

**Request for Proposal
(RFP)**

For

**SELECTION OF INDIAN LAW FIRM
FOR
LEGISLATIVE & POLICY DRAFTING & RESEARCH**

**Department of Fisheries
Ministry of Fisheries, Animal Husbandry and Dairying
1st Floor, Chanderlok Building,
Janpath, New Delhi**

November 2022

Department of Fisheries

Tender No. [A-13018/1/2021-DOF]

Dated 11th November, 2022

Notice: Inviting Request For Proposal (RFP) for selection of Indian Law Firm for legislative & policy drafting & research.

Deputy Secretary (Administration) has been assigned by Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India with the task for **selection of Indian Law Firm for legislative & policy drafting & research.**

Accordingly, Deputy Secretary (Administration) on behalf of Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying invites Requests for Proposal (RFP) from reputed Indian laws Firms for legislative & policy drafting & research. The RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation are available for free on the web site [www.dof.gov.in]

The schedule for receipt of the application is as follows:-

1. Pre-bid meeting at 15.00 Hrs. on 17.11.2022.
2. Receipt of offers on or before 17.30 Hrs. on 30.11.2022
3. Opening of Technical offers at 11.00 Hrs. on 02.12.2022.

Reputed and interested law firms may download the RFP from the above website and send their response to the Deputy Secretary (Administration), Department of Fisheries, 1st Floor, Chanderlok Building, Janpath, New Delhi.

Department of Fisheries

Selection of Indian Law Firm for legislative & policy drafting & research

1. Introduction

Fisheries is an important source of food nutrition, employment and income in India. India boasts of rich and diverse fisheries resources ranging from deep seas, lakes, ponds and accounts for nearly 10 percent of the global bio-diversity in term of fish and shellfish species. The marine fisheries resources are spread along the country's vast coastline of about 8118 km and 2.02 million square km Exclusive Economic Zone (EEZ) and 0.53 million sq. km continental shelf area. The inland resources are in the form of rivers and canals, floodplain lakes, ponds and tanks, reservoirs, brackish water, saline/alkaline affected areas (12 lakh hectares). These vast and varied inland resources which are grossly underutilised offer great opportunities for socio-economic growth. As an industry- fisheries is a sunrise sector providing livelihood to about 16 million fishers and fish farmers at the primary level and almost twice that number along the value chains. India is the second largest fish producing country in the world, with the total export of marine products reaching an all time high in terms of value and quantity in FY 2021-22. The industry has displayed an unmatched resilience and zeal for growth in the past three years despite the economic impact of Covid-19. It also forms a critical component of the rural coastal economy generating income, employment, livelihood and food security for nearly 3.52 million people.

Fisheries is a State subject under the Seventh Schedule of the Constitution of India whereas Fishing and fisheries beyond territorial waters are on the Union List. The territorial limit for States is up to 12 nautical mile (22 km) from the coast and the Union Government manages fisheries in the EEZ in the range of 12 to 200 nautical miles (370 km). Co-operative federalism has historically played a central role in the responsible utilization of such a common property resource. With the exponential growth the industry has seen and the increasing requirement for infrastructural and technological intervention, the role of the Central Government in the sustainable and responsible development of this sector has become even more critical. In light of this emergent reality, the Government of India, released the National Fisheries Policy in September 2020. The policy draws upon and further enhances existing policies such as the National Policy on Marine Fisheries, 2017, Draft National Inland Fisheries and Aquaculture Policy and the Draft Mariculture Policy. The policy provides a model framework for States and UTs for developing location specific legislation and policies with regulatory and development features. It also envisions improved coordination between the Centre, States/UTs and other relevant stakeholders for improved resource allocation, infrastructure development and better fisheries governance. This can best be achieved by having a broad national fisheries legislation/law that establishes general goals and directions for the fisheries sector based on policy and strategy documents and then develops a cascading structure of legal and regulatory instruments to implement the law. In a federal governance structure like India, national level policy and legislation must guide state policy and legal frameworks to ensure harmonization in critical areas. This becomes even more imperative given India's commitment to the Sustainable Development Goals and the targets it has set under the Blue Growth Initiative 2021 and the Agricultural Export Policy, 2018. The governance architecture for the fisheries sector must provide for integration with other areas such as agriculture, coastal development, environmental

sustainability and eco-tourism while ensuring the upliftment and economic prosperity of fishers and fish farmers especially traditional and small-scale fishers. This requires nuanced legislative drafting and policy advisory and substantial experience in the field of sustainability so as to accommodate legal pluralism, regional context and environmental concerns while developing the overall legal and regulatory framework.

Furthermore, India's successful defense of the rights of developing countries to subsidize their fisheries at the World Trade Organization's ministerial conference at Geneva in June 2022 signals a period of long strategic interaction, representations at and negotiations with the WTO.

In addition to resource and disaster management, infrastructure development and research and development in the fisheries sector, Department of Fisheries has to carry out following critical functions:

- i. Legislation with regard to pattern of financial assistance to various State Undertakings, Fisheries Development Schemes through State agencies/Co-operative Unions.
- ii. Legislation with regard to the prevention of the extension from one State to another of infectious or contagious diseases or pests affecting fish.
- iii. Liaison and foster cooperation with international organizations in matters relating to fisheries development.
- iv. Ensuring the Welfare of Fishermen and other Fisher-folk and strengthening of their livelihoods

Given the need for the development of a broad national legislation and policy coordination and implementation between the Centre and States/UTs and interaction with various foreign Governments and International Organizations, it is imperative that DoF may be provided with precise, focused and coherent legal and policy advisory and legislative drafting assistance. Furthermore, the current international climate in the fisheries sector also dictates that DoF should have a clear stand on and understanding of various International policies, conventions, treaties, global alliances and issues arising at the WTO and other relevant International fora. DoF needs to continuously update itself on the changing legal and regulatory scenario of fisheries in the world and respond to national needs. Undoubtedly, the tasks of the Department are complex and gigantic. However, the sanctioned strength of the Department is 86 only – comprising of Administrative and technical posts. Against the sanctioned post, the number of actual employee in the Department is only 53 and there is no post having legal background. This creates unusual delay in processing of the cases having legal complications. Therefore, DoF is looking to empanel an Indian law firm that specialize in legislative and policy drafting and research activities and accordingly invites RFP from the Indian law firms specialized in legislative and policy drafting and research,

2. Objective

2.1 The objective of this RFP is the **selection of an Indian Law Firm that is specialized in legislative & policy drafting & research** and other relevant works of law as per Objectives and Scope of Work given in Section 2 of this RFP.

2.2 The RFP document provides the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats for easy understanding, the document has been divided into following sections:

Section 1 - Instructions to Law Firms

Section 2 - Terms of Reference (ToR)

Part I - Objective & Scope of Services

Part II - TOR related information, Terms & Conditions

Section 3 - Technical Proposal - Standard Forms & Other Undertakings
Financial Proposal - Standard Forms

Section 1

(Instructions to Legal Firms)

Standard

1. Definitions

(a) “Employer” means the Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India which has invited the bid for consultancy services and with which the selected Firm signs the Contract for the Services and to which the selected firm shall provide services as per the terms and conditions and TOR of the contract.

(b) “Firm” means any interested Law firm which submits its proposal with reference to this RFP.

(c) “Contract” means a Contract signed by the employer and the firm.

(d) “Assignment specific information”, means such part of the Instructions to Firms used to reflect specific assignment and its attendant information/ conditions.

(e) “Day” means calendar day.

(f) “Government” means the Government of India.

(g) “Instructions to Firms” (Section 1 of the RFP) means the document, which provides Firms with all information needed to prepare their proposals.

(h) “Personnel” means professionals and support staff provided by the Firm .

(j) “RFP” means the Request for Proposal prepared by the Employer for the selection of Firm.

(k) “Assignment/Job” means the work to be performed by the Firm pursuant to the Contract.

(l) “Terms of Reference” (TOR) means the document included in the RFP as Section 2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Firm, and expected results and deliverables of the Assignments/job.

2. Introduction

2.1 The Employer will select a Law firm (the Firm) in accordance with the method of selection specified in Part II of Section 2.

2.2 Detailed scope of the work has been described in the Terms of Reference in Section 2.

2.3 The date, time and address for submission of the proposals have been given in Section 1.

2.4 The Indian Law Firms are invited to submit their proposal, for selection. The proposal will be the basis for a signed Contract with the selected firm.

2.5 The Employer will provide to the Law Firm the inputs and facilities specified in the Section 2 without any cost and make available relevant assignment data and reports.

2.6 The Law Firms shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award of contract, without thereby incurring any liability to the Firms.

4. Conflict of Interest

4.1 Employer requires that firms provide professional, objective and impartial advice and at all times hold the Employer’s interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

4.2 Without limitation on the generality of the foregoing, Firms and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: A firm that has been engaged by the Employer to provide work or Assignment/job other than consulting Assignment/job for a project and any of its affiliates, shall be disqualified from providing consulting Assignment/ job related to those works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm’s consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, strategic studies,

Conflicting Assignment/job: A Firm (including its Personnel and Sub- Firms) or any of its affiliates shall not be hired for any Assignment/job that by its nature, may be in conflict with another Assignment/job of the Firm to be executed for the same or for another Employer.

Conflicting relationships: A Firm (including its Personnel and Sub- Firms) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

4.3 Firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the firm fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Firm during bidding process or the termination of its Contract during execution of assignment.

5. Inspection and Audit

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

6. Manage Risks

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

7. Unfair Advantage

If a Firm could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 4 above, the Employer shall make available to all Firms together with this RFP all information that would in that respect give such Firm any competitive advantage over competing Firms.

8. Limitation of Liability

i. Except in case of gross negligence, wilful misconduct, breach of applicable laws, breach of representations & warranties and breach of indemnity provisions on the part of the Bidder or on the part of any authorized signatory acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage or loss caused by the Bidder to DoF, shall not be liable to DoF.

- a. For any indirect or consequential loss or damage; and
- b. For any direct loss or damage that exceeds the total payments payable under the contract to the Bidder hereunder
- ii. Neither DoF nor the Bidder(s) shall be liable to each other for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the contract unless specifically mentioned in this document.

9. Indemnity

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

10. Termination for Default

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

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

11. Termination for Insolvency

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

12. Force Majeure

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

13. Governing Law

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

14. Dispute Resolution

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

The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

The matter will be referred for negotiation between DoF officials and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In the event the dispute is not amicably resolved by mutual consultations or negotiation in the manner as provided above, a party may after giving prior notice of dispute to the other party refer the matter to arbitration. The arbitration shall be held in accordance with the Rules of the arbitration of the International Centre for Alternative Dispute Resolution, New Delhi ("the Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of Arbitration and Conciliation Act, 2015 (amended) or any amendments thereof. The arbitration shall be presided by a sole arbitrator mutually decided by the parties. The arbitrator shall hold his sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Any challenge to the award shall be subject to the exclusive jurisdiction of courts at New Delhi.

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

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

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

15. Proposal

15.1 Each Firm shall submit only one proposal. If a Firm submits or participates in more than one proposal, such proposals shall be disqualified.

16. Preparation of proposals

16.1 The proposal as well as all related correspondence exchanged by the Firms and the Employer, shall be written in English , unless specified otherwise.

16.2 In preparing their proposal, Firms are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.

16.3 While preparing the Technical Proposal, if a Firm considers that it may enhance its expertise for the Assignment/job by associating with other Firms in sub-consultancy, it may associate with a Firm who has not been technically qualified as a part of the application process of this RFP.

16.4 Firms are required to submit their proposal along with requisite documents in the forms prescribed in Section 3 of this RFP. Any deviation may result into the proposal being declared non responsive.

16.5 The technical proposal shall not include any financial information. A technical proposal containing financial information may be declared non responsive.

16.6 Financial proposal: The Financial proposal shall be prepared using the attached Standard Forms (Section 3) of this RFP. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily. Format of Schedule of fees have been provided at FP-2. Firm shall quote/indicate their fees in the said schedule, signed by the bidder on the said schedule itself and shall be submitted in separate sealed cover along with the bid documents.

17. Proposal Validity

The proposal shall be valid for 180 (one hundred and eighty) days from the date of opening of the bid.

18. Taxes

The firm shall fully familiarize themselves about the applicable to Domestic taxes (such as GST, income taxes, fees, levies, etc) on amount payable by the employer under the contract. It may be noted that since GST is payable on a reverse-charge basis (i.e. by the Employer, as applicable), GST should not form a part of the quote or bid.

19. Currency

Firm shall express the price of their Assignment/Job in Indian Rupees.

20. Earnest Money Deposit (EMD) and Performance Guarantee

20.1 Earnest Money Deposit

- i. An EMD of Rs. 4,50,000 (Rupees Four Lakh Fifty Thousand Only), in the form of Demand Draft(DD) drawn in favor of PAO, Department of Fisheries payable at New Delhi has to be submitted along with the proposal.
- ii. Proposal not accompanied by EMD shall be rejected as non-responsive.
- iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv. No bank guarantee will be accepted in lieu of the earnest money deposit.
- v. The EMD of the unsuccessful bidders would be returned back within 60 days of award of job.

20.2 The EMD shall be forfeited by the Employer in the following events:

- i. If proposal is withdrawn during the validity period or any extension agreed by the firm thereof.
- ii. If the proposal is varied or modified in a manner not acceptable to the Employer after opening of proposal during the validity period or any extension thereof.
- iii. If the first ranked firm withdraws his proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the firm).

20.3 Performance Guarantee

EMD of the successful bidder will be retained by the employer towards Performance Guarantee for entire validity period of empanelment. No interest will be paid on performance guarantee.

21. Submission, Receipt and Opening of Proposal

21.1 The original proposals, both Technical and Financial, shall contain no inter-lineations or overwriting, except as necessary to correct errors made by the firms themselves. The person who signed the proposal must initial such corrections. Submission of letters for both Technical and Financial proposals should respectively be in the format of TP-1 of Section 3 & FP-1 of Section 3.

21.2 An authorized representative of the firms shall initial all pages of the original Technical and Financial proposals. **The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorize to sign.** The signed Technical and Financial proposals shall be marked "ORIGINAL".

21.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, the original Financial proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment/ job. The envelope containing the Technical Proposal, Financial Proposal, Document fee, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE- 11.00 Hrs. on 02.12. 2022". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/ or marked as stipulated. This circumstance may be case for proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the proposal non-responsive.**

21.4 The proposal must be sent to the address/ addresses indicated in the Section 1 and received by the Employer not later than the time and the date indicated in the Section 1 or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

22. Proposal Evaluation

22.1 From the time the proposals are opened to the time contract is awarded, the firms should not contact the Employer on any matter related to its Technical and/or Financial proposal. Any effort by Firms to influence the employer in the examination, evaluation, ranking of proposal and recommendations for award of contract may result in the rejection of the firm's proposal.

22.2 The employer will constitute a Selection Committee which will carry out the entire evaluation process.

22.3 Selection Committee while evaluating the technical proposals shall have no access to the Financial proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

22.4 The Selection Committee shall evaluate the Technical proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in Section 2.

22.5 Financial proposal of only those firms who are technically qualified shall be opened on the date & time specified by employer in the presence of the firms' representatives who choose to attend.

23. Award of Contract:

After technical negotiations, the employer shall issue a letter of intent (LOI) to the selected firm. The firm will sign the contract after fulfilling all the formalities/pre-conditions.

24. Confidentiality

Information relating to evaluation of proposal and recommendations concerning short-listing shall not be disclosed to the firms who submitted the proposal or to other persons not officially concerned with the process, until the publication of the approved short-list. The undue use by any firm of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's anti fraud and corruption policy.

25. Timelines and Schedule

The schedule for receipt of the application is as follows:-

1. Pre-bid meeting at 15.00 Hrs. on 17.11.2022
2. Receipt of offers on or before 17.30 Hrs. on 30.11.2022
3. Opening of Technical offers at 11.00 Hrs. on 01.12.2022.

26. Submission of proposal

Proposal, in its complete form in all respect as specified in the RFP document, must be submitted to

Deputy Secretary(Administration), Department of Fisheries, 1st Floor, Chanderlok Building, Janpath, New Delhi.

The bids received after due date will be rejected and no action will be taken on these bids.

Section 2

(Terms of Reference)

PART I : Scope of Work

1. Scope of Work

The Law firm, under the overall guidance of the Department, may be required to perform the following tasks as a part of the Scope of Work:

- i. Undertaking suitable policy and legislative research assignments for formulating the legal framework regarding sectors or issues which the Department may deem fit.
- ii. Developing suitable legal framework regarding new initiatives and policies of the Department, including advisory on WTO/FTA matters.
- iii. Review of legislative drafts from other Departments, State Governments or third parties, wherein the Department is required to or intends to examine and / or submit comments.
- iv. Such other duties which may be assigned by the Department.

PART II : TOR related information

1. Conditions under which this RFP is issued

i. This RFP is not an offer and is issued with no commitment. DoF reserves the right to withdraw the RFP and change or vary any part thereof at any stage. DoF also reserves the right to disqualify any bidder, should it in its absolute discretion, feel it to be so necessary at any stage. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

ii. DoF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

iii. The Applicant shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fess, expenses associated with any demonstration or presentations which may be required by DoF or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will remain with the Applicant and DoF shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.

iv. DoF reserves the right to withdraw this RFP, if it is in the best interest of the Government of India.

v. Timing and sequence of events resulting from this RFP shall ultimately be determined by DoF.

vi. No oral conversations or agreements with any official, agent or employee of DoF shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of DoF shall be superseded by the definitive agreement that results from this RFP process. Oral communications by DoF to bidders shall not be considered binding on DoF, nor shall any written materials provided by any person other than DoF.

vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against DoF or any of their respective officials, agents, or employees arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

2. Rights to the Contents of the proposal

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the qualification proposal will become the property of DoF and will not be returned after opening of the qualification proposal. DoF is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. DoF shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

3. Acknowledgement of Understanding of Terms

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

4. Evaluation of proposals

The bidders' proposals in the bid document will be evaluated as per the requirements specified in the RFP and adopting the qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the qualification criteria specified in RFP. Department of Fisheries will constitute a Selection Committee to evaluate the proposal and monitor the progress/completion of assignment.

5. Language of proposals

The proposal and all correspondence and documents shall be written in English.

6. Eligibility Criteria

Sl. No.	CRITERION	DETAILS /EXPLANATORY NOTES, IF ANY
A. Criterion for Law Firm		
1	Should be a law firm which is registered in India	NGOs / Foreign Law Firms / Consortium of Individual Lawyers not attached to a Firm are not permitted
2	Should have been in existence for atleast five (5) years	Five (5) years from date of issuance of the RFP
3	Should be headquartered out of National Capital Territory of Delhi / or at least should have an office/branch in Delhi/National Capital Region	Seat of the Managing Partner / Owner / Proprietor of the entity or highest head-count in National Capital Territory of Delhi
4	Should have average annual turnover of at least Rs 1 crore in the last three (3) preceding financial years	FY 18-19 to FY 20-21
5	Should have existing empanelment or retainer or contract for legal advisory / representation with atleast One (2) Ministry / Department under the Government of India	The empanelment or retainer or contract should be valid and subsisting
6	Should have existing empanelment for legislative drafting with atleast One (1) Ministry / Department under the Government of India	The empanelment should be valid and subsisting. Distinct from S. No. 5 herein.
7	Should have executed or executing atleast One (1) assignment for any Department / Instrumentality on subjects relating to fishing, maritime ecosystem or trade	Distinct from S. No. 5 & 6 herein
8	Should have demonstrable experience in dealing with issues concerning the WTO and Free Trade Agreements.	

7. Self Certified Documentary Evidence to be submitted in support of Eligibility with Technical proposal

i. A certificate by Partner of the consulting confirming the empanelment of the firm by Govt/ Banks/PSU, giving names of organizations, period of empanelment and specific area of expertise

for which empanelled along with documentary proof like letter of empanelment(LOE)/ engagement letter from client.

ii. Applicable Registration Certificate.

iii. Detailed resume of the team leader and team members, including outside experts along with their signed letters of consent, indicating the details of qualifications and professional experience.

iv. Gross Annual Revenue (audited annual account) from consultancy during last three years.

v. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.

vi. A Certificate regarding non-disclosure/sharing of confidential information with third parties.

vii. Duly filled check list as given in Annexure II of the RFP.

8. Proposal submission

Interested firm should submit both technical and financial proposals in two parts as per the Schedule mentioned in Section 1 i.e. Timeline and Schedule. The technical and financial proposal must be submitted in two separate sealed envelopes indicating clearly on envelopes as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**”. Financial proposal should indicate a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both the envelopes containing the Technical and Financial proposals shall be placed into outer envelopes and sealed along with EMD. This outer envelope shall bear the title of the assignment “Selection of Indian Law Firm for legislative drafting and research”.

I. Technical Proposal Content

Technical proposal should be prepared considering the Terms of Reference and any other information to highlight the capability of the firm.

Technical proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. Technical proposal-Standard Forms & Other Undertakings.

Technical proposal should be a complete document and should be bound as a volume. The documents should be page numbered and duly signed by Authorized Representative who has the capacity to sign along with Authorization Letter.

II. Financial Proposal Content

a) Financial proposal (in Indian Rupees) should be in the form of price schedule in the prescribed proforma inclusive of all taxes for the entire Scope of Services.

b) Financial proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. Technical proposal-Standard Forms

9. Evaluation of Proposal (for technical & financial bid)

After the applicants submit their Technical and Financial proposals according to the instructions provided herein, the proposals will be evaluated through a two-stage process as described below:

- i. Technical Evaluation
- ii. Financial Evaluation (Calculation of Final Score)

A. Technical Evaluation

As the first step, the Technical proposal will be evaluated based on the “Technical Evaluation Methodology” provided herein below. Only technical proposals that qualify the eligibility criterion (must have for technical qualification of bid) shall be evaluated hereunder. Total points will be designated as “Technical-Score” for each applicant.

S. NO.	CRITERION	GUIDANCE FOR MARKING(S)	MAXIMUM MARK(S)
1.	Experience of the Firm		
1a.	Average annual turnover in the last three (3) preceding financial years	> Rs 1 Crore – 10 Marks ≥ Rs 50 Lakhs – 5 Marks	10
1b.	Legislative Drafting for Government	1. Legislative Drafting assignment for Ministry/ Department under Government of India – 10 Marks per assignment 2. Legislative Drafting assignment for Ministry / Department under State	20

		Government(s) – 5 Marks per assignment	
1c.	Empanelment for legal advisory / representation with Ministry / Department under the Government of India / State Government(s)	1.Empanelment with Ministry / Department under the Government of India – 5 Marks each 2.Empanelment with Ministry / Department under the State Government(s) – 2.5 Marks each	10
1d.	Experience in undertaking legislative and/or policy drafting work related to Fisheries, Aquaculture or Maritime Laws in India	1.Assignment with Ministry / Department under the Government of India / State Government – 10 Marks each 2. Assignment with private party (not being individuals) - 5 Marks each	10
	Experience in dealing with issues concerning the WTO and FTAs and/ or appeared on behalf of the Government of India at the WTO	Completed assignment relating to legal advisory and / or representation on WTO / FTA issues – 2.5 Marks each	10
2.	Qualification, Experience and Expertise of the Team		
	Executing Partner LL.B. and/or LL.M. with 15 years of experience. The Mandatory experience will be 1. Specialised demonstrable experience in representing private and public clients through tailored policy briefs, crisis management response and legislative drafting 2. Provided legal and policy advisory services to at least one Ministry/Department either under the Government of India or a State		

	Government in the past 3 years 3. For LL.M. the Masters Degree should be in International Trade Law or International Economic Laws or Public/Private International Law		
2a.	Team Lead LLM, with 8 years of experience. The Mandatory experience shall be 1.Specialized demonstrable expertise in Legislative Drafting 2. Atleast One (1) legislative drafting assignment completed with Ministry / Department under the Government of India / State Government 3.Masters Degree in International Trade Law or International Economic Laws or Public/Private International Law	1.Legislative Drafting experience for Ministry / Department under the Government of India / State Government / Multilateral Agency – 10 Marks 2. Experience in providing policy and legal advisory /representation to Government of India / State Government – 5 Marks	10
2b.	Counsel LLB with 6 years of experience. The Mandatory experience shall be 1. Specialized demonstrable expertise in Legislative Drafting 2. Atleast One (1) legislative drafting assignment completed with Ministry / Department under the Government of India / State Government	1.Legislative Drafting experience for Ministry / Department under the Government of India / State Government / Multilateral Agency – 5 Marks 2. Experience in providing policy and legal advisory /representation to Government of India / State Government –5 Marks	10
2c.			

2c.	Senior Associate LLB with 4 years of experience. The Mandatory experience shall be 1.Specialized demonstrable expertise in Legislative Drafting 2. Atleast One (1) legislative drafting assignment completed with Ministry / Department under the Government of India / State Government	1.Legislative Drafting experience for Ministry / Department under the Government of India / State Government / Multilateral Agency – 5 Marks 2. Experience in providing policy and legal advisory /representation to Government of India / State Government – 5 Marks	10
3.	Presentation of Proposal before the Selection Committee	To be presented within 30 Minutes- 10 marks Strength and Quality of Proposal- 10 marks	10
Total			100

B. Financial Evaluation

- The Financial proposals of only the applicants whose Technical-Score is equal to or higher than 65 points shall be opened and evaluated. The Financial proposals of the other applicants will be returned unopened.
- Of the Financial proposals opened, the lowest “Project-Cost” will be designated as “L1” and awarded a “Financial-Score” of 100.
- For the other qualifying applicants, their “Financial-Score” will be calculated according to the formula:

$$\text{Financial-Score} = (\text{Project-Cost of “L1”})/(\text{Project-Cost of Applicant}) \times 100$$

C. Calculation of Final Score

The “Final-Score” of each qualifying Applicants will be calculated as indicated below:

$$\text{Final-Score} = 0.9 * (\text{Technical-Score}) + 0.1 * (\text{Financial-Score})$$

The Applicant with the highest Final-Score will be invited for award of contract. In case of a tie in Final-Score, the Applicant with the higher Technical-Score will be invited for award of contract.

ii. Prior to evaluation of proposals, the employer will determine whether each proposal is responsive to the requirements of the RFP. A proposal shall be considered responsive only if:

- (a) it is received in the specified format;
- (b) it is received by the due date including any extension thereof;
- (c) it is signed, sealed and marked as stipulated;
- (d) it contains all the information (complete in all respects) as requested in the RFP;
- (e) it does not contain any condition or qualification; and
- (f) it is not non-responsive in terms hereof.

iii. DoF reserves the right to reject any proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the DoF in respect of such Proposals.

- iv. The proposal will be evaluated on the basis of the experience of the Firm.
- v. Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation /selection criteria.

Note: Firm shall submit the self-evaluation sheet as per above criteria along with Technical proposal with proper page numbering for supporting documents.

10. Payment Terms

10.1 The payment will be released as per the work order issued for each scope of work.

10.3 No advance payment shall be admissible.

10.4 TDS will be deducted as applicable.

Note: DoF reserves the right to issue distinct scope(s) of work to the empaneled Firm and negotiate the payable rates for each work order so issued. The financial quote submitted by any bidder under this RFP shall not be binding on the DoF.

13. General Terms and Conditions

(i) Information provided to the firm is confidential in nature. The firm should not share the information without DoF permission. A certificate regarding non sharing/ informing of confidential data to third party is to be given by the firm along with the proposal.

(ii) At the time of submission of bid, the bidder has to ensure that each page is duly signed by the bidder or his duly authorized representative. In case the bid is signed by the authorized representative, a letter of authorization should be enclosed with the bid.

(iii) The bidding institution (s) should provide professional, objective and impartial advice and at all times hold the client's interest paramount, without any consideration for future works, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

(iv) Rates quoted shall remain firm till completion of empanelment.

(v) The empanelment made by DoF is intended to be used by Department of Fisheries which will be valid for three (3) years from the date of original empanelment or any date stated in the empanelment letter. Empanelment can be extended for further period on mutual consent.

(vi) The jurisdiction in case of disputes shall be the Courts of Delhi/New Delhi.

(vii) The bidder should be registered under relevant Laws/Acts of the country.

(viii) In case of any dispute arising, the decision of the DoF will be final.

(ix) Firm should have regular setup of a team of persons having sufficient legal experience as per scope of work.

(x) If there is any change in the key personnel or team lead, it should be brought to the notice of DoF immediately for considering either to accept such changes or otherwise. The details of qualification, experience, etc of such key personnel when there is change and if they are replaced with the equivalent level of qualification, etc the same shall be intimated. In case the change of personnel/professional is ultimately not acceptable to DoF, the firm will not continue to be empanelled.

(xi) During the empanelment period, if the performance of firm is not satisfactory, his name will be struck off from the panel list and security deposit shall be **forfeited**, which will as per sole Judgment of ABCD.

(xii) Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:

- a. Made untrue or false representation in the form, statements required in the application document.
- b. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

(xiii) **Right to accept or reject any or all proposals**

a. Notwithstanding anything contained in this document, the DoF reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

b. The Authority reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification/ rejections occurs after the proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

(xiv) Fraud and corrupt practices

a) The Applicants 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 document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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 Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as 'mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to this document, including consideration and evaluation of such Applicant's Proposal.

b) Without prejudice to the rights of the. Authority herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Firm, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Firm shall not be eligible to participate in any tender or RFP issued by the Authority during a period of three years from the date such Applicant or Firm, as the case may be, is found by the Authority 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: (a) "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 Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such

official resigns or retires from or otherwise ceases to be in the service of the Authority, 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 Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical• firm! adviser of the Authority in relation to any matter concerning the Project; (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; (c) "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; (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority 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 (e) "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.

Section 3

(Technical Proposal-Standard Forms)

Form TP 1: Letter of proposal submission

Form TP 2: Firm's organization & experience

Form TP 3: Comments & suggestions on TOR

Form TP 4: Curriculum vitae

Form TP 5: Information regarding any conflicting activities and declaration thereof.

Technical proposal-Other Undertakings

1. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.

2. Undertaking stating that

“Team Leader/Members would be maintained during the actual assignment to be awarded in case they are selected. In case replacement is inevitable, the equivalent qualification and experienced team/lead/member will be inducted to carry out the assignment in case of award.”

3. Undertaking stating that

‘I/We certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or Judicial authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.’

4. An undertaking regarding non-disclosure/sharing of confidential information with third parties.

**FORM
TP-1**

LETTER OF PROPOSAL SUBMISSION

TO:

Deputy Secretary (Administration),
Department of Fisheries,
1st Floor, Chanderlok Building,
Janpath, New Delhi.

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for **Selection of Indian Law Firm for legislative and policy drafting & research** in accordance with your request for RFP dated 11.11.2022 .. We are hereby submitting our proposal, which includes this Technical proposal sealed under a separate envelope and requisite EMD.

We are submitting our Proposal in association with [Insert a list with full name and address of each Consultant]

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

If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address:

FORM TP-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A- Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B- Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/Job (if possible, the employer shall specify exact assignment/job for which experience details may be submitted). In case of consortium, association of consultants, the consultant must furnish the following information for each of the consortium member separately]

A) Organizational Experience

Sl. No	Name of Entity with complete communication address.	Order No. and Date	Scope of work	Date of award of contract & Contract Period	Value of Contract	Actual Date of Completion / Ongoing	Person/ Project authority Who could be Contact for Further Information.	Supporting Document
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B) Gross Annual Revenue (in ‘Rs’)

Financial year	Gross Annual Revenue/Turnover	Revenue/Turnover from consultancy business	Remarks

(Seal & Signature of Bidder)

Note: Please provide documentary evidence from the client i.e. completion certificate / award letter for each of above mentioned assignments. The Competent Authority of the consulting firm shall self-certify if the firm has non-disclosure agreements with its clients. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal. In case of

selection, the details of work order, contract and completion certificate which have non-disclosure agreements shall be submitted for verification.

FORM TP-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON FACILITIES TO BE PROVIDED BY THE EMPOLYER

1. On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your proposal]

FORM TP-4

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:

[For each position of key professional separate from Tech-5 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the Staff]:

3. Name of Staff: [Insert full name]:

4. Date of birth:

5. Nationality:

6. Education:

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

7. Membership of Professional Associations:
8. Other Training:
9. Countries of work experience:

[List countries where staff has worked in the last ten years]:

10. Languages:

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

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment name of employing organization, positions held]:

From [Year]: To
Year] Employer:
Positions held:

12. Detailed Tasks Assigned:

[List all tasks to be performed under this Assignment/Job]:

13. Work undertaken that best illustrates Capability to Handle the Tasks Assigned: [Among the Assignment/Jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. 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, if engaged.

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]

Date:

Place:

FORM TP-5

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEROF**

Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in para 4 of Section 1, If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm does not indulged in any such activities which can be termed as the conflicting activities under para 4 of Section 1. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the employer which shall be binding on us.

Authorized Signature [in full and initials]:

Name and title of Signatory:

Name of Firm:

Form FP-1

FINANCIAL PROPOSAL SUBMISSION FORM

To:

Deputy Secretary (Administration),
Department of Fisheries,
1st Floor, Chanderlok Building,
Janpath, New Delhi.

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job in accordance with your Request for Proposal dated 11.11.2022 and our Technical proposal. Our financial proposal is [*insert hourly rate*] per hour. This amount is exclusive of the GST, that is currently payable on a reverse charge basis by the service recipient of legal advisory and representation services.

We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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. 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:

Form FP-2

FINANCIAL PROPOSAL

To,

Deputy Secretary (Administration),
Department of Fisheries,
1st Floor, Chanderlok Building,
Janpath, New Delhi.

S. No	Designation of Resource	Amount (Hourly Rate per resource) in ₹
1.		
2.		
3.		
4.		

I / We understand that financial quote submitted by any bidder under this RFP shall not be binding on the ABCD. We further understand that ABCD reserves the right to issue distinct scope(s) of work to the empaneled Firm and negotiate the payable rates for each work order so issued. Notwithstanding ABCD's rights mentioned herein, I / We undertake to execute work or instructions by ABCD at the above-mentioned rate unless otherwise specified by ABCD in the work order(s).

Authorised Signatory

Company/Firm Name

Date:
