

**Amendment No. 1****Ref.No.:** CESL/06/2025-26/Legal/252605002/ Amdt-1**Date:** 06.06.2025

To,

M/s.....

.....

Subject: Amendment No. 1 in the tender for “**Empanelment of Legal Firm for a period of 3 years and extendable to further 2 years.**”

Sir/Madam,

**The following amendment(s) to above mentioned RfP are hereby authorized:****1. Critical Dates of Tender Document:**

S.No.	As per Tender Document	Amended As
1.	Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website:  From 21.05.2025 to 11.06.2025 (up to 1400 IST)	Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website:  From 21.05.2025 to 13.06.2025 (up to 1400 IST)
2.	Online Bid Submission Period:  From 21.05.2025 to 11.06.2025 (up to 1430 IST)	Online Bid Submission Period:  From 21.05.2025 to 13.06.2025 (up to 1430 IST)
4.	Techno-commercial E-bid Opening Date & Time  11.06.2025 at 15:00 hrs. IST	Techno-commercial E-bid Opening Date & Time  13.06.2025 15:00 hrs. IST

2. Detailed amendments are attached as annexure.
3. Rest all terms and conditions remains unchanged.

**Thanking you,**

For and on behalf of CESL

*(a wholly owned subsidiary of EESL)*

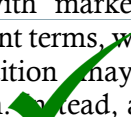
Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
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1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5  
PB : deepak.mittal(Deeepak Mittal)  
Date : 06-06-2025



S.N.	Section/Page/Para	Description as per RfP	Query Received	CESL's Response
1.	Section No. 4 Page No. 101 Para No./Clause No. 6.0	"Within 28 (Twenty-Eight) days of the receipt of notification of award from CESL, service provider will furnish the performance security in the form of Bank Guarantee/Demand Draft/Pay Order in prescribed format for 5% of the total contract value."	<p>"Typically, tenders for appointment of legal advisors/Law Firms/professional consultants do not have a requirement of submission of performance security. We request you to kindly dispense with the requirement of submission of the same in line with the current market practice.</p> <p>Further, since the same is only required to be submitted by the awardee, kindly also confirm whether we are required to submit Attachment 6 as part of the technical proposal or we can strike out Attachment - 6 (Proforma of Bank Guarantee for Contract Performance) and mark it as 'not applicable'."</p>	<p>The request is accepted.</p> <p>Submission of Attachment-6 is not required in light of the CPBG waiver.</p>
2.	Section No. 4 Page No. 106 Para No./Clause No. 13.0 (1) (b)	"Copy of registered Partnership Deed should be submitted."	We request you to kindly dispense with the requirement of submitting the partnership deed since the same is confidential in nature. In lieu of the same, we kindly request you to allow us to submit certificate of registration of firm issued by the High Court confirming the registration of the firm in India.	Redacted Copy of Partnership Deed or the first & last page of Partnership Deed clearly indicating the registration details of the firm shall also be acceptable. The High Court certificate may be submitted additionally.
S.N.	Section/Page/Para	Description as Per RfP	Query Received	CESL's Response
3.	Section No. 4 Page No. 110 Para No./Clause No. (3)	(Evaluation of Technical and Financial Bids)	With advancement in technology and the increased ease of travel, the necessity of maintaining physical offices across multiple locations in India has significantly diminished. As lawyers, we are now able to travel and attend matters efficiently across the country without the need for numerous physical office spaces. This is in line with the initiative being effectuated by the Hon'ble Prime Minister, India, in relation to "Digital India" and e-courts initiative	<p>CESL acknowledges the advancements in technology that facilitate remote coordination; however, the requirement for physical office spaces remains essential. Effective engagement with PTAs and other stakeholders may, at times, present challenges when relying solely on digital communication. Additionally, the scope of work encompasses litigation tasks which may involve operational challenges in court proceedings and interactions</p> <p><small>Signature : M. Mittal, Director, MITS, 100, Noida, 201301, India. Phone : 91-11-26118533, 26118534, 26118535, 26118536, 26118537, 26118538, 26118539, 26118540, 26118541, 26118542, 26118543, 26118544, 26118545, 26118546, 26118547, 26118548, 26118549, 26118550, 26118551, 26118552, 26118553, 26118554, 26118555, 26118556, 26118557, 26118558, 26118559, 26118560, 26118561, 26118562, 26118563, 26118564, 26118565, 26118566, 26118567, 26118568, 26118569, 26118570, 26118571, 26118572, 26118573, 26118574, 26118575, 26118576, 26118577, 26118578, 26118579, 26118580, 26118581, 26118582, 26118583, 26118584, 26118585, 26118586, 26118587, 26118588, 26118589, 26118590, 26118591, 26118592, 26118593, 26118594, 26118595, 26118596, 26118597, 26118598, 26118599, 26118600, 26118601, 26118602, 26118603, 26118604, 26118605, 26118606, 26118607, 26118608, 26118609, 26118610, 26118611, 26118612, 26118613, 26118614, 26118615, 26118616, 26118617, 26118618, 26118619, 26118620, 26118621, 26118622, 26118623, 26118624, 26118625, 26118626, 26118627, 26118628, 26118629, 26118630, 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			tender or will be refunded and a fresh registration fee will be required to be paid.	
6.	Section No. 2 Page No. 25 Para No. / Clause No. 5.6	Performance Security	Performance security is not asked from law firms. This is not a construction contract or a goods supply contract but a contract for professional services by law firms. Such a requirement is unprecedented and is not a standard market practice in relation to legal services provided by law firms. You are requested to kindly waive this requirement which was also waived under the previous Tender No. CESL/06/2024-25/Legal/242501015.	The request is accepted
7.	Section No. 2 Page No. 26 Para No. / Clause No. 6.0	Liquidated damages	Legal services are professional services which are governed by rules and regulations of Bar Council of India rather than strict commercial contract terms. Hence, applying liquidated damages to an empanelment tender is inappropriate and practically unworkable. This should not be applicable. You are requested to kindly waive this requirement which was also waived under the previous Tender No. CESL/06/2024-25/Legal/242501015.	Liquidated Damages are not applicable in this tender.
8.	Section No. 1 Page No. 3 Para No. / Clause No.	Earnest Money Deposit	Legal services are professional services, where selection is based on expertise, qualifications, and competency rather than financial capability. Unlike contracts for goods or infrastructure projects, where EMD serves as a safeguard against non-serious bidders, in legal tenders, the focus should be on professional competence rather than financial commitment. Seeking earnest money deposit from law firms is not a standard market practice. You are requested to kindly waive this requirement which was also waived under the previous Tender No. CESL/06/2024-25/Legal/242501015.	Earnest Money Deposit payment has already been waived off. May kindly refer tender details on page 3 of the RfQ.

Signature: CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f01a5e41681b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU=5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec99SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5  
PB : deepak.mittal@Deepak Mittal  
Date : 06-06-2025

9.	Section No. 4 Digital Page No. 110 Para No. / Clause No. 5	Evaluation of technical and financial bids  FCRA Cases Handled	Since work done in relation to FCRA compliances are confidential in nature, in lieu of supporting documentation (engagement letter/ letter of award) a self-certification by the law firm may be adequate in this regard.	A self-declaration would suffice as already stated in the eligibility criteria.
<b>S.N.</b>	<b>Section/Page/Para</b>	<b>Description as Per RfP</b>	<b>Query Received</b>	<b>CESL's Response</b>
10.	Section No. 4 Page No. 8 of 18 Para No. / Clause No. 6 (Security Deposit/Contract Performance Guarantee)	We note that the successful bidder is required to furnish a performance security in the form of bank guarantee/ demand draft/ pay order for 5% of the total contract value within 28 days of the receipt of notification of award from CESL.	Please note that, such requirements are not market practice in the selection of law firms. Further, as advocates, our professional standards are subject to regulation by the Bar Council of India, such that any professional failings or misconduct on our part is subject to the oversight of the Bar Council, which would prescribe appropriate action against erring advocates. Accordingly, we request you to kindly do away with the conditions relating to the performance security. We would also like to highlight that this requirement was waived off in the last round of the tender bearing Tender No. CESL/06/2024-25/Legal/242501015.	This request is Accepted
11.	Section 4, Page 11 of 18, Para No. 7 (Payment Terms)	We note that the RfP prescribes penalties of 10% of the monthly invoice (up to maximum of the LD amount) for delays, absenteeism, or poor performance by the secondee, and contemplates contract termination and forfeiture of the contract performance guarantee for repeated misdemeanours, along with the right of CESL to seek damages.	Please note that such provisions are not market practice for engagement of legal professionals or law firms. As advocates, our professional conduct is governed by the Bar Council of India, which has established regulatory mechanisms to address any misconduct or deficiency in service. In view of the above, we request you to reconsider and do away with the provisions relating to financial penalties and contract termination for alleged performance issues of legal secondees.	The penalty and termination clauses are standard safeguards to ensure consistent service quality. These do not conflict with Bar Council regulations and apply uniformly across engagements. Therefore, the RfP terms will remain unchanged.
12.	Section 4, Page 11 of 18, Para No. 10 (Arbitration)	We note that the bid conditions envisage reference of disputes to arbitration.	In line with market standard engagement terms, we request if this condition may be done away with.  lead, all disputes can not be changed.	This provision is in line with the procurement guidelines of the Government of India and thus can not be changed.

Signed by:   
 Digitally signed by:   
 DN: cn=Deepak Mittal, o=CESL, ou=Legal, email=deepak.mittal@cesl.co.in, c=IN  
 Date: 06-06-2025

			may be mutually/ amicably resolved.	
13.	Section 4, Page 12 of 18, Para No. 12 (Liquidated Damages)	We note that the bid conditions envisage levy of liquidated damages in case of delay in performance.	Please note that such requirements are not market practice in the selection of law firms. Further, as advocates, our professional standards are subject to regulation by the Bar Council of India, such that any professional failings or misconduct on our part is subject to the oversight of the Bar Council, which would prescribe appropriate action against erring advocates. Accordingly, we request you to kindly do away with the conditions relating to liquidated damages.	Liquidated Damages are not applicable in this tender.
14.	Section 4, Page 16 of 18, Para No. 13 (Eligibility & qualifying criteria)	<p>We note that the earlier requirement under the eligibility and qualifying criteria mandating that the bidder should have, in the past 3 years, provided legal advisory services to a minimum of 5 clients in relation to compliances with the Foreign Contribution (Regulation) Act (FCRA) has been deleted. However, we also note that:</p> <p>(a) Under the evaluation of technical and financial bids, a criterion still exists requiring bidders to certify the number of FCRA cases handled in the past 3 years. There is a note specifically provided in this context requiring a self-declaration along with supporting details, if any.</p> <p>(b) In contrast, a similar note or</p>	<p>In this regard, we request the following clarifications:</p> <p>(a) Whether FCRA experience of the bidder is to be treated as an eligibility requirement along with the technical evaluation parameter; and</p> <p>(b) Whether CESL may consider providing a similar explanatory note on providing self-certification for PSU-related assignments.</p>	<p>(a) The FCRA experience has been removed from the eligibility requirement, however, the same still forms part of the technical evaluation parameter.</p> <p>(b) Documents such as Letter of Award, Completion Certificate, Email confirmation of receipt of assignment or empanelment letters (along with proof of assignments handled) will be accepted as documentary proof for PSU-related assignments.</p>



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PB : deepak.mittal(Deeepak Mittal)  
Date : 06-06-2025



		explanatory guidance is not provided in relation to the PSU-related eligibility criterion.		
15.	Section 4, Page 17 of 18, Para No. 13 ii (Evaluation of Technical and Financial Bids)	We note that the proposed secondee will be interviewed by CESL and that any replacement during the engagement period requires prior approval from CESL.	In this regard, we request the following clarifications: (a) Please confirm whether the interview of the proposed secondee will take place post award of the contract or prior to final selection of the successful bidder; (b) In the event the proposed secondee does not meet CESL's expectations during the interview, whether the bidder be allowed to propose an alternate candidate; (c) Please clarify whether non-clearance of the interview by the initially proposed secondee may lead to disqualification of the selected bidder; and (d) We also request you to confirm that the interview process is only to assess basic suitability and alignment with CESL's requirements.	(a) The interview of the secondee will be conducted after the selection of the L1 bidder.  (b) Yes, the bidder may propose an alternate candidate if the secondee does not meet CESL's criteria.  (c) No, the non-clearance of the secondee would not lead to the disqualification of the L1 Bidder.  (d) Yes, the purpose of the interview is to access the basic suitability and alignment with CESL's requirements.



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