



Solar Energy Corporation of India Limited
(A Government of India Enterprise)
CIN: U40106DL2011GOI225263

6th Floor, Plate-B, NBCC Office Block Tower-2, East
Kidwai Nagar, New Delhi-110023

**Expression of Interest (EoI) from Advocates/Law
Firms**

For

Empanelment of Advocates/Law Firms in SECI

EoI No. [SECI/C&P/EOI/17/0001/22-23](#)

Dated: 25.10.2022

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DISCLAIMER

1. Adequate care has been taken while preparing this Expression of Interest (EoI) document and the same has been made in utmost good faith. However, the bidder(s) shall satisfy themselves that the EoI is complete in all respect. Intimation regarding any discrepancy noticed by the bidder (s) shall be given to Solar Energy Corporation of India (SECI) immediately. If no intimation is received from any bidder(s) within 10 (Ten) days from the date of issuance of the EoI documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. SECI reserves the right to modify, amend or supplement this document.
3. While this EoI document has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any Law, Statute, Rules or Regulations as to the accuracy, reliability or completeness of this document.
4. All rights reserved. No part of this document may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of SECI, except in the case of brief quotations embodied in critical reviews and certain other non-commercial uses permitted by copyright law.

Place: New Delhi

Date: 25/10/2022

SECTION-I

INVITATION FOR BIDS (IFB)

EoI for Empanelment of Advocates/Law Firms in SECI



SOLAR ENERGY CORPORATION OF INDIA LIMITED (A Government of India Enterprise)



EoI No: SECI/C&P/EOI/17/0001/22-23

Date: 25/10/2022

Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of SECI is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for the development, promotion, and commercialization of solar energy technologies in the country.

SECI invites bids from eligible Bidders (Advocates/Law Firms) to participate in the “**Expression of Interest (EoI) from Advocates/Law Firms for Empanelment of Advocates/Law Firms in SECI.**”

For the implementation of above-mentioned work, Bidders (Advocates/Law firms) should submit their Bid proposals complete in all respect in separate sealed covers, super-scribed with “**Expression of Interest (EoI) from Advocates/Law Firms for Empanelment of Advocates/Law Firms in SECI**” at the following address to reach on or before **1400 HRS on 15th November 2022** positively to

Sh. Swapnil Gandhi
Sr. Engineer (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2, East
Kidwai Nagar, New Delhi-110023
Telephone: 01124666359, Extension 359
E-mail: swapnil.gandhi@seci.co.in; contracts@seci.co.in

Bidders (Advocates/Law Firms) shall submit the EoI proposal, complete in all respect as per the Bid Information sheet.

1. The complete Bidding Documents are available at Central Public Procurement Portal (CPPP) of GoI at www.eprocure.gov.in as well as on SECI’s website <http://www.seci.co.in>. However, for the purpose of participation, the official copy of the bidding documents shall be downloaded from SECI’s website as per the provisions available therein.
2. Bidders (Advocates/Law Firms) should submit their bid proposal offline complete in all aspects on or before last date and time of Bid Submission as indicated in the Bid Information Sheet.
3. Bidders (Advocates/Law Firms) shall submit a bid proposal along with non-refundable EoI

EoI for Empanelment of Advocates/Law Firms in SECI



Processing Fees (if applicable), Earnest Money Deposit (EMD) if applicable/ Bid Securing Declaration complete in all respect as per the Bid Information Sheet. The bids will be opened as per the Bid Information Sheet in offline/online presence of authorized representatives of bidders who wish to be present offline/online. Bid proposals received without the prescribed EoI Processing Fees and Earnest Money Deposit (EMD, if applicable) or Bid Securing Declaration will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.** The Advocates/Law Firms shall sign a Bid Securing Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for a period of three (03) years from the date of disqualification.

4. EoI documents which include Eligibility Criteria, Qualifying Requirements, various Conditions of the Contract, Formats, etc. can be downloaded from SECI's website. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this EoI shall be uploaded on SECI website <http://www.seci.co.in>.
5. EMD/Bid Securing Declaration (if applicable) shall be enclosed in a sealed envelope and shall be submitted to the office of Employer (offline) whose mailing address is mentioned in the Bid Information Sheet.
6. Performance Securities (if applicable) as per this EoI document shall be furnished by the successful bidder after issuance of Empanelment Agreement (EA) by SECI.
7. The detailed Qualifying Requirements (QR) are given in section III, "Qualifying Requirement".
8. ***SECI reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***
9. This bidding document is non-transferable.

DEFINITIONS

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

1. 'Advocate' means an advocate, entered in any role of the advocate under the provisions of The Advocates Act, 1961 (The Act);
2. 'Applicable Law' means any Statute, Law, Regulation, Ordinance, Notification, Rule, Regulation, Judgment, Order, Decree, Bye-Law, Approval, Directive, Guideline, Policy, requirement or other Governmental restriction or any similar form of a decision of, or determination by, or any interpretation or Administration having the force of Law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.

3. 'Competent authority' shall be Managing Director or any officer so designated by the Managing Director.
4. 'Court' shall mean and include any District Courts, any High Court, Supreme Court, Tribunals, Forums, and Arbitral Tribunal, etc.
5. 'Effective Hearing' shall mean a hearing in which either one or both parties involved in a case are heard by the Courts/arguments were advanced by the Counsel of any of the parties, Examination-in-chief, cross examination is conducted, issues/charges have been framed and statement recorded and in addition to the above, effective hearings are according to the High Court Rules.
6. 'Non-effective Hearing' shall mean all hearings which are not covered in the above definition of effective hearing;
7. 'Similar Cases' shall mean two or more cases in which identical or substantially similar questions of law or facts are involved.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as a reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there are any differences between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

The table of contents and any headings or sub headings in the contract have been inserted for the case of reference only & shall not affect the interpretation of this agreement.

EoI for Empanelment of Advocates/Law Firms in SECI



BID INFORMATION SHEET

The brief details of the EoI for empanelment are as under:

(A)	BRIEF SCOPE	Expression of Interest (EoI) from Advocates/Law Firms for Empanelment of Advocates/Law Firms in SECI									
(B)	EOI NO. & DATE	SECI/C&P/EOI/17/0001/22-23 dated 25.10.2022									
(C)	BIDDERS ELIGIBLE FOR BIDDING	This bid is open to Bidders (Advocates/Law Firms) from within India only.									
(D)	AGREEMENT PERIOD/ EMPANELMENT TENURE/TERM	02 years, extendable for a further 01 year based on the satisfactory performance									
(E)	COST OF BIDDING DOCUMENTS	Free of cost									
(F)	EOI/BID PROCESSING FEE	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">Yes</td> </tr> </table>	APPLICABLE		NOT APPLICABLE	Yes					
APPLICABLE											
NOT APPLICABLE	Yes										
(G)	EARNEST MONEY DEPOSIT (EMD)	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;">Advocates</th> <th style="text-align: center;">Law Firms</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">APPLICABLE</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">Yes</td> </tr> </tbody> </table>		Advocates	Law Firms	APPLICABLE			NOT APPLICABLE	Yes	Yes
	Advocates	Law Firms									
APPLICABLE											
NOT APPLICABLE	Yes	Yes									
(H)	CONTRACT PERFORMANCE SECURITY	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;">Advocates</th> <th style="text-align: center;">Law Firms</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">APPLICABLE</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">Yes</td> </tr> </tbody> </table>		Advocates	Law Firms	APPLICABLE			NOT APPLICABLE	Yes	Yes
	Advocates	Law Firms									
APPLICABLE											
NOT APPLICABLE	Yes	Yes									
(I)	OFFLINE BID SUBMISSION DEADLINE	<u>15.11.2022 up to 1400 HRS</u>									
(J)	OFFLINE BID OPENING	<u>15.11.2022, 1600 HRS onwards</u>									

1. Bids must be submitted strictly in accordance with Clause no. 19 of ITB. The IFB is an integral and inseparable part of the EoI document.
2. Bidders (Advocates/Law Firms) are advised to bid strictly as per the terms and conditions of the EoI document and not to stipulate any deviations/ exceptions.

EoI for Empanelment of Advocates/Law Firms in SECI



3. Any Advocate/law Firm, that meets the Qualifying Requirement and wishes to quote against this EoI, may submit their Bid complete in all respect as per the terms & conditions of EoI Document on or before the due date of bid submission.
4. Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
5. SECI will release Empanelment Agreement (EA)/ Contract Agreement (CA) to the successful Bidder (Advocate/Law Firm). The empanelment shall be awarded in following respective part as mentioned briefly below: -
Contract: For Empanelment of Advocates/Law Firms in SECI
6. However, the above-mentioned contract award methodology may be modified/ changed based on specific empanelment requirements and at the sole discretion of SECI.

SECTION-II

INSTRUCTION TO BIDDERS (ITB)

PREAMBLE

This part (Section- II) of the EoI Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of SECI. It also provides information on bid submission, bid opening, evaluation and on contract award. This Section (Section- II) contains provisions that are to be used unchanged.

However, provisions governing the performance of Advocates/Law Firms, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section- IV (General Conditions of Contract).

Bidders (Advocates/Law Firms) may note that the respective rights of SECI and that of the Bidders (Advocates/Law Firms) shall be governed by the EoI Documents and Contracts signed between SECI and the Advocates/Law Firms. The provisions of EoI Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this EoI document, the laws of the Union of India shall be the governing laws and the Courts of Delhi shall have exclusive jurisdiction.

1. BID INFORMATION AND INSTRUCTIONS TO ADVOCATES/LAW FIRMS

- 1.1. Bidders (Advocates/Law Firms) may download the complete bidding document along with its amendment(s) if any from SECI website (<http://www.seci.co.in>) and submit their Bid complete in all respect as per terms & conditions of EoI Document on or before the due date of bid submission as mentioned in the Bid Information Sheet.
- 1.2. Prospective Bidders (Advocates/Law Firms) interested to participate in the bidding process are required to submit their Proposals in response to this EoI Document along with a non-refundable Bid processing fee (if applicable) & Earnest Money deposit (EMD) (if applicable), as per the prescribed format mentioned in the Bid Information Sheet. A Bidder (Advocates/Law Firms) will only be eligible to participate in the bidding process on submission of Bid processing fee (if applicable) & EMD (if applicable). In case of any inconformity or query, SECI may seek clarifications to get the genuine queries addressed & resolved. SECI may seek clarifications from the Bidders (Advocates/Law Firms) to ascertain the correctness of facts & documents as presented by the Bidders (Advocates/Law Firms).
- 1.3. It may be noted that SECI will not pay any amount/ expenses/ charges/ fee/out-of-pocket expenses, regardless of the conduct or outcome of the Tendering process.

2. SCOPE OF WORK AND DUTIES

2.1. Scope of Work

- a) To represent SECI before the Supreme Court of India, High Courts, Subordinate Courts and Tribunals including APTEL, CERC, State Electricity Regulatory Commissions, Central Administrative Tribunal, other Tribunals, Commissions, Authorities, etc.
- b) To represent SECI before various Arbitration Tribunals in disputes which are referred by the Courts to the Arbitration Tribunals or by the choice of the parties to the dispute.
- c) Drafting and vetting of affidavits, applications, petitions, replies, written statements, replications, rejoinders, caveats, briefs for opinion and any other legal document including deeds, regulations, etc.
- d) To provide a legal opinion on queries raised.
- e) To prepare and/or vet MoUs, agreements/contracts/RFPs/Tenders/EoI/letters and other documents
- f) Keep SECI 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, and supplying copies of judgments/interim orders.
- g) To perform such other duties of legal nature that may be assigned by SECI from time to time.

2.2. Duties of Advocates/Law Firms

While pursuing/ defending any litigation on behalf of the SECI, the Panel Advocate/Law firm should,

- a) Intimate day-to-day progress of the matter to the SECI.
- b) Not to seek adjournment without written instructions from SECI.
- c) Not to make any submissions contrary to the interest of SECI before the Court/Forum/Tribunal without proper instructions from SECI.

EoI for Empanelment of Advocates/Law Firms in SECI



- d) Not to appear either directly or indirectly on behalf of his juniors/assistant advocates against SECI in the matter where Advocate/Law Firms are engaged.
- e) To maintain absolute secrecy and confidentiality about the cases of SECI and if at any point in time it has been noticed that the Advocate/Law Firm is violating the provision, such Advocate/Law Firm shall be de-paneled with the immediate effect besides legal action as deemed fit.
- f) Coordinate with Senior Advocates engaged in the case as well as with the officers of SECI.
- g) To give a considered opinion within 15 (Fifteen) days of the judgment/award delivered in the assigned case with suggestions to proceed further.
- h) To attend to all the cases entrusted to the Advocate/law Firm by SECI and inform the developments in each case regularly in writing.

In the event, Advocate/Law firm does not confirm to above parameters, it will entail SECI to automatic removal of such advocate/law firm from the panel.

3. GENERAL DOCUMENTS IN SUPPORT OF ELIGIBILITY

- 3.1. Copy GST Registration, if applicable
- 3.2. Self-attested true copy of Registration of the Bar Council,
- 3.3. Self-attested true copy of LLB, LLM, LLD Degree, supporting marksheets, etc.
- 3.4. Self-attested true copy of other educational qualifications, if any.
- 3.5. Self-attested true copy of High School certificate in support of age
- 3.6. Self-attested true copy of Identity card issued by Bar Association/ Bar Council
- 3.7. Self-attested true copies of empanelment with other Organizations
- 3.8. Self-attested true copies of membership of various Bar Associations.
- 3.9. Self-attested true copies of relevant experience certificates
- 3.10. Self-attested true copies of vakalatnamas
- 3.11. Self-attested true copies of reported judgments
- 3.12. Self-attested true copies of articles published in various journals, books, and e-books along with other relevant details.
- 3.13. Details of office Infrastructure.
- 3.14. Acceptance of all the terms and conditions of empanelment unconditionally and unequivocally.
- 3.15. In case of Sole Proprietor, a copy of registration/enrolment certificate issued by the Bar Council duly certified by the Bar Association.
- 3.16. In case of Partnership firm, duly signed and notarized copy of the partnership deed.
- 3.17. In case of LLP/Company, self-attested copy of Incorporation certificate issued by Registrar of Companies.
- 3.18. Financial data for latest last three audited financial years must be submitted by the Advocates/Law Firms in Format IV.
- 3.19. Self-certified copy of latest CV. In case of a Law Firm, the CV should be submitted to all the partners pertaining to the area in which the Law Firm seeks to apply.
- 3.20. A detailed document list to be submitted along with the EoI is tabulated under clause 19 of this Section.
- 3.21. Certificate of Incorporation, Article of Association (AoA) and Memorandum of Association (MoA), if applicable.
- 3.22. Other relevant information, if any.

4. VALIDITY OF THE RESPONSE TO EOI DOCUMENT/ BID VALIDITY

The Bidders (Advocates/Law Firms) shall submit the response to EoI Document which shall remain valid up to “**one hundred and eighty (180) days**” from the date of opening of EoI

EoI for Empanelment of Advocates/Law Firms in SECI



(“Bid Validity”). SECI reserves the right to reject any response to EoI Document which does not meet the validity requirement. SECI may solicit the Bidders (Advocates/Law Firms) consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

5. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES)

VOID

6. EARNEST MONEY DEPOSIT (EMD)

VOID

7. PERFORMANCE BANK GUARANTEE (PBG)

VOID

8. BID PROCESSING FEE (NON-REFUNDABLE)

VOID

9. NON-TRANSFERABLE BID

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the Advocate/Law Firm, and any such attempted sale, lease, assignment, or otherwise transfer shall be void and of no effect. The Advocate/Law Firm shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Advocate/Law Firm under the contract.

10. DEVIATIONS

The Advocate/Law Firm should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original EoI documents. If the Advocate/Law Firm has any observations, the same may be indicated in his forwarding letter along with the bid. Advocate/Law Firm are advised not to make any corrections, additions or alterations in the original EoI documents. If this condition is not complied with, EoI is liable to be rejected.

11. DEADLINE FOR SUBMISSION OF BID

The bid duly filled must be received by SECI at the address specified not later than the date and time mentioned in the “Bid Information Sheet”. Bid received later than the deadline prescribed for submission of EoI by SECI will be summarily rejected.

12. WITHDRAWAL OF BID

No EoI can be withdrawn after the bid opening and during EoI validity period. Submission of an EoI by an Advocate/Law Firm implies that he had read all the EoI documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

13. CLARIFICATION OF THE BID

To assist the examination, evaluation and comparison of the tenders, SECI may at its discretion ask the Advocate/Law Firm for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the EoI shall be either sought or permitted. Above clarification and their response shall form part of the EoI and shall be binding on the Advocate/Law Firm.

14. EXAMINATION OF THE BIDS

SECI shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the SECI. However, SECI may seek clarifications to ascertain the actual facts & Technicalities. In case of tenders containing any conditions or deviations or reservations about contents of EoI document, SECI may ask for withdrawal of such conditions/ deviations/ reservations. If the Advocate/Law Firm does not withdraw such conditions/ deviations/ reservations, the EoI shall be treated as non-responsive. SECI's decision regarding responsiveness or non-responsiveness of a EoI shall be final and binding.

15. CANVASSING

No Advocate/Law Firm is permitted to canvass to SECI on any matter relating to this EoI. Any Advocate/Law Firm found doing so may be disqualified and his bid may be rejected.

16. RIGHT TO ACCEPT ANY BID OR REJECT ALL BIDS

SECI reserves the right to accept, split, divide, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected Advocate/Law Firm or any obligation to inform affected Advocate/Law Firm, the grounds of such action. If the Advocate/Law Firm, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the SECI shall deem such bid as invalid.

REJECTION CRITERIA:

Notwithstanding the above, SECI reserves right to summarily reject application without assigning any reasons thereof and no claim/dispute in this regard shall be entertained. The ground for rejection will not be limited to any/all of the following grounds:

- i. Eligibility Criteria including General Eligibility conditions, and Financial Qualifying Requirements
- ii. Deviation from the clauses of EoI document
- iii. Duration of Empanelment/ Period of Contract
- iv. Period of Validity of Bid
- v. Non adherence to the applicable laws
- vi. Non-submission of prescribed formats
- vii. Non-submission of requisite documents/information
- viii. Incomplete Bid in any respect
- ix. Bid submitted after the last date of submission as per EOI
- x. Any other condition specifically mentioned in the EoI document elsewhere that non-compliance with the clause leads to rejection of the bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of EoI document.

17. ISSUANCE OF EMPANELMENT AGREEMENT (EA)

- 17.1. Prior to the expiry of 'Period of Bid Validity', SECI will notify the successful Bidder (Advocate/Law Firm) in writing, in the form of “Empanelment Agreement (EA)” through e-mail/ courier/ registered post, that his Bid has been accepted. The Empanelment Agreement (EA) will constitute the formation of the Contract.
- 17.2. The contract Period shall commence from the date of issuance of “Empanelment Agreement (EA)”. The “Empanelment Agreement (EA)” will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of the Contract.
- 17.3. The “Empanelment Agreement (EA)” shall be issued to the successful Bidder (Advocate/Law Firm) in duplicate. The successful Bidder (Advocate/Law Firm) is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgment within 30 (Thirty) days from the date of its issuance.
- 17.4. In case the successful Bidder (Advocate/Law Firm) fails to acknowledge the acceptance of “Empanelment Agreement (EA)” as mentioned above vide above clause, same will be treated as a case of non-responsiveness & default and SECI may take suitable action to get the project successfully executed.

In case of non-response/acceptance to the Empanelment Agreement (EA) by the successful Bidder (Advocate/Law Firm), SECI at its sole discretion may take appropriate actions by annulling the entire Tendering process & further can successfully execute the EoI by Re-tendering.

18. EMPANELMENT AGREEMENT SIGNING

- 18.1. Within 30 (Thirty) days of the release of Empanelment Agreement (EA) by SECI, the successful Bidder (Advocate/Law Firm) shall be required to execute the 'Empanelment Agreement' with SECI on a 'non-judicial stamp paper' of appropriate value (cost of the 'stamp-paper' shall be borne by the successful Bidder (Advocate/Law Firm)).
- 18.2. In case the successful Bidder (Advocate/Law Firm) fails to execute the 'Empanelment Agreement' as mentioned above vide clause 18.1, same will be treated as a case of non-responsiveness & default and SECI may take suitable action to empanel any other Advocate/Law Firm.
- 18.3. In case of Non-responsive/Non-acceptance to the Empanelment Agreement (EA) the successful Bidder (Advocate/Law Firm), SECI at its sole discretion may take appropriate actions to annul the entire Tendering process at its sole discretion.

19. DOCUMENTS COMPRISING THE BID

The bid document is to be submitted in Hard Copy. The hard copy of the bid shall comprise of following documents/ programmed file-attachments to be submitted as per provisions therein, in a sealed envelope, as part of the Envelope. **The envelope shall bear {the name of EoI, the EoI No. and the words 'DO NOT OPEN BEFORE' (due date & time)}.**

EoI for Empanelment of Advocates/Law Firms in SECI



Contact Persons' Name: Swapnil Gandhi
Sr. Engineer (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023
Telephone: 011 24666359/200
E-mail: swapnil.gandhi@seci.co.in; contracts@seci.co.in

- i. 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per Format I.
- ii. General particulars of the Bidder as per Format II.
- iii. No Deviation Confirmation as per Format III.
- iv. Format for Turnover for the last 03 (Three) financial years as per Format IV.
- v. Format for Acceptance of SOR and Payment Terms as per Format V.
- vi. Application for Empanelment as per Format VI.
- vii. Copy of PAN registration.
- viii. Certificate of Incorporation, Article of Association (AoA) and Memorandum of Association (MoA), if applicable.
- ix. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.

20. BID/EOI PROPOSAL DUE DATE

The Advocate/Law Firm should submit the EoI/Bid Proposals in offline mode as defined under clause 19 above in the name of

Swapnil Gandhi
Sr. Engineer (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023
Telephone: 011 24666359/200
E-mail: swapnil.gandhi@seci.co.in; contracts@seci.co.in

21. STICKER FOR THE BID ENVELOPE:

The sealed Envelope of the documents to be sent under hard copy shall have the following Sticker details:

Response to "Expression of Interest (EoI) from Advocates/Law Firms for Empanelment of Advocates/Law Firms in SECI".	
EoI Document No.	
Last Date of Submission	
Bids Submitted by	(Enter the Full name and address of the Advocate/Law Firm)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Advocate/Law Firm)

EoI for Empanelment of Advocates/Law Firms in SECI



Bid Submitted to	Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023
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Important Note: The Bidders (Advocate/Law Firm) shall not deviate from the naming and the numbering formats mentioned above, in any manner.

22. CLARIFICATIONS/ENQUIRES/ AMENDMENTS

Clarifications if any, on EoI Document may be sought at the address mentioned in the Bid Information Sheet not later than 20 days after publication of EoI Document & same may be sought during through e-mail/Letters.

Classification/Amendments if any will be uploaded to the website of SECI at www.seci.co.in for information of all concerned. All of them are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

23. RIGHT TO REJECT

SECI reserves the right to reject any or all of the responses to EoI Document or cancel the EoI Document without assigning any reasons whatsoever and without any liability.

24. CANCELLATION OF CONTRACT

SECI reserves the right to cancel the contract of the selected Advocate/Law Firm and recover expenditure incurred by the SECI under the following circumstances:

- i) The Advocate/Law Firm has made misleading or false representations in the forms, statements, and attachments submitted as proof of the eligibility requirements.
- ii) The selected Advocate/Law Firm commits a breach of any of the terms and conditions of the bid/contract.
- iii) The Advocate/Law Firm goes into liquidation voluntarily or otherwise during the execution of contract.
- iv) The Bidders (Advocate/law Firm) is in breach of the duty imposed as per provisions of Clause-2 of Section II
- v) The progress regarding the execution of the contract, made by the selected Advocate/Law Firm is found to be unsatisfactory.
- vi) After the award of the empanelment contract, if the selected Advocate/Law Firm does not perform satisfactorily to the sole satisfaction of SECI, SECI reserves the right to continue the legal matter with the Advocate/Law Firm and to allow the same to any other Advocate/Law Firm. This clause is applicable, if, for any reason, the contract is canceled.

25. IMPORTANT NOTES

- 25.1. Wherever information has been sought in specified formats, the Bidder (Advocate/Law Firm) shall fill in the details as per the prescribed formats and shall refrain from any deviations and refer to any other document for providing any information required in the prescribed format.
- 25.2. If the Bidder (Advocate/Law Firm) conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to EoI Document, in any manner whatsoever, SECI reserves the right to reject such response to

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EoI Document and/or cancel the Empanelment Agreement (EA), if issued. Bidder (Advocate/Law Firm) shall be solely responsible for disqualification based on their declaration in the submission of response to EoI Document.

- 25.3. Bidders (Advocate/Law Firm) may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of SECI in this respect shall be final and binding.
- 25.4. The Bidders (Advocate/Law Firm) must obtain for themselves on their own responsibility and its own cost all the information relating to the bidding process. It shall also carefully read and understand all its obligations & liabilities given in EoI documents.
- 25.5. SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- 25.6. Bidder (Advocate/Law Firm) shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- 25.7. Response to EoI Documents that are incomplete, which do not substantially meet the requirements prescribed in this EoI Document, will be liable for rejection by SECI.
- 25.8. Bidder (Advocate/Law Firm) delaying in submission of additional information or clarifications sought will be liable for rejection.
- 25.9. Non submission and/or submission of incomplete data/ information required under the provisions of EoI Document shall not be construed as waiver on the part of SECI of the obligation of the Bidder (Advocate/Law Firm) to furnish the said data/information unless the waiver is in writing.
- 25.10. SECI reserves the right to make any changes in the terms and conditions of the EoI.
- 25.11. SECI will not be obliged to meet and have discussions with any Advocate/Law Firm, and or to listen to any representations.
- 25.12. The Bidder (Advocate/Law Firm) shall not make any addition or alteration in the EoI documents. The requisite details should be filled in by the Bidder (Advocate/Law Firm) wherever required in the documents. An incomplete EoI or EoI not submitted as per instructions is liable to be rejected.

26. ZERO DEVIATION

This is a ZERO Deviation Process. The bidder (Advocate/Law Firm) is to ensure compliance with all provisions of the EoI Document and submit their Proposal accordingly. EoIs with any deviation from the bid conditions shall be liable for rejection.

ANNEXURE-I

PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

A. Definitions:

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Consultant/ Bidder (Advocate/Law Firm)” is herein after referred to as “Agency”

A.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Committee” concerned.

A.7 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.8 “Investigating Agency” shall mean any department or unit of Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Owner, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B. Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Bidder(s) shall be rejected and its Earnest Money Deposit (EMD, if applicable) shall be forfeited.

Further, such agency shall be banned for future business with Owner for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with Owner for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed, shall be suspended with immediate effect by the project handling Division to which the case pertains to in SECI / Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning list.

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Security submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the Bidder on account of work already executed by him shall be payable to the Bidder and this amount shall be subject to adjustment against any amounts due from the Bidder under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with Owner for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract Performance Security submitted by agency against such order(s)/ contract(s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with Owner for a period specified in para B 2.2 below from the date of issue of banning order.

Nothing mentioned hereinabove restricts the right of the Owner to initiate action under the law of the land for the time being in force.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of issuance of banning order and shall be for a period as may be decided by the Owner based on specific case basis. However, minimum period of ban shall be 06 (Six) months from the date of issuance of banning order.

In exceptional cases where the act of Bidder is a threat to the National Security, the banning shall be for indefinite period.

C. Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is banned, such agency shall not be considered in ongoing tenders/ future tenders.

C.2 However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency shall be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is banned during tendering and irregularity is found in the case under process:

C.3.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.

C.3.3 after opening of price bid, EMD, if applicable made by the agency shall be returned; the offer/Bid of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by C&P Department when

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non-performance of Bidder/ Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Owner.

The competent authority to approve the suspension will be same as that for according approval for banning.

D.3 Effect of Suspension of business:

Effect of suspension on other on-going/ future tenders will be as under:

D.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid/proposal, the bid submitted by the agency shall be ignored.

D.3.2.2 After opening Technical bid/proposal but before opening the Price bid (if applicable), the Price bid (if applicable) of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.

D.3.3 The existing contract(s)/ order(s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

SECTION-III

QUALIFYING REQUIREMENTS

Qualification of the bidder(s) will be based on their meeting the minimum eligibility criteria specified below regarding the Advocate/Law Firm's General Standards and Financial eligibility as demonstrated by the Bidder's responses in the corresponding Bid documents.

1. GENERAL ELIGIBILITY CONDITIONS

- 1.1. The Bidder (Advocate/Law Firm) shall not be under a declaration of ineligibility by SECI for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined under the bidding document.
- 1.2. The Bidder (Advocate/Law Firm) should not have been debarred/banned/suspended by the Government of India/ any State Government/ Government Agency/ High Court Supreme Court/ District Court from empanelment due to "poor performance" or "corrupt and fraudulent practices" or any other reason in the past 03 (three) years.
- 1.3. If the EoI documents were issued inadvertently/ downloaded from the website, bids submitted by such Bidder (Advocate/Law Firm) shall not be considered for opening/ evaluation/ Award and will be returned immediately to such bidders.
- 1.4. It shall be the sole responsibility of the Bidder (Advocate/Law Firm) to inform SECI in case the Bidder (Advocate/Law Firm) is debarred from bidding by any Government Ministry. Concealment of the facts shall be tantamount to misrepresentation of facts and shall lead to action against such Bidder (Advocate/Law Firm).
- 1.5. The Bidder (Advocate/Law Firm) should not be under any liquidation court receivership or similar proceedings on the due date of submission of the bid.
- 1.6. In case there is any change in the status of the declaration prior to award of the contract, the same has to be promptly informed to SECI by the Bidder (Advocate/Law Firm).
- 1.7. The Advocate may be carrying out practice as a sole proprietorship either registered or otherwise.
- 1.8. Limited Liability Partnerships (LLP), Partnerships Firms are allowed to participate in the bidding process.

NGOs, Charitable Trusts, and Educational Societies are not allowed to participate in the bidding process (either individually or in a Joint Venture/ Consortium). Bids by Consortium/ JV are not allowed for participation under this EoI.

2. ELIGIBILITY CONDITIONS

- 2.1. The Advocates/Law Firms should have the following years of professional experience to qualify under each category.

S. No.	Years of Professional experience/Establishment	Category
1.	More than 20 years	A
2.	More than 10 years but less than 20 years	B
3.	More than 5 years but less than 10 years	C

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- 2.2. The Advocates/Law Firms should further have experience in following areas of specialization for the empanelment in SECI. Advocate/Law Firm will be considered for a maximum of three of the below-mentioned areas:

S. No.	Area of Specialization/Panel
1.	Power Sector Laws and Regulatory
2.	Arbitrations
3.	Contractual matters
4.	Civil Matters (including land, property etc.)
5.	Service and Labor matters

- 2.3. Document Required: Proof of documentation conforming professional experience details/educational qualification certificate/ bar council registration/ experience certificate/ vakalatnama/ copies of reported judgments/ copies of articles, etc.

3. FINANCIAL ELIGIBILITY CONDITIONS

- 3.1. The Minimum Average Annual Turnover (MAAT) of the Law Firm in the last three financial years (i.e., FY 2019-20, 2020-21 & 2021-22) should be **INR 1.6 Crores (Indian Rupees One Crore and Sixty Lacs only)**.

MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., the sale of fixed assets. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts. In case of EoI having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 03 (three) preceding financial years being not available, the Law Firm has the option to submit the audited financial results of three years immediately prior to relevant financial year (i.e., FY 2018-19, 2019-20 & 2020-21). In case the bid submission deadline is after 30th September of the relevant financial year, Law Firm has to compulsorily submit the audited financial results of immediately preceding three financial years.

Financial data for latest last three audited financial years has to be submitted by the Law Firm in the attached Format Forms & Formats of the EoI document along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature.

AND

- 3.2. The net worth for the last financial year should be positive. The “Net Worth” of the Law Firm shall be calculated as per Company Act 2013.

However, the financial eligibility criteria as per Clause 3.1 and Clause 3.2 above, is not applicable to the Advocates, partnership firms and the applicability of the same will be restricted to the Law Firms established as LLPs and Body Corporates

The EoI submission of Law firms, which do not qualify for the eligibility criteria & Financial criteria stipulated in Clauses 3 above, shall not be considered for further evaluation and therefore would be rejected. However, SECI may seek clarifications from the Law Firms so as to ascertain the correctness of facts & documents as presented by the Law firm. The mere fact that the tenderer

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is qualified as mentioned in the financial criteria under Clause 3 above shall not imply that his bid shall automatically be accepted.

Non-compliance with any of the eligibility criteria/conditions will result in disqualification of the party. Financial bid of the disqualified party(s) will not be considered.

4. SUCCESSFUL ADVOCATES/LAW FIRM(S) SELECTION/PROCEDURE OF EMPANELMENT

4.1. All applications in response to the EoI floated by SECI shall be scrutinized and placed under any one of the following categories on the basis of years of professional experience (post-enrolment with State Bar Council)/establishment:

S. No.	Years of Professional experience/Establishment	Category
1.	More than 20 years	A
2.	More than 10 years but less than 20 years	B
3.	More than 5 years but less than 10 years	C

4.2. All applications received by Advocates/Law Firms (hereinafter the 'Applicants') shall be further categorized into the following areas of specialization on the basis of details submitted in the application for empanelment:

S. No.	Area of Specialization/Panel
1.	Power Sector Laws and Regulatory
2.	Arbitrations
3.	Contractual matters
4.	Civil Matters (including land, property, etc.)
5.	Service and Labor matters

4.3. The maximum number of Advocates *and* Law Firms to be empaneled by SECI under this EoI is envisaged to be 18 (Eighteen). The decision of SECI on the final number of advocates/Law firms to be empaneled under this EoI shall be final and binding to all the Advocates/Law Firms.

4.4. A panel of Advocates/Law Firms shall be maintained by SECI. Subsequent to evaluation of applications, the final matrix of empaneled Advocates/Law Firms shall be decided, based on the qualifications/competence of the respective parties.

4.5. Once the Applicants are placed in their respective category (as per clause 4.1 above), the applications shall further be scrutinized on the basis of following parameters set out for shortlisting of applicants. The qualification criteria shall carry a maximum of 50 marks, out of which 25 marks will be the minimum qualifying marks for becoming eligible for empanelment in SECI. There shall be one set of criteria for Category A (more than 20 years' experience) and a separate set of criteria applicable to Category B (more than 10 years but less than 20 years) and C (More than 5 years but less than 10 years).

4.6. The Criteria for Category A are summarized below:

Sr. No.	Qualification Criteria	Maximum Points
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1.	<p>Expertise in Legal Arguments: (a) Power Sector and Regulatory Laws (b) Arbitration Law (c) Contractual Matters (d) Civil matters (including land property etc.) (e) Service & Labour Matters</p> <p>Applicants will be allowed to apply for a maximum of 3 areas from the above areas</p> <p>Relevant Orders bearing name of the Applicant are to be produced as proof of the above.</p>	10
2.	<p>Expertise in Legal Drafting: (a) Power Sector and Regulatory Laws (b) Arbitration Law (c) Contractual Matters (d) Civil matters (including land property etc.) (e) Service & Labour Matters.</p> <p>Applicants will be allowed to apply for a maximum of 3 areas from the above areas</p> <p>Relevant experience certificates /vakalatnama bearing name of the Applicant are to be produced as proof of the above.</p>	05
3.	<p>Reported Judgments of SC/HC in relevant areas of expertise</p> <p>SC- 2 marks, HC – 1 mark</p>	10
4.	<p>On number of panels (Within 3 years preceding the last date of submission of response to EoI) of CPSE/ Public Sector Banks /Public Insurance Companies/ Central Government Panel/ Standing Counsel</p> <p>Panel of PSU - 1 mark each</p> <p>Panel of Banks and Insurance company – 1 mark each</p> <p>Panel of Central Government/Standing Counsel – 1 mark each</p>	05
5.	<p>Advocate having articles/research papers in Reputed Journals and Books including e-Books and e-journals- 1 mark for each article/research paper</p>	05
6.	<p>Personal Interaction</p>	15

4.7. The Criteria for Category B and C are summarized below:

Sr. No.	Qualification Criteria	Maximum Points
1.	Educational Qualifications: LLM – 3 marks	03

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2.	<p>Expertise in Legal Arguments: (a) Power Sector and Regulatory Laws (b) Arbitration Law (c) Contractual Matters (d) Civil matters (including land property etc.) (e) Service & Labour Matters</p> <p>Applicants will be allowed to apply for a maximum of 3 areas from the above areas</p> <p>Relevant Orders bearing name of the Applicant are to be produced as proof of the above.</p>	10
3.	<p>Expertise in Legal Drafting: (a) Power Sector and Regulatory Laws (b) Arbitration Law (c) Contractual Matters (d) Civil matters (including land property etc) (e) Service & Labour Matters.</p> <p>Applicants will be allowed to apply for a maximum of 3 areas from the above areas</p> <p>1st area of expertise to be indicated along with relevant work experience within 5 years preceding the last date of submission of response to EoI</p> <p>2nd area to be indicated along with relevant work experience Within 3 years preceding the last date of submission of response to EoI</p> <p>3rd area to be indicated along with relevant work experience Within 2 years preceding the last date of submission of response to EoI</p> <p>Relevant experience certificates/vakalatnama bearing name of the Applicant are to be produced as proof of the above.</p>	07
4.	<p>Reported Judgments of SC/HC in relevant areas of expertise</p> <p>SC- 2 marks, HC – 1 mark</p>	10
5.	<p>On number of panels (Within 3 years preceding the last date of submission of response to EoI) of CPSE/ Public Sector Banks /Public Insurance Companies/ Central Government Panel/ Standing Counsel</p> <p>Panel of PSU - 1 mark each</p> <p>Panel of Banks and Insurance company – 1 mark each</p> <p>Panel of Central Government/Standing Counsel – 1 mark each</p>	05

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6.	Advocate having articles/research papers in Reputed Journals and Books including e-Books and e-journals- 1 mark for each article/research paper	05
7.	Personal Interaction	10

Note:

- I. In case of Law Firms, the above criteria should be met by the Partners or one of the Partners of the Law Firm pertaining to the area of specialization.
- II. Reputed Journals comprise UGC approved Journals and International Journals and Books.
- III. The empanelment shall be in the descending order of points given to the applicants under the categories defined above.

4.8. It may be noted that merely securing the minimum qualifying marks as per the criteria in the table above does not guarantee the empanelment of the participant/candidate in this EoI.

4.9. Methodology of selection in case of a tie of scores between Candidates

Following methodology shall be followed in case of a tie of scores between candidates while selecting the advocates/Law Firms in all the categories (Category A, B, and C).

- a) In case a sufficient number of slots are available for selection from a particular category, all candidates with tied scores shall be selected for that category.

Illustration: If in the power sector area, SECI requires 03 (three) Category B Advocates and the score indicates all 03 (three) advocates have a tie as per the Selection Procedure, then all (03) three advocates/Law Firms shall be selected.

- b) In case the number of slots available is less than the number of candidates with tied scores, then the Advocate/Law Firm shall be selected based on the maximum weighted criteria of the Selection Procedure (for all three Categories). In case of more than one criterion with the same weightage, the candidates shall be evaluated on the sum of such criterion to select the successful candidate.

Illustration: If there is a tie between Advocate XYZ and Advocate DEF both from Category B, the Selection Procedure under Category B shall be referred for the maximum weighted criteria. As per the Selection Procedure of Category B, the maximum weightage given to Point (2): Expertise in Legal Arguments is 10/50 marks, and Point (4): Reported Judgments is 10/50 marks. Point (2) and Point (4) in aggregate carry 20/50 marks and shall be considered for the evaluation and the candidate scoring the highest marks shall be selected. If XYZ secures 10/20 and DEF secures 13/20, the candidate DEF shall be selected even though the overall scores of XYZ and DEF are equal. It may be noted that as per the Selection Procedure of Category B, apart from Point (2) and Point (4), the third criterion that carries the same weightage of 10/50 marks is Point (7): Personal Interaction. However, since personal interaction is a subjective method of selection, the same shall be excluded.

4.10. SECI shall award the Contract of empanelment to the successful Advocate/Law Firm whose proposal has been determined to be substantially responsive.

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- 4.11. At any step during the selection of a Successful Bidder (Advocate/Law Firm), SECI reserves the right to increase/decrease the EoI requirement based on SECI's requirement.
- 4.12. The Empanelment Agreement (EA) shall be issued to the Successful Bidder (Advocate/Law Firm) selected as per the provisions.
- 4.13. The Successful Bidder (Advocate/Law Firm) shall acknowledge the Empanelment Agreement (EA) and return a duplicate copy with the signature of the authorized signatory of the Successful Bidder/Agency to SECI.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. SCHEDULE OF RATES AND PAYMENT TERMS

- a) The Payment to the Advocate/Law Firms shall be done in accordance with the Schedule of Rates (SoR) and terms specified in **Annexure-A** of this EoI document.
- b) Payment will be released to the account of the successful Bidder (Advocate/Law Firm) only on submission of the Invoice/Bill duly completed in all respect, subject to satisfaction with due verification and certification as applicable. Payment will be released only on submission of the Invoice/Bill duly completed in all respect, duly certified by the project handling Division to which the case pertains in SECI.
- c) Payment due to the Advocate/Law Firm shall be made by the SECI by mode of e-Banking. In all cases, the Advocate/Law Firm shall present his bill duly pre-receipted on proper revenue stamp & payment shall be made in Indian Currency only. The invoice shall be raised in favour of “Solar Energy Corporation of India Limited”.
- d) Payment shall be released by SECI within 30 days of receiving the certified invoice.
- e) In general, payment of the final bill shall be made to Advocate/Law Firm within 30 days of the submission of the bill, after completion of all the obligations under the Contract against the final completion.
- f) In the case of LLP, the payment will be made to the account of the firm. In the case of a Partnership Firm, the payment will be made to the account of the partner/ authorized representative nominated by the Partnership Firm/ Partner on this behalf.

NOTE:

- i. Payment will be released only on submission & verification of Invoice/Bill duly completed in all respect, certified by the project handling Division to which the case pertains to in SECI and no advance payment will be allowed.
- ii. SECI reserves the right to change, amend, modify, suspend, continue or terminate all or any part of the EoI either in an individual case or in general, at any time without notice.
- iii. Payment will be released through RTGS/NEFT/IMPS in the name of Advocate/Law Firm after statutory deductions (if any).

2. AGREEMENT PERIOD/ EMPANELMENT TENURE/TERM

The empanelment of the Advocate/Law firm shall be done for a period of 02 (two) years, with an extension of 01 (one) year on original terms and conditions, upon the discretion of SECI. The empanelled Advocate/Law Firms may participate again in the next round of empanelment carried out by SECI. It is categorically stated that the empanelled Advocate/Law Firms shall not hold briefs against SECI, in case SECI is a party in any legal matter being dealt with by them.

3. The Schedule of Rates shall be firm and binding with no escalations whatsoever.

4. ACCEPTANCE

SECI shall have the right to reject the services offered by the Advocates/Law Firms in whole or in part if the Advocate/Law Firm does not conform to the requirements of this Empanelment Agreement. SECI shall be entitled to cancel the Empanelment Agreement and execute the nearest equivalent services elsewhere. Cancellation of the Empanelment Agreement under this condition shall not affect any other rights SECI may have.

5. INDEMNITY CLAUSE

SECI stands indemnified from any claims raised by Associates/employees/staff of the Advocate/Law Firm relating to fees of any kind including but not limited to payment for professional fees or any services or claims relating to statutory dues. All such claims and dues shall be the sole responsibility of the Advocate/Law Firm. SECI also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the Associates/staff/employee of the Advocate/Law Firm while discharging their duty towards performance of services.

6. LIMITATION OF LIABILITY

Except in case of gross negligence, wilful misconduct, or breach of Applicable Laws on the part of the Advocate/Law Firm or on the part of any person acting on behalf of the Advocate/Law Firm in carrying out the Services, the Advocate/Law Firm, with respect to damage or loss caused by the Advocate/Law Firm to SECI, shall not be liable to SECI.

- a) For any indirect or consequential loss or damage; and
- b) For any direct loss or damage that exceeds the total payments payable under the contract to the Advocate/Law Firm hereunder

Neither SECI nor the Advocate/law Firm(s) shall be liable to each other for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the contract unless specifically mentioned in this document.

7. LANGUAGE

All documents, statements, instructions, catalogs, brochures, notices, and all other communications pertaining to this order shall be in the English language.

8. TERMINATION CLAUSE

SECI may at any time on breach of the terms and conditions of this EoI give the Bidders (Advocate/Law Firm) a written notice of the such breach. If the Bidders (Advocate/Law Firm) does not commence appropriate measure within a period of 15 (Fifteen) days after issuance of such notice to remedy that breach, then SECI may terminate this order at any time thereafter stating therein the date & reason of termination.

SECI reserves the right to take back the brief at any time by giving a notice of 15 (Fifteen) Days without assigning any reason. The Advocate/Law Firm shall cease providing the legal services from the date of termination and hand over all the documents, to SECI. No consequential damages shall be payable by the SECI to the Advocate/law Firms in the event of such termination.

9. NON-DISCLOSURE

The successful Advocate/Law Firm shall safeguard and keep the Confidential Information of SECI in confidence. The Advocate/Law Firm shall not, without the prior written consent of SECI, disclose Confidential Information to any person or entity except to Advocate/Law Firm's employees, associates, lawyers, paralegal staff who have a need to know such Confidential Information for the Purpose of providing legal services and who are bound by the confidentiality obligations. The successful Advocate/Law Firm shall ensure that each of such employees, associates, lawyers, paralegal staff are made aware of the nature of the confidential information and shall always remain liable for the wrongful disclosure by such persons.

10. MUTUAL CONSULTATION

If any dispute of any kind whatsoever shall arise between SECI and the Bidder (Advocate/Law Firm) in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Arbitration/ other remedies available under the applicable laws.

11. ARBITRATION

a) Settlement of Dispute

- i. If any dispute or difference or claim occurs between the SECI and the Advocate/Law Firm/Bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the formation, existence, validity termination or breach, the parties shall seek to resolve any such dispute or difference by mutual consent.
- ii. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to Arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given.

b) In Case the Contractor is a Public Sector Enterprise or a Government Department

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Governmental Departments/ Organizations (other than those related to taxation matters), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE (GM)FTS-1835 dated 22-05-2018, 04.07.2018 and 11.07.2018; and DPE-GM-056i0003/2019-FTSA-10937 dated 20.02.2020 and as amended from time to time.

c) In all Other Cases

- i. In all other cases, any dispute submitted by a party to Arbitration shall be heard by an Arbitration Panel composed of three Arbitrators, in accordance with the provisions set forth below.
- ii. SECI and the Bidder (Advocate/Law Firm) shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration Panel. If the two Arbitrators do not succeed in appointing a third Arbitrator within Thirty (30) days after the later of the two Arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third Arbitrator which shall be an institute appointed in mutual consultation of both the parties.
- iii. If one party fails to appoint its Arbitrator within thirty (30) days after the other party has named its Arbitrator, the party which has named an Arbitrator may request the Appointing Authority to appoint the second Arbitrator.
- iv. If for any reason an Arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original Arbitrator. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- v. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996 and the rules made thereunder and for the time being in force.
- vi. The venue or arbitration shall be New Delhi.
- vii. The award of the arbitrator shall be final and binding on the parties to this contract.
- viii. The decision of a majority of the Arbitrators (or of the third Arbitrator chairing the Arbitration Panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- ix. The Arbitrator(s) shall give reasoned award.
- x. Notwithstanding any reference to the Arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.
- xi. Cost of arbitration shall be equally shared between SECI and Bidder (Advocate/Law Firm)
- xii. The fees payable to the Arbitrator and the manner of payment of the fees shall be such as may be governed by the Fourth Schedule of the Arbitration and Conciliation Act 1996.
- xiii. The Courts in Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Contract and any award or awards made by Arbitration Tribunal hereunder shall be filed (if so required) in the concerned Courts in Delhi only.
- xiv. The language of the proceedings will be English.
- xv. This Arbitration Clause shall continue to survive termination, completion, or closure of the Main contract for 120 days thereafter.

12. JURISDICTION

This Empanelment Agreement shall be construed in accordance with and governed by the Laws of India. This Empanelment Agreement shall be deemed to have been conducted in Delhi where it has been signed and all obligations herein under shall be deemed to be located in Delhi and courts at Delhi will have Jurisdiction to the exclusion of all other courts for and on behalf of SECI. In case any dispute or difference shall arise between the parties during the subsistence of this agreement or after its termination or earlier termination, as to its meaning

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and construction or to any other matter or thing directly or indirectly under this Empanelment Agreement, the same shall be referred to said Jurisdiction.

13. SUCCESSFUL BIDDER INTEGRITY

The Successful Advocate/Law Firm is responsible for and obliged to perform the legal services allotted to it from time to time in accordance with the Empanelment Agreement with utmost due and reasonable care.

14. INFRASTRUCTURE

The Bidders (Advocate/law Firms) are required to maintain proper and adequate infrastructure such as office premises, number of junior advocates, assistants, clerks and fax, mobile phone, fixed phone, internet connection, etc during the period of empanelment.

15. RIGHT TO PRIVATE PRACTICE AND RESTRICTIONS

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

16. DISABLEMENTS

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

- a) Giving false information in the application for empanelment;
- b) Handing over the brief or matter to another Advocate/Law Firm without prior written permission of SECI;
- c) Failing to attend the hearing of the case without sufficient reason and prior information;
- d) Not acting as per SECI's instructions or going against specific instructions;
- e) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand;
- f) Misappropriation of the SECI's funds or earmarking, using the same towards his fee without SECI's permission.
- g) Threatening, intimidating or abusing any of SECI's employees, officers, or representatives;
- h) Making any of his associates or juniors appear on behalf of any of the opposite parties in cases/appeals related to SECI's without permission;
- i) Committing an act tantamounting to contempt of court or professional misconduct;
- j) Conviction of the Advocate/Law Firm in any offense resulting in arrest or detention or disbarment by the Bar Council;
- k) Passing on information relating to SECI's case on to the opposite parties or their advocate/Law Firm which is likely to cause damage to SECI's interests;
- l) Giving false or misleading information to SECI relating to the proceedings of the case;
- m) Frequent adjournment being obtained or not objecting to the adjournment moved by the other party without sufficient reason etc.

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

17. COMPROMISE/ CONCESSION ON BEHALF OF SECI

The empaneled Advocate/Law Firm shall not enter into 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 SECI.

18. DEBARMENT OF FIRMS FROM BIDDING

- a) A bidder shall be debarred if he has been convicted of an offense-
 - i. Under the Prevention of Corruption Act, 1988: or
 - ii. The Indian penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract
- b) A bidder debarred under sub- section (i) or any successor of the bidder shall not be eligible to participate the process of any procuring entity for a period not exceeding Three years Commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such a list which also be displayed on the website of DGS&D as well as Central Public procurement Portal.
- c) A Procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such a list which will also be displayed on their website.
- d) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

19. GENERAL CONDITIONS

- a) EoI is not an offer and application for empanelment does not confer any right/assurance whatsoever that they will be empaneled on the panel of SECI.
- b) The Advocate/Law Firm must have read all the terms and conditions set out in this EOI and accept the same without any deviation before applying.
- c) The Advocate/Law Firm that is on the current panel of SECI is also required to apply afresh to this notice.
- d) Mere submission of the Application and fulfilling of eligibility criteria does not entitle Advocate/Law Firm to empanelment.
- e) The Advocate/Law Firm shall be engaged only in cases where SECI is a necessary party. Proforma matters where SECI is a proforma party pending in different courts/tribunals may be taken care of by the officers of the Company. However, the Advocates may be engaged if deemed necessary.
- f) The size of the panel and the number of Advocates/Law Firms in the panel shall be determined by the Competent Authority from time to time based on the requirement and

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quantum of work. The volume of work shall be assessed on the basis of the pending cases in the preceding year and the fresh cases likely to be added in the succeeding year.

- g) Cases involving similar issues/points of law or otherwise interlinked or clubbed may be entrusted to the same Advocate/Law Firm as far as possible, while care shall be taken to avoid concentration of cases in the hands of one Advocate/a few advocates/law firms.
- h) SECI reserves the right to accept or reject any or all the applications at any stage of the process without assigning any reason thereof and no claim/dispute in this regard shall be entertained.
- i) SECI reserves the right to verify/cross-check the information furnished /submitted by the Advocate/Law Firm.
- j) Mere empanelment of the Advocate/Law Firm in SECI does not guarantee any award of work/assignment by SECI.
- k) Inclusion of name in the SECI panel shall not constitute an appointment or a right for an appointment to be made by the SECI. SECI reserves its right to terminate the such engagement at any time without assigning any reason thereof.
- l) SECI is authorized to empanel any Advocate / Law Firm of its choice and no right exists for an empaneled Advocate/Law firm to claim that they alone should be entrusted with SECI work.
- m) The Advocate/Law firm must agree to accept professional fees and other charges as per SECI schedule of fees.
- n) Panel Advocate/Law Firm should not use SECI name, symbol, etc. in their letterhead, signboard, nameplates, pamphlets, etc.; such as 'Legal advisor to SECI'/ 'Advocate for SECI', etc.
- o) The Advocates empaneled under these guidelines shall not be employees of SECI and therefore, shall not be eligible for any benefits available to employees of SECI
- p) SECI reserves the right to withdraw the brief at any stage of litigation from Advocate/Law firm without assigning any reason thereof. It is obligation of Advocate/Law Firm to hand over complete records to the SECI/Authorized Advocate/Law Firm. At no stage, the Advocate/Law Firm may withhold the NoC for transferring the matters out of the Advocate/Law Firm.
- q) Notwithstanding anything contained in the above guidelines for empanelment of Advocate/Law Firm in SECI, Managing Director (MD) SECI may relax, modify or extend any criteria to empanel or panel/de-panel any Advocate/Law Firm or empanel any Advocate/Law Firm on the recommendation of Head of Legal Division.
- r) SECI reserves its right to review the guidelines after six months and any decision taken by SECI will be binding on empaneled Advocate/Law Firm.
- s) If there is a change of advocate for any reason(s) whatsoever including the return of brief, then the new advocate is entitled to pro-rata payment depending upon the stage at which the matter is entrusted to the Advocate/Law Firm.

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- t) If after the commencement of the arbitration proceedings, the parties agree to settle the dispute mutually through conciliation or withdraw the arbitration, the advocates would be entitled to a pro-rata percentage of fees till the stage of arbitration. Similarly, wherever the court proceedings allow settlement between the parties and the parties so agree to settle the matter, the Advocates/Law Firms would be entitled to a pro-rata percentage of fees till the stage of the Court proceedings.

SECTION-V

FORMS & FORMATS

COVERING LETTER

(The covering letter should be on the Letter Head of the Advocate/Law Firm)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Advocate/ Law Firm)

Tel.#: _____

Fax#: _____

E-mail address# _____

To _____

**Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower- 2
East Kidwai Nagar, New Delhi- 110023**

Sub: Response to EoI Document..... date..... for EoI document for
..... at SECI.

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the EoI Document hereby submit our response to EoI Document. We confirm that in response to the aforesaid EoI Document, we including have not submitted more than one response to EoI Document including this response to EoI Document. We are submitting application for agency for at SECI.

1. We give our unconditional acceptance to the EoI Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the EoI Document, the same have been initialled by us and enclosed with the response to EoI Document.
2. We have submitted our response strictly as per (Forms & Formats) of this EoI, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the EoI Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
4. Familiarity with Relevant Indian Laws & Regulations:
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to EoI Document, in the event of our selection as Successful Bidder.
5. We are enclosing herewith our response to the EoI Document with formats duly signed as desired by you in the EoI Document for your consideration.

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6. It is confirmed that our response to the EoI Document is consistent with all the requirements of submission as stated in the EoI Document and subsequent communications from SECI.
7. The information submitted in our response to the EoI Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the EoI Document.
8. We hereby declare that our company has not been debarred/blacklisted by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
9. We confirm that all the terms and conditions of our EoI/Bid are valid for acceptance for a period of one hundred eighty (180) days from the date of opening of EoI.

10. Contact Person

Details of the representative to be contacted by SECI are furnished as under:

Name :
Designation :
Company :
Address :
Phone Nos. :
Mobile Nos.:
Fax Nos. :
E-mail address:

11. We have neither made any statement nor provided any information in this EoI/Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our EoI/Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

GENERAL PARTICULARS OF THE ADVOCATE/LAW FIRM

Name of the Advocate/Law Firm	
Registered Office Address	
Address of the Advocate/Law Firm	
e-mail	
Website	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., e-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Has the Bidder/Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work.	
Bank Details (Name, Account No., IFSC Code)	
PAN No.	
Whether the Advocate/Law Firm is having any conflict of interest from participating in the proposed empanelment	Yes No
GST ID (Proof to be submitted – GST No. acknowledgment OR e-mail from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

"NO DEVIATION" CONFIRMATION

To,

M/s Solar Energy Corporation of India Limited

Sub:

Bid No:

Dear Sir,

We understand that any 'deviation/exception' in any form may result in rejection of EoI/Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the EoI/Bid and we agree that if any 'deviation/exception' is mentioned or noticed, our EoI/Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**FORMAT FOR TURNOVER FOR LAST 03 (THREE) FINANCIAL YEARS IN CASE
OF LLP/COMPANY**

(i.e., Current financial year up to date of submission of EoI & 3 preceding financial years)

S. No.	Financial Year	Turnover	Remarks
1	2019-20		
2	2020-21		
3	2021-22		

In addition to the above, the Law Firm has to submit the following documents/information:

Copy of audited balance sheet(s) for last 03 Financial Years ending on 31st March 2022.

Date:

Signature of Chartered

Seal and Signature of Advocate/Law Firm

Accountant with Seal

Witnesses:

EoI for Empanelment of Advocates/Law Firms in SECI



Format-V

FORMAT FOR ACCEPTANCE OF SOR AND PAYMENT TERMS

Ref. No. _____ Date: _____
From: _____ (Insert name and address of Advocate/Law Firm)

Tel. #:
Fax #:
E-mail address #

To
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to EoI No. _____ dated _____ for _____.

Dear Sir/Madam,

I/We hereby undertake to accept and comply with the terms and conditions as stipulated in **Clause 1** of Section-IV (General Contract Conditions) under the title "SCHEDULE OF RATES AND PAYMENT TERMS" and Annexure-A of this EoI.

Place: _____ [Signature of Authorized Signatory of Bidder]
Date: _____ Name: _____
Designation: _____
Seal: _____

APPLICATION FOR EMPANELMENT AS AN ADVOCATE/LAW FIRM

1. Name of the Advocate/Law Firm:
2. Year of Establishment (Firm/LLP/Company): (With documentary evidence)
 - a. In case of Company/LLP, a certified copy of the certificate of incorporation.
 - b. In case of Partnership Firm, along with a certified copy of the Partnership Deed.
3. Years of experience as an Advocate: (Enrolment details- Copy of Bar Council license)
4. Courts/Forums/Tribunals where practicing:
5. Office Address details:
6. Contact No. of Advocate/Law Firm with e-mail Id:
7. Landline (if any):
8. Name(s) of the Managing Partner(s) (For Law Firms only):
9. Annual Turnover for past three financial years (FY 21-22, FY 20-21, FY 19-20): (To be supported by a certificate from the Auditor of the LLP/Company)
10. Details of the Following:
 - a. Service Tax No.
 - b. PAN No:
11. Names, address & experience details/Profiles of the Partner & other team members:
 - (i) Partner (ii) Principle Associate (iii) Sr. Associate(s) (iv) Associate(s) etc.
12. Areas of specialization:
13. Details of cases won in the applied area of specialization: (submit proof)
14. Details of office/chambers Pan-India: (submit proof)
15. Details of Achievement (s) and award(s), if any:
16. Other documents required as per the qualification criteria: (Submit Proof)
17. Other relevant documents, if any:

SCHEDULE OF RATES (SOR)

S. No.	Particulars of Legal Services	Category C (Rs.)		Category B(Rs.)		Category A (Rs.)	
		Principal Cities	Other Cities	Principal Cities	Other Cities	Principal Cities	Other Cities
1.	Fees for drafting of Writ Petition/ SLP/Plaint/ Counter Affidavit/Written Statement/ Replication/ Rejoinder etc	3360/-	2640/-	6720/-	5880/-	20160/-	16800/-
2.	Fees for drafting Miscellaneous Application/ Interlocutory Applications etc.	1620/-	1320/-	3000/-	2550/-	12000/-	10080/-
3.	Fees for appearing in Court/Arbitration Per day: a) Effective Hearing b) Non-Effective Hearing	For effective hearing 3360/-	For effective hearing 2400/-	For effective hearing 9360/-	For effective hearing 8400/-	For effective hearing 20400/-	For effective hearing 16800/-
		For non-effective hearing 50% of effective hearing					
4.	Fee for Conference,	1320/-	1200/-	2520/-	2040/-	8400/-	6720/-

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	discussion upto one hour or part thereof						
5.	Fee for written opinion inclusive of conference	1680/-	1200/-	8400/-	6720/-	20400/-	16800/-
6.	Fee for drafting agreement, Deed, other similar Legal Documents etc. (including conference)	2520/-	2040/-	6000/-	4800/-	20400/-	16800/-
7.	Fees for drafting Legal Notice Reply	1680/-	1200/-	4200/-	3360/-	NA	NA
8.	Fee for drafting and filing of Caveat Petition in any Court (Conference charges payable over and above the drafting/ filing charges)	1680/-	1260/-	4200/-	3360/-	NA	NA
9.	Fees for Injunction/ Declaration /Property suits etc. before District Court, rent matters before Rent Controller/ Tribunal and Labour Court/ Tribunal matters, IPR matters etc.	16800/- lump sum per case	12000/- lump sum per case	33600/- lump sum per case	25200/- lump sum per case	50400/- lump sum per case	37200/- lump sum per case

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10.	Recovery Suits before District Courts	Ad valorem fee payable	Ad valorem fee payable	Note: Payment is to be effected in three parts			
	A)			1) One third at the stage of filing			
	a) Value of Suit up to 2,00,000/-	(a)16800/- lump sum per case	(a)12000/- lump sum per case	2) One third at the stage of evidence			
	b) Value of suit from 2,00,000/- to 5,00,000/-	(b)33600/- Lump sum per case	(b)16800/- lump sum per case	3) One third at the stage of arguments			
	(c) Value of suit beyond 5,00,000/-	(c)50400/- lump sum per case	(c)25200/- lump sum per case				
	(B) Review, if any, arising out of (A)	25% of (A)	25% of (A)				
11.	Appeal/Revision etc. arising out of the recovery suit in High Court	Same as S. No. 4					
12.	Fee for outstation of any nature	1.5 times of the normal fee plus to and fro journey/ boarding, lodging and conveyance etc. would be payable as per actuals.	1.5 times of the normal fee plus to and fro journey/ boarding, lodging and conveyance etc. would be payable as per actuals.	1.5 times of the normal fee plus to and fro journey/ boarding, lodging and conveyance etc. would be payable as per actuals.	1.5 times of the normal fee plus to and fro journey/ boarding, lodging and conveyance etc. would be payable as per actuals.	1.5 times of the normal fee plus to and fro journey/ boarding, lodging and conveyance etc. would be payable as per actuals.	1.5 times of the normal fee plus to and fro journey/ boarding, lodging and conveyance etc. would be payable as per actuals.
13.	Land Acquisition Reference cases					NA	NA

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	of Land Acquisition Act						
	(i) For leading main case	(i) 8400/-	(i) 6720/-	(i) 12600/-	(i) 10920/-		
	(ii) In connected matters up to five cases	(ii) 840/- per case	(ii) 672/- per case	(ii) 1260/- per case	(ii) 1092/- per case		
	(iii) In connected matters more than five cases	(iii) 420/- per case	(iii) 336/- per case	(iii) 504/- per case	(iii) 420/- per case		
14.	Lump Sum charges for filing SLP/ Writ Petition/ Suit in the SC/HC/ District Court (Excluding court fees/ Stamp Duty and other government charges)	6000/-	4800/-	6000/-	4800/-	NA	NA
15.	Reading charges for reading all pleadings filed before the SC/ HC, District Courts, Tribunals, Arbitrator or any Judicial /Quasi-Judicial Forum**	6000/-	4800/-	6000/-	4800/-	NA	NA
16.	Clerkage	10% of S. No. 1 to S. No. 3 and S. No. 5 to S. No. 11 and S. No. 13					
17.	Out-of-pocket expenses	a) Up to Rs 1500/- per case without details b) Rs 1501/- onwards with details					

Note:

- 1) **One-time payment
- 2) The Court shall mean and include the Supreme Court of India/ All High Courts/ CERC/ APTEL/ District Courts (Civil and criminal)/Labour Courts/ Arbitration Forum/ Tribunals and other judicial/quasi-judicial authorities such as NCLT/ consumer forum, SEBI, Tax Authorities and includes Registrar of SC/HC.
- 3) Principal City shall mean and include Delhi, Mumbai, Bengaluru, Kolkata, and Hyderabad.
- 4) If an adjournment in a case is sought by the advocate due to his non-preparation, no fees will be allowed for such an appearance.
- 5) If the case is taken up and the court adjourns for some reason without any material hearing, it will be treated as a non-effective hearing.
- 6) In case the court is not in session/the judge is on leave on a day but the advocate is present, the hearing will be treated as a non-effective hearing.
- 7) For batch matters, full fees towards appearances for the first matter and 50% appearance fees for the second matter and 25% for the rest of the matters will be payable, in case the matters are listed on the same day.
- 8) Batch matters mean and include 02 (two) or more cases in which substantially identical questions of law or fact are involved. SLP/Appeal/Petition etc. are arising from one common judgment or order and they are heard together. Where two or more petitions/appeals of substantially identical questions of law or facts are involved or are arising out of common judgment or order.
- 9) In batch matters full drafting and reading charges shall be payable for the first matter and for the rest of the matters, drafting charges shall be payable @50%.
- 10) 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/Law Firm in a particular case. It shall also have the power to fix the fee for eventualities that have not been mentioned in the schedule or till the appropriate amendment is made in these guidelines by SECI
- 11) No retainer fee shall be paid to any panel Advocate/law firm merely because such advocate/firm has been empanelled.
- 12) If 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 entitled to a reasonable actual expense for a stay in hotel.
- 13) Reimbursement of miscellaneous expenses, not specifically covered in the fee schedule, shall be permitted on production of original bills/vouchers.
- 14) No separate drafting charges for any other item such as synopsis, List of Dates, Annexures to writs, etc. is permissible.

The empaneled Advocates/Law Firms shall send the bills shortly as per approved rates and complete them in all respects, preferably within three months of the hearing, etc.