NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LIMITED

(A Multi-State Co-operative Society registered under the Multi-State Co-operative Societies Act, 2002)

NCUI Complex, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110016

Website: www.nccfindia.com | Email: nccfactho1@gmail.com | Tel.: 011-41006852

EXPRESSION OF INTEREST (EOI) / INVITATION FOR PROPOSAL

FOR ENGAGEMENT OF A LAW FIRM TO PROVIDE FULL-TIME & PART TIME ADVOCATES / LEGAL CONSULTANTS, WITH SUPERVISION AND OVERSIGHT OF LEGAL WORK

EOI No.: NCCF/Legal/EOI/2026/____ Dated: November 19th, 2026

1. ABOUT NCCF

The National Cooperative Consumers' Federation of India Limited (NCCF) was established on October 16, 1965 as the apex body of consumer cooperatives in the country. It is registered under the Multi-State Co-operative Societies Act, 2002 and operates through a network of 28 Branch Offices located in different parts of the country, with its Headquarters at New Delhi.

As the apex organisation for consumer cooperatives, NCCF promotes the voluntary formation and democratic functioning of cooperatives based on self-reliance and mutual aid, for the overall economic betterment and financial autonomy of their members. NCCF is committed to:

(a) satisfactorily meeting the requirements of consumers;

(b) maintaining transparency and a focus on consumer satisfaction;

(c) continuously striving to achieve higher standards of performance;

(d) enabling the growth of all member cooperatives through dissemination of best practices and the use of technology; and

(e) achieving higher growth and better market penetration while keeping the best interests of consumers in mind.

2. SCHEDULE OF SUBMISSION OF PROPOSAL

S. No.	Event	Date / Time
1	Opening date of advertisement on CPPP / NCCF website	19/11/ 2026
2	Last date for submission of pre-bid queries (by e-mail)	24/11/2026 (5:00 PM)
3	Pre-bid meeting	25/11/ 2026 (3:00 PM), at the Head Office or through VC.
4	Last date and time for submission of proposal	03/12/ 2026 (1:00 PM)
5	Opening of Technical Bids (Envelope A)	07/12/ 2026 (3:00 PM)

The proposal shall be submitted in **hard copy** at the **Head Office address mentioned above**, either through **Speed Post or by hand**, and must reach the designated office **on or before 1:00 PM on the last date of submission**. Proposals received after the deadline, or by e-mail/fax, shall not be considered. NCCF shall not be responsible for any postal delay.

NCCF reserves the right, at its sole discretion, to extend the last date for submission of proposals or to modify the schedule above, wherever considered necessary. Any such change shall be published on the NCCF website / CPPP.

3. INVITATION AND OBJECTIVE

3.1 Applications are invited from reputed and eligible Law Firms to provide the services of **full-time and Part time Advocates / Legal Consultants**, who will work from NCCF's Head Office at New Delhi as its Legal Consultants. The engagement shall cover:

(A) the management of court cases, legal advisory, contracts and allied legal work of NCCF, through the Legal Consultants;

(B) appearance by the Law Firm on behalf of NCCF in its matters in Delhi, where NCCF engages the Law Firm for that purpose on a case-by-case basis, for an additional fee in terms of the Schedule of Fees under clause 3.4; and

(C) coordination, through the Legal Consultants, with the External Counsel engaged by NCCF and with NCCF's Branch Offices, as NCCF may require for its legal matters.

3.2 The selected Law Firm shall not merely depute personnel. It shall be **accountable for the oversight of NCCF's legal work** through the deployed Legal Consultants, shall **supervise and guide** them, shall evaluate their performance, and shall ensure continuity and quality of service at all times.

3.3 The Legal Consultants shall work as NCCF's legal team at its office, coordinating with NCCF's management and with the **External Counsel** engaged by NCCF before various courts, tribunals and forums.

3.4 The engagement shall be on a **monthly professional fee basis** and shall cover the monthly, quarterly and annual assignments that NCCF may entrust from time to time. Where NCCF engages the Law Firm, the Supervising Partner or any Advocate of the Law Firm (including a Legal Consultant) to appear in any matter before a court, tribunal or forum, that appearance shall be paid for separately, as an additional fee in terms of the Schedule of Fees, and shall not form part of the monthly professional fee.

4. DEFINITIONS

"NCCF" / "Organisation"	National Cooperative Consumers' Federation of India Limited, including its Head Office and Branch Offices.
"Law Firm" / "Firm"	The applicant, and on selection, the firm with which NCCF enters into the Agreement.
"Legal Consultant"	A qualified Advocate deployed by the Law Firm to work at an NCCF office under this EOI.
"Supervising Partner"	A Partner of the Law Firm, with not less than 10 years' standing at the Bar, designated under clause 8.3 to oversee the engagement.
"External Counsel"	Advocates / law firms engaged or empanelled by NCCF to appear or advise in courts, tribunals, commissions and other forums.
"Nodal Officer"	The officer of NCCF designated by the Competent Authority for day-to-day coordination with the Law Firm.
"Competent Authority"	The Managing Director of NCCF or such other authority as NCCF may notify.
"Agreement" / "Work Order"	The agreement or work order executed between NCCF and the selected Law Firm under this EOI.

"Schedule of Fees" / "SOF"	The schedule of fees for appearances before courts, tribunals and forums applicable to External Counsel engaged by NCCF, or such other schedule as NCCF and the Law Firm may agree in writing and annex to the Agreement.

5. DEPLOYMENT REQUIREMENT

5.1 The indicative requirement of Legal Consultants is as follows:

S. No.	Location	No. of Legal Consultants	Reports to
1	Head Office, New Delhi	2 (at least one to be present at the Head Office on every working day) and other on part time basis	Nodal Officer, Head Office
	Total	2	

5.2 The number of Legal Consultants and their locations may be increased, decreased or re-allocated at the discretion of NCCF, depending upon organisational requirements and workload, at the same per-consultant monthly rate quoted in the Financial Bid. Any increase or decrease shall be intimated to the Firm in writing, with reasonable notice of not less than 15 days.

5.3 Out of the two (2) Legal Consultants, at least one (1) shall attend the Head Office on a full-time basis from **10:00 AM to 6:00 PM on all working days**, excluding Sundays and other days on which the office is closed for holidays declared by NCCF or the Government, so that a Legal Consultant is present at the Head Office at all times during working hours. Court or tribunal visits, where required for the assignment, shall form part of working hours. Travel and lodging expenses for any visit outside the city of posting shall be borne by NCCF in terms of clause 12.5.

5.4 All Legal Consultants shall be Advocates deployed by the Law Firm. The Legal Consultant attending the Head Office on a full-time basis under clause 5.3 shall work exclusively on NCCF's work during working hours and shall not undertake private practice or other engagements during that time.

5.5 The legal firm shall be appointed for an initial period of one year. Based on satisfactory performance and the quality of services rendered, the appointment may be renewed for successive periods of one year each, subject to the approval of the Competent Authority and the terms and conditions prescribed by NCCF.

6. ELIGIBILITY CRITERIA

A Law Firm must meet **all** the following criteria to be considered technically qualified. Supporting documents must be attached, duly self-attested by the authorised signatory.

S. No.	Minimum Eligibility Criteria	Supporting Documents to be Attached
1	The Firm must have been in existence and practising for **not less than 5 years** as on the date of submission.	Partnership Deed / LLP Certificate / Firm Registration Certificate showing year of establishment; work orders, engagement letters or experience certificates issued by clients.

S. No.	Minimum Eligibility Criteria	Supporting Documents to be Attached
2	Minimum annual turnover of **₹ 2 Crore** or more in **each** of the financial years FY 2023-24, FY 2024-25 and FY 2025-26.	Audited financial statements and/or turnover certificate issued by a Chartered Accountant with a **valid UDIN** for each of the specified years.
3	Minimum **10 Advocates** employed with / associated with the Firm.	Advocate-wise list with enrolment numbers and State Bar Council enrolment details / other acceptable documentary proof.
4	Minimum **3 Partners**, each with at least 10 years' experience at the Bar.	List of Partners as on September 30, 2026 with enrolment particulars and supporting documents.
5	Experience in handling and managing legal matters relating to constitutional matters, commercial disputes, service matters, tenders, government business and related fields.	Details of cases handled, work orders, engagement letters or client certificates indicating the nature of the cases.
6	Experience in matters relating to **cooperative societies** disputes (including under the Multi-State Co-operative Societies Act, 2002 or State cooperative laws), commercial disputes, service matters and constitutional matters.	Case details, authorisation letters, engagement documents or client certificates.
7	Experience in preparing, reviewing and submitting replies, written submissions, rejoinders, statements of facts, supporting documents and other pleadings in coordination with an organisation's appointed counsel.	Relevant case details, assignment certificates, work orders or other supporting documents.
8	Experience in representing / assisting an organisation before courts, commissions and tribunals.	Relevant case details, assignment certificates, work orders or other supporting documents.
9	Capacity to deploy, at all the locations listed in clause 5.1, Advocates meeting the qualifications in clause 7, with a back-up arrangement for leave and replacement.	Undertaking on letterhead, along with the proposed deployment plan (Annexure III).
10	The Firm must not have been blacklisted / debarred by any Government Department, Public Sector Undertaking, statutory body or reputed organisation, and no disciplinary proceedings of a serious nature should be pending against the Firm or its Partners, as on the date of submission.	Self-declaration on the Firm's letterhead, signed by the authorised signatory (Annexure IV).
11	The Firm must not be acting, or have acted in the last 3 years, **against NCCF** in any matter, and must disclose any other conflict of interest.	Conflict-of-interest declaration (Annexure IV).
12	Valid PAN, and GST registration of the Firm.	Copies of PAN card and GST registration certificate.

7. QUALIFICATIONS OF THE PROPOSED LEGAL CONSULTANTS

7.1 Each Legal Consultant shall be a qualified **Advocate enrolled with a State Bar Council**, holding a Bachelor of Laws degree (LL.B.) from a recognised university, with **not less than 3 years' post-enrolment experience**, of which at least 2 years should be in litigation, contracts or advisory work for a corporate, Government or cooperative entity.

7.2 Preference will be given to Advocates with experience in cooperative law, service law, commercial and contract law, consumer law, labour and employment law, recovery proceedings, and tender / procurement matters.

7.3 Each Legal Consultant must have good command over English and Hindi (written and spoken). Where a Legal Consultant is deployed at a Branch Office under clause 5.2, working knowledge of the local language and familiarity with the local courts is desirable.

7.4 The Firm shall submit the CV, enrolment certificate, proof of experience and an undertaking from each proposed Legal Consultant (Annexure III) for NCCF's verification and approval **before deployment**. NCCF may interview the proposed Consultants and may reject any candidate without assigning reasons.

7.5 The Legal Consultant should have a clean professional record, with no pending disciplinary proceedings before any Bar Council, and shall not have been an employee of NCCF within the last six months.

8. SCOPE OF WORK

The scope of services shall broadly include, but is not limited to, the following. The Law Firm and the deployed Legal Consultants shall ensure that all assigned work is completed accurately and within the prescribed timelines, in accordance with applicable laws, rules, regulations, notifications and instructions.

A. Role of the Legal Consultants

8.1 The Legal Consultants shall perform the following functions at their assigned location, under the overall direction of the Nodal Officer / Branch Head:

(a) **Litigation management:** Handle and monitor all litigation and legal cases of the office, in Delhi and outside Delhi, including recovery-related matters, arbitration, consumer, labour, service, civil, writ and tribunal matters; maintain case-wise records; track hearing dates, limitation periods and compliance deadlines; and brief the External Counsel before every hearing, as the case may be.

(b) **Pleadings and documentation:** Prepare, vet and finalise replies, counter-affidavits, written statements, rejoinders, written submissions, statements of facts, synopses and supporting documents, in coordination with External Counsel and the concerned departments.

(c) **Contracts and documents:** Draft, review and negotiate agreements, contracts, MoUs, tender documents and other legal documents, and issue and reply to legal notices.

(d) **Advisory:** Provide written and oral legal opinions and advisory support to management and internal stakeholders, including on the Multi-State Co-operative Societies Act, 2002, the bye-laws of NCCF, and other applicable statutes.

(e) **Disputes and complaints:** Handle customer complaints, legal notices and escalations, and provide legal support on partner / vendor / supplier disputes and commercial matters.

(f) **Labour and employment:** Handle labour and employment-related legal matters, including service matters and disciplinary proceedings, in coordination with the HR department.

(g) **Regulatory and compliance:** Assist in legal compliance, RTI replies, and responses to queries from Government Ministries, regulators and audit authorities, as required.

(h) **Recovery and property:** Assist in recovery proceedings, lease / licence documentation and property-related legal matters.

B. Coordination with External Counsel

8.2 The Legal Consultants shall act as the single point of contact between NCCF and its External Counsel, and shall in particular:

(a) brief External Counsel, forward documents and instructions, and ensure that External Counsel are fully prepared and informed for each hearing;

(b) maintain a panel-wise record of matters allotted, hearing dates, outcomes and next steps, and report any non-appearance, delay or lapse by External Counsel to the Nodal Officer promptly;

(c) scrutinise fee bills of External Counsel and recommend payment, with a comment on the work done and the reasonableness of the fee;

(d) recommend, where appropriate, the engagement or change of External Counsel for specific matters; and

(e) ensure that all court orders and judgments are obtained, reviewed and acted upon within the time prescribed, and that appeals / compliance steps are recommended in time.

C. Responsibilities of the Law Firm (Supervision and Oversight)

8.3 **Supervising Partner.** The Firm shall designate a Supervising Partner who shall be the principal point of accountability to NCCF for the entire engagement. The Supervising Partner shall be named in the proposal and shall not be changed without NCCF's prior approval.

8.4 **Supervision and guidance.** The Firm, through the Supervising Partner, shall:

(a) supervise the day-to-day performance of all deployed Legal Consultants and guide them on legal strategy, drafting, research and professional conduct;

(b) review and vet draft legal opinions, pleadings and agreements of significance (as notified by NCCF) before they are issued, so that the quality of work is consistent across all offices;

(c) provide research and back-up support from the Firm's other Advocates, including access to legal databases and precedents, **at no extra cost** to NCCF;

(d) be available to NCCF's management for consultation on important or urgent matters;

(e) appear on behalf of NCCF in its matters in Delhi, where NCCF and the Supervising Partner agree to such engagement, for an additional fee in terms of the Schedule of Fees under clause 3.4;

(f) ensure that the Legal Consultants are properly oriented and trained on NCCF's business, policies and bye-laws within the first 30 days of deployment; and

(g) ensure standardised formats, templates, case-tracking systems and working practices across all locations.

8.5 **Review meetings.** The Supervising Partner shall (i) hold a review meeting with the Nodal Officer at the Head Office at least **once a month**; and (ii) hold a review, in person or by video, with each Legal Consultant at least once a month.

8.6 **Performance evaluation.** The Firm shall evaluate the performance of each Legal Consultant every quarter against agreed parameters (timeliness, quality of drafting, case tracking, coordination, attendance and conduct), share the evaluation with NCCF, and take corrective action, including counselling, additional training or replacement, where performance is unsatisfactory.

8.7 **Continuity and replacement.** The Firm shall (i) arrange a suitable, NCCF-approved substitute for any Legal Consultant who is absent for more than two (2) working days in a month, at no additional cost; (ii) replace any Legal Consultant whose performance or conduct is found unsatisfactory by NCCF within **15 days** of written request; and (iii) ensure a proper handover of files and records upon replacement.

8.8 **Responsibility.** The Firm shall be answerable to NCCF for the acts, omissions, negligence and professional conduct of the Legal Consultants and shall ensure that all work is carried out in accordance with the Advocates Act, 1961 and the Bar Council of India Rules.

D. Reporting and Deliverables

8.9 The Firm and the Legal Consultants shall submit the following, in the format prescribed by NCCF:

(a) **Weekly:** status of pending cases and upcoming hearings for the next two weeks (by the Legal Consultants to the Nodal Officer / Branch Head).

(b) **Monthly:** a consolidated Legal MIS report covering new matters, disposals, upcoming dates, orders passed, compliance status, opinions issued, External Counsel fee bills processed, and risk areas – signed off by the Supervising Partner.

(c) **Quarterly:** performance evaluation report of each Legal Consultant and a review of the legal risk profile of the organisation.

(d) **Annually:** an annual legal report including a summary of the litigation portfolio, outcomes and recommendations for improvement.

8.10 The Legal Consultants and the Law Firm shall maintain proper documentation of all work performed. All files, records, drafts, opinions, case registers and other work product prepared for NCCF are the **property of NCCF** and shall be handed over on completion or termination of the engagement.

E. Obligations of NCCF

8.11 NCCF shall (i) provide a suitable workspace and basic office infrastructure (seating, internet, printing) to the Legal Consultants at each location; (ii) designate a Nodal Officer; (iii) give timely access to files, information and personnel necessary for the assignment; and (iv) make payments as per the terms of this EOI.

9. SUBMISSION OF PROPOSAL

9.1 The proposal shall be submitted in **two separate sealed envelopes**, placed together in a third sealed outer envelope superscribed "**Proposal for Engagement of Full-Time Legal Consultants – EOI No. ____ – Do Not Open Before ____**" and addressed to the GM (P&a), NCCF, at the Head Office address:

(a) **Envelope A (Technical Bid):** Covering letter (Annexure I); Technical Bid and Eligibility Compliance Statement (Annexure II); all supporting documents; profiles of the proposed Legal Consultants and the Supervising Partner (Annexure III); declarations (Annexure IV); and a copy of this EOI duly signed and stamped on every page.

(b) **Envelope B (Financial Bid):** Financial Bid in the format at Annexure V only, duly signed and sealed.

9.2 Proposals shall be signed by an authorised signatory, and a copy of the Board resolution / Partnership authority / Power of Attorney authorising the signatory shall be enclosed. All pages shall be numbered and signed.

9.3 Pre-bid queries may be sent by e-mail to the address above up to the date given in the schedule. NCCF's clarifications shall be published on the website and shall form part of the EOI.

9.4 A Law Firm shall submit only one proposal. Consortium or joint proposals shall not be entertained.

10. EVALUATION AND SELECTION

10.1 Proposals shall be opened as per the schedule. NCCF may constitute a Committee to evaluate the proposals in detail, and may seek clarifications or additional documents from applicants.

10.2 **Stage 1 – Eligibility:** Technical Bids shall be examined against the eligibility criteria in clause 6. Firms that do not meet all criteria, or that submit incomplete documents, shall be rejected.

10.3 **Stage 2 – Verification of Consultants:** The profiles of the proposed Legal Consultants and the Supervising Partner shall be examined against clause 7. NCCF may hold an interview / presentation, and may accept or reject any proposed Consultant. A Firm must have an adequate number of acceptable candidates for the locations in clause 5.1 to proceed to Stage 3.

10.4 **Stage 3 – Financial Bid:** The Financial Bids shall be opened only for technically qualified Firms. The evaluation shall be on the basis of the **total monthly professional fee quoted** (excluding GST) for all positions in the Financial Bid.

10.5 The contract shall ordinarily be awarded to the Firm quoting the **lowest total monthly fee (L1)** among technically qualified Firms. In exceptional circumstances, and based on the specific requirements of NCCF, the Competent Authority may permit the L1 rate to be matched by another technically qualified Firm, subject to such terms and conditions as may be decided by NCCF.

10.6 In case of a tie, the Firm with the higher average annual turnover over the last three financial years shall be preferred.

10.7 Selection under this EOI shall not, by itself, create any right to the award of the Work Order or to the allotment of any assignment by NCCF until the Agreement is executed.

11. FINANCIAL BID

The Financial Bid shall be submitted in the format at **Annexure V**. The summary of the format is as follows:

S. No.	Particulars	Monthly Professional Fee per Legal Consultant (excluding GST (if applicable)) in ₹
1	Full-time Legal Consultant (qualified Advocate with minimum 3 years' experience) – Head Office, New Delhi	
2	Part time Legal Consultant (qualified Advocate with minimum 3 years' experience) – Head Office, New Delhi	

Notes:

(a) The Financial Bid shall be considered only after the Firm has fulfilled all the prescribed eligibility criteria.

(b) The monthly fee quoted for each Legal Consultant shall be **all-inclusive**, covering remuneration, statutory contributions, overheads, supervision cost, research / database access, laptops and communication costs, professional fees of the Firm and all other expenses of whatever nature, and shall be exclusive of GST only. No separate charge shall be payable, save for (i) fees for appearances under clause 3.4, payable in terms of the Schedule of Fees; and (ii) travel and lodging expenses under clause 12.5.

(c) GST, if applicable, shall be paid at the applicable rate on submission of a valid tax invoice. Tax Deducted at Source (TDS) and other statutory deductions shall be made as applicable.

(d) The rates quoted shall remain firm for the initial period of two years.

(e) The Firm shall quote the same rate for every location unless NCCF decides otherwise. Any change in the number of positions shall be at the same rate.

(f) Rates quoted that are unrealistically low, or conditional offers, may be rejected.

(g) No of Legal consultant may be in increased or decreased at the discretion of NCCF depending upon the Organisational requirement and workload from time to time.

12. TERMS AND CONDITIONS

A. General

12.1 The Law Firm shall have sound and demonstrable practical knowledge and relevant experience in the field of law, and shall submit certificates of experience and documentary proof substantiating the experience claimed.

12.2 The selected Law Firm shall submit all relevant qualification, experience and other supporting documents of the proposed Legal Consultant(s) for NCCF's verification and approval before deployment. No Legal Consultant shall be deployed without prior written approval of NCCF.

12.3 **Nature of relationship.** The Legal Consultants shall remain employees / associates of the Law Firm. Nothing in this EOI or the resulting Agreement shall create an employer-employee relationship between NCCF and the Legal Consultants, or confer on them any claim to employment, regularisation, or other benefits from NCCF. The Law Firm alone shall be responsible for paying their remuneration and for compliance with all labour, EPF, ESI, tax and other statutory obligations, and shall indemnify NCCF against any claim arising from non-compliance.

12.4 **Professional rules.** The engagement shall be carried out in conformity with the Advocates Act, 1961 and the Bar Council of India Rules, including those on professional conduct and the restriction on full-time salaried employment of practising Advocates. Court appearances, where required, shall be made by the Law Firm or by External Counsel in accordance with the applicable rules, and not by the Legal Consultants as employees of NCCF. The Law Firm shall ensure that the Legal Consultants hold a valid enrolment at all times.

12.5 No TA / DA, allowances or other reimbursement shall be payable to the Law Firm or to the Legal Consultants for joining, deployment or travel within the city of posting. Travel and lodging expenses for any visit outside the city of posting that NCCF requires in writing shall be borne by NCCF, in accordance with its rules and with its prior approval.

12.6 The Law Firm / Legal Consultants shall not sub-contract or assign the assignment, in whole or in part.

12.7 All reports, statements and other deliverables prepared for NCCF shall be submitted in the prescribed format and within the prescribed time.

12.8 Selection/empanelment of the Law Firm shall ordinarily be based on the L1 (lowest) quoted professional fee amongst technically qualified firms. However, in exceptional circumstances and based on the specific requirements of NCCF, the Competent Authority may permit the L1 rate to be matched by another technically qualified Law frim, subject to such terms and conditions as may be decided by NCCF.

B. Duration

12.8 The engagement shall initially be for a period of **two (2) years** from the date of commencement stated in the Work Order / Agreement, which may be extended for a further period of up to **two (2) years**, subject to satisfactory performance and approval of the Competent Authority.

12.9 NCCF may terminate the engagement at any time by giving **thirty (30) days'** written notice without assigning any reason. NCCF may terminate immediately in case of serious misconduct, breach of confidentiality, conflict of interest, fraud, or repeated failure to perform. The Firm may terminate the engagement only by giving not less than **ninety (90) days'** written notice, and shall ensure an orderly handover.

C. Payment and Penalties

12.10 The monthly professional fee shall be paid within 30 days of receipt of a proper invoice supported by a monthly attendance statement of the Legal Consultants. Payment for any part of a month shall be made pro rata. Fees for appearances under clause 3.4 shall be invoiced separately, matter-wise, and paid within 30 days of receipt of a proper invoice.

12.11 Where no Legal Consultant attends the Head Office on a working day as required by clause 5.3, and no approved substitute is provided, an amount equal to **1/26th of one Legal Consultant's monthly fee for every such day** shall be deducted from the payment.

12.12 In the event of any delay, non-compliance, negligence or failure to complete assigned work within stipulated timelines (including missing a limitation date or a hearing due to the fault of the Legal Consultant or the Firm), NCCF shall be entitled to impose a penalty, as may be determined by the Competent Authority, up to 10% of the monthly fee for the month in question for each default, and to recover any loss caused to NCCF. Such penalty is without prejudice to NCCF's right to terminate.

D. Confidentiality and Conflict of Interest

12.13 **Confidentiality.** The Law Firm and the Legal Consultants shall keep strictly confidential all information, documents and data of NCCF that they access during or after the engagement, and shall not disclose it to any third party or use it for any purpose other than the assignment. Each Legal Consultant shall sign a confidentiality undertaking before joining. The Law Firm shall comply with applicable data protection laws. This obligation survives the termination of the engagement.

12.14 **Conflict of interest.** The applicant shall provide professional, objective and impartial service and hold NCCF's interest paramount. The Firm and its Partners shall not accept any brief or engagement **against NCCF**, or any matter in which a conflict of interest with NCCF arises, during the contract period. The Firm shall disclose any such conflict immediately. The engagement of the Law Firm or the Supervising Partner, on a case-by-case basis, to represent NCCF before any court or tribunal shall not be treated as a conflict of interest, and shall be paid for as an additional fee in terms of the Schedule of Fees. In any matter in which the Law Firm is so engaged, the scrutiny of its fee bills under clause 8.2(c), and any recommendation on its engagement or change under clause 8.2(d), shall be carried out by the Nodal Officer and not by the Legal Consultants.

12.15 The Law Firm shall not deploy any person who has been an employee of NCCF within the last six months. Non-disclosure of any such association or conflict shall lead to termination of the engagement.

12.16 The Legal Consultants shall not accept any gift, fee or benefit from any party having dealings with NCCF, and shall comply with the code of conduct applicable to NCCF personnel at its offices.

E. Dispute Resolution

12.17 In case of any dispute or difference arising out of or in connection with the engagement, the parties shall first attempt to settle it amicably through discussions between the Competent Authority and the Supervising Partner. If it is not so resolved within 30 days, the dispute shall be referred to a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be New Delhi, and the courts at New Delhi shall have exclusive jurisdiction.

12.18 The decision of the Head Office of NCCF regarding the shortlisting and selection of applicants under this EOI shall be final and binding.

13. VALIDITY OF PROPOSAL

13.1 Proposals shall remain valid for **30 days** from the last date of submission of the proposal.

13.2 In exceptional circumstances, NCCF may solicit the applicant's consent to an extension of the validity period. The request and the response shall be in writing.

14. RIGHT TO ACCEPT OR REJECT ANY PROPOSAL

NCCF reserves the right to annul the proposal process, or to accept or reject any or all proposals, in whole or in part, at any time, without assigning any reason and without incurring any liability to the affected applicants or any obligation to inform them of the grounds for such decision. The decision of the Competent Authority shall be final and binding.

15. FRAUD AND CORRUPTION

Applicants submitting proposals, and the Firm selected through this process, must observe the highest standards of ethics during the selection process and the performance of the Work Order. For this purpose:

(a) "**Corrupt practice**" means offering, giving, receiving or soliciting anything of value to influence the action of NCCF or its personnel in the selection process or in execution of the Work Order.

(b) "**Fraudulent practice**" means a misrepresentation of facts in order to influence a selection process or the execution of a Work Order, and includes collusive practice among Firms (prior to or after proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NCCF of the benefits of free and open competition.

(c) "**Unfair trade practice**" means supply of services different from what is ordered, or a change in the Scope of Work without approval.

(d) "**Coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or the execution of the Work Order.

NCCF shall reject a proposal for award if it determines that the Firm recommended for award has engaged in corrupt, fraudulent, unfair or coercive practices. NCCF may also declare a Firm ineligible, either indefinitely or for a stated period, if at any time it determines that the Firm has engaged in such practices in competing for, or in executing, the Work Order.

ANNEXURE – I

(To be submitted on the letterhead of the Applicant)

FORMAT OF COVERING LETTER

Date: _____

To,
The General Manager (P&A),
National Cooperative Consumers' Federation of India Ltd.,
NCUI Complex, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi – 110016

Subject: Proposal for engagement of a Law Firm for providing full-time Advocates and part time / Legal Consultants – EOI No. _____ dated _____

Dear Sir / Madam,

We enclose herewith our proposal and the particulars required in connection with the above assignment. We further state as follows:

1. We declare that all information and statements made in this proposal are true and correct, and accept that any misrepresentation contained in it may lead to our disqualification and/or termination of the engagement.
2. The fee quoted by us in the Financial Bid is acceptable to us, and this proposal shall remain binding upon us for 30 days from the last date of submission.
3. We shall bear all costs incurred by us in connection with the preparation and submission of the proposal and any pre-contract costs.
4. We understand that NCCF is not bound to accept the lowest or any proposal, or to give any reason for award or rejection of any proposal.
5. We confirm that we have read, understood and agree to all the terms and conditions in the Scope of Work and the Terms and Conditions of the EOI document, and undertake to comply with the same.
6. We confirm that we shall designate a Supervising Partner, shall supervise and guide the Legal Consultants as provided in the EOI, and shall be responsible for their professional conduct.
7. I confirm that I have the authority of _____ (name of the applicant) to submit the proposal and to negotiate on its behalf.

Thank you,

(Signature)
Name of Authorised Signatory: _____
Designation / Enrolment No.: _____
Name of Firm / Applicant: _____
Seal of the Firm

ANNEXURE – II

TECHNICAL BID: ELIGIBILITY COMPLIANCE STATEMENT

S. No.	Eligibility Criterion (clause 6)	Details furnished by the Firm	Document enclosed (Yes / No)	Page No. of proof
1	Firm in existence for 5+ years; year of establishment			
2	Turnover – FY 2023-24 / 2024-25 / 2025-26	₹ ____ / ₹ ____ / ₹ ____		
3	No. of Advocates employed			
4	No. of Partners (10+ years)			
5	Experience – constitutional, commercial, service, tenders, government matters			
6	Experience – cooperative society disputes			
7	Experience – pleadings in coordination with appointed counsel			
8	Experience – representation before courts, commissions and tribunals			
9	Capacity to deploy at all locations; back-up arrangement			
10	Not blacklisted / debarred (self-declaration)			
11	No conflict of interest with NCCF			
12	PAN / GST registration	PAN: _____ GST: _____		

Signature and seal of the authorised signatory: _____

ANNEXURE – III

PROFILE OF SUPERVISING PARTNER AND PROPOSED LEGAL CONSULTANTS

A. Supervising Partner

Name	
Bar Council enrolment no. and year	
Years of practice	
Areas of expertise	
Experience in supervising teams / similar assignments	

B. Proposed Legal Consultants

S. No.	Name of Legal Consultant	Enrolment no. and year	Post-enrolment experience (years)	Relevant experience and languages
1				
2				

C. Deployment plan and back-up arrangement

The Firm shall set out, on its letterhead, the proposed deployment of Legal Consultants at the Head Office, the arrangement for at least one Legal Consultant to be present at the Head Office on every working day, and the back-up arrangement for leave and replacement under clause 8.7. The CV, enrolment certificate and proof of experience of each proposed Legal Consultant shall be enclosed.

D. Undertaking of each proposed Legal Consultant

Each proposed Legal Consultant shall sign and enclose an undertaking, addressed to NCCF, confirming that:

(i) the particulars furnished in respect of the Legal Consultant are true and correct;

(ii) the Legal Consultant is not, and has not within the last six months been, an employee of NCCF;

(iii) no disciplinary proceedings are pending against the Legal Consultant before any Bar Council;

(iv) while attending the Head Office on a full-time basis under clause 5.3, the Legal Consultant shall work exclusively on NCCF's work during working hours and shall not undertake private practice or other engagements during that time; and

(v) the Legal Consultant shall keep all information of NCCF confidential, during and after the engagement.

ANNEXURE – IV

(On letterhead of the Applicant)

SELF-DECLARATION: NON-BLACKLISTING AND CONFLICT OF INTEREST

We, M/s _____, hereby declare that:

1. The Firm and its Partners have not been blacklisted / debarred by any Government Department, Public Sector Undertaking, statutory body or other reputed organisation as on the date of submission of the proposal.
2. No disciplinary proceedings are pending against the Firm, its Partners or the proposed Supervising Partner / Legal Consultants before any Bar Council, other than as disclosed below: _____.
3. Neither the Firm nor any of its Partners is acting, or has acted in the last three years, against NCCF in any matter, and we have no conflict of interest with NCCF, other than as disclosed below: _____.
4. None of the proposed Legal Consultants has served NCCF as an employee in the last six months.
5. We shall keep all information of NCCF confidential and shall ensure that each Legal Consultant signs a confidentiality undertaking before joining.
6. We understand that any false statement shall lead to rejection of our proposal or termination of the engagement.

Date: _____ Place: _____

Signature, name, designation and seal of authorised signatory: _____

ANNEXURE – V

FINANCIAL BID FORMAT

(To be submitted in a separate sealed envelope marked "Envelope B – Financial Bid")

S. No.	Location	No. of Consultants	Monthly fee per Consultant (excl. GST (if applicable)), ₹	Total monthly fee (excl. GST (if applicable)), ₹
1	Head Office, New Delhi	2		
	Grand total (monthly, excl. GST (if applicable)) – basis for L1	2		

Total monthly fee in words: _____

We confirm that the above fee is all-inclusive, as per clause 11 of the EOI, save for the items excluded under that clause, and is exclusive of GST only.

Date: _____ Place: _____

Signature, name, designation and seal of authorised signatory: _____