



**STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LTD.**

Regd. Off. 29 , IIE Sahastradhara Road, IT Park, Dehradun-248001
Ph- 0135-2708100, 2608092 Fax - 0135-2708109 Website:- www.siidcul.com

No. 01 /SIIDCUL/CS/2023

Date: 01.06.2023

**NOTICE INVITING APPLICATION FOR THE
ENGAGEMENT OF LAW FIRM**

Applications are invited for engagement of Law firm for assisting in legal matters and representing SIIDCUL in various Courts/Judicial/Arbitration Forums in the prescribed format latest by **26th June, 2023 by 5.00 pm**. For details please visit Company Website www.siidcul.com. Any corrigendum or change as regard to this advertisement shall be notified on this website only.

Managing Director
SIIDCUL

NOTICE INVITING APPLICATION FOR THE ENGAGEMENT OF LAW FIRM FOR ASSISTING IN LEGAL MATTERS AND REPRESENTING STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT CORPORATION OF UTTARAKHAND LIMITED (SIIDCUL) IN CASES/PROCEEDINGS BEFORE VARIOUS COURTS/TRIBUNAL/JUDICIAL FORUMS

On behalf of State Infrastructure and Industrial Development Corporation of Uttarakhand Limited (SIIDCUL), application/proposal for the engagement/empanelment of Law Firm for assisting in legal matters and representing SIIDCUL before various Courts/Tribunals/Judicial or Arbitration Forums are invited.

The Law Firms of advocate(s) who are registered with the Bar Council of India/State Bar Council are eligible for empanelment. The qualification, experience, schedule of fees, other terms and conditions and the application format in which the application has to be made, have been annexed with this.

Eligible practicing Law Firms must submit their application in the applicable format prescribed in “Annexure A” and “Annexure B” with all the supporting documents in a sealed envelope to:-

**Managing Director
State Infrastructure and Industrial
Development Corporation of Uttarakhand Ltd.
(SIIDCUL)
29, IIE Sahastradhara Road, IT Park,
Dehradun- 248001**

The envelope should be superscribed with “ **Application for Engagement/Empanelment of Law Firm for SIIDCUL**” The last date of receiving Applications in the prescribed format along with supporting document is **26-06-2023 till 17.00 hours**. Application for empanelment at SIIDCUL does not confer any right/ assurance whatsoever; to an applicant that it will be engaged/empanelled on the panel of SIIDCUL. SIIDCUL reserves the right to cancel this advertisement or this process of selection at any time if it so wishes.

REQUIREMENT & TERMS AND CONDITIONS

Following guidelines are designed to provide and regulate the manner and procedure for engagement/empanelment of the Law Firm:-

1. Eligibility

Before filling the application form, the applicants are advised to carefully read the following eligibility criteria, instructions and terms & conditions for the engagement/empanelment of Law Firm in SIIDCUL:-

- i) Applicant Law Firm **should be in existence for minimum 5 years** and should be capable to handle cases before various Courts/Tribunals/Legal Forums across the country in general and particularly before Supreme Court, High Court of Uttarakhand, NCLT, DRT, Local Courts in Uttarakhand and Arbitration Tribunals.
- ii) Partners/Proprietor of the applicant Law Firm should be enrolled / registered as an advocate with the State Bar Council/Bar council of India.
- iii) Concerned Partner/Designated Representative of the Law Firm handling the SIIDCUL account on behalf of Firm should have a minimum, experience of **Seven Years** of handling cases before Courts/Statutory Body with a fair knowledge of legal principles, good drafting and presenting skills and should have experience of dealing with cases regarding Constitutional Law, Commercial Contract, Service Laws, Transfer of Properties and Land related matters, Environment Law, Corporate Laws and Arbitration matters. (Should have handled at least five cases independently concerning any of the above matters.)

2. Tenure of Engagement/Empanelment

The initial engagement/empanelment will be for two years from the date of empanelment; Performance of empanelled firm shall be reviewed at regular interval for continuance and based on performance the tenure can be increased or curtailed.

3. Procedure for Empanelment

- a. The applicant law firms must apply on the format prescribed by the SIIDCUL only. No other format will be entertained. However applicant may submit addition document in support of their experience and credentials.
- b. Any application received after the last date prescribed in the advertisement shall not be entertained.
- c. If found necessary applicants may be called for interview/interaction. No applicant law firms shall be called for interview/interaction unless he/she satisfies the eligibility conditions and is shortlisted for the same.
- d. Depending upon the requirement and number of applications received, SIIDCUL reserves the right to shortlist the firm to be called for interview/interaction. Merely fulfilling the eligibility criteria will not confer any right on an applicant Law Firm to be called for interview/interaction and to be selected.

- e. The decision of the Managing Director, SIIDCUL regarding the short listing and selection of the Law Firm shall be final.
- f. Canvassing in any form shall be treated as a disqualification. The candidature of such applicants shall be cancelled forthwith.
- g. Once selected letter to applicant law firm confirming its/their engagement will be issued by SIIDCUL separately.

4. TOR: Term of Reference

- 1. Engaged/empanelled Law Firm shall be entrusted to handle all litigation/ADR matters, present as well arising in future, before various courts/judicial forums/tribunals and they have to ensure that SIIDCUL is well represented by competent advocates/representatives of Law Firm. Normally a single advocate should not be engaged to represent SIIDCUL in more than 10 cases at any given time.
- 2. In addition to litigation matters, engaged Law Firm would be expected to provide Legal Opinion/advice on matters that may be referred to it by SIIDCUL from time to time.
- 3. Engaged Law Firm would be expected to draft/revise/improve various legal documents, agreements, MoU's, Notices, Orders that SIIDCUL enters into or issues in its normal course of business.
- 4. **Engaged law Firm would be required to appoint one of its representative in SIIDCUL Office at Dehradun at their own cost on full time basis, who would be responsible to co-ordinate between SIIDCUL and the Law Firm. Such representative must have a Law degree and basic understanding of legal matters/process.**
- 5. The engaged/empanelled Law Firm shall not advise any party or accept any case in which SIIDCUL is a respondent or is likely to be called upon to appear for SIIDCUL or advice in anyway any party in a matter which is likely to affect or lead to litigation against SIIDCUL.
- 6. Timely appearance of the Counsel to contest the cases for SIIDCUL in the court is a must. His/her absence in the Court/Tribunal, without any reasonable ground and notice in advance, will not be accepted.
- 7. SIIDCUL will send the information to the engaged/empaneled law firm through email regarding entrustment of a case and after receiving the e-mail, it is duty of the Law Firm to collect the brief/copy of petition along with assignment letter from the concerned person/office at the earliest.
- 8. SIIDCUL reserve the right to engage any advocate of its own choice in a particular case or matter and an engaged/empanelled Law Firm shall make no claim that he/she alone should be entrusted with SIIDCUL's legal matter(s).
- 9. Refusal by Law Firm to accept any work without any reasonable cause (e.g. on grounds of conflict of interest) may entail removal of such firm from the panel/engagement, forthwith without waiting for the empanelment period to expire.

10. In order to ensure that there is effective check on the cases being conducted, the Partner/Advocate/Associate assigned to the case must report the status of the cases after each date of hearing. Failure to submit status report will be a ground for termination of engagement and removal of the name of the firm from the panel.
11. It would be the responsibility of the Law Firm to keep SIIDCUL informed and updated on all-important developments in the designated cases, dates of hearing, order of the court on the date of its pronouncement, supplying copy of orders /judgment etc.
12. Law firm would be expected to furnish monthly statement about the cases represented by him/her before the concerned courts or any other authority and their outcomes.
13. When any case attended by him/her is decided against the Organization, the Advocate concerned must give considered opinion regarding the reasons for such adverse order and the advisability of filing an appeal from such a decision not later than 5 working days of the order (kuchha copy).
14. 20% of the fees payable for the case shall be deducted if the certified copy of the judgment is not handed over to SIIDCUL within seven days (excluding the time taken by the court in preparation of the copy) from the date of judgment.
15. The engaged Law Firm/ Advocate assigned to the case shall not enter into any compromise or agree to grant any concession or move any statement in courts to that effect in any matter without prior permission in writing of SIIDCUL.

5. Exit Clause:

SIIDCUL reserves the right to terminate the engagement/empanelment of Law Firm with one month's notice in writing without assigning any reason. The Law Firm may also discontinue the engagement by serving minimum one month's notice. Engagement/Empanelment shall be liable to be cancelled at discretion of SIIDCUL due to occurring of any of the following disablements on the part of the Law Firm/Advocate assigned:-

- (i) Giving false information in the application for empanelment;
- (ii) Failing to attend the hearing of the case without any sufficient reason and/or prior information;
- (iii) Not acting as per SIIDCUL's instructions or going against the specific instructions;
- (iv) Threatening, intimidating or abusing any of the SIIDCUL's employees, officers, or representatives;
- (v) Passing on information relating to SIIDCUL's case to the opposite parties or their advocates or any third party which is likely to cost any damage to the SIIDCUL's interests;
- (vi) Giving false or misleading information to the SIIDCUL relating to the proceeding of the case;
- (vii) Seeking frequent adjournment or not objecting to the adjournment moved by other party without sufficient reason; and frequent absence from the Court proceeding even if "pass over" or "Proxy" is obtained by an advocate.

6. Professional Fees and Payment Terms:

(i) Selected Law Firm shall be paid fees as per following table:-

| Sl. | Courts/Tribunal/Legal Forum/Other | Amount per Case (INR) | Periodicity of Payment |
|------------|--|------------------------------|---|
| 1. | Supreme Court | 5.00 Lakh | i. 20 % at the time of engagement. ii. 20% after finalization of our submissions and filing of documents/submissions. iii. 30% on conclusion of oral arguments. iv. 20% on conclusion of matter and final judgment. v. Balance 10% shall be paid based on overall result in the case. |
| 2. | High Court, NCLAT, NCLT, NGT | 4.00 Lakh | i. 20 % at the time of engagement. ii. 20% after finalization of our submissions and filing of documents/submissions. iii. 30% on conclusion of oral arguments. iv. 20% on conclusion of matter and final judgment. v. Balance 10% shall be paid based on overall result in the case. |
| 3. | District Level Courts, DRT, Consumer Courts, Revenue Authorities, Labour Courts etc. | 1.50 Lakh | i. 20 % at the time of engagement. ii. 20% after finalization of our submissions and filing of documents/submissions. iii. 30% on conclusion of oral arguments. iv. 20% on conclusion of matter and final judgment. v. Balance 10% shall be paid based on overall result in the case. |
| 4. | Arbitration Matters | 3.00 Lakh | i. 20 % at the time of engagement. ii. 20% after finalization of our submissions and filing of documents/submissions. iii. 30% on conclusion of oral arguments. iv. 20% on conclusion of matter and final judgment. v. Balance 10% shall be paid based on overall result in the case. |

The above fees shall include fee for drafting pleadings, written statements, counter, affidavits, miscellaneous applications, written submissions, rejoinders, admission/denial, clerkage and out of pocket expenses if any. and no additional amount on these counts shall be paid.

- (ii) In case of timely and favourable decision in a particular case additional 25% over and above the prescribed fee shall be payable as incentive. For ease of categorization, generally if a case is decided within maximum 1 year from date of filing, it would be considered timely disposal.
- (iii) A retainer fee of Rs.1.00 Lakh per month shall be paid to the engaged Firm to cover the costs of service of representative in SIIDCUL Office, legal opinion as and when required and other administrative costs.
- (iv) **The overall fee in consolidated terms, including retainer fee as well as incentive, in a Financial Year shall in no case exceed Rs.100.00 Lakh (Rupees One Hundred Lakh) or such other lower sum as quoted by the firm, which would also be considered while finalizing the firm.**

7. SELECTION CRITERIA FOR HIRING OF LEGAL FIRM

The firms must submit two proposals, i.e. Technical and Financial Proposal, where in the first stage technical proposal will be opened and evaluated against the technical evaluation criteria while in the second stage, the financial bids of the technically qualified firms will be opened and the contract shall be awarded to the firm with lowest financial bid.

(i) TECHNICAL PROPOSAL EVALUATION CRITERIA

The technical proposal of eligible firms will be evaluated using the scoring guide attached as Table I & II. The score will be awarded on the basis of the following details;

The technical proposal should contain the application (Annexure A) and the following and any additional information and the copies of all required documents should be attached in a technical proposal for evaluation.

| TABLE I | | |
|---------------------|---------------------------------------|--------------|
| S. NO. | CATEGORY | MARKS |
| 1 | Qualification of the Law Firm | 30 |
| 2 | Experience (General) of the Law Firm | 30 |
| 3 | Experience (Specific) of the Law Firm | 40 |
| Total Marks: | | 100 |

Technical qualification status shall be decided on the basis of aggregate score obtained in technical evaluation out of 100. The Legal Firm must obtain at least a 60% score in technical evaluation for technical qualification and financial bid opening.

| TABLE-II | | | | |
|---|--|--|-------------------|---|
| 1. Qualification of the Law Firm | | | | |
| S.No | Description | Category Points | Max. Marks | Documents Required |
| 1.1 | Advocates Supreme Court with minimum five years of experience at Supreme Court Level. | One Advocate= 5 Two Advocates= 10 | 10 | Law Firm should provide the complete profile and CVs with Proof of Experience |
| 1.2 | Advocates of at least 5 years relevant experience of High Court. | Two Advocates= 5 Four Advocates= 10 | 10 | Law Firm should provide the complete profile and CVs with Proof of Experience |
| 1.3 | Financial Strength of the firm | Firm annual turnover shall be minimum INR 100 Lakh or above (in any financial year during the last Three years). | 05 | Audited Financial statement / Tax Return of last three years |
| 1.4 | The legal firm has established office in Uttarakhand (preferably in Nainital or Dehradun). | | 05 | Documentary/ verifiable evidence of established office. |

| 2. General Experience of the Law Firm | | | | |
|---|---|---|----|---|
| 2.1 | Experience in Providing Legal Consultancy to the Central or State Government Department/Agencies/ Autonomous bodies/Public Sector Companies during the last 10 years. | 05 marks for each client up to a maximum of 15 marks. | 15 | Agreements or other verifiable documentary evidence |
| 2.2 | Experience in Providing Legal Consultancy to Private Sector Companies during the last 10 years. | 03 marks for each client up to a maximum of 15 marks. | 15 | |
| 3. Specific Experience of the Law Firm | | | | |
| 3.1 | Experience in advising/defending cases of Industrial Development Corporation/Agencies | 2.5 marks for each case up to a maximum of 05 marks. | 05 | Documentary evidence, work order, or agreements |
| 3.2 | Experience in advising/defending cases of land issues | 01 marks for each case up to a maximum of 05 marks. | 05 | |

SECTION-04. FINANCIAL

| | | | | |
|--------------------|---|--|----|---|
| 3.3 | Experience in advising/defending cases of Human resources and employees' issues in the public Sector (in high court or above). | 2.5 marks for each case up to a maximum of 5 marks. | 05 | Documentary evidence, work order, or agreements |
| 3.4 | Experience in drafting Agreements/Legal Documents/Rules/ Regulations etc. | 05 marks for each case up to a maximum of 10 marks. | 10 | |
| 3.5 | Experience in advising/defending cases related to Procurement of Goods, Works, Services, or construction contracts under public procurement act & rules (in high court or above). | 2.5 marks for each case up to a maximum of 05 marks. | 05 | |
| 3.6 | Representing in Arbitration Matters before Arbitrator/Arbitration Tribunals | 2.5 marks for each case up to a maximum of 05 marks. | 05 | |
| 3.7 | Experience in Handling Cases before NCLT, NCLAT, NGT, DRT | 2.5 marks for each case up to a maximum of 05 marks. | 05 | |
| Total Marks | | 100 | | |

The experience details shall be enclosed clearly specifying the Sl. No. as per Table II for proper evaluation.

(ii) FINANCIAL PROPOSAL EVALUATION CRITERIA

The financial proposals of only those technically responsive bidders who will obtain minimum 60% marks (Technical Evaluation) will be opened. Sealed Financial proposals of firms who failed to obtain 60 % marks in technical evaluation shall not be opened.

(iii) OTHER TERMS AND CONDITIONS

- SIIDCUL reserves the right to accept or reject any or all applications.
- Any firm, applying to this process, try to influence the procurement process, shall be disqualified directly.
- No bid/proposal in any case shall be accepted after the deadline.

**Managing Director
SIIDCUL**

ANNEXURE-A**APPLICATION FORM FOR THE EMPANELMENT OF LAW FIRM IN
SIIDCUL**

(TO BE FIELD IN BY ALL APPLICANT LAW FIRMS)

| | |
|--|---|
| <u>Name and Address of the Firm</u> | |
| A- PERSONAL DETAILS OF THE CONCERNED PARTNER/AUTHORISED REPRESENTATIVE (In Block Letters) | |
| 1 | Name in FULL |
| 2 | Father's/Husband's Name |
| 3 | Date of Birth |
| 5 | Address for correspondence with PIN and phone No. |
| 6 | Address of office/chamber, if any, with PIN and phone No. |
| 7 | Mobile No. |
| 8 | E-Mail ID |
| 9 | PAN No. |
| <u>DETAILS AS REGARD TO FIRMS</u> | |
| 1 | Date of Incorporation |
| 2 | Legal Status of the Firm (Proprietorship/Partnership/LLP/Company etc.) |
| 3 | Total Number of Partners of Firm |
| 4 | Name of all the Partners along with their Registration Number with Bar Council. |
| 5 | Details of Office/Offices of the Firm along with area, staff and other infrastructure facilities. |
| 6 | Average Annual Turnover of the Firm (Last Three FY) (Please attach the proof in form of Balance Sheet/P&L) |
| 7 | Whether the Firms' Associate/Partner can be present at the SIIDCUL office for discussion/consultation as and when required (Yes/No) |

| | | |
|----|--|--|
| 8 | Whether the applicant is currently on the Panel of any other Government Department/PSU/Statutory Body/Autonomous Body etc. If yes give the details (Name, Date of Letter of Empanelment, Period) (Self- certified Copy of the Office Order/ letter of empanelment may be attached) | |
| 9 | No. of cases, handled earlier:- (Documentary proof must be attached) - (Additional Sheet may be attached if necessary) | |
| 10 | Whether Income Tax return filed for the last three years Yes/No (If yes, Please attach the copies of the ITRs.) | |
| 11 | Details of Bank Account (Name of Bank & Address, Account Number & Type, IFSC Code) | |
| 12 | Any additional information, which will further the candidature, may be mentioned (Documentary proofs may be attached): | |

**Signature of the
Authorised Representative of
Applicant Firm**

UNDERTAKING

- 1) I hereby confirm and declare that the information furnished in the application and in the attached Certificate is true/correct and complete to the best of my knowledge and belief. I have not concealed any relevant information. I am fully aware that if any of the information furnished by me is found to be false/ incorrect, my candidature for the empanelment will be treated as cancelled and matter will be referred to the appropriate authority.

- 2) I also undertake to maintain absolute secrecy about the cases of the SIIDCUL as required under the Act, Rules and Regulations there under.

- 3) I also undertake to return all case files and records to the SIIDCUL as and when required by SIIDCUL.

- 4) I do not have any such financial or other interest as is likely to affect prejudicially my functioning as an advocate or Legal Advisor of SIIDCUL.

**Signature of the
Authorised Representative
of Applicant Firm**

Enrolment Number

Mobile Number

Place and Date:-

ANNEXURE-B**FINANCIAL PROPOSAL FOR ENGAGEMENT**

| Particular | Consolidated Maximum Fee in a Financial Year (INR) (Should in no case exceed Rs.100.00 Lakh) |
|--|---|
| The overall fee in consolidated terms, including retainer fee as well as incentive, in a Financial Year | |

Note:

1. The amount quoted should be mentioned in figures as well as words. In case of discrepancy amount quoted in words shall be considered.
2. Any proposal where the amount quoted exceeds the maximum Consolidated Fee mentioned (Rs.100 Lakh) shall not be considered.