

TENDER FOR ENGAGEMENT OF LAW FIRM AS LEGAL COUNSEL

**West Bengal Joint Entrance Examination Board
RUPANNA**

DB-118, Sector-1, Salt Lake City, Kolkata-700064
Website: www.wbjeeb.in

Notice No. WBE/Admin/NIT-03/2024-25

Dated: 30.10.2024

IMPORTANT NOTICE TO BIDDER -

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The submission and opening of bids will be done through e-tender portal of the Government of West Bengal (<https://wbtenders.gov.in>). Tender document can be downloaded from the website only.

TENDER INFORMATION:

Tender Reference No. WBE/Admin/NIT-03/2024-25, Dated: 30.10.2024

Work Item Title/ Description-

Engagement of Law Firm as Legal Counsel for PREPARATION OF REGULATIONS WITHIN THE SCOPE OF WEST BENGAL JOINT ENTRANCE EXAMINATIONS BOARD ACT,2014

Schedule of dates for e-tendering :

Sl. No	Activity	Date & Time
1	Publishing of e-tender	30.10.2024
2	Document download start date	31.10.2024 (After uploading of tender document)
3	Date of pre-bid meeting	06.11.2024 at 15.00 hrs
4	Start date of bid submission	07.11.2024 at 11.00 hrs
5	End date of bid submission	27.11.2024 at 15.00 hrs
6	Technical bid opening date	03.12.2024 at 15.00 hrs
7	Financial bid opening date	To be notified after evaluation of technical proposal.

Bid Validity: 120 days from the Bid Opening Date.

Duration of Assignment:

Engagement shall be valid for a term of 3 month, further extendable on Mutual Agreement.

Address of Correspondence/ for Bid Submission: e-Tender portal of the Government of West Bengal(<https://wbtenders.gov.in>)

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CHAPTER – I

INTRODUCTION:

WEST BENGAL JOINT ENTRANCE EXAMINATIONS BOARD(WBJEEB) is an autonomous body under the administrative control of Department of Higher Education. Govt. of West Bengal By way of an act namely” WEST BENGAL JOINT ENTRANCE EXAMINATIONS BOARD ACT,2014” and is situated at RUPANNA, DB-118, Sector-1, Salt Lake City, Kolkata-700064

GENERAL TERMS AND CONDITIONS:

1. The controlling stake in the law firm should be held by the Indian entity /person having a valid Permanent Account Number (PAN) issued by the Income Tax Department, Government of India and the law firm shall submit the declaration in this regard as given in Undertaking. Please note that bids with conditionality will be summarily rejected.
2. All interested Law firms meeting eligibility criteria are required to submit the application along with supporting documents & financial bid in the manner detailed below.
3. In case where less than 3 Bidder(s) meet the Eligibility criteria given in this tender document, then WBJEEB at its discretion modify the Eligibility criteria by giving information on the website: State Govt. E-tender portal (<https://wbtenders.gov.in>) and (www.wbjeeb.in)
4. Mere submission of Application and fulfilling of eligibility criteria with minimum marks does not entitle the Law Firm for engagement.

5. The actual technical cut off marks for engagement will be decided by WBJEEB in line with the scores of the eligible law firms.
6. The bids received shall be evaluated based on the evaluation criteria.
7. WBJEEB reserves the right to summarily reject the Applications for any of the reasons (i) not submitted in the prescribed format or (ii) do not meet any of the eligibility criteria or (iii) not accompanied with requisite documents/information or (iv) incomplete in any respect, without assigning any reasons thereof.
8. WBJEEB reserves the right to verify/cross check the information furnished/submitted by the Law Firm.
9. Engagement shall be initially for a period of three (3) months within which entrusted job to be completed.
10. WBJEEB reserves the right to review engagement of Law Firm and the present engagement of Law Firm can be cancelled at any point of time with a prior notice of 10 days.
11. The Law Firm shall furnish any information as required by WBJEEB regarding eligibility within 3 days of such demand including during the tenure of engagement.
12. Engagement of the Law Firm will be at the sole discretion of WBJEEB.
13. WBJEEB reserves the right to cancel/defer the entire process of engagement of Law Firm without any notice or assigning any reasons whatsoever.
14. The Bidder shall bear all costs associated with the preparation and submission of its response, and WBJEEB will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the process.
15. A Power of Attorney (POA) as per prescribed Annexure-F, duly notarized, indicating that the person(s) signing the bid has/have the authority to sign and the bid is binding upon the Bidder during the period of engagement with WBJEEB validity of any work awarded to the said Law Firm. POA is not required, if the Application and supporting documents are to be signed by Managing Partner of the Firm.
16. WBJEEB may, at its discretion, extend the date for the submission of application by suitable amendment published on the website: <https://wbtenders.gov.in> and www.wbjeeb.in in which case all rights and obligations of WBJEEB and applicants whose applications have already been submitted before the extension of this date shall remain unaltered.
17. SEEKING CLARIFICATIONS: To assist in the examination, evaluation and comparison of applications, WBJEEB may, at its discretion ask the Law Firms for clarification on its application. The request for the clarification and the response shall be in writing.

CHAPTER – II DETAILED SCOPE OF WORK

Formulation of Regulations within the ambit of WEST BENGAL JOINT ENTRANCE EXAMINATIONS BOARD ACT,2014” those are not contrary to the rules and notifications published by the Department of Higher Education, Government of West Bengal time to time.

CHAPTER – III PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

The following are the Pre-Qualification/ Eligibility criteria. Any bid not fulfilling any of the pre-qualification/ eligibility criteria shall be summarily rejected. The said Criteria as detailed along with documents which need to be submitted in proof of compliance to each of the criterions are detailed below:

Essential Criteria for applying:

Sr. No.	Criteria	Documents to be submitted
1	The law firm should have been in existence for a period for last 5 years upto 31.03.2024.	Attach relevant supporting document including partnership deed or incorporation certificate if available.
2	The law firm should have an office in Kolkata, West Bengal.	Declaration in this regard with full address of the office/all locations and details of Partners and Lawyers practicing therein.
3	The law firm should have an average annual turn-over of Minimum Rs 20 lakh for the last 4 years during the immediately preceding financial year upto 31.03.2024	Duly supported by CA certificate and audited annual accounts
4	A. The law firm should have a team of at least 5 lawyers	Attach relevant valid document including Appointment letters/ Engagement Letters/Deeds/ etc.
5	B. Out of the aforementioned 5 lawyers, 3 lawyers should have 10 years or more of practicing experience at Bar.	Attach (i) Certificate issued by Bar Council (ii) Orders/ Judgements evidencing his/her practice in past 10 years
6	The law firms should have completed/handled at least 3 assignments/cases of relevant stated works during the last 5 years.	Attach relevant valid document. (work order, Authority letter from client/ Any other documents issued from client)
7	The law firms should have been empanelled with at least 2 public sectors undertaking or an autonomous body under the Government of West Bengal/ Government of West Bengal.	Attach Engagement Letters.

EVALUATION MATRIX FOR ENGAGEMENT OF LAW FIRMS:

Sr. No.	Criteria	Sub- criteria	Prescribed marks	Maximum Marks
1	Existence of Law Firm	The law firm should have been in existence for a period for last 5 years up to 31.03.2024.	i) Firm having registration as on 31.03.2024 = 5 years: 10 Marks ii) Firm having registration as on 31.03.2024 > 5years <=10 years: 15 Marks iii) Firm having registration as on 31.03.2024 > 10 years: 20 Marks	20
2	Place of office	The Law Firm must have an office in Kolkata, West Bengal.	5 Marks would be allotted for having office at Kolkata, West Bengal.	5
3	Average Annual Turnover for last four years	Minimum Rs.20 Lakhs	i) Average Annual Turnover Rs 20lakhs: 10 Marks ii) Average Annual Turnover > Rs 20 lakhs<= Rs 40Lakh: 12 Marks iii) Average Annual Turnover > Rs 40Lakhs: 15 Marks	15

4	Strength of law firm	A. The law firm should have a team of at least 5 lawyers	i) Team of 5 lawyers: 10 marks ii) Team of 5 – 15 lawyers: 15 Marks iii) Team of above 20 lawyers: 20 Marks	20
		B. Out of the aforementioned 5 lawyers, 3 lawyers should have 10 years or more of practicing experience at Bar	i) 3 Lawyers with 10 years or more experience:5 Marks. ii) 5 Lawyers with 10 years or more experience:7 Marks iii)Above 5 lawyer Lawyers with 10 years or more experience:10 Marks	10
5	Experience of law firm	i) The law firms should have completed/handled at least 3 assignments/cases of similar nature.	i)3 assignments/cases: 10 marks. ii)4-5 assignments/cases: 15 marks. iii) Above 5 assignments/cases: 20 marks.	20
6	Empanelment of Law Firm in 2 public sectors undertaking or an autonomous body under the Govt. of West Bengal	The law Firm should have been empanelled in at least 2 public sectors undertaking or an autonomous body under the Govt. of West Bengal	i)2 Nos. Empanelment: 5 Marks ii)3-5 Nos. Empanelment: 7 Marks iii)Above 5 Nos. Empanelment: 10 Marks	10

Note: 1. Minimum qualifying marks is 55 out of 100.

CHAPTER – IV

INSTRUCTION TO BIDDERS:

Clause	Heading	Description/ Details
1	Cost of Bidding	The bidder shall bear all costs associated with the preparation and submission of its bid, and WBJEEB will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.
2	The Bidding Documents	a) The bidder is deemed to have examined all instructions, annexures, forms, terms and specifications in the bidding documents. Failure to furnish all and/or any information required and/or Ambiguous/ False/ Incorrect information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. B) Bidders are advised to submit bids strictly based on the terms & conditions and specifications contained in the Tender Document and not to stipulate any deviations. C) Each bidder shall submit only one bid, failure to comply will result in summary rejection of all the bids of the bidder.
3	Amendment to The Bidding Documents	WBJEEB may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. The Bid submission date may be extended at the discretion of the WBJEEB. Amendments, if any, made in these regards etc. will be provided in the form of Addendum to the Bidding Documents and shall be uploaded on the web site of the WBJEEB/ E-Tender Portal of the Govt. of West Bengal. No separate communication would be sent to the bidder individually in this regard and publishing of the clarifications/ answers in the WBJEEB web site shall be deemed to have been communicated to the prospective bidders and shall be binding on them.
4	Invitation to Bid	Bid will be submitted in Two parts ("TECHNICAL BID" & FINANCIAL BID) through E-tender portal as per prescribed annexures: PART 1: - Technical Bid comprising of the following: - • Application for Engagement on letter head of Firm • Profile Form of Law Firm • Bid Form • Declaration CUM Undertaking • Undertaking on No Conflict of Interest • Power of Attorney (if applicable) *Confidentiality Undertaking PART II: - Financial Bid to be filed in the Financial Bid Format. (As per Annexure I of this document) Note: Bidder's offer is liable to be rejected if they do not submit any of the certificates / documents sought in the tender/bid document as per enclosed annexures, additional T&C and Corrigendum if any.
5	Preparation of Bid	The Tender to be submitted through e-tender portal of Government of West Bengal only. A) All enclosures/supporting documents must be signed at every

		page. B) All the enclosures / supporting documents must be clear and legible. Illegible / unclear / dim documents shall not be taken into consideration.
6	Bid Validity	A) The bids will be valid for a period of 120 days from the last date of submission of bid. B) Notwithstanding clause (a) above, WBJEEB may solicit the bidder's consent to an extension of the period of bid validity. A bidder will neither be required nor permitted to modify its bid, while confirming extension of bid validity. C) A bidder may refuse the request, in which case, the bid shall be considered as withdrawn. D) However not withstanding any of the clauses and/ or conditions above, on expiry of the bid validity period, the bid shall be deemed to be valid till such time the bidder does not withdraw its bid formally by a written communication to WBJEEB. The bid shall be deemed to be valid for a period of seven working days on receipt of such written communication of the bidder by WBJEEB
7	Financial Bid	The Financial bid has to be submitted in the prescribed format. (Annexure I)
8	Instructions for Financial Bid	A) The quoted rate excluding GST will be considered for the purpose of evaluation as per evaluation methodology given in this tender document. B) Rates are to be quoted in Indian Rupees only. GST should be exclusive of the above cost and must be quoted separately. C) Quoted Rate in the financial bid should be inclusive of all other charges (except GST) required for satisfactory completion of work as per scope of work and terms & conditions etc. D) The WBJEEB shall endeavour to make the payment within 30 working days after raising the invoice complete in all aspects with supporting documents and handing over the regulations completed in all respect to the Registrar, WBJEEB. No interest charges for delay in payment, if any, shall be borne by the WBJEEB. E) No separate payment shall be made for costs associated with supporting staff deployed by the Law Firm and these shall be deemed included in the payment to be made F) The above quoted rates are valid for a period of 120 days from the last date of bid submission. G) Normally, applicable GST rate shall be same in case of all the bids. However, in case of difference, the same will be taken as may be ascertained by WBJEEB and will be acceptable to Bidder.
9	Submission of Bids	A) The bids complete in all respects should be submitted through the respective E-tender portal only B) WBJEEB reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all bids at its sole discretion without assigning any reason whatsoever. The bidder shall bear all costs associated with the preparation and submission of its

		bid, and WBJEED will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tender process.
10	Deadline for submission of Bids	Bids must be submitted through e-tender portal not later than the time and date specified. The WBJEED may at its discretion extend this deadline for submission of bids by amending the tender document.
11	Tender Clarifications prior to bid submission	A) All queries received on or before the day of pre-bid meeting of the e-tender at the email www.wbjeeb.in will only be deliberated upon for any Clarifications / Corrigendum / Addendums etc. B) Any Clarifications / Corrigendum / Addendums etc. will be posted on website: https://wbtenders.gov.in & www.wbjeeb.in and no individual communication will be sent. Posting on the website would be deemed as if WBJEED having communicated to all prospective bidders. C) The Clarifications / Corrigendum/ Addendums etc. thus communicated will form an integral part of the TENDER and succeed the relevant clauses for future reference. D) Any irrelevant / ambiguous/ mischievous/ hampering public procurement etc. clarification as determined by WBJEED at its sole discretion will not be entertained and may not be clarified and/or deliberated upon.
12	Bid Opening	AS per schedule
13	Evaluation of Bids	WBJEED will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations. If a bid is not substantially responsive, it may be rejected by the WBJEED without seeking any clarifications.
14	Clarification of Bids	A) During evaluation of the bids, the WBJEED may at its discretion, ask the Bidder for clarification of its bid. The bidder has to submit the clarification as desired by WBJEED within the specified time period. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted. B) No Bidder shall contact the WBJEED on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the WBJEED, it should be done in writing. C) Any effort by a Bidder to influence the WBJEED in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and WBJEED will declare the firm ineligible from participation in future tenders of WBJEED D) Unsolicited clarification to the

		Bid and/or change in price during its validity period would render the Bid liable for outright rejection.
15	Evaluation Procedure for Engagement & Award of Work	A) For engagement, the evaluation shall be done as under: The Bidders securing minimum qualifying marks 55 out of 100 as per the evaluation matrix mentioned in Chapter III will be shortlisted for opening the financial bids. Engagement of Law firms will be restricted to 1 (One) Law Firm. B) The bidder submitted the lowest financial bid will be selected for the transaction, normally. In the case of a tie in financial bid, the bidder who has a higher technical score will be selected.
16	Corrupt or Fraudulent Practices	The Bidder shall observe the highest standard of ethics during the execution of the contract. WBJEED will reject a proposal for award if it determines that the Bidder, recommended for award, is engaged in corrupt or fraudulent practices in competing for the contract in question and also will declare a firm ineligible, either indefinitely or for a period of time to participate in any tender of WBJEED.
17	Defect Liability	The bidder warrants that the delivered Services provided as per scope of work, shall be free from defects that prevent the Procedure/System and/or any of its components from fulfilling the Technical Requirements or that limit in a tangible/ intangible manner/ obstacle the performance, reliability, or extensibility of the System and/or Subsystems.
18	Non-Disclosure	The selected bidder shall not, without WBJEED's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of WBJEED or get access to in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
19	Jurisdiction	The High Court of Kolkata will have exclusive jurisdiction to entertain the disputes between parties.
20	Miscellaneous	a) WBJEED is a Government autonomous organization, and its aims, structure and way of working is within the guidelines of the Govt. of West Bengal b) Alterations, if any in the bid document should be attested properly by the bidder, failing which the bid is liable to be rejected. c) The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and WBJEED, shall be written in the English language. d) WBJEED reserves the right to inspect the performance of the bidder prior to commencement or in between the work progress. The inspection may cover all areas related to the

		<p>assigned work, especially methodology, manpower, infrastructure etc.</p> <p>e) Under no circumstances the bidder shall be eligible for any payment for non- completion of work within the stipulated time period.</p> <p>f) The selected bidder automatically agrees with WBJEEB for honouring all aspects of fair-trade practices in executing the workorders placed by WBJEEB</p> <p>g) The bidder having submitted bid offer for this tender is deemed to agree, acknowledge and accept that any printed terms and conditions of the bid documents.</p> <p>h)A duplicate physical hard copy of the Technical Bid along with all relevant documents to be submitted in proper sealed envelope addressing the Registrar, WBJEEB,RUPANNA,DB-118,Sector-I, Salt Lake City, Kolkata-700064 within the bid submission date and time positively.</p> <p>.</p>
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ANNEXURE-A

APPLICATION FOR ENGAGEMENT OF LAW FIRM AS LEGAL COUNSEL-

(All details in form below must be supported by the supporting documents as mentioned in pre-qualification/eligibility criteria)

Sl. No.	Particulars	Response of the Law firm (documentary proof to be attached).
1	Name of the Law Firm	
2	Year of establishment / Formation of the Law Firm (Attach supporting documents)	
3	GST Number (Attach supporting documents)	
4	PAN Number (Attach supporting documents)	
5	Name(s) & Contact Details (E-Mail, Ph. Nos.etc.) of Managing Partners	
6	Name & contact details of the authorized person for single point interaction with WBJEEB	
7	Kolkata Office Address & contact details of the Bidder	
8	Average Annual Turnover for last four financial years. Duly supported by Auditor/CA certificate and Audited Annual Accounts.	F.Y. 2023-24 INR. F.Y. 2022-23 INR. F.Y. 2021-22 INR. F.Y. 2020-21 INR.
9	Total No. years of Experience of the Law Firm (Attach supporting documents)	
10	Strength of Law Firm i)No of Lawyers in law firm ii) No. of Lawyers having experience mentioning no. of years (Attach supporting documents)	
11	No of assignments/cases completed of this nature and details of each cases/assignment. (Attach supporting documents)	
12	No. of empanelment with Public Sector Undertaking or an autonomous body under the Govt. of West Bengal along with details (Attach supporting documents).	

Declaration:

I hereby declare that I have verified the details indicated above and also confirm that all the information submitted is true to the best of my knowledge.

(Signature _____)

Name: _____)

(Managing/ Authorised Partner)

ANNEXURE- B

BID FORM:

(To be submitted on the firm's letter head and signed by an authorized person -
Documentary proof authorizing the person by the bidder to be attached)

To,
The Registrar
WEST BENGAL JOINT ENTRANCE EXAMINATIONS BOARD
RUPANNA, DB-118, Sector-1, Salt Lake City, Kolkata-700064

Ref: Bid document No.

Dated:

Sir

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, I/We, the undersigned is deemed to have accepted without any violations and/or deviations etc. pertaining to the tender scope, validity of quoted rates in line & pursuance to the schedule of requirements & all terms & conditions of the tender and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the tender documents. We agree to abide by this bid for a period of 120 Days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of ten working days, it will

be deemed to be valid until such time that I/we formally withdraw my/our bid.

Herein, we declare:

1. That we have a team of technically qualified officials and have state-of-the-art infrastructure, and that our premises are equipped with all the facilities.
2. We hereby offer to supply the Services at the prices and rates mentioned by us in the Financial Bid format/Schedule.
3. We have satisfied itself as to the correctness and sufficiency of the Contract Price cover all its obligations under the Contract.
4. We have submitted the complete Technical bid and Financial Bid as required by you.
5. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to serve as per these terms and conditions.
6. Certified that the bidder is a company/firm and the person signing the document is the constituted attorney/ managing partner of the firm.
7. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.
8. An undertaking in Rs.100/- stamp paper on compliance of tender specification and terms and conditions is attached (Annexure-C).

Dated this ___ day of ____ of 2024.

Details of enclosures- Appendix of Undertaking to be provided on stamp paper

Signature of Authorised Signatory of

Bidder

Official

Address: _____

Telephone No.

Telegraphic Address:

E-mail

Contact Person Name:

Contact Person Mobile No:

Contact Person email:

ANNEXURE-C

DECLARATION CUM UNDERTAKING

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.100/-DULY NOTARIZED)

I, _____ the Managing Partner / Authorized signatory of _____ (mention name of the Law Firm and its address) do here by solemnly affirm and

declare as under: -

1. That our Firm / Company i.e. (_____ mention name of the Law Firm) has applied in response to the tender floated by WBJEEB for Engagement of Law Firm as Legal Counsel for WBJEEB
- 2 We hereby declare that the controlling stake in the law firm should be held by the Indian entity / person and name of same is _____
2. We have understood the instructions; Eligibility Criteria and the terms and conditions mentioned in the tender and have thoroughly examined the detailed scope of work laid down by you. We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the tender document.
3. That all the information, documents and declarations submitted in/with our application are true & correct to the best of our knowledge and understanding.
4. We understand that any misrepresentation/ statement in the Application (even if found later) may lead to disqualification or removal from the Panel of Law Firms. Further, we agree to indemnify WBJEEB against any loss due to this and WBJEEB may take any action as deemed fit.
5. We declare that the controlling stake in the law firm is held by the Indian entity.

DEPONENT

VERIFICATION

I/we _____ the above-named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to __5__ are true and correct to the best of *my/ our knowledge and belief and nothing is concealed there from.

Verified at _____ this _____ day of _____ 2024

DEPONENT

UNDERTAKING FOR NO CONFLICT OF INTEREST

(To be submitted on the letterhead of the Bidder)

To,

The Registrar

WEST BENGAL JOINT ENTRANCE EXAMINATIONS BOARD

RUPANNA, DB-118, Sector-1, Salt Lake City, Kolkata-700064

Dear Sir,

1. We hereby certify that we have not been suspended or banned or de-listed or black-listed by any Government or Quasi-Government agencies or PSU's including WBJEEB.
2. The bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3. If the bidder is found to be involved in a conflict of interest situation with regard to the present assignment, the WBJEEB may choose to terminate this contract. In case of any change in the status of the above, any time hereinafter, we will immediately inform WBJEEB of the same.

Signature of the Bidder with seal:

Dated this __ day of ___ of 2024

Name of the bidder: -

Designation: -

ANNEXURE-E

CONFIDENTIALITY UNDERTAKING

It is certified that any and all information provided to..... [Name of the bidders]
by

WBJEEB shall be deemed to be Confidential Information (whether marked "confidential" or not) and[Name of the bidders] shall safeguard the said information with a great degree of care to ensure its confidentiality.[Name of the bidders] will use such information solely for the purpose for which it was disclosed and will not disclose, distribute, or disseminate the information to any third party (except its own employees on a need to know basis and after ensuring that they are made aware of and undertake to treat all such information as confidential). The period for which such information shall be treated as confidential from the date of its disclosure, irrespective of the period of the agreement or its earlier termination... [Name of the bidders] agrees that damages is not an adequate remedy to WBJEEB in case of any unauthorized disclosure and WBJEEB shall have full rights to obtain any mandatory or injunctive relief from a Court to enforce this provision of confidentiality in case.....[Name of the bidders] is declared a successful bidder and is engaged by WBJEEB for this engagement.

It is further certified that the legal documents and other relevant documents, which are to be submitted by..... [Name of the bidder] to the WBJEEB will not be disclosed to any other agency / person without prior permission of the WBJEEB and will be treated as strictly confidential.

Seal with Signature of
the authorized signatory of
the bidder

ANNEXURE-F

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY:

(TO BE SUBMITTED IF THE APPLICATION IS NOT SUBMITTED BY MANAGING PARTNER ON NON-JUDICIAL STAMP PAPER OF RS.100/-DULY NOTARIZED)

Know all men by these presents, We, [name of entity and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr. / Ms.[name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for Engagement of Law Firm as Legal Counsel - WBJEEB (the "Client"), including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Application.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of entity], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year 2024"].

For [name and registered address of entity]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

[Signature]

[Name]

[Designation]

ANNEXURE-G

FINANCIAL INFORMATION OF THE APPLICANT

(On Auditor/Chartered Accountant letterhead)

We the Statutory Auditor/Chartered Accountant of M/s_____ (name of Law Firm), having verified the books of accounts, do hereby certify the following information:

Financial Year Annual Turnover

(INR

Lakhs)

2023-24

2022-23

2021-22

2020-21

We further certify that the average annual turnover of the Applicant _____ (Name of the Law Firm) for the last four financial years is INR____ Lakhs

This certificate is issued based on verification of the Audited Financial Statement/ Annual Accounts for the above period submitted by the Law Firm.

Name & Signature of Chartered Accountant:

Membership Number:

Place:

Date:

ANNEXURE-H

FINANCIAL BID:

NAME OF THE LAW FIRM: _____

Consolidated Rate inclusive of all taxes and charges except GST: INR-----

Note:

- a). The rate excluding GST quoted will be considered for the purpose of evaluation as per evaluation methodology given in this tender document.
- b) Rates are to be quoted in Indian Rupees only. GST should be exclusive of the above cost and must be quoted separately.
- c) Quoted Rate in the financial bid should be inclusive of all other charges (except GST) required for satisfactory completion of work as per scope of work and terms & conditions etc.
- d) No separate outstation TA/DA/Air Travel expenses shall be admissible for entire scope of work except in specific circumstances where approval of WBJEEB shall be solicited.
- e) The WBJEEB shall endeavour to make the payment within 45 working days after raising the invoice complete in all aspects with supporting documents and handing over to Officer designated for this purpose. No interest charges for delay in payment, if any, shall be borne by the Board.
- f) No separate payment shall be made for costs associated with supporting staff deployed by the Law Firm and these shall be deemed included in the payment to be made for blended hours quoted by the Law Firm.
- g) The above quoted rates are valid for a period of 120 days from the last date of bid submission including the mutually agreed extended period, if arises.
- i) Normally applicable GST rate shall be same in case of all the bids. However, in case of difference, the same will be taken as may be ascertained by WBJEEB and will be acceptable to Bidder.

(Signature of the Authorised Person)

Office Seal
