



**THE INSTITUTE OF
Company Secretaries of India**
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

**EXPRESSION OF INTEREST FOR ENGAGEMENT OF ADVOCATES
ON RETAINERHSIP AND FOR EMPANELMENT**

Legal: 2017-18

Date: August 04, 2017

Important Date & Information		
1.	EOI Publish Date	04/08/2017
2.	Format of bid submitted	Hard copy
3.	Last Date for seeking clarifications, if any	11/08/2017
4.	Uploading of clarifications/ reply to Pre-bid queries on the ICSI Website:	14/08/2017
5.	EOI Validity	90 days from the date of submission
6.	Last Date of Submission of Applications	24-08-2017
7.	Address for submission of Applications	The Secretary The Institute of Company Secretaries of India, ICSI House 22 Institutional Area, Lodi Road New Delhi-110003
8.	Contact details	Mr. Satish Kumar, Executive (Law), Email id : satish.kumar@icsi.edu
9.	Institute's Website	www.icsi.edu



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**EXPRESSION OF INTEREST FOR ENGAGEMENT OF ADVOCATES
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1. The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980, to regulate and develop the profession of Company Secretaries. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India.
2. The ICSI conducts the Company Secretaryship Course on all India basis and awards the certificate bestowing the designation of Company Secretary (CS) to a candidate qualifying for its membership. The ICSI is the only recognized professional body in India for the regulation and development of the profession of Company Secretaries with the vision to be a global leader in promoting good Corporate Governance and with a mission to develop high calibre professionals facilitating good Corporate Governance. The ICSI has its headquarters at New Delhi and four regional offices in New Delhi, Chennai, Kolkata and Mumbai and has 69 chapters located in various cities all over India. The details of ICSI's Head Offices at Delhi and Noida and places of ROs/ Chapters are as under:

Particulars	ICSI Offices
Head Quarter	'ICSI House', 22 Institutional Area, Lodi Road, New Delhi – 110 003. Some Directorates are housed in ICSI's building at C-36 & C-37, Sector – 62, Noida – 201 301
Regional Offices	New Delhi, Mumbai, Chennai and Kolkata.
CCGRT Office	Centre for Corporate Governance, Research and Training (CCGRT) at Navi Mumbai.
Chapters in India	69 Chapters in various cities all over India.

3. Whereas all precautions are taken by the ICSI in regulation and development of profession of Company Secretary and its functioning, there are situations where ICSI's viewpoint is not appreciated by its stakeholders and persons dealing with it, and feeling dissatisfied, resort to litigation and go to the courts for adjudication.
4. In order to avail legal services in the court cases and day to day advice on the matters having legal implications, ICSI proposes to have on its record, a panel of Advocates for representing ICSI and its organs before Supreme Court/all High Courts/District Courts and other judicial and quasi – judicial authorities all over the country and for rendering advice on various issues/ matters involving legal interpretation/ implications. The complete details along with the guidelines for the same are available on the website of the Institute. The interested applicants may submit their applications in the specified format given in the Annexure –I, by 24th August, 2017.

Date: 04.08.2017

A K Srivastava
Director (Admin.& Purchase)

**PRESCRIBED DETAILS AND GUIDELINES REGARDING
EMPANELMENT OF ADVOCATES/ADVOCATES-ON-RECORD FOR
SUPREME COURT OF INDIA/ ALL HIGH COURTS/ LOWER COURTS
OF, DELHI, MUMBAI, CHENNAI & KOLKATA AND ADVOCATES ON
RETAINERSHIP BASIS FOR NEW DELHI.**

1. Eligibility, Qualification & Experience:

1.1 The Advocate should have a Bachelor degree in law from a recognized university and registration with the Bar Council. LLM is desirable.

1.2 The Advocate should have professional experience of court practice for not less than 10 years (may be read as 05 years for Advocate-on Record) in the respective court for which empanelment is sought, in various fields of laws especially in the areas of those concerning Constitutional law, Service law/ labour law, contract law, Commercial law, property laws, IPR laws, arbitration, disciplinary matters, RTI and Taxation etc.,

1.3. The Advocate should have his own office at the location from where he would like to empanel himself.

1.4 The Advocate should have good communication, representation, drafting and analytical skills.

The applicant advocates shall enclose the documentary proof of fulfilling the eligibility criteria along with application.

2. Terms of Appointment:

2.1 The term of appointment of the Advocates shall be for a period of three years and renewable for another period of three years on the mutually agreed terms and conditions subject to satisfactory performance/handling of cases of the ICSI. The engagement of the Advocates on retainership basis may be terminated at any time by the appointing authority after due notice without assigning any reason. The empanelment shall not confer as right. The allocation of cases / opinion work shall be solely at the discretion of the Institute of Company Secretaries of India (herein after referred to as 'the ICSI'. Upon termination or non-renewal of empanelment, as the case may be, the Advocate shall return the brief/(s) allocated to him to ICSI along with all documents/records connected thereto with no objection certificate.

3. Categories of Cases

3.1 Court matters

Category-I Important Matters: Cases where any enactment, notification or any order and / or any Judgment that would affect the Company Secretaries Act, 1980, Rules or Regulations made there under and where any adverse decision may have serious consequences for the Company Secretary profession and/or the ICSI.

Category-II Ordinary Matters: Cases where the petitioner has impleaded ICSI as one of the respondents and ICSI has only to furnish certain facts/records to the Court/ authority.

Category-III Performa Matters: Cases where ICSI is impleaded as one of the respondents, but no relief is sought from it.

Category IV Criminal matters: Criminal cases filed against and / or on behalf of the ICSI.

Category-V Appeal Matters and Tribunals: Cases filed before Appellate Authority under Section 22 E of the Company Secretaries Act, 1980 against the orders passed by Disciplinary Authorities of ICSI against its members.

Other Matters

Category-VI Arbitration matters: Matters wherein the arbitration clause of the agreement/ contract is invoked by the ICSI and / or the other parties to the arbitration agreement.

Category-VII Legal Opinion: Legal Opinion in matters where the Council of the ICSI or any Committee or any Department deems fit, matters wherein the provisions of the Company Secretaries Act, 1980, Rules or Regulations made there under require interpretation, matters of importance to the profession of Company Secretary and/or the ICSI, matters wherein monetary liability of the ICSI may arise, matters in relation to interpretation of any statute that may affect ICSI and scrutiny and examination of title search reports & connected documents of immovable property and legal opinion on the title/ownership over the same, in respect of properties proposed to be purchased by the ICSI for its Offices/ROs/Chapters.

Category-VIII Deeds and Documents: Drafting of Templates /Vetting of deeds and documents including, but not limited to, tenders, LOI, request for proposals, expression of interest SLAs pre-qualification bid document, agreements, MOUs, conveyance deeds, etc. or any other matters.

Schedule of fees:

A. Supreme Court of India

Service to be rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal matters
Appearance at the time of				
i) admission (perday per case)	Rs.18,000/-	Rs 15,000/-	Rs 8,000/-	Rs. 15,000/-
ii) Final(per dayper case)	Rs.25,000/-	Rs 18,000/-	Rs 8,000/-	Rs.20,000/-
iii)Miscellaneous applications(percase)	Rs.10,000/-	Rs 6000/-	Rs 4000/-	Rs10,000/-
iv)non-effective (per day per case)	Rs. 3000/-	Rs 2500/-	Rs 2000/-	Rs3000/-
Preparation Andfiling of Writs,Other petitions,SLP, Appeals,originalsuits, CounterAffidavit etc.	Rs 12,000/-	Rs.10,000/-	Rs.8,000/-	Rs.12,000/-
Preparation and filing of additional affidavit/ Misc. application, Replies and other pleadings.	Rs 6,000/-	Rs 6,000/-	Rs 6,000/-	Rs 6,000/-
Settling of pleadings	Rs 10,000/-	Rs8,000/-	Rs 5,000/-	Rs 10,000/-
Conference Charges for first two hours and thereafter @ Rs. 1,100/- per hour or part thereof	Rs. 2100/-	Rs 2100/-	Rs 2100/-	Rs 2100/-

Misc. Expenditures and Clerkage	Actuals and Clerkage 10% of professional charges	Actuals and Clerkage 10% of professional charges	Actuals and Clerkage 10% of professional charges	Actuals and Clerkage 10% of professional charges
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B. High Courts/ Benches/NCDRC, CIC, NCLT, NCLAT/Other Equivalent Tribunals.

Service to be rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal matters
Appearance at the time of i) admission per day per case	Rs 10,000/-	Rs 6,000/-	Rs 3,000/-	Rs 10000/-
ii)Final(per day per case)	Rs 18,000/-	Rs 12000/-	Rs 6,500/-	Rs 15,000/-
iii)Miscellaneous applications (per case)	Rs 6,000/-	Rs 5,000/-	Rs 3,000/-	Rs 6,000/-
iv)non-effective	Rs 3000/-	Rs 1100/-	Rs 1100/-	Rs 3000/-
Preparation and filing of Writs, Other petitions, Appeals, original suits, Counter Affidavit etc	Rs 10,000/-	Rs 8,000/-	Rs 5,000/-	Rs 6000/-
Preparation and filing of additional affidavit/ Misc application, Replies and other pleadings	Rs 5000/-	Rs 3,000/-	Rs 2,500/-	Rs 5000/-
Settling	Rs 6000/-	Rs 5000/-	Rs 3000/-	Rs 6000/-

Pleadings				
Conference charges/ per hour	Rs 2100/- for first two hours and thereafter Rs. 1,100/- per hours or part thereof.	Rs 1100/- For first two hours and thereafter @ Rs. 550/- per hour or part thereof.	Rs 1,100/- For first two hours and thereafter Rs. 550/- per hour or part thereof.	Rs 2100/- For first two hours and thereafter Rs. 1,100/- per hour or part thereof.

C. Commission(s)/Consumer Forum(s)/ District Courts

Service to be rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal matters
Appearance				
i)Effective:	Rs5000/-	Rs 4000/-	Rs3000/-	Rs5000/-
ii)Non-effective:	Rs 2,000/-	2,000/-	2,000/-	Rs2,000/-
Preparation and filing of suits, appeals Counter Affidavit rejoinder affidavit	Rs 4,500/-	Rs3,500/-	Rs3,500/-	Rs 4,500/-
Preparation And of additional affidavit/ Misc. application, Replies and pleadings.	Rs 2,500/-	Rs 2,000/-	Rs 2,000/-	Rs 2,500/-
Conference charges/day	Rs 1100/- for first two hours and thereafter Rs. 800/- per hour or part thereof.	Rs 2100/- for first two hours and thereafter Rs. 1,500/- per hour or part thereof.	Rs 2100/- for first two hours and thereafter Rs. 1,800/- per hour or part thereof.	Rs 2100/- for first two hours and thereafter Rs. 1,100/- per hour or part thereof.

Fees for outstation excluding NCR	Rs 6000/- per day	Rs 6000/- per day	Rs4000/- per day	Rs 6000/- per day
Hotel stay expenses	Equivalent to Joint Director/ Director in the ICSI depending upon the seniority of the Advocate concerned.			
Outstation conveyance	Equivalent to Joint Director / Director in the ICSI depending upon the seniority of the Advocate concerned.			
Misc. expenditure and clerkage	Actuals and Clerkage 10% of professional charges	Actuals and Clerkage 10% of professional charges	Actuals and Clerkage 10% of professional charges	Actuals and Clerkage 10% of professional charges

CATEGORY –V, Appeal matter, Tribunals or other Authorities:

Service	Fees
Appearance at the time of	
i) admission (per day per case)	Rs 5000/-
ii) Final(per day per case)	Rs 10,000/-
iii)Miscellaneous applications (per case)	Rs 5,000/-
iv)non-effective	Rs 2,000/-
Preparation and filing of replies, affidavits, additional affidavit/ Misc application, Replies and other pleadings etc	Rs5000/-
Conference charges/day	Rs 1100/- for first two hours thereafter Rs. 550/- per hour or part thereof.
Fees for outstation excluding NCR	Rs 6000/- per day
Hotel stay expenses	Equivalent to Joint Director / Director in the ICSI depending upon the seniority of the Advocate concerned.
Outstation conveyance	Equivalent to Joint Director / Director in the ICSI depending upon the seniority of the Advocate concerned.
Misc. Expenditure and clerkage	Actuals and Clerkage 10% of professional charges

E. Category- VI Fees for Arbitration proceedings:

Service	Fees
Appearance i) Effective: ii) Non effective:	Rs 5000/- Rs 1100/-
Preparation and filing of application and replies. Preparation and filing of other pleadings. Conference charges/day	Rs 3000/- Rs 1500/- Rs 1100/- for first two hours thereafter Rs. 550/- per hour or part thereof.
Fees for outstation	Rs 6000/- per day
Hotel stay expenses	Equivalent to Joint Director / Director in the ICSI depending upon the seniority of the Advocate concerned.
Outstation conveyance	Equivalent to Joint Director / Director in the ICSI depending upon the seniority of the Advocate concerned.
Misc. expenditure and clerkage	Actuals and Clerkage 10% of professional charges

'Effective Hearing' shall mean a hearing in which either one or both or all the parties involved in a case are heard by the court. If the case is only mentioned and adjourned or only directions are given or judgment is pronounced, it would not constitute an effective hearing for the purposes of these guidelines but as non-effective hearing.

F. Category- VII Fees for Legal Opinion

For written legal opinion on various documents and other issues related to ICSI, including disciplinary matters related to employees and members of the Institute an amount of Rs.10,000/- will be paid for each of the opinion(s) in addition to typing charges on adhoc basis and clerkage @ 10%. In exceptional cases, the fee for providing legal opinion shall be on the mutually agreed professional charges with the approval of the competent authority of the ICSI

G. Category- VIII- Fees for drafting of templates, /Vetting of Title Documents, Deeds, MOUs Agreements and other Documents:

For drafting of templates, /Vetting of Title Documents, Deeds, MOUs Agreements and other Documents and due diligence in respect of immovable property including but not limited to tenders, request for proposals, expression of interest, pre-qualification bid document, agreements, LOI, conveyance deeds etc. a

lump sum amount as mutually agreed shall be paid to the Advocate subject to the maximum amount as given below:

Subject matter involving financial(s)	Fees
Up to 20 Lakhs	Rs. 10,000/-
Between 20 Lakhs and 50L	Rs. 15,000/-
Between 50 Lakhs and 1 Crore:	Rs. 20,000/-
Between 1 Crore to 10 Crores	Rs. 25,000/-
Between 10 Crores to 20 Crores	Rs. 35,000/-
Beyond 20 Crores	Rs. 45,000/-

In case the legal vetting of the aforesaid documents/ deeds title documents and due diligence in respect of immovable property is to be get done through senior advocate. The professional charges for the same shall be as mutually agreed with the senior and with the approval of the competent authority.

H. Increment of fee Schedule

The Schedule of fees as indicated above for the Advocates on retainership basis and on panel shall be subject to revision after the expiry of two years from the date of engagement, by maximum of 15% with the approval of the competent authority of the ICSI

4. General Terms & Conditions:

- 4.1 Two or more cases substantially identical/similar questions of law or facts are involved and where the main difference is in the names, position, addresses of the parties concerned, amount of money involved etc., where the common or identical Judgment are delivered irrespective of the fact whether all the cases are heard together or not, the Advocate shall be paid the full fee in the main case and 50% of the fee in each of the connected case.
- 4.2 If more than one matter of similar nature is listed in the same court on the same day, the Advocate shall be paid full fee as entitled in the first case and 50% of the fee as entitled in each of the other cases.
- 4.3 Effective hearing for the purpose of claiming appearance fee in a case means a hearing in which one or both the parties involved in a case are heard by the court. If the matter is called in its turn and the Advocate is present to represent the ICSI and the Court/Tribunal listens to the submissions made by him or by other side or by both and if, thereafter, the Court/Tribunal adjourns the matter, that will be an effective hearing. If the case is mentioned and adjourned or only directions are given or only judgment is delivered by the Court/Tribunal, it would not constitute an effective hearing but will be termed as non-effective hearing.
- 4.4 No fee will be paid in cases which were got adjourned by the Advocate without the directions from ICSI and / or on his personal grounds / difficulty.

- 4.5 Only one set of fee shall be payable on behalf of all the parties involved from the ICSI .
- 4.6 If a senior advocate of extra ordinary repute is engaged to defend/contest any case for the Institute, his charges will be negotiated in advance and prior approval of the competent authority will be taken before such engagement.
- 4.7 In any case if more than one lawyer (excluding Senior Advocate) is engaged in Supreme Court/High Court, in that case main lawyer will receive the charges as indicated herein above and assisting lawyer will be paid @ 50% of the fee paid to main lawyer.
- 4.8 If the Advocate is required to go out of town in connection with the High Court case, he will be entitled to claim TA/DA as applicable to the officers of ICSI at the level of Joint Director/ Director depending upon the seniority of the Advocate concerned.
- 4.9 No Conference/Opinion charges shall be paid if discussion /meeting is held with lawyer in a matter related to on-going case in any of courts in which that lawyer is engaged as an Advocate of the ICSI. However, if he is called to ICSI Office for discussion/meeting/conference, he shall be entitled to claim TA/DA as applicable to the officers of ICSI at the level of Joint Director or Director depending upon the seniority of the Advocate concerned.
- 4.10 The Advocate will have the right to do his private practice, which should not, however, interfere with the efficient discharge of his duties as an Advocate on retainer basis for ICSI. The Advocate shall not advise any party in or accept any case against ICSI in which he has appeared or is likely to be called upon to appear or advice or which is likely to affect or lead to litigation against the ICSI.
- 4.11 The efficiency, competency and integrity are the criteria for appointment as ICSI'S Advocate ON RETAINERSHIP or empanelment with the ICSI. The Advocate should be agreeable to Institute's all terms and conditions indicated in this EOI regarding payment of fees, charges, submission of pleadings / petitions etc. for approval to the ICSI and other
- 4.12 The ICSI's Advocates on retainer basis/empanelled Advocates shall not use Institute's name, symbol etc. on their letterhead, signboard, nameplates, pamphlets, etc., such as 'Legal advisor to ICSI'/ 'Advocate for ICSI', etc.

5. EMPANELMENT OF ADVOCATES ON RETAINERSHIP BASIS

Appointment of Advocates on Retainership basis:

- 5.1 The Institute shall empanel 2 (two) Retainer Advocates having minimum of 10 years Post Qualification experience of practise at various courts at New Delhi and NCR and an office at Delhi on fixed yearly Retainership fees of Rs. 1,24,000/-. (Rupees One Lakh Twenty Four Thousand only). The Annual Retainership Fee shall be paid by the ICSI in two equal instalments of Rs. 62,000/- each on 1st April and 1st October each year.

- 5.2 In case the retainer Advocate is required to go out station in connection with the Court case, he shall be entitled to claim TA/DA as applicable to the officers of ICSI at the level of Joint Director / Director depending upon the seniority of the Advocate concerned.
- 5.3 The Retainership fees shall be revised maximum by 15% on the expiry of two years with the approval of two competent authority of the ICSI subject to satisfactory performance.
- 5.4 The Retainer Advocate shall be required to visit the head office of the Institute minimum 3 days a week after the court hours, as and when required . In case of any urgency, he may be required to visit at timings as mutually agreed. He shall be paid a consolidated sum of Rs. 1,000/- (Rupees One Thousand only per visit for reimbursement of conveyance charges.
- 5.5 The term of appointment of the Retainer shall be for a period of three years and renewable for another three years and so on subject to satisfactory performance/handling cases of the Institute and approval of the competent authority. The appointment of the Retainer may be terminated by the appointing authority without assigning any reason with prior notice of one month. The empanelment shall not confer as right. The allocation of work shall be at the sole discretion of ICSI.
- 5.6 The Advocate should have his own office at Delhi / New Delhi.

6. Scope of Work of Advocate on Retainership:

- 6.1 Rendering Legal Advice (oral & written) to the ICSI as and when required, including disciplinary matters pertaining to employees and members of the Institute.
- 6.2 Scrutiny and examination of title documents search reports & connected documents of immovable property and legal opinion on the validity of title/ownership over the same.
- 6.3 Drafting and sending legal notices, show Cause Notice etc. on behalf of ICSI and replies to the legal notice/ show cause notices, if any, received by ICSI.
- 6.4 Drafting/Vetting of deeds, MOUs SLAs, and other document etc.as and when required by any Department of ICSI
- 6.5 Representing ICSI in matters before Appellate Authority constituted under Section 22 E of the Company Secretaries Act, 1980 as and when required.
- 6.6 Representing ICSI in matters covered under Category II & Category III matters in Delhi and (NCR) region as and when required.
- 6.7 Assisting and briefing Senior Advocates appointed by ICSI in any matter.
- 6.8 Attending conferences with Advocates on behalf of ICSI and with Senior

- Management of Institute as and when required.
- 6.9 Vetting of pleadings, counter affidavits, replies etc. to be filed by ICSI in some matters before the Court/ Tribunals/ Commissions/ judicial/ quasi-judicial authorities etc. as and when required.
 - 6.10 Keeping the ICSI informed of the important developments in cases from time to time, particularly with regard to settling of drafts, filing of papers, dates of hearing of cases, supplying of copies of judgments etc.
 - 6.11 Any other work of legal nature assigned from time to time.
 - 6.12 In addition to retainership fee, the retainer Advocate shall also be entitled to the payment of professional fees as per the schedule of fees mentioned in para 3 above in respect of the cases that will be assigned, references made to him for providing legal opinion and for rendering services of the nature mentioned except in the cases of oral advice when no additional payment shall be made.
 - 6.13 Attending meeting of Internal Committees of ICSI or Council as and when required.

7. EMPANELMENT OF ADVOCATES FOR CASE TO CASE BASIS

7.1 The ICSI shall empanel 5(Five) in Delhi NCR and 1(one) each in other metros (Mumbai, Chennai and Kolkata) Advocates having minimum of 10 years Post Qualification experience of practising at various courts in respective metros.

7.2 In case the empanelled Advocate is required to go out of place of appointment in connection with the Court case, he will be entitled to claim TA/DA as applicable to the officers of Institute at the level of Joint Director/ Director depending upon the seniority of the Advocate.

7.3 The empanelment shall be for a period of three years and renewable for another three years and so on subject to satisfactory performance/handling of cases of the Institute with the approval of the competent authority. The empanelment of Advocate may be discontinued at any time by the Institute without assigning any reason. The empanelment shall not confer as matter of right the assignment of cases of ICSI. The allocation of work shall be at the sole discretion of ICSI.

8. PAYMENT:

- 8.1 The bills shall be submitted to ICSI in triplicate along with Gist of proceedings, or a copy of order/ judgment where it is necessary in case the claim is for appearance fee. In the case of claim being for an opinion sought by the ICSI, a copy of the reference letter should be enclosed.
- 8.2 The claim for reimbursement of expenditures for outstation conveyance, boarding & lodging shall be settled on production of tickets and hotel bills.
- 8.3 ICSI will make payments of all bills within a period of one month from its submission if the bills are complete in all respects.
- 8.4 The payments would be made subject to TDS as applicable from time to time.

9. Confidentiality of Information

9.1 During the term of the agreement / empanelment and thereafter, any ICSI's Confidential Information received by the Law Firm, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to any other without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the Law Firm shall promptly notify the ICSI in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

10. TERMINATION

10.1 Either party may terminate Retainership Empanelment Agreement by giving a two months' notice in writing to the other party for termination of agreement.

10.2 The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving one month notice in writing in case Retainer Advocate fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Retainer Advocate.

10.3 Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Retainer Advocate during the period of termination notice and the same must be satisfied before agreement is terminated. The ICSI may also put in place any other Advocate for carrying out the remaining work.

11. General Terms & Conditions for Retainer Advocate/ Empanelled Advocate:

11.1 The Advocate will take necessary steps to protect the interest of ICSI in matters entrusted to him from time to time.

11.2 Engagement does not confer any right or claim that the retainer Advocate shall alone be entrusted with the work of ICSI.

11.3 The Institute may, at any time, at its discretion, withdraw from the retainer Advocate any proceedings/matter/brief.

11.4 The Advocate shall keep the Institute informed regarding the developments

in the matters entrusted to him.

- 11.5 In case more than one Advocate is engaged, the Institute will allocate the work and assign the cases amongst them.
- 11.6 Professional fee are exclusive of applicable statutory taxes, levies, charges, surcharges etc.
- 11.7 All selected advocates automatically agree with ICSI for honouring all aspects of fair trade practices in executing the works assigned by ICSI.
- 11.8 The legal support to ICSI will be provided throughout the country and the period for which the support is required will be indicated by ICSI from time to time.
- 11.9 The retainer Advocate shall not use Institute's name or symbol, logo on his letter heads, sign boards name plates etc.

12. REMOVAL OF DIFFICULTY:

In the matter of implementation of these guidelines, if any doubt or difficulty arises or doubt regarding the interpretation of any of the clause of these guidelines, the same shall be placed before the Secretary or President of the ICSI and the decision of Secretary or President there upon shall be final.

13. SELECTION PROCEDURE:

13.1 All desirous Advocates fulfilling the eligibility criteria shall submit their applications for retainer empanelment available on the website within 14 days of the advertisement for consideration of their candidature for the said empanelment. Applications received after stipulated date and time shall not be entertained.

13.2 Incomplete applications shall be rejected outrightly. Please note that all the information as required needs to be provided.

13.3 During evaluation of the applications, the ICSI may at its discretion, ask the applicant for clarification and the same has to be provided within the time period i.e. minimum one day OR as specified by the ICSI and in case of a default it will be deemed that applicant has no clarification to submit and the application is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing.

13.4 The applications received will be short listed. The Institute reserves the right to decide the criteria of short-listing.

13.5 The short listed Advocates shall be called for interaction and intimation in this regard will be communicated as per correspondence address or email provided by the Advocate(s). Advocate(s) shall be required to submit their 2 recent passport size photos and certified copies of the credential documents and certificates along

with the duly signed hard copy of the online form submitted by them and also produce their originals at the time of interaction for verification. No TA/DA will be admissible for attending the said interaction.

13.6 The acceptance of application shall rest with the ICSI. The Institute reserves the right to postpone or cancel the process of Empanelment. The application submitted by any Advocate will not bind the Institute to necessarily consider him/her for empanelment.

13.7 The ICSI shall have the right to assess the competencies and capabilities of the applicant by going through the credentials given in the application and on the basis of such credentials. The ICSI may reject the candidature of the Applicant without assigning any reason. The ICSI reserves the right to accept or reject any application without assigning any reason whatsoever and decision of the ICSI in this regard shall be final.

The Application Format is given in the Annexure-I.



Annexure-I

APPLICATION FORMAT FOR EMPANELLEMENT OF ADVOCATES & RETAINERSHIP

(Please strike out which is not required, RETAINERSHIP/EMPANELLEMENT)

(in case of Empanelment, for which city- _____)

- 1) Name in Full (In BLOCK LETTERS) _____
- 2) Father's Name _____
- 3) Date of birth, _____
Age (as on date of application) _____
- 4.) Address:
(a) Correspondence: _____

(b) Permanent: _____

(c) Tel. No. _____
(d) Mobile No. _____
(e) email id: _____
- 5) Applying for: _____
- 6). Educational qualifications in reverse chronological order:

Name of University/Equivalent Institution	Degree	Year of Passing	Percentage of marks obtained

Enclose self attested copies of Certificate

- 7) Date of Enrolment, Name of Bar Council: _____
(Enclosed attested copy of enrolment certificates) _____

- 8) Period of practice _____
- 9) Present Occupation/Profession/Service _____
- 10) Professional Income/Emoluments for the last three years (year wise) _____
- 11) Details of Experience/practice _____
- 12) Area of practice _____
- 13) Specialization, if any (constitution/taxation/service/civil/criminal etc.)
 The details of a few important cases the advocate has dealt with/handled and reported judgement if any.

- 14) Whether Central/State Govt. Counsel/pleader (indicate period)

- 15) Brief list of clients e.g. Govt./organizations/Institutes or Autonomus body/PSUs
 (Enclose the documentary evidence)

- 15) The courts where the Advocate is regularly practising
 (Enclose attested copy of Bar Association Membership Certificate)

- 16) Date of enrolment as an Advocate – on – record of the Supreme Court and Registration No.

- 17) Income Tax PAN number (Enclose Copy of PAN Card)

- 18) A brief note on suitability for empanelment or Retainership. (Separate page may be attached)

I declare that I have never been penalized by any Bar council in any Disciplinary Proceedings. I also undertake to maintain absolute secrecy about the cases of the Institute as required under the Act, rules and Regulations made sthereunder.

Signature of Advocate

Address(office & residence/chamber)

Tel. No.

Mob. No.

Fax No. & E-mail IDs

Disablements:

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

- (i) Giving false information in the application for empanelment;
- (ii) Handing over the brief or matter to another advocate without prior written Permission of the Institute;
- (iii) Failing to attend the hearing of the case without sufficient reason and prior information;
- (iv) Not acting as per the Institute's instructions or going against specific instruction;
- (v) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand;
- (vi) Misappropriation of the Institute's funds or earmarking, using the same towards his fee without Institute's permission.
- (vii) Threatening, intimidating or abusing any of the Institute's employees, officers, or representatives.
- (viii) Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/ appeal related to Institute without permission.
- (ix) Committing an act tantamounting to contempt of court of professional misconduct;
- (x) Conviction of the Advocate is any offence resulting into arrest of detention or disbarment by the Bar Council;
- (xi) Passing on information relating to the Institute's case on to the opposite parties or their advocates which is likely to cause damage to the Institute's interest;
- (xii) Giving false or misleading information to the Institute relating to the proceedings of the case; and
- (xiii) Frequent adjournment being obtained or not objecting the adjournment moved by other party without sufficient reason;

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

Notwithstanding anything stated herein above, the Institute reserves its right not to empanel any advocate even on fulfilling the eligible criteria or postpone or cancel the process of Empanelment or terminate the empanelment of any advocate at any time for the Institutes as well as for its Regional Councils and Chapters without assigning any reasons in this regard.