



**भाण्डागारण विकास और विवियामक प्राविकरण
भारत सरकार**

F.No. H-11026/1/2023-IT/ 28/8

Date: -18/01/2023

**Warehousing Development and Regulatory Authority
Government of India**

NCUI Building, 4th Floor, 3, Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi - 110016, Tel. No. 49536496, 49092978,

**Short Term Request for Proposal (RFP) for engagement of Reputed Law Firm to
review the proposed amendment to W (D&R) Act, 2007**

The Warehousing Development and Regulatory Authority (WDRA) invites Short Term Request for Proposal (RFP) from reputed Law Firm having vast experience/expertise in dealing with cases of Govt. Departments/PSUs/Autonomous Bodies relating to advisory on Legislative matters e.g. drafting of Act or it's amendment or drafting of Subordinate Legislation or Government Policy Matters. The interested reputed Law Firms may submit their RFP in the prescribed format along with application fee of Rs. 5000/- (Rupees Five thousand only) to the "Warehousing Development and Regulatory Authority" by 25th January, 2023 at 14:00 hours. Bid without application fee shall be summarily rejected.

Individual advocates/proprietorship law firms are not eligible to participate in the RFP. Law Firms should check their eligibility before submission of RFP. The requisite RFP form along with detailed terms & conditions can be downloaded from the Authority's website: <https://wdra.gov.in>

Place : New Delhi

**(Jeetesh Sharma)
Director (A&F)**

Date: 18.01.2023

1. Introduction

The Warehousing Development and Regulatory Authority (WDRA), a statutory regulatory authority constituted by an Act of Parliament under the Warehousing (Development and Regulation) Act, 2007, came into existence from 25.10.2010. The mission of the Authority is to establish a Negotiable warehouse receipt (NWR) system for all commodities including agricultural commodities through a network of registered warehouses throughout the country, making the NWR a prime tool of trade and facilitate finance against it and at the same time allow the banks to improve the quality of their lending portfolio as well as enhance their interest in lending in respect of goods deposited in the registered warehouses.

The main functions of WDRA are as under:

- (a) Implementation of the Act
- (b) Implementation of Negotiable Warehouse Receipt (NWR) System
- (c) Registration of Warehouses – having adequate facilities & safeguards satisfying financial, managerial & other criteria as prescribed.
- (d) To promote scientific warehousing of goods
- (e) To improve fiduciary trust of depositors & banks in Negotiable Warehouse Receipt System

2. Objective of amendments to the Warehousing (Development and Regulation) Act 2007

Background

Since its inception, WDRA has been registering warehouses and regulating them to ensure that the warehouses have facilities and equipment and follow procedures for scientific storage so as to avoid any loss to the quality and quantity of the stored goods. Despite WDRA's best efforts, the growth of the regulated warehousing has remained slow. The existing regulation does not mandate the registration. Therefore, the warehouse owners are reluctant to come under the Regulatory fold and upgrade facilities/infrastructure of the warehouses as per requirements of the regulation for long term storage.

WDRA implemented Transformation Plan as approved by the Government and migrated to IT based online warehouse registration and electronic Negotiable Warehouse Receipt (e-NWR) ecosystem in September 2017. WDRA notified new rules and regulations and engaged two repositories namely, M/s National e-Repository Limited (NERL) and M/s CDSL Commodity Repository Limited (CCRL) for management of e-NWRs.

The existing provisions in the Act appear to have impacted the WDRA's operations and growth of the NWR market. Registration of warehouses with WDRA is optional. WDRA cannot regulate those warehouses which are not registered with it. Banks are financing through ordinary warehouse receipts as well. This is one of the major reasons hindering standardization of warehouses and extending the regulations to all warehouses and bringing them within the ambit of the Act throughout the country. WDRA cannot impose penalties against warehouses which are not registered with it as per existing regulations. Therefore, all warehouses need to be brought within the ambit of regulations and the quantum of penalties for various types of violations by warehousemen and various intermediaries need to be specified to increase the confidence of the stakeholders in WDRA registered warehouses.

Therefore, the Act needs to be amended in order to address the above issues taking into account of the following aspects: -

- (i) Mandatory Registration of Warehouses.**
- (ii) Removal of Accreditation agency.**
- (iii) Amendments in the Powers of the Authority empowering WDRA with penaltypowers for effective regulation.**

3. Terms of Reference (TOR)

Following is the Terms of Reference (TOR):

WDRA has drafted the proposed amendments in the WDRA Act for introduction of

the "W(D&R) Amendment Bill, 2022". The Law Firm has to review the proposed amendments taking into account the background narrated above and shall execute in the following tasks:

- (a) Review the proposed amendment to WDRA Act (*viz. study of WDRA proposals, communications with DFPD and comments of Legislative dept qua with the latest draft of bill, etc.*)
- (b) Furnishing the result of review & suggestion in the form of legal opinion.
- (c) Examining observations/issues which are referred by WDRA or those emanating from stakeholder consultations.
- (d) Any other matter incidental to the above.

4. Submission of RFP

The applicant shall submit the bid in the prescribed formats for Technical and Financial Bid in SEPARATE SEALED COVERS. The Technical Bid as per clause (11) should be submitted in sealed cover superscribing "Technical Bid for engagement of Law Firm for review of WDRA Act". The Financial Bid in "Annexure-I" should be submitted in sealed cover superscribing "Financial Bid for engagement of Law Firm for review of WDRA Act". **Both the envelopes should be put in one large envelope** and superscribed "RFP For Engagement for Law Firm for review of WDRA Act" and submitted at the undernoted address: -

**Director (A&F),
Warehousing Development and Regulatory Authority,
NCUI Building, 4th Floor,
3, Institutional Area,
August Kranti Marg, Hauz Khas,
New Delhi - 110016.**

The Bid shall be submitted on or before 25th January, 2023 upto 14:00 hours.

The Technical Bid shall be opened on 25th January, 2023 at 14:30 hours at WDRA office. In case the date falls on holiday, the bid shall be opened on next working day.

Bid received late shall not be entertained and ignored. Conditional Bid shall be rejected.

5. VALIDITY OF THE BID

The Bid should be kept valid for a period of 30 days from the date scheduled for opening of Technical Bid.

6. WITHDRAWAL OF BID

A Bidder wishing to withdraw its Bid shall notify the Authority in writing prior to the deadline prescribed for Bid submission. The withdrawal notice shall be forwarded to the Authority at the address named in the Bid Documents and bear the Law Firm name, and the words "BID WITHDRAWAL NOTICE." Bid withdrawal notices received after the Bid submission deadline will be ignored and the submitted Bid will be deemed to be a validly submitted tender.

No Bid can be withdrawn or modified in the interval between the Bid submission deadline and the expiration of the Bid validity period. Withdrawal or modification of a Bid during this interval shall result in Bidder's forfeiture of its application fee and black listing for three years.

7. AMENDMENTS OF BID DOCUMENTS

At any time prior to the deadline for submission of tenders, the Authority may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, issue amendments / addendums / corrigendum / clarifications to the bidding documents.

The amendments / addendums / corrigendum / clarifications to the bidding documents will be notified by uploading the same on the WDR website only and will be binding on them. No separate communication will be made.

In order to afford prospective bidders, reasonable time to take the amendment / addendums / corrigendum / clarifications into account in preparing their bid, the Authority may, at its discretion, extend the deadline for the submission of tenders.

8. APPLICATION FEE

The bidder shall deposit Application Fee of Rs. 5000/- (Five thousand only) through digital mode in the WDR Bank Account and the copy of deposit receipt be attached with the bid. The application fee will be refunded to the unsuccessful bidder after conclusion of the tender. No interest shall be payable on the

application fees. Bid without application fee shall be summarily rejected.

The detail of WDRA Bank Account for deposit of application fee is given below: -

Beneficiary Name: Warehousing Development and Regulatory Authority

Bank Name: State Bank of India

Bank Account No.: 00000040676378009

IFS Code: SBIN0007407

Branch Name: Asian Games Village Branch, New Delhi.

9. Performance Security:

The successful bidder shall have to furnish Bank Guarantee or FDR in favor of Warehousing Development and Regulatory Authority for an amount equal to 3% of the work awarded value, within a period of seven days from the date of award of work valid up to the period of engagement.

10. Timeline

The Law Firm will have to complete the assignment mentioned under clause-14 within a period of Three (03) months from the date of issue of award letter.

11. Technical Qualification Criteria

The bidder shall have to fulfill the criteria and submit the documents mentioned below:-

Sr. No.	Eligibility Criteria	Documents to be submitted by the Law Firm	Format for submission
(1)	(2)	(3)	(4)
1.	Law Firm should have office in Delhi/NCR.	Submit documentary proof showing in Delhi/NCR	Format-1
2.	The Bid document should be signed by the authorized signatory	1. If Partnership Firm: Submit authorization letter in favour of partner signing the Bid. 2. If LLP: Submit letter of Authorization /Power of Attorney in favour of the partner signing the Bid. 3. If Company: Submit BOD resolution /Power of Attorney in favour of person signing the Bid.	Format-2
3.	The Law Firm should have in existence for a minimum period of 10 years.	1. If Partnership Firm: Submit copy of Partnership Deed. 2. If LLP Submit Copy of Limited Liability Partnership Agreement. 3. If Company: Submit copy of Certificate of Incorporation	Format-3

4.	The Law Firm should have minimum two (02) partners.	Submit: 1. Detail of partners in a tabular form showing name of the partners, Enrolment no. with Bar Council, qualification, No.of years in practice. 2. Copy of enrolment certificate with Bar Council.	Format-4
5.	The Law Firm should have minimum ten (10) Lawyers (besides partners)	Submit : Detail of Lawyers in a tabular form showing name of the Lawyers, Enrolment no. with Bar Council, No. of years in practice.	Format-5
6.	The Law Firm should have handled at least one (01) assignment relating to advising on legislative matters e.g. giving inputs on formulation of (i) an Act or it's amendment or (ii) Subordinate Legislation or (iii) Government policy matters for Govt. Depts./PSUs/Autonomous Bodies.	Submit: Copies of certificate/work order/ any document to prove the assignment(s) issued (in the name of Law Firm or existing partners) by the Govt. Departments/PSUs/Autonomous Bodies for which such work has been done.	Format-6

7.	Legal Firm should have minimum average turnover of Rs. Five (05) crore during last three financial years (2019-20, 2020-21, 2021-22)	Submit: Certificate from the Chartered Accountant Firm	Format-7
8.	The Legal Firm may have preferably one (01) or more "Advocate on Record (AOR)".	Submit: Copy of certificate of "Advocate on Record".	Format-8

Note: -

1. Bids shall be **submitted in the prescribed Formats only** as mentioned in col.(4) of the above table. The requisite documents attached with the "formats" should be serially numbered.
2. The Law Firm must have office in Delhi/NCR failing which bid shall not be considered.
3. Individual advocates/proprietorship law firms are not eligible to participate in the RFP.
4. Bids not submitted along with the documents mentioned above shall be summarily rejected.
5. WDRA reserves the right to accept or reject any or all the bids at any stage of the process without assigning any reason thereof and no claim/dispute in this regard shall be entertained and decision taken by WDRA will be binding on bidders.

12. Evaluation of Bid

The bids shall be evaluated at two stages i.e. Technical evaluation and Financial evaluation on the basis of criteria and score mentioned against each parameter. The detailed evaluation criteria and scoring for Technical and Financial Bids are given below:-

Evaluation of Technical Bid

The technical qualification criteria mentioned under sl. no. (11) will be assigned weightage against each technical parameters in the following manner:-

Sl. No	Technical qualification criteria	Maximum Marks	Scoring system	
1.	Law Firm should have office in Delhi/NCR.	_____	_____	
2.	The Bid document should be signed by the authorized signatory	_____	_____	_____
3.	The Law Firm should have in existence for a minimum period of 10 years.	15	Year	Score (Marks)
			10 years	10 marks
			Each additional Year	1 mark (upto Max. 5 marks)
4.	The Law Firm should have minimum two (02) partners.	15	No. of Partners	Score (Marks)
			2 Partners	6 marks
			Each Additional Partner	3 marks (upto max. 9marks)
5.	The Law Firm should have minimum ten (10) Lawyers (besides partners)	20	No. of Lawyers	Score (Marks)
			10 Lawyers	10 marks
			Each Additional Lawyers	1 mark (upto max. 10 marks)
6.	The Law Firm should have handled at		Assignments	Score (Marks)

	least one (01) assignment relating to advising on legislative matters e.g. giving inputs on formulation of (i) an Act or it's amendment or (ii) Subordinate Legislation or (iii) Government policy matters for Govt. Depts./PSUs/Autonomous Bodies.	25	1 Assignment	10 Marks
			Each Additional assignment	5 marks (upto max. 15 marks)
7.	Legal Firm should have minimum average turnover of Rs. Five (05) crore during last three financial years (2019-20, 2020-21, 2021-22)	20	Turnover (Rs./crore)	Score (Marks)
			Rs. 5.00 cr.	10 Marks
			Each Additional Rs. 1.00 cr	1 mark (upto max. 10 marks)
8.	The Legal Firm may have preferably one (01) or more "Advocate on Record (AOR)".	5	AOR	Score (Marks)
			1	5 marks (max.)
Total		100		

Basis of Technical Bid Evaluation

- The technical bid will be evaluated and marks shall be assigned to each bidder on the basis of the above mentioned criteria.
- The minimum qualifying mark shall be **50**. The bidder with less than the qualifying mark shall be disqualified and shall not be considered for further evaluation.
- If required the Authority may seek specific clarification or documents based on the information furnished by the bidder in the bid from any or all bidder(s) at this stage.
- The scoring of Technical Bid "**St**" of the bidder shall be derived as under: -

St = (Stm/SH)*100, Where:

St is the Technical Bid Score.

Stm = Score obtained by the concerned bidder.

SH = Highest total Technical Bid Marks amongst all evaluated eligible bids.

- e) The weightage of Technical Bid shall be 60%.

13. Financial Bid

- a) The fee may be quoted in the proforma enclosed at Annexure-I.
- b) The fee will be inclusive of all charges of whatsoever nature.
- c) The fee will be INCLUSIVE of all taxes including GST if any.
- d) Invoice to be raised indicating PAN no. of the Firm. Fee will be subject to deduction of TDS.
- e) No TA/DA or any incidental expenses shall be paid.
- f) Conditional bid shall be summarily rejected.
- g) The Financial Bid shall be opened only of those bidders who will be found qualified in technical evaluation.

Basis of Financial Bid Evaluation

- a) The scoring of Financial Bid "Sf" of the bidder shall be derived as under:-

$Sf = (FL/F) \times 100$, Where:

Sf is the Financial Score

FL is the lowest quoted price in the Financial Bid

F is the price quoted by the bidder under consideration.

- b) The weightage of Financial Bid shall be 40%.

Combined Evaluation of Technical and Financial Bids

The total score of the bidder will be derived as under:

Total Score (Ts) = (0.60*St) + (0.40*Sf)

14. Payment Terms

Stage	Milestone	Payment (as %of Total Fee)
1.	On award of work.	10%
2.	After review of proposed amendment to WDRA Act and discussion /deliberation with WDRA officials, examining communications with DFPD and submission of review & suggestion in the form of legal opinion.	30%
3.	Examination of the observations/issues emanating from the Stakeholder consultation and on submission of opinion by Law Firm.	15%
4.	On submission of Final report and draft Bill by the Law Firm, after considering the deliberation made with WDRA on opinion mentioned at sl. no. (3) and its acceptance thereof by WDRA.	15%
5.	Preparation and final submission of draft note for the Ministry.	30%

Note: Payment of 10% mentioned under Row (1) above i.e. “On award of work” will be released on submission of Bank Guarantee (BG) by the Law Firm valid for a period upto the completion of the second stage of assignment (Item 2 in table) for the sum equivalent to 10% of the work award value. This BG will be released to the Law Firm at the time of release of payment for second stage assignment. In case the law firm decides not to exercise the option of taking advance payment on the award of work, in that eventuality the balance 10% of the value of the awarded work shall be released at the time of release of the payment for the Second stage.

15. Bank Detail of the Bidder

The payment shall be made through E-Payment system for which the bidder shall provide the following details immediately after commencement of contract:

- (i) Name of Bank
- (ii) IFSC code
- (iii) Beneficiary Account Number
- (iv) Beneficiary Name

16. Confidentiality

The successful Bidder shall maintain strict confidentiality of all the documents, information, data coming in possession of the successful Bidder as a result of awarding the work and also any oral, written or other information disclosed for any other purposes shall be considered as confidential information passed on to the successful bidder.

17. TERMINATION

Warehousing Development and Regulatory Authority (WDRA) may terminate this contract at any point of time in the event of material breach of the contract by the other party. WDRA may also terminate the contract in the event of the successful bidder having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this bid or any of the terms and conditions governing the contract. In such eventualities, the performance security shall be forfeited by the Authority.

18. Force Majeure

The successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the successful Bidder and not involving bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of Authority either in its sovereign or contractual capacity, wars or rebellion, fires, floods, epidemics, quarantine restrictions and freight embargoes.

In a Force Majeure situation arises, the successful Bidder shall promptly notify Authority in writing of such conditions and the cause thereof. Unless otherwise directed by Authority in writing, successful Bidder 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 successful Bidder unable to fulfill its obligations due to Force Majeure will immediately:

- a) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure;
- b) Use all responsible endeavors to avoid or remove the cause and perform its obligations.

19. LAWS GOVERNING THE CONTRACT

The contract will be governed by the laws of the country in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in New Delhi.

20. AGREEMENT

The successful Bidder shall execute a formal agreement on a non-judicial stamp paper of appropriate value.

21. ARBITRATION

Any dispute or difference whatsoever arising between the parties relating to construction, Interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The place and seat of Arbitration will be at New Delhi.

(Jeetesh Sharma)
Director (A&F)

(Annexure-I)

Warehousing Development and Regulatory Authority

Bid for Engagement of Law Firm

FINANCIAL BID

Name of the Law Firm	Fee quoted (Rs.)
	Rs. _____
	(In words: Rupees _____)

Note: Financial bid shall be as per the terms and condition mentioned under “Financial Bid” clause -13 and payment terms clause- 14.

Name of authorized person:

Designation:

Date:

Seal of the Law Firm

FORMAT-1

FORMAT FOR LAW FIRM HAVING OFFICE IN DELHI/NCR [Refer clause 11(1)]			
Name of the Law Firm	Address of office situated in Delhi/NCR	Document to be attached (serially numbered)	Sl. no. of document enclosed
		Proof of Office Address	

Name of authorized person:

Designation:

Date:

Seal of the Law Firm

FORMAT-2

FORMAT FOR SUBMISSION OF AUTHORISATION LETTER TO SIGN THE BID DOCUMENTS [Refer clause 11(2)]		
Name of the person authorized to sign the bid document	Detail of documents attached (serially numbered)	Sl. no. of document enclosed
	Relevant document mentioned in clause 11(2)column (3) 1. 2.	

Name of authorized person:

Designation:

Date:

Seal of the Law Firm

FORMAT-3

FORMAT FOR LAW FIRM'S YEARS OF EXISTENCE [Refer clause 11(3)]			
Nature of Law Firm	Date of incorporation/establishment	Detail of documents attached (serially numbered)	Sl. no. of document enclosed
		Relevant document mentioned in clause 11(3)column (3) 1. 2.	

Name of authorized person:

Designation:

Date:

Seal of the Law Firm

FORMAT-4

FORMAT FOR DETAIL OF PARTNERS [Refer clause 11(4)]					
Name of the Partner	Bar Council's enrolment no. and date	Qualification	No. of years in Practice	Detail of documents attached (serially numbered)	Sl. no. of document enclosed
1.				Relevant document mentioned in	
2.				Clause 11 (4)	
3.				column	
4.				(3)	
5.					
6.					
7. (Add if more partners)					

Name of authorized person:

Designation:

Date:

Seal of the Law Firm

FORMAT-5

FORMAT FOR DETAIL OF LAWYERS		
[Refer clause 11(5)]		
Name of the Lawyers	Bar Council's enrolment no. and date	Number of years in Practice

Name of authorized person:

Designation:

Date:

Seal of the Law Firm

FORMAT-6

Format for minimum one (01) assignment relating to advisory on Legislative matters e.g. drafting of Act or it's amendment or drafting of Subordinate Legislation or Government policy matters for Govt. Depts./PSUs/Autonomous Bodies.

[Refer clause 11(6)]

Name of Govt. Department/PSU/Autonomous Body	Nature of assignments (Mention clearly the related area of assignments e.g. drafting of Act or it's amendment or drafting of Subordinate legislation or Government policy matters)	Detail of documents attached (serially numbered) Copy of Work order/certificate no. & date/ any document to prove the assignment(s) issued (in the name of Law Firm or existing partners). Work order/certificate no. Date		Sl. no. of document enclosed

Name of authorized person:

Designation:

Date:

Seal of the Law Firm

FORMAT-7

FORMAT FOR AVERAGE TURNOVER OF RS. 5.00 CRORE DURING LAST THREE FINANCIAL YEAR (2019-20, 2020-21, 2021-22) [Refer clause 11(7)]			
Financial Year	Turnover (Rs. in crore)	Detail of documents attached (serially numbered)	Sl. no. of document enclosed
2019-20		Relevant document mentioned in clause 11(7) column (3)	
2020-21			
2021-22			

Name of authorized person:**Designation:****Date:****Seal of the Law Firm**

FORMAT-8

FORMAT FOR "ADVOCATE ON RECORD" (Refer clause 11(8))				
Name of Advocates	AOR		Detail of documents attached (serially numbered)	Sl. no. of document enclosed
	Certificate No.	Date		
			Relevant document mentioned in Clause 11(8) column (3)	

Name of authorized person:**Designation:****Date:****Seal of the Law Firm**