



**भाण्डागारण विकास और विनियामक प्राधिकरण
भारत सरकार**

एनसीयूआई बिल्डिंग, चौथी मंजिल, 3, सिरी इंस्टीट्यूशनल एरिया, अगस्त क्रांति मार्ग,
हौज खास, नई दिल्ली - 110016, दूरभाष :- 49536496, 49092978,

F.No.H-11026/1/2020-NIC/2607

Date:-03/01/2023

**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 dealing with Legislative matters (including drafting of Act/ or it's amendment/ or drafting of Subordinate legislation). 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 11th January, 2023 at 15:00 hours. Bid without application fee shall be summarily rejected.

The 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 :www.wdra.gov.in.

Place : New Delhi

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

Date: 03.01.2023

1. Introduction

The Warehousing Development and Regulatory Authority (WDRA), a statutory regulatory authority constituted by Act of Parliament under the Warehousing (Development and Regulation) Act, 2007 and came into effect from 25.10.2010 to make provisions for the development and regulation of warehouses, negotiability of warehouse receipts, to promote the regulation and development of scientific storage warehousing in India and matters connected therewith or incidental thereto.

The main functions of WDRA are as under:

- (a) Implementation of the Act
- (b) Implementation of Negotiable Warehouse Receipt (NWR) System
- (c) Registration of Accreditation Agencies
- (d) Registration of Warehouses – having adequate facilities & safeguards satisfying financial, managerial & other criteria as prescribed.
- (e) To promote scientific warehousing of goods
- (f) 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 facilities, equipment and the procedures followed by the warehouseman for storage without any loss to the quality and quantity of the stored goods for the benefit of the depositors, including farmers and other stake holders. In case of Agricultural goods, it ensures reduction in post-harvest losses. The process of Registration increases the credibility and ensures the development of the warehousing sector. Despite WDRA's best efforts, the growth of the regulated market has remained slow. Market participants and stakeholders indicated that WDRA's current registration

requirements do not provide sufficient assurances of safety and credibility to the stakeholder, mainly the Depositors and Banks and Financial institutions extending post-harvest pledge loans. Further, 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 Repository agencies 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 appears to have impacting the WDRA's operations and the growth of the NWR market due to the following reasons:

- (a) Registration of warehouse with WDRA is optional. WDRA cannot regulate those warehouses which are not registered with WDRA. Banks are financing through ordinary Warehouse Receipt as well. This is one of the major reason hindering standardizing and enforcing the regulation to all warehouses and in bringing them within the ambit of the Act throughout the country. The unregulated warehouses i.e., the warehouses which are not registered with WDRA and are issuing NWRs cannot be imposed penalties/fines as per existing regulations. Therefore, all warehouses needs to be brought within the ambit of the regulations and the quantum of penalties for various types of violations by various intermediaries need to be specified to increase the confidence of the stakeholders in the Registered warehouses.
- (b) There is no provision to regulate Repositories for management of electronic-NWRs under the present Act.

Therefore, the Regulatory Authorities including WDRA have not much information about large parts of the warehousing sector in the country. 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) **Engagement of Repositories for management of e-NWRs and related changes**
- (iii) **Removal of Accreditation agency**
- (iv) **Amendments to the Powers to the Authority** empowering WDRA with penalty powers 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 the following manner:

- (a) Review the proposed amendment to WDRA Act (*viz. study of WDRA proposals 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) Examination of registration of captive warehouses with reference to W(D&R).
- (d) Examining the observations/issues which is referred by WDRA for opinion emanating from the Stakeholder consultation.
- (e) 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 Sr. No. (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 11th January, 2023 upto 15:00 hours.

The Technical Bid shall be opened on 11th January, 2023 at 16:00 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 Contract name, and the words "BIDWITHDRAWAL 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 EMD 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 WDRA 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 tender, 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 WDRA 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 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: Asiad Village Branch, New Delhi.

9. Performance Security:

The successful bidder shall have to furnish Bank Guarantee 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 upto the period of engagement.

10. Timeline

The Law Firm will have to complete the assignment and submit the final report within a period of Three (03) months from the date of issue of award letter.

11. Technical Qualification Criteria (Mandatory)

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 letter duly signed by all the Partners authorizing the Partner signing the Bid. 2. If LLP: Submit letter of Authorization authorizing/Power of Attorney the partner to sign the Bid 3. If Company: Submit resolution of BOD/Power of Attorney authorizing the person signing the Bid.	Format-2
3.	The Law Firm should have in existence for a minimum period of 20 years.	1. If Partnership Firm: Submit copy of Partnership Deed. 2. If LLP Submit Copy of Partnership deed / Certificate of Incorporation. 3. If Company:	Format-3

		Submit copy of Certificate of Incorporation	
4.	The Law Firm should have minimum five(05) partners.	Submit detail of partners in a tabular form showing name of the partners, qualification, No. of years in practice, Area of expertise. (Also enclose with statement copies of registration of partners with Bar Council.)	Format-4
5.	The Law Firm should have minimum twenty-five (25) Lawyers (besides partners)	Submit detail of Lawyers in a tabular form showing name of the Lawyers, qualification, No. of years in practice, Area of expertise. Enclose copy of registration with Bar Council.	Format-5
6.	The Law Firm should have minimum experience of fifteen (15) years in dealing with Legislative matters (including drafting of Act/ or it's amendment/ or drafting of Subordinate Legislation/or government policies)	Submit relevant copies of certificate/work order relating to Legislative matters issued by the Govt. departments/ PSUs/ Central Autonomous Bodies for which such work has been done. (only specific and related certificate to be submitted. Non related documents shall be ignored)	Format-6

7.	The Law Firm should have experience of minimum ten (10) years in handling legal cases (including Agriculture, Warehouse, Logistics, Banking, Security Market) of Govt. departments/PSU/Central Autonomous Body.	Submit copies of assignment of legal cases issued in the name of the Law Firm only by departments in a tabular form showing Name of the department, Nature of case handled, Year of case, Date of assignment issued by department. Certificate in the name of individuals advocates shall not be considered.	Format-7
8.	Legal Firm should have minimum average turnover over of Rs. Ten (10) crore during last three financial years (2019-20, 2020-21, 2021-22)	Submit certificate from the Chartered Accountant Firm/Audited Balance Sheet.	Format-8
9.	The Legal Firm should have at least one (01) "Advocate on Record (AOR)" who has/have been practicing in the Supreme Court for minimum Ten (10) years.	Submit copy of certificate of "Advocate on Record" and one document of the AOR as proof of practicing in the Supreme court for Ten (10) years.	Format-9

Note: -

1. Bids shall be **submitted in the prescribed Formats only** as mentioned in col.(4) of the above table failing which bids shall not be considered. 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. Bids not submitted along with the documents mentioned above shall be summarily rejected.
4. 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:-

12.1 Evaluation of Technical Bid

The technical qualification criteria mentioned under sl. no. (11) will be assigned weight 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 Law Firm should have in existence for a minimum period of 20 years.		Year	Score (Marks)
		10	20	5
			Each additional year	1 (Maximum 5 marks)
3.	The Law Firm should have minimum 5 partners.		No. of Partners	Score (Marks)
		10	5	5

			Each Additional Partner	1 (Max 5 marks)
4.	The Law Firm should have minimum 25 Lawyers (besides partners)	10	No. of Lawyers	Score (Marks)
			25	5
			Each Additional Lawyers	1 (Max 5 marks)
5.	The Law Firm should have minimum experience of 15 years in dealing with Legislative matters(including drafting of Act/ or it's amendment/ or drafting of Subordinate Legislation/or government policies)	40	Year	Score (Marks)
			15	30
			Each Additional assignment	1 (Max. 10 marks)
6.	The Law Firm should have experience of minimum 10 years in handling legal cases of Govt. departments/PSU/Central Autonomous Body.	10	Year	Score (Marks)
			10	5
			Each Additional year	1 (Max. 5 marks)
7.	Legal Firm should have minimum average turnover over of Rs. Ten (10) crore during last three financial years (2019-20, 2020-21, 2021-22)	15	Turnover (Rs./crore)	Score (Marks)
			Rs. 10.00 cr.	10
			Each Additional Rs. 1.00 cr	1 (Max. 5 marks)
8.	The Legal Firm should have at least one (1) "Advocate on record" (AOR)		AOR/year	Score (Marks)

	who has been practicing in the Supreme Court for minimum ten (10) years.	5	1 AOR/10 years	5
Total		100		

12.2 Basis of Technical Bid Evaluation

- a) The minimum qualifying mark shall be **65**. The bidder with less than the qualifying mark shall be disqualified for evaluation and shall not be considered for further evaluation.
- b) The technical bid will be evaluated and marks shall be assigned to each bidder on the basis of the above mentioned criteria.
- c) If required the Authority may seek specific clarification from any or all bidder(s) at this stage.
- d) 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.

13.1 Basis of Financial Bid Evaluation

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

Sf = (FL/F)*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%.

13.2 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 and submission of review & suggestion in the form of legal opinion	30%
3.	Examining the observations/issues emanating from the Stakeholder consultation and its opinion.	15%
4.	On submission of Law Firm’s review to WDRA after stakeholder consultation.	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 contract 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 contract 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.)
	<p>Rs. _____</p> <p>(In words: Ruppes _____)</p>

Note: Financial bid shall 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 1. 2.	

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 authorised 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	Qualification, Bar Council's name, registration no. and date	Number of year in Practice	Area of Expertise	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	Qualification, Bar Council's name, registration no. and date	Number of year in Practice	Area of Expertise	Detail of documents attached (serially numbered)	Sl. no. of document enclosed
				Relevant document mentioned in clause 11(5) column (3)	

Name of authorized person:

Designation:

Date:

Seal of the Law Firm

FORMAT-6

FORMAT FOR DETAILS OF EXPERIENCE IN DEALING WITH LEGISLATIVE MATTERS (INCLUDING DRAFTING OF ACT/OR AMENDMENT/OR DRAFTING OF SUBORDINATE LEGISLATION/OR GOVERNMENT POLICIES (Refer clause 11(6))				
Name of Govt. Department/PSU/Autonomous Body	Nature of assignments (Mention clearly the related area assignments only)	Detail of documents attached (serially numbered)		Sl. no. of document enclosed
		Copy of Work order/certificate no. & date		
		Work order/certificate no.	Date	

Name of authorized person:

Designation:

Date:

Seal of the Law Firm

FORMAT-7

FORMAT FOR DETAILS OF EXPERIENCE IN HANDLING LEGAL CASES OF GOVT. DEPTT./PSU/CENTRAL AUTONOMOUS BODY (Refer clause 11(7))				
Name of Department	Nature of Cases	Detail of documents attached (serially numbered)		Sl. no. of document enclosed
		Copy of Work order/certificate no. & date		
		Work order/certificate no.	Date	

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

FORMAT-8

FORMAT FOR AVERAGE TURNOVER OF RS. 5.00 CRORE DURING LAST THREE FINANCIAL YEAR (2019-20, 2020-21, 2021-22) (Refer clause 11(8))			
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(8) column (3)	
2020-21			
2021-22			

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

FORMAT-9

FORMAT FOR “ADVOCATE ON RECORD” AND PRACTISING IN SUPREME COURT (Refer clause 11(9))					
Name of Advocates	AOR		Year of practicing in Supreme Court (enclose one document as proof of practicing in Supreme Court for 10 Years)	Detail of documents attached (serially numbered)	Sl. no. of document enclosed
	Certificate No.	Date			
1.				Relevant document mentioned in Clause 11(9) column (3)	
2.					

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

