NOTIFICATION

File No. I-12013/1/2023-Administrator

Subject: GUIDELINES FOR EMPANELMENT OF ADVOCATES/ LAW FIRMS FOR REPRESENTING AND ASSISTING NIELIT BEFORE VARIOUS COURTS, TRIBUNALS AND FORUMS

National Institute of Electronics & Information Technology (hereinafter referred to as NIELIT) is an Autonomous Scientific Society under the administrative control of Ministry of Electronics and Information Technology (MeitY), Government of India, registered under the Scientific and Charitable Societies Registration Act 1860. NIELIT carries out Human Resource Development and related activities in Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal and Non-Formal Education in IECT besides development of industry-oriented quality education and training programmes in the state-of-the-art IECT areas. NIELIT is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector.

As on date, NIELIT has PAN India presence over forty-seven (47) centres with its Headquarters at New Delhi

NIELIT seeks to form a panel of Advocates/ law firms for representing and assisting NIELIT before various courts, tribunals and forums, viz., the Supreme Court, High Court of the States, all the benches of the Central Administrative Tribunal at all locations, District Courts, Labour Courts, and all other courts/ forums, including but not limited to Statutory Bodies/ Authorities, Arbitration Institutions etc., and deal with the other legal matters that may be referred to them by NIELIT.

2. **DEFINITIONS:**

For the purpose of these guidelines, the terms used shall have the following meaning: -

- (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 Director General, NIELIT as per the extant Delegation of Financial Powers in NIELIT.
- (iii) **'Court'** shall mean and include Supreme Court, High Court of all states, subordinate courts, tribunals, including all the benches of the Central Administrative Tribunal, all the benches of the Central Government Industrial Tribunal cum Labour Courts, any other tribunal/ forum/ commission/ adjudicating authority.
- (iv) **'Effective Hearing'** shall mean a hearing in which either one or both or all the parties involved in a case are heard by the court. When the Advocate is present to represent NIELIT, the matter is called in its turn, and the court listens to the submissions made by him/ her or by other side, or both and if, thereafter, the court adjourns the matter, that will be treated as effective hearing. If the case is only mentioned, and adjourned, or only directions are given or judgement is pronounced, it would not constitute an effective hearing for the purpose of these guidelines, but **as non-effective hearing**. Also, in case

- the Advocate is present in the court but seeks Passover due to personal reasons, and the court in turn adjourns the matter, it would not constitute an effective hearing for the purpose of these guidelines, but as non-effective hearing.
- (v) **'Similar cases'** shall mean two or more cases in which identical or substantially similar questions of law or facts are involved.

3. GENERAL GUIDELINES:

- (i) The size of the panel and number of Advocates in panel shall be determined by the Competent Authority from time to time based on the requirement and quantum of work.
- (ii) Empanelment will only confer right to be considered for legal work, if any, and not bind NIELIT to award or give work to any Advocate/ law firm, so empanelled, at any point of time during the term of engagement.
- (iii) The Competent Authority shall, as far as possible, make use of the services of the panel of advocates approved by the Ministry of Law and Justice, Department of Legal Affairs (DoLA), and while their services are utilized, they shall be deemed to have been empanelled under these guidelines.
- (iv) Notwithstanding such empanelment, NIELIT shall be free and without any restriction to assign cases/ legal work to any other legal professional or Advocate who is not empanelled by it. Where required and considered appropriate by the Competent Authority, designated senior advocate or any other advocate for the time being empanelled by the Central or State Government, as the case may be, or by any authority constituted or established by a statutory body, may be engaged by the Competent Authority to argue or conduct a case or matter on behalf of NIELIT, keeping in view the urgency and importance of a particular matter, and the empanelled advocate shall conduct any case or matter in any court in consultation, coordination and cooperation with the said law officers.
- (v) Cases involving similar issues/ points of law or otherwise interlinked or clubbed may be entrusted to the same Advocate as far as possible, while care shall be taken to avoid concentration of cases in the hands of one Advocate/ a few advocates/ law firm.
- (vi) The empanelled Advocate shall not delegate any case, brief or assignment, and shall himself/ herself deal with the same.
- (vii) The Advocate shall ensure efficient and effective professional services and conduct himself/ herself at all times in accordance with the Advocates Act, 1961 and rules laid down by the Bar Council of India, including rules regarding code of conduct and ethics.
- (viii) The Advocate while pursuing any case on behalf of NIELIT shall not act without the instructions of NIELIT and inform NIELIT about the proceedings of each hearing by reporting mail and furnish copy of orders of each date without which NIELIT may not settle bills of payment.
- (ix) The Advocate shall not seek any adjournment without any valid or cogent reasons. Under no circumstances, the matters entrusted by the Authority should go unattended before the Court/Tribunal/ Forum, which shall be viewed as serious violation of conditions of empanelment and may entail taking back the brief or cancellation of such empanelment.
- (x) The empanelled Advocate shall maintain strict confidentiality of the cases or other matters handled on behalf of the NIELIT and shall not divulge any information to any third party or to the media. Any Advocate who is found to have violated the above

- condition shall be liable to have his empanelment cancelled immediately without further notice.
- (xi) The empanelled Advocate shall not refuse to accept any assignment otherwise than on grounds of ill health, conflict of interest, or any other reason to the satisfaction of the Competent Authority.
- (xii) The Panel Counsel will have the right to private practice but shall not advice any party or accept any case or matter against NIELIT in any court or the cases/ matters where interest of NIELIT is put at risk.
- (xiii) If the Panel Counsel is a partner/ associate of any Law Firm, it will be incumbent on the firm not to take prosecution case against NIELIT in any court.
- (xiv) The empanelled Advocate will not make or allow any of his associates or juniors to appear on behalf of any opposing party in any case or matter against the interest of NIELIT.
- (xv) The empanelled Advocate will not commit an act that tantamount to contempt of court or professional misconduct.
- (xvi) A contract relating to conflict of interest upon termination of engagement is proposed to prohibit the terminated/ non-renewed/ resigned Panel Counsel to represent any of the other party of the cases handed over to them during the period of engagement.
- (xvii) NIELIT reserves the right to formulate a stricter filter for empanelment/ engagement of the advocate/ law firm based on the response to the EOI and in the interest of NIELIT.
- (xviii) NIELIT reserves the right to modify or relax the terms and conditions of engagement at any time, and the right to verify the information submitted by the Advocate/law firm. The Advocates shall in full accept the terms and conditions of the empanelment as determined by NIELIT from time to time.
- (xix) NIELIT reserves the right to accept or reject any application without assigning any reason or to postpone or cancel the entire process.

4. ELIGIBILITY AND DISQUALIFICATION:

(a) Essential:

- (i) Advocate(s) or Law Firm(s) shall have independent experience as indicated in "Annexure B" in handling the cases relating to Contractual matters, Service matters, Labour Laws, Contract laws, Commercial Law, Arbitration, Corporate Laws, Civil Law, Writ matters, Constitutional Law, Criminal Law, Banking Law, Taxation matters, Property Laws, or such other branch of law as the Competent Authority may deem fit, in the court applying for.
- (ii) They should be currently practicing in the relevant fields.
- (iii) They should have an independent office set up with library, and clerical staff.
- (iv) They should have excellent communication skills. In case of empanelment of Law Firms, all the terms and conditions for empanelment of the individual Advocates shall apply mutatis mutandis to them.
- (v) Copy of the Income Tax Returns (ITR) filed for the last 3 (three) years to be attached.
- (vi) An Advocate to be eligible for empanelment in the Panel shall have active practice in the respective Court for at least 10 (ten) years at the bar.

(vii) Law firms should have sufficient legal professionals to form a dedicated team comprising associates/senior associates and partners, who have rich experience in litigations/drafting.

(b) Desirable:

- (i) Experience of dealing with similar matters preferably in other Central/ State Government Departments/ Autonomous bodies/ PSUs/ Local Bodies/ Statutory Authorities etc.
- (ii) Knowledge of State Laws pertaining to Labour matters, Service matters, Land, Finance, Corporate laws, Criminal laws, etc.
- (iii) Experience of dealing with arbitration cases.
- (iv) Knowledge of translation of documents from local language to English

(c) Disqualification for applying for empanelment:

A person shall be disqualified to apply for empanelment, if he/ she:

- (i) Is an undischarged bankrupt.
- (ii) Is physically or mentally incapable of acting as an advocate.
- (iii) Has been convicted of an offence, which in the opinion of the Competent Authority involves moral turpitude.
- (iv) Has any conflict of interest.
- (v) Has been subject to any professional disqualification by the Bar Council.
- (vi) Has, so abused his position as an advocate as to render his empanelment or continuation in the panel detrimental to the interests of NIELIT.

5. TERM AND TERMINATION:

- (i) The currency of the panel will be normally for a period of 3 (three) years or until further renewal, whichever is earlier. Renewal for another term of 3 (three) years shall be based on satisfactory performance with review option on yearly basis.
- (ii) The performance of the panel shall be reviewed by the Centres/ Headquarters on an annual basis and report in "Proforma P2" shall be submitted to the Registrar, NIELIT, on or before 30th June of the following year. The Legal Division, NIELIT Headquarters, New Delhi, shall place a proposal for renewal of period of engagement to the Competent Authority at least 3 (three) months before expiry of the term, if the performance of the panel consultant is found satisfactory. The performance appraisal should be sent along with the proposal in "Proforma P3".
- (iii) The term can be terminated by giving 1 (one) month's written notice by either side without assigning any reason.
- (iv) Upon expiry of term, termination, resignation, or non-renewal of the term of empanelment, as the case may be, the Advocate shall forthwith return the brief(s) allocated to the Advocate by NIELIT along with all other documents/ records connected thereto with no objection certificate, if so required, and the pending bills of the Panel Counsel should be settled within 3 (three) months of the end of the term, subject to the due handover of the relevant documents/files.

(v) Without prejudice to the foregoing provisions, the Competent Authority reserves the right to terminate the empanelment by giving notice to the empanelled Advocate at any time he/ she 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 Competent Authority, as the case may be.

6. SCOPE OF WORK:

- (i) The Advocate/ law firm will be required to represent and assist NIELIT in the courts.
- (ii) The Advocate/ law firm will be required to represent and assist NIELIT in the Arbitration Tribunals in disputes which are referred by the Courts to the Arbitration Tribunals or by the choice of the parties to the dispute.
- (iii) The Advocate/ law firm will be required to draft and vet legal/ technical documents, viz., affidavits, applications, petitions, replies, written statements, replications, rejoinders, caveats, brief of opinion, and any other legal/ technical documents, including but not limited to MOUs, agreements, RFPs, tenders, contracts, agreements, deeds, EOI, letters, etc.
- (iv) The Advocate/ law firm will be required to give oral and written legal opinion on queries raised.
- (v) The Advocate/ law firm will be required to keep NIELIT informed of the date-wise developments in cases from time to time, particularly with regards to settling of drafts, filing of papers, dates of hearing of cases, supplying copies of judgements/ interim orders.
- (vi) To furnish a statement of the cases handled to the NIELIT Centre/ HQ concerned, by 30th April of every year, indicating the performance in the preceding financial year in the prescribed "**Proforma-P2**".
- (vii) The Advocate/ law firm will be required to perform such other duties of legal nature that may be assigned by NIELIT.

7. CLOSING DATE OF APPLICATION:

- (i) Application in the format prescribed at "Proforma P1", along with all the documents in support, should reach NIELIT by email to registrar@nielit.gov.in, or at the reception of the office of NIELIT to The Registrar, NIELIT Bhawan, Plot No. 3, PSP Pocket, Institutional Area, Sector 8, Dwarka, New Delhi -110077, on or before 30-days from the date of publication of the notification (i.e., 28.02.2023).
- (ii) Applications received earlier to this notification or after the closing date of this notification will not be considered. Advocates/ law firms who have forwarded their applications/ CVs to NIELIT from time to time for consideration are requested to apply afresh in the requisite format as per the Guidelines (supra).
- (iii) The existing advocates/ firms must apply again in pursuance of this notice as a new list of empanelled advocates/ firms would be drawn.
- (iv) The shortlisted Advocates may, if necessary, be called for interaction and no TA/DA will be admissible for attending such interaction.

8. PAYMENT OF PROFESSIONAL FEE:

- (i) The empanelled advocate shall submit the professional fee bills in the prescribed format at "Proforma P4" to the Registrar, NIELIT, along with the gist of the proceedings, and certified copy of order or judgement where the bill relates to a claim for appearance fee, and where the bill relates to legal opinion or other reference, the copy of the request or reference sought by NIELIT may be enclosed. Payment of fees will be at the NIELIT approved rates. The approved rate list is enclosed with this notification as "Annexure A". However, in the event the approved rate list is found silent on any nature of expenditure, the fee structure prescribed by DoLA shall be applicable, as amended from time to time.
- (ii) The proposed fees for drafting of legal documents above should be made only when such a legal document is submitted before the Court.
- (iii) Clerkage shall be paid at the rate of up to 10% in addition to the fee and same shall not be paid on the charges like miscellaneous expenses, photostat expenses, conveyance/ meal expenses, and transportation expenses. The final bill will be cleared only after the receipt of the judgement/ decree/ final order in the case.
- (iv) No fee shall be payable for non-appearance in a court by the empanelled Advocate where he seeks adjournment without any instruction for adjournment from the Competent Authority or on account of his personal reasons, or where adjournment is effected due to no-sitting of the Court.
- (v) Where more than one advocate (excl. senior advocate) is engaged in any case or matter, the lead advocate shall be entitled to the fee and charges as per the Schedule, and other advocate assisting the advocate shall be paid at 50% of the fee paid to the lead advocate.
- (vi) When two or more cases together involve, substantially identical question of law/ or facts, one of such cases will be treated as the main case and the other as connected case and the fees in such will be regulated as under, provided the cases are heard together:
 - (i) Full fee would be admissible for appearance in the main case and 30% in each of the connected case.
 - (ii) If substantially identical affidavit, counter-affidavits, plaints, written statement, ground of appeal applications, and other pleadings are drafted in connected cases, or full drafting fee will be admissible in the main case and only 30% separate drafting fees per case shall be admissible in connected case, subject to a maximum of 5 (five) such cases.
- (vii) Conference fee will be payable only in case of face discussion and not for telephonic conversation/ discussion.
- (viii) Where the empanelled advocate is required to visit any Court situated outside his ordinary place of practice in connection with any case or matter, he/ she shall be entitled to claim the TA/ DA expenses as will be allowed to an officer in NIELIT working in Pay Matrix Level 12 of the 7th CPC. The claim for reimbursement of expenses or expenditures for outstation conveyance, boarding, and lodging shall

be claimed by producing necessary voucher or bill or undertaking to the satisfaction of the Competent Authority or any officer authorized by the Competent Authority.

- (ix) No retainer fee shall be paid to any empanelled advocate.
- (x) The Advocate shall attend the offices of NIELIT as and when required and shall make their own arrangements for collection of petitions or delivering documents to the Legal Department of NIELIT.
- (xi) The payments shall be subject to tax deductions at source, GST and/ or such other taxes as applicable from time to time. GST to be payable shall be borne by NIELIT subject to rules applicable from time to time.
- (xii) Any engagement to the Panel of Counsels and the termination of engagement must be approved by the Competent Authority.

9. **REMOVAL OF DIFFICULTY:**

If any difficulty arises in the implementation of these guidelines or any doubt regarding the interpretation of any of the clauses of these guidelines arises, the decision of the Competent Authority in the matter shall be final and binding.

Disputes, if any, in relation to empanelment or out of the process shall be subject to exclusive jurisdiction of courts of New Delhi only.

(RP PANDEY) Registrar

PROFORMA - P1

To be furnished by Advocate/ law firm applying for empanelment of Panel Counsel

1.	Name of the Advocate/ Law Firm	
2.	PAN No./ TAN No.	
3.	Father's/ Mother's/ Guardian's/ CEO's Name	
4.	Date of Birth/ Date of incorporation	
5.	Full residential address: (Name and contact details of the Chief Executive in	
	case of law firm, including direct telephone no, fax no, email address etc.)	
6.	Full office address:	
	(The addresses of headquarters/ registered office and regional offices)	
7.	Telephone Nos., Mobile Nos. and Email IDs [^]	
8.	Educational Qualification *	
	(In respect of all Advocates/ associates/ partners in case of law firm)	
9.	Location and Court of Practice [^]	
10.	Bar Council Registration No* and Date of enrolment ^	
11.	a. Area(s) of Specialisation:	
	b. Number of cases dealt with during the last 7 (seven) years as an	
	Advocate/ Law Firm in the following specialisations: -	
	(A) Labour laws & industrial disputes	
	(B) Arbitration & conciliation	
	(C) Administrative law & service matters	
	(D) Corporate Law	
	(E) Taxation matters & financial offences	
	(F) Civil suits	
	(G) Constitutional law & writ matters (H) Land matters	
	(I) Criminal Law	
12.	Income from professional practice* (copy of the latest IT returns to be attached)	
13.	Any other information you may like to furnish. (<i>Attach separate sheet</i>)	
13.	Any other information you may like to furnish. (Anach separate sheet)	
	<u>VERIFICATION</u>	
1	, S/o/ D/o/ W/o	do hereby declare
	whatever has been stated in the above application is true to the best of my kn	•
lilat	whatever has been stated in the above application is true to the best of my kn	owiedge and belief.
Date		
Place		Signature
1 -	5. plicant to submit documentary proof with respect to the aforesaid item(s)/informa	
	formation in respect of all Advocates/ associates/ partners in case of law firm.	uon.
	UNDERTAKING	
1	, S/o/ D/o/ W/o	do hereby declare
1	whatever has been stated in the above application is true to the best of my kr	<u>-</u>
	e to abide by all the terms and conditions contained in the concerned notifical	
Date	:	
Plac	e:	Signature

PROFORMA – P2

ANNUAL PERFORMANCE APPRAISAL OF PANEL COUNSEL FOR THE PERIOD

PART - I

Name of the NIELIT Centre

Name of the Executive Director/ Director/ Director In charge

Name of the Panel Counsel

Date of Birth

Date of Empanelment

PART – II PERFORMANCE REPORT

- 1. No. of cases handled during the period under review along with nature of the case (*List of all the cases to be enclosed*)
- 2. Cases decided in favour of NIELIT
- 3. Cases decided against NIELIT
- 4. No. of complaints quashed by the competent Court
- 5. Cases closed by the competent court
- 6. Cases adjourned Sine-die

PART – III

Does the Panel Counsel take interest in his work and generally alert in the NIELIT's interest in various litigations entrusted to him/ her. Specific comments should be given on:

YES/NO

- (A) Promptness in informing NIELIT regarding hearing of cases, supply of copies of judgement etc.
- (B) Number of consecutive adjournments sought by the counsel on frequent basis
- (C) Taking steps for vacation/ variation of stay
 Whether the Executive Director/ Director/ Director In charge is

satisfied with the performance of the Panel Counsel?

YES/NO

Executive Director/ Director In charge, NIELIT Centre

Comments on the performance assessed by the Registrar, NIELIT on the performance

Registrar, NIELIT

Whether the performance of the Panel Counsel found satisfactory?

YES/NO

Director General, NIELIT

Note: Part -I and Part -II of the proforma to be filled by the Panel Counsel.

PROFORMA – P3

PERFORMANCE APPRAISAL OF PANEL COUNSEL FOR RENEWAL

FOR THE PERIOD (To be sent at the time of renewal of the engagement)

PART - I

Name of the NIELIT Centre

Name of the Executive Director/ Director/ Director In charge

Name of the Panel Counsel

Date of Birth

Date of Empanelment/ First Engagement

PART – II PERFORMANCE REPORT

- 1. No. of cases handled during the period under review along with nature of the case (*List of all the cases to be enclosed*)
- 2. Cases decided in favour of NIELIT
- 3. Cases decided against NIELIT
- 4. No. of complaints quashed by the competent Court
- 5. Cases closed by the competent court
- 6. Cases adjourned Sine-die

PART - III

Does the Panel Counsel take interest in his work and generally alert in the NIELIT's interest in various litigations entrusted to him/ her. Specific comments should be given on promptness in:

YES/NO

- (A) Informing NIELIT regarding hearing of cases, supply of copies of judgement etc.
- (B) Number of consecutive adjournments sought by the counsel on frequent basis
- (C) Taking steps for vacation/variation of stay

Whether the Dy. Director (Law) is satisfied with the performance of the Panel Counsel? If no, the instances may be indicated.

YES/NO

Dy. Director (Law) Legal Division, NIELIT Headquarters

Whether continuance is recommended? If so, for what period?

Registrar, NIELIT Headquarters

Note: Part -I and Part -II of the proforma to be filled by the Panel Counsel.

PROFORMA – P4

BILLS FOR CLAIM OF PROFESSIONAL FEES BY PANEL COUNSEL (CASE-WISE)

(To be submitted to The Executive Director/ Director/ Director In-charge in case of NIELIT centre and to the Registrar in case of NIELIT Headquarters)

Registrat in case of Miller Headquarters		
Name of the Panel Counsel		
PAN No.		
NIELIT Headquarters/ NIELIT Centre		
Name of the Law Firm (if applicable)		
Name of the Cause Title of the Case		
Court case No. (Including old numbers)		
Section(s) of the Act involved		
Claim for hearing dates/ drafting of pleadings		
Dates and amount of bills claimed in this case		

PART A

(Bill for drafting, as applicable)

(Amount in Rs.)

1.	Complaints	
2.	Revisions, replies, written arguments etc.	
3.	Written opinion	
Total		

PART B

(Bill for appearance etc., as applicable)

(Amount in Rs.)

1.	Substantial and effective hearing	
2.	Non-effective hearing	
3.	Conference fees	
4.	Clerkage @ 10%	
5.	Out of pocket expenses (particulars to be given)	
6.	For performing duties outside the headquarters	
Total		

Total Claim of Rs (Rupees
	only)

Certified that the above information is correct and in accordance with the terms of engagement. The above claims have not been made earlier, and no payment so far has been received in respect of the above claim.

Bank Account Details: -
Name of the account holder
Name of the Bank
Account No.
IFSC Code

α.		
Sigr	าวท	IIre
וצוט	ıaı	uic

Name of the Panel Counsel	
---------------------------	--

Mobile	No	 	

SCHEDULE OF FEES & ALLOWANCES TO PANEL COUNSEL

1. <u>LITIGATION FEE SCHEDULE</u>

The Panel Counsel of NIELIT will be engaged in accordance with the following schedule of fees and related terms and conditions, which is largely in tandem with the prescribed rates, rules and norms by Department of Legal Affairs (DoLA), GoI: -

S.	Activity	Fees Payable (in Rs.)	
No. 1.	Effective Hearing	Rs.9,000/- per day per case, subject to the payment for a maximum of 3 (three) effective hearings per day in a case/ connected cases, irrespective of the number of cases heard on a day	
2.	Non-effective Hearing	Rs.1,500/- per day per case, subject to the payment for a maximum of 5 (five) non-effective hearings in a case/ connected cases	
3.	Settling Pleadings	Rs.3,000/- per case	
4.	Drafting per Complaints/ Rejoinders/ Written Statements/ Miscellaneous Applications etc.		
5.	Conference fees	Rs.900/- per conference subject to payment for a maximum of 4 (four) conferences in a case/ connected cases of its life.	
6.	Clerkage	Up to 10% of fees at SI. No. 1 to 4 above per case	
7.	Miscellaneous Application	Rs.3,000/- per case	
8.	Miscellaneous and out of pocket expenses	As per actual to the satisfaction of the Competent Authority	
9.	Outstation Travelling Allowance/ Conveyance		
10.	DA/ Accommodation, in station travel and food charges	As per TA on tour entitlement of Officers working in 7th CPC's Pay Matrix Level 12, as amended from time to time Up to Rs.7,900 per day {(4500+1200+1000) X GST}	

2. NON-LITIGATION FEES SCHEDULE

S. No.	Activity	Fees Payable (in Rs.)
1.	Legal Opinion / Consultation	Rs.3,000/- per case
2.	Conference / Seminar/ Workshop, etc.	Rs.900/- per case
3.	Drafting of an Agreement	Rs.3,000/- per case
4.	Vetting of an Agreement	Rs.1,500/- per case