



**NATIONAL INSTITUTE OF PUBLIC FINANCE AND POLICY**  
18/2 Satsang Vihar Marg, Special Institutional Area (Near JNU)  
New Delhi – 110 067

Ref.: NIPFP/Admn/Legal/2021

Dt. 17/12/2021

**NOTICE INVITING TENDER**

Sealed Tenders (under single bid) are invited for empanelment of one or more Delhi based Advocate(s) to represent NIPFP before the various Courts of Law/Tribunals under the jurisdiction of Delhi as well as at the Supreme Court of India and for legal advisory work, for an initial period of 2 years.

The bids are to be submitted on or before 17/01/2022 by 1500 hrs. as per the terms and conditions prescribed. For further details please visit tender page at NIPFP Website: <https://www.nipfp.org.in/about-us/tenders/>

**TENDER SCHEDULE**

<u>Sl. No.</u>	<u>Description</u>	<u>Schedule</u>
1.	Name of the work	Empanelment of Advocate(s) – refer to attached Notice Inviting Tender (NIT)
2.	Cost of tender document	Nil
3.	Last date & time for submission of tender	17/01/2022 by 1500 hrs.
4.	Tender opening date & time	18/01/2022 by 1530 hrs.

Sr. Admin. Officer

## Notice Inviting Tender (NIT)

### Empanelment of advocates to represent NIPFP, New Delhi before the Supreme Court, High Court, Subordinate Courts/ Tribunals/ of Delhi and for legal advisory services

The National Institute of Public Finance and Policy (NIPFP), New Delhi, is a premier research institution in public economics and policy functioning under the Ministry of Finance, Govt. of India.

NIPFP invites expression of interest for empanelment of Delhi based Advocates practicing in the Supreme Court of India/ Delhi High Court/ Subordinate Courts/ Tribunals, and other judicial or Quasi-Judicial bodies and for legal consultancy and advisory services. The qualification, experience, other terms and conditions and the pro-forma in which the application has to be made have been prescribed in this Notice Inviting Tender (NIT, henceforth).

#### I

#### INSTRUCTIONS TO BIDDERS

1. Bids in sealed cover are invited for “Empanelment of Advocates” from reputed experienced and financially sound parties.
2. Cost of Bid Document/Tender Fee: NIL
3. Issue of Tender: The tender document can be downloaded from the Institute website: [www.nipfp.org.in](http://www.nipfp.org.in) under the category tender or e-publish.gov.in.
4. Any addendum/corrigendum in respect of this tender shall be issued in Institute’s website. Applicants are required to visit the Institute website for updates or any other information pertaining to the NIT.
5. The address, contact numbers, date of issue/submission/opening/ correspondence etc. or seeking clarifications regarding this NIT are given below:-

Postal address for sending the Bids	Senior Administrative Officer National Institute of Public Finance and Policy 18/2, Satsang Vihar Marg, Special Institutional Area, New Delhi – 110 067
Date and Time of online Publication/ Download of Tender	17 <sup>th</sup> December 2021 at 1800 hrs.
Bid Submission Start date & time	20 <sup>th</sup> December 2021 at 1400 hrs.
Last date and time of submission of Bid	17 <sup>th</sup> January 2022 at 1530 hrs. Any changes of the schedule will be notified on the Institute’s website.
Date and time of opening of Bids	18 <sup>th</sup> January 2022 at 1530 hrs. onwards. Any changes of the schedule will be notified on the Institute’s website.
Contact Person (for any clarification during the tendering process)	Senior Administrative Officer National Institute of Public Finance and Policy Email id : <a href="mailto:pankaj.sinha@nipfp.org.in">pankaj.sinha@nipfp.org.in</a> Telephone No.: 011 - 26569303, 26569780

6. Manner of depositing the Bids: Sealed Bids should be either hand delivered in a sealed cover, in the Office of the Senior Administrative Officer or should be sent by registered post/speed post/courier at the address given above to reach by the due date and time. Kindly super-scribe the outer cover of the sealed bid as Empanelment of Advocate(s) for NIPFP. Late submissions will not be considered under any circumstances. No responsibility will be taken by the institute for postal/ courier delays or non-delivery/non-receipt of Bid documents.
7. **Bids sent by FAX or e-mail will not be considered.**
8. The tender documents are to be signed on **all the pages** by the bidder. The sealed envelope should contain the NIT with all supporting documents, covering letter, annexures, copies as required, duly signed and stamped on each page. Incomplete bids will not be considered for evaluation. The Applicant should ensure that the full set of documents are properly spiral bound, sealed and numbered before submitting.
9. This NIT is being issued with **no financial commitment**.
10. The Bidders may depute their representatives to attend the opening of bids on the due date and time. The letter authorizing representatives has to be sent to the Sr. Administrative Office. The event of opening of bids will not be postponed due to the non-presence of bidders or their representatives.
11. Submission of bid means that the applicant has read all the terms and conditions of this NIT and agrees to the same, without conditions. Conditional bids shall not be accepted.
12. Rejection of Bids: Canvassing by the applicant in any form, unsolicited letters and/or any intervention may invoke summarily rejection of the bid.
13. Validity of Bids: The Bids should remain valid till 90 days from the last date of submission of Bids.
14. 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 NIPFP.
15. The applications will be scrutinized and shortlisted for empanelment by the Institute's constituted Committee. The short-listed bidders will be informed by email and/or by regular post for further procedure, as required.
16. Evaluation Committee: The NIT will be evaluated by the Institute's Evaluation Committee. Inability to submit requisite supporting documents/ documentary evidence would lead to rejection of the application. The decision of the Evaluation Committee shall be final.
17. NIPFP reserves the right to cancel or withdraw the NIT at any stage. NIPFP 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.

**II**  
GENERAL TERMS AND CONDITIONS

1. The advocate must be willing and available to visit NIPFP as and when required or is called for legal advisory by NIPFP.
2. The empanelment will be initially for a period of 02 years from the date of final approval of empaneled advocates and may be further extended annually at the sole discretion of the Institute on performance, agreed fee and terms & conditions basis.
3. Non-disclosure of Contract documents: Except with the written consent of NIPFP, 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.
4. Termination of Contract: NIPFP shall have the right to terminate this Contract in part or in full in any of the following cases:-
  - (a) 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.
  - (b) The Advocate is declared bankrupt or becomes insolvent.
  - (c) The Advocate has sublet the contract.
  - (d) The institute reserves the right to terminate the contract after giving three months' notice to the Advocate(s) if the work carried out is not satisfactory.
5. 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.
6. Notices: All notices, requests, demands or communications required here under shall be in writing inclusive of electronic means as recognized by IT Act 2000.
7. 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 NIPFP'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.

8. 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 here in above 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.
9. Advocate(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 of NIPFP. All material shall be the property of NIPFP.
10. Penalty clause: In case, the Advocate(s) fails to file reply within the specified period or fails to appear in the concerned court/fora as per the instructions, a penalty of Rs. 500/- per absence will be imposed.
11. Indemnity: The Contractor (Indemnifying Party) shall indemnify, defend and hold NIPFP (Indemnified Party), its director, 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.
12. Arbitration: In the 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 Contractor 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, NIPFP 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 New Delhi 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.
13. Mere submission of application/ proposal does not imply acceptance of the same by NIPFP. The advocate will be enlisted only after meeting the laid down qualifying parameters for which decision of NIPFP shall be final and binding on the parties. NIPFP reserves the right to award similar work any time during the period to one or more parties.
14. Empanelment with this Institute does not ensure business of any quantum, whatsoever. Institute reserves the right to engage other advocates for similar work on any other firm. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the advocate.
15. Fee and Expenses: The Advocates 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 has to deal a case in the court of law as Institute's Counsel. The Fee and expense structure is given in the Annexure V of the NIT.

**III**  
**SCOPE OF WORK**

1. The empaneled Advocates shall be required to assist NIPFP in the following activities as assigned from time-to-time:
  - (a) To provide opinion/ advice on various legal issues arising out of the functions of the Institute.
  - (b) Assistance in drafting regulations, notices, policies or Manuals of Institute etc.
  - (c) Legal vetting of orders, decisions, concept papers, bidding/tender documents, undertakings / indemnity bonds / Agreements / Contracts / MOU / MOA / Deeds / Petition Reply etc. to be obtained from entities.
  - (d) Review/draft and advise on any other legal documents and services which NIPFP may require from time-to-time to carry out its functions/operations.
  - (e) To prepare records, cases documents, note of proceedings of various hearings, handling matters before High Court, District Courts, Supreme Courts and Subordinate Courts/Tribunals etc. This will include representing before Supreme Court of India, High Courts of India and District Courts etc.
  - (f) To take up arbitration cases for the Institute arising out of any contract Agreement and MOUs.
  - (g) Maintain records of legal work, advisory, cases that have been assigned.
  - (h) To perform such other work of legal nature as may be required by NIPFP from time-to-time.

**IV**  
**ELIGIBILITY CRITERIA FOR EMPANELMENT**

The eligibility criteria for empanelment of Advocates shall be as under:

1. The Applicant should be an individual advocate registered with Bar Council in India with a valid license to practice law.
2. The Advocates should have a **minimum 10 (ten) years of experience** and must have worked and completed **at least 5 assignments/cases** for corporate clients/ Govt. organization/institutes or Autonomous bodies/PSUs (Central or State). The areas of law and practice can include:-
  - (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
3. The Advocate should have an office in Delhi with adequate infrastructure to deal with the matters and should be currently functional and practicing in the relevant fields.
4. Any individual who has been barred by the Central/ State Government in India, or any entity controlled by them, from participating in any project, or by the Bar Council as on the date of application, **would not be eligible to submit the application**.
5. 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.
6. An applicant should not have any criminal or any other court cases/arbitration cases/ or any other cases pending against him/her in any court of law in India.
7. The Advocate shall submit a brief on the major cases handled by him/her during last five years, with details of court appearances as an arguing or assisting council and the outcomes achieved, to the extent appropriate. The applicant may also submit letters/ empanelment certificate from Govt. Institutions (Central or State), companies / undertakings in support of the legal work undertaken. (see Annexure – IV)
8. Advocate(s) are required to furnish details of appearances in courts to demonstrate professional court practice experience as under:
  - (a) 5 years of experience in Supreme Court
  - (b) 5 years of experience in the High Court/ Subordinate courts/tribunals or other quasi-judicial bodies of appearing in cases/hearing
  - (c) List of cases with Reported Judgements

**(see Annexure – IV)**

9. Evaluation Criteria: Proposals conforming to preliminary scrutiny requirements will be checked by a Committee and the evaluation will be based upon the following criteria:

Sl. No.	Criteria	Marks
a)	Relevant Experience of the Professionals (Maximum 30 marks)	(i) 10 Years – 10 marks, (ii) More than 10 years and upto 15 years- 15 marks (iii) More than 15 years and upto 20 years- 20 marks, (iv) More than 20 years 30 marks
b)	The Advocate having well established offices (Maximum 10 marks)	At one centre - 5 marks More than one centre -10 marks
c)	Empaneled on the panel of Banks/FIs/PSUs/Statutory Body (Maximum 20 marks)	Upto 5 organizations- 10 marks (ii) More than 5 and upto 10 organizations - 15 marks, (iii) More than 10 and upto 15 organizations- 18 marks, (iv) More than 15 organization – 20 marks
d)	Annual Income of the Advocate (Maximum 10 marks)	(i) Upto 10 lakhs -5 marks (ii) More than 10 lakhs -10 marks
e)	Relevant assignments undertaken for various organizations /public sector banks/FIs/clients in last and current financial year. (Maximum 30 marks)	(i) Upto 05 assignments- 15 Marks (ii) Upto 10 assignments- 20 Marks (iii) Upto 25 assignments- 25 marks (iv) above 25 assignments- 30 marks

- (i) The applicant with score of 45 shall be considered for empanelment. If there are no such respondents who meet the minimum score, or there are more respondents, who obtain more than minimum required, NIPFP may, at its sole discretion, reduce/ increase the minimum score as it may deem fit. The number of Advocates to be empaneled shall be decided by NIPFP at its sole discretion.
- (ii) NIPFP will notify the Respondents who have been considered for empanelment either in writing or by email as soon as practicable. NIPFP is not obliged to provide any reasons for any such acceptance or rejection. The decision of NIPFP shall be final, conclusive and binding on all the Respondents/parties directly or indirectly connected with the NIT process and the same shall not be questioned / challenged.



## V

MANDATORY DOCUMENTS TO BE ENCLOSED IN SUPPORT OF ABOVE ELIGIBILITY  
CRITERIA (List of Annexures)

- A Supporting Documents from Individual Advocates for Eligibility Criterion:
1. Cover letter (Annexure – I)
  2. Copy of valid Registration with Bar Council
  3. Copy of valid Identity card issued by Bar Association/ Bar Council
  4. Copies of Certificate / work order in support of working as legal advisor in areas defined above and as per detail of work provided in Annexure-IV
  5. Copies of current/ previous empanelment with Government organizations/Central autonomous bodies / CPSUs.
  6. Personal resume, with details of date of birth, educational qualifications, work experience and office address for correspondence
  7. Copies of certificates in support of educational qualifications
  8. Copy of Income Tax Return (ITR) for last 3 financial years
  9. A self-certification from authorized signatory that the applicant has not been blacklisted as per Annexure – II
  10. Details of any court cases/ contempt notices, disciplinary action, fines, arbitration cases/ or any other case pending against the Applicant in any court of law or quasi-judicial body

## VI

OTHER INFORMATION ON EMPANELMENT

- (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/her or to pay any retention fee or charges thereof.
- (b) The allotment of a case or matter to the empaneled Advocate(s) shall be solely at the discretion of the Institute.
- (c) Upon termination, suspension or non-renewal of empanelment, as the case may be, the empaneled 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 empaneled 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 faculty, officer or employee or representative.
- (e) The empaneled 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/herself.
- (f) An empaneled advocate shall coordinate or cooperate with any other advocate in any case or matter assigned to him/her by the Institute, where necessary, and as instructed by the Institute.
- (g) The empaneled Advocate(s) shall maintain absolute secrecy and confidentiality about the case or matter of the Institute.
- (h) 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.
- (i) Cases involving similar issues or matters or otherwise interlinked or clubbed may be entrusted to the same empaneled advocate as far as possible, unless otherwise found necessary, while care shall be taken by NIPFP to avoid concentration of cases in the hands of one or few empaneled Advocate(s).
- (j) The empaneled advocate shall not necessarily be for a particular Court and shall accept any case or matter assigned to him/her and shall not refuse to accept any professional task without reasonable cause. The empaneled 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.
- (k) The engagement or allotment of cases or matters to the empaneled 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.
- (l) 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 empaneled

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/she 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 empaneled advocate shall promptly notify the Institute in writing of such disclosure.

- (m) 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.

Annexure - I<< On the Advocate Letter Head >>Format for Covering Letter

Date:.....

To,  
 The Senior Administrative Officer  
 National Institute of Public Finance and Policy  
 18/2, Satsang Vihar Marg, Special Institutional Area  
 New Delhi – 110 067

Sub: "Empanelment of Advocate for providing legal advisory services to NIPFP

Dear Sir,

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

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.

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

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

I 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.

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.

I declare that:

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

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

I 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.

I 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.

I 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.

I further certify that in regard to matters relating to security and integrity of the country, I 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.

I further certify that no investigation by a regulatory authority is pending either against me.

I undertake that in case due to any change in facts or circumstances during the Empanelment Process, I am attracted by the provisions of disqualification in terms of the guidelines referred to above, I will intimate the Authority of the same immediately.

In the event of my being declared as the Empaneled Applicant, I agree not to seek any changes in the aforesaid draft and agree to abide by the same.

I have studied all the NIT Document carefully. The power of attorney for signing of Application is as per format provided in the NIT enclosed. I agree and undertake to abide by all the terms and conditions of the NIT document. I agree and undertake to be liable for all the obligations of the Agreement.

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

Yours faithfully,

(Signature of the Authorized Signatory with stamp)

Date:

Place:

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Annexure-II

<< On the Advocate Letter Head >>

SELF-DECLARATION ABOUT NON-BLACK-LISTING

Date: .....

To,  
The Senior Administrative Officer  
National Institute of Public Finance and Policy  
18/2, Satsang Vihar Marg, Special Institutional Area  
New Delhi – 110 067

Sub: Tender for “Empanelment of Advocate(s) at NIPFP New Delhi”

Sir,

In response to NIT under reference, I hereby declare that I am not blacklisted/ debarred and not declared ineligible for reason by any National level Institutions, State/Central University and Government Institutions/PSUs (Central or State) in last five years from the last date of submission of proposal.

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

Yours faithfully,

(Name & signature with stamp of the Advocate)

ANNEXURE-III

&lt;&lt; On the Advocate Letter Head &gt;&gt;

FORMAT OF BIO-DATA OF ADVOCATE

1. Name of the Advocate  
.....
2. Date of Enrolment, Name of Bar Council(s) (enclosed attest copy of enrolment/ registration certificate and Identity card issued by Bar Association/Bar council)  
.....
3. Period of practice  
.....
4. Income Tax PAN & GSTIN (if applicable) (enclose copies)  
.....
5. Details of Experience/practice  
Attach separately – Annexure - IV
6. Area of practice, as per eligibility criteria  
.....
7. Specialization, if any (constitution/ taxation / service matters, etc.)  
.....
8. The details of recent importance cases the advocate has dealt with/handled and report Judgment if any  
Attach separately – Annexure - IV
9. Whether Central/ State Government counsel/pleader (indicate period) (With supporting documents)
10. Brief list of the clients e.g. Govt./organization/institute or Autonomous body/PSUs (With supporting documents)

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:

ANNEXURE-IVDetails of the work undertaken, as required in the Eligibility Criteria

Table 1: Basic description of work and experience

S. No	Number of years of practice	Number of established offices/centers	Number of empanelment(s)	Number of reported judgements
1.				

Table 2: Description of assignments (list the most significant ones in the past five years. Details of other assignments can be attached as separate documents)

S. No	Name of Assignment	Nature of Service provided: <i>Advisory/ Court appearance</i>	Client organization	Professional Fee Charged (INR)	Period of assignment

Note: The applicant may provide letter of appointments as counsel, engaged by client organizations/ Govt. departments/ PSUs, etc. which details the nature of work, professional fee charged.

Table 2: Description of reported judgements, if any

S. No.	Name of the Case	Court/s	Description/ Nature of Case	Reported Judgement Citation
1.				



ANNEXURE-VFEE STRUCTURE OF PANEL OF LEGAL COUNSELS OF NIPFP

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 01<sup>st</sup> October, 2015 of the Ministry of Law & Justice is as under:

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.9,000/- per case per day of effective hearing in case of non-effective hearing Rs.1,500/- 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	Rs.900/- per conference subject to:- for setting pleadings- one conference. 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 NIPFP.
7	Clerkage	@ 10% of total fee excluding of miscellaneous

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. 3000/- 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

District and Subordinate Courts:-

Sl. No.	Item of work	Revised fee
1.	Fee for effective hearing	Rs. 1800 per day
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 identical cases)
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 1 <sup>st</sup> case and Rs. 750 in per suit for connected cases (max.3 cases)
11.	Miscellaneous and out of pocket expenses	As per actual subject to the satisfaction of NIPFP.

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Other Fees

1.	Miscellaneous and out of pocket expenses	As per actual subject to the satisfaction of NIPFP.
2.	Consulting/Legal Opinion/Advice/legal vetting of documents of any project/drafting of legal documents or any other legal assistance availed by NIPFP.	Rs. 5000/-

**Note:** No retainer fee shall be paid to any Advocate merely because such advocate 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.

\*\*\*\*\* End of Document \*\*\*\*\*