



Request for Proposal **SELECTION OF LAW FIRM**

**Legal Services for support to DeitY and Government of
India to set up Semiconductor Wafer FAB facilities in
India**

Ref No: 28(9)/2013-IPHW

12th June, 2014

*Government of India
Ministry of Communications and IT
Department of Electronics and Information Technology*

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S. No.	Particular	Details
1.	Issue date of RFP document	12.06.2014
2.	Last date for Submission of Queries	17.06.2014 by 5:30 P.M.
3.	Pre-Bid Meeting	19.06.2014; 04:00 P.M.
4.	Issue of Corrigendum/ Clarifications	23.06.2014
5.	Last date and time for proposal Submission	01.07.2014; 03:00 P.M.
6.	Date and time for opening of Technical bids	01.07.2014; 04:00 P.M.
7	Date and time for opening of Commercial bids	04.07.2014; 04:00 P.M.

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1 Fact Sheet

Clause Reference	Details
Section 3.9	The method of selection is: Combined Quality cum Cost Based Selection (CQCCBS)
Section 3.4	The Interested Law Firms have to pay the non-refundable document Fee of Rs. 5000/- (Rupees Five Thousand Only) by Demand Draft in favour of “Pay and Accounts Officer, Department of Electronics and Information Technology” and payable at New Delhi from any of the scheduled commercial bank along with the proposal.
Section 3.4	Earnest Money Deposit of amount Rs. 2,00,000/- (Rupees Two Lakhs Only) by Demand Draft in favour of “Pay and Accounts Officer, Department of Electronics and Information Technology” and payable at New Delhi from any of the Scheduled commercial Bank OR Bank Guarantee as per format provided in Appendix 1 (Form 3).
Section 3.13	Procurement is for services linked to DELIVERABLES
Section 3.3	<p>A pre-Bid meeting will be held on 19.06.2014 at 4:00 P.M. in Conference Hall No.4009, Electronics Niketan, DeitY, 6, CGO Complex, Lodhi Road, New Delhi.</p> <p>The name, address, and telephone numbers of the Nodal Officer is:</p> <p style="text-align: center;">S. K. Marwaha Scientist ‘F’ Department of Electronics and Information Technology Electronics Niketan 6, CGO Complex, Lodhi Road New Delhi Tel.: 24365940, 24301278 Fax: 24363079 Email: smarwah@deity.gov.in</p> <p>All the queries should be received on or before 17.06.2014 by 5:30 P.M. either through post, fax or email.</p>
-	The Nodal Agency/Department envisages any downstream work: No
Section 3.6.2	Proposals should be submitted in the following language(s): English
	Taxes: The bid price should be inclusive of all applicable taxes (excluding service tax only)

Clause Reference	Details
Section 3.8.2	Proposals must remain valid for 90 days after the submission date, i.e., until 30.09.2014 .
Section 3.4.4	Bidders must submit <ul style="list-style-type: none">• An original and one additional copy of proposal along with one copy of non-editable CD for Prequalification & Technical Proposal (single document)• One original copy of the Commercial Proposal
Section 3.6.3	The proposal submission address is: S. K. Marwaha Scientist 'F' Department of Electronics and Information Technology Electronics Niketan 6, CGO Complex, Lodhi Road New Delhi
Section 3.6.3	Proposals must be submitted no later than the following date and time: 01.07.2014; 03:00 P.M.

2 Background Information

2.1 Basic Information

- a) The Department of Electronics and Information Technology (DeitY), Government of India (GoI) invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Law Firms (“Bidders”) for the provision of the Legal services as described in Section 3.13 of this RFP, “Scope of Work” (“the Services”). DeitY is the Nodal Agency for this public procurement.
- b) Any contract that may result from this public procurement competition will be issued for a term of one year (twelve months) (“the Term”).
- c) DeitY reserves the right to extend the Term for a period or periods of up to one year (twelve months) with a maximum of six such extensions on the same terms and conditions.
- d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

2.2 Project Background

- a) Indian electronics hardware production constitutes around 1.31% of the global production and at the current rate of growth; the domestic production can cater to a demand of USD 104 Billion in 2020 as against the demand of USD 400 Billion and the rest would have to be met by imports. With proactive Government initiatives, the electronics industry, which includes semiconductor design, high-tech manufacturing, electronic components, Electronics Manufacturing Services (EMS), electronic systems design and hardware is projected to grow from USD 20 billion in 2009 to USD 400 billion by 2020, including exports of USD 80 billion (growth rate 31%).
- b) One of the key recommendations of a High Level Committee of Government of India has been to promote the setting up of Semiconductor Wafer Fabs for manufacture of Chips in India
- c) In this regard, Government of India had released a preliminary Expression of Interest (EoI) from potential technology providers and investors for setting up of semiconductor Fabs in India in June 2011 and a number of responses from interested firms were received. Subsequently a few proposals have been received from various applicants towards setting up of Semiconductor Wafer FAB facilities in India. The Government of India has granted approval to two proposals and would be engaging these parties further to complete the

steps required till groundbreaking. In pursuance of the same, steps have been taken by the Department to issue letters of Intent to the two consortia.

- d) An Empowered Committee (EC), which had been set up by the Cabinet, has been authorized to take all decisions and actions in furtherance to the Cabinet decision.
- e) In this regard, DeitY proposes to engage the services of a reputed legal firm for assisting in the preparation and review of the various legal documents and provide legal advice on all issues and related processes as may be required from time to time, till the conclusion of legal agreements with the consortia.

3 Instructions to the Bidders

3.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the legal support required.
- b) All information supplied by Bidders may be treated as contractually binding on them, on successful award of the assignment by DeitY on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of DeitY. Any notification of preferred bidder status by DeitY shall not give rise to any enforceable rights on the Bidder. DeitY may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of DeitY.

3.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out in this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

3.3 Pre-Bid Meeting & Clarifications

3.3.1 Bidders Queries

- a. DeitY shall hold a pre-bid meeting with the prospective bidders on **19.06.2014 at 4:00 P.M.** in **Conference Hall No.4009, Electronics Niketan, DeitY, 6, CGO Complex, Lodhi Road, New Delhi.**

- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach

S. K. Marwaha
 Scientist 'F'
 Department of Electronics and Information Technology
 Electronics Niketan; 6, CGO Complex, Lodhi Road
 New Delhi
 Tel.: 24365940, 24301278
 Fax: 24363079
 Email: smarwah@deity.gov.in

by post, facsimile or email on or before **17.06.2014; 05:30 P.M.**

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

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification
1.			
2.			
3.			
4.			
5.			
6.			

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

3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by DeitY will endeavor to provide timely response to all queries. However, DeitY makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DeitY undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, DeitY may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be emailed to all participants of the pre-bid meeting.
- d. Any such corrigendum shall be deemed to be incorporated in this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DeitY may, at its sole discretion, extend the last date for the receipt of Proposals.

3.4 Key Requirements of the Bid

3.4.1 Right to Terminate the Process

- a. DeitY may terminate the RFP process at any time and without assigning any reason. DeitY makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by DeitY. The bidder's participation in this process may result in DeitY selecting the bidder to engage towards execution of the contract.

3.4.2 RFP Document Fees

The Interested Law Firms have to pay the **non-refundable document Fee of Rs. 5000/- (Rupees Five Thousand Only)** by Demand Draft in favour of “Pay and Accounts Officer, Department of Electronics and Information Technology” and payable at New Delhi from any of the scheduled commercial bank along with the proposal.

3.4.3 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, **EMD of Rs. 2,00,000/- (Rupees Two Lakhs Only)**, in the form of a Demand Draft OR Bank Guarantee (in the format specified in Appendix 1: Form 3) issued by any scheduled commercial bank in favour of “Pay and Accounts Officer, Department of Electronics and Information Technology” payable at New Delhi, and should be valid for at least six months from the due date of the RFP.
- b. EMD of all unsuccessful bidders would be refunded by DeitY within thirty working days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix 3.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without interest.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.

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

3.4.4 Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner
 - Response to Pre-Qualification Criteria and Technical Proposal : (1 Original + 1 Copy + 1CD) in first envelope.
 - Document fees through Demand Draft (DD) + EMD in the second envelope.
 - Commercial Proposal - (1 Original) in third envelope.
- b. The Response to Pre-Qualification criteria, Technical Proposal, DD towards document fees & EMD and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification and Technical Proposal", "Document Fees" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- c. Please Note that Prices should not be indicated in the Pre-Qualification and Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of Pre-qualification and Technical Proposal, DD towards Document fees & EMD and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for Legal Services for support to DeitY and Government of India to set up Semiconductor Wafer FAB facilities in India – 28(9)/2013-IPHW and the wordings **"DO NOT OPEN BEFORE 01.07.2014; 4:00 P.M."**.
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

- i. In case of any discrepancy observed by DeitY in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by DeitY in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

3.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

3.6 Preparation and submission of Proposal

3.6.1 Proposal Preparation Costs

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

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

3.6.2 Language

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

3.6.3 Venue & Deadline for Submission of proposals

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

Addressed To	S. K. Marwaha; Scientist 'F'
Name	DeitY
Address	Electronics Niketan, 6 CGO Complex; Lodhi Road, New Delhi
Telephone	24365940, 24301278
Fax Nos.	24363079
Email ids	smarwah@deity.gov.in
Last Date & Time of Submission	01.07.2014 before 03:00 P.M.

3.6.4 Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. DeitY shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. DeitY reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

3.7 Deviations

The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation are provided, the bidder would not be allowed that to withdraw the deviation submitted.

The Proposal evaluation committee would evaluate and classify them as “material deviation” or “non material deviation“. In case of any material deviations, the Committee would be entitled to reject the bid.

3.8 Evaluation process

- a. DeitY will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b. The Proposal Evaluation Committee constituted by DeitY shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may fix meetings with the Bidders to seek clarifications on their proposals.

- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.8.1 Tender Opening

The Proposals submitted up to **03:00 P.M. on 01.07.2014** will be opened at **04:00 P.M. on 04.07.2014** (financial proposals) by S. K. Marwaha, Scientist 'F', DeitY or any other officer authorized by DeitY, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

3.8.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of Tender.

3.8.3 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals;
 - Are not submitted in formats as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- b. All responsive Bids will be considered for further processing as below.

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

3.8.4 Consortiums

For the purposes of this RFP, consortiums are not allowed. The bidders may however, sub-contract part of the work which requires specialized domain expertise (details of subcontracting should be provided in the work plan). However, the responsibility for the work would remain with the lead bidder.

3.9 Criteria for Evaluation

3.9.1 Pre-Qualification Criteria

S. No	Basic Requirement	Specific Requirements	Documents Required
1	Appropriate entity	The bidder should be a legal firm with license to practice law and provide legal advice in India.	Copy of Certificate of Incorporation or other equivalent document.
2	Consortiums	Bidder should be an individual organization. Consortiums are not allowed to bid.	
3	Legal Entity	Should be Company registered under Companies Act, 1956 OR a partnership firm registered under LLP Act, 2008/Indian Partnerships Act 1932. Should have been operating for the preceding three years as on 1.1.2014.	Copy of Certificate of Incorporation; and
4	Blacklisting	The bidder should not have been blacklisted by Government of India, any State Government in India or by any multilateral agency	A self certified letter

3.9.2 Technical Qualification Criteria

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

Technical Evaluation Criterion

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	COMPANY PROFILE		20	
1.	Average turnover from legal services related to business transactions, M&A, taxation advisory, IP Law etc. (average of previous three financial years)	<p>More than INR 50 Crores : 10 marks</p> <p>Between INR 35 to INR 50 Crores (including) : 6 marks</p> <p>Between INR 20 to INR 35 Crores: 2 marks</p> <p>Between INR 10 to INR 20 Crores : 1 mark</p>	10	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
2.	Full-time professional staff engaged in legal services related to transaction advisory (Number of Staff)	<p>Equal to more than 100: 6 marks</p> <p>Between 51 and 100: 4 marks</p> <p>Between 25 and 50 (including): 2 marks</p> <p>Less than 25 : 0 marks</p>	6	A self certification from authorized signatory
3.	Geographical Presence of the organization	<p>>4 offices – 4 marks</p> <p>2-3 offices – 2 marks</p> <p><2 offices – 0 marks</p> <p><i>(Having one office in New Delhi, or the National Capital Region is mandatory)</i></p>	4	A self certification from authorized signatory
	RELEVANT PAST EXPERIENCE		40	

S. No	Criteria	Requirements	Max Marks	Supporting Documents
4.	<p>Experience relevant to this engagement as listed below to be demonstrated in a maximum of 10 engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. The work order should have been issued within the last 5 years, as on date of bid submission.</p> <p>Projects of similar nature shall mean engagements which included all of the following: <i>-Transaction advisory including deal structuring and documentation support</i> <i>-International and cross border transactions of value over INR 500 Crores (or equivalent in foreign currency)</i> <i>-Transaction including transfer pricing, IP valuation and transaction</i> <i>-Transaction including trans-border taxation issues</i> <i>-Transactions should include atleast one Indian and atleast one non-Indian entity</i></p>	<p>4 marks for each project deemed relevant by the evaluation committee (atleast two projects mandatory to score in this section)</p> <p>Less than 2 projects : 0 marks</p> <p>Extra marks would be given (2 extra mark for each project) if the cited project has one or more of the below features (subject to the total marks being awarded in this section to a maximum of 40 marks; i.e. even if a bidder scores over 40 marks owing to extra marks being awarded, it would still be scored 40 marks only):</p> <p><i>-Involving high technology (semiconductors or electronics hardware) sector</i> <i>-Involving government (Indian or other) transaction</i> <i>-Of value over INR 5000 Crores (or equivalent in Foreign currency)</i></p>	40	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate (for ongoing projects) from the client; OR</p> <p>Certified copy of work contract + Self Certificate of Completion (Certified by Statutory Auditor); OR</p> <p>Mandate Letter from Client or Email from Client Official email ID; OR</p> <p>Deal Sheet from top research agencies such as Thomson Reuters, Mergermarket and Dealogic(bringing out the data required for evaluation)</p>

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	RESOURCE PROFILE		40	
5.	<p>Resume of all legal professionals proposed for the assignment with experience in similar projects (as defined in point 4 above)</p> <p>(Non-Indian professionals may also be proposed for the project who can provide specialized advice, however, they must be in an advisory capacity to the bidder and the bidder would be held fully liable for their services as well)</p> <p>The bidder may provide additional CVs or resources it deems relevant to the assignment, the decision of the evaluation committee on the treatment of such CVs for evaluation would be final and binding.</p>	<p>Cross border M&A/ Transaction Specialist (15 marks)</p> <ul style="list-style-type: none"> • >10 engagements – 15 marks • 7-10 engagements – 10 marks • 4-6 engagements – 7 marks • 1-3 engagements – 3 marks <p>Taxation Expert (15 marks)</p> <ul style="list-style-type: none"> • Experience in taxation <ul style="list-style-type: none"> ○ Over 10 years – 5 marks ○ <10 years – 2 marks • Qualification <ul style="list-style-type: none"> ○ CA/CFA or equivalent – 5 marks • Audit Experience of cross-border taxation (more than 3 engagements) – 5 marks <p>Intellectual Property Law Expert (5 marks)</p> <ul style="list-style-type: none"> • Experience in cross border transactions/engagements involving significant IP issues <ul style="list-style-type: none"> ○ >10 engagements – 3 marks ○ 5-10 engagements – 2 marks ○ <5 engagements – 1 mark • Qualification <ul style="list-style-type: none"> ○ Post Graduate degree/diploma or recognized certification in IP law – 2 marks <p>Documentation Associate (5 marks)</p> <ul style="list-style-type: none"> • >5 engagements – 5 marks • 3-5 engagements – 3 marks • 1-2 engagements – 1 mark 	40	Self-Certified Resumes

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score **at least 65 marks** from the technical evaluation criteria would be considered technically qualified.

3.9.3 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b. The commercial bid shall be submitted in the following manner:
 - i. Price for all scope of work(except final agreements - 'X')
 - ii. Price for preparing final agreement and support for negotiation and execution (price per agreement to be handled -'Y')

Financial evaluation will be done on the basis of sum of 'X' and 'Y'; i.e. L1= 'X' + 'Y'

The payment for final agreement milestone/s would be done on the basis of actual numbers of agreements to be handled.

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

Financial Score of a Bidder (Fn) =
 $\{(Commercial\ Bid\ of\ L1/Commercial\ Bid\ of\ the\ Bidder) \times 100\}\%$
(Adjusted to two decimal places)

- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes (excluding service tax) and levies and shall be in Indian Rupees.
- e. The breakup of bid price provided by bidder (as per Form 2C in Appendix II of this document) shall be binding and may be used by DeitY to determine the relevant remuneration for extension of services, if any. The bidder would be bound to provide services in the period desired (for extension) at the same rates without any escalation.
- f. Any conditional bid would be rejected
- g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying

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

3.9.4 Combined and Final Evaluation

a. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.

b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated (to two decimal points) as follows:-

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

Where

B_n = overall score of bidder

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

F_n = Normalized financial score of the bidder

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

3.10 Appointment of Law Firm

3.10.1 Award Criteria

DeitY will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

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

DeitY reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DeitY action.

3.10.3 Notification of Award

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

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

3.10.4 Performance Guarantee

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

*Total cost of ownership is the total contract value of the engagement of Law Firm (arising out of this RFP)

3.10.5 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, DeitY shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between DeitY and the successful bidder. DeitY reserves the right to terminate the services of the successful bidder at any stage of the work for reasons of unsatisfactory performance or for any reasons not in control of DeitY (for example, non-response of the applicants at any stage of the process). DeitY shall provide a notice of a minimum of 15 calendar days (in writing) for such termination, clearly citing the reasons for the same. DeitY shall, however, make all payments related to the milestones (as per schedule of payments specified herein), provided such milestones have been met to the full satisfaction of DeitY and the Empowered Committee.

3.10.6 Failure to Agree with the Terms and Conditions of the RFP

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

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

3.11 Fraud and Corrupt Practices

- a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DeitY shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, DeitY shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DeitY for, inter alia, time, cost and effort of DeitY, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- b. Without prejudice to the rights of DeitY under Clause above and the rights and remedies which DeitY may have under the LOI or the Agreement, if an Applicant or its employee/s, as the case may be, is found by DeitY to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or firm shall not be eligible to participate in any tender or RFP issued by DeitY during a period of 5 years from the date such Applicant or its employee/s, as the case may be, is found by DeitY to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DeitY who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DeitY, 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 Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of DeitY in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DeitY with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.12 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the legal services (the “**Conflict of Interest**”)¹. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DeitY shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to DeitY for, *inter alia*, the time, cost and effort of DeitY including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to DeitY hereunder or otherwise.
- b. DeitY requires that the bidder provides professional, objective, and impartial advice and at all times hold DeitY’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of DeitY.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. the Bidder, or any associates of the bidder are advising any of the applicants or members of the applicant consortia (or their related associate firms) on the present proposals
 - v. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing legal services to DeitY for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or

¹ This section has been adapted from Model RFP for Selection of Financial and Transaction Advisors issued by Planning Commission, Government of India

- vi. A firm hired to provide legal services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. However, Conflict of Interest does not include:
 - i. Any existing matter where Bidder is acting as legal advisor against DeitY and the same has been disclosed to DeitY at the time of signing of appointment letter in favour of the bidder.
 - ii. Any other matter where Bidder acts as legal advisor against DeitY or parties connected with the transaction where such matter has no connection with or bearing on the transaction, whether directly or indirectly.
- e. An Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for DeitY in continuation of this engagement or to any subsequent legal/ advisory services performed for DeitY where the conflict of interest situation does not arise.
- f. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for transaction advisory or any other activity) for the Project, they shall make a disclosure to DeitY as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. DeitY shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this engagement or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

3.13 Scope of Work

In this Section, Scope of work is detailed out as follows:

The Government of India has envisaged the following process (with indicative timelines) from the in-principle approval to signing of final agreements between GoI and respective consortia.

Stage	Conditions precedent*	Timelines
GoI issues a Letter of 'In-principle' approval		
Demonstration of Intent (Already Completed)	<ol style="list-style-type: none"> 1. Acceptance of all the terms and conditions conveyed in the 'in principle' approval. 2. Submission/reiteration of final project parameters (including technical, financial and operational parameters), equity structure and project time-lines. 3. Legal arrangement between the consortium partners with technology transfer arrangement. 4. Details of proposed senior management with certified documentation of employment status. 5. Manner of proposed compliance with the strategic objectives of Government of India in supporting the project. 	4 weeks from Issue of Letter of 'In-principle' approval
After examination and acceptance of the documents pertaining to fulfillment of the conditions precedent above, GoI issues a Letter of Intent. (Current Stage)		
Demonstration of Commitment	<ol style="list-style-type: none"> 1. Incorporation of SPV for the project, in accordance with proposed equity structure 2. At least 25% of equity funding required for Phase I of the project to be injected by the promoters into the SPV. 3. At least 10% of debt funding commitment (of Phase 1 requirement), or INR 1000 Crores, whichever is higher, from financing institutions. 4. Agreements between consortium partners outlining performance guarantees 5. Performance guarantee agreements with GoI 6. Submission of Detailed Project Report (DPR) with detailed costing and implementation plan 7. Submission of proof of legal possession of adequate and suitable land as outlined in the proposals 	4 weeks from issue of Letter of Intent
After examination and acceptance of the documents pertaining to fulfillment of the conditions precedent above, GoI issues a Letter of Commitment.		
Final Stage	<ol style="list-style-type: none"> 1. Equity Funding by the Promoters – 100% of Phase 1 requirement 2. Financial Closure – At least 90% of debt funding requirement of Phase 1 3. Submission of Rolling Bank Guarantees (equal to possible penalties up to commencement of operations date (CoD)) with GoI 	8 weeks from Issue of Letter of Commitment
After examination and acceptance of the documents pertaining to fulfillment of the conditions precedent above, GoI signs applicable final agreements with the project SPV.		

With respect to the above outlined process, the legal services under this RFP envisage the following services (not exhaustive, may include other related services):

- a) Legal review of all documents (with the exception of the Detailed Project Report or DPR, which shall be reviewed by a separate third party) submitted by the applicant consortia. The documents to be reviewed would include supporting documents for all applicable “Conditions Precedent” to the stage applicable. Principal documents (apart from the final agreement/s) would include performance guarantee agreements, guarantee, various undertakings, formats for other legal documents etc. However, the list is not exhaustive and would be finalized at various stages.
- b) Assist GoI in preparation of the documents to be issued to the applicant consortia (including, but not limited to documents mentioned in the framework above, including various formats for undertakings, guarantee agreements, letters to be issued etc.).
- c) Preparation of the agreement document and assist the GoI in negotiation of the same with the applicant consortia. For the final agreement/s, one or two of the proposals presently approved by GoI may be taken forward, as the case may be, depending upon the response of the consortia. The commercial bid structure reflects the same.
- d) For all other work (apart from final agreement/s) would involve preparation of model documents and configure for individual consortia. In short, broadly the nature of work involved would be similar except mutatis mutandis changes required for each of the consortia.
- e) Provide professional advice on transaction structuring, tax (domestic and cross border), intellectual property (valuation, taxation and deal structuring) and other such related matter to GoI.
- f) Any other activity required with respect to the above outlined process (GoI, however reserves the right to, at its sole discretion, modify or change the process outlined above, without assigning any reason whatsoever).
- g) Provide related support to GoI till execution of final agreements.
- h) Ensure all documents are in compliance with Company Law, Tax Laws, FDI norms and other such applicable laws of India. The ensuring of factors that tantamount to India discharging her bilateral/multilateral commitments under various treaties/ agreements shall also be ensured.

All the above outlined activities may be required to be completed expeditiously given the strategic nature of the initiative. The timelines would be agreed upon by DeitY and selected bidder at each stage of the process. As an indicator, however, each milestone is expected to be approximately 4 weeks from the previous milestone. However, any procedural extension of timelines shall not entitle the successful bidder to any additional remuneration over and above the value under this RFP.

The bidder may deploy its personnel at DeitY on an as-required basis. However, the bidder would be required to attend meetings, brief DeitY officials, meet Empowered Committee members in

person at DeitY or any such notified venue (within NCR). It is to be noted that such meetings may be called at very short notice.

3.14 Payment Schedule

<i>S. No.</i>	<i>Milestone for payment</i>	<i>Billable Fee (as % of Contract Value)</i>
1	On issue of Letter of Intent (LoI)	20% of 'X'
2	On issue of Letter of Commitment (LoC)	50% of 'X'
3	On initiation of negotiations for final agreement	30% of 'X' + 30% of ['Y'*number of agreements]
4	On successful execution of final agreement	70% of ['Y'*number of agreements]

Payment Terms & Conditions

- a. The bid price is inclusive of all applicable taxes (excluding service tax) and out-of-pocket expenses. The bidder is required to make a reasonable estimate of the same and factor in the bid price. Any change in rates of taxation shall not be made good by DeitY and will have to borne in full by the successful bidder.
- b. Expenses in case the selected bidder is required to undertake travel outside of New Delhi/National Capital Region, would be paid separately by DeitY on the following terms and conditions:
 - i. Y class air travel, with appropriate boarding and lodging expenses
 - ii. No per-diem would be payable
 - iii. The selected bidder shall take prior approval of DeitY for any such travel, without which no expenses would be reimbursed

3.15 Support to be provided by DeitY

The Nodal Agency/ Department will provide the following support, post the award of the contract to the successful bidder:

1. Provide understanding of as-is status of the initiative.
2. Provide all relevant background information and documentation.
3. Access to consultants who have been appointed by DeitY to provide overall support to this initiative.

3.16 Change Request

The following would constitute a Change request

- a. Any work which has not been specifically mentioned in the scope of work

- b. Any changes in the deliverables post approval by the client
- c. Bid Process Management in case of re-tendering is to be done for reasons for which the consultants are not responsible
- d. Any delay in the project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible

In such a case, the additional effort estimated by the bidder and its costs would be discussed and finalized in discussions with the Bidder. The basis of this cost would be the commercial bid OR the most relevant rate empanelment of the Consultant with any Central Government, as may be determined to be fair by DeitY at such time.

Appendix I: Pre-Qualification & Technical Bid Templates

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

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

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

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

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Deviations

Form 7: Team Composition and their Availability

Form 8: Curriculum Vitae (CV) of Key Personnel

Form 1: Compliance Sheet for Pre-qualification Proposal

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

	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
8	Consortiums	Consortiums not allowed	Confirmation that the bidder is bidding as a single entity or otherwise.	
9	Legal Entity	Copy of Certificate of Incorporation; and	Yes / No	
11	Blacklisting	A self certified letter	Yes / No	

Form 2: Particulars of the Bidders

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding entity	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

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

<Location, Date>

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

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

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 4: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal, this template should be read in reference to Section 3.9 above)

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 5		
2.	Average turnover	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
3.	Full-time professional staff	A self certification from authorized signatory	Yes / No	
4.	Experience relevant to this engagement	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client		
5.	Deviations (if any)	Form 8	Yes / No	
6.	Team Composition (As per requirement specified in Technical evaluation)	CV & a Note (Form 9, 10 and 11)	Yes / No	

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

Form 5: Letter of Proposal

<Location, Date>

To:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

Dear Sir/Madam,

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

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

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

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

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

Yours sincerely,

Authorized Signature (*In full and initials*): _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form 6: Deviations

This section should contain any assumption on areas which have not been provided in the RFP OR any changes to the existing provisions of the RFP

A - On the Terms of Reference

<<Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (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>>

B - Any other areas

Form 7: Team Composition and their Availability

Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

Form 9.1: Team composition and Key Tasks

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time Committed for the Engagement

Form 9.2: Information on Team Involvement in other Engagements

Name of Staff with Qualification and Experience	Current Assignments where the Resource CV had been presented in the proposal	End Date of the Assignment (as estimated on the date of submission of this bid)	% Time Commitment

(Any information withheld / misrepresented, would establish DeitY would establish the veracity and if found true may lead to rejection of the bid OR cancellation of the contract)

Form 8: Curriculum Vitae (CV) of Key Personnel

1. **Proposed Position** [*only one candidate shall be nominated for each position Expert*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
6. **Total No. of years of experience:** _____
7. **Total No. of years with the firm:** _____
8. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):** _____

9. **Certifications and Trainings attended:** _____

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

11. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
12. **Membership of Professional Associations:**
13. **Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year):

To (Year):

Purchaser:

Positions held: _____

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

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

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

Full name of Authorized Representative: _____

Appendix II: Commercial Proposal Templates

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 1: Covering Letter

Form 2: Commercial Bid Template

Form 1: Covering Letter

<Location, Date>

To:

<Name>

<Designation>

<Address>

<Phone Nos.>, <Fax Nos.>

<email id>

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

Dear Sir/Madam,

We, the undersigned, offer to provide legal services for <<*Title of services*>> in accordance with your Request for Proposal dated [*Date*] and our Proposal - Technical and Financial Proposals. Our attached Financial Proposal is as below:

- a) A sum of <<*Amount in words and figures*>> for all scope other than final agreements ('X')
- b) A sum of <<*Amount in words and figures*>> per agreement for preparation of final agreements and related negotiations and execution support ('Y')

This amount is inclusive of OPEs, Miscellaneous expenses & excluding Service taxes.

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

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Commercial Bid Template (Form 2A,B & C to be provided separately for 'X' and 'Y')**Form 2A : Summary of Costs**

S. No.	Costs	Currency (Indian National Rupees)	Amount(s)
1	Total Amount of Financial Proposal (A)		
2	Out of Pocket Expenses (B)		
3	Miscellaneous Expenses (C)		
	Total (A+B+C)		

Form 2B : Breakdown of Price per Activity

S. No.	Costs	Currency (Indian National Rupees)	Amount(s)
1			
2			
	Total (Should be equal to "A" in Form 2 A)		

Form 2C : Breakdown of Remuneration (man month rate)

S. No.	Names	Position	Deliverables Involved	Unit Cost (per man month rate)	Total Man month required / Total Remuneration	Amount
1						
2						
3						
4						
5						
	Total (Should be equal to "A" in Form 2 A)					

Note: This representation shall be utilized (on a binding basis) to estimate the appropriateness of the final amount payable to the successful bidder. This may also be used by DeitY in case an extension of services is envisaged or required.

Form 2D: Estimate of Out of Pocket Expenses

S. No.	Description	Unit	Quantity	Unit Price In INR	Amount
1					
2					
3					
...					
Total (Should be equal to "B" in Form 2 A)					

Form 2E: Miscellaneous Expenses

S. No.	Description	Unit	Quantity	Unit Price	Amount
1	Software/project management tool				
2	< Any others, please specify>				
3					
...					
Total (Should be equal to "C" in Form 2 A)					

Appendix III: Performance Bank Guarantee

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<**Name of the Bank**>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<**Insert Value**>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<*Insert Date*>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only).**
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

Appendix IV: Indicative Scope of Work for Legal Firm, Details of Consortia and Incentive Structure

Indicative scope of work for Legal Firm

1. Documents to be reviewed (primary due diligence not envisaged):
 - a. Demonstration of commitment:
 - i. MoA and AoA of the SPV, including shareholding agreements.
 - ii. Documents related to the equity structure to confirm shareholding and equity infusion.
 - iii. Legal agreements between consortium partners
 - iv. Legal validity of debt commitment letters
 - v. Legal validity of land documents
 - b. Final Stage:
 - i. Documents related to the equity structure to confirm shareholding and equity infusion.
 - ii. Financial closure documents
 - iii. Bank Guarantee documents
2. Documents to be prepared (and negotiated with applicant consortia):
 - a. Model documents (with customization for each consortia):
 - i. Performance guarantee agreements
 - ii. Undertaking for compliance with terms and conditions of LoI and LoC
 - iii. Undertaking for non-limitation of end use of technology
 - iv. Undertaking for ethical conduct and good corporate practices
 - v. Undertaking for performance commitment
 - b. Documents to be prepared individually with each consortia:
 - i. Shareholding agreements with GoI
 - ii. Commercial agreements (including funding agreements) with GoI
 - iii. Undertakings with regard to end use to GoI funds

Note: It must be reasserted that the list of documents given above is *only indicative* and may change (including additions) during the course of the engagement as may be directed by the Empowered Committee. All document preparation and review would involve seeking clarifications and negotiations with the applicant consortia on behalf of GoI.

Details of consortia whose proposals have been accorded approval by Cabinet

1. M/s Jaiprakash Associates Limited (with IBM, USA and Tower Semiconductor Limited, Israel as partners)
2. M/s HSMC Technologies India Pvt. Ltd. (with ST Microelectronics and Silterra Malaysia Sdn. Bhd. as partners)

Incentive structure as approved by Cabinet

1. 25% subsidy on capital expenditure and tax reimbursement as admissible under Modified Special Incentive Package Scheme (M-SIPS) Policy.
2. Exemption of Basic Customs Duty (BCD) for non covered capital items
3. 200% deduction on expenditure on R&D as admissible under Section 35(2AB) of the Income Tax (IT) Act.
4. Skill development expenditure to be reimbursed as per various schemes of NSDC.
5. Investment linked deductions under Section 35AD of the IT Act subject to appropriate amendments to IT Act.
6. Disbursement under MSIPS to be on quarterly basis rather than annual basis.
7. Interest free loan of approx. Rs 5124 Crores each. (Exact to be calculated on Detailed Project Report appraisal.)
8. In consideration of the support provided by the Government, the promoters shall offer a Golden Share to the Government of India (GoI) or to the CPSU (s) to be nominated by GoI. An appropriate shareholding agreement shall be put in place to give effect to the foregoing requirements.
