

## REQUEST FOR EMPANELMENT (RfE) NOTICE

**Name of Work: Empanelment of Advocates/ Legal Advisors for representing and assisting Energy Efficiency Services Limited before various Courts/Tribunals etc.;**

**NIT No: EESL/06/2023-24/EOI/Lawyers/OTE/232401031 Date: 22/01/2024**

Energy Efficiency Services Limited (hereinafter referred to as 'EESL') is a Super Energy Service Company (ESCO), which enables consumers, industries and governments to effectively manage their energy needs through energy efficient technologies. EESL is implementing the world's largest energy efficiency portfolio across sectors like lighting, buildings, electric mobility, smart metering, agriculture, etc. at a scale.

EESL solicits Applications (here-in-after referred to as 'Bid') from Applicants (here-in- after referred to as 'Bidder') from within India, fulfilling the Eligibility and Qualifying Requirements (QR) stipulated for Empanelment as brought-out in Section-3 of this RfE Document for empanelment of lawyers.

- 1.0 The Applications to be submitted by the Applicants against this RfE process shall include Eligibility and Qualification data in compliance to the stipulated requirements and other information/details/data/documentary evidences as sought through this RfE Document. The Applicants must meet the eligibility and QR criteria, which is a pass/fail criterion to be considered for Empanelment.
- 2.0 This invitation for RfE follows the e-procurement notice, which appeared on various portals, such as: [www.tenderwizard.com/EESL](http://www.tenderwizard.com/EESL), [www.eprocure.gov.in](http://www.eprocure.gov.in) on **22/01/2024**. This shall also be available on EESL's website ([www.eeslindia.org](http://www.eeslindia.org)). However, bidders note that the bids are invited in hard copy only, Refer para-5.0 below.
- 3.0 The important instructions for participation in subject RfE are listed below:
  - a. It is important to note that Applicants shall submit their Application in Hard copy only as per address given at para 9 below.
  - b. The complete RfE Documents are available at EESL website <http://www.eeslindia.org>. The interested Applicants may download the RfE Documents from above website and commence preparation of Application/Bid;
- 4.0 The RfE Documents are meant for the exclusive purpose of Empanelment against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.
- 5.0 The Applicants shall ensure that their Application, complete in all respects, are submitted in Hard copy only. **NO DEVIATION shall be permitted in this regard.**

For proper submission of Applications in Hard copy at the Address mentioned at para 9.0 below, it shall be the sole responsibility of the Applicants to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in this RfE Document as well as by contacting from EESL, as and when required, for which

contact details are mentioned below. EESL in no case shall be responsible for any issues related to untimely and/or unsuccessful submission of the Application in accordance with the relevant provisions of the RfE Documents.

- 6.0 No pre-bid meeting is envisaged for the subject RfE.
- 7.0 It may be noted that subject RfE is intended for "Empanelment of Advocates/ Legal Advisors for representing and assisting Energy Efficiency Services Limited before various Courts/Tribunals etc., for period of Two (2) years.
- 8.0 The Applications must be submitted at:

**Address for Application submission:**

Contracts Department  
Energy Efficiency Services Limited  
04<sup>th</sup> Floor, Core-V, Scope Complex  
Lodhi Road, New Delhi-110018

The deadline(s) for bid submission and date and time of bid opening(s) is indicated at Clause 17 of Section-2.

Late bids shall be ignored and shall not be evaluated.

The Applicants shall submit the required details after ensuring that they are meeting all the requirements stipulated in Eligibility Requirement. The application shall be submitted strictly as per Forms given at Section-3.

- 9.0 All correspondence with regard to the above shall be addressed to the following:

Contracts Department  
Energy Efficiency Services Limited  
04<sup>th</sup> Floor, Core-V, Scope Complex  
Lodhi Road, New Delhi-110003  
Kind Attn.: DM (Contracts)  
e-mail: [npal@eesl.co.in](mailto:npal@eesl.co.in)

Interested Applicants may obtain further information regarding this RfE from the Office of **Head (Contracts), EESL** at the address given above from 1500 Hours to 1700 Hours on all working days.

Notwithstanding anything stated herein above, EESL also reserves the right to annul the aforesaid RfE process any time and may, at its option without assigning any reason, and shall bear no liability whatsoever consequent upon such a decision.

**- End -**

## **SECTION – 1: INTRODUCTION**

### **1.0 Purpose of this RfE**

- 1.1** EESL intends to empanel Advocates/ Legal Advisors for representing and assisting Energy Efficiency Services Limited before various Courts/Tribunals etc.
- 1.2** The Applications to this RfE shall, inter-alia, include eligibility and qualification data to the stipulated respective requirements for empanelment of advocates/ legal advisors. Applications shall be submitted as per Section-2: Instructions to Applicants. For ascertaining compliance to the stipulated Eligibility and Qualification requirements of the Applicants, as per Section-3, the Applicants are required to furnish all the requisite information/ details/ data/ undertakings/ documentary evidences in support of the stipulated requirements.
- 1.3** The Applicants meeting the stipulated Qualification Requirements shall be considered for empanelment.

**- End -**

## SECTION – 2: INSTRUCTIONS TO BIDDERS & SCOPE OF WORK

1. The Bidding Documents (RfE) include the following:

Section-1	Introduction
Section-2	Instructions to Bidders & Scope of Work
Section-3	Forms

The bidder is expected to examine all the instructions, forms, terms, specifications and other information in the RfE Documents. Failure to furnish all information required by the RfE Documents or submission of a bid not substantially responsive to the RfE Documents in every respect will be at the bidder's risk and may result in rejection of bid.

- 1.1 The RfE Document is meant for the exclusive purpose of facilitating EESL for empanelment of firms and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically provided.
- 1.2 Any clarification with respect to this RfE may be obtained from the address given below:

Head (Contracts)  
Energy Efficiency Services Limited  
04<sup>th</sup> Floor, Core-V, Scope Complex  
Lodhi Road, New Delhi-110003  
e-mail: [npal@eesl.co.in](mailto:npal@eesl.co.in)

2. The Bid/proposal prepared by the bidder/consortium of bidders and all correspondence and documents relating to the Bid/RfE exchanged by the bidder/consortium of bidders and EESL, shall be written in English language, provided that any printed literature furnished by the bidder/consortium of bidders may be written in another language so long the same is accompanied by an English translation by authorized Translator in which case, for purposes of interpretation of the bid, the English translation shall govern.
3. The Bidders shall submit their Bids to this RfE in the prescribed Forms as contained in **Section - 3**.
4. **Scope of Work:**

### **Guidelines for empanelment of advocates/ law firms for representing and assisting Energy Efficiency Services Limited before various Courts/Tribunals etc. Definitions**

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

- I. 'Advocate' means an advocate, entered in any roll of advocates under the provisions of Advocates Act, 1961 (25 1961);

- II. Competent authority shall be Managing Director or any officer so designated by the Managing Director.
- III. Court shall mean and include any District Courts, any High Court, Supreme Court, Tribunals, Forums and Arbitral Tribunal etc.
- 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 / 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 recorded and in addition to the above, effective hearings are according to the High Court Rules.
- 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.

**General:**

- 1. The Advocates shall be engaged only in cases where EESL is a necessary party.
- 2. Proforma matters where EESL is a proforma party pending in different courts/tribunal may be taken care of by the officers of the Company. However, the Advocates may be engaged if deemed necessary.
- 3. 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. The volume of work shall be assessed based on the pending cases in the preceding year and the fresh cases likely to be added in the succeeding year.
- 4. Every panel shall consist of Advocates from diversified field's viz. constitutional law, competition law, civil law, commercial law, property law, taxation law, corporate law, labor law, banking law etc. depending upon the expertise, experience, performance and conduct of advocates in general or experience.
- 5. Cases involving similar issues/points of law or otherwise interlinked or clubbed may be entrusted to the same Advocate/Law Firms as far as possible, while care shall be taken to avoid concentration of cases in the hands of one Advocate/a few advocates/laws firm.
- 6. The advocate shall not necessarily be empaneled for specific court and shall accept the work assigned to him and shall not refuse to accept any work without reasonable cause.
- 7. That the empaneled Advocate/Firm of Advocate shall attend to all the matters referred to him/her/them for opinion immediately and render his/her/their opinion expeditiously.
- 8. Refusal by any advocate to accept any work otherwise than on grounds of conflict of interest, may entail removal of such advocate from the panel. Similarly, no advocate if his name is on the panel shall contest any matter against EESL.
- 9. The empaneled Advocates will not delegate cases and themselves deal with the same. They may have to coordinate and work with designated Senior Advocates, if any, engaged in the cases well as with the officers of the Company, if required.
- 10. The empaneled Advocate/Firm of Advocate shall not enter any compromise or agree to grant any concession or move any statement in Courts to the effect in any matter without prior permission in writing of the concerned Nodal Officer.
- 11. That the empaneled Advocate /Firm of Advocate shall attend to all the cases entrusted to him/her/them by EESL and inform the developments in each case regularly in writing.

12. The Advocates empaneled under these guidelines shall not be employees of the Company and therefore, shall not be eligible for any benefits available to its employees.
13. The empaneled Advocate shall maintain absolute secrecy and confidentiality about the cases of the Company as required under the Act and rules/regulations made thereunder.
14. The advocates shall in full accept the terms and conditions of the empanelment as determined by the Company from time to time.
15. That the allocation of cases will be done by the competent authority on case-to-case basis and mere empanelment of an Advocate/Firm of Advocate will not grant any right to the Advocate/Firm of Advocate for allocation of cases to him/her/them.
16. These guidelines shall also be applicable to the designated Senior Advocates of the High Courts and Supreme Court for all purposes except the requirement of empanelment.
17. In case of empanelment of Law Firms, all the terms and conditions for empanelment of the individual Advocates shall apply mutatis mutandis to them.
18. 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 Company keeping in view the urgency and importance of a particular matter. They shall be engaged on case-to-case basis with the approval of the Competent Authority.
19. That the empaneled Advocate/Firm of Advocate is not a standing counsel/attorney of EESL etc. and as such, the Advocate/ Firm of Advocate will not receive notice directly from any of the petitioner(s) on behalf of the Company.

5. **Tenure/term of Empanelment:**

The initial empanelment will be for two years or until further orders whichever is earlier. Performance of empaneled 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 one year by the Company. The Company reserves the right to terminate the empanelment of any advocate at any time without assigning any reason thereof.

6. **Eligibility for Empanelment:**

- A. The Advocates should be familiar with various branches of law especially those concerning Electricity laws, constitutional /service law, labor law, contract law, commercial law, property laws and taxation etc.
- B. For empanelment with EESL as Panel Advocate, an individual advocate must have at least Five (5) years of experience as a practicing Advocate and in case of firms the senior most Advocate/Partner/Associate of the firm must have at least fifteen (15) years of experience as a practicing Advocate.
- C. There would not be any court specific empanelment however, while referring cases to Advocates the following would be the criterion for such referrals:
  - a) For designation of an Advocate to handle the cases before the High Courts and Supreme Court of India: -Atleast 10 yrs. experience in case of individual advocate and 15 yrs. of experience of Sr. Partner in the case of firms.
  - b) Further for designation of an Advocate to handle cases before Supreme

Court of India generally those Advocates who are regularly practicing before the Supreme Court and are Advocates-on-Record would be preferred, if they are otherwise found to be competent and eligible.

- c) For designation of an Advocate to handle the cases before all the other courts not mentioned above: - At least 5 years' experience in case of individual advocate and 15 years of experience of Sr. Partner in the case of firms.

**D. Infrastructure Facilities:**

- a) Advocates/ Firms should have their own chambers in Supreme court, High Court or major District Courts or should have good office space with facilities like telephone, fax, computers, internet, etc.
- b) The advocate/ firm must have adequate manpower.

**7. Payment of Fee and Other Conditions:**

The fee payable to the Advocate shall be governed by the Schedule of fee structure mentioned at Attachment-1, with these guidelines as amended from time to time.

- i. The fee payable to the Advocate shall be governed by the Schedule of fee structure annexed with these guidelines as amended from time to time. (Placed opposite as per F/a).
- ii. The Competent Authority shall have the right in exceptional cases to order for payment of fee more than the fee mentioned in the schedule keeping in view the importance of the matter and the labor and effort put in by the advocate in a particular case. It shall also have the power to fix the fee for eventualities which have not been mentioned in the schedule or till the appropriate amendment is made in these guidelines by the Company.
- iii. No retainer fee shall be paid to any panel Advocate/law firm merely because such advocate/firm has been empaneled.

**8. Procedure for Empanelment:**

The Competent Authority will consider the applications for empanelment in terms of these guidelines only on merits after due notice in this regard is published on the website of EESL ([www.eeslindia.org](http://www.eeslindia.org)) as well as at EESL E-tendering website ([www.tenderwizard.com/EESL](http://www.tenderwizard.com/EESL)). For this purpose, the Competent Authority may authorize any officer/group of officers of EESL and such authorized officer(s), while appraising the applications of the advocates, may consider the following points:

- i. Length of practice and specialization.
- ii. Proper and adequate infrastructure of an advocate such as office premises, number of junior advocates, assistants, clerks and fax, mobile phone, fixed phone, internet connection etc.
- iii. Annual income-tax return filed with the Tax Authorities.
- iv. Track record and integrity.
- v. If considered necessary, an enquiry in the respective Bar Council/Bar Association about the claims and conduct of the advocate to be empaneled can also be made and credentials may be verified.
- vi. If the advocate is empaneled by other regulators/organizations, opinion of those organizations may be obtained, if felt necessary.
- vii. If EESL gets many applications, then to select the required number of Advocates/Firms, in addition to above, the attributes like experience in

representing Govt/PSU/Statutory Bodies/Power Sector or number of cases in which the Advocate was able to get favorable outcome/decision which are reported/referred in reputed legal journals etc.

The above list is illustrative and not exhaustive. The Competent Authority may also consider any other factor relevant for empanelment.

**9. Documents to be obtained from the Advocate:**

The Advocates will be required to submit the application as per the format given in Annexure-A. The attested copies of the following documents are required to be submitted with application:

- a) High School certificate in support of age
- b) Registration with Bar Council
- c) Identity card issued by Bar Association / Bar Council
- d) Copies of empanelment with other Organizations
- e) Certificates in support of educational qualifications
- f) An undertaking from the advocate to the effect that all information furnished by him is correct.
- g) Details regarding the cases in which the Advocate was able to get favorable outcome/decision which are reported/referred in reputed legal journals etc.
- h) Details of office Infrastructure.
- i) Acceptance of all the terms and conditions of empanelment unconditionally and unequivocally.
- j) Other relevant information, if any.

**10. Communication of Empanelment:**

After a decision to empanel the Advocates/Law Firm is taken, a communication in writing to this effect shall be sent to the Advocate as per Annexure-B with acknowledgement and acceptance due failing which his/her/their empanelment will stand cancelled without any notice to him/her/them in this regard.

**11. Right to Private Practice and Restrictions:**

- a) An advocate shall have the right to private practice which should not, however, interfere with or conflict with the efficient discharge of his duties as an empaneled advocate of the Company.
- b) An advocate shall not advise any party or accept any case against the Company in which he has appeared or is likely to be called upon to appear or advice.
- c) If the advocate happens to be a partner of a firm of lawyers or solicitors, it will be incumbent upon the firm not to entertain any case against the Company arising in any court.

**12. Disablements:**

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

- I. Giving false information in the application for empanelment;
- II. Handing over the brief or matter to another advocate without prior written permission of the Company;



- III. Failing to attend the hearing of the case without sufficient reason and prior information;
- IV. Not acting as per Company's instructions or going against specific instructions;
- V. Not returning the brief when demanded or not allowing or evading to allow its inspection on demand;
- VI. Misappropriation of the Company's funds or earmarking, using the same towards his fee without Company's permission.
- VII. Threatening, intimidating, or abusing any of the Company's employees, officers, or representatives;
- VIII. Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/appeal related to Company's without permission.
- IX. Committing an act tantamounting to contempt of court or professional misconduct;
- X. Conviction of the Advocate in any offence resulting into arrest or detention or disbarment by the Bar Council;
- XI. Passing on information relating to Company's case on to the opposite parties or their advocates which is likely to cause damage to the Company's interests;
- XII. Giving false or misleading information to the Company relating to the proceedings of the case; and
- XIII. Frequent adjournment being obtained or not objecting the adjournment moved by other party without sufficient reason etc.

Empanelment shall be liable to be cancelled due to occurring of any of the above disablements.

### **12.1 Fraud and Corruption:**

The EESLs policy requires the Applicants to observe the highest standard of ethics during this RfE process. In pursuant to policy, EESL:

(a) defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "Corrupt Practice," means offering, giving, receiving, or soliciting anything of value to influence the action of EESL official(s) in this RfE process.
- (ii) "Fraudulent Practice" means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence empanelment/ procurement process to the detriment of interest of the EESL, including collusive practices among bidders (prior to or after application submission) to establish bid prices at artificial, non-competitive levels and to deprive EESL of the benefits of competitive prices.
- (iii) "collusive practice" shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of EESL.
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to

influence improperly the actions of a party;

(v) "Obstructive practice" means

(aa) Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation,

or

(bb) Acts intended to materially impede the exercise of the **contractual rights or audit or access to information.**

- (b) will reject an Application if it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Eligibility and/or Qualification in question;
- (c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, if it at any time of this process determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, in this Qualification process; and will have the right to require that the provision be included in RfE Documents and in contracts, requiring Applicants, suppliers, and contractors and their sub-contractors to permit the EESL to inspect their accounts and records and other documents relating to Application submission and contract performance and to have them audited by auditors appointed by the EESL.

### 13. **Removal of Difficulty:**

In the matter of implementation of these guidelines, if any, doubt, or difficulty arises or doubt regarding the interpretation of any of the clause of these guidelines, the same shall be placed before the Company and the decision of the Company thereon shall be final

#### **NOTE:**

1. Fee for AGI/SGI/ASGI and Sr. Advocates designated by High Court /Supreme Court are not being stipulated as they are engaged in very few important cases only through the panel advocates & solicitors and their fees varies from case to case depending upon the importance and question of law etc. of the matter and as per the memo raised by them. Fees for such cases may be decided by the CEO on the merit of each such case.
2. Whenever, the case needs engagement of Solicitor General/ASG/Senior Advocates outside the Company's Panel, as far as possible, prior approval of the CEO may be obtained in advance. However, in urgent cases, when time is not available, then, in such cases, post-facto approval should be obtained.
3. In case of payment of consolidated fees in Civil Suits, 40% of consolidated fee shall be paid on filing of plaint or counter statement on the behalf of Company, 40% on

conclusion of hearings and balance 20% on pronouncement of judgement.

4. Clerk age shall be paid at the rate of 10% in addition to fee and same shall not be paid on the charges like misc. expenses, photocopy, expenses etc. subject to maximum of Rs. 2000/- per hearing.

5. For the purpose of payment of fees as per Fee Schedule, the Panel Advocate/Senior counsel of the Firm of Advocate having more than 10 years of experience/practice in the Courts after the date of enrolment as Advocate shall be treated as a Senior Counsel while all other Advocates would be treated as Junior Counsels.

6. If a Senior Advocate or an Advocate is required to appear in a court/tribunal which is situated at a place other than the place where he ordinarily practices, he shall be entitled to travel expenses for travel by air (economy class) or first class by train, on the basis of actuals. He will also be paid a lump sum amount for performing local journey while outside Delhi as per EESL's policy for local conveyance. He will also be entitled to a reasonable actual expense for stay in hotel.

7. Reimbursement of miscellaneous expenses, not specifically covered in fee schedule, shall be permitted on production of original bills/vouchers.

8. When two or more cases together involve substantially identical questions of law and/or fact, one of such cases will be treated as the main case and the others as connected case and the fees in such cases will be regulated as under, provided the cases are heard together:

9. Full fee would be admissible for appearance in the main case and 10% in each of the connected cases, subject to a maximum of 10 cases.

10. If substantially identical affidavits, counter-affidavits, complaints, written statements grounds of appeal applications and other pleadings are drafted in connected cases or drafting fees will be admissible in the main cases and only 20% separate drafting fee per case will be admissible in connected cases.

11. The Conference Fee as shown in the Fee Schedule of EESL will be subject to the following: -

12. In General, for Conference between the Senior Advocate and Junior Counsel [wherever nominated specifically for a case], and between the Counsel and the EESL officials, maximum number of Five [05] such conferences will be allowed, However, depending upon the complexities involved in a particular matter and subject to certification of the necessity and importance for conferences beyond the prescribed limits, in a single case and on the recommendations of Legal Cell, the number of conferences may be increased

13. The Nodal Officer/Nodal Branch/Officer-in-charge of Litigation shall ensure that all the required paper work viz., Obtaining all the required approvals of the appropriate authority, Preparation of background papers, briefs, annexure etc., are got completed at the first instance before calling/meeting the Advocate, so that not more than 2 hours is spent on a day for conference/briefing of the Advocates. However, wherever required, the Unit/Branch Heads handling the subject matter of litigation will have the powers to exceed the limits, subject to certification of the necessity and importance for conferences beyond prescribed limits, in a single day.

14. Non-Effective Hearing: Non effective hearing means, if the case is mentioned by the other side and adjourned or when only directions are given or only judgment is delivered by the court, the same would not constitute an effective hearing.

15. Fee in Non-Effective Hearing: - Fee payment for non-effective hearings will be subject to a maximum of five hearings in a Case.

16. No fee will be payable to the counsel if the case is not called out or if called out is adjourned by the court without hearing or adjourned at the request of the either

parties.

17. Fee for drafting and settling of pleading will be settled as per schedule of rates. No separate drafting charges for any other item such as synopsis, List of Dates, Annexures to writs etc. is permissible.

18. Where a Court/Tribunal etc. appoints any committee or refers the matter to any other authority, the advocate representing EESL before such committee or authority will be paid at the same rate as is applicable for the advocate for representing EESL before the Court/ Tribunal etc. that so referred the matter.

19. The fee payable is inclusive of GST. Liability of EESL towards payment of GST would be subject to applicable rules only and any amendment/ modification thereto would be applicable immediately.

The procedure for empanelment of Advocates/ Legal Advisors for representing and assisting Energy Efficiency Services Limited before various Courts/Tribunals etc., are explained here as under:

- (a) The Bids/proposals have been invited for empanelment, i.e. the subject RfE, on Single-Stage Single Envelope (SSSE) basis. The bids shall be submitted by the bidders in hard copy only.
- (b) The Bidders shall be required to submit the Undertakings/ Declarations/ Forms/ data/ documents as listed in Section-5, FORMS.
- (c) Empanelment shall be done based on verification of aforesaid documents by the bidder, or any clarification sought thereof, as per Clause 5 of Section- 4, and on ascertaining the Eligibility and Qualifying Requirements (QR) and overall responsiveness of the bid.

Qualification of bidders will be based on meeting the Eligibility and QR specified at Section-3.

- (d) The empanelment as per (c) above, shall be valid for a period of 02 (Two) years from date of issuance of empanelment letter to the successful bidder.

Subsequent empanelment, if any, shall have reduction in the duration of empanelment on pro-rata basis in such a way that validity of all empanelment expires at same time, i.e. 02 (two) years from the issuance of first empanelment.

- (e) The bids shall be invited on e-tendering mode only.

#### 14. **Eligible Bidders:**

- (i) This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or

- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Part – B, Section-4] or as a partner in a joint venture, except for alternative offers permitted under the RfP Documents. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services and Facilities that are the subject of the bid; or
- (g) a Bidder (including its personnel or sub-contractors) has a business or family relationship with a member of a EESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to the EESL throughout the procurement process and execution of the contract. EESL may in its discretion reject the tender or rescind the contract; or
- (h) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.
- (ii) The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

**15. Procedure for Submission of Bid for subject RfE:**

**The bids invited for the subject RfE shall be on Single Stage Single Envelope(SSSE) Bidding and as indicated above.**

***Bidder shall strictly note that no price bid is invited from the bidder in the subject***

***RfE.***

16. The Applications shall be submitted in '**Hard**' copy only with one set of 'Original' and 02 sets of true copies. The original copy of the bid, consisting of the documents listed in Clause 09 above, shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory to the bid. The bids shall remain valid for a period of 06 (six) months from the date of bid opening.

- 16.1 The amendment/clarification, if any, to the RfE documents will be notified in writing by registered post/courier and/or email only.
- 16.2 The Application to be submitted along with relevant supporting documentary evidences etc. must be signed and stamped with company seal by a person duly authorized to sign on behalf of the Applicant.

17. **Deadline for submission of Bids:**

The **Bids in Hard copy** must be received by the EESL at the address specified below, no later than the time and date stated herein below:

**Address in Person or by Post:**

Deputy Manager (Contracts), M/s. Energy Efficiency Services Limited  
Core-5, 4<sup>th</sup> Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

**Deadline for submission of Bids:**

**Date:** **12/02/2024** **(Refer Note below)**

**Time: up to 1100 Hrs. [Indian Standard Time]**

**Address for Bid Opening:**

Deputy Manager (Contracts), M/s. Energy Efficiency Services Limited  
Core-5, 4<sup>th</sup> Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

**Time and date for Bid Opening: Date:**

**12/02/2024** **(Refer Note below)**

**Time: 1130 Hrs. (Indian Standard Time)**

(a) Bid Title:

"Empanelment of Advocates/ Legal Advisors for representing and assisting Energy Efficiency Services Limited before various Courts/Tribunals etc"

Do not open before 1130 Hrs. (Indian Standard Time) on **12/02/2024** **(Refer Note**

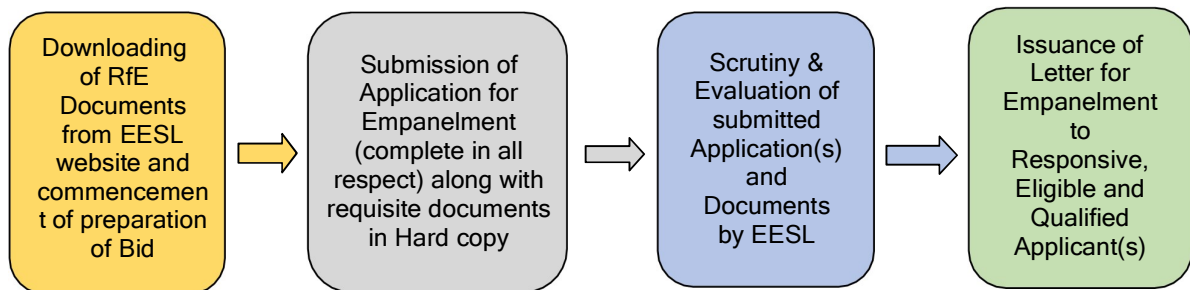
**below)**

In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day. EESL may, at its discretion, extend this deadline for submission of bids by amending the provisions of RfE, in which case all rights and obligations of EESL and bidders will thereafter be subject to the deadline as extended.

18. EESL reserves the right to cancel the empanelment/enlistment of any vendor for any of the following reasons:
  - a. *if they/he found black-listed in any Govt. / Public Sector Organization.*
  - b. *if they/he found to have submitted false particulars/fake documents for securing enlistment.*
  - c. *The bidder becomes bankrupt or goes into liquidation.*
19. An applicant is not permitted to seek empanelment/enlistment in more than one name, including proprietorship/partnership firms.
20. The applicant's performance will be monitored for quality, commitment to delivery period mentioned in tender, adherence to the Safety Regulations, Labour/Statutory regulations, Conduct/Discipline etc., while executing jobs/contracts. Any deviations from stated conditions can lead to appropriate deterrent action as deemed fit by EESL.
21. If the applicants refuse to execute the job as per fee schedule, after finalizing order on him, he shall be put in holiday list. Applicant shall be issued a warning letter and he shall be debarred from quoting for any jobs for a period of 03 (Three) years.
22. EESL also reserves the right to cancel the empanelment/enlistment of any applicant/vendor for any other reasons as deemed fit by EESL, if the defaulting vendor submits to EESL in writing the reasons / grounds for the non-compliance/default/high quotes etc., as the case may be, sufficiently in advance, and the decision taken by EESL in this regard on such submissions will be final and binding on the vendor(s).
23. Such applicant/vendors, whose empanelment/enlistment is cancelled due to any of the above reasons, will not be considered for subsequent empanelment for a period of 02 (Two) years.
24. **Others:**
  - 24.1 Submission of Bid does not automatically guarantee inclusion of name in the list of empaneled Parties.
  - 24.2 EESL reserves the right to call for additional information and/or check, verify all the information furnished in the Application. EESL also reserves the right to inspect all premises/facilities to confirm the authenticity of information furnished / capabilities mentioned in the Application.

- 24.3 EESL reserves the right to reject the Bid based on unsatisfactory performance of ongoing job or for furnishing false information/declaration in the Application.
- 24.4 EESL reserves the right to reject any or all the Applications without assigning any reasons whatsoever.
- 24.5 EESL's decision shall be final on all matters.
- 24.6 Applicants to note that Applications with conditions unacceptable to EESL shall be rejected.

**25. Procedure of Empanelment:**



**- End -**



## SECTION – 3: FORMS

### List of Contents

<b>Sr. No.</b>	<b>Attachment No</b>	<b>Name of Form</b>
<b>1</b>	<b>Annexure-A</b>	FORMAT OF BIO DATA FOR ADVOCATE
<b>2</b>	<b>Annexure-B</b>	Communication of Empanelment
<b>3</b>	<b>Attachment No-1</b>	Fee Schedule

**FORMAT OF BIO DATA FOR ADVOCATE**

1. Name
2. Date of Birth  
Age (as on.....)
3. Education Qualifications
4. Date of Enrolment, Name of Bar Council (Enclose copy of enrolment certificate)
5. Period of practice
6. Details of Experience/practice
7. Area of practice
8. Specialization, if any (constitution/taxation/service etc.)  
The details of a few important cases the Advocate has dealt with/handled and reported Judgement if any.
9. Whether Central Govt. counsel/pleader (Indicate period)}
10. Brief list of clients e.g. Govt./Organizations/ Commissions/PSUs
11. The courts where the Advocate is regularly practicing. (Enclose Bar Association Membership Certificate)
12. Date of enrolment as an Advocate- on- record of the Supreme Court and Registration No.
13. Income Tax PAN Number
14. Experience of Competition Law  
A brief note on suitability for empanelment

I declare that I have not been penalized by any bar council in any Disciplinary proceedings. I also undertake to maintain absolute secrecy about the cases of the Company as required under the Act, Rules, and Regulations thereunder.

Signature of Advocate

Address (Office & Residence/Chamber)

Tel. No.

Mobile. No.

Fax No.

E-mail.

To,  
Mr ....., Advocate  
.....

Dear Sir,

**Sub: Empanelment as Commission's Advocate**

This is with reference to your application dated ----- wherein you have evinced interest for empanelment as an advocate with EESL. We are pleased to inform that your request has been considered favourably and you are advised to give your assent for empanelment on following terms and conditions :

1. You will abide by the company terms and conditions and you will not claim any retainer fee or employment from EESL.
2. You will not accept any case against the EESL.
3. You will take necessary steps to protect the interest of EESL in matters entrusted to you from time to time.
4. Empanelment does not confer any right or claim that you alone should be entrusted with the Company's work.
5. You will personally deal with the case assigned to you in addition coordinating and working with designated Senior Advocate, if any, engaged in some matter
6. The Company may at any time, at its discretion, withdraw from you any proceedings/ matter/ brief and may discontinue you as EESL's advocate without assigning any reason thereof and without paying any further fees.
7. You will keep the Company informed about the developments in the matters entrusted to you.
8. Unless a case is specially assigned to you by EESL, you will not on your own receive Summons / Notices of the Company's 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 the Company in this regard
9. You shall not use EESL's name or symbol, logo in your letter heads, sign boards name plates etc.
10. In case of any misconduct, EESL will take appropriate action against you which includes filing complaint with Bar Council and recovery of financial loss caused to EESL due to your misconduct.
11. In case of initiation of any disciplinary proceedings/ criminal proceedings against you, the Company may remove you from the panel even without waiting for the conclusion of such proceedings.
12. Your performance will be reviewed on yearly basis and if your services are not required/ found upto the mark, EESL may remove you from panel and the cases/ matters entrusted to you will be taken back from you.
13. You are required to maintain absolute secrecy about the cases of EESL as required under the Act, relevant rules and regulations and you shall not divulge any details to an outsider or opponent as the case may be without written consent of the Company.
14. You are requested to return the duly signed duplicate copy of this letter indicating your unconditional consent.

We look forward for better cooperation and hope for good relations with you.

Yours Faithfully  
(Authorized Signatory)

- Proposed fee schedule to Law Firms/Senior Level Advocates before Supreme Court/ High Court & in Arbitration cases:

S. No.	Particulars	Proposed feeband
1.	Fee for drafting & filing of SLP/ WP/ plaint/ Counter Affidavit/ Written Statement/ Statement of Claim/ Reply/ Counter Claim before Supreme Court/ High Court/ Arbitration/National Commission & other Fora <b>Note:</b> Claim and Counter claim shall be treated as ONE only.	Upto 55,000/-
2.	2. Fee for Appearance in Court/Arbitration per day:  a) Effective  b) Non-effective	Upto 15,000/- 50% of item (a)
3.	Fee for drafting Miscellaneous Applications/ Interlocutory Applications	Upto 12,000/-
4.	Fee for conference/discussion upto one hour or part thereof (maximum 5 conferences are allowed for a single case)	Upto 7,500/-
5.	Fee for drafting & filing caveat	2,500/-
6.	i. Fee for drafting, filing & appearance in Civil suits & Other cases before District Courts  ii. For any Misc. Applications/Petitions as per Serial no.6(i)	Upto 50,000 (Lump Sum) payable in 3 stages i.e. (i) Filling reply (ii) framing of issues (iii) on final disposal  Upto 5,000/-
7.	Fee for drafting and filing caveat	2500/-
8.	Clerkage except 4 & 7	10%
9.	Fee for drafting legal notice/Reply to legal notice	5,000-10,000
10.	Fee for Legal Opinion	Principal cities - 13,200/- Other cities- 11,000
10	Fee for review/vetting/settlement of Agreement Deed, othersimilar legal documents etc. {including conference)	Principal cities - 13,200/- Other cities- 11000

11	Out of pocket expenses/Miscellaneous	1) Upto 1,000- without bill 2) Above 1,000 withbill
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