

REQUEST FOR PROPOSAL (RFP)
FOR EMPANELMENT OF LAW
FIRM(S) FOR LEGAL
CONSULTANCY TO ETTSA

Excise and Taxation Technical Services Agency (ETTSA)
3rd Floor, Improvement Trust Building
Chhoti Baradari,
Patiala-147001

Contents

II. AVAILABILITY OF RFP.....	2
III. IMPORTANT DATES	2
IV. ELIGIBILITY CRITERIA	3
V. SUGGESTIONS, IF ANY.....	3
VI. SCOPE OF WORK	3
1. Duties of the Law Firms:	3
2. The aforesaid terms of this RFP will have the following meaning:.....	4
3. Visit to a station other than Patiala/Chandigarh:	4
VII. EARNEST MONEY DEPOSIT and Performance Bank Guarantee.....	4
VIII. BID SUBMISSION	4
IX. OPENING OF RFP RESPONSES	6
X. EVALUATION OF RESPONSES TO RFP.....	6
1. Technical Evaluation:	6
2. Financial Evaluation:	7
XI. EMPANELMENT.....	8
XII. PENALTY	8
XIII. PAYMENT	8
XIV. GENERAL TERMS AND CONDITIONS	9
a. Inspection of documents and data: Prospective applicants may review the available documents and data at any time prior to the submission of bids. For this purpose, they will provide at least two days' notice to the nodal officer specified below:	9
XV. INDEMNITY.....	10
XVI. DISPUTE RESOLUTION.....	10
XVII. FORCE MAJEURE	10
XVIII. APPLICABLE LAW	10
ANNEXURE-I	11
INFORMATION SHEET (TECHNICAL DETAILS).....	11
ANNEXURE-II	13
ABRIDGED FINANCIAL BID FOR LEGAL CONSULTANCY SERVICES FOR ETTSA	13
ANNEXURE-III	14
DETAIL FINANCIAL BID FOR LEGAL CONSULTANCY SERVICES FOR ETTSA	14
ANNEXURE-IV.....	15
BID SUBMISSION	15

RFP DOCUMENT FOR EMPANELMENT OF LAW FIRMS FOR LEGAL CONSULTANCY TO ETTSA

I. INTRODUCTION

1. Excise and Taxation Technical Services Agency(ETTSA) is a society created under the Society Registration Act, 1860 with the concurrence of Ministers vide Memo. No. 18/12/2000-ETI (3)/7401 dated 09.11.2001. The said Society was entrusted the work of **establishing WEB enabled information technology based computerization project** for the department to maximize the collection of taxes, duties, levies etc. and at the same time for giving more prompt hassle free services to the tax payers.
2. ETTSA is an autonomous body working primarily towards computerization and automation of the Excise and Taxation Department of the Punjab State Government. It works at more than 100 locations spanning the length and breadth of Punjab. These locations house about 2500 users who are connected through a hybrid WAN network consisting of Leased Lines and VSATs.
3. On the introduction of VAT, the project for Computerization of VAT was launched by ETTSA from Day 1 of VAT coming into application on 01.04.2005 under the Computerization of Vat Information System (COVIS). Thereafter, looking at the need to stay abreast with the improving technology and users' demands, ETTSA moved to its 2nd phase of computerization, named as Computerization of Tax Information System (COTIS) in the BOOT Model.
4. In the process of computerization, certain issues with vendors have led to or are expected to lead to court cases. Thus, in order to avail legal assistance on the court cases and day to day advice on the corporate or legal matters implications, ETTSA wishes to empanel a Law Firm for a period of two years, which can be extended for two more years on yearly basis on mutually agreed terms.

II. AVAILABILITY OF RFP

The RFP document is available at the site www.pextax.com

Prospective Legal Firms desirous of participating in this RFP may view and download the RFP document free of cost from the above mentioned website.

However, to be considered as a bidder, they need to submit the RFP fee of 500/- (Rupees Five hundred only) through demand draft/pay order from a scheduled commercial bank drawn in favour of "CEO ETTSA" payable at Patiala along with the RFP with signature and seal.

III. IMPORTANT DATES

Date of publication at www.pextax.com: 13.10.2016

Start Sale of RFP : 13.10.2016

Place of RFP submission: O/o CEO ETTSA, ETTSA, Third floor, Improvement Trust Building, Chotti Baradari Patiala

RFP submission start date: 18.10.2016

RFP submission end date: 21.10.2016 up to 10:00 AM

Opening of Bids: 21.10.2016 at 11:00 AM at O/o Addl. ETC-1 cum CEO, ETTSA Head Office- Department of Excise and Taxation, Bhupindra Road, Patiala

IV. ELIGIBILITY CRITERIA

1. The Law Firms should have at least 15 years' experience in dealing cases up to the level of the Supreme/High Court and the CEO/Director/Partner/Proprietor of the firm should have a valid enrolment certificate from the Bar Council of any State.
2. The Law Firms should have an average annual turnover of Rs. 50 crores in legal services from past three years viz. 2012-13, 2013-14 and 2014-15
Please submit documents supporting legal services turnover.
3. The Law Firms should be on the panel of at least 5 Government Departments/PSUs/SCBs/Autonomous Bodies at the time of responding to this RFP. Documentary evidence for the same needs to be enclosed.
4. The Law Firms should have handled at least five cases for Government/PSU/Autonomous Bodies etc. Please submit copy of judgments confirming the same.
5. The Law firms should have atleast one office in either Chandigarh/Punjab/Haryana/Delhi.
6. The Law Firms shouldn't have been black-listed/debarred by any institution of the Central or State Government or any Bar Council of any State in the last 3 years.
Attach a self-attested certificate.
7. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, ETTSA shall forfeit the Performance Bank Guarantee, without prejudice to any other right or remedy that may be available to ETTSA hereunder or otherwise.

V. SUGGESTIONS, IF ANY

The participating Law Firms can submit their constructive suggestions, if any, leading to the selection and empanelment of Law Firms with ETTSA for handling its legal cases. For any query before responding, the firms may contact ETO, ETTSA during working hours and working days.

- i. ETTSA shall hold a pre bid meeting with the prospective bidders as mentioned above in the "Time Schedule" for any clarifications regarding scope, eligibility criteria and other terms & conditions of the tender.
- ii. The queries can be sent to ETTSA through email at etoettsa@punjab.gov.in or may be posted/submitted in person at the office address:

*ETO, ETTSA
Excise and Taxation Technical Services Agency
3rd Floor, Improvement Trust Building
Chhoti Baradari,
Patiala-147001*

- iii. All interested bidders can participate in the pre-bid meeting.
- iv. ETTSA will not be bound to clarify any query after the pre-bid meeting

VI. SCOPE OF WORK

1. **Duties of the Law Firms:**
 - a. To prepare cases and appear in various Courts for the cases assigned to it on behalf of ETTSA.
 - b. Drafting/ Vetting of replies to the notices served on ETTSA.
 - c. Drafting /Vetting of notices to be served by ETTSA.
 - d. Drafting/ Vetting of, filing to be made to the competent judicial/ quasi-judicial bodies, various documents including petitions, complaints, rejoinder etc.
 - e. Drafting of miscellaneous applications/ miscellaneous affidavits etc. / reply to miscellaneous application/ miscellaneous affidavit etc.

- f. To represent before the various judicial and quasi –judicial forums including Supreme Court of India, High Courts, sub-ordinate courts and tribunals.
- g. Vetting of various MoUs, Agreements /Contracts/ RFPs/Tenders/ EOI etc.
- h. To perform such other duties of legal nature that may be assigned by ETTSA from time to time.
- i. Keep CEO ETTSA informed of the important developments in cases from time to time, particularly with regards to settling of drafts, filing of papers, dates of hearing of cases, supplying copies of judgements.
- j. Advocate(s) with minimum 5 years’ experience would represent ETTSA in different courts. However, in case ETTSA feels requirement of change of the person earmarked by the Legal Firm, the firm would have to change the Advocate as per requirement with prior approval of ETTSA.

The above description of scope of work is indicative and not exhaustive. Changes/additions can be made by ETTSA as and when necessary.

2. The aforesaid terms of this RFP will have the following meaning:

Effective Hearing: Effective hearing means a hearing in which either one or both the parties involved in a case are heard by the court on the facts or law of the case.

Non-effective Hearing: If the case is mentioned by the other side and adjourned or when only directions are given or only judgment is delivered by the Court, the same would constitute a non-effective hearing.

Identical cases: Identical cases means two or more cases in which substantially identical questions of law or facts are involved and where the main difference is in the names, addresses of parties involved, amount of money involved, etc., and / or where common or identical judgments are delivered irrespective of the fact that all the cases are heard together or not.

3. Visit to a station other than Patiala/Chandigarh:

For any project related travel outside of Chandigarh/Patiala, the travel, boarding, lodging expenses shall be paid by ETTSA as follows:

- All Locations within Punjab: AC Taxi
- For less than 500 km (outside Punjab): AC II tier Train
- For more than 500 km (outside Punjab): Economy Class Air Travel
- Hotel Accommodation: A maximum of INR 5000 + taxes per day (on production of bills)

Any exception to the above rates, has to be approved by CEO, ETTSA

VII. EARNEST MONEY DEPOSIT and PERFORMANCE BANK GUARANTEE

The RFP must be accompanied with a composite draft towards Earnest Money Deposit (EMD) of an amount ₹ 20,000/- (Rupees Twenty Thousand Only) and RFP fee of ₹ 500/- (Five Hundred Only) in the form of a Demand Draft/Banker’s cheque drawn on a scheduled commercial bank favouring “CEO ETTSA” payable at Patiala. Without EMD and RFP fee, the bid shall not be considered. No Bank Guarantee towards EMD will be accepted. EMD of the unsuccessful Law Firms will be returned without any interest, after finalization of the RFP. EMD of successful Law Firms will be returned without any interest accrued, after empanelment on receiving a Performance Bank Guarantee of 5,00,000/- (Rupees Five Lakh only) for a period equivalent to that of empanelment. This Performance Bank Guarantee must be submitted within 15 days of selection of L-1 in the form of a Demand Draft/Banker’s cheque drawn on a scheduled commercial bank favouring “CEO ETTSA” payable at Patiala.

VIII. BID SUBMISSION

1. The RFP must be valid for a period of 120 days from the date of opening. However, the rates as per Annexure-II shall be valid for the initial/extended period of empanelment

from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, ETTSA will seek extension in the bid validity period beyond 120 days. The Law Firms, not agreeing for such extensions will be allowed to withdraw their RFPs without forfeiture of their EMD.

2. The participating firms are advised to study the document carefully. Submission of the offer shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms, and requirement specifications in the document with full understanding of its implications. Offer not complying with all the given clauses in this document are liable to be rejected. Failure to furnish all information required in the Document or submission of an offer not substantially responsive to the document in every respect will be at the participating firm's risk and may result in the rejection of the offer.
3. The bids shall be submitted as per Annexure-IV: Bid Submission before due time mentioned in Section-III: Important Dates.
4. Tenders once submitted shall be final and no amendment shall be permitted. However, clarifications to the extent of already submitted documents may be asked by ETTSA from the bidders. ii. A vendor shall submit only one bid.
5. Tenders received after due time shall not be accepted.
6. The bids have been divided in three parts as under:
 - Part-I: (Physical): Containing Draft for EMD of ₹20500/- (Rupees Twenty Thousand & Five Hundred Only) drawn in favour of ETTSA, Patiala payable at Patiala
 - Part-II (Physical): Containing Technical bid as per Annexure-I and Information on the eligibility criteria.
 - Part-III (Physical): Containing Abridged financial bid as per Annexure II and Detail Financial bid as per Annexure -III.
7. Response to this RFP would be received by the above date and time, beyond which the responses will not be received. However, in case the said date is declared a holiday, the RFP Responses will be received on the next working day by the time mentioned above.
8. All pages of the Bid document should be sequentially numbered.
9. Conditional responses shall not be accepted on any ground and shall be rejected straight away. If any clarification is required, the same should be obtained before the submission of the bid document(s).
10. The offers submitted by Fax/Email or any manner other than specified above shall not be considered. No correspondence will be entertained in this regard.
11. At any time prior to the last date for receipt of offers, ETTSA, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective firm, modify the Document by an amendment. The amendment will be notified in writing or by FAX or by E-mail to all prospective agencies who have received the document and will be binding on them. In order to afford prospective agencies reasonable time in which to take the amendment into account in preparing their offer, ETTSA may, at its discretion, extend the last date for the receipt of offer. No offer may be modified subsequent to the last date for receipt of offer. No offer may be withdrawn in the interval between the last date for receipt of offers and the expiry of the offer validity period specified by the firm in the offer.
12. The participating firm shall bear all costs associated with the preparation and submission of its offer. ETTSA will in no case, be responsible or liable for those costs, regardless of the outcome of this process.
13. Alterations if any, in the offer should be attested properly by the Firm, failing which the offer is liable to be rejected.
14. Printed terms and conditions of the offering firm will not be considered as forming part of their offer.
15. No deviation in terms and conditions will be accepted.
16. It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
- (d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

IX. OPENING OF RFP RESPONSES

The responses to the RFP will be opened as per schedule mentioned at Section III: Important Dates. One representative of the Law Firm's may be present. The RFPs not accompanying with valid demand draft towards EMD and RFP fee would be rejected / returned. Other responses would be passed on to a Technical Evaluation Committee for evaluation. This committee shall consist of:

1. CEO, ETTSA
2. Addl. CEO, ETTSA
3. DETC (Legal Cell), Dept. of Excise and Taxation
4. Joint CEO ETTSA-cum-AETC, Patiala
5. DCFA, Head Office - Department of Excise and Taxation
6. Manager, ETTSA

X. EVALUATION OF RESPONSES TO RFP

1. Technical Evaluation:

- a. The Technical Evaluation Committee (TEC) will first select Law Firms on the basis of eligibility criteria of this RFP.
- b. The financial bid of such firms only would be evaluated, who are shortlisted based on technical evaluation. However, other terms and conditions in this document would also be kept in view.
- c. When deemed necessary, ETTSA may seek clarifications on any aspect of the participant firm. However, that would not entitle the participant to change or cause any change in the substance of the offer submitted or price offered. This would also not mean that the bid has been accepted.
- d. The decision of the TEC will be final and no communication/representation regarding the same will be entertained by ETTSA. The responses conforming to the eligibility criterion will be considered for further evaluation process.

*** The weightage of scores will only be given to the cases which deal with the corporate Advisory, Civil Disputes, Arbitration and Contract Law matters.**

The scoring criteria to be used for evaluation shall be as follows:

S.No	Criteria	Marks	Criteria for Marks	Values for criteria	Marks obtained
1	Number of Cases in which claim is more than 100 crores dealt by the firm in the last five years	25	C/Cm X 25 C = No. of cases dealt by the Firm Cm = No. of cases dealt by the firm, who has maximum number of cases in this category out of all the Firms.	C=	
2	Number of Landmark Judgements in the last 5 years (* Landmark Judgements means, which establishes precedents to determine a significant new legal principle or concept, or otherwise substantially affect the interpretation of existing law)	25	L/Lm X 25 L = No. of landmark Judgements in favour of firm Lm = No. of landmark Judgements in favour of firm, who has maximum number of Landmark judgements in this category out of all the firms.	L=	
3	Percentage of successful representation of cases in Hon'ble High Court/Supreme Court or in Arbitration in the last 5 years * Please note there will be 10 marks each for successful cases at a) Arbitration b) High Court c) Supreme Court	30	Calculation Percentage of successful representation = $S = P/N \times 100$ $S/S_m \times 10$ P = Number of successful representation at a) Arbitration b) High Court c) Supreme Court N = Number of Decided representations at a) Arbitration b) High Court c) Supreme Court S = Percentage of Judgements in favour of firm S _m = Percentage of Judgements in favour of firm, who has maximum number of judgements in this category out of all the firms.	P(Arbitration)= N(Arbitration)= P(High court)= N(High court)= P(Supreme court)= N(Supreme court)=	
4	Total Number of Empanelment's in Government/ PSUs/ SCBs/ Autonomous bodies cases in last 5 years	20	E/Em X 20 E = No. of Empanelments of the firm Em = No. of Empanelments of the firm, who has maximum number of empanelments in this category out of all the firms.	E=	

* The aforementioned will have to be filled and submitted along with the annexures to be submitted with the Technical bid. After the technical evaluation of the bids, the financial bid will be opened for only that applicant who will score minimum of 70 % marks in the above technical evaluation.

2. Financial Evaluation:

- i. The Financial Bids of only those Bidders short listed from the Technical Bids by TEC will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders by Manager, ETTSA and the same will be evaluated by a duly constituted Financial Evaluation Committee (FEC) consisting of the following:
 1. CEO, ETTSA
 2. Addl. CEO, ETTSA
 3. DETC (Legal Cell), Dept. of Excise and Taxation
 4. Joint CEO ETTSA-cum-AETC, Patiala
 5. DCFA, Head Office - Department of Excise and Taxation
 6. Manager, ETTSA
- ii. L-1 is the firm quoting the least value of 'X' in Annexure-II reproduced from Annexure-III, out of the said technically evaluated shortlisted firms.
- iii. Annexure-III would be "Detailed Financial Bid" of only the L-1 firm, as identified from Annexure-II, shall be opened to determine the item rates.
- iv. ETTSA reserves the right to accept any offer, and to cancel/abort the process and reject all offers at any time prior to award of Contract, without thereby incurring any liability to the affected firm or agencies, of any obligation to inform the affected firm or agencies of the grounds for ETTSA's action and without assigning any reasons.
- v. There will be no negotiations regarding the financial/ commercial offers.
- vi. The selected applicant shall be the applicant having quoted the least cost. The second lowest applicant shall be kept in reserve and may be invited for negotiations at the discretion of ETTSA, in case the selected Applicant with the lowest cost withdraws or for any other reason before the commencement of the contract.

XI. EMPANELMENT

- i. The empanelment will be initially for a period of two years, which can be extended through mutual consent for a further period of two years on yearly basis. In case of extension of empanelment, the empanelled Law Firms shall re-validate the Security Deposit/Bank Guarantee for the extended period.
- ii. ETTSA reserves the right to allocate the assignments to any of the empanelled firms (in case there are more than one firms empanelled in the future) such that the assignments are distributed equally. No representation will be entertained in this regard.

XII. PENALTY

In cases, where ETTSA has to incur monetary losses for any established negligence (for example the lawyer doesn't attend the court or doesn't submit the reply in time) on the part of the empanelled Law Firm. The loss along with a penalty equal to 2 times the fee for the activity shall be made good by the Law Firm. ETTSA shall realize the amount from the Law Firm from its pending bills or from Security Deposit or by raising claims.

XIII. PAYMENT

- i. The bills in triplicate are to be submitted along with proof of the said work (like the reference of emails/letters etc.), if it is a drafting fee, and submission of minutes or gist of proceedings, or a copy of order/ judgment where it is necessary in case the claim is for an appearance fee. In the case of claim being for an opinion sought by an officer of ETTSA, copy of relevant mail communication should be enclosed. For claims related to advisory meeting with ETTSA officers, a duly certified duty slip by the concerned ETTSA officer(s), of not below the rank of an Excise and Taxation Officer/Manager, indicating the date and time of availing the service should be enclosed.

- ii. The bills should be clubbed together and submitted in first week of every month. ETTSA will make payments of all bills within a period of one month from submission if the bills are complete in all respects.
- iii. The payments would be made subject to TDS as applicable from time to time.

XIV. GENERAL TERMS AND CONDITIONS

- a. Inspection of documents and data: Prospective applicants may review the available documents and data at any time prior to the submission of bids. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Manager, ETTSA
E-mail: managerettsa@punjab.gov.in
Office Address:
Excise and Taxation Technical Services Agency (ETTSA)
3rd Floor, Improvement Trust Building
Chhoti Baradari,
Patiala-147001

- b. All communications including the submission of Proposal should be addressed to:

CEO ETTSA
Phone: 98729-10004
Email: ceoettsa1@punjab.gov.in

- c. For the purpose of evaluation, in case of a tie, a presentation shall be given by the firms and evaluated by CEO ETTSA.
- d. The selected firms will not, without ETTSA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of ETTSA in connection therewith, to any person other than a person employed by the firm in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance.
- e. The selected firm will not outsource the work to any other Law Firm under any circumstances. If it so happens then ETTSA will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
- f. ETTSA may, by written notice sent to the selected firm, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for ETTSA's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. ETTSA reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- g. In the event of the firm or the concerned division of the firm is taken over/brought over by another firm, all the obligations under the agreement with ETTSA, should be passed on for compliance by the new firm/new division in the negotiation for their transfer.
- h. All firms automatically agree with ETTSA for honouring all aspects of fair trade practices in executing the work orders placed by ETTSA.
- i. The legal support to ETTSA will be provided throughout the country and the period for which the support is required will be indicated by ETTSA from time to time.
- j. ETTSA reserves the right to modify, expand, restrict, scrap, and re-float the RFP without assigning any reason.

XV. INDEMNITY

- i. The empanelled Law Firms will indemnify ETTSA of all legal/other obligations of its professionals deployed for ETTSA work.
- ii. ETTSA also stand absolved of any liability on account of death or injury sustained by the Firms professionals deployed for the performance of this empanelment and also for any damages or compensation due to any dispute between the Firm and its professionals.

XVI. DISPUTE RESOLUTION

ETTSA and the empanelled Law Firms will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be governed in all respects by the provision of the amended Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof applicable during the time of contract. The arbitration proceedings will be held at Patiala, India.

XVII. FORCE MAJEURE

Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, and other such events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations.

XVIII. APPLICABLE LAW

The work order will be governed within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

INFORMATION SHEET (TECHNICAL DETAILS)

1. Name of the Firm:
2. Profile: (of CEO/Director/Managing Partner/Proprietor of Law Firm)
 - a. Name:
 - b. Address:
 - c. Registration No with State Bar Council:
 - d. Telephone No.:
 - e. Mobile No:
 - f. Email Id:
 - g. Year of Passing LLB:
 - h. Year of enrolment as an Advocate:
3. Law Firm PAN No.: _____ Service Tax No (if any).: _____
4. Number of Government/PSU/Autonomous Bodies cases handled in the past 3 years: _____ and out of these the Number of cases Won: _____
5. Details of 5 Government/PSU/Autonomous Bodies cases won:

Sr. No.	Year	For	Against	Is copy of judgment annexed (Y/N)

6. Annual Turnover from legal services in previous 3 years: (In Lakhs)
(Copies of to be attached)

7. EMD and RFP fee details:

Particulars	Amount (₹)	Draft No.	Date	Bank	Branch
EMD+RFP					
Fee					

8. Years of experience for the law firm in:
 - a. Supreme Court
 - b. High Court
 - c. Civil Court
 - d. Session Court
 - e. District Consumer Court
 - f. Others (if any)
9. Name of Govt. Departments/PSUs/Autonomous Bodies where the responding Law Firms is empanelled at present (Give documentary proof with the contact details of the officer concerned at the respective departments/PSU)

10. Any other information:

Certified that no legal disciplinary proceedings have been initiated against the firm, by or before any Bar Council of India in the last 3 years.

Authorized Signature

Name

Date

Place

Seal of the Firm

EETSA

ANNEXURE-II

ABRIDGED FINANCIAL BID FOR LEGAL CONSULTANCY SERVICES FOR ETTSA

Name of the Firm:

Prices should be quoted in Indian Rupees and indicated both in figures and word. Figures in

Grand Total Value (GTV) (i.e. Value of Cell (1 to 8) of Annexure-III (in Rs.)	₹.....X.....
(Rupees _____) in words	

words will prevail in the event of any mismatch.

Note: Please ensure that the Grand Total Value given in Annexure-II must match the Grand Total Value as given in Annexure-III.

(Authorized Signatory)

Name

Date

Place

Seal of the Firm

DETAIL FINANCIAL BID FOR LEGAL CONSULTANCY SERVICES FOR ET TSA

Name of the Firm:

RATE PAYABLE FOR LEGAL SERVICES BY ET TSA

S. No.	Particulars	Amounts (₹)
1	Appearance in Court: Effective	
2	Appearance in Court: Non Effective	
3	Conference Fees (Per Hour)	
4	Perusal of Case papers and giving Opinion (Per case)	
5	Drafting of Contracts/Petitions (which will be inclusive of line item no 5 above)	
6	Vetting of Agreements, MoUs or Tender documents (from legal angle)	
	TOTAL	'X'

NOTE:

- i. Court Expenses (including photocopy, attestation fee, court-fee, fee for certified copy etc. will be subject to actual.
- ii. The applicable taxes shall be extra.

- i. Appeals, revision or petitions arising from one common judgment or order will be considered together as one case, if they are heard together.
- ii. The effective appearance mentioned above includes a pre hearing briefing and post hearing report to CEO ET TSA and such briefing/reports do not command separate payments.
- iii. The appearance will be treated as non-effective, if an advance notice about the adjournment has been issued or the case has been adjourned at his/her or other parties' request and fresh date only is given.
- iv. Late Fee: 30% of the fee payable to the Firm shall be deducted if the certified copy of the judgment is not handed over to ET TSA within seven days of the judgment (excluding the time taken by the Court).
- v. Where there are two or more cases involving substantially identical questions of laws or facts, one such case will be treated as the main case and others as connected cases. In identical cases, fee applicable per case for the second case on-wards will be 20% of the fee applicable for the first (Main) case.
- vi. No fee will be payable in cases where no legal work is required to be done. For example, cases in which the interest of ET TSA is to be watched pending instructions, the cases involving transmission of records to the Court, inspection of the Court records for ascertaining the position of the case or other information needed.
- vii. If at any point in time, there are more than 1 empanelled firms, ET TSA reserves the right to engage in any of the empanelled Legal Firms for specific tasks.
- viii. ET TSA is not bound to give justification for choosing a particular empanelled Law Firm for a particular case.
- ix. Taxes extra as per actual.

(Authorized Signatory)

Name Date

Place
Firm

Seal of the

ANNEXURE-IV

BID SUBMISSION

Physical bids (complete in all respect) should be single envelop as an outer cover which should be sealed and superscripted “RFP for Empanelment of Law Firms for Legal Consultancy to ETTSA” due on time as per mentioned at section III: Important Dates. The outer cover may be addressed and submitted by the due date and time at the following address:

*CEO, ETTSA
3rd Floor, Improvement Trust Building
Chhoti Baradari,
Patiala-147001*

This outer cover envelope should contain three separate sealed envelopes as follows.

- i. **Envelope-1:** Containing Draft for EMD of ₹20,500/- (Rupees Twenty Thousand & Five Hundred Only) drawn in favour of ETTSA, Patiala payable at Patiala. The envelope should be sealed and superscripted “ETTSA RFP for Legal Consultancy – EMD & Tender Fee” due on time as per mentioned at section III: Important Dates.
- ii. **Envelope-2:** Containing Technical bid as per **Annexure-I** and Information on the eligibility criteria. The envelope should be sealed and superscripted “ETTSA RFP for Legal Consultancy – Eligibility & Technical Bid” due on time as per mentioned at section III: Important Dates. The envelope shouldn't contain any rates either in explicit or implicit form otherwise the bid will be rejected.
- iii. **Envelope-3:** Containing Abridged Financial Bid as per **Annexure - II** and Detailed Financial bid as per **Annexure – III** in separate smaller envelopes inside. The envelope should be sealed and superscripted “ETTSA RFP for Legal Consultancy – Financial Bid” due on time as per mentioned at section III: Important Dates

Special Note: *The Bid should have a cover letter which clearly states the Name, Postal Address, E-mail ID and Contact Number of at least two representatives from the bidding company.*

Corrigendum to Annexure III

DETAIL FINANCIAL BID FOR LEGAL CONSULTANCY SERVICES FOR ET TSA

Name of the Firm:

RATE PAYABLE FOR LEGAL SERVICES BY ET TSA

S. No.	Particulars	Amounts (₹)
1	Appearance in Court: Effective	
2	Appearance in Court: Non Effective	
3*	Conference Fees (Per Hour)	
4*	Perusal of Case papers and giving Opinion	
5*	Drafting of Contracts/Petitions (which will be inclusive of line item no 4 above)	
6*	Vetting of Agreements, MoUs or Tender documents (from legal angle)	
	TOTAL	'X'

NOTE:

- iii. For item numbers 3,4,5 and 6, the rate may be quoted on the basis of the per hour effort of the team. The number of hours of effort shall be mutually determined by ET TSA and the law firm.
- iv. Court Expenses (including photocopy, attestation fee, court-fee, fee for certified copy etc. will be subject to actual.
- v. The applicable taxes shall be extra.

- x. Appeals, revision or petitions arising from one common judgment or order will be considered together as one case, if they are heard together.
- xi. The effective appearance mentioned above includes a pre hearing briefing and post hearing report to CEO ET TSA and such briefing/reports do not command separate payments.
- xii. The appearance will be treated as non-effective, if an advance notice about the adjournment has been issued or the case has been adjourned at his/her or other parties' request and fresh date only is given.
- xiii. Late Fee: 30% of the fee payable to the Firm shall be deducted if the certified copy of the judgment is not handed over to ET TSA within seven days of the judgment (excluding the time taken by the Court).
- xiv. Where there are two or more cases involving substantially identical questions of laws or facts, one such case will be treated as the main case and others as connected cases. In identical cases, fee applicable per case for the second case on-wards will be 20% of the fee applicable for the first (Main) case.
- xv. No fee will be payable in cases where no legal work is required to be done. For example, cases in which the interest of ET TSA is to be watched pending instructions, the cases involving transmission of records to the Court, inspection of the Court records for ascertaining the position of the case or other information needed.
- xvi. If at any point in time, there are more than 1 empanelled firms, ET TSA reserves the right to engage in any of the empanelled Legal Firms for specific tasks.
- xvii. ET TSA is not bound to give justification for choosing a particular empanelled Law Firm for a particular case.
- xviii. Taxes extra as per actual.

Date
Place

(Authorized Signatory)
Name