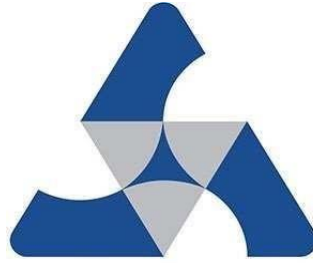


**NOTICE INVITING TENDER FOR EMPANELMENT OF ADVOCATES/LAW FIRMS TO REPRESENT
IIM KASHIPUR BEFORE HON'BLE SUPREME COURT, HIGH COURT OF NAINITAL AND
DISTRICT COURT OF KASHIPUR UTTARAKHAND AND CONSULTANCY SERVICES**



IIM KASHIPUR

भारतीय प्रबंधन संस्थान, काशीपुर

Indian Institute of Management Kashipur

(Under the aegis of Department of Higher Education, Ministry of Education, Government of India)
Kundeshwari, Kashipur, District- Udham Singh Nagar
Uttarakhand 244713, India.

**Tender No. IIMKASHPUR/PUR DEPTT /NIT/ 13 / 2021-22
DATED 11 Nov 2021**

Date of Issue of Tender: 11.11.2021

Last Date of Depositing of Tender: 14.12.2021

SECTION – I

EMPANELMENT OF ADVOCATES/LAW FIRMS TO REPRESENT IIM KASHIPUR BEFORE HON'BLE SUPREME COURT, HIGHCOURT OF NAINITAL AND DISTRICT COURT OF KASHIPUR UTTARAKHAND AND CONSULTANCY SERVICES

Indian Institute of Management Kashipur (Uttarakhand), is an Institute of National Importance (Under the aegis of Department of Higher Education, Ministry of Education, Government of India) provide management education of high quality and to Promote allied areas of knowledge and inter-disciplinary studies. IIM Kashipur is in the process of empanelment of Advocates/Law Firms to represent IIM Kashipur before the various Courts of Law under the jurisdiction of Kashipur as well as Hon'ble Supreme Court of India and Hon'ble High Court of Uttarakhand, Nainital and for legal advisory work and invites expression of interest for empanelment of Law Firms/Advocates practicing in the Hon'ble Supreme Court of India, Nainital High Court and Courts Subordinate to it, and other judicial or Quasi-Judicial fora. The qualification, experience and other terms and conditions and the Performa in which the application has to be made, have been prescribed by the IIM Kashipur for representing and assisting the IIM Kashipur before various Courts, Fora and Tribunal/Commissions etc. and for advisory work IIM Kashipur invites tender under Single Bid system from experience and financially sound advocates/law firms towards “**Empanelment of Advocates/Law Firm**” to IIM Kashipur. This empanelment will be valid for a period of two years from the date of final approval of empaneled advocates/law firms and may be further extendable annually at the sole discretion of the Institute on mutual consent basis.

INSTRUCTIONS TO BIDDERS

1. Separate Bids in sealed cover are invited for “**Empanelment of Advocates/Law Firms**” from reputed experienced and financially sound parties. Please super scribe the outer cover of the sealed bid as **Empanelment of Advocates/Law Firms for (location)**” NIT/13 (dated 10 Nov 2021) to avoid the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.
2. Bidders are to send separate applications if they are willing to be empaneled for Local courts at Kashipur, High Court at Nainital and at Supreme Court, New Delhi. Considering the urgency of the work, no requests for extending the deadline shall be considered.
3. Cost of Bid Document/Tender Fee: Free of Cost
4. Issue of Tender: The tender document can be downloaded from the Institute website- www.iimkashipur.ac.in or eprocure.gov.in. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly. Any addendum/corrigendum in respect of this tender shall be issued on above mentioned website. No separate notification shall be issued in the newspaper, bidder is therefore requested to visit the website of the institute regularly to keep themselves updated.
5. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below:–

Tender Document	All prospective bidders may download Tender document free of cost from IIM Kashipur official website www.iimkashipur.ac.in and eprocure.gov.in
Postal address for sending the Bids	STORE AND PURCHASE OFFICER INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTARAKHAND (INDIA) PIN – 244713 Website: www.iimkashipur.ac.in
Date and Time of online Publication/Download of Tender	11 Nov 2021 at 1300 hrs
Bid Submission start date& time	11 Nov 2021 at 1400 hrs
Last date and time of submission of bid	14 Dec 2021 at 1100hrs hrs. Any changes of the schedule will be notified on the Institute's website.

Date and time of opening of Bid	14 Dec 2021 at 1130 hrs onwards. Any changes of the schedule will be notified on the Institute's website. If the date is holiday, the next working day will be the opening date of the tender.
Contact Person (for any clarification during the tendering process)	Store and Purchase Officer Indian Institute of Management Kashipur Email: purchase@iimkashipur.ac.in Telephone No. 91-7088270882,7900444090 / 321/308

6. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e- mail will not be considered.
7. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Kashipur also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.
8. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.
9. Forwarding of Bids – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain copy of NIT document duly signed and stamped on each page along with all the Annexures duly filled as stipulated in the NIT supported by all the documentary proofs to establish eligibility and their potential of professional readiness for the work services.
10. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission, provided that the written notice of modification or withdrawal is received by the IIM Kashipur prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post or by email and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. Submission of bid means that bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.
11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the bid.
12. Validity of Bids: The Bids should remain valid till **90 days** from the last date of submission of Bids.
13. Payment Terms:- Payments will be made through ECS/ NEFT within 30 days after submission of bills and satisfactory delivery of work. Taxes like GST etc. will be paid as per Govt. norms. No advance payment(s) will be made. On receipt of the Final payments, the Bidder shall furnish a **"No Claim Certificate"** to IIM Kashipur.

SECTION -II

GENERAL TERMS AND CONDITIONS

1. Indian Institute of Management, Kashipur invites open tender under single Bid System for **"Empanelment of Advocates/Law Firms for IIM Kashipur for a period of Two Years from the date of start of empanelment. The Empanelment may be extended annually on mutual agreement of both parties.** Institute reserves the right to terminate or to extend the validity of empanelment or such period as may be mutually agreed and subject to satisfactory performance of Service provider.
2. The advocate/ person of Law firm must visit IIM Kashipur as and when on requirement rises or called by IIM Kashipur.
3. The applications will be scrutinized and shortlisted for empanelment by the Institute constituted Committee. The short-listed vendors will be informed by email and/or by regular post for further procedure, as required.

4. IIM Kashipur reserves the right to reject any or all tenders without assigning any reasons, whatsoever and at any moment of time. No correspondence shall be entertained in this regard.
5. The bidder should render a certificate that his firm is not backlisted by any Government Agency (As per Annexure-II enclosed)
6. IIM Kashipur reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price.
7. The IIM Kashipur reserves the right to accept / reject / select more than one Contractor and to annul the bidding process of any or all bids at any time prior to award of contract without thereby incurring any liability to the affected bidders.
8. Non-disclosure of Contract documents: Except with the written consent of IIM Kashipur, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the institute thereof to any third party.
9. Termination of Contract: IIM Kashipur shall have the right to terminate this Contract in part or in full in any of the following cases:-
 - (i) The agreement may be terminated in whole or in part, by either party in the event of a breach by a party that is not cured within thirty (30) days of notice from the non-breaching party.
 - (ii) The Advocate/Law Firm is declared bankrupt or becomes insolvent.
 - (iii) The Buyer has noticed that the Advocate/Law firm has sublet the contract.
 - (iv) The institute reserves the right to terminate the contract after giving three months' notice to the Advocate/Law Firm if the work carried out is not satisfactory.
10. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
11. Non-Solicitation: During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. For the avoidance of doubt, this restriction applies only to those employees who relate to the services performed under this Agreement. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.
12. Notices: All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.
13. Force Majeure: Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Contract upon immediate written notice without any penalty or liability. However, the existing liabilities of the Parties and the IIM Kashipur's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.

14. **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.

15. **Penalty clause:** In case, the Advocate/Law firm fails to file reply within the specified period or fails to appear in the concerned court/fora as per the instructions, a penalty @ Rs. 500/- per absence will be imposed.

16. **Indemnity:** The Contractor (Indemnifying Party) shall indemnify, defend and hold harmless the IIM Kashipur (Indemnified Party), its directors, officers and employees from and against any and all losses claims, demands, liabilities (including attorney's fees) that arise from any errors and any act/commission/omission on the part of the Indemnifying Party or in connection with any work, obligation, authority delegated to the Indemnifying Party under this Contract.

17. **Arbitration:** In event of any dispute or difference arising out of or in connection with the Contract including the interpretation of its clauses or any other matter arising out of the Contract between the Parties, the same shall be resolved by mutual discussion and if any dispute or difference arising out of this Contract or interpretation of the Contract or any other matter related to it. If the contract still remains unresolved; it shall be then referred to the Sole Arbitrator who shall be appointed by the Director, IIM Kashipur alone. And the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof). The place of conducting Arbitration / seat of Arbitration shall be Kashipur, Uttarakhand and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision/ interim orders passed by the Sole Arbitrator shall be final and binding on both the Parties.

SECTION – III

Scope of Work

1. The empaneled Advocates and/or Law firm(s) shall be required to assist the IIM Kashipur in the following activities as assigned from time to time.
 - i. To provide opinion/ advice on various legal issues arising out of the functions of the Authority
 - ii. Assistance in drafting regulations, notices, policies or Manual of Institute etc.
 - iii. Legal vetting of orders, decisions, concept papers, bidding/tender documents, undertakings / indemnity bonds / Agreements / Contracts / MOU / MOA / NDA / Deeds / Petition Reply etc. to be obtained from entities.
 - iv. Review of regulations based on practical working at IIM Kashipur.
 - v. Review / Concur and support/draft other legal documents and services which IIM Kashipur may require from time to time to carry out its operations.
 - vi. To prepare various record note of proceedings of various hearings, handling matters before High Court, District Courts, Supreme Courts and Subordinate Courts/Tribunals/Fora. This will include representing before Supreme Court of India, High Courts of India and District Courts etc.
 - vii. To take up arbitration cases for the Institute arising out of any contract Agreement and MOUs
 - viii. To perform such other work of legal nature as may be directed by IIM Kashipur from time to time.

SECTION – IV

Eligibility Criteria for Empanelment of the Bidders

1. The eligibility criteria for empanelment of Advocates/Law Firms shall be as under: -

(i) The Applicant may be an individual advocate registered with Bar council or a company registered under Companies Act, 2013 or a partnership firm registered under Partnership Firm Act 1932 or Limited Liability Partnership Firm registered under Limited Liability Act, 2008 in India with valid license to practice law and provide legal advice in India;

(ii) The Advocates/Law Firms should have minimum 5 (five) years of experience and should have worked on and completed at least 3 assignments as legal advisor for corporate clients'/Govt. organization/institutes or Autonomous bodies/PSUs (enclose the documentary proof) in any area of the below:

a) Company Law, Service Laws, Labor Laws, Taxation Laws, Public Premises Eviction Laws and other Acts, Civil Law, Constitutional law, Contract Law, Corporate Law, Commercial law, Property Law, Cyber Law, Consumer Law, IPR Laws, Criminal Law and Arbitration, Arbitration & Conciliation Act, PPP or Non- PPP contract management, litigation management;

(iii) The Advocate/Law Firm should have an office for the place for which applying (at Kashipur for District Court, at Nainital for High Court Nainital and at Delhi for Supreme Court) with adequate infrastructure to deal with the matters and should be currently functional and practicing in the relevant fields. Advocate/ Law firms may apply for more than one place provided they have adequate infrastructure and office at the place. (Proof to be enclosed for functional office)

(iv). Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit the Application.

(v). An Applicant should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.

(vi). An applicant should not have any court cases/ arbitration cases/ or any other cases pending against him/her. vii. The Advocate/Law Firm shall also submit a write up on the major cases handled by it during last five years and favorable outcome achieved. Further, the Advocate / Law Firm may also submit the empanelment certificate from similar companies / undertakings.

(vii) In addition to above, the Advocates are required to have the minimum professional/Court practice experience as under:

(a) For empanelment for the Supreme Court of India having 5 years' experience in Supreme Court.

(b) Advocates/Law firms having minimum 5 years of experience High Court in handling/dealing the legal matters like land issues, service matter etc. in High court and/on advising Central /State Government or organization of repute.

(c) For empanelment for the Subordinate Courts at Kashipur/Tribunals/atleast 8-year experience in Subordinate Courts/Tribunals/Provided that the IIM Kashipur may relax the above conditions at its discretion, if otherwise found suitable in certain cases.

(viii) Advocates/ Law firm(s) including their advocates during and after conclusion of the assignment shall not disclose or make use in any manner, any information/data or any other material whether written or oral collected in connection with the assignment without the prior written consent of the Authority(ies) of IIM Kashipur. All material shall be the property of IIM Kashipur.

2. Mandatory documents to be enclosed in support of above Eligibility criteria.

1. Supporting Documents for Eligibility Criterion:

For Individual Advocates:

- Registration with Bar Council.
- Identity card issued by Bar Association/ Bar Council.
- Certificate / work order in support of working as legal advisor in areas defined above and as per detail of work provided in Annexure-IV
- Detailed Resume
- Certificates in support of educational qualifications.
- Income Tax return certificate for last 3 years.
- Other documents as required in the eligibility criteria to fulfill the conditions.
- An undertaking from the advocate / Law firms to the effect that all information furnished by them are correct.
- Copies of empanelment with Government organizations / Central autonomous bodies / CPSUs.

For Law Firms:

- Copy of Certificate of Incorporation or partnership deed or other equivalent documents;
- Detail of work undertaken in accordance with clause above
- Law Firm must submit a copy of the appointment letters from the client organizations in support of working as legal advisor in areas defined above as per Annexure -IV.
- Income Tax return certificate for last 3 years
- Detailed Resume of Key Personnel's of the firm applying. The firm shall provide at least one resume of the Key Personnel.
- Other documents as required in the eligibility criteria to fulfill the conditions.
- An undertaking from the advocate/Law firms to the effect that all information furnished by them are correct.
- Copies of empanelment with Government organizations/Central autonomous bodies /CPSUs. In addition to above mentioned supporting documents, the Applicant shall also submit the below documents:

2. Covering letter as per Annexure -I with details of Annexures.

- i. In case of Law Firm, Profile of the Law Firm
- ii. In case of individual Advocate/Law Firm, Technical experience
- iii. In case of Law Firm, Power of Attorney for signing of Application
- iv. A self-certification from authorized signatory that the applicant has not been blacklisted as per Annexure - II.
- v. Details of any court cases/arbitration cases/ or any other case pending against the Applicant.
- vi. The Applicant should ensure that the Application is properly spiral bound, sealed and numbered before submitting
- vii. The spiral bound application shall be sealed in the envelope and the envelope must be super-scribed with the following information:
- viii. Name and Address of the Applicant
- ix. Contact person and phone/Fax numbers/email id

3. Mere submission of application/ proposal does not imply acceptance of the same at this end and the protecting advocate/law firm will be enlisted only after meeting the laid down qualifying parameters for which decision of IIM Kashipur shall be final and binding on the parties.

4. IIM Kashipur reserves the right to award similar work any time during the period to one or more parties.

5. Empanelment with this Institute does not ensure business of any quantum, whatsoever. Institute reserves the right to engage other advocates/firm for similar work on any other firm. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the advocate/ Law firm.

6. **Fee and Expenses** The Advocates/Law firms shall be paid fee and expenses as per the govt. (Ministry of Law & Justice Department of Legal Affairs) scheduled/approved norms for all the cases where Advocates/Law firms has to deal a case in the court of law as Institute Counsel. The Fee and expense structure is given in Part A, B and C of the Annexure V of the NIT.

Note:

(a) Mere empanelment of advocate shall not bind the Institute, the empanelment committee or the

competent authority to necessarily to assure him any particular case or matter or obtaining any service from him or to pay any fee or charges thereof.

(b) the allotment of a case or matter to the empanelled advocate shall be solely at the discretion of the Institute or the competent authority as the case may be.

(c) upon termination, suspension or non-renewal of empanelment, as the case may be, the empanelled advocate shall return the case file or matter forthwith to the competent authority along with all documents and records connected thereto duly marked and flagged with his no objection certificate.

(d) an empanelled advocate shall not take up, contest, conduct any case or advice any person in any case or matter against the interests of the Institute or any of its officer or employee or representative.

(e) the empanelled advocate shall not delegate any case, brief or assignment given to him to any other advocate and shall deal with the case or matter himself.

(f) an empanelled advocate shall coordinate or cooperate with any other advocate in any case or matter assigned to him by the competent authority, where necessary, and as instructed by the competent authority.

(g) the empanelled advocate shall maintain absolute secrecy and confidentiality about the case or matter of the Institute.

(h) the empanelled advocate shall accept such other terms and conditions of the empanelment as may be determined by the competent authority from time to time.

(i) the volume of task shall be assessed by the competent authority on the basis of the pending cases or matters in the preceding months and any fresh case or matter is likely to be added in the succeeding months.

(j) the empanelled advocate shall be familiar with various branches of law and keep him updated especially those concerning constitutional, insolvency and bankruptcy law, labour law, contract law, commercial law, criminal law, civil law, property laws, corporate law, banking law, taxation or such other branch of law as the competent authority may deem fit.

(k) cases involving similar issues or matters or otherwise interlinked or clubbed may be entrusted to the same empanelled advocate as far as possible, unless otherwise found necessary, while care shall be taken by the competent authority to avoid concentration of cases in the hands of one or few empanelled advocates.

(l) the empanelled advocate shall not necessarily be for a particular Court and shall accept any case or matter assigned to him and shall not refuse to accept any professional task without reasonable cause.

(m) the empanelled advocate shall not refuse to accept any assignment otherwise than on grounds of ill health, conflict of interest or any other reason to the satisfaction of the competent authority.

(n) the engagement or allotment of cases or matters to the empanelled advocate shall be at the sole discretion of the competent authority. However, the allotment shall be done in an equitable manner without prejudice or bias; but regard shall be had for the nature of the case or matter, subject under challenge, experience, merit, performance and competence of the person or such other circumstance of winnability of the case or matter.

(o) during the term of the empanelment and thereafter, any confidential information relating to the Institute, any officer, employee or representative of the Institute obtained by the empanelled advocate, under or by virtue of the empanelment, shall be maintained as professional communication within the meaning of section 126 of the Indian Evidence Act, 1872 (1 of 1872) and he shall not disclose the information to any person without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of order of any competent court, tribunal exercising jurisdiction, in which case the empanelled advocate shall promptly notify the Institute in writing of such disclosure.

(p) Notwithstanding anything contained in the foregoing, the Institute reserves the right to postpone, suspend, terminate, remove or cancel the empanelment of an advocate for reasons to be recorded in writing.

<< On the Advocate/Law Firm Letter Head>>

Format for Covering Letter

Date:.....

To,
Indian Institute of Management, Kashipur
Kundeshwari, Kashipur,
Uttarakhand - 244713

Sub: "Empanelment of Advocate/Law Firm for providing legal advisory services to IIM KASHIPUR"

Dear Sir,

1. With reference to your NIT document No..... I/we, having examined the NIT document and understood its contents, hereby submit my/our Application for the aforesaid project. The Application is unconditional.

2. All information provided in the Application and in the Annexures is true and correct and all documents accompanying such Application are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as an Applicant as per the aforesaid NIT.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Application.

5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. We certify that in the last 5 (five) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/ We declare that:

a. I/ We have examined and have no reservations to the NIT document, including any Addendum issued by the Authority;

b. I/ We do not have any conflict of interest in accordance with the NIT document

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of this NIT, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to apply for the Assignment, without incurring any liability to the Applicants.

9. I/ We declare that we/ are/ is not a Member of any other firm submitting an Application for the Assignment.

10. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors.

13. I/ We undertake that in case due to any change in facts or circumstances during the Empanelment Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

14. In the event of my/ our being declared as the Empanelled Applicant, we agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. I/We have studied all the NIT Document carefully.

16. The power of attorney for signing of Application is as per format provided in the NIT enclosed.

17. I/we agree and undertake to abide by all the terms and conditions of the NIT document.

18. I/We agree and undertake to be liable for all the obligations of the Agreement.

In witness thereof, I/We submit this Application under and in accordance with the terms of the NIT document.

Yours faithfully,

(Signature of the Authorized
Signatory with stamp)

Date:

Place:

<< On the Advocate/Law Firm Letter Head>>

SELF-DECLARATION ABOUT NON-BLACK-LISTING

Date:

To,

Indian Institute of Management Kashipur,
Kundeshwari, Kashipur
Distt: - Udham Singh Nagar
Pin code- 244713 (Uttarakhand)

Sub: Tender for “Empanelment Advocates/Law Firm IIM Kashipur”

Sir,

1. In response to NIT under reference, I/We hereby declare that our firm is not blacklisted/debarred and not declared ineligible for reason by any National level Institutions like IIMs, IITs, NITs, IISc, IIIT, IISER, NISER, State/Central University and Government Institutions in last five years from the last date of submission of proposal.

2. I/ We, hereby certify that all the information and data furnished by me/our organization with regard to this NIT are true and complete to the best of our knowledge. If this declaration is found to be incorrect then without prejudice to any other action that may be taken. My / our empanelment offer if any to the extent accepted may be cancelled.

Yours faithfully,

(Name & signature with stamp of the Advocate/Law Firm)

<< On the Advocate/Law Firm Letter Head >>

FORMAT OF BIO-DATA OF ADVOCATE / LAW FIRMS

- 1) Name of the Advocate / Law Firm
- 2) Date of Enrolment, Name of Bar Council (enclosed attest copy of enrolment/registration certificate and Identity card issued by Bar Association/Bar council).....
- 3) Period of practice
- 4) Details of Experience/practice
- 5) Area of practice, as per eligibility criteria
- 6) Specialization, if any (constitution/taxation/service etc.)
- 7) The details of few importance cases the advocate has dealt with/handled and report Judgment if any.
- 8) Whether Central/State Government counsel/pleader (indicate period) (With documentary evidence)
- 9) Brief list of the clients e.g. Govt./organization/institute or Autonomous body/PSUs (enclose the documentary evidence).**
- 10) The Court where the advocate is regularly practicing (Enclosed attested copy of Bar Association Membership Certificate)
- 11) Date of enrolment as an Advocate and Registration No.**
- 12) Income Tax PAN number & GST (enclose copies)**
- 13) A brief note on suitability for empanelment.

Declaration:

I declare that all the information provided above is true to the best of my knowledge, I have never been penalized by any Bar Council in any disciplinary proceedings. I also undertake to maintain absolute secrecy about the work Assigned by the Authority.

Signature of Advocate (Stamp/Seal)
Name
Address (Office/Residence)
Mobile No.
email id:

Details of the work undertaken, as required in the Eligibility Criteria

Sl. No	Name of Assignment	Brief of the Service provided	Name of the Client	Professional Fee Charged (INR)	Start and Completion Date of Assignment
					Start Date: Completion Date:
					Start Date: Completion Date:
					Start Date: Completion Date:
					Start Date: Completion Date:
					Start Date: Completion Date:
					Start Date: Completion Date:

Note:

1. For above experience, the Advocate/Law Firm must submit a copy of the appointment letters from the client organizations.
2. The above Experience shall not be considered for evaluation if certificate from client detailing the name of assignment, nature of work, professional fees and date of start and completion of service is not furnished by the Applicant.
3. In case of Private Client, the Advocate/Law Firm shall also submit the CA certificate attesting the fee received against the services provided.

ANNEXURE-V of NIT/13

FEE STRUCTURE OF PANEL OF LEGAL COUNSELS OF IIM KASHIPUR

The Legal Counsels will be engaged as per requirement. Payment of Fees will be made on the basis of fees of Central Govt. Counsels notified by the Ministry of Law & Justice, Department of Legal Affairs, Judicial Section, Government of India from time to time. The present fees based on Office Memorandum No. 26(1)/2014/judl. dated 1st October, 2015 of the Ministry of Law & Justice is as under:

A) High Court

Sl. No.	Item of work	Fees
1	Suits, Writ Petitions and Appeals, including oral Applications for Leave to Appeal to Supreme Court in Writ Petitions.	Rs. 9000/- per case per day of effective hearing in case of non-effective hearing Rs. 1500/- per day subject to maximum of 5 hearing
2	Application for Leave to Appeal to Supreme Court in Writ Petitions	Rs. 3000/- per case
3	Settling pleadings	Rs. 3000/- per case
4	Miscellaneous Application	Rs. 3000/- per case
5	Conference	900/- per conference subject to:- (i) for setting pleadings- one conference. (ii) In respect of hearing of Writ matters. Suits. appeals and Supreme courts leave applications etc- Three conference [Maximum]
6	Miscellaneous and out of pocket expenses	As per actual to the satisfaction of IIM KASHIPUR.
7	Clerkage	@ 10% of total fee excluding of miscellaneous

B. Counsel In Supreme Court:-

Sl. No.	Item of work	Fees
1	All Regular Appeals and defended Writ Petitions (for final hearing)	Rs. 9000/- per case per day
2	All defended Admission matters (SLP/TP and writ petitions & other misc. matters for admission)	Rs. 4500/-per case per day
3	Drafting SLP/Counter Affidavit/ Rejoinder etc.	Rs. 1500/- per case
4	Drawing Written Submission	Rs. 3000/- per case
5	Drafting of Appearance in Miscellaneous Applications (including mentioning of the case/Caveat/Clearance/obtaining the number and taking date for hearing)	Rs. 3000/- per case
6	Clerkage	@ 10% of total fee excluding of miscellaneous

C) Counsel in the District and Subordinate Courts:-

Sl.No.	Item of work	Revised fee
1.	Fee for effective hearing	Rs. 1800 per dav
2.	Fee for non-effective hearing	Rs. 600 per day (not more than 5 such hearings in a case)
3.	Fee for drafting Written Statement, Grounds of Appeal etc.	Rs. 1500 per pleading
4.	Fee for drafting other pleadings of misc. nature misc. nature	Rs. 600 per pleading
5.	Fee per Conference	Rs. 900 (subject to maximum of 5 such conferences in a case / group of
6.	Daily fee for out of Headquarters	Rs.2700 per day
7.	Conveyance charges for local journey outside Headquarters	Rs. 900 [lump sum]
8.	Expenses for stay in hotels	Rs. 1800 per day
9.	Clerkage	@ 10% of total fee excluding of miscellaneous
10.	Fee for identical Cases	Full fee in the 1st case and Rs. 750 in per suit for connected

D) Other Fees:-

1.	Miscellaneous and out of pocket expenses	As per actual subject to the satisfaction of IIM KASHIPUR.
2	Consultancy Charges	To be decided mutually based on assignment/subject matter.
3	Legal Opinion/Advice/legal vetting of documents of any project/drafting of legal documents or any other legal assistance availed by IIM Kashipur.	Rs. 5000/-

Note: No retainer fee shall be paid to any Advocate/law firm merely because such advocate/firm has been empaneled. Apart from the rates mentioned above for different heads, if any head has been left out the rates would be applicable as per the rates notified by Ministry of Law & Justice, Department of Legal Affairs, Judicial Section, Government of India from time to time.