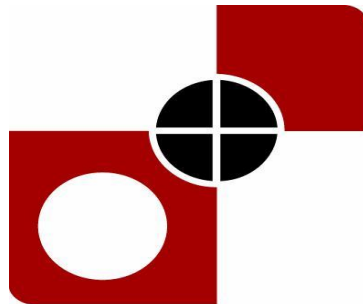


REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT OF LAW FIRM FOR
LEGAL CONSULTANCY TO SPMCIL

(RFP No. SPMCIL/Sec/13/12/1)



SPMCIL

Security Printing & Minting Corporation of India Limited

Miniratna Category-I, CPSE

(Wholly owned by Government of India)

16th Floor, JawaharVyaparBhawan, Janpath, New Delhi-01

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RFP DOCUMENT FOR EMPANELMENT OF LAW FIRM FOR LEGAL CONSULTANCY TO SPMCIL

1. INTRODUCTION

- 1.1 Security Printing and Minting Corporation of India Limited (SPMCIL) was formed after corporatisation of nine Government Units including four mints, four presses and one paper mill which were earlier working under the Ministry of Finance. The Company was registered on 13.01.2006 with its headquarters at 16th Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi. SPMCIL, a Miniratna Category-I CPSE, and wholly owned Schedule 'A' Company of Government of India, is engaged in the minting of coins, printing of currency and banknotes, passports and other travel documents, non-judicial stamp papers, postal stationery and allied security documents. The demands for these items are projected by RBI, State Governments, Ministry of External Affairs and Deptt. of Posts etc.
- 1.2. The employees' strength of SPMCIL is about 13,000 in all its nine units. The company has an employees' strength of about 13,000 in all its nine Units and the Corporate Office. For further details please see the website of the company at www.spmcil.com.
- 1.3 SPMCIL is headed by Chairman & Managing Director. All the 9 Units of SPMCIL headed by General Managers are industrial organizations and are regulated in accordance with the labour laws and directions of Government issued from time to time. Details of the products and Units are available at their websites which are linked to the website of the Company, as above.
- 1.4. In order to avail legal assistance on the court cases and day to day advice on the Taxation, Corporate Affairs and legal matters, it is proposed to empanel a Law Firm for a period of two years, which can be extended for one more year on same terms and conditions. The kind of services involved are listed in Annexure II.

2. AVAILABILITY OF RFP

Legal Firms desirous of participating in this RFP may view and download the RFP document free of cost from above mentioned website. However they need to submit the RFP fee of Rs. 500/- (Rupees Five Hundred only) through demand draft / pay order from a scheduled commercial bank drawn

in favour of Security Printing and Minting Corporation of India Limited, New Delhi along with the RFP.

3. IMPORTANT DATES:

Date of publication	:	27.09.2012 at SPMCIL's website www.spmcil.com
Start of Sale of RFP Document	:	27.09.2012
Pre -bid Meeting	:	08.10.2012 at 11.00 AM
RFP submission date	:	19.10.2012 upto 11:00 Hrs
Opening of RFP Documents (Eligibility & Technical)	:	19.10.2012 at 11:30 Hrs

- 3.1 A Pre-bid meeting shall be held on the above date and time in the Board room at the Corporate Office of SPMCIL, 16th Floor, Jawahar Vyapar Bhawan, Janpath,, New Delhi- 110 001. The bidders desiring to seek any clarification may depute an authorized representative for the pre-bid meeting. The details of the pre-bid meeting shall be uploaded on the website www.spmcil.com which shall also form part of the RFP document.

4. ELIGIBILITY CRITERIA

- a) The Law Firms should be headquartered at Delhi / NCR having 10 years experience in dealing cases up to the level of Supreme Court.
- b) The Law Firms should have minimum Annual Turnover of Rs. One Crore from legal services in each of the past three years viz. 2008-09, 2009-10 and 2010-11. Please submit documents supporting legal services turnover.
- c) The Law Firms should hold a valid PAN and Service tax number. Attach photo state copies.
- d) The Law Firms should be on the panel of at least 8 Government Departments/PSUs/Banks during the last two years at the time of responding to this RFP. Documentary Evidence for the same may be enclosed.
- e) The Law Firms should have handled at least five cases for Government/PSU etc during the last two years.

- f) The Law Firms should not have been black listed/debarred by any institution of the Central or State Government. Attach a self certificate.

5. SCOPE OF WORK

5.1 Duties of the Law Firm:

- a) To prepare cases and appear in various Courts, Tribunals and other Judicial Authorities for the cases assigned to it on behalf of SPMCIL.
- b) To give legal opinion to SPMCIL in all its business related activities, legal and taxation matters, etc., vetting of Agreements, MoUs and Tender documents, RTI queries, legal notices etc.
- c) Keep the Head of Organization / Head of Legal Division informed of the important developments in cases from time to time, particularly with regard to settling of drafts, filing of papers, dates of hearing of cases, supply of copies of judgments etc.
- d) To perform such other duties of legal nature that may be assigned by SPMCIL from time to time.

5.2 The terms contained in this RFP will have the following meaning:

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

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

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

5.3 Out of Head-Quarters:

- a) If any advocate of the Firm is required to go out of the headquarters in connection with litigation on behalf of SPMCIL, he will be entitled for daily fees to be indicated in Annexure-II for the days of his absence from headquarters, including the days of departure, intervening holidays and arrival back at the headquarters, but no fees will be payable for the day of departure if he leaves the headquarters after the Court hours or for the arrival if he arrives at the headquarters before the Court hours.

- b) In addition to the daily fees, the Firm will be entitled to claim TA/DA and expenses for stay in a hotel equivalent to that of a Manager in SPMCIL. The Firm has to take approval of competent authority in SPMCIL before proceeding on such outstation assignment.

6. EARNEST MONEY DEPOSIT

The RFP must be accompanied with Earnest Money Deposit (EMD) of amount Rs. 20,000/- (Rupees Twenty Thousand only) and RFP fee of Rs.500/- (Rs. Five Hundred only) in the form of two separate Demand Drafts/Banker's cheques drawn on a scheduled commercial bank favouring SPMCIL. Without EMD and RFP fee, the bid shall not be considered. No Bank Guarantee towards EMD will be accepted. EMD of the unsuccessful Law Firms will be returned without interest after finalization of RFP. EMD of successful Law Firm will be returned without interest, after empanelment on receiving a Bank Guarantee of Rs 20,000/- (Rupees Twenty Thousand only) for a period equivalent to that of empanelment.

7. RFP SUBMISSION

The RFP must be valid for a period of 120 days from the date of opening. However, the rates as per Annexure-II shall be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered for rate revision during the empanelment (contract) period. If necessary, SPMCIL will seek extension in the bid validity period beyond 120 days. The Law Firms, not agreeing for such extensions will be allowed to withdraw their RFPs without forfeiture of their EMD.

- 7.1 The RFPs can be submitted through a sealed envelope superscripted "**RFP for empanelment of Law Firm for Legal Consultancy to SPMCIL**". The envelope should contain two envelopes as per two-bid system. Envelope no. 1 should contain techno-commercial details about qualification and experience in support of eligibility criteria along with:

- a) Demand drafts of Rs. 20,000/- and Rs. 500/- drawn from a scheduled commercial bank in favour of SPMCIL, New Delhi towards EMD and RFP fee respectively.
- b) Documents to support the eligibility criteria and
- c) Response to RFP as per Annexure-I.

Envelope no. 2 shall contain the rates chargeable for legal services as per Annexure II.

- 7.2 The sealed envelope may be addressed to the DGM (IR), SPMCIL and submitted by 19th October, 2012 at 11:00 Hrs at the following address:

- a) The Deputy General Manager (IR)
SPMCIL
1st Floor, Jawahar Vyapar Bhawan,
Janpath, New Delhi-110001
- b) In case of bulky tenders, the same can be handed over to Shri B.J. Gupta,
Dy. General Manager (IR) or Shri V. Ramulu, Dy. Manager (IR).
- 7.3 Response to this RFP should be received by the above date and time, beyond which the responses will not be considered. However, in case the said date is declared a holiday, the RFP Responses will be received on the next working day by the time mentioned above.
- 7.4 All pages of the RFP document should be sequentially numbered.
- 7.5 The documents submitted with this RFP shall be self attested.
- 7.6 Responses submitted by telex/telegram/fax/e-mail etc shall not be considered.
- 7.7 Conditional responses shall not be accepted on any ground and shall be rejected straight away. If any clarification is required, the same should be obtained before the submission of RFP document.

8. OPENING OF RFP RESPONSES:

The responses to RFP will be opened on 19th October 2012 at 11:30 Hrs in the presence of Law Firm's representatives (one per Firm). The RFPs not accompanying with valid draft towards EMD and RFP fee would be rejected/returned. Other responses would be passed on to a duly constituted Technical Evaluation Committee for evaluation.

9. EVALUATION OF RESPONSES TO RFP:

The Technical Evaluation Committee (TEC) will first select Law Firms on the basis of eligibility criteria of this RFP. The responses conforming to the eligibility criterion will be considered for further evaluation on the basis of financial bid. Decision of TEC will be final and no communication/representation regarding the same will be entertained by SPMCIL. The list of technically qualified Law Firms will be published on SPMCIL's website. The law firms who do not qualify the pre-qualifications will be summarily rejected and their rates/fees bid contained in envelope no. 2 shall not be opened. SPMCIL shall have rights to reject any or all tenders without assigning any reasons.

10. Evaluation Criteria

Financial Bids will be evaluated by giving weightage of 24 to Retainership, 2 to appearance before Supreme Court, 3 to appearance before High Courts and 5 to appearance before Local Courts/Tribunals. Weightage of 1 will be given each to Brief Fees and drafting of petitions, outstation appearance and Conference Fees. This weightage will be for the purpose of evaluation of bids only and payment will be made on the basis of actual work done.

11. EMPANELMENT:

The Law Firm out of the technically qualified firms whose rates are L-1 will be empanelled for a period of two years, which can be extended by another one year through on same terms and conditions. In case of extension of empanelment, the empanelled Law Firm shall revalidate the Security Deposit for the extended period.

12. PENALTY:

In cases, where SPMCIL has to incur monetary loss for any established negligence (for example the lawyer doesn't attend the court or doesn't submit the reply in time) on the part of the empanelled Law Firm, the loss shall be made good by the Law Firm. SPMCIL shall realize the amount from the Law Firm from its pending bills or from Security Deposit or by raising claims.

13. PAYMENT:

- a) The bills in triplicate are to be submitted along with a copy of the drafted document, if it is a drafting fee, and submission of minutes or gist of proceedings, or a copy of order/ judgment where it is necessary in case the claim is for appearance fee. In the case of claim being for an opinion sought by an officer of SPMCIL, copy of relevant mail communication should be enclosed. For claims related to advisory meeting with SPMCIL officers, a duly certified duty slip by the concerned SPMCIL officer(s) indicating the date and time of availing the service should be enclosed.
- b) They will be entitled to outstation TA/DA at the rates payable to E-4 level Officers in SPMCIL. The bills for TA/DA shall be settled on production of tickets and hotel bills.
- c) SPMCIL will make payments of all bills within a period of one month from its submission if the bills are complete in all respects.

- d) The payments would be made subject to TDS as applicable from time to time.

14. GENERAL TERMS & CONDITIONS

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

- h) While considering the extension, the fulfilment of eligibility criteria as stipulated in this RFP at the time of completion of term of empanelled Law firm shall be ascertained by SPMCIL.

15. INDEMNITY

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

16. FORCE MAJEURE

SPMCIL and the empanelled Law firm will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities hereunder except as to any matters the decision of which is specially provided for by general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the award of the arbitrators, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provisions of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

17. APPLICABLE LAW

The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

6. Annual Turnover from legal services: (₹ in lacs)

2008-09	2009-10	2010-11	Total Turnover

7. EMD and RFP fee details:

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

8. Years of experience for the Law Firm:

- 1) Supreme Court
- 2) High Courts
- 3) Civil Courts
- 4) Session Courts
- 5) District Consumer Courts
- 6) Others if any

9. Names of Govt. Departments/PSUs/Banks where the responding Law Firm is empanelled at present (Give documentary proof with the contact details of the officer concerned at respective Departments/PSUs).

11. Any other information:

Signature of the Authorized Signatory

Date:

Place:

Name _____

(SEAL OF THE FIRM)

Name of the Law Firm: _____

RATES PAYABLE FOR LEGAL SERVICES BY SPMCIL

Sl. No.	Particulars	Amount in Rs.	
1.	Brief Fee & Drafting of petition a. Supreme Court b. High Court c. Local Courts/Tribunals		
2.	Appearance in Court (Per case per day)	Effective	Non-Effective
	Supreme Court		
	High Courts		
	Local Courts/Tribunals		
3.	Outstation Appearance:	Daily Fee	
	High Courts		
	Local Courts		
4.	Conference Fees (Per Half an Hour)		
5.	Monthly Retainership Fee for legal opinion on business related activities, Legal and taxation matters etc./ Drafting of Contracts/Petitions/Legal Documents/ Vetting of Agreements, MoUs or Tender Documents (from legal angle)		

* Weightage of 24 to Retainership, 2 to appearance before Supreme Court, 3 to appearance before High Courts and 5 to appearance before Local Courts/Tribunals. Weightage of 1 will be given each to Brief Fees and drafting of petitions, outstation appearance and Conference Fees.

- a) SPMCIL reserves the right to engage any of the empanelled Legal Firms for specific tasks. SPMCIL is not bound to give justification for choosing a particular empanelled Law Firm.
- b) Adjournment Charges shall be payable @ 50% of the appearance fee only when the court does sit in Civil Court.
- c) Appeals, revision or petitions arising from one common judgment or order will be considered together as one case, if they are heard together.

- d) No fee will be payable to the Firm, if an advance notice about the adjournment has been issued or the case has been adjourned at his request due to the reasons personal to him.
- f) Where there are two or more cases (but not more than 10 cases) involving substantially identical questions of laws or facts, one such case will be treated as the main case and others as connected cases. The fees in such cases will be regulated as provided in succeeding paragraphs.
- f) Full fee would be admissible for appearance in the main case and 50% in each of the connected cases, subject to a maximum of one additional full fees, i.e. not more than twice the amount of full fees in the main case would be admissible irrespective of number of cases.
- g) If substantially identical affidavits, counter affidavits, complaints, written statements, grounds of appeal applications and other pleading are drafted in connected cases, drafting fee will be admissible in the main cases and only 50% separate drafting fee per case will be admissible in connected cases.

Signature of the Authorized Signatory

Date:

Place:

Name _____

(SEAL OF THE FIRM)