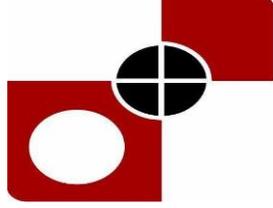


भारत प्रतिभूति मुद्रण तथा मुद्रा निर्माण निगम लिमिटेड, नई दिल्ली

(मिनीरत्न श्रेणी-1 सीपीएसई (भारत सरकार के पूर्ण स्वामित्वाधीन)
(A Mini Ratna, Category -1, CPSE, Wholly Owned by Government of India.)



कानूनी सलाह के लिए लॉ फर्मों को सूचीबद्ध करने हेतु तथा भारत प्रतिभूति मुद्रण तथा मुद्रा निर्माण निगम लिमिटेड के मुख्यालय से संबंधित न्यायालय के मामलों में दो वर्षों के लिए सेवा प्रदान करना।

TENDER FOR EMPANELMENT OF LAW FIRM FOR LEGAL CONSULTANCY AND ATTENDING COURT CASES TO CORPORATE OFFICE OF SECURITY PRINTING AND MINTING CORPORATION OF INDIA LIMITED (SPMCIL) FOR TWO YEARS.

निविदा सं. आरएफपी सं. एसपीएमसीआईएल/लीगल/4/2/2019

Tender No. CHO(HR)/Legal/4/2/2019/58

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TENDER FOR EMPANELMENT OF LAW FIRM FOR LEGAL CONSULTANCY AND ATTENDING COURT CASES OF SECURITY PRINTING AND MINTING CORPORATION OF INDIA LIMITED (SPMCIL) FOR TWO YEARS.

Tender No. CHO(HR)/Legal/4/2/2019/58

Dated:-- 03.04.2019

This Tender Document Contain -25 Pages

Tender Documents is sold to:

M/s _____
Address _____

Details of Contact person in SPMCIL regarding this tender:

Name, Designation : **Sh. Prakash Kumar, Dy. Manager (HR)**

Correspondence Address : **Security Printing and Minting Corporation of India Ltd, 1st Floor, Jawahar Vyapar Bhawan New Delhi**

Phone : **011-43582210**

Fax : **011-43582287**

Email : **Prakash.kumar@spmcil.com**

SECTION – I:NOTICE INVITING TENDER

Tender No. CHO(HR)/Legal/4/2/2019/58

Dated: 03.04.2019

1. SEALED BIDS ARE INVITED FOR EMPANELMENT OF LAW FIRM FOR LEGAL CONSULTANCY AND ATTENDING COURT CASES OF SECURITY PRINTING AND MINTING CORPORATION OF INDIA LIMITED (SPMCIL) FOR TWO YEARS.

2. Description

BRIEF DESCRIPTION OF GOODS/ SERVICES	PERIOD OF WORK	Earnest Money Deposit (in Rs.)
EMPANELMENT OF LAW FIRM FOR LEGAL CONSULTANCY AND ATTENDING COURT CASES OF SECURITY PRINTING AND MINTING CORPORATION OF INDIA LIMITED (SPMCIL).	Two Years	2,03,000/- (Rs.Two Lakh Three Thousand only)
Type of Tender	Three Bid(Pre -Qualification Bid, Technical Bid & Price Schedule/Financial Bid), National Competitive Bidding.	
Dates of sale of tender documents	From 03.04.2019 to 03.05.2019 during office hours.	
Price of the Tender Document	Rs. 1180/- per set (Including 18% GST)	
Closing date and time for receipt of tenders	Up to 03.00 PM till 03.05.2019	
Place of Tender Box for submission of Bids	Security Printing and Minting Corporation of India Ltd, 1 st Floor(at Reception), Jawahar Vyapar Bhawan ,STC, Janpath, New Delhi.	
Time and date of opening of tender	At 03.30 PM on 03.05.2019	
Place of opening of tenders	Security Printing and Minting Corporation of India Ltd, 1 st Floor, Jawahar Vyapar Bhawan, STC, Janpath, New Delhi	
Nominated Person/ Designation to receive Bulky Tenders	Prakash kumar, Dy. Manager (HR)	

3. Bidder may visit our website at <https://spmcil.com> for further details.

4. Tender documents can be downloaded and cost/price of tender document should only be submitted along with the tender in the form of account payee demand draft/ cashier's cheque, drawn on a scheduled commercial bank in India, in favour of Security Printing and Minting Corporation of India Ltd payable at New Delhi.
5. Tender may also download the tender documents from the website www.spmcil.com and submit tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. Tenderers shall ensure that their tenders, duly sealed & signed complete in all respects, as per instructions contained in this tender document are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the Organization, the tenders will be received/ opened on the next working day at the appointed time.
8. Tender by Telegram/Fax/E-mail shall not be accepted. Tender by Post /Hand/Courier received on or before the due date and time shall be accepted. Postal delay/delay by courier service etc. shall not be condoned.
9. The tender documents are not transferable.
10. No Conditional Tender shall be accepted.
11. Security Printing and Minting Corporation of India Ltd. reserves the right to accept any tender and to reject any or all tenders, to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, what so ever to the affected tenderer or tenderers.
12. Any security breach by the contractor, will lead to:
 - a. Termination of Contract.
 - b. Liable to Pay Damages.
13. Bidder or their nominees may be present at the time of opening of the tender. Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in SBD XVII from the corresponding tenderers.

Note:

- I. All other terms and conditions of NIT (including GIT, SIT, GCC and SCC) shall remain as per SPMCIL procurement manual.
- II. General instructions to tenderer (GIT) and General Conditions of contract (GCC) shall also form a part of this tender document.
For details regarding GIT and GCC please refer links as below:
<http://www.spmcil.com/spmcil/UploadDocument/GIT.pdf>
<http://www.spmcil.com/spmcil/UploadDocument/GCC.pdf>

(Prakash Kumar)

Dy. Manager (HR)

Security Printing and Minting Corporation of India Ltd

1st Floor, Jawahar Vyapar Bhawan, JANPATH , New Delhi -110 001

www.spmcil.com

Ph: 011-43582210 : Email: prakash.kumar@spmcil.com

SECTION - II :GENERAL INSTRUCTIONS TO TENDERERS (GIT)

Kindly refer <http://www.spmcil.com/spmcil/uploaddocument/git.pdf> for further details.

(GIT contains 32 pages and will form part of this tender document)

SECTION-III :SPECIAL INSTRUCTIONS TO TENDERER (SIT)

The following Special Instructions to Tenderers will apply for this tender. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

S. No.	GIT Clause No.	Topic	SIT Provision
1	11.2	Tender Currency	Tender Currency Tenderer is requested to quote price in INR only.
2	18	Earnest Money Deposit (EMD)	An amount of EMD Rs. 2,03,000/-to be deposited by tenderer along with the bid in favour of "Security Printing and Minting Corporation of India Ltd " payable at New Delhi only in following forms: a) A/c Payee DD b) Fixed deposit Receipt c) Banker's Cheque validity upto 45 days beyond the validity period of the tender and the bid shall not be considered if EMD not paid. No Bank Guarantee towards EMD will be accepted. EMD of the unsuccessful Law Firms will be returned without interest after finalization.
3	19	Tender Validity	Tenders shall remain valid for acceptance for a period of 180 days from the date of opening of Pre-Qualification Bid.
4	20.4	Number of Copies of Tenders to be submitted	One Original copy
5	20.8	Signing and Sealing of tender	a) Tenderers are required to put the following three bids in three separate sealed envelopes:- (I) Pre-Qualification Bid, (II) Technical Bid and (III) Price Schedule/Financial Bid b) The above three sealed envelopes shall again be put in another sealed cover and should be super-scribed with the words " TENDER FOR EMPANELMENT OF LAW FIRM FOR LEGAL CONSULTANCY AND ATTENDING COURT CASES OF SECURITY PRINTING AND MINTING CORPORATION OF INDIA LIMITED FOR TWO YEARS " and Tender No. CHO(HR)/Legal/4/2/2019/58 with mentioning on the Envelop that it contains Pre-Qualification Bid, Technical Bid, and Price Schedule/Financial Bid indicating NIT Date & Due date and to be addressed to the Dy. Manager (HR), SPMCIL, 1st Floor, Jawahar

Vyapar Bhawan, Janpath, New Delhi-110001 and be dropped in the Tender Box kept at Reception of 1st Floor, SPMCIL, Jawahar Vyapar Bhawan, Janpath, New Delhi 110 001 on or before due date and time.

c) Tender shall be submitted in **three bids in Part I, II & III alongwith documents as detailed** below in sealed separate cover:-

PART I: PRE-QUALIFICATION BID –

- i. The bidder firm should hold a valid PAN and GST Number.
- ii. The bidder should submit the documents as per Section IX – qualification / eligibility criteria of this tender.
- iii. Duly filled in application form for empanelment of law firm in SPMCIL as per “Annexure –A”
- iv. Also attach Earnest Money Deposit (EMD) and Tender fee.

PART II: TECHNICAL BID :-

- i) The bidder Law Firm shall submit Power of Attorney/ Authorization with the seal of the company of person signing the tender documents.
- ii) The bidder Law Firm shall submit duly filled, sealed and signed all the Tender documents to confirm the acceptance of all terms and condition.
- iii) The bidder Law Firm shall also submit duly filled and signed Section X and Section XII of this tender document.
- vi) The bidders shall submit Blank Price Schedule duly signed as per the format given in Section XI (Price Schedule) of this tender document. No price to be mentioned in this format.

PART- III: PRICE SCHEDULE/FINANCIAL BID –

The bidders shall quote the price as per the format given in Section XI (Price Schedule) of this tender document.(Only in the given format)

d) Note:-

(i) The bidder must submit the self-attested valid documents in support of its claim for PRE-QUALIFICATION BID and TECHNICAL BID criteria as mentioned above.

(ii) Bidders are required not to quote the prices in Pre-Qualification bid as well as Technical Bid. Price shall only be quoted in Financial bid. Non-adherence to this shall be making tender liable for rejection.

(iii) Tender received without EMD, tender Fee and not as per the Tender Terms shall not be evaluated and will be rejected.

6	20.9	Award of contract	A) Period of Contact will be for two years. The contract may be extended for further one year if found satisfactory services. B) In case more than one firm found L1, then the work will be awarded to tenderer which higher (Average) Annual Turnover as per Audited Financial Statements have been submitted by the firm.
7	33	Evaluation Criteria	Financial Bids will be evaluated by giving weightage of 24 to Retainership, 2 to appearance before Supreme Court, 5 to appearance before High Courts and 3 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 to arrive at lowest bidder (L1).The payment will be made on the basis of actual.
8	43	Parallel Contract Not Applicable	Not Applicable

SECTION-IV:GENERAL CONDITIONS OF CONTRACT (GCC)

Kindly refer <http://www.spmcil.com/spmcil/uploaddocument/gcc.pdf> for further details.

(GCC contains 28 pages and will form part of this tender document)

SECTION-V :SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this Empanelment of Law Firm for Legal consultancy and attending Court cases of SPMCIL. The corresponding clauses of General conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special conditions will modify/ substitute/ supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

(Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit.)

S. No.	GCC Clause No.	Topic	SCC Provision
1	6	Performance Bond/ Security	The contractor shall furnish the performance security amount/ Security Deposit (S.D) (10% of the ordered value) valid up to sixty days after the date of completion of all contractual obligations by the supplier, before executing the contract after issue of LOI/Work order by SPMCIL. SD is to be submitted in favour of Security Printing & Minting Corporation of India Ltd. payable at New Delhi. The performance security will be returned without any interest to successful tenderer after the completion of all contractual obligations. EMD shall be refunded/ returned immediately after receipt of SD/Performance Guarantee.
2	22, 22.1, 22.2, 22.3, 22.4, 22.6	Terms and Mode of 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) If required to visit outstation, TA/DA will be payable equal to E-4 level Officers of SPMCIL. The bills for TA/DA shall be settled on production of tickets, hotel bills etc. 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.
3		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.

4	33.1	Dispute Resolution Through Arbitration	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 arbitration consisting three arbitrators, one to be appointed by each party and these two appointed arbitrators shall appoint third arbitrator 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 Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification or re-enactment, thereof. The venue of arbitration proceedings shall be at New Delhi, India.
5		Empanelment	The successful bidder law firm being the lowest quote (L-1) will be awarded the work for a period of two years, which can be extended by another one year on same terms and conditions subject to services found satisfactory by SPMCIL. In case of extension of contract, the Law Firm shall revalidate the Security Deposit for the extended period.
6		Indemnity	<p>a. The empanelled Law Firm will indemnify SPMCIL of all legal/other obligations of its professionals deployed for SPMCIL work.</p> <p>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.</p>
7		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.

SECTION-VI : LIST OF REQUIREMENTS

- 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 Tender without assigning any reason.
- h) While considering the extension of one year of period of the contract, the satisfactory completion of assignment by the Law firm shall be ascertained by SPMCIL and the extension of the service shall be at the sole discretion of SPMCIL.
- i) All documents submitted in bids shall be sequentially numbered.
- J) Conditional response shall not be accepted on any ground and shall be rejected straight away without seeking any clarification from the Firm.

SECTION-VII: SCOPE OF WORK / TECHNICAL SPECIFICATIONS

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.

2 The terms contained in this tender will have the following meaning:

a) 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.

b) 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.

c) 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.

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 price schedule in Section XI, 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 (E-4 Level) in SPMCIL. The Firm has to take approval of Competent Authority in SPMCIL before proceeding on such outstation assignment.

4. Period of Contract:- The contract will be initially for two years however, the same may be extended for another one year on the same terms and conditions subject to satisfactory services found by SPMCIL.

Section-IX: QUALIFICATION / ELIGIBILITY CRITERIA

SL N o.	DESCRIPTION	ELIGIBILITY CRITERIA	REQUIRED SUPPORTING DOCUMENTS TO BE SUBMITTED
1	Experience and past experience	<p>i. The bidder Law Firm should be either a partnership firm, Limited Liability Partnership (LLP) or a registered company.</p> <p>ii. The head office of the bidder firm should be located in Delhi/National Capital Region (NCR).</p> <p>iii. The bidder firm should have experience of 10 years in providing legal consultancy services and handling of cases up to level of the High Court and Supreme Court.</p> <p>iv. All the Partners of the said firm should have a valid Enrolment Certificate from the concerned Bar Council.</p> <p>v. The bidder Law Firm should have a valid PAN and GST Number.</p> <p>vi. The bidder Law Firm should be on the panel of at least five different Government Departments/PSUs/Autonomous Bodies from past Two years i.e. 2016-2017 and 2017-2018.</p> <p>vii. The bidder Law Firm should have experience of successfully handling of at least 10 Court Cases i.e. minimum two cases of Supreme Court, minimum five cases of High Court and three cases belonging to other courts/tribunals for and on behalf of Government Departments/PSUs/Autonomous Bodies in the last Two years i.e. 2016-2017 and 2017-2018.</p> <p>viii. The bidder Law Firm should not have been Black-listed/debarred by any Institution of the Central or State Government, Govt. Departments/PSUs/Autonomous Bodies or concerned Bar Council in the last Five years and no bankruptcy/liquidation proceedings have been initiated against it by any entity/government or quasi-government agency of PSU.</p>	Relevant documents in support of claim with self-certification to be submitted.
2	Capability	The bidder Law Firm should have experience of successfully handling of at least 10 Court Cases i.e. minimum 2 (two) case of Supreme Court, 5 (five) cases of High Court and remaining 3 (three) belonging to other courts/tribunals) for or on behalf of Government Departments/PSUs/Autonomous Bodies in the last Two years i.e. 2016-2017 and 2017-2018.	Relevant documents in support of claim with self-certification to be submitted.
3	Financial standing	<p>(i) The bidder Law Firm should have a minimum Annual Turnover of Rs. One Crore (1 Crore) from legal services in the last three preceding financial years i.e. 2015-2016, 2016-2017 and 2017-2018.</p> <p>(ii) Bidder firm should not have suffered any financial loss for more than one year during the last three financial years ending 31.03.2018.</p> <p>(iii) The net worth of the firm should not have eroded by more than 30% in the last three financial year ending 31.03.2018.</p>	Relevant Copies of audited Balance sheet, Profit & Loss and certificate issued by C.A. to be submitted with self-certification.

SECTION – X :TENDER FORM

Date.....

To

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

(Complete address of SPMCIL)

Ref: Your Tender document No.dated

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated ----- (*if any*), the receipt of which is hereby confirmed. We now offer to provide service of legal consultancy and attending Court cases in conformity with your above referred document and made part of this tender.

If our tender is accepted, we undertake to provide service of legal consultancy and attending Court cases as mentioned above, in accordance with the schedule of fee as specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance for a period up to ____ , as required in the GIT clause 19, read with modification, if any in Section-III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

..... (Signature with date)

..... (Name and designation)

Duly authorized to sign tender for and on behalf of

.....
.....

SECTION - XI : PRICE SCHEDULE

Name of the Law Firm: _____

RATES PAYABLE FOR LEGAL SERVICES BY SPMCIL

Sr. No.	Particulars	Amount (In `)	
1	Brief Fee & Drafting of petition a) Supreme Court b) High Court c) Local Court/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/Tribunals		
4	Conference Fees (Per Half an Hours)		
5	Monthly Retainership Fee: for legal opinion on business related activities, Legal and taxation matters etc./Drafting of Contracts/Legal Documents/Vetting of Petitions/Agreements, MoUs or Tender Documents (from legal angle).		

a) Evaluation of price will be done as per weightage given below:-

* Weightage of 24 is given to Retainership.

** Weightage of 2 (Two) is given to appearance before Supreme Court, 5 (Five) to appearance before High Courts and 3 (Three) to appearance before Local Courts/Tribunals (cumulative of effective and non-effective hearing).

*** Weightage of 1 will be given each to Brief Fees and drafting of petitions, outstation appearance and conference fees.).

- b) SPMCIL reserves the right to engage any other legal firm for specific tasks besides this contract. SPMCIL is not bound to give justification for choosing a particular law firm.
- c) Taxes will be as applicable from time to time. However, no clerkage will be paid.
- d) Out of pocket expenses will be reimbursed as per actual on production of receipts/details.
- e) Appeals, revision or petitions arising from one common judgment or order will be considered together as one case, if they are heard together.
- f) 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 the advocate.
- g) Where there are two or more cases (but not more than 10 cases) involving substantially identical questions of law or facts, one such case will be treated as the main case and other as connected cases. The fees in such cases will be regulated as provided in succeeding paragraphs.
- h) 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.
- i) 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 case and only 50% separate drafting fee per case will be admissible in connected cases.

SECTION-XII QUESTIONNAIRE

The tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question/ issue do not apply to a tenderer, the same should be answered with the remark “not applicable”.

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

1. Brief description and of services offered:
2. Offer is valid for acceptance up to
3. Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India
Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.
4. Status :
 - a. Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present SPMCIL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
 - b. Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.
5. Please indicate name & full address of your Banker(s)
6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry/Deptt. of Government of India or by any State Govt.

..... (Signature with date)

.....
.....

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer) For and on behalf of

.....
.....

(Name, address and stamp of the tendering firm)

SECTION – XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

_____ [insert: Bank’s Name, and Address of Issuing Branch or Office]
Beneficiary: _____ [insert: Name and Address of SPMCIL] Date: _____
PERFORMANCE GUARANTEE No. _____

WHEREAS(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to provide services of legal consultancy and attending Court cases (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Firm, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Firm to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Firm before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Firm shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay SPMCIL up to the above amount upon receipt of its first written demand, without SPMCIL having to substantiate its demand.

This guarantee will remain in force for a period of Sixty days after the period of currency of contract and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
..... Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch
..... Name and designation of the officer

.....
.....
Seal, name & address of the Bank and address of the Branch

SECTION – XVI: CONTRACT FORM

(Address of SPMCIL’s office issuing the contract) Contract No..... Dated.....
 This is in continuation to this office“ Notification of Award No..... Dated

1. Name & address of the Firm :
2. SPMCIL’s Tender document No..... dated..... And subsequent Amendment No....., dated..... (If any), issued by SPMCIL
3. Supplier’s Tender No..... dated..... and subsequent communication(s) No..... dated (If any), exchanged between the Firm and SPMCIL in connection with this tender.
4. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the Firm;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers“ Authorisation Form (if applicable for this tender);
 - (ix) SPMCIL’s Notification of Award

Note:- The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section –V - „General Conditions of Contract“ of SPMCIL“s Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of services of legal consultancy and attending Court cases which shall be provided by the Firm are as under:

Brief description of services	Accounting unit	Quantity to be supplied	Unit Price (in Rs.)	Total price (in Rs.)

Any other additional services (if applicable) and cost thereof:
 Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule.
- (iii) Details of Performance Security.
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of SPMCIL"s inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

.....

(Signature, name and address of SPMCIL"s authorized official)

For and on behalf of.....

Received and accepted this contract

(Signature, name and address of the firm"s executive duly authorized to sign on behalf of the Firm)

For and on behalf of

..... (Name and address of the Firm)

..... (Seal of the Firm)

Date:

Place:

SECTION - XVII : LETTER OF AUTHORITY FOR ATTENDING BID OPENING

(Refer to clause 24.2 of GIT)

The Dy. Manager (HR)
Security Printing & Minting Corporation of India Ltd.
1st Floor ,Jawahar Vyapar Bhawan,Janpath
N Delhi – 110 001

Subject: Authorization for attending bid opening on _____ (date) in the Tender of _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder.		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

Signature of the Authorized Signatory of firm

Name _____

Date _____

SECTION – XIX :PROFORMA OF BILLS FOR PAYMENTS

(Refer Clause 22.6 of GCC)

Name and Address of the Firm.....

Bill No.

Purchase order.....

No.

Dated

Name and address of the Purchaser.....

S.No.	Authority for purchase	Description of Stores	Number or quantity	Rate		Price per		Amount
				Rs.	P.	Rs.	P.	
Total								

1. Others (Please specify)
2. (-) deduction/Discount
3. G.S.T.
4. Net amount payable (in words Rs.)

Dated..... (enclosed)

Place:

Date:

Received Rs..... (Rupees).....

I hereby certify that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue stamp

Signature and of Stamp Supplier

APPLICATION FOR EMPANELMENT OF LAW FIRM

1. Name of the law firm: _____
- 1.1 Address: _____
- 1.2 Phone No. _____ Fax No. _____
- 1.3 Email: _____
- 1.4 PAN No of Law Firm : _____ GST No. _____
- 1.5 Registration No. of Firm _____ Date _____
- 1.6 Area(s) of Experience : _____

2. Profile (all Partners of Law firm):

Sl No	Name of Partners	Enrolment No. and Date	Year of Passing LLB	Year of experience
1.				
2.				
3.				
4.				
5.				
6.				
7.				

3. Detail of experience of handling of cases on behalf of the Government Departments /PSUs/ Autonomous Bodies in the last Two years i.e. 2016-2017 and 2017-2018.

Sr. No.	Name of the Government Departments /PSUs/Autonomous Bodies with address	Empanelment vide order no.....dated	Period of Empanelment From ---- To	Total Years of empanelment
1.				
2.				
3.				
4.				
5.				
6.				
7.				

4. Details of 10 successful case on behalf of Government Departments /PSUs/Autonomous Bodies Cases handled in the last Two years 2016-17 & 2017-18 :

Sr. No.	Title of the case	Case No. & Year	Name of Court SC/HC/ORS.	For whom appeared	Issue involved in the case	Date of Decision
1.						
2.						

3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

5. Annual Turnover from legal services (` in crores):-

2015-2016	2016-2017	2017-2018

6. Tender and EMD fee details

Particulars	Amount (in `)	Details of EMD and Date	Bank	Branch
Tender Fee				
EMD				

7. Years of experience for the law firm:

- a) Supreme Court:_____
- b) High Courts:_____
- c) Civil Courts:_____
- d) Session Courts:_____
- e) Local Courts/Tribunal:_____
- f) Others if any:_____

8. Name of Government Departments/PSUs/Banks where the responding Law Firm is empanelled at present (Give documentary proof).

9. Any other information:-

Note – Pl attached supporting documents with this duly filled format.

Date:

Place:

(SEAL OF THE FIRM)
Signature of the Authorized Signatory
Name_____