancy firms to submit their proposals and offer their expertise in conducting comprehensive studies, analysis, and advisory services.

The Department of Justice recognizes the need for specialized knowledge and support to effectively tackle key issues related to legal research/analysis. The RFP aims to identify and select the most suitable consultancy firm who can provide high-quality services aligned with the department's objectives.

By issuing the RFP, the Department of Justice intends to achieve several objectives. Firstly, it aims to obtain in-depth studies and analyses on critical subjects, thereby generating valuable insights and recommendations to inform decision-making and policy formulation. Secondly, the RFP seeks to ensure that the consultancy services deliver outcomes within defined timelines, meeting the department's expectations for timely delivery of quality outputs.

Ultimately, the purpose of the RFP is to foster a transparent and competitive process, where legal consultancy firms can present their proposals based on the specific requirements outlined in the RFP. Through this process, the Department of Justice aims to select a qualified and capable partner who can contribute to addressing the challenges and advancing the objectives of the department, thereby promoting a more effective and efficient justice system.

1.2. Expected Outcomes of this RFP

The Request for Proposal (RFP) for legal consultancy services issued by the Department of Justice anticipates several expected outcomes that will contribute to the enhancement of the justice delivery system. These outcomes encompass a range of areas, from research and analysis to practical interventions and advancements in technology. While the potential illustrative studies are indicated for getting the sense of requirements, the actual studies will be decided on need basis from time to time during the currency of contract period.

Firstly, the RFP expects the delivery of comprehensive studies and analyses on various legal domains, providing valuable insights, recommendations, and best practices. These outcomes will inform evidence-based decision-making, policy formulation, and legislative improvements, ensuring the development of an efficient and equitable justice delivery system.

Secondly, the RFP aims to achieve targeted interventions for access to justice and legal awareness. Through legal need assessments and surveys, the expected outcomes involve the

identification of gaps and the implementation of initiatives that address specific challenges faced by individuals in accessing justice and understanding their legal rights.

Additionally, the RFP seeks to improve the efficiency and effectiveness of the justice delivery system through technology adoption and advancements. The expected outcomes include strategies for technology integration, such as video conferencing and e-filing, to enhance court proceedings, streamline processes, and improve access to legal services.

Furthermore, the RFP anticipates the evaluation of existing infrastructure, including family courts and commercial courts, with the objective of identifying areas for improvement and enhancing their effectiveness and performance.

Overall, the expected outcomes of this RFP encompass informed decision-making, targeted interventions, advancements in technology, and improved infrastructure. By achieving these outcomes, the Department of Justice aims to foster a more accessible, efficient, and just legal system that serves the needs of the citizens effectively.

1.3. Skills desired for the successful outcome

The successful outcome of the legal consultancy services sought by the Department of Justice relies on the presence of specific skills and expertise. The skills desired for the successful outcome can be categorized into several key areas:

Legal Expertise: Wide legal knowledge and expertise across various domains of law are essential. This includes a deep understanding of constitutional law, judicial processes, legal research, analysis, and compliance requirements.

Research and Analytical Skills: Robust research skills, including the ability to gather, analyze, and interpret legal data and information, are crucial. The consultants should possess critical thinking abilities to identify patterns, trends, and implications in legal matters.

Project Management: Effective project management skills are necessary to ensure timely and organized delivery of the consultancy services. This includes planning, organizing, and monitoring project activities, as well as managing resources and timelines.

Communication and Reporting: Strong written and verbal communication skills are vital to effectively convey complex legal concepts and findings. The ability to prepare concise and coherent reports, presentations, and recommendations is crucial.

Technological Proficiency: Proficiency in legal technology tools and software is becoming increasingly important. Consultants should be adept at utilizing technology to enhance research, analysis, and service delivery, as well as to leverage data analytics for informed decision-making.

Collaboration and Stakeholder Management: The ability to work collaboratively with diverse stakeholders, such as government officials, legal professionals, and civil society organizations, is essential. Strong interpersonal skills and the ability to build relationships and navigate complex dynamics are necessary for successful outcomes.

Adaptability and Problem-solving: Consultants should be adaptable to change circumstances and be skilled at finding innovative solutions to legal challenges. Flexibility, creativity, and the ability to think critically and strategically are vital.

By ensuring that the selected consultants possess these skills, the Department of Justice can maximize the chances of successful outcomes, high-quality deliverables, and the achievement of the desired objectives outlined in the RFP.

2.0. Key Information:

2.1. Importance of engaging legal consultancy services to support the department's initiatives:

Engaging legal consultancy services plays a crucial role in supporting the initiatives of the Department of Justice. The importance of such services lies in their ability to provide specialized expertise and inputs, enhancing the department's capacity to address complex legal issues and achieve its objectives effectively.

Firstly, legal consultancy services offer in-depth knowledge and research capabilities that enable the department to make informed decisions. These services bring extensive experience and understanding of legal frameworks, precedents, and best practices, assisting the department in navigating intricate legal matters and formulating sound policies and strategies.

Secondly, legal consultants provide valuable analysis and advisory support, helping the department identify and assess potential risks, challenges, and opportunities. They offer expert insights on legal implications, assist in conducting impact assessments, and recommend appropriate courses of action to ensure compliance with laws and regulations.

Furthermore, legal consultancy services enhance the department's capacity in project management and implementation.

Moreover, legal consultants assist in strengthening legal awareness and access to justice. Through surveys, needs assessments, and studies, they identify gaps in legal services, develop targeted interventions, and contribute to promote universal legal awareness and inclusivity within the justice system.

Overall, engaging legal consultancy services empowers the Department of Justice by providing specialized knowledge, research capabilities, and strategic guidance. These services enable the department to navigate complex legal landscapes, improve decision-making, enhance project implementation, and promote equitable access to justice, ultimately fostering a fair and effective legal delivery system.

2.2. Definition of "Law Firm" / "Legal Service Provider" / "Legal Consultancy":

Definition of "Law Firm" / "Legal Service Provider" / "Legal Consultancy" for the purpose of this RFP shall mean the firm/consultancy firm/legal service provider engaged in:

- Works of following nature in the Legal Domain:

- ❖ Research/ Specific Issue based Studies / Different Country wise status reports / Study Reports on Specific Issues or
- ❖ Historical Studies on Constitutional Issues in the Indian Context and Comparative Studies with other countries or
- ❖ Legal Data Analytics and Reports thereof,
- ❖ Any other legal work of similar nature as mentioned above.

Note: "Legal Consultancy" and "Legal Service" wrt to individual consultant's experience shall connote the same meaning as above Para 5.4.2

3.0. About the Department

3.1. Organizational Background

Department of Justice (DOJ) is a part of Ministry of Law & Justice, Government of India. It is one of the oldest Ministries of the Government of India. Till 31.12.2009, Department of Justice was part of Ministry of Home Affairs and Union Home Secretary had been the Secretary of Department of Justice. Keeping in view the increasing workload and formulating many policies and programmes on Judicial Reforms in the country, a separate Department namely Department of Justice was carved out from MHA and placed under the charge of Secretary to Government of India and it started working as such from 1st January, 2010 under the Ministry of Law & Justice. The Department is housed in the Jaisalmer House, 26, Man Singh Road, New Delhi. The functions of the Department of Justice include the appointment, resignation and removal of the Chief Justice of India, Judges of the Supreme Court of India, Chief Justices and Judges of the High Courts and their service matters. In addition, the Department implements important schemes for Development of Infrastructure Facilities for Judiciary, setting up of Special Courts for speedy trial and disposal of cases of sensitive nature (Fast Track Special Court for cases of rape and POCSO Act), E-court Project on computerization of various courts across the Country, legal aid to poor and access to justice, financial assistance to National Judicial Academy for providing training to the Judicial Officers of the Country. The functions of Department of Justice are given in Allocation of Business (Rules), 1961.

3.2. Vision and Mission

VISION: Facilitating administration of Justice that ensures easy access and timely delivery of Justice to all.

MISSION: Ensuring adequacy of courts and judges, including servicing of appointment of Judges to the higher judiciary, modernization of courts and procedures, policies for judicial reforms, and legal aid to the poor for improved justice delivery.

3.3. ORGANISATION AND FUNCTIONS:

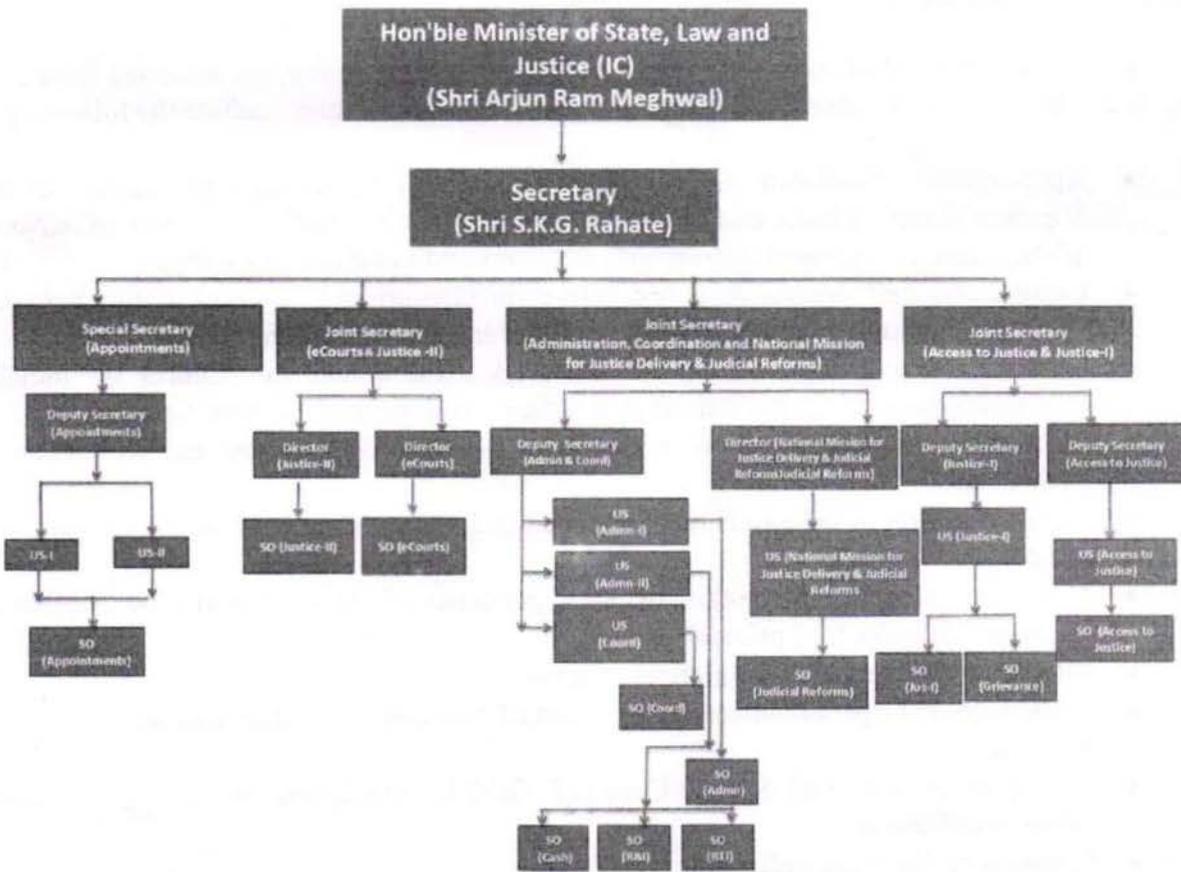
Department of Justice forms part of the Ministry of Law and Justice. It is headed by Minister, Law & Justice. The Secretariat is headed by Secretary (Justice). The organizational setup includes one Special Secretary, three Joint Secretaries, seven Directors/Deputy Secretaries

and eleven Under Secretaries. The sanctioned strength of the Department of Justice is 102, out of which, 47 posts are lying vacant. Out of 55 present incumbents, only 06 women officers/officials are working in this Department.

As per the Government of India (Allocation of Business) Rules, 1961, (as amended from time to time), the subjects handled by the Department of Justice, inter-alia, include the following:

- Appointment, resignation and removal of the Chief Justice of India, Judges of the Supreme Court of India and High Courts; their salaries, rights in respect of leave of absence (including leave allowances), pensions and travelling allowances.
- Constitution and organization (excluding jurisdiction and powers) of the Supreme Court (but including contempt of such Court) and the fees taken therein.
- Constitution and organization of the High Courts and the Courts of Judicial Commissioners except provisions as to officers and servants of these Courts.
- Constitution and organization of Courts in the Union Territories and fees taken in such Courts.
- Implementation of proposals recommended and approved under Finance Commission awards.
- Collection of data on institution, disposal, pendency of cases in Courts and monitoring the status of under trial prisoners.
- Initiate policy measures for judicial reforms.
- Setting up and operationalization of National Mission for Justice delivery and Legal reforms.
- Setting up of Fast Track Special Courts (FTSCs) for speedy trial and disposal of cases of sexual offences.
- Creation of All India Judicial Service (AIJS).
- Implementation of various schemes to facilitate development and modernization of infrastructure for justify judiciary.
- Strengthening Department of Justice – e-office, statistical wing, revamping of official website and training thereupon.
- All matters related to National Judicial Academy.
- Achieve the objective of universal computerisation of all the District & Subordinate Court complexes by provision of hardware, software and WAN connectivity in close coordination with the eCommittee of The Supreme Court of India as a part of the eCourts Project.
- Implementation of Central Sector Scheme “Designing Innovative Solutions for Holistic Access to Justice in India (DISHA)” to further the cause of access to justice.
- All matters related to National Legal Services Authority (NALSA).

3.4. Organisational Chart



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4.0. Instructions to the Bidders:

4.1. General:

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must for their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this or the subject matter thereof.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department of Justice on the basis of this RFP.

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department of Justice. Any notification of preferred bidder status by the Department of Justice may cancel this tender process at any time prior to a formal written contract being executed by or on behalf of the Department of Justice.

d) This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications.

4.2. Compliant Proposals/Completeness of Response

a) Bidders are advised to study all instructions, forms, requirements, appendices 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.

b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- i) Comply with all requirements as set out within this RFP.
- ii) Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
- iii) Include all supporting documentations specified in this RFP.

4.3. Pre-Bid Meeting and Clarifications:

Bidders Queries:

a. Department of Justice shall hold a pre-bid meeting with the prospective bidders on **19.10.2023 at 11.00 hrs at Jaisalmer House, 26 Mansingh Road, New Delhi.**

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the Nodal Officer by post, facsimile or email on **or before 17.30 hrs of 16-10-2023.** The Nodal officer details are as under:

Name: Shri Ramesh Chand Ahuja,

Designation: Deputy Secretary (Admin)



Address: Department of Justice, Jaisalmer House, 26 Mansingh Road, New Delhi.

Telephone: 01123382570

E-mail ID: rc.ahuja@nic.in

c. The queries should necessarily be submitted in the following format:

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification

d. Department of Justice shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

4.4. Responses to Pre-Bid Queries and Issue of Corrigendum

a. The Nodal Officer notified by the Department of Justice will endeavour to provide timely response to all queries. However, Department of Justice makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Department of Justice undertake to answer all the queries that have been posed by the bidders.

b. At any time prior to the last date for receipt of bids, Department of Justice 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 a corrigendum.

c. The Corrigendum (if any), and clarifications to the queries from all bidders will be posted on the website address of Department of Justice website viz: www.doj.gov.in and emailed to all participants of the pre-bid conference.

d. Any such corrigendum shall be deemed to be incorporated into this RFP.

e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department of Justice may, at its discretion, extend the last date for the receipt of Proposals.

4.5. Key Requirements of the Bid:

4.5.1. Right to Terminate the Process:

a. Department of Justice may terminate the RFP process at any time and without assigning any reason. Department of Justice makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b. This RFP does not constitute an offer by Department of Justice. The bidder's participation in this process may result Department of Justice selecting the bidder to engage towards execution of the contract.

4.5.2. RFP Document Fees:

The RFP documents have been made available to be downloaded without any fee from the website <doj.gov.in>

4.6. Earnest Money Deposit (EMD):

a. Bidders shall submit, along with their Proposals, an EMD @2% of the estimated tender value only, in the form of a demand draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS). The payment transfer related information is as follows:

i. EMD in the form of BG in the format specified in Appendix I: Form 3 issued by a commercial bank in favour of < Department of Justice Account Details>.The EMD in the form of BG should remain valid for a period of 90 days beyond the final tender validity period. If finalisation of Bids takes beyond 90 days, the validity of EMD would be mandatorily required to be extended.

ii. Demand Draft/Banker cheque: Payable at <Location/City>

iii. Electronic Bank Guarantee under Structured Financial Messaging System (SFMS): < Department of Justice Account Details>.

b. EMD of all unsuccessful bidders would be refunded by Department of Justice within a month of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.

c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

d. The bid/proposal submitted without EMD mentioned above, will be summarily rejected.

e. The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.

- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

4.7. Submission of Proposals:

Bidders should submit their responses in offline mode and the bids in sealed cover should be dropped in the sealed box placed in DoJ office at Jaisalmer house, New Delhi. The

bids should be sealed separately in two covers for technical and commercial bids and both should be enclosed in a sealed cover bearing the name of Tender on the overleaf of the cover.

Generally, the items to be submitted would include all the related documents mentioned in this RFP, such as:

- EMD
- Pre-qualification proposal
- Technical Proposal
- Financial Proposal
- Additional certifications/documents eg. Power of Attorney (for Authorised Signatory on Bids or for participation in Pre-bid meeting), CA certificates on turnover, etc. However, each of the above documents must be submitted in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder must ensure that the bid is signed by the Authorised Signatory of the bidding firm and has been duly submitted within the submission timelines. The Department of Justice will in no case responsible if the bid is not reached within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

As per Rule 170 of General Financial Rules (GFRs) 2017 Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/Departments are exempted from submission of Bid Security.

4.8. Authentication of Bids:

A proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be attached to the proposal necessarily.

4.9. Preparation and submission of Proposal:

4.9.1. Proposal Preparation Costs:

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Department of Justice to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Department of Justice will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.9.2. Language:

The tender should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the tender, the English translation shall govern.

4.10. Venue and Deadline for Submission of Proposals:

4.10.1. Physical submission of bids at office of Department of Justice:

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to Department of Justice at the address specified below:

Name: Shri Ramesh Chand Ahuja,

Designation: Deputy Secretary (Admin)

Address: Department of Justice, Jaisalmer House, Mansingh Road, New Delhi.

Telephone: 01123382570

E-mail ID: rc.ahuja@nic.in

Last Date and Time of Submission of Bid: 10th November 2023.

4.10.2. Late Bids:

a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

b. The bids submitted by telex/telegram/fax/email etc. shall not be considered. No correspondence will be entertained on this matter.

c. Department of Justice 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.

d. Department of Justice reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5.0. Evaluation Process / Selection Procedure:

a. Department of Justice will constitute a Bid Evaluation Committee to evaluate the responses of the bidders.

b. The Bid Evaluation Committee constituted by the Department of Justice shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

c. The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

d. The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

e. The Bid Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

5.1. Tender Opening:

The offer submitted by the Bidders should be valid for minimum period of <90 days> from the last date of the modified/final Tender. Delay in opening of Bid may warrant extension of the validity of offers.

5.2. Tender Evaluation:

I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals:

- Are not submitted in as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional or partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the Tender
- With lesser validity period
- Submitted without EMD unless exempted

II. All responsive Bids will be considered for further processing as below.

Department of Justice will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

5.3. Consortia & Sub-contracting:

5.3.1. Consortia are not allowed at the bidding stage or at the execution stage.

5.3.2. Sub-contracting is not permissible for executing deliverables/works under the scope of work of the contract.

5.4. Criteria for Evaluation

5.4.1. Pre-Qualification Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Annual Sales Turnover/Receipts of the Law Firm during last 3 years	<p>Annual Sales Turnover or Receipts generated during each of the last three financial years excluding the current financial year ie. 2020-21, 2021-22 & 2022-23 (as per the last published Balance sheets), should be at least Rs. <value of 30% of the Tender Value>.</p> <p>This turnover or receipts should be of a law firm as defined under para 2.2 of this RFP</p>	<p>Extracts from the audited Balance sheet and Profit & Loss; OR</p> <p>Certificate from the statutory auditor</p>
2.	Technical Capability	<p>Law Firm must have successfully completed at least the following numbers of similar work of value specified herein within last 3 financial years from the date of publication of Tender excluding the current financial year ie. 2020-21, 2021-22 & 2022-23.</p> <p>One project of similar nature not less than the amount <value equal to 80% of estimated cost>; OR</p> <p>Two projects of similar nature not less than the amount equal <value equal to 50% of estimated cost each>; OR</p> <p>Three projects of similar nature not less than the amount equal <value equal to 40% of estimated cost each></p> <p><“similar nature” as defined under para 2.2 of this RFP></p>	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate from the client</p>
3.	Consortiums	Bidder should be an individual organization.	

		Consortiums are not allowed.	
4.	Legal Entity	Should be Company registered under Companies Act, 1956 or a Society registered under Societies Registration Act, 1860 Should have been operating for the last three years.	Copy of Registration Certificate
5.	Manpower Strength	Bidder must have on roll staff strength of at least 5 times of the estimated requirements of HR by DoJ as per para 6.3 of the RFP ie. Not less than 20 full time manpower engaged in legal consultancy/service as defined under para 2.2 of this RFP	Self-Certification by the authorized signatory
6.	Debarment	Bidder must not have been debarred from participating in any procurement process by any Government entity in India	A self-certified letter

5.4.2. Technical Qualification Criterion

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations

5.4.2.1. Technical Evaluation Criteria

S. No.	Criteria	Requirements	Max Marks	Supporting Documents
	COMPANY PROFILE		10	
1.	Full-time professional staff engaged in "legal services" as defined under para 2.2 of this RFP (Number of Staff)	Equal to or more than 81:10 marks Between 80&41: 6 marks Between 40&20: 2 marks Less than 20:0 marks	10	A self-certification from authorized signatory
	RELEVANT PAST EXPERIENCE		10	
2.	Similar type of Legal Consultancy works completed or ongoing during last 3 years with each work's value of not less than 30% of	Equal to or more than 5 projects:10 marks 4-5Projects :8 marks 3Projects : 6 marks Less than 3projects : 0 marks	10	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified

	Tender value <Refer the definition of "similar" as defined under para 2.2 of this RFP>.	Note: Minimum value of each work should not be less than 30% of Tender value		by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
3.	RESOURCE PROFILE	As per the details in Para 5.4.2.2.	80	CVs

5.4.2.2. The criterion for evaluation of CVs would be as follows:

Ref No.	Resource Requirement	Nos. Reqd.	Criterion	Evaluation Structure
C-1	Principal Consultant (<i>Legal Consultancy</i>)	<Nos.> Note: Bidder shall offer resumes of equal number of resources estimated by DoJ viz. one Resource estimated. (Refer Para 6.3 of RFP);	Experience of resource proposed (years)	(i) more than 15 Years: 14 marks; (ii) more than 12 and upto 15 Years: 12 marks; (iii) 10 and more than 10 years and up to 12 Years: 10 marks. (iv) Less than 10 Years: 0 marks
			Experience in Litigation ie. Court appearances in not less than 5 cases	(i) 5 or more cases: 2 marks (ii) less than 5 cases: 0 marks.
			Education Qualifications	(i) Doctorate in Law: 8 marks; (ii) PG in Law: 6 marks;
			If possesses any of the degree in Graduation/PG/Ph D from any of the "National Law School" in India (Please refer to the List at Appendix-IV	(i) Yes: 2 mark (ii) No: 0 marks
C-2	Consultant-1 (Legal Consultancy)	<Nos.> Note: Bidder shall offer resumes of equal number of resources estimated by DoJ viz.	Experience of resources proposed (years)	(i) More than 10 Years 8 marks; (ii) more than 8 years and upto 10 Years: 7 marks; (iii) 6 and more than 6

		one Resource estimated. (Refer Para 6.3 of RFP);		years and up to 8 Years: 6 marks. (iv) less than 6 Years: 0 marks
			Education Qualifications	(i) Doctorate in Law: 8 marks; (ii) PG in Law: 7 marks; (iii) Graduation in Law: 6 marks
			If possesses any of the degree in Graduation/PG/Ph D from any of the "National Law School" in India (Please refer to the List at Appendix-IV	(i) Yes: 2 marks (ii) No: 0 marks
C-3	Consultant-2 (Legal Consultancy)	<Nos.> Note: Bidder shall offer resumes of equal number of resources estimated by DoJ viz. one Resource estimated. (Refer Para 6.3 of RFP);	Experience of resources proposed (years)	(i) more than 10 Years : 8 marks; (ii) more than 8 years and upto 10 Years: 7 marks; (iii) 6 and more than 6 years and up to 8 Years: 6 marks. (iv) less than 6 Years: 0 marks
			Education Qualifications	(i) Doctorate in Law: 8 marks; (ii) PG in Law: 7 marks; (iii) Graduation in Law: 6 marks
			If possesses any of the degree in Graduation/PG/Ph D from any of the "National Law School" in India (Please refer to the List at Appendix-IV	(i) Yes: 2 marks (ii) No: 0 marks
C-4	Consultant-1 (Legal Analytics)	<Nos.> Note: Bidder shall offer resumes of equal number of resources estimated by DoJ viz.	Experience of resources proposed (years)	(i) more than 10 Years experience: 8 marks; (ii) more than 8 years and upto 10 Years: 7 marks; (iii) 6 and more than 6

		one Resource estimate d. (Refer Para 6.3 of RFP);	years and up to 8 Years: 6 marks. (iv) less than 6 Years: 0 marks
			Education Qualifications (i) Doctorate in Law with qualification in IT in Diploma/Graduation/P G: 10 marks; (ii) PG in Law with qualification in IT in Diploma/Graduation/P G: 8 marks; (iii) Graduation in Law with qualification in IT in Diploma/Graduation/P G: 7 marks

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least <minimum 75% marks to obtain for technically qualifying> from the technical evaluation criteria would be considered technically qualified.

5.4.3. Commercial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c. **QUALITY CUM COST BASED SELECTION METHOD:**

- a. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =

{(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}% (Adjusted to two decimal places)

- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. The bid price will include all taxes and levies and shall be in Indian Rupees.
- f. Any conditional bid would be rejected
- g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by

multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

5.4.4 Combined and Final Evaluation

- a. The technical and financial scores secured by each bidder will be added using weightage of <70%> and <30%> respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$B_n = 0.70 * T_n + 0.30 * F_n$$

[with 70% weightage to the technical score]

Where

B_n = overall score of bidder

T_n = Technical score of the bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the bidder

- c. In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

5.5. Appointment of Consultant

5.5.1. Award Criteria

Department of Justice will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the least cost quoted bid as per the process outlined above.

5.5.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

Department of Justice reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement 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 Department of Justice action.

5.5.3 Notification of Award

Prior to the expiration of the validity period, Department of Justice will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, Department of Justice, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, Department of Justice will notify each unsuccessful bidder and return their EMD.

5.5.4 Contract Finalization and Award

The Department of Justice shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid (qualified L-1) on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC.

5.5.5 Performance Guarantee

The Department of Justice will require the selected bidder to provide a Performance Bank Guarantee, within <15> days from the Notification of award, for a value equivalent to <10%> of the total tender value. The Performance Guarantee should be valid for a period of 14 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the Department of Justice at its discretion may cancel the order placed on the selected bidder without giving any notice. Department of Justice shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Department of Justice incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.5.6 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, Department of Justice shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between Department of Justice and the successful bidder. Proposed Contract terms are provided as a separate document as Annexure II.

5.5.7 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Department of Justice may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the Department of Justice shall invoke the PBG of the most responsive bidder.

5.6. Fraud and Corrupt Practices

- a. The Applicants/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, the Department of Justice shall reject a Proposal without being liable in any manner whatsoever to the Applicant, 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, the Department of Justice shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Department of Justice for, inter alia, time, cost and effort of the Department of Justice, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

- b. Without prejudice to the rights of the Department of Justice under Clause above and the rights and remedies which the Department of Justice may have under the LOI or the Contract, if an Applicant or Consultant, as the case may be, is found by the Department of Justice 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 issue of the LOI or the execution of the contract, such Applicant or Consultant shall not be eligible to participate in any tender or REP issued by the Department of Justice during a period of five years from the date such Applicant or Consultant, as the case may be, is found by the Department of Justice 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 may be.
- 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 the Department of Justice who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the contract or arising there from, 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 the Department of Justice, 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 issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the Department of Justice in relation to any matter concerning the Project;

- 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 Department of Justice 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5.7 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Department of Justice shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Department of Justice for, *inter alia*, the time, cost and effort of the Department of Justice including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Department of Justice hereunder or otherwise.
- b. The Department of Justice requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Department of Justice's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Department of Justice.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

- iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Department of Justice for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment, or
 - v. A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. A Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for the Department of Justice in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Department of Justice where the conflict of interest situation does not arise.
- e. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the Department of Justice as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Department of Justice shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

6.0. Scope of Work

The scope of the work shall be flexible with dynamic requirements emanating from day to day work necessities and exigencies. However for the appreciation of possible work areas, the following illustrative list of subjects of work are indicated hereunder:

- 1) Study on the procedure of appointment of judges in Constitutional Courts in Democratic Countries
- 2) Issues relating to appointment of Judges in District and Subordinate Courts, including formation of an All India Judicial Service
- 3) Analysis on Issues in News: Constituent Assembly Debates; Common Law; Civil Law etc

- 4) Drafting/Vetting RFP/EOI/ MOU/Agreements/Contracts in order to subscribe to regulatory compliances and best practices
- 5) International Best Practices Study on Legal Assistance/Advise to Citizens; Study on Pro Bono Service
- 6) Inter State/National Best Practices Study on Legal Awareness of Citizens
- 7) Insights for Cross Sectoral Data from Tele Law, Nyaya Bandhu, Legal Awareness and NALSA programs besides Justice Report data from States etc for upgrading Portals/Dashboards/DGQI etc.
- 8) Data Analysis/Analytics on Tele Law data for Insights on Outreach/Impact patterns; Impact on Aspirational Districts/Blocks; Analysis of Voices of Beneficiaries etc
- 9) Technology Adoption Strategies for Programs of Tele Law, Pro Bono and Legal Awareness for improving the service delivery with new paradigms of interventions
- 10) Ways to assess and enhance the impact of Video Conferencing in Courts across country - for the Judiciary & litigants
- 11) Simplify eFiling in Courts across country - for the Judiciary & litigants
- 12) Effectiveness of Family Courts; address issues of concern and ways to better performance; Assess the competency & effectiveness of Councillors in Family Courts;
- 13) Efficacy of FTSCs; impact on a rape victim; hostile witnesses
- 14) Study of International Best Practices of commercial courts and its suitable adoption at filing/trial/judgement/enforcement stages Indian Commercial Courts
- 15) Insights for Data Analytics for Cross-sectoral Data Representation, Technology Adoption Strategies under DGQI
- 16) Study of Pan India Available Judicial Infrastructure and its correlation to Pendency and Budget utilisation bottlenecks; Best practices in this regard
- 17) Legal Need Assessment for targeted interventions for arrear reduction (pendency of court cases)

These areas provide a general overview of the specific research, analysis, and assessment tasks that may be required for the legal consultancy services. However they are not definitive or exhaustive in any manner.

6.1. Defining the Scope of Deliverables:

- i. Finalisation of Deliverables will be done with Mutual deliberations for task based **quarterly work plan**
- ii. **Governance/Management of Project:**
 - a. Quarterly based deliverables: to be decided at the commencement of each quarter in advance
 - b. Monthly Status Report are required to be submitted by the bidder to DoJ
 - c. Principal Consultant to coordinate from Bidder side
 - d. DS/Admin (or a nominated nodal person) to coordinate from DoJ
 - e. Divisional heads to give requirements to DoJ Nodal person (quarterly in advance)
 - f. Resources are not attached to individual divisions; DoJ Nodal person shall judiciously allocate and monitor of effective and equitable utilisation of resources.
- iii. **Quarterly Workplan:** Research studies to be decided in advance for the quarter at least upto the extent of 80%. Additional activities (around 20%) can be decided as per the priorities of DoJ on need basis from time to time.

6.2.TOR for Assigning tasks:

- i. Detailed terms of studies to be assigned should be indicated by divisions & DoJ nodal person with the following details:
- ii. Background of the research topic;
- iii. Objectives of the proposed study;
- iv. Detailed scope of work viz. coverage of activities for conducting the study;
- v. Territorial/Temporal coverage required;
- vi. Final Outcomes /Recommendations of the study expected in any particular Format/data structure/Trend/Audio-video, etc., if required, may be specified;
- vii. Expected Timeline for completion of study;
- viii. Data Sources recommended to be used for analysis such as links from public domain, Captive Data of DOJ, etc., if any, may be indicated.
- ix. Accepted ToR: Binding on both the parties as part of the contract.

6.3. Estimate of Resources:

Ref	Level	Nos.	Specialization
C1	Principal Consultant	1	<i>Legal Research Lead & Coordinator</i>
C2	Consultant	1	<i>Legal Research/Consultancy</i>
C3	Consultant	1	<i>Legal Research/Consultancy</i>
C4	Consultant	1	<i>Legal Analytics</i>

6.4. Minimum Threshold of Manhours in Quarterly Workplan:

- 1) Minimum Threshold of 8 hours per resource per day must be ensured in work plans.
- 2) Each work included in QWP must be calculated in terms of timelines of delivery into estimated manhours
- 3) Total works assigned during the Quarter must be commensurate with available manhours (4 resources x 8 hours a day x 90 days) as an indicator of optimal resource utilisation and optimal workload

7.0. Penalty

7.1 Penalty for exit/replacement/delivery:

- a) Consultant shall accomplish the Scope of Work under the contract as per the timelines and quality standards agreed to with DoJ.
- b) If the Consultant fails to achieve the Timelines and Quality standards expected from it, the Consultant shall be liable to pay liquidated damages to the extent such delay is attributable solely to the consultant.
- c) Damages thereof are quantified as per the below criteria subject to **maximum 20%** of payment due for that particular quarter:
 - i. **Deliverable issue:** 0.25% of quarterly payment due per month of delay proportional to that deliverable.
 - ii. **Resource Availability:** For a resource not being available for more than 4 weeks continuously, 6% of quarterly payment due per 4 weeks of absence shall be levied as penalty.

- d) In case of exit of the proposed key resources at any time during the currency of contract, the prior intimation of 1 month is mandatory. During this one month, suitable replacement should be arranged with mutual agreement.

7.2. Forfeiture of Performance Bank Guarantee

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

- a. When the terms and conditions of contract is breached/infringed.
- b. When contract is being terminated due to non-performance of the Successful Bidder.
- c. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Nodal Officer in this regard shall be final.

7.3. Terms of Payment

- a. Quarterly Payment of Offer/Bid price on pro-rata basis:
- b. Proportional Quarterly payments subject to satisfactory performance (penal charges in case of default)
- c. Payments not linked to quantum of work: divisions & DOJ Nodal person responsible for assigning adequate work to consultants.
- d. Consultants are expected to give presentations and Analytical Reports as required in TOR.
- e. The payment will be made on the Time and Material basis and will be as per the Time Sheet format of each deliverable as agreed upon by the Department of Justice and the Selected Bidder at the time of signing the Contract.
- f. The payment towards expenditure incurred on travelling shall be reimbursed as per the provisions of travelling rules of Department of Justice For the purpose, the consultants will be treated in the following categories of the Department of Justice for the purposes of travel entitlements:
 - a. C1 resource: equivalent to Pay Level-13 of 7th CPC Pay Matrix of Government of India
 - b. C2 to C4 resources: equivalent to Pay Level-12 of 7th CPC Pay Matrix of Government of India
- g. These expenses would be paid directly by the Agency on production of bills.
- h. The taxes would be paid as extra at the prevalent rates.

7.4. Support to be provided by Department of Justice

The Department of Justice will NOT provide the any infrastructural support including the following support, post the award of the contract to the successful bidder:

1. Office Space
2. Secretarial Support
3. Any IT infrastructure support

Successful bidder is expected to arrange on their own all the necessary infrastructural support required for delivery of activities under the scope of work. Successful bidder is not expected to work from the premises of Department of Justice.

7.5. Downstream work

7.6. Intellectual Property Rights

All work performed by the Provider shall be “work for hire” and the counsel shall obtain no rights there from. All rights shall belong to DOJ.

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Appendix I: Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Curriculum Vitae (CV) of Key Personnel



Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Basic Requirement	Required	Provided	Reference & Page Number
1.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
2.	Particulars of the Bidders	As per Form 2	Yes / No	
3.	Earnest Money Deposit	Demand draft/Bank Guarantee/Banker's Cheque/SFMS	Yes / No	
4.	Annual Sales Turnover or Receipts	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
5.	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes / No	
6.	Consortiums	No Consortiums	Confirmation that the bidder is bidding as a single entity	
7.	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service	Yes / No	

		Tax Registration Certificate		
8.	Manpower Strength	Self-Certification by the authorized signatory	Yes / No	
9.	Debarment	A self-certified letter	Yes / No	

Form 2: Particulars of the Bidders

Sl. No.	Information Sought	Details to be Furnished
A.	Name and address of the bidding Company	
B.	Incorporation status of the firm (public limited / private limited, etc.)	
C.	Year of Establishment	
D.	Date of registration	
E.	ROC Reference No.	
F.	Details of company/Society registration	
G.	Details of registration with appropriate authorities for service tax	
H.	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

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Form 3: Bank Guarantee for Earnest Money Deposit (E MD)

To,

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <Department of Justice>

KNOW ALL MEN by these presents that WE <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <Department of Justice> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well arid truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

THE CONDITIONS of this obligation are:

3. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
4. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above man dated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- IV. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- V. This Bank Guarantee shall be valid upto<<insert date>>)
- VI. 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 date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Be

Form 4: Compliance Sheet for Technical Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1	Covering Letter for Technical Proposal	As per Form 5		
2	Full-time professional staff engaged in consulting services (Number of Staff)	A self certification from authorized signatory	Yes / No	
3	Experience relevant to this engagement as listed below to be demonstrated in a maximum of <Nos.> engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. <Refer to definition of "similar work" from para 2.2 of the RFP>.	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client	Yes / No	
4	Proposed CVs (As per requirement specified in Technical evaluation)	CV & a Note (Form 6)	Yes / No	

All the Bidders are requested to mention the document reference number and Page number for each criteria.

Form 5: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Technical bid for <provide name of the consulting assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Consultancy Services to the Department of Justice on <provide name of the consulting engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (In full and initials): _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____



Form 6: Curriculum Vitae (CV) of Key Personnel (To be aligned with the Evaluation Criteria)

1. Proposed Position [only one candidate shall be nominated for each position Expert]:

2. Name of Firm [Insert name of firm proposing the staff]:

3. Name of Staff [Insert full name]:

4. Date of Birth: Nationality:

5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6. Total No. of years of experience:

6.a: Experience of Court appearances (No. of cases):

7. Total No. of years with the firm:

8. Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):

9. Certifications and Trainings attended:

10. Details of Involvement in Projects (only if involved in the same):

11. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

12. Category of the Employee (C1/C2/C3/C4):

13. Employment Record [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From (Year):

To (Year):

Purchaser:

Positions held:

14. Detailed Tasks Assigned	15. Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)
<i>[List all tasks to be performed under assignment]</i>	<i>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional this positions whose CV and experience would be evaluated')</i>
	Name of assignment or project: _____ Year: _____ Location: _____ Purchaser: _____ Main project features: _____ Positions held: _____ Value of Project (approximate value or range value): _____ Activities performed: _____

16. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

_____ Date:

(Signature of staff member or authorized representative of the staff)
Day/Month/Year

Full name of Authorized Representative: _____



Appendix II: Commercial Proposal Templates

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal (Form-2).

2

Form 1: Covering Letter

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Financial bid for <provide name of the consulting assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for <Title of consulting services> in accordance with your Request for Proposal dated «Date» and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of «Amount in words and figures». This amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., <<Date>>.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Financial Proposal

SUMMARY OF COSTS

Sl. No.	Details	Amount excluding Taxes
A	Bidder quoted value in lumpsum FOR AN YEAR EXCLUDING TAXES for completing deploying all the 4 estimates human resources during the contract period for completing all the studies assigned from time to time (Amount to be quoted in lumsum by the Bidder)	In Figures: Rs. _____ In Words: Rupess _____ (excluding Tax) Taxes applicable:Rs..... Cost including taxes:Rs.....

Excluding taxes

Including taxes



Appendix III: Performance Bank Guarantee

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the applicant/supplier") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <Department of Justice> (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the applicant/supplier 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 it has been stipulated by in the said contract that the applicant/supplier 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 the Bank>> a banking company incorporated and having its head/registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto 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 supplier 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 applicant/supplier 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 applicant/supplier 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.

Contract terms

Please refer Annexure II



List of National Law Schools w.r.t. Para 5.4.2.2

Sl. No.	Name of NLU
1	<u>National Law School of India University, Bangalore</u>
2	<u>NALSAR University of Law, Hyderabad</u>
3	<u>National Law Institute University, Bhopal</u>
4	<u>The West Bengal National University of Juridical Sciences, Kolkata</u>
5	<u>National Law University, Jodhpur</u>
6	<u>Hidayatullah National Law University, Raipur</u>
7	<u>Gujarat National Law University, Gandhinagar</u>
8	<u>Dr. Ram Manohar Lohia National Law University, Lucknow</u>
9	<u>Rajiv Gandhi National University of Law, Patiala</u>
10	<u>National University of Advanced Legal Studies, Kochi</u>
11	<u>Chanakya National Law University, Patna</u>
12	<u>National Law University (NLU), Delhi</u>
13	<u>DamodaramSanjivayya National Law University, Visakhapatnam</u>
14	<u>National Law University Odisha, Cuttack</u>
15	<u>National University of Study and Research in Law, Ranchi</u>
16	<u>National Law School and Judicial Academy, Assam, Guwahati</u>
17	<u>Tamil Nadu National Law School, Tiruchirappalli</u>
18	<u>Maharashtra National Law University (MNLU), Mumbai</u>
19	<u>Maharashtra National Law University (MNLU), Nagpur</u>
20	<u>Himachal Pradesh National Law University, Shimla, Himachal Pradesh</u>
21	<u>Maharashtra National Law University (MNLU) Aurangabad</u>
22	<u>Dharmashastra National Law University, Jabalpur</u>
23	<u>Dr. B R Ambedkar National Law University Sonapat, Haryana</u>
24	<u>National law University, Tripura</u>
25	<u>GNLU, Sylvassa</u>
26	<u>National Law University, Meghalaya</u>