

NOTICE INVITING TENDER, APRIL 2022

**REQUEST FOR PROPOSAL FOR SELECTION OF LEGAL  
FIRM FOR LEGAL ADVISORY SERVICE FOR  
HARYANA KAUSHAL ROZGAR NIGAM (HKRN),  
GOVERNMENT OF HARYANA**

## Important Information

S. No.	Event	Details
1.	Issue of RFP	24.04.2022
2.	Bid Opening	12.05.2022 up to 11.00 hours
3.	Last Date of Submission of RFP (Application Due Date)	10.05.2022 up to 16:00 Hours
4.	Opening of Applications	<p>12.05.2022 at 16:00 Hours</p> <p><b>Office of Additional Director, HKRN</b></p> <p>Room number 402,</p> <p>Haryana Kaushal Rozgar Nigam</p> <p>Plot No 3, IP-2, Sector 3,</p> <p>Mazri Chowk, Panchkula</p> <p>Haryana 134109</p>
5.	Cost of RFP Document (non-refundable)	In case of tender document downloaded from the website by bidder, the bidder shall submit the DD of INR 5,000/- (inclusive of applicable taxes) along with the Technical Proposal
6.	Place of Application Submission	<p><b>Office of Additional Director, HKRN</b></p> <p>Room number 402,</p> <p>Haryana Kaushal Rozgar Nigam</p> <p>Plot No 3, IP-2, Sector 3,</p> <p>Mazri Chowk, Panchkula</p> <p>Haryana 134109</p>

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## **1. ABOUT HARYANA KAUSHAL ROZGAR NIGAM LIMITED A**

Haryana Kaushal Rozgar Nigam Limited (HKRN) has been established under Companies Act, 2013 to carry on the business of deployment of skilled, semi-skilled and other manpower in Government Departments, Boards, Corporations, Statutory entities, Universities, State Educational Institutions, and other organizations owned and controlled by the State Government for meeting their temporary requirement of skilled, semi-skilled and other manpower and arrange for continuous skill training if required to meet the needs of the job role.

## **2. DISCLAIMER**

- i. The information contained in this Request of Proposal ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the HKRN or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii. Though adequate care has been taken in the preparation of the RFP, the Applicant should satisfy himself that the Document is complete in all respects. Intimation of a discrepancy, if any, should be given to the Chief Executive Office, Haryana Kaushal Rozgar Nigam Limited (HKRN) immediately before the Application due date. If no intimation is received by the HKRN within the date, it shall be deemed that the RFP is satisfied that the Document is complete in all respects.
- iii. The RFP is not an agreement or an offer by the HKRN to the prospective bidder. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Applications pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at by HKRN in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The RFP may not be appropriate for all persons, and it is not possible for HKRN, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements and information contained in the RFP Document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP Document and obtain independent advice from appropriate sources.
- iv. Information provided in the RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The HKRN accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

- v. HKRN, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in the RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way in this Selection Process.
- vi. HKRN also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any
- vii. Applicant upon the statements contained in the RFP. HKRN 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 the RFP.
- viii. The issue of this RFP does not imply that HKRN is bound to select a bidder or to appoint the eligible Applicant and the HKRN reserves the right to reject all or any of the Applications without assigning any reasons whatsoever.
- ix. HKRN may terminate the RFP process at any time and without assigning any reason. HKRN makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- x. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HKRN or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and HKRN shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the RFP Process.
- xi. At the time of allotment of work the selected bidder have to deposit 5% of the total assignment value as Performance Bank Guarantee to HKRN.

### **3. INTRODUCTION**

#### **3.1. Assignment**

Haryana Kaushal Rozgar Nigam Limited (HKRN) intends to appoint legal firm for Advisory Services related to legal matters as per the scope of work defined in document to HKRN ("the Assignment") for a fixed term of One (1) Year only. The estimated budget of HKRN for One Year of legal service is INR 12.00 Lakh (Twelve Lakh only) to be paid on a monthly basis including all the applicable taxes.

#### **3.2. Request for Proposal**

HKRN invites Applications on Quality and Cost Base Selection (QCBS) with weightage Technical and Financial proposal of 80% and 20% respectively through this Request of Proposal (RFP) (the "Applications") for Selection of Legal Firm.

### 3.3. Due diligence by Applicants

The bidder (the “Applicants”) are advised to inform themselves fully about the Assignment and the local conditions before submitting the Application.

### 3.4. Procurement of RFP Document

The RFP document can be purchased directly from HKRN during the working hours on working days or can be downloaded from the official website <https://hkrnl.itiharyana.gov.in/>.

### 3.5. Validity of the RFP

The Applications shall be valid for a period of not less than 120 days from the Bid Due Date set out in [Clause 3.7](#) (the “BDD”).

### 3.6. Brief description of the RFP Process

- i. HKRN has adopted a two stage Quality and Cost Based (QCBS) selection process through (collectively the “Selection Process”) in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes with a weightage of technical and financials bids of 80% and 20% respectively. In the first stage, a technical evaluation will be carried out as specified in Clause 9. Based on this technical evaluation, the authority will shortlist the tenderer(s) eligible for opening of financial proposal as specified in Clause 10. In the second stage, a financial evaluation will be carried out as specified in Clause 10. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 11. The first ranked tenderer shall ordinarily be declared as the Successful Tenderer (the “Successful Tenderer”), while the second ranked Applicant will be kept in reserve.
- ii. In the event that two or more Tenderers get the same scores (the “Tie Tenderers”), the tenderer whose technical score is highest, shall be identify as “Successful Tenderer” by the Authority. In case that two or more Tied Tenderers obtain the same Technical score, the Authority shall select the Successful Tenderer by random draw of Lots, which shall be conducted, with prior notice, in the presence of both the Tenderers who choose to attend.
- iii. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by HKRN to the Successful Tenderer and the Successful Tenderer shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Tenderer is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Tender Security of such Tenderer as Damages on account of failure of the Successful Tenderer to acknowledge the LOA and shall initiate the second round of bidding. After acknowledgement of the LOA as aforesaid by the Selected Tenderer, it shall cause the License to execute the Contract Agreement within the period prescribed in Clause 3. The Successful Tender shall not be entitled to seek any deviation, modification, or amendment in the Contract Agreement.

### 3.7. Schedule of RFP Process

The Authority would endeavour to adhere to the following schedule:

Event Description	Scheduled Date
Issue of RFP	24.04.2022
Bid Opening	12.05.2022 up to 11.00 hours
Last Date of Submission of RFP (Application Due Date)	10.05.2022 up to 16:00 Hours
Validity of Application	120 days of Application Due Date

### 3.8. Nodal Officer for Information about the Assignment

For any additional information pertaining to the Assignment, **the Additional Director, HKRN, Phone 0172- 2586072** may be contacted.

### 3.9. Communications

- i. All communications, including the Bid, should contain the following information, to be written at the top in bold letters:  
**"Selection of Legal Firm for Legal Advisory Service for Haryana Kaushal Rozgar Nigam"** and should be addressed to:

**Chief Executive Officer**

Haryana Kaushal Rozgar Nigam

Plot no Ip-2, sector 3, Majri Chowk, Haryana 134109

E-mail: -: hkrn.gov@gmail.com

- ii. The Official Website of the Authority: <https://hkrnl.itiharyana.gov.in/>

## 4. ELIGIBILITY CRITERIA

### 4.1. Minimum Eligibility Criteria

The Minimum eligibility criteria for bidder shall be as under: -

"Bidder refers to the legal firm applying for providing legal advisory services for Haryana Kaushal Rozgar Nigam". The Bidder must appoint resources with the following criteria:

- i. registered with Bar Council or a company registered under Companies Act, 2013 or a Partnership Firm registered under Partnership Firm Act 1932 or Limited Liability Partnership Firm registered under Limited Liability Act, 2008 in India with license to practice law and provide legal advice in India.
- ii. should have minimum ten (10) years of legal practice experience in High Court or above.
- iii. have worked as legal expert or empanelled with any Government Department / Development Authority / ULB / PSUs for minimum 3 years.
- iv. provided legal advisory services for minimum One (1) for any Government Agency/ Development Authority

The legal firm must fulfill the following criteria: -

- i. Not barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit the Application.
- ii. The Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.
- iii. The Bidder should not have any court cases/ arbitration cases/ or any other cases pending against him/her.

All those bidders who shall not meet the minimum eligibility criteria as per [clause 6.1](#) above shall be disqualified from the selection.

#### 4.2. Supporting Document for eligibility criteria

(i) **Supporting Documents for Legal Firms:**

- Copy of Certificate of Incorporation or partnership deed or other equivalent documents.
- Registration with Bar Council as legal firm
- Detail of experience in accordance with [Clause 4](#), [Clause 9](#) and as per format provided at Annexure-3 in form of appointment letters from client/ work order/ completion certificate issued by the appointing agency.
- Audited financial report for last Five (5) financial years preceding Bid Due Date
- Detailed Resume of key Personnel whom bidder wants to deploy as per format provided at Annexure-5.

#### 5. COST OF RFP DOCUMENT

The RFP document can purchase directly from HKRN during the working hours on working days or can be downloaded from the web site <https://hkrnl.itiharyana.gov.in/> and be used for submitting the Application. In the event, the RFP document is downloaded from website it shall be accompanied with a demand draft of INR 5,000/- (inclusive of applicable taxes) in favour of the CEO, Haryana Kaushal Rozgar Nigam, payable on par, at Haryana. In the event the RFP document is purchased directly from HKRN it shall be accompanied with payment slip. The Application without the cost of the document will not be considered for evaluation.

#### 6. SUBMISSION OF PROPOSAL:

- a. **Envelope “A”** -It will contain **Envelop “B” (Technical Proposal) & Envelop “C” (Financial Proposal)**
- b. **Envelope “B” (Technical Proposal)** -It will contain **(A checklist of all the documents with their corresponding page numbers is required to be submitted by the Tenderer as a part proposal)**
- c. In addition to above mentioned supporting documents, the Bidder shall also submit the below documents in **Envelop B**:
  - i. Covering letter in the format specified in Annexure 1;
  - ii. Profile of the Law Firm in the format specified in Annexure 2;



- iii. Technical experience in the formats specified in Annexure 3;
  - iv. Power of Attorney for signing of Application as per Annexure 4;
  - v. Resumes of proposed resources as per Annexure-5;
  - vi. A self-certification from authorized signatory that the bidder has not been blacklisted as per [Clause 4](#)
  - vii. Details of any court cases/arbitration cases/ or any other case pending against the bidder as per [Clause 4](#)
  - viii. The bidder should ensure that the Application is properly hard bound, sealed and numbered before submitting.
  - ix. The Hard Bound Bid Proposal along with DD for Cost of RFP shall be sealed in the envelope and the envelope must be super-scribed with the following information:
    - Name and Address of the Applicant
    - Contact person and phone/Fax numbers/email id
    - Subject of the RFP is " **Selection of Firm for Legal Advisory Service for Haryana Kaushal Rozgar Nigam (HKRN) " The envelope shall be addressed to:**  
**Chief Executive Officer**  
Haryana Kaushal Rozgar Nigam  
Plot no Ip-2, sector 3, Majri Chowk, Haryana 134109  
E-mail: - hkrn.gov@gmail.com
- d. Envelope "C" (Financial Proposal) - It will contain Financial Proposal

## 7. SEALING AND MARKING OF PROPOSAL

- i. The Tender shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory having Power of Attorney. All the alterations, omissions, additions, or any other amendments made to the Tender shall also be initialed by the person(s) signing the Tender.
- ii. Each of the envelopes, both outer and inner, must be super-scribed with the following information:
  - a. Name & Address of Tenderer
  - b. Contact person name & phone number
  - c. Tenderer's Name & its Due Date
- iii. All envelopes shall be addressed to:  
**Chief Executive Officer**  
Haryana Kaushal Kozgar Nigam  
Plot no Ip-2, sector 3, Majri Chowk, Haryana 134109  
E-mail: <https://hkrnl.itiharyana.gov.in/>

## 8. OPENING OF PROPOSAL:

- i. The Chief Executive Officer or any officer authorized by him, will open the Tender (s) received on bid due date as per [clause 3.7](#) RFP Document. The officers competent to dispose of the Tenders shall have right of rejecting all or any of the Tenders.
- ii. The Authority shall open the Proposals on bid submission date, at HKRN office and in the presence of the Applicants who choose to attend. The Envelope B - "Technical Proposal"

shall be opened first. The envelope C - "Financial Proposal" shall be kept sealed for opening at a later date.

- iii. Prior to evaluation of Proposals, the HKRN will determine whether each Proposal is responsive to the requirements of the RFP.
- iv. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

**9. EVALUATION OF TECHNICAL PROPOSAL**

- i. The Bidders or their Associates, who meet the Eligibility Criteria shall be shortlisted for evaluation. The total maximum point for evaluation of Technical Proposal is 50 marks.
- ii. The proposals submitted by the Bidders or their Associates would be evaluated, and scores would be assigned based on the parameters set out in the table below:

#	Parameter	Marks	Documents required
A. Minimum Eligibility Criteria			
1	The proposed resources by the bidder should have with minimum ten (10) years of legal practice experience in High Court or above.	Max 5	o Certificate from Hon’ble High court or Bar Council regarding legal practice in High Court with number of years of practice
	— 10 years of Experience – 3.0 Marks		
	— 10-15 years of experience – 4.0 Marks		
	— More than 15 years of experience – 5.0 Marks		
2	The proposed resources by the bidder should have worked as legal expert or empanelled with any Government Agency/ Development Authority /ULB/ PSUs as legal counsel or expert for minimum 3 years.	Max 5	o Certificate from Government Agency regarding empanelment as legal counsel or legal expert with number of years
	— for 3 years – 3.0 Marks		
	— for 3 -5 years – 4.0 Marks		
	— more than 5 years – 5.0 Marks		
3	The proposed resources by the bidder should have experience of providing legal advisory service for minimum One (1) Government of Haryana (GoH)	Max 10	Work Order / Completion Certificate from concern Authority for each project
	i. One (1) GoH project experience – 4.0 marks		
	ii. Additional GoH project Experience Over 1 project– 2 marks per project subject to maximum 10.0 Marks		
B. Total Eligibility Criteria Marks		20 Marks Maximum	
C. Presentation			
4	Presentation by Bidders — Understanding of Haryana Kaushal Rozgar Nigam: 5.0 Marks — Bidder’s Experience as a Legal Advisor for Department/Association//Corporation for Government of Haryana: 5.0 Marks — Understanding of Haryana Kaushal Rozgar Nigam related laws and power of concern authorities in Haryana: 5.0 marks — Legal Challenges related to Haryana Kaushal	Max 30 Marks	

	Rozgar Nigam and proposed methodology along with process: <b>15 Marks</b>	
	<b>Total Score (B+C)</b>	<b>50.0 Marks</b>

- iii. The score for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above. The Bidder is required to achieve a minimum score of 35 marks (Benchmark Score). The Financial Proposals of only those Proposals that have achieved the Benchmark Score will be opened for evaluation.
- iv. The Financial Proposals of the Bidders who qualify Technical evaluation only shall be opened.

## 10. EVALUATION OF FINANCIAL PROPOSAL

- i. The Authority shall ensure that all the financial proposal of all eligible tenderer is over and above the Monthly Reserve License Fee and unconditional. After that the Financial score shall be determine by authority as per below formula:
  - a.  $S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score, where
    - $S_f$  is the Financial Score
    - where  $F_m$  is the lowest price of Financial proposal
    - And " $F$ " the price of the proposal under consideration.

## 11. CALCULATION OF FINAL SCORE

- i. The final score shall be calculated as per the weightage given to the Technical and Financial Proposals, which are 80% and 20% respectively (Technical proposal  $T = 0.80$ , and Financial proposal  $P=0.20$ )
- ii. Proposals shall be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$  = the weight given to the Technical Proposal.
  - $P$  = the weight given to the Financial Proposal;  $T + P = 1$  as following:
  - $S = S_t \times T\% + S_f \times P\%$ .
- iii. The applicant that would get the highest combined score would be declared a Preferred Bidder.

## 12. SCOPE OF SERVICES

### 12.1. Scope of Services

The legal advisory firm shall provide all legal advice and opinion on all the legal matters related to the Haryana Kaushal Rozgar Nigam of the authority except representation of Authority in court case related to Haryana Kaushal Rozgar Nigam.

#### 1) Advise on HKRN issues -

- i) The advisory firm shall review all the proecedures related to HKRN and provide all required inputs, advise on legal aspects as desired from time to time
- ii) Discussion and consultation with concern Stakeholders

#### 2) HKRN Plan -

- i) The advisory firm shall review the proposed HKRN plan from the legal aspects

which include but not limited to

- Review of proposed HKRN plan from legal perspective as per the prevailing laws, bylaws, and its execution point of view
- ii) Provide its opinion on all legal issues related to it and suggested the mitigation strategy
- iii) Suggest modification in HKRN Plan and other document(s) from legal perspective based on the review

**3) Assistance to Authority in implementation of HKRN plan**

The advisory firm shall assist the authority in all stages of the HKRN in all legal aspects which include but not limited to

- i) Study of existing Haryana Kaushal Rozgar Nigam implementation from legal perceptive and provide the understanding and applicability of the same HKRN in exercising its power, taking all required approvals from concerned authorities, State Government, etc.
- ii) Assistance in drafting all the letters for approval, orders, notifications related to HKRN
- iii) Drafting of all documents/circulars/notices pertaining to the legal matters for HKRN on need basis
- iv) Review of all the letters and other related documents drafted by the HKRN or received to HKRN from other agency with respect to HKRN and providing the advice on way forward action
- v) Examine and advise on all procedural matters of HKRN implementations in accordance with all applicable laws, rules, guidelines, or other earlier judgements by courts

**4) Other services related to HKRN**

The legal advisory firm shall assist the authority in all such other scope which may be assigned by authority from time to time with respect to legal aspects of HKRN.

**5) Deliverables:**

The selected bidder shall provide all the deliverables as per following:

- i. For any designated work related to legal issues as per the scope the bidder, shall provide it within 7 working days or time frame as stipulated by HKRN from the date of assigning of the work.
- ii. Apart from this the bidder shall also provide a monthly progress report and submit it to HKRN within 7 days after completion of one month. This shall include entire months work done by the advisor and next months planned work with respect to the scope.

**6) Duration of Services:** The duration of services shall before a fixed term of one (1) year only.

**12.2. Deployment of Legal Expert by the Firms**

The bidder shall be responsible to deploy experienced legal firm and other support staff for the project. The bidder should attach the CV of proposed legal resources only as per the **Annexure 5** of this RFP document. The selected bidders shall deploy

one legal expert and other support staff at the official address of HKRN for the execution of work as per the scope of services time to time. The deployed resources of the selected bidder should have minimum Five (5) years of experience of legal consultancy with the Government of Haryana or related sector. The selected bidder shall ensure the deployed resources is available for all important meetings, discussion and all the other work as assigned by the client.

### **13. TERMS OF PAYMENT**

- i. The selected firm shall quote lump sum monthly fee as per the financial proposal format provided in Annexure 6.
- ii. HKRN shall pay Monthly Fixed Fee as per the accepted financial proposal of the selected bidder within 30 days after approval of submitted Invoice by the selected bidder.
- iii. No other fee shall be paid to selected Bidder in any form expect the monthly fixed fee.

**Annexure 1: Format for Covering Letter**

Date:

**To,  
CEO**

**Haryana Kaushal Rozgar Nigam**  
Plot no Ip-2, sector 3, Majri Chowk, Haryana 134109  
**E-mail: hkrn.gov@gmail.com**

**Sub: " SELECTION OF LEGAL FIRM FOR LEGAL ADVISORY SERVICE FOR HARYANA  
KAUSHAL ROZGAR NIGAM (HKRN)**

Dear Sir,

1. With reference to your RFP document No. \_\_\_\_\_ I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for the aforesaid project. The Application is unconditional and unqualified.
2. All information provided in the Application and in the Annexures is true and correct and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as an Applicant of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Application.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
  - b. I/ We do not have any conflict of interest in accordance with the RFP document
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal

issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to apply for the Assignment, without incurring any liability to the Applicants.
  9. I/ We declare that we/ are/ is not a Member of any other firm submitting an Application for the Assignment.
  10. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  11. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors.
  13. I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
  14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  15. I/We have studied all the RFP Document carefully.
  16. The power of attorney for signing of Application is as per format provided in the RFP enclosed.
  17. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
  18. I/We agree and undertake to be liable for all the obligations of the Agreement.

In witness thereof, I/We submit this Application under and in accordance with the terms of the RFP document.

Yours faithfully, (Signature of the  
Authorised Signatory)  
(Name and designation of the Authorised signatory)

Date:  
Place:



**Annexure 2: Profile of the Firm****A. Details of Bidder Firm / Bidder**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the Firm (in Capital Letters)	
2.	Constitution of Firm	
3.	Address of the Head Office (incl. Tel Number)	
4.	PAN of the Firm	
5.	Service tax registration No.	
6.	Whether there any court cases/arbitration/any other legal case against the Firm (If yes, please provide details in separate annexure)	
7.	Contact Person (Mobile No: Email address: )	

Name of the Authorised Signatory

Signature of Authorised Signatory

**Annexure 3: Technical Capacity**

Details of the work undertaken, as required in **Clause 4**, the Eligibility Criteria

Sl. No.	Name of the Assignment	Brief of the Service provided	Name of the Client	Professional Fee Charged (INR)	Start and Completion Date of Assignment
1					Start Date: Completion Date:
2					Start Date: Completion Date:
3					Start Date: Completion Date:
4					
5					

Note:

1. For above experience, the Law Firm must submit a copy of the appointment letters from the client organisations.
2. The above Experience shall not be considered for evaluation if certificate from client detailing the name of assignment, nature of work, professional fees and date of start and completion of service is not furnished by the Applicant.
3. In case of Private Client, the Law Firm shall also submit the CA certificate attesting the fee received against the services provided.

#### Annexure 4: Power of Attorney for Signing of Application

**(On a Non-Judicial Stamp Paper of INR 100 duly attested by notary public)**

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_ for **“Selection of legal firm for Legal Advisory Service for Haryana Kaushal Rozgar Nigam (HKRN)”** as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for the proposed or being developed by Naya Raipur Development Authority (the “Authority”) including but not limited to signing and submission of all Applications, Applications and other documents and writings, participate in Applicants' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we, the above-named principal has executed this power of attorney on this \_\_\_\_\_ day of \_\_\_\_\_, 20\*\*.

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

(Accepted) (Signature)

(Name, Title and Address of the Attorney)

**Note:**

1. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
2. A certified copy of the appropriate resolution/ document conveying Client to the person signing this Power of Attorney shall be enclosed in lieu of the Power of Attorney.
3. In case of partnership firm: name and address of principal office of the partnership firm to be provided.

**Annexure 5 - Format of Resume for Key Personnel of Firm**

1. Name of the Advocate
2. Date of Birth
3. Educational Qualifications  
(Enclose certificate in support of educational qualification)
4. Date of Enrolment and name of the Bar Council  
(Enclose copy of enrolment/registration certificate and Identity card issued by Bar Association/ Bar Council)
5. Area of Experience/Practice as required in [clause 4](#), the Eligibility Criteria
6. Details of Experience/Practice
7. Assignments/Work undertaken, as required in [clause 4](#), the Eligibility Criteria
8. Brief list of clients, (for e.g., Govt./PSUs/ Commissions/ Autonomous Authorities)
9. PAN Number

**Declaration**

I declare that all the information provided above is true to the best of my knowledge, I have never been penalized by any Bar Council in any disciplinary proceedings. I also undertake to maintain absolute secrecy about the work Assigned by the Authority.

Signature

Name

Address (Office/Residence)

Mobile No.

Fax No.

E-mail:

**ANNEXURE 6: FINANCIAL PROPOSAL FORMAT**

**(To be submitted on letter head of Bidder)**

Tender Document No.

To

Sir,

I/We hereby submit our Proposal for the **Selection of legal firm for Legal Advisory Service for Haryana Kaushal Rozgar Nigam (HKRN)** in accordance with the Terms and Conditions as well as Scope of work.

Discription	Proposed Monthly Fee in Rupees (in Numeric)	Proposed Monthly Fee in Rupees (in Words)
Financial Quote for providing the legal advisory services as per the scope of work		

Note:

1. The financial quote shall include remuneration, fee, pocket expense and all other expense towards the services.

The Financial The financial quote shall be excluding the GST. The GST shall be paid by the authority as per the applicable rate