

EOI for Engagement of Law Firm for Service Matters

EXPRESSION OF INTEREST (EOI)

FOR

**ENGAGEMENT OF LAW FIRM FOR PROVIDING LEGAL SERVICES IN RELATION TO THE
SERVICE MATTERS OF THE STATE GOVERNMENT OF HIMACHAL PRADESH**



ISSUED BY:

**HIMACHAL PRADESH INFRASTRUCTURE DEVELOPMENT BOARD,
NEW HIMRUS BUILDING, CIRCULAR ROAD
SHIMLA - 171 001, HIMACHAL PRADESH-INDIA
PHONE: (0177) 2626696, 2627312 FAX NO. (0177) 2627696 EMAIL: HPIDB-HP@NIC.IN**

August, 2024

EOI for Engagement of Law Firm for Service Matters

Expression of Interest (EOI) inviting Applications for Engagement of Law Firm for providing legal services in relation to the Service Matters of the State Government of Himachal Pradesh

Himachal Pradesh Infrastructure Development Board (HPIDB) proposes to select and engage a Law Firm for GoHP for providing legal advisory support for service law/ employment law/ labour law related matters including court cases concerning service law/ employment law/ labour law involving GOHP and its Boards, Corporations, Public Sector Enterprises etc. Sealed Expression of Interest (EOI) is invited in prescribed format from Law Firms for the aforesaid purpose. The EOI document containing detailed guidelines for submission requirements and application format can be downloaded from the website of HPIDB at <https://himachalservices.nic.in/hpidb>

The response to this EOI can be submitted through Regd.AD/Speed Post/ By-hand in a sealed envelope super-scribed with "**Envelope 1 – Technical Bid for Engagement of Law Firm for Service Matters**" in the prescribed format along with all supporting documents including Appendix 1 and Appendix 2 on or before 03.09.2024 latest by 15:00 hours to the Office of the General Manager, HPIDB, New Himrus Building, Circular Road, Shimla-171001, Himachal Pradesh. The Applicant in addition to the hard copy submission shall also scan the Technical Bid and upload the same in a pen drive which will also be submitted as a part of the Technical Bid in **Envelope 1**. Application submitted through E-mail/Ordinary Post will not be accepted. Simultaneously, the Financial Bid shall also be submitted in a separate envelope super-scribed with "**Envelope 2 – Financial Bid for Engagement of Law Firm for Service Matters**". EOI comprising of Envelope 1 and Envelope 2 aforesaid shall be sealed and submitted in a single large envelope super-scribed "**EOI for Engagement of Law Firm for Service Matters**". EOIs received after the stipulated date and time of submission of EOI and not in accordance with guidelines shall be summarily rejected.

The General Manager,
Himachal Pradesh Infrastructure Development Board (HPIDB),
New Himrus Building, Circular Road
Shimla - 171 001, Himachal Pradesh-India
Phone No.: 0177-2626696
Email: hpidb-hp@nic.in

(Deepak Bhardwaj)
General Manager
HPIDB

EOI for Engagement of Law Firm for Service Matters

- A. SCOPE OF WORK FOR LAW FIRM FOR PROVIDING LEGAL ADVISORY SUPPORT FOR SERVICE LAW/ EMPLOYMENT LAW/ LABOUR LAW RELATED MATTERS INCLUDING COURT CASES CONCERNING SERVICE LAW/ EMPLOYMENT LAW/ LABOUR LAW INVOLVING GOHP AND ITS BOARDS, CORPORATIONS, PUBLIC SECTOR ENTERPRISES ETC.**
1. The Law Firm will assist the GOHP by way of establishing a Legal Support Unit (LSU) at Shimla for executing the following Scope of Work:
 - i. Study, examine and analyze representations, correspondence, legal notices, replies etc. concerning service law/ employment law/ labour law matters involving GOHP and its Boards, Corporations, Public Sector Enterprises etc. referred to it, and provide strategic and legal advisory services, legal drafting & vetting services in relation thereto.
 - ii. Review the records of court cases/ petitions/ pleadings against GOHP and its Boards, Corporations, Public Sector Enterprises etc. and other documents pertaining to service law/ employment law/ labour law matters or any other cases referred to it, including decided cases as well as cases pending before various courts including Hon'ble Supreme Court of India, Hon'ble High Court of Himachal Pradesh, Labour Courts, Employment Tribunals, Departmental Authorities etc.
 - iii. Make assessment and analyze the financial implications arising out of the litigation/ court matters pertaining to service law/ employment law/ labour law.
 - iv. Provide strategic advice regarding the stand to be taken by GOHP and its Boards, Corporations, Public Sector Enterprises etc. in various service matters, including providing advice/ legal opinion regarding matters/ cases recommended to be compromised/ settled out of court, wherein the Law Firm holds the view that contesting a matter/ case shall be detrimental to the financial or other interests of GOHP, its Boards, Corporations, Public Sector Enterprises etc.
 - v. Provide reports regarding progress/ status of litigation matters assigned to it for monitoring and providing advisory support.
 - vi. Carry out legal research including relevant case laws and precedents to support the contentions and stand of GOHP and its Boards, Corporations, Public Sector Enterprises etc. in various service matters.
 - vii. Provide advice on legal issues and assist in drafting replies to the petitions filed against GOHP and assist in drafting pleadings including written submissions, rejoinders etc. to be filed before courts on behalf of GOHP.
 - viii. Highlight the legal discrepancies, relevant facts, issues involved and legal elements that may influence the outcome of a case positively or negatively.

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- ix. Provide such other legal services as may be requested by GOHP/ HPIDB from time to time in relation to service law/ employment law/ labour law matters involving GOHP and its Boards, Corporations, Public Sector Enterprises etc.
- x. Preferably possess the ability to provide support in relation to the service law/ employment law/ labour law cases of GOHP before Hon'ble Supreme Court of India through its functional office at New Delhi having an Advocate-on-Record (AOR) of Hon'ble Supreme Court of India and other lawyers based at the New Delhi office on full time basis.
- xi. Preferably possess the ability to provide back end support to the Shimla based LSU in relation to the service law/ employment law/ labour law cases of GOHP before the Hon'ble High Court of Himachal Pradesh and any other courts/ tribunals in Himachal Pradesh through its functional office at Chandigarh tricity.

B. RESPONSIBILITIES OF GOHP

- i. To provide Office Premises at Shimla for the LSU including Office Furniture, Office Equipment such as computers, printers, scanner, xerox machine, internet modem, Consumables such stationary, cartridges for printing & xerox and Utilities such as electricity, water & internet.
- ii. GOHP will facilitate the LSU by providing copies of petitions filed against it in various Courts including the Hon'ble High Court of Himachal Pradesh and Hon'ble Supreme Court including related case records immediately after the same is received by GOHP from the Court.
- iii. GOHP will depute concerned officers/ officials for discussion on the matter under review. It shall provide the necessary documents required by the LSU for review/advise on the legal issues

C. COST OF BIDDING

- i. The cost of EOI document shall be submitted in the form of Demand Draft of an amount equivalent to INR 5000/- (Indian Rupees Five Thousand only) plus 18% GST, in favour of "**HP Infrastructure Development Board**". The cost of EOI document is non-refundable.
- ii. Earnest Money Deposit

EOI should necessarily be accompanied by Earnest Money Deposit (EMD) for an amount of INR 5,00,000/- (Rupees Five Lakh) in the form of Demand Draft in favour of "**HP Infrastructure Development Board**", of any scheduled bank, payable at Shimla, Himachal Pradesh.

The EMD shall be valid for a period of 75 days from the last date of receipt of EOIs as notified by HPIDB. EMD submitted by the Successful Applicant Law Firm shall be returned within 2 weeks of signing of the Legal Services Agreement between

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HPIDB and the Successful Applicant Law Firm.

Law Firms registered as MSMEs with the Ministry of Micro, Small and Medium Enterprises shall be exempted from payment of EMD, subject to submission of Udyam Registration Certificate as a part of EOI.

EMD shall be forfeited in the following cases:

1. if any information or document furnished by the Applicant Law Firm is found to be misleading or untrue in any material respect during the evaluation of EOI; and
2. if the Successful Applicant Law Firm fails to execute the Legal Services Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by HPIDB, which shall not be later than 75 days from the last date of receipt of the EOIs in any case, unless the said time period is specifically extended by HPIDB due to any administrative reasons.

D. ELIGIBILITY CRITERIA:

The Law Firm should meet the following Eligibility Criteria:

Sl. No.	Criteria	Supporting documents to be submitted
1	The Applicant Law Firm shall be a full service multi-disciplinary law firm carrying out contentious & non-contentious legal work and the Law Firm/ its Managing Partner preferably empaneled with 20 Govt./ Govt. Agencies/ Public Sector Undertakings as on date of submission of EOI.	Firm Brochure/ Firm Profile + Copies of Empanelment Letters issued by Govt./ Govt. Agencies/ Public Sector Undertakings and valid as on date of Bid submission.
2	The Applicant Law Firm must have been preferably recognized/ ranked as a top tier/ notable Law Firm in the practice area of Labour & Employment during the last 3 years by one or more international law firm ranking platforms such as Legal500, AsiaLaw, IFLR, Benchmark Litigation, Chambers & Partners etc.	Printouts of recognition/ ranking communication issued by the international law firm ranking platform or screen shot & link of the official website of the international law firm ranking platform.
3	The Applicant Law Firm must have handled good number of service matters/ labour law matters/ employment law matters.	Indicative list of service matters/ labour law matters/ employment law matters handled by the Law Firm along with supporting documents such as copies of court orders.
4	The Applicant Law Firm shall essentially have an average annual turnover of more than INR 75 lakhs from professional fees during the last 3 financial years.	CA certificate/ balance sheets/ income tax returns showing revenue of the Applicant Law Firm for each of the last 3 years.

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5	The Applicant shall be a Law Firm providing legal services for at least 10 years in India.	Copy of certificate of incorporation/ Partnership Deed/ other documents in support of Sole Proprietorship along with self declaration in respect of number of years of existence of law firm.
6	The Applicant Law Firm shall have at least 15 lawyers and preferably having an Advocate-on-Record of Hon'ble Supreme Court of India on full time basis within the Law Firm	Self-Declaration/ AOR Certificate/ appropriate supporting documents.
7	Number of lawyers working as Partners with the Law Firm	Screenshot of online hosted listings in legal directories, website etc. along with Link of live website/ portal.
8	The Applicant Law Firm shall be based out of and must have its principal office either in Himachal Pradesh, Chandigarh or New Delhi since at least 3 years prior to the date of Bid submission.	Ownership proof or a registered Lease Deed executed at least 3 years prior to the date of Bid submission/ Electricity Bills/ Property Tax payment Receipts.

The LSU based at Shimla shall operate from office premises to be provided by GOHP and shall comprise of the following Key Personnel and Support Staff to be deployed by the Law Firm on full time basis:

Qualifications and Experience of Key Personnel:

Sl. No.	Key Personnel	Criteria	Supporting documents to be submitted
i	Chief Legal Advisor	<p>(a) LLB & LLM with 20 years of litigation experience as a practicing Advocate enrolled with Bar Council, possessing wide exposure & insight regarding handling of legal cases before various Courts.</p> <p>(b) He should have the ability to draw from the learnings of comparative knowledge of legal procedures followed by various Courts. He must have essentially appeared as an Advocate before Hon'ble High Court of Himachal Pradesh, District Courts and Tribunals in Himachal Pradesh in some cases and</p>	<p>Professional Degree certificates, Bar Council Enrolment Certificate, Continuity Certificate issued by Bar Council or Bar Association and I-Card issued by Bar Council or Bar Association</p> <p>Supporting documents required: Judgements/ Orders of Courts/ Tribunals</p>

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		<p>also appeared as an Advocate before Courts and Tribunals in at least 10 Indian States other than Himachal Pradesh.</p> <p>(c) He must possess some experience of having handled litigation matter on behalf of any client before a Court in any developed foreign country known for relatively efficient judicial systems.</p> <p>(d) <u>He shall have the ability the lead the entire team comprising the LSU.</u></p>	Judgements/ Order of Court or a case related legal document generated in a developed foreign country
ii	Legal Advisor	LLB with at least 5 years of litigation experience as a practicing Advocate enrolled with Bar Council.	Judgements/ Orders of Courts/ Tribunals or work experience certificates
iii	Junior Legal Advisor	LLB with at least 2 years of litigation experience as a practicing Advocate enrolled with Bar Council.	Judgements/ Orders of Courts/ Tribunals or work experience certificates
iv	Service Matter Expert	Retired Officer from Government service with at least 20 years of job experience, preferably in Finance/Personnel Department. Familiarity with service matters/ service rules, notifications etc. concerning employment issues/ service matters.	

Support Staff:

Sl. No.	Support Staff	Criteria
i.	Court Clerk	Familiar with functional procedures of Registry of Hon'ble High Court of Himachal Pradesh
ii.	Typist	Having typing speed of at least 50 WPM and ability to carry out formatting of replies etc. to be filed before courts + working knowledge of MS Word and MS Excel
ii.	Peon	Possessing some experience of office work including filing, spiral binding, operating xerox machine etc.

Residential and local conveyance facilities for the team deployed as a part of the LSU at Shimla, shall be arranged by the law firm at its own cost.

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E. TECHNICAL EVALUATION

Evaluation Criteria:

- 1 The Evaluation Committee will carry out the evaluation of EOIs on the basis of the following Evaluation Criteria and points system. Each evaluated EOI will be assigned a technical score as detailed below. The maximum points/marks to be given under each of the Evaluation Criteria are:

Sl. No	Criteria	Sub-criteria	Maximum marks out of 100
1.	Firm Size and availability of in-house Advocate-on-Record of Hon'ble Supreme Court of India on full time basis within the Law Firm	<ul style="list-style-type: none"> • Less than 15 lawyers (Ineligible) • 15-20 lawyers (6 marks) • 21-25 lawyers (8 marks) • > 25 lawyers (10 marks) Additional marks for having in-house Advocate-on-Record of Hon'ble Supreme Court of India on full time basis within the Law Firm (5 marks)	15 Marks
2.	Number of lawyers working as Partners with the Law Firm	<ul style="list-style-type: none"> • Upto 3 Partners (2 marks) • 4 to 7 Partners (5 marks) • More than 7 Partners (10 marks) 	10 Marks
3.	Years of experience providing legal services in the practice areas	<ul style="list-style-type: none"> • Less than 10 years (Ineligible) • 10-15 years (5 marks) • >15 years (10 marks) 	10 Marks
4.	The Applicant Law Firm shall essentially have an average annual turnover of more than INR 75 lakhs from professional fees during the last 3 financial years.	<ul style="list-style-type: none"> • Less than INR 75 lakhs (Ineligible) • INR 75 lakhs to 1.50 crore (6 marks) • INR 1.51 crore to 5.00 crore (7 marks) • More than INR 5 crore (10 marks) 	10 Marks
5.	The Applicant Law Firm shall be a full service multi-disciplinary law firm carrying out contentious & non-contentious legal work and the Law Firm/ its Managing Partner preferably empaneled with 20 Govt./ Govt. Agencies/ Public Sector Undertakings as on date of submission of EOI	<ul style="list-style-type: none"> • Not empaneled with any Govt./ Govt. Agencies/ PSUs (Ineligible) • Empaneled with upto 5 Govt./ Govt. Agencies/ PSUs (5 marks) • Empaneled with 6 to 10 Govt./ Govt. Agencies/ PSUs (7 marks) • Empaneled with 11 to 20 Govt./ Govt. Agencies/ PSUs (10 marks) • Empaneled with more than 20 Govt./ Govt. Agencies/ PSUs (15 marks) 	15 Marks

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6.	The Applicant Law Firm must have been preferably recognized/ ranked as a top tier/ notable Law Firm in the practice area of Labour & Employment during the last 3 years by one or more international law firm ranking platforms such as Legal500, AsiaLaw, IFLR, Benchmark Litigation, Chambers & Partners etc.	<ul style="list-style-type: none"> • Not recognized/ ranked by any international law firm ranking platform in the practice area of Labour & Employment (0 marks) • Recognized/ ranked by one international law firm ranking platform in the practice area of Labour & Employment (7 marks) • Recognized/ ranked by 2 to 5 international law firm ranking platform in the practice area of Labour & Employment (15 marks) 	15 Marks
7.	The Applicant Law Firm must have handled good number of service matters/ labour law matters/ employment law matters.	<ul style="list-style-type: none"> • Upto 5 service/ labour/ employment matters (2 marks) • 6 to 20 service/ labour/ employment matters (5 marks) • More than 20 service/ labour/ employment matters (10 marks) 	10 Marks
8.	The Applicant Law Firm shall be based out of and must have its principal office either in Himachal Pradesh, Chandigarh or New Delhi since at least 3 years prior to the date of Bid submission.	<ul style="list-style-type: none"> • Office at one place out of Himachal Pradesh, Chandigarh and New Delhi (8 marks) • Office at two places out of Himachal Pradesh, Chandigarh and New Delhi (10 marks) • Office at all three places out of Himachal Pradesh, Chandigarh and New Delhi (15 marks) 	15 Marks
9.	Key Personnel	<ul style="list-style-type: none"> • CVs of anyone Key Personnel not meeting the Criteria mentioned in the Table of Key Personnel (Ineligible) 	-

2 The Bidders must provide the necessary information and appropriate supporting documents to the satisfaction of HPIDB in aid of the information furnished by the Applicant Law Firm in **Appendix 1 (Applicant Basic Data Form)** and **Appendix 2 (Technical Evaluation Form)**.

3 The Bid must be accompanied by the balance sheets and Income Tax Returns of the Applicant Law Firm of the last 3 financial years.

Short-Listing of Bidders:

The Applicants shall be shortlisted on the basis of **Eligibility Criteria specified in Clause D** and **Technical Experience Evaluation Criteria specified in Clause E** above. Only those Applicants with a technical experience score of ≥ 50 shall be shortlisted for financial evaluation.

Bid Stage:

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1. In the Bid Stage, Financial proposals would be opened only for those Applicants who have been shortlisted. Applicants must score a minimum 50 Marks in Technical Bid in order to qualify for the financial bid evaluation. An EOI will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of the EOI document or if it fails to achieve the minimum technical score. HPIDB will notify Applicants who fail to score the minimum technical score and return their financial proposals unopened after completing the selection process.
2. Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
3. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf=100 \times Fm/f;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

4. Proposals will be finally ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S=St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 80:20. The Applicant Law Firm achieving the highest combined technical and financial score (S) will be considered to be the Successful Applicant Law Firm and will be invited for signing the Legal Services Agreement (the “Successful Applicant Law Firm”).

5. After selection, a Letter of Award (the “LOA”), shall be issued, in duplicate, by HPIDB to the Selected Applicant Law Firm and the Selected Applicant Law Firm shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant Law Firm is not received by the stipulated date, HPIDB may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Applicant Law Firm.

F. TERM OF ENGAGEMENT:

- i. The term of engagement of the Law Firm shall be for a period of three years from the date of commencement of services.
- ii. HPIDB reserves its right to terminate the engagement of the Law Firm at any time by giving three months prior notice during the engagement period without assigning any reason whatsoever.

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- iii. HPIDB further reserves its right to extend the engagement period of the Law Firm by additional one/two years on the same terms & conditions subject to consent of the Law Firm.

G. GENERAL TERMS AND CONDITIONS:

- i. EOI is not an offer and the submission of an Application for engagement does not confer any right/assurance whatsoever that the Applicant Law Firm shall be engaged by HPIDB.
- ii. The Applicant Law Firm must have read all the terms and conditions set out in this EOI and accept the same without any deviation before submission of Application.
- iii. Mere submission of Application and fulfilling of Eligibility Criteria does not entitle a Law Firm for being engaged by HPIDB.
- iv. HPIDB 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.
- v. HPIDB reserves the right to verify/cross check the information furnished /submitted by the Law Firm.
- vi. The engaged Law Firm shall not use HPIDB/GOHP name, symbol etc. in their letter head, signboard, name plates, pamphlets, etc.
 - a) The engaged Law Firm shall not appear/advise against HPIDB/GOHP in any service matters/ employment law matters/ labour law matters etc. for which they are engaged under any circumstances. Further the Law Firm shall not appear either directly or indirectly through its juniors/advocates/ Associates against HPIDB/GOHP in any matter where Law Firm has advised HPIDB/GOHP.
 - b) The Law Firm shall maintain absolute secrecy and confidentiality about the cases of HPIDB/GOHP and if at any point of time it is noticed that the Law Firm is violating the provision, the Law Firm shall be dis-engaged with immediate effect.

H. PAYMENT CONDITIONS

1. The Consultant shall quote the monthly legal fee for establishing the LSU at Shimla and providing services including back end support through its other offices as envisaged by this EOI document as per **Appendix-3** and the same shall include all out of pocket expenses which may be incurred by the Law Firm towards residential, boarding, lodging and local conveyance expenses of the team deployed as part of the LSU at Shimla, but will be exclusive of GST, if applicable on legal services.
2. Payment of legal fees for the services provided by Selected Applicant Law Firm shall be made by HPIDB on monthly basis. By 10th day of each month, the Selected

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Applicant Law Firm shall raise an invoice for the monthly fee for the previous month. The fees shall be inclusive of all out of pocket expenses of the Key Personnel and Support Staff deployed and overheads & miscellaneous expenses and profit.

3. Income Tax at Source (TDS) shall be deducted from the monthly legal fee as per applicable law.
4. The amount of the quoted monthly legal fee shall be enhanced by 5% over and above the then prevailing rate of monthly legal fee at the end of each block of 12 months of rendering services by the Law Firm to GoHP/HPIDB.

I. SUBMISSION DETAILS:

- i. Only one Application will be accepted from a Law Firm against the EOI.
- ii. Application against this EOI may be submitted by the Law Firms meeting the above Eligibility Criteria latest by 03rd September, 2024 till 15.00 hours along with requisite documents as stated herein above in a sealed envelope super scribed with "**EOI for Engagement of Law Firm for Service Matters**" at the following address:

The General Manager,
Himachal Pradesh Infrastructure Development Board (HPIDB),
New Himrus Building, Circular Road
Shimla - 171 001, Himachal Pradesh-India
Phone No.: 0177-2626696
Email: hpidb-hp@nic.in

- iii. The Applicant in addition to the hard copy submission, shall submit the scanned copy (pdf) of the complete Technical Bid, along with all the supporting documents required to be submitted along therewith pursuant to this EOI, in a pen drive. This pen drive will be sealed in a small envelope duly marked as "**SOFT COPY**" along with particulars of the Applicant and thereafter put in **Envelope 1 – Technical Bid**.
- iv. Application submitted through E-Mail/Ordinary Post will not be accepted.
- v. Self-attested true copy of all requisite documents i.e. proof of establishment of Law Firm, Bar Council Enrolment Certificates, Continuity Certificates, Law Degree, Other educational qualifications, Professional experience certificates, Judgments, detail of chamber/offices in support of the application should also be submitted along with the Application.
- vi. HPIDB does not take any responsibility for loss of application in transit.
- vii. HPIDB reserves its right to summarily reject any 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:
 - a) Application not submitted in the prescribed format and mode,

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- b) Do not meet the Eligibility Criteria,
- c) Not accompanied with requisite documents/information,
- d) Not mentioned professional fee towards rendering legal services
- e) Incomplete in any respect, or
- f) Received after last date of submission as per EOI.

Please Note: HPIDB reserves its right to cancel the EOI process at any stage without assigning any reason.

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APPLICANT BASIC DATA FORM

1. Name of the Law Firm and advocates working for it:

Name of the Law Firm:

Details of the Managing Partner:

List of Other Advocates including those working as Partners:
2. Authorized representative Name, Number & Email ID:
3. Years of experience of the Law Firm including date/year of commencement of legal practice:
4. Areas of Practice:
5. Brief List of clients (including Govt. organizations/ Corporations/ PSUs), if any:
6. GST Registration No. (if any):
7. PAN number of Law Firm:
8. Udyam Registration Number (if any):
9. Complete list with Address, contact details including office no., Mobile no., Fax, email address, website address, etc. of Principal Office and Branch Offices of Law Firm:
10. Indicative list of service matters/ labour law matters/ employment law matters handled by the Law Firm along with supporting documents such as copies of court orders:
11. Any other information:

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant Law Firm)

Date:

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Appendix 2

TECHNICAL EVALUATION FORM

Sl. No	Criteria	Sub-criteria	Maximum Marks out of 100	Marks claimed by the Applicant Law Firm on self-assessment basis, subject to verification by HPIDB
1.	Firm Size and availability of in-house Advocate-on-Record of Hon'ble Supreme Court of India on full time basis within the Law Firm	<ul style="list-style-type: none"> • Less than 15 lawyers (Ineligible) • 15-20 lawyers (5 marks) • 21-25 lawyers (7 marks) • > 25 lawyers (10 marks) Additional marks for having in-house Advocate-on-Record of Hon'ble Supreme Court of India on full time basis within the Law Firm (5 marks)	15 Marks	
2.	Number of lawyers working as Partners with the Law Firm	<ul style="list-style-type: none"> • Upto 3 Partners (2 marks) • 4 to 7 Partners (5 marks) • More than 7 Partners (10 marks) 	10 Marks	
3.	Years of experience providing legal services in the practice areas	<ul style="list-style-type: none"> • Less than 10 years (Ineligible) • 10-15 years (5 marks) • >15 years (10 marks) 	10 Marks	
4.	The Applicant Law Firm shall essentially have an average annual turnover of more than INR 75 lakhs from professional fees during the last 3 financial years.	<ul style="list-style-type: none"> • Less than INR 75 lakhs (Ineligible) • INR 75 lakhs to 1.50 crore (5 marks) • INR 1.51 crore to 5.00 crore (7 marks) • More than INR 5 crore (10 marks) 	10 Marks	
5.	The Applicant Law Firm shall be a full service multi-disciplinary law firm carrying out contentious & non-contentious legal work and the Law Firm/ its Managing Partner preferably empaneled with 20 Govt./ Govt. Agencies/ Public Sector Undertakings as on date of submission of EOI	<ul style="list-style-type: none"> • Not empaneled with any Govt./ Govt. Agencies/ PSUs (Ineligible) • Empaneled with upto 5 Govt./ Govt. Agencies/ PSUs (5 marks) • Empaneled with 6 to 10 Govt./ Govt. Agencies/ PSUs (7 marks) • Empaneled with 11 to 20 Govt./ Govt. Agencies/ PSUs (10 marks) • Empaneled with more than 20 Govt./ Govt. Agencies/ PSUs (15 marks) 	15 Marks	

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6.	The Applicant Law Firm must have been preferably recognized/ ranked as a top tier/ notable Law Firm in the practice area of Labour & Employment during the last 3 years by one or more international law firm ranking platforms such as Legal500, AsiaLaw, IFLR, Benchmark Litigation, Chambers & Partners etc.	<ul style="list-style-type: none"> • Not recognized/ ranked by any international law firm ranking platform in the practice area of Labour & Employment (0 marks) • Recognized/ ranked by one international law firm ranking platform in the practice area of Labour & Employment (7 marks) • Recognized/ ranked by 2 to 5 international law firm ranking platform in the practice area of Labour & Employment (15 marks) 	15 Marks	
7.	The Applicant Law Firm must have handled good number of service matters/ labour law matters/ employment law matters.	<ul style="list-style-type: none"> • Upto 5 service/ labour/ employment matters (2 marks) • 6 to 20 service/ labour/ employment matters (5 marks) • More than 20 service/ labour/ employment matters (10 marks) 	10 Marks	
8.	The Applicant Law Firm shall be based out of and must have its principal office either in Himachal Pradesh, Chandigarh or New Delhi since at least 3 years prior to the date of Bid submission.	<ul style="list-style-type: none"> • Office at one place out of Himachal Pradesh, Chandigarh and New Delhi (8 marks) • Office at two places out of Himachal Pradesh, Chandigarh and New Delhi (10 marks) • Office at all three places out of Himachal Pradesh, Chandigarh and New Delhi (15 marks) 	15 Marks	
9.	Key Personnel	<ul style="list-style-type: none"> • CVs of anyone Key Personnel not meeting the Criteria mentioned in the Table of Key Personnel (Ineligible) 	-	-
Total:			100	

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant Law Firm)

Date:

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Appendix 3

FINANCIAL BID FORM

(to be submitted on Applicant's letter head)

The General Manager,
Himachal Pradesh Infrastructure Development Board,
New Himrus Building, Circular Road
Shimla - 171 001,
Himachal Pradesh

Sub: Expression of Interest (EOI) inviting Applications for Engagement of Law Firm for providing legal services in relation to the Service Matters of the State Government of Himachal Pradesh

We the undersigned, offer to provide the legal services in relation to the service matters/ labour law matters/ employment law matters of the State Government of Himachal Pradesh by way of establishing the Legal Support Unit (LSU) at Shimla and also providing services including back end support through our other offices as envisaged by this EOI document dated August, 2024. Our Financial Bid, which is inclusive of all applicable taxes (excluding GST) is as below:

FINANCIAL BID AMOUNT (In figures) towards legal fee per month:

Rs. _____

FINANCIAL BID AMOUNT (in words) towards legal fee per month: Rupees
--

We agree that this Bid shall remain valid for a period of 75 (seventy five) days from the last date of submissions of Bids as notified by HPIDB.

We understand that you are not bound to accept any Bid you receive and reject any and all Bids without assigning any reason whatsoever.

Yours sincerely,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant Law Firm)

Date:

Note: The Financial Bid is to be submitted strictly as format given above and should be submitted in a separate sealed envelope. Bids not submitted in the above format, conditional Bids having any deviation and Bids not submitted in a separate sealed envelope shall be liable to be rejected.

LEGAL SERVICES AGREEMENT

This LEGAL SERVICES AGREEMENT (hereinafter called the “**Agreement**”) is made on the _____ day of _____ month of 2024 at Shimla, Himachal Pradesh.

BETWEEN

HIMACHAL PRADESH INFRASTRUCTURE DEVELOPMENT BOARD having its office at New Himrus Building, Circular Road, Shimla - 171001, Himachal Pradesh (hereinafter called the “**Authority**” or “**HPIDB**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) of the **ONE PART**;

AND

M/s ***** having its office at (hereinafter called the “**Law Firm**” which expression shall include its successors and permitted assigns) of the **OTHER PART**.

WHEREAS

- A. HPIDB a statutory Board established under the Himachal Pradesh Infrastructure Development Act, 2001. HPIDB proposes to select and engage a Law Firm for Government of Himachal Pradesh (GoHP) for providing legal advisory support services for service law/ employment law/ labour law related matters including court cases concerning service law/ employment law/ labour law involving GoHP and its Boards, Corporations, Public Sector Enterprises etc.
- B. HPIDB has issued Expression of Interest for **inviting Applications for engaging a Law Firm for providing legal services in relation to the Service Matters of the State Government of Himachal Pradesh** vide EOI dated (hereinafter referred to as ‘**EOI**’).
- C. The Law Firm having particular skills and expertise in the areas for which HPIDB seeks to engage a Law Firm, submitted its Application dated _____ in response to the EOI.
- D. Pursuant to completion of the evaluation process of all the EOIs received by HPIDB, M/s _____ having scored the highest combined score was declared the Selected Applicant Law Firm and Letter of Award bearing no. _____ dated _____ was issued by HPIDB to the Selected Applicant Law Firm (“**LOA**”).
- E. In pursuance of the LOA, the Parties have agreed to enter into this Agreement.

EOI for Engagement of Law Firm for Service Matters

NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. GENERAL

1.1. DEFINITIONS AND INTERPRETATION

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:-

"**Agreement**" means this Legal Services Agreement together with all the Annexes.

"**Confidential Information**" shall have the meaning ascribed in Clause 7.

"**Effective Date**" means the date of execution of this Agreement.

"**Force Majeure**" shall have the meaning ascribed in Clause 2.7.1.

"**Government**" means the Government of the State of Himachal Pradesh (GOHP);

"**LSU**" means the Legal Support Unit established by the Law Firm at Shimla for providing Services in terms of this Agreement.

"**Personnel**" shall include the Law Firm's employees, professionals, staff, sub-consultants or any person engaged or associated by the Law Firm to provide services through the LSU.

"**Party**" means the Authority, or the Law Firm referred to individually; "**Parties**" means Authority and the Law Firm collectively.

"**Services**" means the scope of work to be performed by the Law Firm through the LSU pursuant to this Agreement, as described in **Annexure-1**.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them, the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest:

- (a) This Agreement;
- (b) Annexures of this Agreement;
- (c) EOI; and
- (d) Letter of Award.

EOI for Engagement of Law Firm for Service Matters

1.1.3 In this Agreement: -

- i. A reference to any Act of Parliament or to any other legislative instrument shall also include a reference to any consolidation, amendment or re-enactment of the Act.
- ii. The various headings appearing in this Agreement are only for the sake of convenience and shall not affect the interpretation of the subject matter of various clauses of this Agreement.

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Authority and the Law Firm. The Law Firm shall, subject to this Agreement, have complete charge of its Personnel performing the Services through the LSU and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and Obligations

The mutual rights and obligations of the Authority and the Law Firm shall be as set forth in the Agreement; in particular:

- a) the Law Firm shall carry out the Services through the LSU to be established at Shimla and with the back-end support of its other offices in accordance with the provisions of the Agreement; and
- b) the Authority shall pay the agreed fee for the Services to the Law Firm in accordance with the provisions of the Agreement.

1.4. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Shimla, Himachal Pradesh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications; documentation and proceedings, which are in any way relevant to this Agreement, shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

EOI for Engagement of Law Firm for Service Matters

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Law Firm, be given by email and by letter delivered by hand/post to the address given and marked for attention of the Law Firm's Representative set out below in Clause 1.9 or to such other person as the Law Firm may from time to time designate by notice to the Authority, provided that notices or other communications to be given to an address outside Shimla may, if they are, subsequently confirmed by sending a copy thereof by registered acknowledgement due, airmail or by courier, or be sent by e-mail to the email address, as the Law Firm may from time to time designate by notice to the Authority;
- b) in the case of the Authority, be given by e-mail and by letter delivered by hand/post and be addressed to the Authority with a copy delivered to the Authority's Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Law Firm; provided that if the Law Firm does not have an office in Shimla it may send such notice by e-mail and by registered acknowledgement due, air mail, or by courier; and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. Location

The Services shall be performed at Shimla, Himachal Pradesh accordance with the provisions of this Agreement and the EOI.

1.9. Authorized Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Law Firm, as the case may be, may be taken or executed by the persons specified in this Clause 1.9.

1.9.2 The Authority may, from time to time, designate one of its officials as the Authority's Representative, unless otherwise notified, the Authority's Representative shall be:

Name:

EOI for Engagement of Law Firm for Service Matters

Designation:

Address:

Tel. no. :

Email:

The Law Firm may designate one of its personnel as Law Firm's Representative. Unless otherwise notified, the Law Firm's Representative shall be:

Name:

Designation:

Address:

Tel. no. :

Email:

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

2.2 Commencement of Services

The Law Firm shall commence the Services within a period of 30 (thirty) days from the Effective Date unless otherwise agreed to by the Parties in writing.

2.3 Termination of Agreement for failure to commence Services

If the Law Firm does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than **2 (two) weeks'** notice to the Law Firm, declare this Agreement to be null and void.

2.4 Expiration of Agreement

Unless terminated earlier, pursuant to Clause 2.3 or 6 hereof, the tenure of this Agreement starting from the date of commencement of Services shall be for a period of 3 (three) years, unless extended further for an additional period of one to three years on the same terms & conditions subject to consent of the Law Firm (the "**Term**").

2.4.1 Upon such expiry or termination, the Authority shall make payments of all amounts due to the Law Firm hereunder for the Services completed upto the date of Termination.

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2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute the complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modifications hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the LSU arising out of the provisions of the EOI shall continue to subsist and shall be deemed as part of this Agreement.
- 2.5.2 Without prejudice to the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of EOI shall apply.

2.6 Modifications of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, pandemic, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking such Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or any of its agents, employees thereof, nor (ii) any event which a diligent Party could have foreseen or reasonably have been expected by both: (aa) take into account at the time of the conclusion of this Agreement; and (bb) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be

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considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Consultation

Not later than 30 (thirty) days after the Law Firm has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances including termination where the Law Firm is unable to perform a material portion of the Services for a period of not less than 90 (ninety) days.

3. Law Firm's Services

- 3.1 The Law Firm shall provide the Services with due diligence, to the best of its ability and making full use of its skill, knowledge, experience, expertise and in a workmanlike manner according to the highest standards acceptable in the industry. The Law Firm shall act in the best interest of the State Government and the Authority.
- 3.2 In providing the Services, the LSU shall devote such time and effort as may be

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required to ensure proper performance of this Agreement duly within the time frame specified.

3.3 The LSU shall provide services as mentioned in the Scope of Work (**Annexure-1**).

3.4 Law Firm's Personnel: The Law Firm shall employ and provide such qualified and experienced Personnel including Key Personnel and Support Staff proposed as per EOI, required to carry out the Services.

3.5 Conflict of Interest: The Law Firm shall not have a conflict of interest and any breach hereof shall constitute a breach of the Agreement.

Prohibition of conflicting activities: Neither the Law Firm nor its sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, appear/advise against HPIDB/GoHP in any service matters/ employment law matters/ labour law matters etc. for which they are engaged under any circumstances. Further, the Law Firm shall not appear either directly or indirectly through its juniors/advocates/ Associates against HPIDB/GoHP in any matter where Law Firm has advised HPIDB/GoHP;
- b) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- c) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- d) at any time, such other activities as have been specified in the EOI as Conflict of Interest.

3.6 Law Firm not to benefit from commissions, discounts, etc.: The remuneration of the Law Firm pursuant to Clause 5 hereof shall constitute the Law Firm's sole remuneration in connection with this Agreement or the Services and the Law Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Law Firm shall use its best efforts to ensure that any sub-consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

The Law Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by communication in writing to the Law Firm, without being liable in any manner

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whatsoever, if it determines that the Law Firm has, directly or indirectly or through an agent or employee or any Third Party, engaged in any Prohibited Practices in the Selection Process or indulged in such activities either before or after entering into of this Agreement.

4. Responsibilities of the Authority/GoHP

The obligations of the GoHP shall include the following:

- i. To arrange by coordinating with GoHP, Office Premises at Shimla for the LSU including Office Furniture, Office Equipment such as computers, printers, scanner, xerox machine, internet modem, Consumables such stationary, cartridges for printing & xerox and Utilities such as electricity, water & internet.
- ii. To facilitate the LSU by arranging and providing copies of petitions filed against GOHP, its Boards, Corporations etc. in various Courts including the Hon'ble High Court of Himachal Pradesh and Hon'ble Supreme Court including related case records immediately after the same is received by GOHP, its Boards, Corporations etc. from the Court.
- iii. To issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5. Payment to the Law Firm for Legal Services

- 5.1.1 The Law Firm shall be paid the monthly legal fee for establishing the LSU at Shimla and providing services including back end support through its other offices as specified in **Annexure 2** and the same shall include all out of pocket expenses which may be incurred by the Law Firm towards residential, boarding, lodging and local conveyance expenses of the team deployed as part of the LSU at Shimla, but will be exclusive of GST, if applicable on legal services.
- 5.1.2 Payment of legal fees for the services provided by the Law Firm shall be made on monthly basis. By 10th day of each month, the Law Firm shall raise an invoice in favour of HPIDB towards the monthly fee for the previous month. The fees shall be inclusive of all out of pocket expenses of the Key Personnel and Support Staff deployed and overheads & miscellaneous expenses and profit.
- 5.1.3 Income Tax at Source (TDS) shall be deducted from the monthly legal fee as per applicable law.
- 5.1.4 The amount of the quoted monthly legal fee shall be enhanced by 5% over and above the then prevailing rate of monthly legal fee at the end of each block of 12 months of rendering services by the Law Firm to HPIDB.

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5.1.5 The HPIDB shall make the payment of the Law Firm within fifteen (15) days from the date of the receipt of the duly completed invoice.

6. Termination

The Agreement shall stand terminated by efflux of time upon completion of Term or upon expiry of any extended Term thereof.

6.1 By the Authority

6.1.1 The Authority, by giving 90 (ninety) days' notice in writing, can terminate this Agreement at any time without assigning any reason whatsoever.

6.1.2 The Authority may, by not less than 60 (sixty) days' written notice to the Law Firm, terminate this Agreement if the Law Firm is in breach of any of its obligations under this Agreement which remains uncured even after prior issuance of a cure period notice of 30 (thirty) days.

6.2 By the Law Firm

6.2.1 The Law Firm may, by not less than 60 (sixty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this clause, terminate this Agreement if:

- a. the Authority fails to pay any money due to the Law Firm pursuant to this Agreement within 30 (thirty) days after receiving written notice from the Law Firm that such payment is overdue; or
- b. the Authority is in breach of its any other obligation under this Agreement which remains uncured even after a cure period notice of 30 (thirty) days.

7. Confidentiality

7.1.1 The Law Firm agrees to maintain absolute secrecy and confidentiality about the cases of HPIDB/GoHP at all times (the "**Confidential Information**"). The Law Firm shall not, save for in situations as specified below, at any time, for any reason, disclose or permit to be disclosed to any person any Confidential Information and the Law Firm shall not otherwise make use of or permit any use to be made of any Confidential Information by any person. The Law Firm agrees that the Confidential Information will not be disclosed by it or its Personnel to third parties either during or after the termination of this Agreement. The provisions of this Clause shall survive the termination of this Agreement.

7.1.2 Without prejudice to Clauses 7.1.1 above, the Law Firm may disclose Confidential

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Information to only those of its Personnel who need to know it in order to provide the Service. However, in doing so the Law Firm shall at all times ensure that its Personnel involved in providing the Service, or who otherwise come across Confidential Information in the course of their duties are made aware of the confidential nature of information and do not disclose it or otherwise breach the provisions of this clause.

- 7.1.3 In the event any Confidential Information is disclosed by the Law Firm or any of its Personnel, Authority will have the right to take action against the Law Firm under the law as it may be advised for unauthorized disclosure of Confidential Information, notwithstanding any Agreement between the Law Firm and its personnel.

Notwithstanding the aforesaid Clauses 7.1.1 to 7.1.3, the Law Firm and all its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Law Firm and the Personnel or becomes a part of the public knowledge from a source other than the Law Firm and the Personnel or either to them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by applicable laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Law Firm and the Personnel shall give the Authority/GoHP prompt written notice, and use reasonable to ensure that such disclosure is accorded confidential treatment.

8. Settlement of Disputes

8.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of in connection with this Agreement or the interpretation thereof.

8.2 Dispute Resolution

- 8.2.1 Any dispute, difference or controversy of whatever nature howsoever arising out of or in relation to this Agreement (including its interpretation, between the parties, and if so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 8.3.

- 8.2.2 The Parties agree to use their best efforts for resolving all Disputes arising in respect of this Agreement promptly, equitably and in good faith, and further provide each other with reasonable access during normal business hours to privileged records, information and data pertaining to any Dispute.

8.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon (the Principal Secretary Finance, Government of Himachal Pradesh) and a senior level director/ partner of the LSU for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute.

9. Status of Personnel

Throughout the operation of this Agreement and upon termination the Law Firm shall at all times have the status of a self-employed person and for the avoidance of doubt neither the Law Firm nor the employees, agents or servants shall acquire the status of employee of the Authority and shall not be entitled to any pension, bonus or other benefit (other than the fee payable under this Agreement) from the Authority. The Law Firm shall be and hereby undertake responsibility for all income tax liabilities or similar taxes and levies (except GST to be borne by the Authority) in respect of its fees and the Law Firm hereby indemnifies the Authority in respect of any claims that may be made by the relevant authorities against the Authority in respect of income tax or similar contributions, taxes or levies relating to the Law Firm's Services pursuant to this Agreement.

10. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

11. Severability

If any provision of this Agreement is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provision of this Agreement.

12. Waiver

Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the other party to whom such compliance is owed. In absence of such written waiver, no forbearance or other failure to insist on prompt Compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the party to whom compliance is owed.

EOI for Engagement of Law Firm for Service Matters

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

For and on behalf of
HPIDB by:

(Signature)
(Name)
(Designation)

For and on behalf of
Law Firm by:

(Signature)
(Name)
(Designation)

In the presence of witnesses:

1.

2.

Scope of Work (SOW)

SCOPE OF WORK FOR LAW FIRM FOR PROVIDING LEGAL ADVISORY SUPPORT FOR SERVICE LAW/ EMPLOYMENT LAW/ LABOUR LAW RELATED MATTERS INCLUDING COURT CASES CONCERNING SERVICE LAW/ EMPLOYMENT LAW/ LABOUR LAW INVOLVING GOHP AND ITS BOARDS, CORPORATIONS, PUBLIC SECTOR ENTERPRISES ETC.

2. The Law Firm will assist the GOHP by way of establishing a Legal Support Unit (LSU) at Shimla for executing the following Scope of Work:
 - xii. Study, examine and analyze representations, correspondence, legal notices, replies etc. concerning service law/ employment law/ labour law matters involving GOHP and its Boards, Corporations, Public Sector Enterprises etc. referred to it, and provide strategic and legal advisory services, legal drafting & vetting services in relation thereto.
 - xiii. Review the records of court cases/ petitions/ pleadings against GOHP and its Boards, Corporations, Public Sector Enterprises etc. and other documents pertaining to service law/ employment law/ labour law matters or any other cases referred to it, including decided cases as well as cases pending before various courts including Hon'ble Supreme Court of India, Hon'ble High Court of Himachal Pradesh, Labour Courts, Employment Tribunals, Departmental Authorities etc.
 - xiv. Make assessment and analyze the financial implications arising out of the litigation/ court matters pertaining to service law/ employment law/ labour law.
 - xv. Provide strategic advice regarding the stand to be taken by GOHP and its Boards, Corporations, Public Sector Enterprises etc. in various service matters, including providing advice/ legal opinion regarding matters/ cases recommended to be compromised/ settled out of court, wherein the Law Firm holds the view that contesting a matter/ case shall be detrimental to the financial or other interests of GOHP, its Boards, Corporations, Public Sector Enterprises etc.
 - xvi. Provide reports regarding progress/ status of litigation matters assigned to it for monitoring and providing advisory support.
 - xvii. Carry out legal research including relevant case laws and precedents to support the contentions and stand of GOHP and its Boards, Corporations, Public Sector Enterprises etc. in various service matters.
 - xviii. Provide advice on legal issues and assist in drafting replies to the petitions filed against GOHP and assist in drafting pleadings including written submissions, rejoinders etc. to be filed before courts on behalf of GOHP.

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- xix. Highlight the legal discrepancies, relevant facts, issues involved and legal elements that may influence the outcome of a case positively or negatively.
- xx. Provide such other legal services as may be requested by HPIDB/ GOHP from time to time in relation to service law/ employment law/ labour law matters involving GOHP and its Boards, Corporations, Public Sector Enterprises etc.
- xxi. Provide support in relation to the service law/ employment law/ labour law cases of GOHP before Hon'ble Supreme Court of India through its functional office at New Delhi having an Advocate-on-Record (AOR) of Hon'ble Supreme Court of India and other lawyers based at the New Delhi office on full time basis.
- xxii. Provide back end support to the Shimla based LSU in relation to the service law/ employment law/ labour law cases of GOHP before the Hon'ble High Court of Himachal Pradesh and any other courts/ tribunals in Himachal Pradesh through its functional office at Chandigarh tricity

Financial Bid (Cost of Services)

(Refer Clause 5.1)

Reproduce as per Financial Bid of Selected Law Firm