

CORRIGENDUM

Job No. 01/CLA/Law Firm/2020-21 Bid Submission End Date 30.06.2021
Extended Upto 5.00 PM and Bid Opening Date 01.07.2020 At 11.00 AM .

LAW

Revised changes carried out in the draft tender for Selection of Law Firm for NOIDA based on interaction during the pre-bid meeting with the prospective bidders held on 07 & 10 June 2021:

S.No.	Condition	Earlier provision	Amended provision	Reference
1	Number of law firms to be empanelled	One (1)	Two (2) (The relevant provisions of the RFP document shall stand amended accordingly. In particular, both the Firms shall have one dedicated resource to be stationed full time at Client site for rendering services requirement of the client on a day to day basis.)	Data Sheet and throughout the document
2	Conflict of interest	Law Firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NOIDA or may reasonably be perceived as having this effect	The detailed section on Conflict of Interest is provided in Annexure 1	Clause 9 in Section IV, General Conditions of Contract
3	General Information/ Terms and Conditions	No separate section earlier	As per Annexure 2	Shall form Clause 10 in Section IV, General Conditions of Contract
4	Removal from empanelment	No separate section, Only Clauses pertaining to Termination etc.	As per Annexure 3	Shall form Clause 11 in Section IV, General Conditions of Contract

प्रबन्धक (प्रचार-शक्ति)

08/06/21
25/6/21

5	Selection Process	The firm securing the highest combined marks will be considered for award of the contract	Two firms securing the highest and second highest combined marks will be considered for award of the contract. The H2 Bidder shall be given the opportunity to match the financial quote provided by H1 Bidder. If the financial quote of H1 Bidder is less than that of H2 Bidder, then H1 shall have to match the financial quote of H2 Bidder. If either of the H1 or H2 Bidder (as the case may be) is not able to match the quote of the other Bidder, the same process shall be followed regarding H3, H4 Bidders and so on	Clause 2.2.3
6	Legal Quote		The Quote shall also include additional item: The fee/charges for the Single Point of Contact to be stationed full time at Client site. (Revised BOQ to be provided)	Clause 2.2.2

Annexure 1

Conflict of Interest

- i. The empanelled law firm shall have the right to represent for and on behalf of any other client in any case or matter, which shall not, however, interfere with or be in conflict with the efficient discharge of his professional duties towards NOIDA or any of its officers or employees.
- ii. The empanelled law firm shall not advise any party or accept any case or matter against NOIDA, or its officers or employees, or any case or matter in which the firm is likely to be called upon to appear or advise, in which event the firm shall be liable to be removed from the panel.
- iii. The law firm shall neither take up any new case or matter against NOIDA nor continue to defend/represent any party against NOIDA at any point in time. For the sake of clarity, in case of ongoing cases in which the law firm may be representing/defending any party against NOIDA, it shall be incumbent upon the empanelled firm to disclose the same and withdraw from that case or matter. It will be incumbent upon the law firm not to entertain any case against NOIDA arising in any Court.
- iv. It shall be mandatory for the empanelled firms to not pursue any past / future cases where Noida Authority is adversely affected

Annexure 2

General Information / Terms and Conditions

- i. The Advocate shall not necessarily be empanelled for specific court and shall accept the work assigned to him and shall not refuse to accept any work without reasonable cause conveyed in writing within three days of assignment
- ii. Refusal by any advocate to accept any work otherwise than on grounds of conflict of interest, may entail removal of such advocate from the panel.
- iii. The empanelled Firm will not delegate cases but deal with the same themselves.
- iv. If required and considered appropriate by NOIDA, (Designated) Senior Advocates may be engaged to argue the cases on behalf of NOIDA keeping in view the urgency and importance of a particular matter. They shall be engaged on case to case basis with the approval of NOIDA. The empanelled Law Firm may have to coordinate and work with (Designated) Senior Advocates, if any, engaged in the case as well as with the officers of NOIDA, if required.
- v. The Law Firm empanelled under these guidelines/Advertisement shall not be treated as employees of NOIDA and therefore, shall not be eligible for any salary or benefits available to its employees.

- vi. The empanelled Law Firm shall maintain absolute secrecy and confidentiality about the cases of NOIDA as required under the rules/regulations made thereunder.
- vii. The advocates shall accept the terms and conditions of the empanelment as determined by NOIDA in full and also modifications from time to time in keeping with the rules and guidelines in NOIDA.
- viii. Upon termination, suspension or non-renewal of empanelment, as the case may be, the empanelled Law Firm shall return the case file or matter forthwith to NOIDA along with all documents and records connected thereto duly marked and flagged with his no objection certificate.
- ix. The empanelled advocate should be familiar with various branches of law and keep him updated especially those concerning constitutional, insolvency and bankruptcy law, labour law, contract law, commercial law, criminal law, civil law, property laws, corporate law, banking law, taxation or such other branch of law.
- x. The engagement or allotment of cases or matters to the empanelled advocate shall be at the sole discretion of NOIDA. However, the allotment shall be done in an equitable manner without prejudice or bias; but regard shall be had for the nature of the case or matter, subject under challenge, experience, merit, performance and competence of the person or such other circumstance of sensitivity of the case or matter.
- xi. Cases involving similar issues or matters or otherwise interlinked or clubbed may be entrusted to the same empanelled advocate as far as possible, unless otherwise found necessary, while care shall be taken by NOIDA to avoid concentration of cases in the hands of one or few empanelled advocates.
- xii. A report on progress of Suits/Cases entrusted to the Firm(s) will be sent to the Law Department of NOIDA every month under a copy to ACEO In-charge.
- xiii. During the term of the empanelment and thereafter, any confidential information relating to NOIDA, any officer, employee or representative of NOIDA that would be obtained by the empanelled advocate, under or by virtue of the empanelment, shall be maintained as professional communication within the meaning of section 126 of the Indian Evidence Act, 1872 (1 of 1872) and he shall not disclose the information to any person without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of order of any competent court, tribunal exercising jurisdiction, in which case the empanelled advocate shall promptly notify NOIDA in writing of such disclosure.

- xiv. Notwithstanding anything contained in the foregoing, NOIDA reserves the right to postpone, suspend, terminate, remove or cancel the empanelment of an advocate or legal advisor, as the case may be.

Annexure 3

Removal from Empanelment

Where NOIDA is satisfied that an empanelled Firm/Advocate has committed or attempted to commit any of the following acts he may be removed or suspended from the panel, namely: -

- i. failing to attend the hearing of the case without sufficient reason and without prior intimation to NOIDA;
- ii. handing over the case or matter to another advocate without prior written permission of NOIDA;
- iii. not acting as per the instructions or acting against any general or specific instructions of NOIDA;
- iv. not returning the brief or matter or no-objection when demanded by NOIDA or not allowing or evading to allow the inspection of case records on demand
- v. misappropriation of any money or property of NOIDA or earmarking or using or appropriating the same towards his fees without the permission of NOIDA;
- vi. threatening, intimidating, abusing any employee, officer or representative of NOIDA or in any manner misbehaving with him;
- vii. making or allowing any of his associates or juniors to appear on behalf of any opposite party in any case or matter against the interests of NOIDA;
- viii. committing an act that tantamount to contempt of court or professional misconduct;
- ix. arrest or detention or disbarment by the Bar Council;
- x. directly or indirectly passing on any secret or other information relating to NOIDA or any case or matter to the opposite party or the opposite or other advocate which causes or likely to cause damage to NOIDA's interests;

- xi. giving false or misleading information to NOIDA or to any officer or employee or representative of NOIDA relating to the proceedings of the case or matter;
- xii. not objecting the adjournment moved by any party to a case or matter without any sufficient reason;
- xiii. if at any time during the period of empanelment the empanelled advocate has engaged in any fraudulent activities, misrepresentation, misappropriation etc.