



Re-Tender Notice No.04/2023-24/ IGIMS/ Store

INVITATION OF BIDS

FOR

APPOINTMENT OF LEGAL RETAINER

AT

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,

Sheikhpura, Patna – 800 014 (Bihar)

(An Autonomous Institute under Govt. of Bihar)

Tel. No.: 0612 – 2297631 / 2297099; Fax: 0612 – 2297225;

Website: www.igims.org ; E-Mail” director@igims.org

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3. NOTICE

Indira Gandhi Institute of Medical Sciences (IGIMS), Sheikhpura, Patna - 800 014 is the premiere medical institute of the state of Bihar - established by the act of Assembly and functioning under Department of Health, Government of Bihar. IGIMS, Patna is a tertiary care hospital, providing treatment in various super-specialties and broad specialities. The institute is also running Medical College with an annual intake of 120 students apart from various P.G. (166 intakes) and Degree (148 intakes / Diploma (102 intakes) courses for doctors and paramedical staffs.

IGIMS, Patna invites bids from Advocates / Legal firms for engagement as Legal Retainer for getting legal opinion on different issues pertaining to staff matters, RTI, national and international trade and other matter relating to day to day functioning of the Institute. The retainer will also be required to appear on behalf of IGIMS in cases instituted by IGIMS as well as cases instituted against it.

Note: Bids received against Tender Notice 02/ 2023-24/ IGIMS/ Store will also be considered & evaluated. There is no need to apply fresh against this Tender.

The Bid document may be down loaded from Institute website www.igims.org. The bid (duly filled in, signed and stamped on each page), containing two envelopes i.e. Technical bid & price bid separately in sealed covers must be submitted to the office of the Director, IGIMS, Sheikhpura, Patna – 800 014 (Bihar) up to 3.00 P.M. on 10/ 07/2023. The price bid of only those firms shall be opened whose Technical bid are found to be acceptable as per eligibility criteria as stipulated in the bid document. The time and date of opening of price bid shall be fixed and intimated to the eligible advocates/firms separately through Speed Post / e-mail / Mobile. The offers are to be submitted on the prescribed bid document. IGIMS, Patna reserves the right to accept any or reject all the bids without assigning any reasons thereof.


23/4/23
Director,

I.G.I.M.S. – Patna.

4. TECHNICAL BID

4.1: Format for Technical Bid

1.	Name of the firm/Advocate	:-	
2.	Office address	:-	
3.	Year of commencement of business in case of firm and date of Birth in case of Advocate	:-	
4.	Telephone No.	:-	
5.	Mobile No.	:-	
6.	E-Mail	:-	
7.	Website (if any)	:-	
8.	Date of Enrolment & Name of the Bar Council (please enclose copy of enrolment certificate)		
9.	Years of Experience / practice with area		
	a		
	b		
	c		
	d		
10.	Whether Central Govt. counsel / pleader		
11.	Brief list of clients in Govt. and public sector		
12.	PAN number		
13.	GST Registration Number		
14.	Whether penalized by any bar council		

Signatures _____

Name & Address _____

of the firm _____

with seal _____

5. ELIGIBILITY CRITERIA

- The firm / advocate must be registered with Bar Council of India.
- The firm / advocate must have minimum 10 years of practice in the area quoted in Technical bid (Annexure I).
- The firm / advocate must be on the panel of Govt. / Public Sector organization.
- The advocate / legal firm must not have been penalized by any bar council.

6. **TERMS & CONDITIONS:**

- a. The bids should be submitted in separate covers for **Technical and Price bids**. The two bids (Technical & Price) should be enclosed in a larger cover and sealed. The bids super scribed with **“Engagement of Legal Retainer in IGIMS”** may be addressed and submitted to The Director, Indira Gandhi Institute of Medical Sciences, Sheilhpura, Patna – 800 014 (Bihar) .
- b. **Tenure of Engagement:** The **initial employment of the retainer counsel will be for a period of two years** and if the performance is found to be satisfactory by the Authority, the tenure of the retainer counsel may be extended for further period of one more year. However, the Authority reserves the right to terminate the engagement of the retainer counsel at any time.
- c. Rate should be quoted both in figures & in words in English in the Rate Sheet. Corrections, if any, shall be made by crossing out, initialing, dating and re writing. The rates quoted for services should be as per the items given at Annexure II.
- d. The bids will be sealed and rates quoted shall be inclusive of all charges and taxes.
- e. The Conditional bids will not be accepted and will be summarily rejected. The bids other than in the prescribed form shall also be rejected.
- f. Submission of two price bids or in any other format will lead to rejection of bids.
- g. The validity of the bids shall be twelve months from the closing date of tender.
- h. The payment will be made by RTGS / NEFT / Demand Draft / Cheque on submission of the bill after providing service as per IGIMS work order. Payment will be made after standard taxes & other tax as prescribed under law.
- i. The bid shall be duly filled in and signed on each page and submitted along with the attested / Photo copy of PAN, Service Tax Registration etc. issued by appropriate authority.
- j. All pages of the bid document are to be signed and stamped by the tendering Firm / Retainer.
- k. The IGIMS, Patna reserves the right to appoint one retainer for all work or separate retainer for different fields as per area of experience.
- l. The retainer shall not delegate the work assigned and shall deal with it themselves.
- m. The retainer shall maintain absolute secrecy and confidentiality about the cases assigned or referred to them.
- n. 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 Counsel is present to represent the IGIMS 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.

- o. In case the retainer counsel is busy in one Court/Tribunal in connection with some case or cases of IGIMS and after finishing his work in such Court/Tribunal, he joins during the course of an effective hearing of a case in another Court/Tribunal, the counsel shall be entitled to full appearance fee for his appearance in the second Court/Tribunal in addition to the applicable fee for his appearance in the first Court/Tribunal. In case only the junior of the retainer counsel appears and takes note in such effective hearing, only 1/4th of the appearance fee shall be payable.
- p. Whenever the retainer counsel is unable to appear in a Court/Tribunal for arguing the case on behalf of IGIMS due to his pre-occupation in some other Court/Tribunal in connection with the case of some other client, the retainer counsel shall give advance intimation to IGIMS so that IGIMS may request another counsel to appear and argue in his place and, in such case, the appearance fee shall be paid to the other counsel actually appearing in the case. However, the retainer counsel may be required to depute his junior to brief the other retainer counsel and to assist him in the hearing for which no fee would be paid for the briefing or appearance of the junior.
- q. Termination: - The Authority may terminate the engagement by giving one month's prior written notice to the other party.
- r.
 - The retainer counsel will be engaged by the Authority on case to case basis and the allocation of work will be decided by the Authority.
 - The retainer counsel will take necessary steps to protect the interest of the Authority in matters entrusted to him from time to time.
 - Engagement does not confer any right or claim that the retainer counsel shall alone be entrusted with the work of the Authority.
 - The Authority may, at any time, at its discretion, withdraw from the retainer counsel any proceedings/matter/brief.
 - The retainer counsel shall keep Authority informed regarding the developments in the matters entrusted to him.
 - If more than one retainer counsels are engaged, the Authority will allocate the work and assign the cases amongst them.
 - The retainer counsel shall not use Authority's name or symbol, logo in his letter heads, sign boards name plates etc.

- In case of any misconduct, the Authority will take appropriate action against the retainer counsel which includes filing complaint with Bar Council and recovery of financial loss caused to the Authority due to misconduct of the retainer counsel.
 - In case of initiation of any disciplinary proceedings / criminal proceedings against the retainer counsel, the Authority may remove such retainer counsel from the panel without waiting for the conclusion of such proceedings.
 - The retainer counsel shall not advise any party or accept any case against the Authority in which he has approved or is likely to be called upon to appear for or advice or which is likely to affect or lead to litigation against the Authority.
 - The Authority reserves the right to engage any other retainer counsel or Government law officers for any case. Interpretation:
 - In case of any doubt relating to the above terms and conditions and in respect of any item not covered by the above terms and conditions, the decision of the Authority shall be final and binding upon the counsel.
 - The engagement of any retainer counsel shall be at the sole discretion of the Authority and no person shall have any claim for being engaged.
- s. The Director, IGIMS, Patna reserves the right to reject any or all the bids without assigning any reasons.


Director,

I.G.I.M.S. – Patna.

7. PRICE BID

Annexure-II

7.1 Schedule of rates (in INR inclusive of all expenses)

Sl. No.	Particulars		Amount (in INR)
1.	Providing Legal opinion in Establishment (for each case referred) in personnel / establishment matters	:-	
2.	Providing Legal opinion in Establishment (for each case referred) in commercial / tax matters	:-	
3.	Providing Legal opinion in Establishment (for each case referred) in export trade matters	:-	
4.	Providing Legal opinion in Establishment (for each case referred) in national / international trade matters	:-	
5.	Vetting of MoUs / Agreement	:-	
6.	Vetting of lease deeds.	:-	
7.	Filing of Applications / Petitions in Supreme Court	:-	
8.	Filing of Applications / Petitions in High Court	:-	
9.	Filing of Applications / Petitions in Other Court	:-	
10.	Drafting of reply / counter reply	:-	
11.	Vetting of reply / counter reply	:-	
12.	Appearance for arguing the case in Supreme Court #	:-	
13.	Appearance for arguing the case in High Court #	:-	
14.	Appearance for arguing the case in Other Court #	:-	
11.	Conference fees	:-	
12.	Clerkage Charges	:-	
13	Any other charges please specify		
a.		:-	
b.		:-	
c.		:-	

No fees will be paid to the retainer if the case is adjourned withouthearing.

Signatures _____
Name & Address _____
of the firm _____
with seal _____