



**Request for Proposal (RFP) for engagement of Legal Advisor to  
Self-Reliant India (SRI) Fund (The First Scheme of NSIC Venture Capital Fund Limited)**

# **Request for Proposal (RFP) For Engagement of Legal Advisor to Self-Reliant India (SRI) Fund**

**ISSUED BY**

**NSIC Venture Capital Fund Limited (NVCFL)**  
(A Wholly owned Subsidiary of NSIC Ltd)

NSIC Bhawan, Okhla Industrial Estate, Phase – III,

New Delhi – 110 020

[www.nvcfl.co.in](http://www.nvcfl.co.in)

Email: [akkansal@nvcfl.co.in](mailto:akkansal@nvcfl.co.in), [osd@nvcfl.co.in](mailto:osd@nvcfl.co.in)



**“NSIC Bhawan” Okhla Industrial Estate**  
**New Delhi – 110 020**

**Request for Proposal (RFP) for engagement of Legal Advisor to  
Self-Reliant India (SRI) Fund (The First Scheme of NSIC Venture Capital Fund Limited)**

**1. Request for Proposal:**

Self-Reliant India (SRI) Fund, (The First Scheme of NSIC Venture Capital Fund Ltd), invites proposals from Indian Law Firms for appointment as Legal Advisor to the Fund, which is a Fund of Funds for MSMEs. The tenure of appointment of the Legal Advisor shall be for a period of 5 years.

Law Firms desirous of submitting proposals for this RFP are requested to study the document carefully, before submitting their proposals. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of the RFP with full understanding of its terms, conditions and implications.

Law Firms, qualifying the eligibility conditions prescribed in “Eligibility Criteria”, under Clause 4 of the RFP may submit their proposals latest by 1400 hrs on 22-12-2025, as per the guidelines mentioned in the RFP, which can be downloaded from the website of NVCFL Venture Capital Fund Limited (NVCFL) ([www.nvcfl.co.in](http://www.nvcfl.co.in)) and CPP Portal ([ePublishing System, Government of India](#)).

Bid shall remain valid for 120 days from last date of bid submission.

**2. Background:**

NVCFL Venture Capital Fund Limited (NVCFL) is a wholly owned subsidiary of The National Small Industries Corporation (NSIC Ltd), a Mini-Ratna Corporation of the Government of India under the Ministry of Micro, Small and Medium Enterprises. The Ministry has started Fund of Funds Scheme, christened as **Self-Reliant India (SRI) Fund**, as an Alternative Investment Fund (AIF), for providing growth capital to the Micro, Small and Medium Enterprises (MSMEs), so that they have access to equity/quasi-equity. This will facilitate them to move towards listing on the Stock Exchanges, and become National and International Champions by growing beyond the

bracket of MSME. The Fund of Funds is anchored by NVCFL Venture Capital Fund Limited, hereinafter called NVCFL.

SRI Fund the first scheme of NVCFL has setup a Fund of Funds with a corpus of INR 10,000 crore as Mother Fund, from Government of India, as anchor investor. The Mother Fund has been setup as an AIF by NVCFL. SRI Fund being the Mother Fund has registered with SEBI as a Category II Alternative Investment Fund.

An Advisory Board has been constituted by the Government of India, overarching the entire executive framework of the Fund of Fund (FoF) scheme. The Advisory Board has formulated broad guidelines for lending/investment including that for return on investment and tenure, exit options, sectoral focus, segmental focus and empanelment of Daughter Funds, and also monitor the progress of the scheme, periodically.

SRI Fund is having a professional and independent Investment Committee.

The target group of FoF funding, through the Daughter Funds is MSMEs (defined under the MSMED Act), who have a marked potential to grow, but are unable to do so because their requirement for growth capital remains unfulfilled. Investment focus will be on traditional manufacturing and service MSMEs.

Non Profit institutions, NBFCs, financial inclusion sector, micro credit sector, SHGs and other financial intermediaries shall, however, not be eligible for consideration.

The Mother Fund is an unfettered and is investing downstream in Daughter Funds, which are also an Alternative Investment Funds (AIFs) registered with SEBI, who, in turn, are investing in MSME units. The Mother Fund have empanelled Daughter Funds with it subject to conditions as may be laid down and by following due process. The empanelled Daughter Funds will have to raise funds from outside sources and for each 4 units of funds so mobilised, they will be eligible to solicit 1 unit of fund from the Mother Fund, on back-ended basis.

Fund Life: Considering the nature of MSMEs and difficulties expected in early exiting, the FoF have a life of 15 years. The FoF is a revolving fund.

Detailed guidelines of the Fund of Funds are available on the website of NVCFL Venture Capital Fund Limited ([www.nvcfl.co.in](http://www.nvcfl.co.in)) and can also be provided on request.

### **3. Scope of Work:**

#### **A. Structuring Advice:**

- a. To advise on the organisational structure for the entities involved in the setting up of AIF.
- b. To have legal oversight over the entire process and activities of Fund of Fund (FoF) during fund life.

- c. Advising on the management structure, risk management structure and due-diligence process for the AIF.
- d. Advising on key regulatory issues for the AIF like empanelment of Daughter Funds, exercise of legal due diligence over the Daughter Funds, Exits, conflict of interest, fiduciary obligations and roles and responsibilities of the AMC.
- e. Participating in discussions and meetings with representatives of SRI Fund, as required, and ensuring implementation of timelines for setting up of the AIF.

**B. Regulatory Filing& Compliances:**

- a. Advice on necessary regulatory approvals / licences / registrations required for the operation of the AIF.
- b. Assisting SRI Fund in preparing and filing prescribed form(s), along with supporting annexures, for registration of the AIF with the Securities and Exchange Board of India ("SEBI") as an Alternative Investment Fund.
- c. Coordinating with SEBI and other Statutory/Regulatory bodies and assisting in responding to queries that may be raised during the application process, and thereafter, during the Fund life.

**C. Documentation: Drafting / vetting of the following documents for AIF from Indian Law, Indian legal regulatory bodies and tax perspectives:**

1. Review of SRI Fund documents and policies and to ensure alignment with fund documents of downstream portfolio funds;
2. Review of the following documents prepared by fund counsel of portfolio AIFs and assisting SRI Fund in finalizing the said fund documents for SRI's downstream investments:
  - Private Placement Memorandum;
  - Contribution Agreement;
  - Investment Management Agreement and Investment Policy
  - Operating guideline
  - Any other SRI documents including SRI SOP
3. Drafting side letter of SRI Fund or related changes
4. Review of closing opinion issued by legal counsel of portfolio funds confirming compliance of the documents of the portfolio fund; and
5. Review of legal agreements/ side letters executed with other investors (if required);
6. Suggesting protective clauses obliging the portfolio fund and its manager to ensure continued monitoring and compliances at the level of their portfolio companies, which may also be retained in the investment documents by such portfolio funds.

7. SEBI Compliance and guidance on old and new circulars.
8. The following miscellaneous matters
  - i. RFP for other services to be availed (like AMC etc.).
  - ii. Confidentiality Agreement / Non-compete Agreement / Non-Disclosure Agreement etc.
  - iii. Comprehensive presentations (PPT, multi-media) covering features of the AIF.
  - iv. Any other ancillary agreement, as may be required, to assist in the closure of the various transactions.
  - v. Formats of undertakings / commitments /letters from sponsors / anchor investor or any other documents required for the purpose of smooth operations of the AIF.
  - vi. Any Tax related matters

**D. Close Coordination:** Legal Advisor shall have to work in close coordination with the AMC and other intermediaries to be appointed by SRI Fund.

**E. Miscellaneous:**

- a. To assist in discussions with various regulatory and statutory authorities, as and when required
- b. To coordinate and to provide advice on legal, regulatory and tax issues pertaining to the AIF, to the Board/Authorised Official of NVCFL, as and when required.
- c. To function as Legal Advisor to SRI Fund the first scheme of NVCFL, during the entire tenure of the fund life.

The Scope of Work mentioned above are indicative and non-restrictive in nature. There may be some services not expressly captured in the aforesaid Scope of Work, which may be referred to the Legal Advisor (LA) by SRI Fund the first scheme of NVCFL and shall form an integral part of the Scope of Work

**4. Eligibility Criteria:**

**A.**

- i. The Law Firms applying should be reputed professional firms having experience of at least 5 years for providing advisory services for Alternative Investment Funds / Venture Capital Funds / Private Equity Fund. (The information is to be furnished in **Annexure II** as per format given )
- ii. The bidding Law Firm must have been ranked amongst Tier 1 or Tier 2, or Tier 3 Law Firms as per the 2025 edition of Legal 500 India – Asia Pacific guide (The information is to be furnished in **Annexure II** as per format given )
- iii. During the last 5 financial years, bidders should have advised, formed and handled, at least two transactions of Alternative Investment Fund / Venture Capital Fund / Private

Equity Fund in India, of fund size not less than Rs. 500 crore each, of which at least one must be of a Government / Public Sector institution sponsored fund. (The information is to be furnished in **Annexure II** as per format given )

- iv. The bidding Law firm should have a positive net worth as on 31<sup>st</sup> March, 2025 and also furnish the turnover details as per the audited financial statement of FY 2024-25; CA certificate with UDIN No. to be attached. (The information is to be furnished in **Annexure II** as per format given)
- v. Bidders should have Pan India presence with offices in NCR, New Delhi and Mumbai being mandatory. (The information is to be furnished in Annexure II as per format given)
- vi. The Law Firm or any of its Partners, should not have been convicted/debarred/blacklisted by any Court of Law or Statutory/Regulatory authority. (Details to be furnished as per format Appendix B of the **Annexure IV** attached )
- vii. Consortium/ Joint Venture bids will not be allowed.

**B. Earnest Money Deposit (EMD) Clause:**

- i. The bidder shall submit EMD amount as specified in the RFP document, only from Scheduled Commercial Banks, either in the form of Demand Draft/Banker's Cheque/ Bank Guarantee / Insurance Surety Bond in prescribed Format as per **Annexure-VII** in the prescribed Format or through RTGS / NEFT in SRI FUND/ Buyer's name as per the details mentioned below:

NAME OF ACCOUNT HOLDER	BANK NAME & BRANCH	BANK A/C NO.	BANK IFSC CODE
Self-Reliant India (SRI) Fund	State Bank of India, IFCI Tower, Nehru Place , New Delhi-110019	41785723634	SBIN0004298

- ii. The bidder to attach the UTR No. /Bank Statement / RTGS Slip in the Technical Bid documents, to prove the transfer of payment to the Buyer's Account.
- iii. **Original Document of EMD:** Bidder shall ensure that EMD in acceptable forms i.e. Demand Draft/ Banker's cheque/ original Bank Guarantee/ Original Insurance Surety Bond is submitted in a sealed envelope on or before due date & time of submission of Proposal to the SRI office at:

Chief Financial Officer (CFO)  
Self-Reliant India (SRI) Fund  
"NSIC Bhawan", Okhla Industrial Estate  
Phase III, New Delhi- 110020

- iv. The sealed envelope for submitting stipulated original document should be Superscribed with RFP Reference No. and should bear the subject as EMD. It should contain only the EMD document and no other document related to RFP.
- v. In case the EMD is submitted in the form of Bank Guarantee or Insurance Surety Bond, it must be valid for 45 days beyond the Final validity period of the Proposal.

- vi. **Proof of EMD document** [Photo copy of Demand Draft/ Banker's cheque/ UTR no. for the online payment made/ copy of EMD Bank Guarantee as per format / copy of Insurance Surety Bond or valid documentary evidence for exemption from EMD] is to be submitted along with the Proposal.
- viii. Bidders eligible for exemption from submission of EMD as defined in Public Procurement Policy 2012 (as amended) issued by Ministry of Micro, Small and Medium Enterprises shall be exempted from the payment of EMD on submission of valid documentary proof i.e. Udyam Registration Certificate. MSEs claiming exemption from EMD are required to submit **Bid Securing Declaration** in prescribed Proforma as per **Annexure-VIII** duly typed on bidder's letter head and signed by the authorized signatory with seal.
- ix. The benefits of Public Procurement Policy shall be given to all eligible MSEs irrespective of relevance of product Category as per Office Memorandum F.No. 1(3)/2018-MA, Part-III dated 25.03.2022 issued by O/o. DC-MSME.
- x. EMD submitted by the bidder shall be forfeited, if the bidder:
  - a) Withdraws or modifies or derogates from the Bid in any respect within the period of validity of its bid; or
  - b) If it comes to notice that the information/documents furnished in its bid is false, misleading, fake or forged; or
  - c) Fails to furnish requisite performance security within stipulated time required as per RFP conditions; or
  - d) If the selected bidder fails to sign the contract in accordance with RFP terms and conditions; or
  - e) Fails to accept the correction of its Bid price pursuant to RFP terms and conditions; or
  - f) Refuses to execute the work at his agreed scope/quoted rates, after issuance of the Award Letter; or
  - g) If found involved in incidents of manipulation of rates by cartelization.
- xi. The Buyer/ SRI Fund shall not be liable for payment of any interest on EMD/Bid fees.
- xii. Non-submission of EMD within the stipulated date and time will lead to summarily rejection of the Proposal.

**5. Technical Bid and its Evaluation Criteria:**

Interested Law Firms may submit their Technical Bid in the following format:

- A. Experience and capability in handling Alternative Investment Funds / Venture Capital Funds / Private Equity Investment:**

***(Weightage for evaluation 90/100)***

- i) Years of Experience of the firm in the field of Alternative Investment Funds/Venture Capital Funds/Private Equity Fund. *(Weightage for evaluation 10/100)*
- ii) The Law Firm must have been ranked as Tier 1 or Tier 2 or Tier 3 Law Firm, as per 2025 edition of the 'Legal 500 India – Asia Pacific Guide'. *(Total Weightage for evaluation 05/100; Marks will be 5, 3, 1 for Tier 1, Tier 2, Tier 3 respectively)*
- iii) Capability, capacity and previous experience and expertise of the Firm in forming and

post-formation handling of AIF/VC/PE Funds; to be furnished as follows: *(Total Weightage 50/100 as detailed below)*

- a. Experience as Legal Advisor in formation of fund(s) registered under SEBI (Alternative Investment Fund) Regulations, 2012:

**(ONLY SEBI REGISTERED FUNDS TO BE LISTED)**

Sl. No.	Name of Fund and Fund House	SEBI Registration No.	Date of Launch	Corpus (INR. in crore)
1.				
2.				
3.				
4.				

(Weightage 25/100 of which 10/100 will be on number of funds and 15/100 on corpus of funds)

- b. Experience as Legal Advisor to the Fund only (and not to the investor) in post-formation handling of fund(s): ONLY SEBI REGISTERED FUNDS TO BE LISTED)

Sl. No.	Name of Fund and Fund House	SEBI Registration No.	No. of transactions	Transaction Value (INR in crore)

(Weightage 25/100 of which 10/100 will be on number of funds and 15/100 on corpus of funds)

- iv) Financial position and Infrastructure (like branch offices & manpower):

***(Weightage for evaluation 25/100)***

Bidders should have Pan India presence and having offices in NCR, New Delhi and Mumbai is mandatory. Particulars may be furnished as under:

Turnover of the Firm as per Audited Financial Statement of FY 2024-25 (INR.)	No. of Offices, in India	No. of Legal Professionals engaged on permanent/regular basis as on the 31 <sup>st</sup> March, 2025
<i>(15)*</i>	<i>(05)*</i>	<i>(05)*</i>

***\*Weightage for each segment is given in brackets***

Details of infrastructural facilities available at each office in India, including professionals and support staff etc. to be furnished, separately.

- B. Team Details and Indicative Timeline: (Weightage for evaluation 10/100)**

- i) Detailed profile of the core and support teams (with CVs of each team member detailing qualification and relevant experience) that will be deployed on the assignment, in the event of selection. (**Weightage for evaluation 05/100**) (The information is to be furnished in **Annexure II**)
- ii) Demonstrate ability to deliver in accordance with the timetable requirement and the ability to commit key personnel for the entire duration of the fund life. Suggest a milestone based timeline for the proposed fund in the form of a PPT of which soft copy in PDF file and 5 hard copies should be submitted. (**Weightage for evaluation 05/100**) (The information is to be furnished in **Annexure II**)

**Note:**

- a) **In respect of Clause 5.A & 5.B above, the maximum marks prescribed under each Head will be given to the highest/best bidder under the respective Head. Marks under that particular Head, will be proportionally reduced for other bidders, based on their proposal.**
- b) **Marks will be calculated upto 2 decimal points.**
- c) **Qualifying marks for short listing in the technical evaluation is 70 marks. The technically qualified shortlisted Bidders shall only be considered for evaluation of Financial Bid.**

**6. Performance Security:**

The selected bidder shall submit the security @5% (Five Percent) of the accepted total order value within 28 days from the date of acceptance of work order by the successful bidder, in the form of Insurance Surety Bond as per format enclosed as **Annexure-IX A** / Bank Guarantee from a scheduled commercial bank as per format enclosed as **Annexure-IX B** / or account payee Demand Draft/ Banker's Cheque from a scheduled commercial bank or online payment through NEFT/ RTGS in favour Self Reliant India (SRI) Fund. The period/duration of Bank Guarantee or Insurance Surety Bond would be 62 months from the date of issue of original Bank Guarantee.

The BG or Insurance Surety Bond will be released within 60 days of successful completion contract.

In case of selected bidder, the Earnest Money Deposit will be returned after submission of the Self Reliant India (SRI) Fund Security. The Self Reliant India (SRI) Fund Security shall remain valid throughout the tenure of the project.

In case the selected bidder fails to submit Self- Reliant India (SRI) Fund guarantee within the time stipulated, Self-Reliant India (SRI) Fund at its discretion may cancel the order placed to the selected bidder without giving any notice. Self-Reliant India (SRI) Fund shall invoke the Self Reliant India (SRI) Fund guarantee in case the selected bidder fails to discharge their contractual obligations during the period or in case Self Reliant India (SRI) Fund incurs any loss due to selected bidder's negligence in carrying out the assignment as per the agreed terms &

conditions and submits falls / misleading information at any time during the selection process and thereafter. Self-Reliant India (SRI) Fund shall forfeit the Self Reliant India (SRI) Fund Security in case the selected Service provider fails to discharge their contractual obligations during the contract period

If the transaction falls through on account of the non-deliverance of the Legal Advisor (as per the Scope of work and Terms of Reference) then the complete Self Reliant India (SRI) Fund Guarantee would be invoked and forfeited. It may be refunded to the consultant without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract, if any.

**7. Submission of Proposal:**

The proposals are required to be submitted in envelopes, as per the following:

**A. Sealed Envelope No. 1.** Superscribed as under:

**ENVELOPE NO. 1**

**PROPOSAL FOR APPOINTMENT OF LEGAL ADVISOR BY SELF RELIANT INDIA (SRI) FUND**

**From: Name of the bidding Law Firm to be mentioned**

Envelope No. 1 would contain the following:

- i) Forwarding Letter/Letter of Submission from the Bidder (**Annexure I**) to the Chief Financial Officer (CFO), Self-Reliant India (SRI) Fund, detailing all relevant Annexures/attachments mentioned in RFP (envelope wise).
- ii) Authority letter relating to the authorized signatory.
- iii) Certificate that in case any of the members of the team indicated in the proposal is not available for any reason like resignation, etc. a person of equivalent qualification and experience would be made available, with the concurrence of Self Reliant India (SRI) Fund.
- iv) Detailed profile of the core and support teams (with CVs of each team member detailing qualification and relevant experience) that will be deployed on the assignment, in the event of selection.
- v) Details on Letter Head mentioning the details of EMD whether Insurance Surety Bond/Bank Guarantee / RTGS/Pay Order/Demand draft details of Rs 2,50,000/- (Rupees Two Lakh Fifty Thousand only) favouring **SELF RELIANT INDIA (SRI) FUND**, payable at New Delhi.
- vi) Presentation containing milestone based timeline for the SRI fund in the form of a PPT of which soft copy in PDF file and 5 hard copies should be submitted.
- vii) The sealed envelope no. 2 (containing the Technical Bid) and sealed envelope no.3 (containing the Financial Bid) shall also be placed inside the envelope no.1.

Please ensure that that all pages of RFP and its schedules, certificates & Annexure, attached are duly filled in, pages numbered and signed by the authorized signatory of the Bidder.

**B. Sealed Envelope No. 2** – The sealed envelope no. 2 containing the Technical bid should be placed inside the envelope no.1. The Technical bid should be filled in terms of the requirements stated in Clause 4 & 5 above and as per **Annexure -II**,  
The envelope must be Superscribed as under:

**ENVELOPE NO. 2**  
**PROPOSAL FOR APPOINTMENT OF LEGAL ADVISOR BY SELF RELIANT INDIA (SRI) FUND**  
**TECHNICAL BID**  
**From: Name of the bidding Law Firm to be mentioned**

Please ensure that that all the certificates & attachments are duly enclosed, pages numbered and signed by the authorized signatory of the Bidder.

**C. Sealed Envelope 3** –The sealed envelope no. 3 containing the financial bid should be placed inside the envelope no.1. The Financial bid should be filled in the format as per **Annexure - III**

The envelope must be Superscribed as under:

**ENVELOPE NO. 3**  
**PROPOSAL FOR APPOINTMENT OF LEGAL ADVISOR BY SELF RELIANT INDIA (SRI) FUND**  
**FINANCIAL BID**  
**From: (Name of the bidding Law Firm to be mentioned)**

Please ensure that that the Financial Bid Format is duly filled in and signed by the authorized signatory of the Bidder.

**D. Last date of submission of the proposal and the dates for opening of Technical Bid. Financial Bid:**

- a) Proposal can be submitted latest by 14:00- hrs. on 22-12-2025, to the CFO, SELF RELIANT INDIA (SRI) FUND, “NSIC Bhawan”, Okhla Industrial Estate, Phase III, New Delhi- 110020, in hard copies, in original, duly signed by the authorized officer of the Legal Advisor. SRI will not be responsible for any postal/courier delay. The proposals received after the appointed time and date will not be entertained and shall automatically stand rejected.
- b) The Technical bid will be opened by the Tender Evaluation Committee, in the presence of the bidders, willing to be present, on 23-12-2025 at 14.00 hrs at “NSIC Bhawan”, Okhla Industrial Estate, Phase III, New Delhi- 110 020..
- c) Self-Reliant India (SRI) Fund reserves the sole right to accept or reject any or all Proposals thus received, without assigning any reasons therefor.
- d) Please note that **bids with any conditionality shall be summarily rejected.**
- e) All the documents forming part of the bidding proposal submitted shall be the property of SRI

FUND.

**8. Amendment to RFP:**

1. SRI Fund reserves the right to relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of the Self Reliant India (SRI) Fund and the objective of the project without assigning any reasons therefor, and
2. Amendment/addendum in the RFP, if any, as mentioned above, shall be made atleast 5 days before the last date for submission on the website of Self Reliant India (SRI) Fund, in order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids.

**9. Extending Deadline for submission of proposal:**

Self-Reliant India (SRI) Fund may, if situation so arises, and at its discretion, extend the deadline for submission of proposals / make changes in the timeline given in Clause 15 of the RFP, by issuing an amendment. The same will be displayed on the website of NVCFL.

**10. Right to terminate the process**

- a) Self-Reliant India (SRI) Fund may terminate the RFP process at any time, without assigning any reason therefor. Self-Reliant India (SRI) Fund makes no commitment, explicit or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by Self Reliant India (SRI) Fund. The bidder's participation in this process may result in Self Reliant India (SRI) Fund selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by Self Reliant India (SRI) Fund to execute a contract or to continue negotiations. Self-Reliant India (SRI) Fund may terminate negotiations at any time without assigning any reason.

**11. Procedure for selection:**

- 11.1** Bidders not fulfilling the Eligibility Criteria mentioned in para 4 above, shall not be evaluated. The Bidders who have not submitted the EMD and/or submitted incomplete bid shall also not be evaluated.
- 11.2** The Selection Committee would evaluate the Technical Bids of the bidders on the criteria mentioned in paragraph 5 above, based on their proposals and shortlist them for the purpose of opening of their Financial Bids. Only the bidders scoring 70 marks and above out of 100 in the technical evaluation, will be technically short-listed. The Selection Committee will open the Financial Bids of only technically short-listed applicants.
- 11.3** The names of the Bidders, found to be technically shortlisted in the Technical evaluation, will be placed on the website of Self Reliant India (SRI) Fund.
- 11.4** The short-listed bidders, if they so desire, may remain present at the time of opening of the Financial Bids.
- 11.5** The evaluation of final bid will be based on the Present Value (PV) of the yearly payment

quoted as per formula given in Clause 12(a).

- 11.6** The marks scored by the technically short-listed bidders in the technical evaluation will be given a weightage of 70. The Financial Bids will be given a weightage of 30.

The Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula:

$$B = (C_{\text{low}}/C) \times Z + (T/T_{\text{high}}) (1 - Z)$$

Where:

- C** = Evaluated Bid Price  
**C<sub>low</sub>** = the lowest of all Evaluated Bid Prices among responsive Bids  
**T** = the total Technical Score awarded to the Bid  
**T<sub>high</sub>** = The Technical Score achieved by the Bid that is scored best among all Responsive Bids  
**Z** = weightage for the financial bid i.e. 30%

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid. The combined score of technical and Financial Bids based on the Quality and Cost Based Selection (QCBS) will determine the H1, H2, H3 and so on.

- 11.7** The bidder scoring the highest points/marks (H1) based on the above principles, would be selected as Legal Advisor. In case of a tie in scoring, the bidder who has the highest technical score will be selected. The bidders selected as Legal Advisor will be required to execute the agreement in the format placed at **Annexure X**.

## **12. Requirements for Financial Bids**

- a) The Bidder shall furnish a proposed year wise payment schedule, inclusive of all taxes and levies, excluding GST, staggered over the entire fund life. The bidder shall also provide Present Value (PV) of the proposed payment schedule by using the formula:  **$PV = \frac{\text{Yearly Payment}}{(1+i)^t}$**  where 'i' is the discount rate and 't' is the yearly time period, in years. For the purposes of PV calculation, the discount rate will be notionally presumed at 5% and all payments will be deemed to be as on the 1<sup>st</sup> day of the respective financial year. Actual payments will be made as per Terms of Payment mentioned in Clause 13, below. (Format of Financial Bid placed as **Annexure III**).
- b) In case of mismatch in the amounts quoted in words and figures, the amount in figures will be taken as correct for all purposes, including evaluation of Financial Bids.
- c) The Fee quoted by the bidder shall remain fixed till successful completion of assignment.
- d) The fee quoted by the bidder shall be unconditional. All expenses would be borne by the Legal Advisor.
- e) The Bidders will be liable to pay taxes / levies applicable as per law. Any additional tax liability arising out of higher tax rates or new taxes shall be the responsibility of the bidder.

**13. Terms of Payment:**

Legal Advisor will raise the invoices, on quarter end basis proportionately for the payment for the relative financial year, as per schedule of payment submitted in the Financial bid, to Self-Reliant India (SRI) Fund, "NSIC Bhawan", Okhla Industrial Estate, Phase III, New Delhi 110 020, for arranging payment. The GST should be indicated separately while raising the bills for payment of fee. All other taxes/levies, if any, presently or during the period of engagement, shall be borne by the bidder. Payment will be released after verification, only through one of the accepted modes of electronic transfer viz. RTGS/NEFT.

**14. Timelines:**

Indicative timelines for the various steps are outlined below:

Indicative Process	Timelines
1.1 RFP release date	29 <sup>th</sup> November 2025
1.2 Clarifications/questions from bidders	8 <sup>th</sup> December 2025
1.3 Last date for submission of bids	22 <sup>nd</sup> December 2025 at 14.00 Hrs
1.4 Date of opening of Technical Bid	23 <sup>rd</sup> December 2025 at 14.00 Hrs

**Note:** If any of the dates falls on a holiday for SRI Fund, the next working day will be reckoned to be the due date.

**15. Dispute Resolution:**

In the event of any dispute between the Legal Advisor and SRI Fund, either Party may call upon CEO, NVCFCL and the Managing Partner/Chairman of the Board of Directors of the bidder for amicable settlement, and upon such reference, the said persons or their representatives shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If the dispute is not amicably settled within 45 (forty fives) days from the reference, the recourse would be taken to arbitration.

**16. Termination**

Self-Reliant India (SRI) Fund may, by not less than 30 (thirty) days' written notice of termination to the Law firm selected as Legal Advisor, terminate the services of the Legal Advisor. Such notice of termination may be given after the occurrence of any of the events specified below:

- i) the Law Firm selected as Legal Advisor, fails to remedy any breach or any failure in the Self Reliant India (SRI) Fund of its obligations, as specified in a notice of suspension, within 30 days of receipt of such notice of suspension or within such further period as Self Reliant India (SRI) Fund may have subsequently granted in writing;
- ii) the Law Firm selected as Legal Advisor, or any of its Partners is/are convicted/debarred/blacklisted by any Court of Law or Statutory/Regulatory authority.;
- iii) the Law Firm selected as Legal Advisor, fails to comply with any binding decision reached as a result of arbitration proceedings;

- iv) the Law Firm selected as Legal Advisor, submits to Self-Reliant India (SRI) Fund a statement which has a material effect on the rights, obligations or interests of Self-Reliant India (SRI) Fund and which the Law Firm selected as Legal Advisor, knows to be false;
- v) any document, information, data or statement submitted by the Law Firm selected as Legal Advisor in its Proposals, based on which the Law Firm selected as Legal Advisor, was considered eligible or successful, is found to be false, incorrect or misleading;
- vi) as the result of Force Majeure, the Law Firm selected as Legal Advisor, is unable to perform a material portion of the Services for a period of not less than 90 days; or
- vii) Self-Reliant India (SRI) Fund, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

**17. Communication:**

For any clarification, submission of bids and for all communications in this regard, please contact at the following address:

**Chief Financial Officer (CFO)**  
**Self-Reliant India (SRI) Fund**  
“NSIC Bhawan”, Okhla Industrial Estate, Phase III **New Delhi – 110 020**

Email address: [akkansal@nvcfl.co.in](mailto:akkansal@nvcfl.co.in) and [osd@nvcfl.co.in](mailto:osd@nvcfl.co.in)

Telephone Number: 011-26924510

**18. Force Majeure:**

“Force Majeure” shall mean an event beyond the control of the selected Law Firm and not involving the selected Law firms fault or negligence and not foreseeable. Such events may be inclusive, but are not limited to riots, wars or revolutions, fires, floods, epidemics, quarantine restrictions. If a Force Majeure situation arises, the selected Law Firm shall, as soon as practicably possible, notify Self-Reliant India (SRI) Fund in writing of such conditions and the cause thereof. Unless otherwise directed by Self-Reliant India (SRI) Fund, the selected Law Firm shall seek all reasonable alternative means for Self-Reliant India (SRI) Fund not prevented by the Force Majeure event.

**19. Disclaimer:** Notwithstanding anything stated hereinabove, Self-Reliant India (SRI) Fund reserves the right to reject any or all the proposals received without assigning any reason. Decision of Self Reliant India (SRI) Fund shall be final in all respects and regards. Disputes, if any, shall fall under the jurisdiction of Courts at New Delhi, only.

**20. Doctrine of Substantial Compliance:** The Eligibility Criteria mentioned in the RFP document are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the Eligibility Criteria. Keeping this caveat in view, interpretation by Buyer would be based on

common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

**21. Code of Integrity for Public Procurement:**

Self-Reliant India (SRI) Fund as well as bidders shall observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant RFP arrangement.

- a. **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- b. **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- c. **"Anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- d. **"Coercive practice"**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- e. **"Conflict of interest"**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- f. **"Obstructive practice"**: materially impede Self Reliant India (SRI) Fund's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information.

- 22. Punitive Provisions:** Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing

a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- i) if his bids are under consideration in any procurement
  - a. Forfeiture or encashment of bid security
  - b. Calling off of any pre-contract negotiations, and;
  - c. Rejection and exclusion of the bidder from the procurement process
- ii) if a contract has already been awarded
  - a. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity,
  - b. Forfeiture or encashment of any other security or bond relating to the procurement;
  - c. Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
  - a. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year; b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - b. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

\*\*\*\*\*

**FORMAT OF FORWARDING LETTER / LETTER OF SUBMISSION BY THE BIDDER**  
**(TO BE SUBMITTED ON THE LETTER HEAD OF THE BIDDER)**

Letter No.:

Date:

To,

**Chief Financial Officer (CFO)**  
**Self-Reliant India (SRI) Fund**  
**“NSIC Bhawan”, Okhla Industrial Estate,**  
**Phase III New Delhi – 110 020.**

**Subject: PROPOSAL IN RESPONSE TO RFP NO. SRI FUND/2025-26/RFP-LA/01 DATED**  
**29<sup>th</sup> November’2025**

Dear Sir,

In accordance with the terms and conditions laid down in the RFP No. SRI FUND/2025-26/RFP-LA/01 dated 29-11-2025 we confirm that we fulfill the Eligibility criteria laid down therein, for submitting proposal for consideration and submit herewith our Bid, in the prescribed format. The proposal, which is unconditional and unqualified, comprises the following:

1. Sealed envelope no. 2 containing the Technical Bid along with relevant annexures (as per **annexure II** of the RFP).
2. Sealed envelope no. 3 containing the Financial Bid (as per **Annexure III** of the RFP).
3. Refundable EMD in the form of Insurance Surety Bond/Bank Guarantee in the format at **Annexure-VII** or in the form of RTGS/Pay Order/Demand draft for Rs 2,50,000/- (Rupees Two Lakh Fifty Thousand only) favouring **SELF RELIANT INDIA (SRI) FUND**, payable at New Delhi. [in terms of clause 4 (B) (i) of the RFP].
4. Authority letter relating to the authorized signatory, signing the bid documents.
5. Certificate from CA of the Law firm that the Law firm has a positive Net worth as per the last audited balance sheet[in terms of clause 4 (A)(iv) of the RFP].
6. Certificate that in case any of the members of the team indicated in Eol is not available for any reason like resignation, etc. a person of equivalent qualification and experience would be made available, with the concurrence of Self Reliant India (SRI) Fund
7. Affidavit-cum-Undertaking, (as per **annexure IV** of the RFP, including Appendix A, B & C).
8. Confidentiality Undertaking (as per **annexure V** of the RFP).
9. Certificate of Unconditional Bid (as per **annexure VI** of the RFP).
10. Detailed profile of the core and support teams (with CVs of each team member detailing qualification and relevant experience) that will be deployed on the assignment, in the event of selection[in terms of
11. Presentation containing milestone-based timeline for the SRI fund in the form of a PPT of which soft copy in PDF file and 5 hard copies should be submitted.

All information provided in the Proposal and in Appendices is true and correct and all documents accompanying the Proposal are true copies of their respective originals.

I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

Thanking you,

Name:

Designation:

Name of the Law Firm:

**FORMAT OF TECHNICAL BID**  
**(TO BE SUBMITTED ON THE LETTER HEAD OF THE BIDDER)**

Letter No.:

Date:

To,  
**Chief Financial Officer (CFO)**  
**Self-Reliant India (SRI) Fund**  
**“NSIC Bhawan”,**  
**Okhla Industrial Estate, Phase III,**  
**New Delhi – 110 020.**

**Subject: PROPOSAL IN RESPONSE TO RFP NO. SRI FUND/2025-26/RFP-LA/01 DATED**  
**29<sup>th</sup> November’2025**

Dear Sir,

In accordance with the terms and conditions laid down in the RFP No SRI FUND/2025-26/RFP-A/01 dated 29<sup>th</sup> November’2025, we confirm that we fulfill the Eligibility criteria laid down therein, for submitting proposal for consideration and submit herewith our Technical Bid, on prescribed format, as under:

<b>Clause No. of RFP</b>	<b>Criteria</b>	<b>Response</b>	<b>Remarks</b>
<b>4.A (i)</b>	Years of Experience of the firm in the field of Alternative Investment Funds/Venture Capital Funds/Private Equity Funds.	No. of completed Years of experience in the field of AIF/VC/PE as on 31 <sup>st</sup> March’2025: _____ years.	Relevant documents in support (work order/ experience contract and relevant completion certificate)
<b>4.A (ii)</b>	The Law Firm must have been ranked as Tier 1 or Tier 2 or Tier 3	Ranking – Tier _____	Please attach self-certified extract of the 2025 edition of ‘Legal 500 India

	Law Firm, as per 2020 edition of the 'Legal 500 India - AsiaPacific Guide'		– Asia Pacific Guide' containing the name of the Firm.																		
<b>4.A (iii)</b>	During the last 15 years, as on 31.03.2025, capability, capacity and previous experience of the Firm and expertise in handling assignments relating to AIFs.	<p>A. Experience as Legal Advisor for formation of AIF/PE/VC:</p> <table border="1"> <thead> <tr> <th></th> <th>No. of Funds</th> <th>Corpus Target (Amount in INR crore)</th> </tr> </thead> <tbody> <tr> <td>Govt./Public Sector Institutions sponsored Funds</td> <td></td> <td></td> </tr> <tr> <td>Non-Govt entity sponsored Fund</td> <td></td> <td></td> </tr> </tbody> </table> <p>(Please specify corpus target for each fund separately in the above format)</p> <p>B. Experience as Legal Advisor during complete life-cycle of the fund(s), by being associated from launch to exit:</p> <table border="1"> <thead> <tr> <th></th> <th>No. of Funds</th> <th>Corpus Funds raised (Amount in INR crore)</th> </tr> </thead> <tbody> <tr> <td>Govt./Public Sector Institutions sponsored Funds</td> <td></td> <td></td> </tr> <tr> <td>Non-Govt entity sponsored Fund</td> <td></td> <td></td> </tr> </tbody> </table> <p>(Please specify corpus target for each fund separately in the above format)</p>		No. of Funds	Corpus Target (Amount in INR crore)	Govt./Public Sector Institutions sponsored Funds			Non-Govt entity sponsored Fund				No. of Funds	Corpus Funds raised (Amount in INR crore)	Govt./Public Sector Institutions sponsored Funds			Non-Govt entity sponsored Fund			Relevant documents in support of the statements to be furnished (work order/ experience contract and relevant completion certificate)
	No. of Funds	Corpus Target (Amount in INR crore)																			
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Non-Govt entity sponsored Fund																					
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Non-Govt entity sponsored Fund																					
<b>4.A (iv)</b>	Financial position	<table border="1"> <thead> <tr> <th>Turnover as per last Audited Financial Statement of FY 2024-25 (Rs. in crore)</th> <th>Net worth as per last Audited Financial Statement of FY 2024-25 (Rs.in Crore)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Turnover as per last Audited Financial Statement of FY 2024-25 (Rs. in crore)	Net worth as per last Audited Financial Statement of FY 2024-25 (Rs.in Crore)			Copy of Audited Financial Statement for FY 2024-25 & C.A. certificate with UDIN No. on letter head of C.A. to be attached.														
Turnover as per last Audited Financial Statement of FY 2024-25 (Rs. in crore)	Net worth as per last Audited Financial Statement of FY 2024-25 (Rs.in Crore)																				

<b>4.A (v)</b>	Infrastructure (like branch offices & manpower):	No. of offices in India with their location(s) as on 31.03.2025	No. of Lawyers engaged on permanent/ regular basis as on the 31 <sup>st</sup> March, 2025	For number of offices/manpower, self-certified statement attached.
<b>5.B (i)</b>	Profile of the core and support teams (with CVs of each team member detailing qualification and relevant experience) that will be deployed on the assignment, in the event of selection.	Nos of each category of staff proposed to be deployed may be indicated here: Senior Partners : Partners : Associates : Interns : Secretarial Staff :		Detailed profile, with CVs of each member, may be furnished separately.
<b>5.B (ii)</b>	A milestone based timeline for operationalisation of the SRI fund in the form of a PPT of which soft copy in PDF file and 5 hard copies should be submitted.	Milestone based timelines may be indicated here:		PPT, soft copy in PDF form and 5 hard copies may be submitted separately.

Seal with signatures of authorized signatory of the Bidder

**Format of Financial Bid, on the Letterhead of the Bidder**

Sl. No.	Description of work	Fee, all inclusive, to be entered by the Bidder (Amt. in INR)
1.	To function as Legal Advisor to Self-Reliant India (SRI) Fund, as per the scope of work mentioned in RFP No. SRI Fund/2025-26/RFP-LA/01 dated the 3 <sup>rd</sup> November'2025, for the entire tenure of the Fund Life.	Rs.  (Rupees _____ only) (Simple aggregate of all 15 years)
2.	<b>Yearly Schedule of Payment Sought:</b>	
	<b>Year 1</b>	Rs.
	<b>Year 2</b>	Rs.
	<b>Year 3</b>	Rs.
	<b>Year 4</b>	Rs.
	<b>Year 5</b>	Rs.
	<b>Present Value (PV)</b> of the above year-wise payments calculated using the formula $PV = \{ \text{Yearly Payment} / (1+i)^t \}$ where 'i' is the discount rate and 't' is the yearly time period. For the purposes of PV calculation only, the discount rate will be notionally presumed at 5% and all payments will be deemed to be as on the 1 <sup>st</sup> day of the respective financial year.	Rs.

**NOTE:**

1. The evaluation of Financial Bid will be based on PV of the yearly payment quoted, as per formula given above.
2. Payments will be made as per Clause 13 of the RFP each year, as per schedule, on proportionate basis, at the end of each quarter of the relevant year.
3. All expenses will be borne by the bidder.
4. In case of mismatch in the amount in words and figures quoted, the amount in figures will be taken as correct for all purposes.
5. Please attach self-certified copy of excel sheet for calculation of PV

Date:

Seal with signatures of authorized signatory of the Bidder

**AFFIDAVIT-CUM-UNDERTAKING**

We, the undersigned (“**Bidder**”) are submitting our bid in respect of the Request for Proposal No. SRI FUND/2025-26/RFP-LA/01, dated: 29<sup>th</sup> November’2025 (“**Bid**”) issued by Self Reliant India (SRI) Fund, (hereinafter referred to as “**SRI Fund**”) in relation to engagement of Legal Advisor to SRI Fund and in this connection we hereby solemnly affirm, declare and undertake as follows:

- (1) Details of the Bidder as disclosed in **Appendix-A** enclosed herewith are true and correct as on date.
- (2) I/We have studied and examined this RFP document carefully before submitting our proposal in response to the same, with full understanding of its terms, conditions and implications. We also have no reservations to any provisions of the RFP document, including any amendment/addendum issued by SRI Fund;
- (3) There has been no conviction by any court of law or debarment/blacklisting by any statutory or regulatory authority against us or any of our Partners or any of our Promoters or Directors.
- (4) No enquiry/investigations for any Grave Offence is pending against us or any of our Partners and/or other Senior Managerial Personnel by any Statutory/Regulatory authority and/or Government agency.
- (5) The details of previous conviction/debarment/blacklisting, if any, by any Court of Law or Statutory/Regulatory Authority against us/any of our Partners and/or other Senior Managerial Personnel by any Statutory/Regulatory authority and/or Government agency are disclosed in **Appendix-B** enclosed herewith.
- (6) There is no Conflict of Interest with respect to the proposed AIF transaction as on date.
- (7) During the tenure of our engagement for the proposed transaction, we shall keep the SRI Fund informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of Conflict of Interest in the format enclosed as **Appendix-C** herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of SRI Fund and granting of such approval shall be the sole discretion of SRI Fund and shall be binding onus.
- (8) We ourselves and/or for/with or in association with or on behalf of or through any other Entity, shall not take up any advisory or consulting assignment or render any services on a similar transaction or any other transaction which could have a direct Conflict of Interest, in any manner or capacity to any Daughter Fund empanelled with the Fund under reference and/or any competitor of SRI Fund, during the term of our engagement in respect of the Proposed Transaction without prior written approval of SRI Fund and granting of such approval shall be the sole discretion of SRI Fund and shall be binding onus.

- (9) We have put in place a robust mechanism to resolve any Conflict of Interest situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any Conflict of Interest or potential for Conflict of Interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of the SRI Fund, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the proposed transaction.
- (10) We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.
- (11) We understand that:
- i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, SRI Fund would be entitled to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the work to be performed by us in respect of the proposed transaction. SRI FUND may also terminate our engagement for the proposed transaction, in whole or in part, if such termination is absolutely necessary in view of the SRI FUND to avoid the appearance of a Conflict of Interest.
  - ii) SRI FUND would be entitled to terminate our appointment if any of the affirmation/declaration/undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.
  - iii) if at any time after our appointment as an Advisor, either we .or the respective Promoters/Directors is/are convicted by a Court of Law in India or any indictment/adverse order is passed by a regulatory/statutory authority in India for a Grave Offence, we shall stand disqualified from continuing as Legal Advisor to SRI FUND and shall be bound to inform them without any delay and shall voluntarily withdraw from the proposed transaction failing which the SRI FUND may terminate our appointment after giving an opportunity of being heard.

### **Definitions**

Unless otherwise defined in this Affidavit, the following capitalized terms used herein shall have the meaning as set out below:

- 1. Legal Advisor** means the Bidder and includes bidder(s) who have been selected for the proposed transaction by SRI FUND, in terms of the Bid.

- 2. Conflict of Interest:** Conflict of interest in relation to the Proposed Transaction shall without limitation is deemed to exist or have arisen if:
- i) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of SRI FUND or any such activity/association would or may impair his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.
  - ii) The Advisor whether itself and/or for/with or in association with/or on of or through any other Entity is engaged in advising and/or have taken up engagement for advising/consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction/matter (“**Third Party Transaction**”) which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of SRI FUND.
  - iii) The Advisor has any business or financial interests in any other Entity that would impair, or give the appearance of impairing, impartial decisions in relation to Proposed Transaction, in offering any advice recommendations or in providing technical assistance or other services to SRI FUND as part of Advisor’s engagement obligations/duties.
  - iv) In relation to AIF being launched by NVCFL, the Advisors have taken up engagement with Daughter Funds, which has applied for fund from the Mother Fund.
  - v) Any other situation, possible source or potential areas of interests which may impair Advisor’s ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services on in conflict of their professional duties towards SRI FUND in respect of the proposed transaction or result in it being given an unfair competitive advantage to any other person.
- 3. Competitor** of the SRI Fund means an entity in India that is engaged in the business substantially similar to the business of SRI Fund. Business of an entity shall be deemed to be substantially similar to the business of SRI Fund if turnover or profit of such entity from the business activity(ies) in which SRI Fund is engaged, exceeds 33% of the its total turnover or profit (in any of the last three years).
- 4. Entity** shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, limited liability partnership, company or any other persons.
- 5. Grave Offence** means offences of such nature that it materially affects the reputation, business or operations adversely or outrages the moral sense of the community and such other offences which may be considered by SRI FUND as grave on case to case basis after considering the facts and relevant legal principles.

- 6. Proposed Transaction/Assignment** means the transaction to be undertaken by the SRI FUND as described in bid no. SRI FUND/2025-26/RFP-LA/01, dated: 29<sup>th</sup> November, 2025, issued by SRI FUND.
- 7. Senior Managerial Personnel** means Partners, Managing Director, Company Secretary, Chief Executive Officer, Chief Financial Officer or persons having equivalent positions and all such other employees of the Entity who are members of its core management team excluding Board of Directors and comprising all members of management one level below the Executive Directors and include all the functional heads.

**Appendix A, B and C hereto shall constitute and shall be deemed to form an integral part of this document.**

Date:

Seal with Signature of the authorized signatory of the bidder

## BIDDER DETAILS

<b>Name of the Bidder</b>	
<b>Principal Office: Address:  Tel: Email:</b>	
<b>Constitution</b> Please indicate Company/ Partnership etc.	
<b>PAN No.</b>	
<b>GST No.</b>	
<b>Details of registration with other professional / statutory bodies</b>	

Date:

Seal with Signature of the authorized signatory of the bidder

**DETAILS OF CONVICTION/DEBARMENT/BLACKLISTING BY ANY COURT OF LAW OR STATUTORY/REGULATORY AUTHORITY AGAINST THE BIDDER/ANY OF ITS PARTNERS/OTHER CONCERNED PERSON**

S. No	Name of the Law Firm/ Partner(s)/concerned person(s) against whom the enquiry/investigation has been initiated	Relationship with the bidder	Name of the convicting/ investigating agency	Nature of legal case/ investigation and law under which action has been initiated	Brief facts of the case and present status.

**Certified that the Law Firm, or any of its Partners, concerned person(s) have not been convicted/debarred/blacklisted by any Court of Law or by any Statutory/Regulatory Authority.**

Date:

Seal with Signature of the authorized signatory of the bidder

**DETAILS OF PRESENT/POTENTIAL CONFLICTS/FACTS OR INTERESTS THAT MAY BE DEEMED AS POTENTIAL CONFLICT OF INTEREST**

<b>S. No</b>	<b>Name of the Entity, in which interests Conflict exist/may arise</b>	<b>Relationship of the Bidder with the Entity</b>	<b>Nature/reason of conflict/potential conflict</b>	<b>Duration of the subsistence of conflict, if any</b>	<b>Such other information as may be relevant and material in deciding whether there is a conflict/potential conflict of interest</b>

Date:

Seal with Signature of the authorized signatory of the bidder

**Confidentiality Undertaking**

It is certified that the documents/ data/ information pertaining to SRI FUND and / or of any company/trust/LLP/other juristic body, which will be provided in the normal course of business of AIF being sponsored by SRI FUND to \_\_\_\_\_ [Name of the bidder] for advise/deliberation or otherwise, shall be treated as strictly confidential and will not be disclosed or handed over by \_\_\_\_\_ [Name of the bidder] to any outside agency/person, including the company/trust/LLP/other juristic body for which the information pertains, without prior written permission from Self Reliant India (SRI) Fund.

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

Date:

Seal with Signature of the authorized signatory of the bidder

**FORMAT OF UNCONDITIONAL BID ON THE LETTER HEAD OF THE BIDDER**

To,

**Chief Financial Officer (CFO)  
Self-Reliant India (SRI) Fund  
“NSIC Bhawan”,  
Okhla Industrial Estate, Phase III,  
New Delhi – 110 020.**

Dear Sir,

This is to certify that the fee quoted by us for engagement as Legal Advisor for launch and operations of a Fund of Funds, as an Alternative Investment Fund, by Self Reliant India (SRI) Fund (SRI Fund) , is in accordance with the terms and conditions laid down in the RFP No. SRI Fund/2025-26/RFP-LA/01 dated the 29<sup>th</sup> November'2025, displayed on the website of SRI Fund, and is unconditional.

Date:

Seal with signatures of authorized signatory of the Bidder

**FORMAT FOR EMD IN FORM OF INSURANCE SURETY BOND**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of issuing Insurance Company)

**Insurance Surety Bond for EMD**

1. Whereas M/s ..... R/o .....  
 ..... (Hereafter referred to as “ the **Bidder**”) has approached us for giving a Surety of Rs. ..../- (hereinafter known as the “**Surety Amount**”) valid up to .... /...../ 20.... (Hereinafter known as the “**Validity date**”) in favour of the Self-Reliant India (SRI) FUND) NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020 (Hereinafter referred to as **SRI FUND/ Buyer**) for participation in the RFP No. \_\_\_\_\_ dated \_\_\_\_\_ floated by SRI FUND for Selection of **empanelment of Firm as Legal Advisor for SRI FUND**

Now, at the request of the Bidder, we..... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, .....and Registered/ Head Office ..... (the “**Surety**”) to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, protest merely on a demand from the NVCFL/Buyer on account of non-fulfilment of the obligations under the RFP and/or RFP Documents within the validity. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the SRI FUND/Buyer in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the “Surety Amount”.
3. We, the Surety, undertake to pay to the SRI FUND/Buyer any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Bidder shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the SRI FUND of the said RFP and that it shall continue to be enforceable until SRI FUND certifies that the terms and conditions of the said RFP have been fully and properly carried out by the said Bidder and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.

5. We the Surety further agree with the SRI FUND/Buyer that the SRI FUND/Buyer shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of SRI FUND by the said Bidder from time to time or to postpone for any time or from time to time, any of the powers exercisable by the SRI FUND/Buyer against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or omission on the part of the SRI FUND/Buyer or any indulgence by the SRI FUND/Buyer to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This surety bond shall be continuing surety and shall not be discharged by any change in the constitution of the Surety, or in the constitution of the Bidder or SRI FUND/Buyer.
7. We lastly undertake not to revoke this Surety during its currency except with the previous consent of the SRI FUND/Buyer in writing.
8. Notwithstanding anything herein contained:
  - a. The liability of the Surety under this Surety bond is restricted to the “**Surety Amount**”, and it will remain in force up to its Validity date specified above.
  - b. The Surety shall stand completely discharged and all rights of the SRI FUND/Buyer under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
9. In case SRI FUND/Buyer demands for any money under this Surety Bond through written claim or demand, the same shall be paid through NEFT/RTGS to Self Reliant India (SRI) Fund’s Bank Account No. 41785723634 (IFSC :SBIN0004298) with State Bank of India , Nehru Place, New Delhi – 110019 under written intimation to Chief Financial Officer (CFO) SRI FUND, , NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020.

The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place: .....

Date: .....(Signature of the Insurance Company Officer)

Rubber stamp of the Insurance Company

Authorised Power of Attorney Number: ..... Name of the officer:

.....

Designation: ..... Official Email

ID:.....

Complete Postal address of Insurance Company:

.....  
 .....

Telephone Numbers .....

Fax numbers .....

Name, Address, contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by SRI FUND.

.....

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.....

.....

**FORMAT FOR EMD – BANK GUARANTEE**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

From:

Bank: \_\_\_\_\_

To,

Self Reliant India (SRI) Fund,  
NSIC Bhawan, Okhla Industrial Estate,  
New Delhi – 110020, India

Bank Guarantee No \_\_\_\_\_ Dated \_\_\_\_\_ Bank

Guarantee Amount \_\_\_\_\_ Valid upto \_\_\_\_\_ Claim Period upto

\_\_\_\_\_

Dear Sir,

1. Whereas you (the “FACILITATOR”) had floated **RFP No. SRI Fund/2025-26/RFP-LA/01 dated 29<sup>th</sup> November ’2025** inviting bids for **empanelment of Firm as Legal Advisor for SRI Fund and M/s \_\_\_\_\_**, complete address \_\_\_\_\_ . (Hereinafter referred to as the “Bidder”) is submitting the Bid for **empanelment of Firm as Legal Advisor for SRI FUND** as defined in the said RFP.
2. Whereas as per the condition of RFP, the Bidder is required to furnish EMD in the form of bank guarantee for Rs. \_\_\_\_\_ (in words & figures) in favour of Self-Reliant India (SRI) Fund / Facilitator to secure Bidder’s obligation under the RFP.
3. The (Banker’s Name & Address) (hereinafter referred to as “the Bank”) do hereby expressly, irrevocably and unconditionally undertaking to pay an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) without any demur, merely on demand from Self-Reliant India (SRI) Fund /Facilitator on account of non-fulfilment of the obligations under the RFP and/or RFP Documents within the validity period upto \_\_\_\_\_. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the Bidder in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the Bidder, indulgence to the Bidder by you or by any alterations in the obligation of the Bidder or by any forbearance whether as to payment, time, SRI FUND or otherwise.

5. This guarantee shall remain in full force and effect \_\_\_\_\_.
6. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, as the case may be, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
7. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the Bidder.
8. This Bank guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing Bank through Structured Financial Messaging System (SFMS) to State Bank of India, Nehru Place, New Delhi – 110019 having IFSC SBIN0004298, Account No. 41785723634 through SFMS and authenticated by the said NSIC Venture Capital Fund Limited /Facilitator's Bank.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Bidder in writing.
10. Notwithstanding anything contained herein before our liability under this bank guarantee:
  - i. Shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
  - ii. This Bank Guarantee shall be valid upto \_\_\_\_\_ and having claim period upto \_\_\_\_\_.
  - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee as demanded by Self-Reliant India (SRI) Fund / Facilitator and only and only if Self-Reliant India (SRI) Fund / Facilitator serve upon us a written claim or demand on or before \_\_\_\_\_.
  - iv. Further, the amount of invocation of the Bank Guarantee shall be remitted to Self-Reliant India (SRI) Fund / Facilitator's account no. 41785723634 with State Bank of India, Nehru Place , New Delhi-110019 (IFSC SBIN0004298) under written intimation to Self-Reliant India (SRI) Fund / Facilitator (address).

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for (indicate the name of the Bank).

Date: \_\_\_\_\_ Authorized Signatory Stamp

Note: Bank Guarantees issued by only Scheduled Commercial Bank will be accepted

**BID SECURING DECLARATION**

(ON BIDDER'S LETTER-HEAD)

Documents relating to Bid Security

(To be submitted as part of Bid, along with supporting documents like UDYAM Registration Certificate)

A Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security must submit this declaration.

Bidder's Name \_\_\_\_\_ [Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date \_\_\_\_\_

To,

**Chief Financial Officer (CFO)**  
**Self-Reliant India (SRI) Fund**  
**"NSIC Bhawan",**  
**Okhla Industrial Estate, Phase III,**  
**New Delhi – 110 020.**

**Tender Ref. No.:**

**Tender Title:** Selection of Agency for **empanelment of Firm as Legal Advisor for SRI FUND**

Sir/Madam

We, the undersigned, solemnly declare that: We understand that according to the conditions of this RFP Document, the Bid must be supported by a Bid Securing Declaration In lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender of Self-Reliant India(SRI) Fund for 2 years from the date of opening of this Bid if we breach our obligation(s) under the RFP conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our Bid, within the validity of Bid; or
2. Being notified within the validity of Bid of the acceptance of our Bid by the NSIC: a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the RFP Document.
3. Fail or refuse to accept the Vendor Selection Letter.

4. We know that this bid-Securing Declaration shall expire if we are not selected as vendor for providing digital solutions to MSMEs, upon:
- a. receipt by us of your notification:
    - i. of cancellation of the entire RFP process or rejection of all Bids or
    - ii. of the name of the successful bidder or
  - b. Sixty days after the expiration of the validity of Bid or any extension to it.

Signature of bidder \_\_\_\_\_

Duly authorized to sign the RFP

Date \_\_\_\_\_

Address \_\_\_\_\_

**Note:** The above declaration, duly signed and sealed by the authorized signatory of the entity on its letterhead, should be uploaded with Bid.

**FORMAT OF INSURANCE SURETY BOND FOR SECURITY**

**Guarantee Surety Bond**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of issuing Insurance Company)

To,

Self-Reliant India (SRI) Fund.,  
NSIC Bhawan, Okhla Industrial Estate,  
New Delhi - 110020

Surety Bond No. ....  
Surety Bond Issue Date.....  
Surety Bond Amount: Rs.....  
Bond Valid upto: .....  
Bond Claim Period .....

Dear Sir,

Whereas The Self Reliant India (SRI) Fund. , NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020 (hereafter referred to as **SRI Fund/Buyer**) have issued Letter of Award No. ....Dated.....against the RFP for **empanelment of Firm as Legal Advisor for SRI FUND** to M/s....., R/o..... (Hereafter referred to as **“Service Provider”**) and SRI FUND has asked the Service Provider to submit a SRI FUND security in favour of Self Reliant India (SRI) Fund, NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020 of Rs. ....(hereafter referred to as **“Bond Amount”**) valid up to dd.mm.yyyy (hereafter referred to as **“Validity Date”**)

Now at the request of the Service Provider, We..... Insurance Company Limited, registered under the Insurance Act, 1938, with its corporate office, ..... and Registered/Head Office ..... (the **“Surety”**) to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of SRI FUND guarantee as hereinafter contained:

1. The Surety do hereby undertake and assure to the SRI FUND/Buyer that, if in opinion of SRI FUND the Service Provider in any way fails to observe or perform the terms and conditions of the Letter of Award/ RFP or commits any breach of its obligations thereunder, or in case of loss or damage caused to or would be caused to or suffered by SRI FUND/Buyer by reason of breach or renewal of the SRI FUND Security or in case any outstanding amount due to SRI FUND/Buyer in terms of the agreement, the Surety shall on demand and without any objection or demur pay to the SRI FUND/Buyer such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as SRI FUND/Buyer may demand without requiring SRI FUND/Buyer to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.

2. Any such demand from the SRI FUND/ Buyer shall be conclusive as regards the liability of Service Provider to pay to SRI FUND/ Buyer or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Service Provider had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding, or legal proceeding is pending between Service Provider and SRI FUND/ Buyer regarding the claim.
3. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Surety further agrees that the SRI FUND/Buyer shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Letter of Award/ RFP or to extend the time for the SRI FUND contained in the Letter of Award/ RFP from any of the powers exercisable by SRI FUND/ Buyer against the Service Provider and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Service Provider or through any forbearance, act or omission on the part of SRI FUND/ Buyer or any indulgence by SRI FUND/ Buyer to Service Provider or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.
5. This surety bond shall be continuing surety and shall not be discharged by any change in the constitution of the Surety, or in the constitution of the Bidder or SRI FUND/ Buyer.
6. We lastly undertake not to revoke this Surety during its currency except with the previous consent of the SRI FUND/ Buyer in writing.
7. In case SRI FUND/ Buyer demands for any money under this Surety Bond through written claim or demand, the same shall be paid through NEFT/ RTGS to SRI FUND's Bank Account i.e State Bank of India, Nehru Place , New Delhi-110019 Account No. 41785723634 and IFSC SBIN0004298 under written intimation to SRI FUND.
8. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Not with standing anything contained herein above:

- a. Our Liability under this Surety Bond shall not exceed Rs. \_\_\_\_\_  
**(Rupees: \_\_\_\_\_ Only).**
- b. This Surety Bond shall be valid up to \_\_\_\_\_ (Validity date
- c. Further a claim period of **3(three) months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (Date of claim \_\_\_\_\_ period if any).

Place: .....

Date: .....

(Signature of the Surety)

Rubber stamp of the Surety

Authorised Power of Attorney Number: .....

Name of the Surety officer: .....

Designation: .....

Complete Postal address of Surety: .....

.....

Telephone Numbers .....

Fax numbers .....

Email ID (only official Email ID) .....

Name, Address, contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by SRI FUND.

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**FORMAT FOR SRI FUND BANK GUARANTEE**

(On NJSP in the name of issuing bank, of value as per local Stamp Duty Act)

Subject: -Bank Guarantee No \_\_\_\_\_ Dated \_\_\_\_\_ Bank Guarantee  
Amount \_\_\_\_\_ Valid upto \_\_\_\_\_ Claim Period upto  
\_\_\_\_\_

1. Whereas The Self Reliant India (SRI) Fund, NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020 India had floated RFP No. inviting bids for **empanelment of Firm as Legal Advisor for SRI FUND** and M/s, \_\_\_\_\_, complete address. (hereinafter referred to as the "Service Provider") was selected for.....as defined in the said RFP and whereas the service provider has undertaken to submit a bank guarantee for 5% of total accepted Bid value (including ATS) amounting to Rs..... (amount of the guarantee in figures and words) to secure its obligations under the RFP in favour of the NSIC.  
The \_\_\_\_\_(Banker's Name & Address) (hereinafter referred to as "the Bank") do hereby expressly, irrevocably and unconditionally undertake to pay an amount not exceeding Rs. .... (Rupees.....only) without any demur, merely on demand from NSIC on account of non- fulfilment of the obligations under the RFP and/or RFP Documents/award/work order/agreement within the Validity Period for delivery of service by Service Provider upto..... , such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
2. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the Service Provider in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
3. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the Service Provider, indulgence to the Service Provider by you or by any alterations in the obligations of the Service Provider or by any forbearance whether as to payment, time, SRI FUND or otherwise.
4. This guarantee shall remain in full force and effect till twelve months beyond the Validity Period for delivery of services by Service Provider as specified in the RFP and/or RFP Documents/award/work order/agreement i.e. upto..... (expiry date).
5. The Bank Guarantee shall remain valid till the end of the scheme and till twelve months beyond the Validity Period for services provided by selected service provider.
6. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, as the case may be, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities here under
7. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or NSIC or in the constitution of the Service Provider.
8. This Bank guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing Bank through Structured Financial Messaging System (SFMS) to State Bank of India, Nehru Place, New Delhi-110019 having IFSC SBIN0004298 Account No. 41785723634 through SFMS and authenticated by the said SRI Fund

9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Self Reliant India (SRI) Fund in writing.
10. Not with standing anything contained herein before our liability under this bank guarantee:
- a. Shall not exceed Rs. \_\_\_\_\_(Rupees only).
  - b. This Bank Guarantee shall be valid upto \_\_\_\_\_and having claim period upto \_\_\_\_\_.
  - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee as demanded by and only and only if Self Reliant India(SRI) Fund serve upon us a written claim or demand on or before
  - d. Further, the amount of invocation of the Bank Guarantee shall be remitted to Self-Reliant India (SRI) Fund 's account no. 41785723634 with State Bank of India, Nehru Place , New Delhi-110019 and IFSC SBIN0004298 under written intimation to SRI FUND.

Date: \_\_\_\_\_

Authorized Signatory Sign with stamp.

(Note: - Bank Guarantees issued by only Scheduled Commercial Bank will be accepted.)

**Draft Agreement**

The Agreement is made on this \_\_\_\_\_ day of month \_\_\_\_\_, 2025

BETWEEN

xxxxxxx, having its principal office atxxxxxxx, has been appointed as Legal Advisor to Self-Reliant India (SRI) Fund.xxxxxx, (hereinafter referred to as the “Law Firm/Legal Advisor/the Party” which term shall unless repugnant to the context include representatives and assigns of the selected (Law Firm/ Legal Advisor).

AND

Self Reliant India (SRI) Fund having its office at NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020 (hereinafter referred to as the “**SRI Fund**”) which term shall unless repugnant to the context include representatives and assigns.

**NOW THEREFORE**, in consideration of mutual premises, representations, covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the Party agree with the following terms and conditions and to be bound thereby:

**1. Scope of Work**

**A. Structuring Advice:**

- a. Understanding the strategic intent of SRI Fund for setting up of the AIF and advise from Indian legal, regulatory and tax perspectives. to advise on the organisational structure for the entities involved in the setting up of AIF.
- b. To have legal oversight over the entire process and activities of FoF during fund life.
- c. Advising on the management structure, risk management structure and due-diligence process for the AIF.
- d. Advising on key regulatory issues for the AIF like empanelment of Daughter Funds, exercise of legal due diligence over the Daughter Funds, Exits, conflict of interest, fiduciary obligations and roles and responsibilities of the AMC.
- e. Participating in discussions and meetings with representatives of SRI Fund, as required, and ensuring implementation of timelines for setting up of the AIF.

**B. Regulatory Filing & Compliances:**

- a. Advise on necessary regulatory approvals / licences / registrations required for the operation of the AIF.
- b. Assisting SRI Fund in preparing and filing prescribed form(s), along with supporting annexures, for registration of the AIF with the Securities and Exchange Board of India ("SEBI") as an Alternative Investment Fund.
- c. Coordinating with SEBI and other Statutory/Regulatory bodies and assisting in responding to queries that may be raised during the application process, and thereafter, during the Fund life.

**C. Documentation:** Drafting / vetting of the following documents for AIF from Indian legal, regulatory and tax perspectives:

- a. Charter documents of the AIF (for example AoA and MoA).
- b. Key commercials and summary of principal terms and conditions of the AIF.
- c. Private Placement Memorandum for the AIF.
- d. Contribution Agreement for the AIF.
- e. Documents necessary to be executed with the Daughter Funds.
- f. Investment Management Agreement for the AIF.
- g. RFP for other services to be availed (like AMC etc.).
- h. Confidentiality Agreement / Non-compete Agreement / Non-Disclosure Agreement etc.
- i. Comprehensive presentations (PPT, multi-media) covering features of the AIF.
- j. Any other ancillary agreement as may be required to assist in the closure of the various transactions.
- k. Formats of undertakings / commitments /letters from sponsors / anchor investor or any other documents required for the purpose of registration or for constitution or for smooth operations of the AIF.

**D. Close Coordination:** Legal Advisor shall have to work in close coordination with the AMC and other intermediaries to be appointed by SRI Fund.

**E. Miscellaneous:**

- a. To assist in discussions with various regulatory and statutory authorities, as and when required
- b. To coordinate and to provide advice on legal, regulatory and tax issues pertaining to the AIF, to the Board/Authorised Official of SRI Fund, as and when required.
- c. To function as Legal Advisor to SRI Fund, during the entire tenure of the fund life.

The Scope of Work mentioned above are indicative and non-restrictive in nature. There may be some services not expressly captured in the aforesaid Scope of Work, which may be referred to the Legal Advisor (LA) by SRI Fund and shall form an integral part of the Scope of Work.

**2. Priority of Documents:**

The documents forming the Agreement are to be taken as mutually explanatory of one another. In the event of conflict between the documents constituting the Agreement, they shall have priority in the following order:

- a) the Agreement;
- b) the Request for Proposal document
- c) the **Law Firm / Legal Advisor's** "Technical Proposal" and "Financial Proposal" submitted in response to the RFP

**3. Payment:**

The total fees payable to the **Law Firm / Legal Advisor** under the Agreement is as per the schedule attached herewith. **Law Firm / Legal Advisor** will raise the invoices, on quarter end basis proportionately for the payment for the relative financial year as per schedule of payment submitted. The GST should be indicated separately while raising the bills for payment of fee. All other taxes/levies, if any, presently or during the period of engagement, shall be borne by the bidder. Payment will be released after verification, only through one of the accepted modes of electronic transfer viz. RTGS/NEFT.

**4. Indemnity:**

The selected **Law Firm / Legal Advisor** agrees to indemnify, defend and hold harmless the SRI Fund, its Officers, employees against any losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements), expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from (i) any mis-statement or any breach of any representation or warranty made by the selected **Law Firm / Legal Advisor** or (ii) the failure by the selected **Law Firm / Legal Advisor** to fulfil any agreement, covenant or condition contained in the Agreement, including without limitation the breach of any terms and conditions of the Agreement by any employee or agent of the selected **Law Firm / Legal Advisor** or (iii) any claim or proceeding by any third party against **SRI Fund** arising out of any act, deed or omission by the selected **Law Firm / Legal Advisor**. For the avoidance of doubt, indemnification of losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under the Agreement to an indemnity or claim for breach of any provision of the Agreement shall be net of applicable taxes.

**5. Severability:**

If any section or paragraph, or part thereof, of the Agreement or any agreement or document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws effective during the term of the Agreement, then it is the intention of the Parties that the remainder of the Agreement, or any agreement or document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause the Agreement to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the Agreement, or enter into suitable amendatory or supplementary agreements, as will best preserve for the Parties the benefits and obligations under such provision.

**6. Termination of Agreement:**

SRI Fund may, by not less than 30 (thirty) days' written notice of termination to the Law Firm selected as Legal Advisor, terminate the services of the Legal Advisor. Such notice of termination may be given after the occurrence of any of the events specified below:

- a) the Law Firm selected as Legal Advisor, fails to remedy any breach or any failure in the SRI FUND of its obligations, as specified in a notice of suspension, within 30 days of receipt of such notice of suspension or within such further period as SRI FUND may have subsequently granted in writing;
- b) the Law Firm selected as Legal Advisor, or any of its Partners is/are convicted/debarred/blacklisted by any Court of Law or Statutory/Regulatory authority.;
- c) the Law Firm selected as Legal Advisor, fails to comply with any binding decision reached as a result of arbitration proceedings;
- d) the Law Firm selected as Legal Advisor, submits to SRI FUND a statement which has a material effect on the rights, obligations or interests of SRI FUND and which the Law Firm selected as Legal Advisor, knows to be false;
- e) any document, information, data or statement submitted by the Law Firm selected as Legal Advisor in its Proposals, based on which the Law Firm selected as Legal Advisor, was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Law Firm selected as Legal Advisor, is unable to perform a material portion of the Services for a period of not less than 90 days; or
- g) SRI FUND, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

**7. Confidentiality:**

Both Parties agree to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Both Parties agree to promptly inform the Disclosing Party of any unauthorised disclosure of the Disclosing Party's Confidential Information.

Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of this Agreement and shall not disclose such Confidential Information to any third party, without the other Party's prior written consent.

**8. Dispute Resolution:**

In the event of any dispute between the Legal Advisor and SRI FUND, either Party may call upon CEO, SRI FUND and the Managing Partner/Chairman of the Board of Directors of the

Party for amicable settlement, and upon such reference, the said persons or their representatives shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If the dispute is not amicably settled within 45 (forty fives) days from the reference, the recourse would be taken to arbitration.

**9. Force Majeure::**

For the purpose of this agreement, "Force Majeure" shall mean an event beyond the control of the selected Law Firm and not involving the selected Law firm fault or negligence and not foreseeable. Such events may be inclusive, but are not limited to riots, wars or revolutions, fires, floods, epidemics, quarantine restrictions. If a Force Majeure situation arises, the selected Law Firm shall, as soon as practicably possible, notify SRI FUND in writing of such conditions and the cause thereof. Unless otherwise directed by SRI FUND, the selected Law Firm shall seek all reasonable alternative means for SRI FUND not prevented by the Force Majeure event.

**10. Compliance of restrictions as per Dept. of Expenditures, Ministry of Finance, Govt of India Order (Public Procurement No. 4) dated 23.02.2023 (as amended from time to time)-** "Bidder from a country which shares a land border with India" for the purpose of the Order means any eligible entity as per ITB of this tender document participating in the bidding process. Any "Bidder" from a country which shares a land border with India" will be eligible to submit tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidder shall submit declaration in this regard as per format at **Annexure - XI**.

**11.** This agreement shall be valid to the entire fund life of SRI Fund and shall be reviewed jointly after end of every five years from the date of this agreement.

**12. Jurisdiction of Court:**

The Courts at New Delhi, alone, shall have the exclusive jurisdiction over the disputes in relation to and arising out of this agreement.

IN WITNESS WHEREOF, the Parties have signed the Agreement by their duly authorized representatives in Two (2) original copies.

**Law Firm/ Legal Advisor**

Authorized representative:

Name:

Title:

(Signature):

Date of signing:

**SRI FUND**

Authorized representative:

Name:

Title:

(Signature):

Date of signing

**Witness:**

Name:

Signature:

Date of signing:

**Witness:**

Name:

Signature:

Date of signing:

Encl: Payment Schedule (Annexure X-a)

Annexure X-a

<b>Payment Schedule</b>					
<b><u>Sl.No.</u></b>	<b><u>Year &amp; Fee as per RFP</u></b>	<b><u>Quarterly Period</u></b>		<b><u>Quarterly Payment (Financial Year Wise)</u></b>	<b><u>Financial Year</u></b>
		<b><u>From</u></b>	<b><u>To</u></b>		
<b><u>1.</u></b>					

**LAND BORDER SHARING DECLARATION**

**Annexure to Bid Form: Eligibility Declarations**

(To be submitted as part of tender/Technical Bid) (on company letter head)  
(along with supporting documents, if any)

Tender Document No.

Tender Title: **Selection for empanelment of Firm as Legal Advisor for SRI FUND**

Bidder's Name: \_

(Address and contact details)

Bidder's Reference No. \_\_\_\_\_

Date: \_\_\_\_\_

**Restrictions on procurement from Tenderers from a country or countries, or a class of countries as per Public Procurement Order No F.7/10/2021-PPD (1) (Public Procurement No 4) dated 23-02-2023 (as amended from time to time)**

"We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of M/s.....

**ANNEXURE – XII****CHECKLIST**

Bidders are advised to check all the required documents are submitted along with their technical bid as per the below checklist.

#	Document	Page No. of Technical Bid
1	Annexure I: Format for bid covering letter	
2	Annexure II: Format of Technical Bid	
3	Annexure III: Financial Bid	
4	Annexure IV Affidavit Cum Undertaking (including Appendix A,B & C)	
5	Annexure V Confidentiality Undertaking	
6	Annexure VI: Format of Unconditional Bid	
7	Annexure VII: Format for EMD in Form of Insurance Surety Bond/Bank Guarantee/ Draft / Bank RTGS Details	
8	Annexure VIII: Bid Securing Declaration	
9	Annexure IX A/IX B: Format of Insurance Surety Bond /Bank Guarantee/Draft / Bank RTGS Details for SRI FUND Security	
10	Annexure X: Agreement with Annexure X-a	
11	Annexure X1: Land and Border Sharing Declaration	
12	Certificate of Incorporation / Registration	
13	Memorandum of Association & Articles of Association	
14	Copy of PAN Card	
15	Copy of GST Certificate	
16	CA Certificate for turnover & positive Net-worth	
17	Audited Financial Statements including Balance Sheet of Last three FYs	
18	ITR of last three FYs	
19	Certificate of 2025 edition of 'Legal 500 India- Asia Pacific Guide'	
20	Work Order experience certificate and relevant completion certificate	
21	C V/Profile of each member	
22	Certificate i.r.o number of offices/ Manpower	
23	Hard copies of Milestone based timeline	

It is hereby confirmed that afore-mentioned documents as per the requirement of RFP have been be uploaded along with Technical Bid.

Date: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Stamp: \_\_\_\_\_