

Ref: AIDC/L/Empanelment/ 229/2022/ 1169

Date 01.06.2022

NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF ADVOCATES/LAW FIRMS TO REPRESENT ASSAM INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (AIDC Ltd.) BEFORE VARIOUS COURTS

ASSAM INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (AIDC Ltd.), is a Government of Assam Undertaking established under Company's Act 1956, having its Registered / Head Office at RG Baruah Road, Guwahati-781024, Assam. Its main objective is to promote, establish industries / projects or enterprises for manufacture and production of plant and machinery tools, implements etc. as well as operate schemes for industrial development of Assam besides establishing companies and associations for execution of industrial undertakings. The Corporation also aid, assist and finance industrial undertaking, project or enterprises with capital credit, means or resources for prosecution of its works and business. It also procures capital and provide machinery equipments and other facilities to company or association for the purpose of carrying into effect any objects connected with the industrial development and to subscribe for underwrite or otherwise deal with shares, debentures.

AIDC Ltd. intends to empanel Advocates/Law Firms for attending to the legal cases of the Corporation before:

1. District Court/ Forums 2. High Courts/ Commissions 3. Tribunals 4. Supreme Court of India.

The Law Firms and practicing Advocates registered with Bar Council of India/State Bar Councils are eligible for empanelment. The Essential Qualifications, Experience, Schedule of Fees, Other Terms and Conditions and the Application Format are prescribed below. Eligible Law Firms and practicing advocates may send hardcopy of their applications in the format prescribed in **Annexure A** enclosed herewith along with self attested copies of certificates in support of educational qualifications, experience, permanent residence, original Demand Draft / Bankers Cheque etc. along with a recent passport size photograph, on the following address:

Managing Director
Assam Industrial Development Corporation Ltd.
R.G. Baruah Road Guwahati-24

Each Application should be accompanied by a Processing fee of Rs. 500/- (non refundable). Application not accompanying the Processing fee shall be rejected out rightly and shall not be processed. Processing fee to be submitted in the form of DD/ Banker's cheque drawn in favour of "Assam Industrial Development Corporation Limited" payable at Guwahati. The envelope containing the application form should mention the following on the top:

"APPLICATION FOR EMPANELMENT TO REPRESENT ASSAM INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (AIDC LTD.) BEFORE VARIOUS COURTS"

The last date of receiving Applications in the prescribed format is 08th June, 2022.

Applicants are requested to visit the official website www.aidcltd.com for the Application Form and Guidelines for Empanelment

Sd/-
Managing Director
Assam Industrial Development Corporation Limited
R. G. Baruah Road, Guwahati-781024.

GUIDELINES FOR EMPANELMENT OF ADVOCATES/LAW FIRMS

Following guidelines are to provide and regulate the manner and procedure for empanelling the advocates to represent and assist AIDC Ltd. before various courts and for regulating the referrals of the cases and payment of fee/remuneration payable to such persons.

1. DEFINITIONS

For the purposes of these Guidelines, the terms used will have the following:

- (i) **‘Advocate’** means an advocate, entered in any roll of advocates under the provisions of The Advocates Act, 1961.
- (ii) **‘Competent Authority’** shall be the Managing Director or any other officer so designated by the Managing Director.
- (iii) **‘Court’** shall mean all courts of law including District Courts all over Assam/ India, any High Court, Supreme Court, Tribunals, Judicial Forums and Arbitrators etc.
- (iv) **‘Effective Hearing’** shall mean a hearing in which either one or both parties involved in a case are heard by the Courts / arguments were advanced by the Counsel of any of the parties, Examination-in-chief, cross examination is conducted, issues/charges has been framed and statement, Miscellaneous proceedings.
- (v) **‘Non-effective Hearing’** shall mean all hearings which are not covered in the above definition of effective hearing.
- (vi) **‘Similar Cases’** shall mean two or more cases in which identical or substantially similar questions of law or facts are involved.

2. Eligibility of Empanelment

The Advocates/ Firms to be taken on panel should have a minimum experience of at least 10 years of handling matters before District Court/Forums/Commissions/Tribunals/High Court and Supreme Court of India. Preference shall be given to Advocates having expertise in dealing with Service matter.

3. Tenure of Empanelment

The initial empanelment will be for two years or until further orders whichever is earlier. Performance of empanelled advocates shall be reviewed on annual basis. However, on completion of the term and satisfactory performance of the advocate, the empanelment may be renewed for a period of another two years by the Corporation. The Corporation reserves the right to terminate the empanelment of any advocate at any time without assigning any reason thereof.

4. General Terms and Conditions

- (i) The advocate shall not necessarily be empanelled for any specific court and shall accept the work assigned to him for the courts for which he is basically designated on the basis of minimum eligibility conditions for such referrals and shall not refuse to accept any work without any reasonable cause.
- (ii) Refusal by any advocate to accept any work without any reasonable cause (e.g. on grounds of conflict of interest) may entail removal of such advocate from the panel.

- (iii) The empanelled Advocates will not delegate cases and would themselves deal with the same. They may have to coordinate and work with designated Senior Advocates, if any, engaged in the case. Designated Senior Advocates shall be engaged on case to case basis with the approval of the Competent Authority.
- (iv) The empanelled Advocate shall maintain absolute secrecy and confidentiality about the cases of the Corporation.
- (v) The advocates shall accept the terms and conditions of the empanelment as determined by the Corporation from time to time.
- (vi) In case of empanelment of Law Firms, all the terms and conditions for empanelment of the individual Advocates shall apply mutatis mutandis to them.
- (vii) If required and considered appropriate by the Competent Authority, Attorney General of India/Solicitor-General of India/Additional Solicitor General/Advocate General/Designated Senior Advocates may be engaged to argue the cases on behalf of the Corporation NERAMAC keeping in view the urgency and importance of a particular matter.

5. Payment of Fee and Other Conditions

- (i) The fee payable to the Advocates shall be governed by the Schedule of fee annexed as **Annexure “C”** which is based on the basis of the Fee Structure prescribed by Notification No. JDR-53/97IPT.119 dtd. 01.10.2020 of Assam Judicial Department, Judicial Branch.
- (ii) No retainer fee shall be paid to any panel Advocate/law firm merely because such advocate/firm has been empanelled.

6. Documents required to be submitted by the Advocate

The Advocates will be required to submit their Applications in the prescribed format as given in **Annexure-A**.

The attested copies of the following documents are required to be submitted with application: (i) Certificates in support of educational qualifications and experience (ii) Certificate of Registration with Bar Council of India

7. Communication of Empanelment

After a decision to empanel the advocate is taken, a communication in writing to this effect shall be sent to the Advocates/Law Firms as per **Annexure-B** with acknowledgement and acceptance due.

8. Disablements

Disablement on the part of the Advocate shall mean and include any of the following:

- (i) Handing over the brief or matter to another advocate without prior written permission of the NERAMAC;
- (ii) Failing to attend the hearing of the case without any sufficient reason and/or prior information;

- (iii) Not acting as per the Corporation's instructions or going against specific instructions;
- (iv) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand;
- (v) Raising misleading bills.
- (vi) Any complaint from Corporation's employees, officers, or representatives regarding using inappropriate behaviour, abusing any of the Corporation's employees, officers, or representatives by the Advocate or his office staff;
- (vii) Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/appeal related to the Corporation;
- (viii) Committing an act that tantamount to contempt of court or professional misconduct;
- (ix) Passing on information relating to the Corporation case on to the opposite parties or their advocates or any third party which is likely to cause any damage to the the Corporation interests;
- (x) Giving false or misleading information to the Corporation relating to the proceedings of the case;
- (xi) Seeking frequent adjournments or not objecting the adjournment moved by other party without sufficient reason.

Empanelment shall be liable to be cancelled immediately due to occurring of any of the above disablements on the part of the Advocate.

ANNEXURE A

FORMAT OF APPLICATION FOR ADVOCATES/ LAW FIRM

1. Name :
2. Date of birth :
3. Educational qualifications :
4. Date of enrolment as an Advocate and Registration No.:
5. Name of Bar Council (Copy of enrolment certificate must be attached) :
6. Period of practice :
7. Details of Experience/practice /achievements:
 - a) Experience (in years) in dealing with Govt. Organisation/Supreme Court/High Court/Lower Court :
 - b) Achievements, if any :
8. PAN number :
9. Office Address :
10. Residence Address :
11. Contact Number :
12. E- Mail :
13. Payment of processing fees with details and copy thereof.:
14. A brief note on suitability for empanelment:

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I declare that I have never been penalized by any bar council in any Disciplinary Proceedings. I also undertake to maintain absolute secrecy about the cases of AIDC Ltd. I agree with the Fee Schedule notified by AIDC Ltd.

Signature of Advocate

ANNEXURE B

To,

Mr. _____

Sub: Empanelment as AIDC Ltd.'s Advocate

Dear Sir,

This is with reference to your application evincing interest for empanelment as an advocate with AIDC Ltd. We are pleased to inform that your request has been considered favourably and you are being empanelled on following terms and conditions:

A. NATURE & SCOPE OF WORK

1. You will abide by AIDC Ltd. terms and conditions as enumerated in the Guidelines for such empanelment, mentioned in our notice inviting applications for Empanelment of Advocates/Law Firms for representing AIDC Ltd. before various Courts/ Tribunals/ Forums.
2. Perform all or any of the following acts deeds, matters or things in any courts/ Forums/ Tribunals in the matters entrusted to you from time to time by the Corporation and protect its interest:

S. No.	Particulars
1.	Perusal of documents as well as drafting/ preparing any Petition/ Complaint/ Miscellaneous Applications/ Affidavit in Opposition/ Reply/ Written statement with affidavits/ Replication/ Rejoinders/ Evidence by way of Affidavit/ Execution Petition and any other legal documents/ Papers/ Letters as and when required.
2.	Preparing/ drafting Written Submissions and carry out research work on judgments for final hearing of any Petition/ Complaint
3.	Personally attend hearing in the matter before the respective Courts. Even on non-effective date of hearing, you shall be personally present in court and enter appearance on behalf of AIDC Ltd.
4.	No request for adjournment should be made unless instructed by the officials of AIDC Ltd.
5.	To keep the officials of AIDC Ltd. informed about the proceedings transpired in the Court on each date of hearing on regular basis vide email/ telephone and discuss the next course/ strategy to be adopted thereon. <i>Without regular hearing update vide email regarding attending hearing on a particular date, bills raised against same shall not be processed.</i>
6.	To send all or any drafts prepared in respect of any Petition/ Complaint/ Miscellaneous Applications/ Reply/ Written statement with affidavits/ Replication/ Rejoinders/ Evidence by way of Affidavit/ and any other legal documents/ Papers/ Letters for review/ vetting by the concerned officer of AIDC Ltd. well in advance for its timely finalization and execution. <i>Please note that in advance do not imply sending the drafts for review and execution a day or two before the next date of hearing.</i>
7.	To advice and answer the queries raised from time to time by the officials of AIDC Ltd. in respect of any legal matter.
8.	Applying and obtaining certified copy of the order(s) passed by the

	Hon'ble Court.
9.	Not to accept any case/ briefs instituted against AIDC Ltd. by any organization/ individual.
10.	Personally deal with the case assigned to you in close coordination with the designated Senior Advocate, if any, engaged in some matter.
11.	Unless a case is specially assigned to you by the AIDC Ltd. , you will not on your own receive Summons / Notices of the AIDC Ltd. matters and even if you receive, if no Vakalatnama is given to you, you shall not otherwise deal with such cases. However, you will immediately inform AIDC Ltd. in this regard.

B. BILLING/ PAYMENTS

1. Payment shall be made only on submission of Professional Bills duly sealed & signed stating therein the purpose thereof. Scanned copy of duly sealed & signed bills can also be sent via email apart from the hardcopies.
2. Payment shall be made through NEFT/ RTGS after deduction of tax within 3-4 weeks from the date of submission of Professional Bills in each case.

C. TENURE OF EMPANELMENT/ REMOVAL

The initial empanelment will be for two years or until further orders whichever is earlier. Your performance shall be reviewed and if, your services are found not upto the mark, the Corporation may remove you from panel and the cases/matters entrusted to you will be taken back from you. However, on completion of the term and satisfactory performance of the advocate, the empanelment may be renewed for a period of another two years by the Corporation.

In case of any misconduct professionally or in the event of accrual of any of the conditions mentioned in Clause 8 i.e. disablements as mentioned in the advertisement for empanelment, the Corporation will take appropriate action against you which includes filing complaint with the concerned Bar Association with whom you are having registration and recovery of financial loss, if any caused due to your misconduct as well as removal from its panel.

D. CONFIDENTIALITY

You agree that you shall maintain full secrecy and shall not disclose any confidential matter or communication to anybody else in respect of the matters/ cases/ briefs entrusted to you and shall not divulge any details to an outsider or opponent as the case may be without written consent of the Corporation. Please note that empanelment with the Corporation does not confer any right or claim that you alone should be entrusted with the Corporation's work. We agree that in order to enable you to effectively render your services, we shall render our full cooperation in all aspects pertaining to the cases/ matters/ briefs entrusted to you.

Yours Faithfully
For Assam Development Corporation Ltd.

ANNEXURE C

SCHEDULE OF LEGAL FEES PAYABLE FOR DEALING CASES BEFORE HIGH COURT/ SUBORDINATE COURTS

(Based on the fee structure prescribed by notification no. JDR-53/97IPT.119 dtd. 01.10.2020 of Assam Judicial Department, Judicial Branch as amended from time to time).

S. No.	Item of work	Description	Fees (in Rs)
1.	Drafting fees	Writ Petition/ Writ Appeal/ Review Petition/ 1st Appeal/ 2 nd Appeal (All Civil Appeal) / Suits/ Execution Petition/ Complaints	5000 per petition
		Criminal Appeal and Criminal Revision	2000 per petition
		Miscellaneous Petition	3000 per petition
		Affidavit in Opposition/ Reply/ Rejoinder	2500 each Affidavit in Opposition
2.	Filing fees		1000 per day
3.	Fee towards conduct and appearance per day irrespective of number of cases.	For Hearing	2500 per day
		For Admission	1500 per day
		For Motion and Orders	1000 Per day
4.	Legal opinion/ legal advice in writing		3000 per opinion/ advice
5.	Miscellaneous out of pocket expenses	Subject to submission of Bills	As Per Actual
6.	Out of headquarter outstation matters	Fooding, Lodging, Misc. Cost subject to submission of Bills	As Per Actual