



INDIAN INSTITUTE OF INFORMATION TECHNOLOGY, KALYANI

Autonomous institution under MOE, Govt. of India

&

Department of Information Technology & Electronics, Govt. of West Bengal

WEBEL IT Park, 14 Adivasi Para Kalyani -741235,

West Bengal, website : www.iiitkalyani.ac.in

**EXPRESSION OF INTEREST FOR
EMPANELMENT OF ADVOCATE(S) / LAW FIRM(S) IN IIIT KALYANI**

Tender No. IIITK/Tender/23-24/15 Date:- 08.02.2024

NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF ADVOCATE(S) / LAW FIRM(S) IN IIIT KALYANI

Indian Institute of Information Technology, Kalyani invites Expression of Interest (EOI) for Empanelment of Advocate(s)/Law Firm(s) and Legal Advisor for handling various legal matters pertaining to the Institute as well as dealing with its cases in the various Courts/Forums/ Authorities for this Institute.

The interested Advocate(s)/Law Firm(s) who desire to be considered for empanelment and meeting the eligibility criteria may submit their application/Expression of Interest in prescribe formats (Appendix-A, B, C and D) on or before 29.02.2024 to the " Registrar, IIIT Kalyani, Webel IT Park, opposite of Kalyani water treatment plant, Block B, Kalyani, Nadia, W.B. – 741235".

The eligibility criteria, scope of work, general instructions, terms and conditions etc. are attached for reference.

SECTION – I

Guidelines for Empanelment of Advocate(s)/Law firm(s) and Legal Advisor

Indian Institute of Information Technology, Kalyani is desirous to empanel Advocate(s) / Law Firm(s) and a Legal Advisor having experience in handling court cases not only in the Local Courts/Tribunals but also other Forum(s)/Authorities located elsewhere in India. The empanelment shall initially be for a period of three years.

There shall not be any fixed size of the panel for different Courts/Tribunals/Forums and the number of advocates in each panel shall be determined by the Institute from time to time based on the requirement and quantum of cases or matters in any Court/Tribunals/Forums or where a legal advice is or may be sought in any case or matter.

1. Eligibility:

(A) For Advocate(s)/Law Firm(s):

The eligibility criteria for selection of Advocates/Law Firms shall be as under:

1. The Advocate or representative partner/member of the Law firm shall possess a professional degree in Law from a recognized University/Institute and should be enrolled as an Advocate with Bar Council.
2. An Advocate to be eligible for empanelment shall have active practice in the respective Court/Tribunals/Forums for at least twenty years at the bar.
3. The Advocate/Law firm should have been on the panel of at least two Institute(s)/ organization(s), out of which at least one should be a Government / Semi- Government/Autonomous Institutes/organization under Central or State Government.
4. The Advocate(s)/Law Firm(s) shall be considered, having regard to their relevant experience and expertise in Civil Cases, Criminal Cases, Service Laws, Labour Laws, Taxation Laws, Consumer Forums, Public Premises & Eviction Laws and other Acts, Rules and Regulations relating to educational institutions or otherwise.
5. The Advocate(s)/Law Firm(s) should be well versed with the Indian Institutes of Information Technology (Public-Private Partnership) Act, 2017 and the Statutes, Rules and Regulations framed there under.

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- 6 Advocate(s)/Law Firm(s) must have adequate infrastructure including Office, Computer with e-mail facility, well maintained Law journal/library etc.
- 7 Preference shall be given to Advocate(s)/Law Firm(s) having more relevant experience and having exposure in dealing matters on behalf of educational Institute/University.

(B) For Legal Advisor:

1. The Advocate to be empanelled by the Institute as a Legal Advisor, should have a minimum of 20 (twenty) years of standing practice in the local courts, including Labour Court/Tribunals.
2. He / She should have been on the panel of at least two Institutes/organizations as Legal Advisor, out of which at least one should be a Government/Semi- Government/Autonomous Institute/organization under Central/ State Government.
3. Advocate must have adequate infrastructure including Office, Computer with e- mail facility, well maintained Law journal/library etc.
4. Preference shall be given to the Advocate having more relevant experience and having exposure in dealing matters on behalf of the educational Institute/University.

2. Scope of Work:

(A) For Advocates/Law Firm(s):

The Scope of work for the panel of Advocates/Law Firm(s) would comprise of the following: -

1. To appear and defend interest of the Institute in the various Courts/Tribunals and other forums/statutory authorities located elsewhere in India.
2. To provide opinions/legal advice on various legal aspects concerning this Institute, including MOU's, Contracts (Outsourced, Manpower etc.), patent applications, purchase tenders etc.
3. To prepare draft of various legal documents pertaining to the Institute to be submitted before local Courts/Forums and other Authorities.
4. Keep the Institute informed of the developments of the case from time to time, particularly with regard to drafting, filing of papers, dates of hearing of the cases, supply of orders & judgments etc.
5. Any other matter on which legal recourse or action is required by the Institute.

(B) For Legal Advisor:

- 1 To provide opinions/legal advice on various legal aspects concerning this Institute.
- 2 To prepare draft of legal notices and their replies, pleadings and other legal documents pertaining to the Institute to be submitted before local Courts/Forums and other Authorities or Advocates.
- 3 Conveyancing and legal vetting of various tender documents, agreements, deeds, bonds, memorandums, pledges, and other legal documents, also prepare Standard Operating Procedure(s), guidelines, and standard formats for such legal documents, also give advice on MOU's, Contracts (Outsourced, Manpower etc.), patent applications, purchase tenders etc.

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4 Perform such other duties of legal nature, which may be assigned to him/her by the Institute from time to time.

5 To visit the Institute as and when required.

3. Disqualification for Applying for Empanelment:

A person shall be treated as disqualified for being empanelled advocate, if he-

- a) is an undischarged bankrupt.
- b) is physically or mentally incapable of acting as an advocate.
- c) has been convicted of an offence, which in the opinion of the Institute involves moral turpitude.
- d) has any conflict of interest.
- e) has been subject to any professional disqualification by the Bar Council.
- f) has abused his position as an advocate as to render his empanelment or continuation in the panel detrimental to the interests of the Institute.

4. General Terms and Conditions for Empanelment:

(1) Following are terms and conditions of empanelment of advocate with the Institute, which shall be complied with by the empanelled advocate and the legal advisor:

- a) Mere empanelment of advocate shall not bind the Institute to necessarily assure him of any particular case or matter or obtaining any service from him or to pay any fee or charges therefore.
- b) The allotment of a case or matter to the empanelled advocate shall be solely at the discretion of the Institute.
- 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 Institute 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 advise 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 without prior concurrence of the Institute and shall deal with the case or matter himself.
- f) An empanelled advocate shall coordinate and cooperate with any other advocate in any case or matter assigned to him by the Institute, where necessary, and as instructed by the Institute.

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- 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 Institute from time to time.
 - i) The volume of task shall be assessed by the Institute 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 should 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.
 - 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 Institute 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 Institute.
 - n) A report on progress of Suits/Cases entrusted to the Advocate(s) will be sent to the Office of the Legal Cell under a copy to Registrar.
 - o) The engagement or allotment of cases or matters to the empanelled advocate shall be at the sole discretion of the Institute. 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 sensitivity of the case or matter.
 - p) During the term of the empanelment and thereafter, any confidential information relating to the Institute, any officer, employee or representative of the Institute that would be 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.
- (2) Notwithstanding anything contained in the foregoing, the Institute reserves the right to postpone, suspend, terminate, remove or cancel the empanelment of an advocate or legal advisor, as the case may be.

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5. Duration:

Selected Advocate(s)/Law Firm(s)/ Legal Advisor shall be empanelled by the Institute for a period will be initially for One Year. This period may be extended further annually up to 03 years on satisfactory performance. In case of performance of the empanelled Advocate(s)/Law Firm(s)/ Legal Advisor in one part or the entire contract is not found to be satisfactory as per operational parameters set out of the contract or not in conformity with the terms & conditions of the tender, then that part or the entire contract shall be terminated even before the scheduled time by giving advance notice of one month to this effect.

6. Performance Review of Empanelled Advocate and Legal Advisor:

The Institute may review the performance of empanelled advocate(s) and Legal Advisor regarding conduct of any case or matter pertaining to the Institute as and when necessary and where the Institute believes that the performance of empanelled advocate(s) or Legal Advisor is not satisfactory, his name may be removed from the panel by the Institute.

7. Conflict of Interest in respect of empanelled Advocate(s) and Legal Advisor:

1. An empanelled advocate shall have the right to represent for and on behalf of any other client in any case or matter, which shall not, however, interfere with or be in conflict with the efficient discharge of his professional duties towards the Institute or any of its officers or employees.
2. An empanelled advocate shall not advise any party or accept any case or matter against the Institute, any member or its officers or employees, or any case or matter in which he has appeared or is likely to be called upon to appear or advise, in which event he shall be liable to be removed from the panel.
3. If the empanelled advocate, at any relevant period, is a partner of a firm of lawyers or solicitors, which takes up or advises a person or a party who is or is likely to be moving against the interests of the Institute, it shall be incumbent upon the empanelled advocate to disclose the same and a decision to withdraw a case or matter from such empanelled advocate shall be taken by the Institute; however, non-disclosure of such information shall liable the empanelled advocate to be removed from the panel.
4. The empanelled advocate shall not take up any case or matter or advice any person or party against the interests of the Institute, the Central or a State Government, any public sector bank or any authority, constituted or established under any Central or State law, which in the opinion of the Institute, amounts to conflict of interest, prejudice or bias affecting the case or matter entrusted to him or advice sought by the Institute from him.

8. Removal from Empanelment:

Where the Institute is satisfied that an empanelled advocate or legal advisor has committed or attempted to commit any of the following acts he may be removed or suspended from the panel, namely:

- (a) failing to attend the hearing of the case without sufficient reason and without prior intimation to the Institute;
- (b) handing over the case or matter to another advocate without prior written permission of the Institute;

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- (c) not acting as per the instructions or acting against any general or specific instructions of the Institute;
- (d) not returning the brief or matter or no-objection when demanded by the Institute or not allowing or evading to allow the inspection of case records on demand;
- (e) misappropriation of any money or property of the Institute or earmarking or using or appropriating the same towards his fees without the permission of the Institute;
- (f) threatening, intimidating, abusing any employee, officer or representative of the Institute or in any manner misbehaving with him;
- (g) making or allowing any of his associates or juniors to appear on behalf of any opposite party in any case or matter against the interests of the Institute;
- (h) committing an act that tantamount to contempt of court or professional misconduct;
- (i) arrest or detention or disbarment by the Bar Council;
- (j) directly or indirectly passing on any secret or other information relating to the Institute or any case or matter to the opposite party or the opposite or other advocate which causes or likely to cause damage to the Institute's interests;
- (k) giving false or misleading information to the Institute or to any officer or employee or representative of the Institute relating to the proceedings of the case or matter;
- (l) not objecting the adjournment moved by any party to a case or matter without any sufficient reason;
- (m) if at any time during the period of empanelment the empanelled advocate has engaged in any fraudulent activities, misrepresentation, misappropriation etc.; or
- (n) violating any of the provisions contained in the document and their Guidelines.
- (o) Leaks any information about the institute matters to media or to any other institute /party/social media etc.

9. Termination:

- (1) The empanelled advocate or legal advisor, as the case may be, shall be at liberty to terminate the empanelment by giving at least one month's notice in writing to the Institute, within which every case file and every other document relating to the case or matter entrusted to him shall be returned to the Institute or any officer or representative authorised by the Institute.
- (2) Without prejudice to the foregoing provisions, the Institute reserves the right to terminate the empanelment by giving one-month notice to the empanelled advocate or to the legal advisor, as the case may be, at any time he fails to discharge his obligation under these guidelines or is found to be negligent, careless, inefficient or has committed fraud, mischief, misappropriation or any misconduct to the satisfaction of the Institute.
- (3) Any pending or unresolved operational issues, performance, unpaid fees or any other remedy to the empanelled advocate may be settled or resolved even after such advocate is removed or his empanelment is terminated.

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10. Remuneration:

- (1) The fees payable to the empanelled Advocate(s)/Law Firm(s) and Legal Advisor as price quoted by them in Appendix - D. *(not more than approved fees payable as per the Government of India Ministry of Law & Justice Department of Legal Affairs).*
- (2) No retainer fee shall be paid to any panel Advocate/firm merely because such Advocate has been empanelled.
- (3) Apart from particulars mentioned in Appendix - D if any points remain uncovered then selected Advocate(s)/Law Firm(s) empanelled as the Counsel of the Institute shall be paid as per the Government of India Ministry of Law & Justice Department of Legal Affairs scheduled and approved norms.

11. General Instructions for Submission of Application:

1. The interested Advocate(s)/Law Firm(s) who desire to be considered forepanelment and meeting the above eligibility criteria, may submit the application in prescribe format (Appendix-A, B, C & D).
2. Any application received by the Institute after the due date, for any reasons, whatsoever, will not be considered for empanelment.
3. All copies of the supporting documents submitted along with application shall be self-attested.
4. The Institute reserves the right to empanel any Advocate(s)/Law Firm(s)/Legal Counsel of its own choice and as per requirement, depending upon the area of specialization/expertise and on satisfying the eligibility criteria.
5. The complete application/Expression of Interest shall be submitted to the "Registrar, IIIT Kalyani, Webel IT Park, opposite of Kalyani water treatment plant, Block B, Kalyani, Nadia, W.B. – 741235".
6. The short-listed Advocate(s)/Law Firm(s) may be requested for interaction with a committee constituted by this Institute for the purpose and to suggest/recommend the names of Advocate(s)/Law Firm(s) and Legal Advisor.
7. Empanelled Advocate(s)/Law Firm(s) and Legal Advisor shall always abide by the terms of engagement, prescribed by the Institute, without any objection during the period of empanelment.
8. The Institute also will have the liberty to engage any Advocate(s) / Legal Counsel(s)/ Law Firms, other than those empanelled, if the circumstances so warrants and under such situation, an empanelled Advocate(s) / Law Firms(s) shall not make any claim or objection for any reason whatsoever.
9. Where considered necessary, the empanelment committee may conduct an inquiry and check background of the advocate with the respective Bar Council or Bar Association or otherwise about the claims, conduct and antecedents of the advocate at any time during empanelment to verify his credentials. In this regard, empanelment committee may require an advocate to make

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available self-attested copies of the following documents and may also require the originals for verification at any time during empanelment -

- i. school leaving or any other certificate in support of age;
 - ii. certificates in support of educational and other qualifications;
 - iii. registration with the State Bar Council;
 - iv. identity card issued by Bar Association or State Bar Council;
 - v. details of empanelment with other organisations;
 - vi. list of major clients;
10. An undertaking to the effect that all information furnished by him is correct and that no disciplinary proceeding is pending against him by the Bar Council and also that he shall not take up any case or matter against the Institute or its officers, employees or representatives or advice any client against the interest of the Institute or the Central or State Government.
11. An undertaking from the advocate to the effect that the empanelment shall be subject to these Guidelines.
12. Decision of the Institute shall be final and binding on the empanelled Advocate(s)/Law Firm(s) in case of interpretation of any clause/provisions in the Expression of Interest.

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Registrar

Indian Institute of Information Technology, Kalyani

Appendix-A**Application form for Empanelment of Advocate(s)/Law Firm(s) & Legal Advisor
[To be filled by Advocate(s)/Legal Counsel(s)/Law Firm(s)]**

CURRICULUM VITAE				
1.	Name:	<div style="border: 1px solid black; padding: 5px; text-align: center;">Affix a latest photograph self attested by Advocate</div>		
2.	Date of Birth:			
3.	Official Address:			
4.	Residential Address:			
5.	Chamber/Office Address:			
6.*	PAN-Permanent Account Number:			
7.	E-Mail ID:			
8.	Professional Qualification: -			
	Degree	Year of Passing	Name of University	Mark Percentage
9.	Area of Professional Expertise : -			
	Field / Branch of Law	Year of Experience	Total No. of Case of personally handled as on _____	No. of Successful disposal of cases
10.	Details of Bar Enrolment: -			
10(a)	Enrolment No. & Date:		Place:	
10(b)	Name of Partner applying on behalf of the firm(s):	Enrolment No. & Date:		Place:

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*List of following documents proof to be attached.

1. Degree Certificate
2. Enrolment Certificate
3. Copy of Enrolment Card
4. Bar Experience certificate issued by Bar Council/Association
5. Certificate(s)/letter of Professional Association/Enrolment
6. Copy of reported cases
7. Letters of References/Appreciations
8. Copy of PAN card

Appendix-B

PROFORMA FOR EXPERIENCE

[To be filled by Advocate(s)/Legal Counsel (s) Law Firm(s)]

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Place:

Date:

Signature with Seal

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11.	Professional Association/enrolment in other organization as on date:- (Attached separate sheet, if required)							
	Sl. No.	Organization Name	Case Type	From	To	Total No. of cases allotted, as on _____	Total No. of cases disposed, as on _____	No. of cases disposed successfully
12.	Details of succeeded cases:- (Attached separate sheet, if required)							
	Sl. No.	Organization name	Case No.	Court	Cause title	Amount involved	Year of Court verdict	
13.	Details of Reported cases:- (Attached separate sheet, if required)							
	Sl. No.	Case No.	Court	Cause title	Citation details			
14.	Details of references/Appreciation (if any): -							
15.	Any other Details: -							

Declaration

I hereby solemnly declare that all the statements made in the above proforma are true and correct to the best of my knowledge and belief. If selected for empanelment in the Institute, my willingness will not be withdrawn.

Place:

Date:

Signature with Seal

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DISTRICT COURTS / LABOUR COURTS/CONSUMER FORUM / TRIBUNALS

S. No	Particulars	Amount in Rs
1.	a) For all effective hearings/pleadings b) When the matter is adjourned	
2.	Drafting of Petitions/Written statement/Counter Affidavit	
3.	Drafting of Supplementary Affidavit / Rejoinder / Miscellaneous Applications	

MISCELLANEOUS CHARGES

S. No	Particulars	Amount in Rs
1.	For holding conference	
2.	Conference charges for briefing the senior counsel, as required.	
3.	Drafting /Filing of Caveat Petition	
4.	For vetting of Agreement / MoU / Lease / Contract / Purchased Tender / Patent document etc.	
5.	For every written Legal Opinion/Legal Notice	
6.	Inspection of files in various Courts / Commissions / Tribunals.	
7.	Travelling allowances and other expenses for hearing/ appearances at the Courts/ Tribunals outside the state of West Bengal	

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Appendix-C

UNDERTAKING

[To be furnished by Advocate(s)/ Legal Counsel(s)/Law Firm(s)]

1/We hereby agree to unconditionally accept and agree to all the terms and conditions of the Expression of Interest for Empanelment of Advocate(s)/Legal Counsel(s)/Law Firm(s) without any deviations. I also undertake and understand that the specified rate(s) for service rendered under the said EoI are subject to revision from time to time, which shall be appropriately adhered by me/my Firm.

Place:

Date:

Self/Authorized
Signatory with Seal

Appendix-D

Fee Structure Payable to the Advocates / Firms in different Courts of Law

HIGH COURT CHARGES

S. No	Particulars	Amount in Rs
1.	Drafting of Petition or Counter Affidavit	
2.	Drafting of Supplementary Affidavit or Rejoinder	
3.	a) For all effective hearings/pleadings b) When the matter is adjourned	
4.	a) For appearances when assisting Senior Counsel. b) When the case is adjourned	

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