

# Request for Proposal for Selection of Legal Service Providers



**Ref. No: SO/VI/2023-24/277/2199**

**Date: 15-09-2023**

## **Startup Odisha**

2nd Floor, Tower A, O – Hub,  
Odisha Startup Incubation Centre,  
SEZ Road, Chandaka Industrial Estate,  
Patia, Bhubaneswar, Odisha - 751024

Phone: 1800-345-7100

[www.startupodisha.gov.in](http://www.startupodisha.gov.in)

E-mail: [startup.odisha@gov.in](mailto:startup.odisha@gov.in)

**REQUEST FOR PROPOSAL**  
**Ref. No: SO/VI/2023-24/277/2199**

Selection of Legal Service Providers for Startup Odisha

Startup Odisha invites sealed proposals from eligible bidders to carry out "Request for Proposal for Selection of Legal Service Providers". Bidders fulfilling the prescribed eligibility criteria of the RFP can access and download the complete RFP Document and other details from [www.startupodisha.gov.in](http://www.startupodisha.gov.in).

The major events under the bid process are:

<b>Sl. No.</b>	<b>List of Key Events</b>	<b>Critical Dates</b>
1	Date of Issue of RFP	15/09/2023
2	Last date for Submission of Pre-Bid Query	22/09/2023
3	Pre-Bid Query Meeting	25/09/2023 at 11:30 AM
4	Issue of Pre-Bid Clarifications/Corrigendum	27/09/2023
5	Last Date for Submission of Bid	18/10/2023 till 5.00 PM
6	Date of Opening of Technical Bid	19/10/2023 at 3:00 PM
7	Date of Opening of Financial Bid	30/10/2023 at 3:00 PM

The proposal complete in all respects must reach the undersigned by Speed Post/Registered Post/ Courier only latest by 18/10/2023 before 5.00 PM in a sealed envelope clearly mentioning on the top of it "Request for Proposal for Selection of Legal Service Providers".

The proposals received beyond the scheduled date and time will be outrightly rejected. The authority reserves the right to reject any/ all proposals without assigning any reason thereof. Bidders are advised to keep visiting Startup Odisha Website ([www.startupodisha.gov.in](http://www.startupodisha.gov.in)) for any corrigendum or update.

Address for Submission of Proposal:

**Chief Administrative Officer,  
Startup Odisha  
2nd Floor, Tower A, O – Hub,  
Odisha Startup Incubation Centre,  
SEZ Road, Chandaka Industrial Estate,  
Patia, Bhubaneswar, Odisha - 751024  
Phone: 1800-345-7100  
[www.startupodisha.gov.in](http://www.startupodisha.gov.in)**

**Chief Administrative Officer,  
Startup Odisha**

## Contents

<b>Sl. No.</b>	<b>Particulars</b>
1	<b>Bidder Datasheet</b>
2	<b>Section 1: Introduction &amp; Terms of Reference (ToR)</b>
3	<b>Section 2: Letter of Invitation (LoI)</b>
4	<b>Section 3: Information to The Bidder</b>
5	<b>Section 4: Technical Proposal Submission Forms</b>
6	<b>Section 5: Financial Proposal Submission Forms</b>
7	<b>Annexures</b>

## **DISCLAIMER**

This Request for Proposal (RFP) is issued by Startup Odisha.

While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither Startup Odisha nor any of its officers or employees, nor any of their advisers nor bidders accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the Startup Odisha. It does not claim to contain all the information that a recipient may require for the purposes for making a decision for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP may include certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of Startup Odisha, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

Startup Odisha shall be the sole and final authority with respect to selection of a bidder for the purpose through this RFP.

**Bidder Data Sheet**

<b>Sl. No.</b>	<b>Particulars/</b>	<b>Details</b>
1	Name of the Organization	Startup Odisha
2	Method of Selection	Quality and Cost Based Selection (QCBS) Method
3	Availability of RFP Document	<b>www.startupodisha.gov.in</b>
4	Date of Issue of RFP	15/09/2023
5	Last date for Submission of Pre-Bid Query	22/09/2023 procurement@startupodisha.org.in
6	Pre – Bid Meeting	25/09/2023 at 11:30 AM
7	Issue of Pre-Bid Clarifications/Corrigendum	27/09/2023
8	Last Date for submission of Proposal	18/10/2023 till 5.00 PM
9	Date of opening of Technical Proposal	19/10/2023 at 12:00 PM
10	Date of opening of Financial Proposal	30/10/2023 at 05:00 PM
11	Issue of Work Order	To be notified to the eligible bidder
12	Expected Date of Commencement of Assignment	To be notified to the eligible bidder
13	Bid Processing Fee (Non-Refundable)	INR 5,000/- (Rupees Five Thousand) (including GST) in the form of demand draft drawn in favor of - <b>Chief Administrative Officer, Startup Odisha 2nd Floor, Tower A, O – Hub, Odisha Startup Incubation Centre, SEZ Road, Chandaka Industrial Estate, Patia, Bhubaneswar, Odisha - 751024 Phone: 1800-345-7100 www.startupodisha.gov.in</b>

14	Earnest Money Deposit (EMD) (Refundable)	EMD of Rs. 1,00,000/- (Rupees one lakh) in the form of demand draft drawn in favor of <b>Startup Odisha</b> <b>2<sup>nd</sup> Floor, Tower A, O-Hub,</b> <b>Odisha Startup Incubation</b> <b>Centre, SEZ Road, Chandaka</b> <b>Industrial Estate, Patia,</b> <b>Bhubaneswar, Odisha- 751024</b> <b>Phone No.: 1800-345-7100</b> <b>www.startupodisha.gov.in</b>
15	Bid Security Declaration	All bidders will be required to submit a bid security declaration as provided in Annexure - 1 of this document
16	Contact Person	<b>Chief Administrative Officer</b> <b>Startup Odisha</b> <b>2nd Floor, Tower A, O – Hub,</b> <b>Odisha Startup Incubation</b> <b>Centre, SEZ Road, Chandaka</b> <b>Industrial Estate,</b> <b>Patia, Bhubaneswar,</b> <b>Odisha - 751024</b>
17	Address for Submission of Proposal	<b>Startup Odisha</b> <b>2nd Floor, Tower A, O – Hub,</b> <b>Odisha Startup Incubation Centre,</b> <b>SEZ Road, Chandaka</b> <b>Industrial Estate,</b> <b>Patia, Bhubaneswar, Odisha -</b> <b>751024</b>

18	Mode of Submission	Speed Post / Registered Post/Courier only to the address as specified above during the office hours only. Submission of bid through any other mode and late bids will be rejected.
19	Venue of Pre – Bid Query Meeting (on designated date) and Opening of Proposal (on designated date):	<b>Conference Hall</b> <b>Startup Odisha, 2nd Floor, Tower</b> <b>A, O–Hub, Odisha Startup</b> <b>Incubation Centre,</b> <b>SEZ Road, Chandaka</b> <b>Industrial Estate,</b> <b>Patia, Bhubaneswar,</b> <b>Odisha - 751024</b>

**Section 1**  
**Introduction and Terms of Reference (ToR)**

## **1. About Startup Odisha**

Startup Odisha was established by MSME Department - Government of Odisha for building the startup and innovation ecosystem in the state. The vision was to introduce a holistic and inclusive ecosystem for existing as well as for upcoming startups and establish itself as one of the top startup hubs in the country.

Startup Odisha is looking to empanel Corporate Law Firms who will serve as an in-house counsel and handle all complex legal matters and projects. They will ensure legality of commercial transactions and advise Startup Odisha on legal rights and duties. The Law firm is expected to carry out following major functions:

- Consult and handle all corporate legal processes (e.g., intellectual property, mergers & acquisitions, financial/securities offerings, compliance issues, transactions, agreements, lawsuits, patents)
- Develop Startup Odisha policy and position on legal issues
- Research, anticipate and guard Startup Odisha against legal risks
- Guide Startup Odisha and ensure compliance with rules and regulations ·  
Structure, draft and review reports and other legal documents
- Represent Startup Odisha in legal proceedings (administrative boards, court trials etc.)
- Draft and administer all contracts
- Negotiate deals and attend Startup Odisha meetings

Startup Odisha has an internal legal team to support its day-to-day activities. Startup Odisha is also represented by government counsels at all levels duly appointed by the Legal Department – Government of Odisha to represent its interests in the courts including up to Supreme Court.

It is required that Startup Odisha's responses in various court cases and other matters be legally precise, focused and coherent. Hence, Startup Odisha is looking forward to empanel a law firm to support it in its day-to-day functions as well as on other on long term activities including but not limited to Legal Implications of various policies and guidelines, startup applications and grants, and any other policy/laws/rules which Startup Odisha may have to create in future.

### **1.2. Scope of Work**

The objective of this RFP is Onboarding a Law Firm specialized in Corporate Law for drafting of various legal documents and advising on issues related to startups and related laws governing them along with rules, regulations and policies. The firm will be expected to:

- Prepare the appropriate legal documents
- Oversee and manage every legal aspects of Startup Odisha
- Evaluate new business partnerships/engagements/MoUs with vendors, subcontractors etc.
- Prepare Agreements for Startup Grants, Equity Financing etc.
- Represent the company in legal proceedings
- Design and oversee the company's policy and position on legal matters ·  
Protect the company against legal risks and violations
- Examine the legal issues related to startup laws, intellectual property rights etc. ·  
Negotiate deals on behalf of Startup Odisha
- Guide Startup Odisha on regulatory and compliance issues to ensure compliance with legal regulations



### 1.3. Team Composition:

<b>Sl. No.</b>	<b>Resource Type</b>	<b>Qualification and Experience</b>
1	Team Leader	LLM/LLB with minimum 5 years of experience
2	Private Equity and Venture Capital Expert	LLM/LLB with minimum 3 years of experience
3	Regulatory and Compliance Expert	LLM/LLB with minimum 3 years of experience
4	Intellectual Property Rights Expert	LLM/LLB with minimum 3 years of experience
5	Restructuring and M&A Expert	LLM/LLB with minimum 3 years of experience

### 1.4. Payment Schedule

- a) The Bidder's total remuneration shall include all staff costs, Sub-bidders' costs excluding taxes. All travel, printing, communications, and other costs incurred by the Bidders for official purpose shall be borne by the Startup Odisha.
- b) The payment should be made by the Startup Odisha to the Bidders within thirty days (30 days) of raising the invoice every month.

### 1.5. Duration of Contract

The period shall be 24 months. Further extension of agreement is subject to the consent of the Startup Odisha only.

### 1.6. Expiration of Contract

Unless terminated earlier, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the service contract.

### 1.7. Penalty

Failure on agency's part to furnish the deliverables as per the agreed timeline will enforce a penalty @1% per instance subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment.

In addition, the Performance Bank Guarantee will be forfeited by the agency in the event of it repeatedly failing in delivering as per the minimum deliverables listed in this document.

### 1.8. Termination

A. By the Startup Odisha

The Startup Odisha may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Bidders, to be given after the occurrence of any of the events specified in paragraphs (i) through (vi) of this Clause and sixty (60) days in the case of the event referred

to in (vii) & (viii):

- i. if the Bidders do not remedy a failure in the performance of their obligations under the Contract, within ten (10) days of receipt after being notified or within such further period as the Startup Odisha may have subsequently approved in writing
  - ii. if the Bidders become insolvent or bankrupt
  - iii. if, as the result of Force Majeure, the Bidders is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
  - iv. if the Bidders fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 1.15 hereof.
- 
- v. if the Bidders submits to the Startup Odisha a false statement which has a material effect on the rights, obligations or interests of the Startup Odisha. If the Bidders places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the Startup Odisha.
  - vi. if the Bidders, in the judgment of the Startup Odisha has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this clause:

**"Corrupt Practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

**"Fraudulent Practice"** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Startup Odisha and includes collusive practice among bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Startup Odisha of the benefits of free and open competition.

- vii. if the Startup Odisha, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- viii. The performance & service rendered will be reviewed quarterly by the Startup Odisha. If performance is found to be unsatisfactory, then the contract will be terminated with a 30 days' notice.

#### B. By the Bidders

The Bidders may terminate this Contract, by giving a written notice of not less than thirty (30) day's' to the Startup Odisha and such notice is to be given after the occurrence of the events specified in paragraphs (i) (ii) and (iii) of this Clause:

- i. if the Startup Odisha fails to pay any money due to the Bidders pursuant to this Contract and not subject to dispute pursuant to Clause 1.15 hereof within thirty (30) days after receiving written notice from the Bidders that such payment is overdue
- ii. if, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of thirty (30) days
- iii. if the Bidders reasonably determines that Bidders can no longer provide the Services in accordance with applicable law or professional obligations

#### **1.9. Disputes about Events of Termination**

- a) If either Party disputes whether an event specified hereof has occurred, such Party may, within forty - five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- b) On termination, the compensation to be paid for terminating month

### **1.10. Reporting Obligations**

The Bidders shall submit to the Startup Odisha the reports and documents specified within the periods set forth.

### **1.11. Liability of the Bidders**

The Startup Odisha (and any others for whom Services are provided) shall not recover from Bidders, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage up to 5% of the contract fees value as contemplated.

**Section 2**  
**Letter of Invitation**

RFP No.: SO/VI/2023-24/277/2199  
Date: 15/09/2023

## Letter Of Invitation

### **Name of the Assignment:** Selection of Legal Service Providers for Startup Odisha

Startup Odisha (The Startup Odisha) invites sealed proposals from eligible bidders under the process for "Selection of Legal Service Providers for Startup Odisha". More details on the proposed study are provided at Section-3: Terms of Reference (ToR) of this RFP Document.

Final firm will be selected under QCBS Selection procedure as prescribed in the RFP Document.

The proposal completes in all respects as specified in the RFP Document must be accompanied with a Non- refundable Demand Draft for an amount of Rs. 5,000/- (Rupees Five Thousand only) towards Bid Processing Fee in favor of "Chief Administrative Officer, Startup Odisha", drawn in any scheduled commercial bank and payable at Bhubaneswar, Odisha failing which the bid will be rejected.

The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed post/Registered Post/Courier only. The Startup Odisha shall not be responsible for postal delay or any other consequence. Submission of proposal through any other mode will be rejected.

The last date and time for submission of proposal complete in all respects is 18/10/2023 before 5.00 PM and the date of opening of the technical proposal is 19/10/2023 in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with a due authorization letter on behalf of the bidder.

This RFP includes following sections:

- Terms of Reference [Section – 1]
- Letter of Invitation [Section – 2]
- Information to the Bidder [Section – 3]
- Technical Proposal Submission Forms [Section – 4]
- Financial Proposal Submission Form (Section –5)

While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Startup Odisha's knowledge, Startup Odisha holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. Startup Odisha reserves the right to accept/reject any/all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

**Chief Administrative Officer,  
Startup Odisha**

**Section 3**  
**Information to the Bidder**

### 3.1. Pre-Qualification Criteria:

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents/information as part of the Pre – Qualification criteria failing which the proposals will be rejected.

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
1	The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing legal consulting/advisory services for at least 5 years as on March 31, 2023	Incorporation/ Registration Certificate
2	The Bidder should have an average turnover of minimum INR 30 Lakhs during last three financial years: · FY 2020 - 21 · FY 2021 - 22 · FY 2022 - 23	Certificate from statutory auditor/audited financial statements for the three financial years
3	The Bidder should have experience of working on minimum Three (3) assignments of a minimum duration of 1 year each with Central/ State Government/Public Enterprises/Corporate Organizations in India	Work Orders/Copy of agreements/ Completion certificates
4	Blacklisting Declaration	The bidders have to submit a declaration certifying that they have not been blacklisted by any Government agency in the last three financial years.
Any kind of consortium/ Joint Venture with other firms is not allowed.		

The bidder has to furnish the following documents duly signed by authorized representative along with their Pre – Qualification Criteria:

- Copy of Certificate of Incorporation/ Registration
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of IT Returns and Audited Balance Sheets for the last three financial years (FY 2020-21 ,2021-22 & 2022-23)
- Power of Attorney in favor of the person signing the bid on behalf of the bidder or Board of Directors
- List of completed assignments of similar nature at least three (03) along with copies of contracts / work orders / completion certificate from previous Clients
- Blacklisting declaration

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the pre - qualification criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respects, indexed and bound. Each page should be numbered and signed by the authorized representative.

### **3.2. Bid Processing Fee:**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 5,000/- (Ten Thousand Rupees Only) + 18% GST in form of DD from any scheduled commercial bank in favor of "Chief Administrative Officer, Startup Odisha" payable at Bhubaneswar. Proposals received without bid processing fee will be outrightly rejected.

### **3.3. EMD**

All bidders will be required to submit an EMD amounting to Rs. 1,00,000/- (Rupees one lakh) in the form of Demand Draft in favor of "Startup Odisha" payable at Bhubaneswar. Bids submitted without an EMD will be outrightly rejected. The EMD should be submitted in a sealed envelope inside the main envelope.

\* Local MSMEs and local startups are exempted from submitting the EMD.

### **3.4. Bid Security Declaration:**

All bidders will be required to submit a bid security declaration as provided in Annexure- 1 of this document. Any Bidder violating the stipulated conditions in the Bid Security Declaration will be suspended for a maximum period of one year.

### **3.5. Validity of the Proposal:**

Proposals shall remain valid for a period of **180 (One Hundred Eighty Days)** from the date of opening of the technical proposal. Startup Odisha reserves the rights to reject a proposal valid for a shorter period as non- responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

### **3.6. Pre - Bid Queries:**

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to Startup Odisha through **e-mail** at **procurement@startupodisha.org.in** till 22/09/2023. Clarifications to the above will be uploaded in the Startup Odisha website/clarified through email to the respective bidders after the Pre – Bid meeting as specified in the Bidder Data Sheet, for the purpose of preparation of the proposal. Request for alteration /change in existing terms and conditions of the RFP will not be considered/entertained.

### **3.7. Submission of Proposal:**

Bidders must submit their proposals by Registered Post/Speed Post/Courier only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Startup Odisha will not be responsible for postal delays/any other consequences in receiving the proposal. The proposal must have to be submitted in three parts. Each part should be separately bound with no loose sheets. Each page of the three parts should be numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Startup Odisha will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Startup Odisha.



The procedure for submission of the proposal is described below:

**a. Pre – Qualification Criteria:**

The envelope containing technical proposal shall be sealed and superscripted as “Pre - Qualification Criteria: Selection of Legal Service Providers for Startup Odisha”. The duly filled in technical proposal submission forms, with all the supportive documents and information have to be furnished as part of pre – qualification criteria.

**b. Technical Proposal:**

The envelope containing technical proposal shall be sealed and superscripted as “Technical Proposal: Selection of Legal Service Providers for Startup Odisha”. The duly filled-in technical proposal submission forms, with all the supportive documents and information have to be furnished as part of technical proposal.

**c. Financial Proposal:**

The envelope containing financial proposal shall be sealed and superscripted as “Financial Proposal – Selection of Legal Service Providers for Startup Odisha”. The duly filled-in financial proposal submission forms should contain the detail price offer for the proposed assignment.

The “Pre – Qualification Criteria”, "Technical Proposal" and "Financial Proposal" must be submitted in three separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document.

All the above envelopes have to be sealed and placed inside a third main envelope marked as “**Proposal for Selection of Legal Service Providers for Startup Odisha**”. with following information in bold:

NAME OF THE PROJECT:  
RFP NUMBER AND DATE:  
NAME OF THE BIDDER:  
DEADLINE FOR SUBMISSION OF BID:  
NAME AND ADDRESS OF THE BIDDER:

Any deviations from the prescribed procedures/information/formats/conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be signed and stamped by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected.

**3.8. Opening of the proposal:**

The FIRST ENVELOPE containing PRE - QUALIFICATION will be opened in the initial stage by the Startup Odisha in presence of the bidder’s representatives at the location, date specified in the Bidder Data Sheet. Bidders fulfilling the Pre – Qualification criteria will be considered for TECHNICAL EVALUATION. The Startup Odisha will constitute an Evaluation Committee (EC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The THIRD ENVELOPE containing FINANCIAL PROPOSAL of the technically qualified bidders only will be opened in presence of authorized representatives of the bidders after completion of technical evaluation of proposals. The date for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

### 3.9. Evaluation of Proposal:

A Three stage evaluation process will be conducted as explained below:

**Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposals comply to the prescribed eligibility condition and whether the requisite documents/information have been properly furnished by the bidder.

Bids not complying to any of the above requirement, will be out rightly rejected at the discretion of the Startup Odisha's authority.

**TECHNICAL EVALUATION (2nd Stage):** Technical proposals will be opened and evaluated for those bidders who qualify the preliminary evaluation stage.

Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals:

<b>Sl. No.</b>	<b>Criteria</b>		<b>Supporting Documents</b>
1	Annual turnover in the last three (03) financial years INR 30 lakhs - 50 lakhs: 10 marks More than Rs. 50 lakhs: 15 marks	15	Certificate from statutory auditor/audited financial statements for the three financial years
2	The Bidder should have experience of working with Central/ State Government/Public Enterprises on total assignments worth INR 10,00,000 in India 3 projects: 5 marks 5 marks for each additional assignment subject to a maximum of 20 marks	20	Copies of Work Order/Agreements
3	The Bidder should have experience of working with Corporate Organizations on total assignments worth INR 10,00,000 in India 3 projects: 5 marks 5 marks for each additional assignment subject to a maximum of 20 marks	20	Copies of Work Order/Agreements

4	Proposed Manpower Competency /Experience Team Lead LLM, LLB with minimum 5 years of experience. 5 - 10 Years: 08Marks 10 - 15 Years: 10 Marks >15 years: 15 Marks Note: The Mandatory experience shall be a demonstrable expertise in work relating to corporate and associated laws	15	CV as per format in Form - 6
5	Technical Presentation · Understanding of scope of assignment – 15 marks · Approach and methodology – 15 marks	30	Technical Presentation to Startup Odisha
<b>Total Marks</b>			<b>100</b>

In case Startup Odisha needs any additional resources with specific expertise for a certain duration of the assignment towards successful achievement of the desired outcomes, the same shall be deployed by the selected bidder as per mutually agreed terms and conditions.

\* Bidders who secure above 70 marks from the total (100 marks) in the technical proposal will be called for financial evaluation.

FINANCIAL EVALUATION (3rd Stage): The financial proposals of only those bidders qualifying the technical evaluation (2nd Stage) shall be opened at this stage in the presence of the bidders' representatives who wish to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

### 3.10. Evaluation Process:

QCBS method will be followed during the overall selection process. The financial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidders' representatives.

The lowest evaluated Financial Bid (Fm) shall be given the maximum financial score (Sf) of 100. The formula for determining the financial scores of all other bids shall be calculated as follows:  $Sf = 100 \times Fm/F$ , in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the bid under consideration. The weights given to the Technical (T) and Financial (P) Bids shall be:

$$T = 70, \text{ and } P = 30$$

Bids shall be ranked according to their combined scores, calculated using the technical score (St) and financial score (Sf) and the weights as follows:

$$S = St \times T\% + Sf \times P\%$$

The bidder, who has the highest score in the QCBS shall be called for further process leading to the award of the contract. The bid price will exclude taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final and shall not be subject to any

modifications on any account whatsoever. In case of a tie, the bidder having higher technical score will be considered the preferred bidder.

For the purpose of evaluation, the total evaluated cost shall be exclusive of all taxes & duties.

### **3.11. Performance Bank Guarantee: (PBG)**

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to 3% of the contract value from a scheduled commercial bank situated in Bhubaneswar in favor of "Chief Administrative Officer – Startup Odisha", as per the format at Annexure- II, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

### **3.12. Contract Negotiation**

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

### **3.13. Award of Contract**

After completion of the contract negotiation stage, the Startup Odisha will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for 2 years from the date of effectiveness of the contract. Sub-contracting/ outsourcing of any form shall not be allowed for any activities under this RFP.

### **3.14. Conflict of Interest**

Conflict of interest exists in the event of:

- a) conflicting assignments, typically monitoring and evaluation assessment of the same project by the eligible bidder
- b) Bidders, agencies or institutions (individuals or organizations) who have a business or family relation with the Startup Odisha directly or indirectly
- c) practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Startup Odisha as this would amount to their disqualification and breach of contract.

### **3.15. Disclosure**

- a) Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract. b) Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- c) Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
- i. a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct
  - ii. corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract
  - iii. failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions

### **3.16. Anti-corruption Measure**

- a) Any effort by Bidder(s) to influence the Startup Odisha in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b) A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Startup Odisha shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

### **3.17. Language of Proposals**

The proposal and all related correspondence exchanged between the bidder and the Startup Odisha shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

### **3.18. Cost of bidding**

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Startup Odisha shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **3.19. Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Hon'ble High Court, Odisha, Cuttack and Civil Court of Bhubaneswar only.

### **3.20. Confidentiality**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of Startup Odisha' antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Startup Odisha, the bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

### **3.21. Amendment of the RFP Document**

At any time before submission of proposals, the Startup Odisha may amend the RFP by issuing an addendum through Startup Odisha website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Startup Odisha may, at its discretion, extend the deadline for the submission of the proposals.

### **3.22. Startup Odisha's right to accept any proposal, and to reject any or all proposal/s**

The Startup Odisha reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

### **3.23. Copyright, Patents and Other Proprietary Rights**

Startup Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At Startup Odisha's request, the bidder shall take all necessary steps to submit them to the Startup Odisha in compliance with the requirements of the contract.

### **3.24. Force Majeure**

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Startup Odisha in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Startup Odisha in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Startup Odisha in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Startup Odisha reserves the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

### **3.25. Settlement of Disputes**

The Startup Odisha and the Bidders shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Bhubaneswar and the language of such proceedings and that of all documents and communications between the parties shall be in English. Executive Chairman – Startup Odisha will be the final authority to resolve the dispute arising between and the Startup Odisha and the Firm.

### **3.26. Disqualification of Proposal**

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid Proposal is not accompanied by all the requisite documents / information A commercial bid submitted with assumptions or conditions
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value Proposal is not properly sealed or signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices · Any other condition / situation which holds the paramount interest of the Startup Odisha during the overall section process

**Section 5**  
**Technical Proposal Submission Forms**



FORM – 1: COVERING LETTER  
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To  
The Chief Administrative Officer,  
Startup Odisha

Subject: Request for Proposal for Selection of Legal Service Providers [TECHNICAL PROPOSAL]

Dear Sir,

I/we, the undersigned, offer to provide the services on behalf of for the proposed assignment in respect to your Request for Proposal No: XXX, Dated: XX/XX/2023. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to 180 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I/we accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I/we have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.

In case, any provisions of this RFP/ ToR including our technical & financial proposals are found to be deviated, then Startup Odisha shall have rights to reject our proposal. I/we confirm that, I/we have the authority to submit the proposal and to clarify any details on its behalf.

I/we understand you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:  
Name and Designation:  
Address of Bidder:

FORM – 2:  
Bidder's Organization (General Details)

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Firm	
2	Profile of the Firm (Brief Description)	
3	Legal Status of Firm	
4	Country of Incorporation	
5	Registered Office	
6	Year of Incorporation	
7	Year of Commencement of Business	
8	Principal Place of Business	
9	PAN	
10	GST Registration No	
11	Telephone No.	
12	Fax No.	
13	E- Mail Address	
14	Particulars of Authorized Signatory of Bidder	Name: Designation: Telephone No.: Email Address: Mobile: Fax No:

Declaration

We hereby confirm that the details mentioned in the proposal are true and correct as per the records available with the applicant organization. The undersigned is the authorized signatory of the applicant organization for this purpose.

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Note: Bidders should submit the required supporting documents as mentioned above. Non submission of required documents as listed above will lead to rejection of the bid.

FORM -3  
Bidder Organization (Financial Details)

<b>Sl. No.</b>	<b>Turnover</b>	<b>Amount (In INR)</b>
1	FY 2020 - 21	
2	FY 2021 - 22	
3	FY 2022 - 23	
<b>Average Annual Turnover</b>		
<p>Supporting Documents:</p> <ul style="list-style-type: none"><li>· Audited certified financial statements for the last three FYs (Submission of copies of Income &amp; Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)</li><li>· Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected.</li><li>· No scanned copy will be entertained.</li></ul>		

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory of the bidder [In full initials with Date and Seal]:

Communication Address of the Bidder:

Note: Bidders should submit the required supporting documents as mentioned above. Non submission of required documents as listed above will lead to rejection of the bid.

FORM – 4  
(BIDDER'S PAST EXPERIENCE DETAILS)

Project Name:		
Country:		Professional Staff Provided by the Firm: No. of Staff: No. of Person Months:
Location within Country		
Name of Startup Odisha and Address		
Start Date (Month/Year):		Value of Services (In INR):
Completion Date (If Applicable) (Month/Year):		
Name of Senior Staff Involved (Project Director, Team Leader) involved and Functions Performed:		
Detailed narrative description of the project:		
Description of Actual Services provided:		

Note: Bidders are advised to use this format for submitting multiple proofs of work/projects

FORM - 5  
Information Regarding Any Conflicting Activities and Declaration Thereof

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

ON BIDDER'S LETTER HEAD

I/we, hereby declare that our agency is not indulged in any such activities which can be termed as the conflicting activities as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5).

I/we, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Startup Odisha which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]:  
Communication Address of the Bidder:

FORM – 6  
Format of Curriculum Vitae (CV) of Key Professional(s)

1.	<b>Name of Expert</b>	
2.	<b>Designation</b>	
3.	<b>Date of Birth</b>	
4.	<b>Years with Firm</b>	
5.	<b>Nationality</b>	
6.	<b>Qualification</b>	
7.	<b>Membership In Professional Associations</b>	
8.	<b>Languages Known</b>	
9.	<b>Employment Record</b>	
	<b>From:</b>	<b>To:</b>
	<b>Employer:</b>	
	<b>Position Held:</b>	
	<b>Details of Task Assigned</b>	
	<b>From:</b>	<b>To:</b>
	<b>Employer:</b>	
	<b>Position Held:</b>	
	<b>Details of Task Assigned</b>	

	<b>From:</b>	<b>To:</b>
	<b>Employer:</b>	
	<b>Position Held:</b>	
	<b>Details of Task Assigned</b>	
10.	<b>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>	

	<b>Project Name</b>	
	<b>Year</b>	
	<b>Location</b>	
	<b>Name of Startup Odisha</b>	
	<b>Project Features</b>	
	<b>Position Held</b>	
	<b>Activities Performed</b>	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:



**Section 5**  
**Financial Proposal Submission Forms**

FINANCIAL PROPOSAL COVERING LETTER  
(On Bidders Letter Head)

[Location, Date]

To  
The Chief Administrative Officer,  
Startup Odisha

Subject: Request for Proposal for Selection of Legal Service Providers [FINANCIAL PROPOSAL]

Dear Sir,

I/we, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal No.: XXX, Dated: XX/XX/2023. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures\*].

The above quoted amount is exclusive of the taxes. I/we do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 180 days. I/we have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the services accordingly.

I/we understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:  
Name and Designation:  
Address of Bidder:

ANNEXURE - 1  
BID SECURITY DECLARATION IN LIEU OF BID SECURITY

Date:

To  
The Chief Administrative Officer,  
Startup Odisha

I/We understand that, according to the RFP conditions, bids must be supported by a Bid Security Declaration In lieu of Bid Security.

If I/We declare that if we withdraw or modify the Bids during the period of validity etc.

I/We will be suspended for the time specified in the RFP and if I/We are awarded the contract and fail to sign the contract or fail to submit a performance security before the deadline defined in the request for proposals (RFP) document, they will be suspended for the period of time specified in the request for proposals document from being eligible to submit Bids/Proposals for contracts with the Procuring Entity.

Yours faithfully,

Authorized Signatory with Date and Seal:

[Signed: in the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)]

Name and Designation:

Address of Bidder:

ANNEXURE – 2  
BLACKLISTING DECLARATION

[Location, Date]

To Whomsoever It May Concern

We hereby declare that our firm, our associate/group firm has not been blacklisted by any Government/Registered Authority in India. We also acknowledge that in case of any misrepresentation of the information our proposal shall be rejected/terminated by the Employer which shall be binding on us.

Yours Faithfully,

ANNEXURE - 3  
FORMAT FOR POWER OF ATTORNEY  
(Notarised)

I,....., the(Designation) of (Name of the Organization) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <Designation of the person>of the company acting for and on behalf of the company under the authority has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favor authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature,  
Name & Designation of person executing attorney:  
Address of the Bidder: