



Request For Proposal (RFP)

**SELECTION
OF
LEGAL CONSULTANT**

for assisting and advising the State Government in restructuring, merger, amalgamation and winding up of various Public Sector Undertakings/ Corporations of Govt. of West Bengal.

**Government of West Bengal
Nabanna, Howrah**

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Request For Proposal (RFP)

for assisting and advising the State Government in restructuring, merger, amalgamation and winding up of various Public Sector Undertakings/ Corporations of Govt. of West Bengal.

Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or Consultants, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or Consultants to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder 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 this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and Consultants make no representation or warranty and shall have no liability to any person including any Bidder 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 this 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 this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select a bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Invitation for Proposal

1. INTRODUCTION

1.1 Background

- 1.1.1 In the matter of comprehensive restructuring of PSUs/Corporations with an objective to improve the operational efficiency, optimally utilize the manpower and assets was under active consideration of the Government of West Bengal for sometime past.
- 1.1.2 Upon reviewing the status of 90 PSUs/Corporations of State Government, it has been decided by the State Government that some of the above PSUs/Corporations are to be restructured/merged/integrated and after this procedure a few PSUs /Corporations will continue to remain functional.
- 1.1.3 The Finance Department, Govt of West Bengal, have decided to engage Legal Consultant for assisting and advising the various concerned Departments of the State Government in restructuring, merger, amalgamation and winding up of various Public Sector Undertakings / Corporations of Govt. of West Bengal. Approximately 15 PSUS / Corporation involving 10-12 departments are under consideration for the above exercise. Although the engagement of the Legal Consultant will be handled by the Finance Department, the Legal Consultants will have to work directly in consultation with the respective Departments and PSUs with regard to the following aspects:
- i. Regarding redeployment of permanent and casual employees of the restructured, merged & closed PSUs / Corporations, which will be done by the respective Department, Legal Consultant will have no role in redeployment process.
 - ii. Identification of various assets like Infrastructure and Building, Plant & Machineries etc. and valuation thereof will be done by the Departments concerned. However, the Legal Consultant will advise utilisation of the assets like Building, Structures and Plant & Machineries of such PSUs / Corporations and valuations thereof in the surviving PSUs / Corporations and also advise for disposal action suitably.
 - iii. Regarding utilisation of excess land, the Legal Consultant will advise the following-
 - a) For transfer it to other PSUs / Corporations for their use.
 - b) For giving back the excess/surplus land to the Government, and
 - c) For disposal by way of sale etc .
 - iv. The Consultant will also advise the Departments to prepare their accounts and get them audited, update the returns which may be necessary for the restructuring process. The Consultant will keep regular liaising with National Company Law

Tribunal (NCLT) and Registrar of Companies (ROC) in regard to restructure / merger, amalgamation etc.

- v. Advising in the matters of the realisation/restructuring of Govt. dues in respect of Shareholding and loan portfolio in the Undertakings/Corporations

1.2 Request for Proposal

The Finance Department, Govt. of West Bengal (the “**Authority**”) invites Proposals (the “**Proposals**”) for selection of a Law firm/Advocate (the “**Legal Consultant**” or “**Consultant**”) to act as legal Consultant with regard to restructure, merger, amalgamation and or winding up of various Public sector Undertakings/Corporations (collectively the “**Consultancy**”).

The Authority intends to select the Legal Consultant through an open competitive bidding in accordance with the procedure set out herein.

1.3 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Bid Conference on the date and time specified in Clause 1.10.

1.4 Procurement of RFP Document & Bid Security

RFP document can be downloaded from the Official Website of the Authority wbfin.nic.in.

The Bidders will be required to furnish Bid security amounting Rs.1,00,000/- (Rupees One lakh only).in the form of Bank Draft drawn in favour of Secretary (Finance), Govt. of West Bengal, payable in Kolkata from any scheduled Bank.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the “**PDD**”).

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising Technical and Financial Bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will

be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed Bidders shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4 following Quality-cum-cost based selection (QCCBS) process. The first ranked Bidder shall be selected for negotiation (the “**Selected Bidder**”) while the second ranked Bidder will be kept in reserve.

1.7 Currency for payment

1.7.1 All payments to the Legal Consultant shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Event Description	Date & Time
1.Last date for receiving queries/clarifications	[24 th March, 2017]
2.Pre-Bid Conference	[27 th March, 2017, 11-30 hrs.]
3.Authority’s response to queries	[28 th March, 12-00 hrs.]
4.Proposal Due Date or PDD	[29 th March, 2017, 15-00 hrs.]
5.Opening of Technical Proposals	[29 th March, 2017, 16-00 hrs]
6.Opening of Financial Proposal	[31 st March, 2017, 11-00 hrs]
7.Letter of Award (LOA)	[Within 15 days of PDD]
8Acceptance of the LOA	Within 5 days of LOA
9.Signing of Agreement	Within 15 days of LOA
10.Validity of Applications	180 days of Proposal Due Date

1.9 Inspection of documents and data

Bidders may send their queries, if any, to the nodal officer specified below:

Dr. Sudip Sinha, IAS

Joint Secretary (Finance).

Phone: 2253-5232

Mobile: 9831131684

Email: sudipkumar.sinha@yahoo.in

1.10 Pre-Bid Conference

The date, time and venue of Pre-Bid Conference shall be:

Date: 27th March, 2017

Time: 11.30hrs Venue: **Conference Hall, Finance Department, Room No:1202,**

12th Floor, Nabanna,

325, Sarat Chatterjee Road,

Howrah-711102

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

Dr. Sudip Sinha, IAS

Joint Secretary (Finance).

Phone: 2253-5232

Mobile: 9831131684

Email: sudipkumar.sinha@yahoo.in

1.11.2 The **Official Website** of the Authority is:

<http://www.wbfin.nic.in>

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No: WB/FIN/16-17/LC/01

FOR SELECTION OF LEGAL CONSULTANT, FINANCE DEPARTMENT, GOVT. OF WEST BENGAL

1.11.4 Name of the Consultancy/assignment:

Selection of Legal Consultant for restructure of State Undertakings/Corporations

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case a Bidder firm/individual Advocate possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually and no Consortiums will be allowed.

2.1.2 Bidders are advised that the selection of Legal Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are final without any right of appeal whatsoever.

2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at **Appendix-I** and the Financial Proposal shall be submitted in the form at **Appendix-II**. Upon selection, the Bidder shall be required to enter into an agreement with the Authority.

2.1.4 Key Personnel

The Legal Consultant's team (the "**Consultancy Team**") shall consist of adequate number of Lawyers, Associates and Supporting staff

2.0 **Eligibility Criteria** of Bidders

2.2.1 Bidders must read carefully the minimum criteria of eligibility (the “ **Eligibility Criteria**”) provided herein. Proposals of only those Bidders who fulfil the **minimum** Eligibility Criteria will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

2.2.2.1 Technical Eligibility:

Law firms/ advocates seeking engagement should meet the following technical criteria : -

1. Law firms should have an office based in Kolkata at least for the last 5 financial years, while individual advocates seeking engagement should be enrolled with the Bar Council of West Bengal and having a minimum experience of practising law for last 10 financial years.
2. Can demonstrate having acted for Central/State Government/ Statutory Corporations /Authorities/PSUs in at least 2(two) assignments in the last 3 years in the matters of restructuring, merger and amalgamation or winding up closure/ dispensation.

2.2.2.2 Financial Eligibility:

Law firms/ advocates seeking engagement should meet the following Financial Criteria:-

Law Firms should have minimum annual average turnover of Rs. 1 Cr during last three financial years while Individual advocates should have minimum annual average turnover of Rs.0.5 Cr.

2.2.2.3 Experience in company Law matters

Law Firms/Individual Advocates should have discharged assignments during last five financial years involving company law matters on behalf of companies.

2.2.2.4 Qualification and experience of the Key Personnel

The Key Personnel named in the proposal should be at the minimum Law Graduates and shall have minimum practising experience in law for last 10 years.

2.2.3 Other Terms & Conditions

Other terms & conditions applicable for the assignments will be as per Clause 2.2.4.

2.2.4 The Bidder should submit a Power of Attorney as per the format at Form-7 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal.

2.2.6 A bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

2.2.7 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

2.3.1 A bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 2.3.2 The Authority requires that the Legal Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Legal Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Without limiting the generality of the above, a bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Bidder, its members (the "**Member**") or Associates (or any constituent thereof) and any other Bidder, its members or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - (d) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

- (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Bidder; or
- (f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Legal Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Legal Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide services for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing services related to the same project; or
- (h) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the assignment, (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture or "Best Friend Relationship" with the Bidder (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 A bidder eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Legal Expert, shall be disqualified from subsequently providing 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 5 (five) years from the completion of this assignment or to any consulting assignments granted; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Legal Consultant shall include a partner in the Legal Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Legal Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Legal Expert of a bidder/ Legal Advisor was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Legal Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.4 Number of Proposals

No Bidder or its Associate shall submit more than one Application for the Consultancy. A Bidder shall not be entitled to submit another application either individually or as an Associated member of any Bidder/Advocate, as the case may be.

2.5 Scope of Work

PHASE- I :

2.5.1

- A. Preparation of a comprehensive “Standard Operating Procedure” for restructuring, merger, amalgamation and winding up of Public Sector Undertakings / Corporations of Govt. in general so as to enable the departments / PSUs to start the process, take preparatory steps required for the exercise stated above in a proactive and timely manner.
- B. Attending meeting with various officials of PSUs/Companies which are proposed to be restructured/merged /amalgamated / wound up including officials of respective Departments for understanding the requirement to carry out such merger / amalgamation / integration/winding up exercise.
- C. Advising for appropriate utilisation of assets like building, structures, etc. and valuation thereof of such PSUs/corporations and also for disposal action.
- D. Advising for procedure for appropriate course of action regarding land. The Legal Consultant will make the process of amalgamation/ merger/closure smooth for e.g.
 - (a) transfer of land to other PSUs/Corporations
 - (b) giving back surplus land to the Govt. and
 - (c) disposal by way of sale, etc.
- E. Advising in the matters of the realization /restructuring / settlement of Govt. dues in respect of Shareholding and loan portfolio in the Undertakings/Corporations

2.5.2 Answering queries which may arise in respect of such legal matters.

2.5.3 Preparing the road map on the different options of merger/amalgamation/integration/business transfer / Closure of approx. 15 PSUs / companies including different schemes of amalgamation /merger /integration, analysis of recommended options as against each scheme, implementation strategy in respect of various companies /group of companies .

2.5.4 Preparing note on initial steps to be taken pending overall integration

PHASE II :

2.5.5 On approval of execution of business transfer agreement as a method of integration in respect of a company or group of companies, drafting Business Transfer Agreement and all activities up to execution.

2.5.6 On approval of amalgamation/merger as a method of integration or closure in respect of a company or group of companies, drafting scheme of amalgamation / closure and all steps in connection with the exercise which will involve carrying out the steps indicated in para 2.5.7 to 2.5.23

2.5.7 Providing comments on summary of creditors’ position to determine feasibility of obtaining dispensation from requirement of holding creditors’ meeting.

2.5.8 Drafting the scheme and revising /finalising the scheme.

2.5.9 Drafting and finalising the notice and minutes of board meeting of the relevant companies to approve the scheme.

- 2.5.10 Drafting and finalizing the format for waiver letters to be sent to the creditors and shareholders to obtain their consent for conducting a meeting to approve the scheme.
- 2.5.11 Drafting, preparing and finalizing and filing the application to National Company Law Tribunal, Kolkata for dispensing with the requirement of holding the meeting of shareholders and creditors of the above companies.
- 2.5.12 Appearing before the National Company Law Tribunal, Kolkata in relation to the dispensation of holding the meetings of shareholders and creditors of all the above companies.
- 2.5.13 Service of notice of hearing of the petition upon approval under section 230 (3) of the Companies Act, 2013.
- 2.5.14 In case the National Law Tribunal, Kolkata does not grant dispensation, the above companies would be required to convene and hold the meeting of the shareholders and creditors as per the direction of the National Company Law Tribunal, Kolkata. The Legal consultant have to prepare draft documentation for the shareholders and creditors meeting, assist in conducting the meeting with the appointed Chairperson and get the post meeting minutes approved by the appointed Chairperson and make necessary filing with the National Law Tribunal Kolkata.
- 2.5.15 Drafting, finalizing and filing petition with the National Company Law Tribunal, Kolkata for confirmation of the scheme.
- 2.5.16 Participating in the National Company Law Tribunal, Kolkata hearings of the petitions,
- 2.5.17 Filing a copy of the petition with the Regional Director (RD), RoC.
- 2.5.18 Preparation and filing an affidavit with the National Company Law Tribunal ,Kolkata in relation to the publication of notice in newspapers and service of petitions with RD, RoC
- 2.5.19 Assisting in preparing and filing first set of responses to queries from RD, RoC and other authorities
- 2.5.20 Appearing for the hearing of the petition sanctioning the scheme.
- 2.5.21 Obtaining a certified copy of the order of the National Company Law Tribunal, Kolkata sanctioning the scheme.
- 2.5.22 Coordinating the payment of stamp duty and filing the certified and stamped copy of the order to the RoC including adjudication of stamp duty.
- 2.5.23 Any other matters ancillary to above.
- 2.5.24 On approval of passing a law by the west Bengal State Legislative Assembly as a method of integration in respect of a company or group of companies, drafting of appropriate Act in this respect.

2.6 Acknowledgement by Bidder

2.6.1 It shall be deemed that by submitting the Proposal, the Bidder has:

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

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to reject any or all Proposals

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

2.7.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- (c) Misrepresentation / improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the

right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Bidders
- 3 Evaluation Method
- 4 Fraud and corrupt practices
- 5 Pre-Bid Conference
- 6 Miscellaneous

Annexures

Annex-1 : Deliverables and Payment Schedule

Annex-2 : Bank Guarantee for Performance Security

Appendices

Appendix-I: Technical Proposal

Form 1 : Letter of Proposal

Form 2 : CV for proposed professional staff

Form 3 : Experience of the Bidder of working for PSUs

Form 4 : Experience of the Bidder in Company Law Matters

Form 5 : Financial Capacity of Bidder

Form 6 : Statement of Legal Capacity

Form 7: Power of Attorney

Appendix-II: Financial Proposal

Form 1 : Covering Letter

Form 2 : Financial Proposal

2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing/by e-mail before the date mentioned in the Schedule of Selection Process at Clause 1.9. The envelopes (in case of writing query) shall clearly bear the following identification:

“Queries/Request for Additional Information concerning RFP for assisting and advising the State Government in restructuring, merger, amalgamation and winding up of various Public Sector Undertakings/ Corporations of Govt. of West Bengal.”

The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidders who have procured the RFP document without identifying the source of queries.

2.9.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.10 Refund of Bid Security

Bid Security provided by the unsuccessful bidders will be returned without any interest within 90 (ninety) days from the “PDD” while the bid security provided by the successful bidder will be adjusted with the amount of Performance Guarantee.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document by the issuance of Addendum/Amendment and posting it on the Official Website and by conveying the same to the prospective Bidders (who have procured the RFP document) by fax or e-mail.

2.11.2 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

- 2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Bidder shall prepare only one original set of the Proposal (together with originals/copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “**ORIGINAL**”.
- 2.13.3 The Proposal shall be typed and signed by the authorised signatory of the Bidder who shall initial each page, in blue ink with seal. In case of printed and published Documents, only the cover shall be initialled and sealed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed and sealed by the authorised representative (the “**Authorised Representative**”) as detailed below:
- (a) by the proprietor, in case of a proprietary firm/individual advocate; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a company (Appendix- I Form-6); or
where the authorised person does not hold any power of attorney on the date of submission of proposal, a copy of the Power of Attorney duly certified by a notary public in the form specified in Appendix-I (Form-7) shall accompany the Proposal.
- 2.13.4 Bidders should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained

by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected.

2.14 Technical Proposal

2.14.1 Bidders shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

2.14.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a. Application is associated with required bid security
- b. all forms are submitted in the prescribed formats and signed & sealed by the prescribed signatories;
- c. power of attorney, if applicable, is executed as per Applicable Laws;
- d. the updated CVs duly signed and dated, in blue ink by the respective Personnel and countersigned and sealed by the Bidder. Photocopy or unsigned / countersigned CVs shall be rejected;
- e. the CVs shall contain an undertaking from the respective Key Personnel about his/her availability during pendency of Agreement specified in the RFP;
- f. key Personnel proposed have good working knowledge of English language;
- g. the proposal is responsive in terms of Clause 2.21.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 2 (two) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 In addition to the Legal expert/Individual Advocate, the Consultancy Team shall comprise of other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy.

The CV of each such professional personnel should also be submitted in the format at Form-2 of Appendix-I.

- 2.14.7 A Bidder may, from time to time, if it considers necessary, propose suitable Associate Lawyers.
- 2.14.8 The Authority reserves the right to verify all statements, information and document submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.9 In case, it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Legal Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

- 2.15.1 Bidders shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy (Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed & sealed by the Bidder’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Bidder shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in

the field, office etc), accommodation, travelling, printing of documents etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case, any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- (ii) The Financial Proposal shall take into account all expenses and tax, levies, Cess etc. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs), if any, shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Bidders shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled and sealed by the Authorised Representative of the Bidder as per the terms of this RFP. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded version of the RFP and the original uploaded version of RFP by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clause 1.11 and the name and address of the Bidder. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

2.16.3 The aforesaid outer envelope will contain four separate sealed envelopes, one clearly marked ‘**Technical Proposal**’ and the other clearly marked ‘**Financial Proposal**’. The envelope marked “**Technical Proposal**” shall contain the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 7 of Appendix-I and supporting documents. The envelope marked “**Financial Proposal**” shall contain the financial proposal in the prescribed format (Forms 1 and 2 of Appendix-II). Third envelope shall contain the demand draft for bid security and marked “**Bid Security**”. The fourth envelope shall contain the supplementary documents as enlisted at the end of Technical Proposal.

- 2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink, signed and sealed by the Authorised Representative of the Bidder. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.
- 2.16.5 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 2.16.7 The fees quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Legal Consultant under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted on or before 15.00hrs on the PDD specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.18 Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification / substitution / withdrawal of Proposals

- 2.19.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the PDD.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked
“MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Performance Security

Performance guarantee shall be equal to 10 % of the assignment value and have to be submitted while signing the Agreement within 15 days from the LOI.

The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions.

- a) If a bidder engages in any of the Prohibited Practices specified in Clause 4 of this RFP;
- b) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3; and
- c) if the selected Bidder commits a breach of the Agreement.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

- 2.21.1 The Authority shall open the Proposals at 16.00 hours on the PDD, at the place specified in Clause 1.11.1 and in the presence of the Bidders who choose to attend. The envelopes marked “**Technical Proposal**” shall be opened first. The envelopes marked “**Financial Proposal**” shall be kept sealed for opening at a later date.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received in the forms specified at Appendix-I;
 - (b) it is received on or before the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
 - (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
 - (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - (e) it contains all the information (complete in all respects) as requested in the RFP;
 - (f) it does not contain any condition or qualification;
 - (g) It is associated with bid security; and
 - (h) it is not non-responsive in terms hereof.
- 2.21.4 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.
- 2.21.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the method set out in Section 3 of this RFP.
- 2.21.6 After the technical evaluation, the Authority shall prepare a list of technically-qualified

Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of technically-qualified Bidders along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of technically qualified Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

- 2.21.7 Bidders are advised that Selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not as a retained professional Consultant advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.23 Clarifications

- 2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing and sent by fax/e-mail.

2.23.2 If a Bidder does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF LEGAL CONSULTANT

2.24 Negotiations

- 2.24.1 The Selected Bidder may, if necessary, be invited for negotiations. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan and professional fees shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.
- 2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.
- 2.24.3 The Authority will examine the credentials of all Junior-Consultants/ Associated Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Bidder to the satisfaction of the Authority.

2.25 Substitution of Legal Expert

- 2.25.1 The Authority will not normally consider any request of the Selected Bidder for substitution of the Legal Expert as the ranking of the Bidder is based on the evaluation of the Legal Expert and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Legal Expert is not available for reasons of any incapacity or due to health/death, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.25.2 The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health/death. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.25.3 Notwithstanding Clauses 2.25.1 and 2.25.2, Bidders should specifically note that substitution of the Legal Expert will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Bidder or termination of the Agreement. Bidders are expected to propose only such Legal Expert who will be in a position to commit the time required for and be available for delivering the Consultancy in accordance with the Key Dates specified herein and in the Agreement.

2.26 Indemnity

The Legal Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage caused to properties of the Authority.

2.27 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 5 (five) 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 Selected Bidder, is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of Assignment

The Legal Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Legal Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/terminated.

2.30 Deliverables and Payment Schedule

The deliverables for the assignment are listed in the **Annexure- I**. On completion of deliverables in stages, payments will be made to the Legal Consultant as per terms given in the Annexure – I.

2.31 Period of Contract

The Contract shall be valid for a period of two years with a provision of extension for a further period of 1 year subject to satisfactory performance of the Consultant at mutually agreed terms and conditions. However, if all the deliverable as per Annexure – I are delivered before expiry of two years the Contract shall terminate on expiry of 60 days from the date of delivery of all the deliverables.

2.32 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by a bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Legal Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. EVALUATION METHOD

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of the experience of the Bidder and the Legal Expert including Associates. Only those Bidders whose Technical Proposals score 60 (sixty) points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical scores.
- 3.1.2 The Legal Expert must score a minimum of 60% (sixty per cent) marks for the Bidder to qualify.
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows:

Sl. No	Criteria	Total Marks	Marking System
A	Relevant Qualifications / Experience of the Firm	80	
A-1	<p>Having legal consultancy office at Kolkata/ Enrolled with Bar Council with West Bengal</p> <p>(i) The Bidder shall have, legal consultancy practice from the office at Kolkata at least over the last 5 (five) financial years preceding the Application Due Date, provided the Law Firm having acted for Central/state Government /statutory corporation/authorities /PSUs. (ii) The Bidder,(Advocate) shall have enrolled with Bar Council of West Bengal for a minimum period of 10 years, provided the Advocate having acted for Central/state Government /statutory corporation/authorities /PSUs.</p>	25	<p>(i): (For Legal Consultancy office at Kolkata) For min.5years: 10 marks Maximum for > than 25 years: 25 marks Marks will be prorated on the basis of nos. of years' experience</p> <p>(ii) (for Advocate enrolled with Bar Council) Minimum 10 yrs : 10 marks Maximum for > than 25 years: 25 marks Marks will be prorated on the basis of no of years' experience</p>

Sl. No	Criteria	Total Marks	Marking System
A 2	<p>A.Key professional staff qualifications :</p> <p>(Law Degree from a recognised University/Institution)</p> <p>and competence for the assignment:</p> <p><i>(format of specimen CV enclosed in Appendix I Form- 2)</i></p>	20	<p>The number of points to be assigned to each CV shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications [30%]</p> <p>Educational Profile relevance (Bachelor Degree Law) Number of years of work experience (minimum 10 years) and the past work profile (Firm and role)</p> <p>Honours /distinctions/Master degree/ (10%)</p> <p>Bar at Law (10%)</p> <p>2) Adequacy for the assignment [30%]</p> <p>Number of projects in the required domain and the deliverables therein</p> <p>Client citations</p> <p>3) Experience in region and language [20%]</p> <p>Languages spoken</p> <p>Past Projects in the State of West Bengal and in Eastern India</p> <p>Total weight: 100%</p>
	<p>B. No. of Professional on the assignment</p>	5	<p>If the no. of professionals to be engaged by the Law Firm/ Advocate is more than 3</p>

Sl. No	Criteria	Total Marks	Marking System
A3	Can demonstrate experience for central/state Govt/statutory corp./Authorities in PSUs in last 3 years. Scope should include Project as per scope of work in Clause- 3.1.4 (Eligible assignments) (as per Appendix I Form 3)	15	>5 cases : 15 marks >2 up to 5 cases : 10 marks Min.2 cases : 05 marks
A4	Can demonstrate experience in company law matters in last 5 years other than cases referred in A3 above (as per Appendix I Form - 4)	15	>20 cases: 15 marks >10 up to 20 cases : 10 marks Min. 10 cases :05 marks
B	Financial Competence of the Firm	20	
B-1	Average min. Turnover from legal consultancy services for the last 3 financial years ending 31 st March 2016 (as per Appendix I Form - 5)	20	<u>Turnover for legal consultancy firms</u> > Rs. 5 Cr: 20 marks > 2 Rs. Cr: upto 5 crore: 15 marks >Rs.1 crore upto 2 crore 10 marks: Min. 1 crore : 5 marks <u>Turnover For Advocates</u> >1crore 20 marks >75 lakhs upto 1.0crore : 15 marks > 50 lakh up to Rs.0.75 10 marks Minimum 50 lakh : 5 marks
	Total (A+B)	100	

3.1.4 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory / consultancy assignments granted by the Central/ State government, regulatory commission, tribunal, statutory authority or public sector entity in respect of following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (a) Restructuring/amalgamation/merger of Central/State sector Public sector Undertakings/Corporations within the ambit of Companies Act or any Central/State legislations
- (b) Privatization or disinvestment of government owned companies in India involving transfer of management control to a private sector entity (the “**Disinvestment Projects**”) or winding up or closure of central/state sector undertakings/corporations;

3.2 Short-listing of Bidders

Of the Bidders ranked as aforesaid, shall be technically-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Bidders is less than 2 (two), the Authority may, in its sole discretion, qualify technically the Bidder(s) whose Technical Score is less than the score specified in Clauses 3.1.1 and 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Bidders shall not exceed 3 (three).

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out and each Financial Proposal will be assigned a financial score
- 3.3.2 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final. Omissions, if any, in costing any item shall not entitle the Legal Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Legal Consultant.
- 3.3.3 A financial score (F-1) will be given for phase- I work. The financial scores for phase – II work will be given financial score (F-2). The overall financial score will be computed as follows

$$F = F_1 + F_2$$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

- 3.4.1 Proposals will finally be ranked according to their **combined** technical and financial scores. The Technical proposal will be given weightage of 70 % and Financial Proposal will be given weightage of 30 %:
- 3.4.2 The Selected Bidder shall be the Bidder having the lowest combined score. The second lowest Bidder shall be kept in reserve and may be invited in Authority's discretion for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and Consultants shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a bidder or Legal Expert, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Legal Expert shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Legal Expert, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
4. 3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the

service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ Consultant of the Authority in relation to any matter concerning the Project;

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

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place as specified in Clause- 1.10. Only those Bidders who have downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Bid Conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and Consultants, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by a bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Annexure-1

Deliverables and Payment Schedule

Sl No	Phases	Deliverables	Milestone to be achieved (within nos. of weeks from LOI)	% of Payment
1	Phase 1	<p>(i)</p> <p>A. Preparation of a comprehensive “Standard Operating Procedure”</p> <p>B. Attending meeting with various officials of PSUs/ Companies which are proposed to be restructured/merged / amalgamated including officials of respective Departments</p> <p>C. Advise for appropriate utilisation of assets like building, structures, etc. and valuation thereof of such PSUs/corporations and also for disposal action.</p> <p>D. Regarding land, the Legal Consultant will advise for</p> <p>(a) transfer of land to other PSUs/Corporations</p> <p>(b) giving back surplus land to the Govt. and</p> <p>(c) disposal by way of sale, etc</p> <p>E. Advise in the matters of the realisation/restructuring of Govt. dues in respect of Shareholding and loan portfolio in the Undertakings/Corporations</p> <p>(ii) Answering queries in respect of legal matters</p> <p>(iii) Preparing Road Map on different option of Restructuring./merger/amalgamation etc. for approx. 15 PSUs/Corporations</p> <p>(iv) Finalise Strategies and steps for overall integration</p> <p>(ref. Scope of work clause 2.5.1 to 2.5.4)</p>	<p>2 weeks for point ‘A’</p> <p>For point (B)-E of (i) and (i)-(iv) - total 6 weeks</p>	15%

2	Phase II Part A	(i)Drafting Business Transfer Agreement up to its execution. (ii)Selecting Method of Integration & Drafting Scheme of Amalgamation/closure (ref scope of work clause 2.5.5 to 2.5.6)	10 weeks	10%
	Part B	(i)Providing comments on summary of creditors' position. (ii)Drafting letters for obtaining dispensation from holding creditors meeting (iii) Drafting the scheme of merger (iv)Drafting /Finalizing waiver letter to be sent to creditors (ref clause 2.5.7 to 2.5.10)	14 weeks	10 %
	Part C	(1)Filing application/appearing before National Law Tribunal for dispensation for creditors'/ shareholders' meeting (ii) Serving Notice under Section 230(3) of the Companies Act, 2013 and holding meeting with creditors/ shareholders in case of refusal of the National Law Tribunal to grant dispensation. (iii)Drafting, finalising and filing petition with National Company Law Tribunal, Kolkata for confirmation of the scheme (ref clause 2.5.11 to 2.5.15)	18 weeks	10%
	Part D	(I)Participating in the hearing of the petition, filing an affidavit with the National Company Law Tribunal in relation to the publication of notice in Newspaper , and service of petition with the RD, RoC (ii)Filing a copy of petition with the Regional Director(RD), RoC (iii)Filing responses to queries from RD, RoC and other authorities (ref. Clause 2.5.16 to 2.5.19)	26 weeks	15%
	Part E	(i)Appearing for hearing of the petition sanctioning the scheme and obtaining certified copy of the order of the National Company Law Tribunal (ii)Coordinating the payment of stamp duty and filing the certified and stamped copy of the order of the RoC, including adjudication of Stamp duty. (iii)Any other matter ancillary to above (ref. Clause 2.5.20 to 2.5. 23)	32 weeks	20%

	Part F	On Approval passing a law by the West Bengal State Legislative Assembly as a method of integration in respect of Company or Group of Companies ,drafting of appropriate Act in this respect (ref clause 2.5.24)	34 weeks	20%
		TOTAL		100%

Note:

- (a) The deliverables are linked with scope of work as per clause 2.5.1 to 2.5.24.
- (b) After completion of each part/stage of the work as above in terms of Clause 2.30 of RFP, the bill may be submitted with all supporting documents to the respective departments for verification. After verification the bills will be forwarded to the Finance Department for release of the payment.
Payment of each deliverable, shall be released in two stages. The Legal Consultant, will submit the bill, when the work of each deliverable for more than 50% of the PSUs /Corporations is completed. For the balance payment with respect to each deliverable, the Legal Consultant will submit the bills when the work of the balance PSUs /Corporations are completed.
- (c) The bills will be paid through RTGS/NEFT within one month from the date of receipt of the bills by the respective Department.
- (d) If the work is suspended or cancelled at any stage, at the sole discretion of the Authority, payment against only completed deliverables upto that stage will be considered for payment

Annexure-2

Bank Guarantee for Performance Security

To

The Governor of West Bengal

acting through

.....
.....
.....

In consideration of acting on behalf of the Governor of West Bengal (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s....., having its office at (hereinafter referred as the “**Legal Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. Dated..... valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) a consultancy services for restructure, merger, amalgamation and winding up of various Public Sector Undertakings/ Corporations of Govt. of West Bengal, and the Legal Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees.....)to the Authority payable at Kolkata for performance of the said Agreement.

1. We, (hereinafter referred to as the “**Bank**”) at the request of the Legal Consultant do hereby undertake to pay the Authority an amount not exceeding Rs..... (Rupees.....) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Legal Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Legal Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Legal Consultant’s failure to perform the said Agreement.

Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees.....).

3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [... (indicate date falling 180 days after the date of this Guarantee)].

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

Appendices

APPENDIX-I
TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To

.....
.....
.....

Sub: Appointment of Legal Consultant for _____

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Legal Consultant for restructure, merger, amalgamation of various Public Sector Undertakings/ Corporations of Govt. of West Bengal. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Legal Consultant for the Consultancy, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Legal Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
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. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder,

nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of 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, as defined in Clause 4.3 of the RFP document, 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 Section 4 of the RFP, no person acting for us or on our behalf 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 Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we are not a member of any other Bidder or their Associates applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for 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/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage

at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of West Bengal in connection with the selection of Legal Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 180 (One hundred eighty) days from the PDD specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Appendix- I Form 7.
17. In the event of my/our firm being selected as the Legal Consultant, I/we agree to enter into an Agreement in accordance with the RFP. We agree not to seek any changes in the aforesaid Agreement and agree to abide by the same.
18. In the event of my/our firm being selected as the Legal Consultant, I/we agree and undertake to provide the services of the Legal Expert in accordance with the provisions of the RFP and that the Legal Expert shall be responsible for providing the agreed services himself and not through any other person or Sub-contracts.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal, read with the Financial Proposal, shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Bidder)

Appendix- I
Form- 2

Curriculum Vitae (CV) for Proposed Professional Staff

Present/Proposed Position :

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

Name of Staff:[Insert full name]

Date of Birth: _____ **Nationality:** _____

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

Professional Memberships:

Other Training/ publications[indicate significant training since degree

_____significant case
handled_____

Countries of Work Experience [List countries where staff has worked in the last ten years]:

Languages:

<u>Language</u>	<u>Read</u>	<u>Write</u>	<u>Speak</u>

Employment Record :

From:		To:	
Employer:			
Positions held:			
From [Year]:		To [Year]:	
Detailed Task Assigned			
[List all the tasks to be performed under this assignment]			
Work Undertaken that best Illustrates Capability to handle the Tasks assigned			
[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 11]	
<i>Name of assignment or project:</i>	
Year:	
Location:	
Client:	
Positions held:	
Activities performed:	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. I undertake to be available for providing professional services during pendency of the Agreement.

_____ Date: _____
[Day/Month/Year]

[Signature of professional member or authorized representative of the Professional]

Full name of authorised representative:

APPENDIX-I
Form- 3

Experience of Bidder

Selection of Legal Consultant :

*(Attach year wise performance in the under mentioned format with ref. to A3 of 3.1.3
of central/state Govt/statutory corp. /Authorities in last 3 years)*

Sl No	Name of the PSU/Corporation	Scope of Work (indicating the category)	Period for which Legal Consultancy provided	Attach copy of Work Order / Client certificate showing scope of work (mention here the page reference no.)
1				
2				
3				
4				
5				
6				
7				

8				
9				
10				

Note:

1. Client Certificate must be provided for experience, wherein it should be clearly stated that the Bidder was involved in the process of eligible assignment. Self Certification by the prospective Law Firm./Advocate shall not be admissible.
2. Additional paper may be used for more Legal consultancy JOB performed with reference to this RFP.
3. Bidders are advised to give details of the completed Legal Consultancy Jobs handled by them. The Law Firm./Advocate will be ranked on the basis of cumulative number of consultancy jobs handled by them.
4. The **details of each of the Consultancy JOB** given in experience citations chart above will be given in the following format:

Name of the Project/Assignment	
Name of the state/central Government/Corporation	
Name of the location	
Name & address of the Client with email id:	
Brief description of the legal consultancy assignment	
Type of services provided with ref to scope of work	
Duration of the project (from--- to ---)	
Number of professionals/consultants engaged with core competencies	

Name of Team Leader with qualification	
Name of associated partners	
Approximate value of the project (INR)	
Certified that the information given above is correct	<hr/> Signature

Appendix – I

Form -4

Certificate of Experience in Company Law Matters

I/We,(name of the Law Firm/Advocate) have done the consultancy job during the last 5 financial years of the following PSUs/ Corporations/Govt. Companies/Statutory Bodies/Companies .

Sl. No	Name of the PSUs/ Corporations/Govt. Companies/Statutory Bodies/Companies	Financial Year	Scope of Work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Signature of Bidder/Authorised
Representative with seal.

Appendix- I
Form – 5

Certificate of Turnover

Sl. No	Financial Year	Turnover (Rs. Cr)

Certificate from the Statutory Auditor

This is to certify that(name of the Bidder)
turnovers of the Law Firm/Advocate for the above mentioned financial
years are in agreement with the books of Accounts maintained by them.

(Signature, name and designation of the authorised signatory)

Date: _____ Name and seal of the audit firm

In case the Bidder does not have a statutory auditor, it shall provide the certificate from practising Chartered accountant.

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref.

Date:

To

.....

.....

Dear Sir,

Sub: RFP for Consultant: restructure, merger, amalgamation and winding up of various
Public Sector Undertakings/ Corporations of Govt. of West Bengal

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the
RFP document.

I/We have agreed that (insert individual's name) will act as our
Authorised Representative and has been duly authorized to submit our Proposal. Further,
the authorised signatory is vested with requisite powers to furnish such proposal and all
other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-I

Form-7

Power of Attorney

Know all men by these presents, We, (name of Firm and address)
..... authorise Mr
of the registered office) do hereby constitute, nominate, appoint and /
Ms.....
..... son/daughter/wife and presently residing at
..... ,
who is presently employed with/ retained by us and holding the position of
..... as our
true and lawful attorney (hereinafter referred to as the “Authorised Representative”) 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 Proposal for and selection as the
Legal Consultant for with regard to restructure, merger, amalgamation and winding up of
various Public Sector Undertakings/ Corporations of Govt. of West Bengal, proposed to
be undertaken by the (the “Authority”) including but not limited to signing
and submission of all applications, proposals and other documents and writings,
participating in pre-bid and other conferences and providing information/ responses to the
Authority, representing us in all matters before the Authority, signing and execution of all
contracts and undertakings consequent to acceptance of our proposal and generally
dealing with the Authority in all matters in connection with or relating to or arising out of
our Proposal for the said assignment and/or upon award thereof to us till the entering into
of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or
caused to be done by our said Authorised Representative 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 Authorised Representative 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
HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
.....,
20..

For
(Signature, name, designation and address)

Witnesses:

- 1.
2. Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other 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 Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

List of Other Supplementary Documents with Technical Proposal

The following documents will also be part of the Technical Proposal and should be submitted by the Bidders:

- i. Copy of Certificate of Registration of Law firm for at least 5 years and copy of Certificate of Bar Council, West Bengal, membership for Individual Advocate for 10 years.
- ii. Copy of Permanent Account Number Card of bidder
- iii. Copy of Service Tax Registration Certificate
- iv. Copy of Income Tax return for last 2 years, Service Tax Registration and Clearance

Note:

Above documents shall be furnished in a separate envelope apart from the envelope containing the Technical, Financial & Bid Security and placed within the outer envelope.

APPENDIX-II
FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Bidder's letter head)

(Date and Reference)

To,

.....
.....
.....

Dear Sir,

Subject: Appointment of Legal Consultant for

I/We, _____ (Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Legal Consultant for above.

I/We agree that this offer shall remain valid for a period of 180 (One hundred eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

APPENDIX-II

Form-2
Financial Proposal

Phase 1

Sl no	Phase	Deliverables	Rate quoted(Rs)
1	1.1	<p>(i)</p> <p>A. Preparation of SOP</p> <p>B. Attending meeting with various officials of PSUs/ Companies which are proposed to be restructured/merged / amalgamated /wound up including officials of respective Departments</p> <p>C. Advisingfor appropriate utilisation of assets like building, structures, etc. and valuation thereof of such PSUs/corporations and also for disposal action.</p> <p>D. Regarding land, the advising for (a) transfer of land to other PSUs/Corporations (b) giving back surplus land to the Govt. and (c) disposal by way of sale, etc</p> <p>E. Advising in the matters of the realisation/restructuring of Govt. dues in respect of Shareholding and loan portfolio in the Undertakings/Corporations</p> <p>(ii) Answering queries in respect of legal matters</p> <p>(iii) Preparing Road Map on different options of Restructuring./merger/amalgamation etc. for approx.. 15 PSUs/Corporations</p> <p>(iv) Finalising Strategies and steps for overall integration (refer Scope of work 2.5.1)</p>	
	1.2	<p>Answering queries which may arise in respect of such legal matters (refer Scope of work 2.5.2)</p>	

	1.3	Preparing the road map on the different options of merger/amalgamation/integration/business transfer/winding up of approx. 12 Undertakings/Corporation (refer Schedule-A) including different schemes of amalgamation /merger /integration , analysis of recommended options as against each scheme, implementation strategy in respect of various companies /group of companies . (refer Scope of work 2.5.3)	
	1.4	Preparing note on initial steps to be taken pending overall integration (refer Scope of work 2.5.4)	
		Total Professional fees for Phase- I (F-1)	

Phase II

Sl no 2	2.1	On approval of execution of business transfer agreement as a method of integration in respect of a company or group of companies,drafting Business Transfer Agreement and all activities up to execution (refer Scope of work 2.5.5)	
	2.2.	On approval of amalgamation/merger as a method of integration in respect of a company or group of companies,drafting scheme of amalgamation and all steps in connection with the merger exercise which will involve carrying out the steps (refer Scope of work 2.5.6)	
	2.3	Providing comments on summary of creditors' position to determine feasibility of obtaining dispensation from requirement of holding creditors' meeting (refer Scope of work 2.5.7)	
	2.4	Drafting the scheme of merger and revising /finalising the scheme. (refer Scope of work 2.5.8)	
	2.5	Drafting and finalising the notice and minutes of board meeting of the relevant companies to approve the scheme. (refer Scope of work 2.5.9)	
	2.6	Drafting and finalizing the format for waiver letters to be sent to the creditors and shareholders to obtain their consent for conducting a meeting to approve the scheme (refer Scope of work 2.5.10)	

2.7	Drafting, preparing and finalizing and filing the application to National Company Law Tribunal, Kolkata for dispensing with the requirement of holding the meeting of shareholders and creditors of the above companies (refer Scope of work 2.5.11)	
2.8	Appearing before the National Company law Tribunal Kolkata in relation to the dispensation by National Company Law Tribunal of holding the meetings of shareholders and creditors of all the above companies. (refer Scope of work 2.5.12)	
2.9	Service of notice of hearing of the petition upon approval under section 230 (3) of the Companies Act, 2013 (refer Scope of work 2.5.13)	
2.10	In case the National Law Tribunal, Kolkata does not grant dispensation, the above companies would be required to convene and hold the meeting of the shareholders and creditors as per the direction of the National Company Law Tribunal, Kolkata . In such case, preparing draft documentation for the shareholders and creditors meeting , assisting in conducting the meeting with the appointed Chairperson and getting the meeting minutes approved by the appointed Chairperson and making necessary filing with the National Law Tribunal, Kolkata (refer Scope of work 2.5.14)	
2.11	Drafting, finalizing and filing petition with the National Company Law Tribunal, Kolkata for confirmation of the scheme (refer Scope of work 2.5.15)	
2.12	Participating in the National Company Law Tribunal , Kolkata hearings of the petitions (refer Scope of work 2.5.16)	
2.13	Filing a copy of the petition with the Regional Director (RD), RoC. (refer Scope of work 2.5.17)	
2.14	Preparation and filing an affidavit with the National Company Law Tribunal, Kolkata in relation to the publication of notice in newspapers and service of petitions with RD, RoC (refer Scope of work 2.5.18)	

	2.15	Assisting in preparing and filing first set of responses to queries from RD and other authorities (refer Scope of work 2.5.19)	
	2.16	Appearing for the hearing of the petition sanctioning the scheme. (refer Scope of work 2.5.20)	
	2.17	Obtaining a certified copy of the order of the National Company Law Tribunal, Kolkata sanctioning the scheme. (refer Scope of work 2.5.21)	
	2.18	Coordinating the payment of stamp duty and filing the certified and stamped copy of the order to the RoC including adjudication of stamp duty. (refer Scope of work 2.5.22)	
	2.19	Any other matters ancillary to above (refer Scope of work 2.5.23)	
	2.20	On approval of passing a law by the west Bengal State Legislative Assembly as a method of integration in respect of a company or group of companies, drafting of appropriate Act in this respect. (refer Scope of work 2.5.24)	
		Total Professional fees for Phase- II (F-2)	
		Total Professional fees for Phase- I & II (F)	

(Rupees..... only)

Note:

1. Deliverables in 1.1 to 1.4 and 2.1 to 2.20 are with reference to Scope of Work para 2.5.1 to para 2.5.24 of RFP
2. The prospective bidder will quote the rate in a combined form for approx. 12 PSUs /Corporations under 12 Departments for each deliverable under Phase- I & Phase-II as mentioned in Appendix-II Form 2 above with reference to scope of work (Clause 2.5.1 to Clause 2.5.24 of RFP)

(Signature, name and designation of the authorised signatory)