



Indian Maritime University Kolkata
भारतीय समुद्री विश्वविद्यालय - कोलकाता
A Central University, Ministry of Ports, Shipping and Waterways, Govt. of India
केंद्रीय विश्वविद्यालय, पत्तन, पोत परिवहन और जलमार्ग मंत्रालय, भारत सरकार
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Established: 1949



IMU-KC/PUR/OFFLINE/Empanelment-Law Firm/25-26

09 June 2025

**NOTICE FOR EMPANELMENT OF LAW FIRM FOR INDIAN MARITIME UNIVERSITY –
KOLKATA CAMPUS FOR A PERIOD OF THREE (3) YEARS**

Brief Description	Schedule
Pre-bid meeting	At 1500 hrs. on 16.06.2025
Last date of submission	At 1400 hrs. on 19.06.2025
Bid opening	At 1500 hrs. on 19.06.2025

- Bidder shall ensure that their bids, completed in all respects be submitted before the closing date and time.
- Bidder is advised to keep visiting IMU-KC website www.imukolkata.edu.in or IMU website www.imu.edu.in for any Corrigendum/Addendum/Amendment etc. issued, if any.
- Pre-Bid Queries:** Queries about terms & conditions can be sent to dradmin.kolkata@imu.ac.in (with cc to director.kolkata@imu.ac.in) up to one day before the Pre-Bid Meeting date.
- For any other queries about the terms and conditions of this tender, the following numbers may be contacted: (033) 2401-4307 during working hours of IMU-KC [Monday to Friday - 10:00 AM to 06:00 PM]
- At any time before the last date of submission of bids, the University may for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an Amendment/Corrigendum/Addendum.

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1. INTRODUCTION:

The Indian Maritime University- Kolkata Campus (IMU-KC), is a constituent Campus of Central University, under the Ministry of Ports, Shipping and Waterways, Government of India (hereinafter referred to as "Institute"). IMU-KC is intending to invite bids for "EMPANELMENT OF LAW FIRM FOR INDIAN MARITIME UNIVERSITY – KOLKATA CAMPUS FOR A PERIOD OF THREE (3) YEARS".

2. PROPOSAL

IMU-KC would like to empanel law firm for providing legal services as detailed in the scope of services.

3. ELIGIBILITY CRITERIA

The Law Firms are advised to carefully read and follow the eligibility criteria, instructions and terms & conditions for empanelment in IMU Kolkata Campus more specifically mentioned herein below:

- i. The Law Firm must be a registered Law Firm under relevant laws of India.
- ii. The representative Advocate(s) or Associate(s) of the Law Firm must possess a Degree in Law from a University, recognized by the Bar Council of India.
- iii. The Law Firm should be considered having regards to their relevant experience and expertise in Civil Cases, Criminal Cases, Arbitration cases, Service Laws, Labour Laws, Taxation Laws, Consumer Forums, Public Premises & Eviction Laws and other Acts, Rules and Regulations relating to the educational institution or otherwise.
- iv. The advocate(s) /associate(s) of the Law Firm should have minimum professional/court experience in handling cases Govt. organizations as follows:
 - a. For handling the cases of Supreme Court* of India = 5 years' experience in Supreme Court cases.
 - b. For handling the cases of High Court = 5 years' experience in High Court cases.
 - c. For handling cases at District Court / Tribunals =3 years' experience in these courts,
 - d. For handling Arbitration cases =5 years' experience in Arbitration cases.

****The advocate(s) / associate(s) of the Law Firms must declare if they have any direct tie-up with Advocate/ Law firm having experience of handling Supreme Court cases.***

- v. The Advocates / Law Firm should be well versed with the IMU Act & Statutes, as amended from time to time, and service rules applicable on different categories of employees viz CCS(CCA) Rules, 1965, CCS (Conduct) Rules, 1965 etc.

- vi. Bidder should be a professional Legal Consultant registered in India (domestic) and in continuous practices at least for last 10 years and have its offices in Kolkata.
- vii. Bidder should have undertaken/ handled Corporate as well as Litigation work/ filed cases/ drafted petitions/affidavits, provided legal opinions etc. for at least five Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body during last ten years as on 31.12.2024.
- viii. Bidder should have filed cases/ drafted petitions/affidavits, provided legal opinions related to transfer of property and other real estate matters to at least three Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body during last five years as on 31.12.2024.
- ix. Bidder must have at least 1 team leader who shall be the leader of the group of key team members for IMU-KC assignments. He should have 10 or more years of experience in undertaking/ handling Corporate as well as Litigation work/ filing cases/ drafting petitions/ affidavits / providing legal opinions etc. for Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body.
- x. Bidder must have at least 3 key team members having 05 or more years of experience in undertaking/ handling Corporate as well as Litigation work/ filing cases/ drafting petitions/affidavits, providing legal opinions etc. for Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body.
- xi. The bidder, the team leader and the key team members should not have been blacklisted/ debarred / disqualified by any regulators/ statutory body in India / by Bar Council of India / or any other Government/ Statutory agencies, in the last 05 years.

Please note that the eligible Bidder is required to submit Technical Bid as per the Annexure 2 and only those bids satisfying the technical eligibility requirements as specified in Annexure 2 and determined by IMU-KC as meeting the terms and conditions of this document shall be evaluated for the next stage.

4. DISQUALIFICATION FOR APPLYING FOR EMPANELMENT:

- i. The Law Firm shall be treated as disqualified for empanelment if: The Law Firms(s) has been debarred or blacklisted by any State or Central Government Authority or has been subject to any professional disqualification (suspension of licence) by the Bar Council of India.
- ii. The Law Firm have any conflict of Interest.

5. TENURE OF EMPANELMENT:

- i. The initial empanelment will be for the period of 3 (Three) years with provision for extension on the same terms & conditions of the original bid and the services shall be availed from case-to-case basis.
- ii. The Competent Authority reserves the right to review the performance of the empanelled Law Firm as and when required and whenever the Institute believes that the performance of the said Law Firm is not satisfactory, the said Law Firm may be removed from the panel by the Institute at any time without assigning any reason, thereof.

6. SCOPE OF WORK:

The scope and extent of services shall include the following: -

The Law Firm shall have to perform the following duties:

- i. Represent the Institute before Supreme Court/ High Courts / District Courts/ CAT, Labour Courts and other judicial/ Quasi-judicial bodies.
- ii. Provide legal advice to the Institute on civil, criminal, arbitration, service matters, taxation laws, IPRs and such other matters arising in the course of administration of the Institute.
- iii. Keep Institute informed and updated on all important developments in the designated cases, dates of hearing, order of the court on the date of its pronouncement, supplying copy of judgment etc.;
- iv. Furnish monthly statement about the cases represented by him/her before the various Court / Quasi-judicial bodies or any other authority and their status/ outcomes.
- v. Perform such other duties of legal nature which may be assigned by the Institute from time to time.
- vi. Timely appearance of the Counsel to contest the cases for Institute in the Court is must. His / her absence in the Court without any reasonable ground shall not be accepted.
- vii. Institute will send the information to the Law Firm through email / SMS, regarding entrust of a case and after receiving email / SMS, it is the duty of the Law Firm to collect the brief / copy of the petition along with entrustment letter from the competent authority of Institute.
- viii. It will be mandatory for Law Firm to visit the office of Institute from time to time through their representatives, as and when required by the authorities of the Institute without any excuse, for providing legal opinion on any matter or case regarding the affairs of the Institute so as to enable the Institute to strategize the matter or cases so that they can be handled efficiently. Non-adherence of the same shall be treated seriously and may have adverse impact on the empanelment of the said Law Firms.
- ix. The Law Firm shall depute any of their associate / Advocate at the office / department of Institute, as and when required by the authorities of the Institute for preparation of brief(s)/ notices/ pleading(s) / legal documents(s) etc. in consultation with the concerned department of the Institute.

- x. Drafting & vetting of letters, correspondence and agreements of all types between IMU-KC and third parties.
- xi. Oral and written legal advice/ opinion on the matters that may be referred by IMU-KC including the matters relating to tender/bidding processes carried out by IMU-KC from time to time.
- xii. Review and provide timely advise to IMU-KC on further course of action in all cases filed by or against IMU-KC including drafting and filing of petition/suits, replies, affidavits, rejoinder, appeals, revisions, counter affidavit, written arguments, caveats etc.
- xiii. Appearance before Supreme Court, high courts and lower / subordinate court.
- xiv. Issuing legal notice on behalf of IMU-KC and/or replying to the legal notices received by IMU-KC.
- xv. Attending/ holding in house discussions and meetings at IMU-KC office or any other place, if required.
- xvi. Advising IMU-KC on the issues related to Corporate Law, Real Estate Laws, and any other Act applicable on IMU-KC.
- xvii. Drafting of sale/transfer/assignment/conveyance deeds/agreements of properties.
- xviii. Registration of sale/transfer/assignment/conveyance deeds/agreements at registrar/sub-registrar office of Mumbai/Delhi/Chennai/Kolkata or any other place.
- xix. Advice/attend/assist IMU-KC in eviction proceedings before Estate Officer at Mumbai/Delhi/Chennai/Kolkata or any other place.
- xx. Any other work not covered above, as the above scope of work is indicative only and not exhaustive.
- xxi. The Institute invites applications from interested Law Firm for the scope of work which inter-alia includes the following:
 - a) Rendering legal services and providing opinion, as and when referred, on matters related to various laws.
 - b) Handling notices and other legal queries, as and when referred.
 - c) Representing the Institute before any court of Law or Tribunal or Statutory Body or Quasi-judicial authority or Arbitrator/ Arbitral Tribunal under the relevant Act(s) and any other proceedings, as and when referred.
 - d) Conducting due diligence, as and when referred.
 - e) Providing legal opinion, advice related to legal matters of the Institute as and when referred.
 - f) Legal vetting of draft notices, agreements, bidding documents /tender documents, MoAs, MoUs etc.

7. GENERAL INSTRUCTIONS:

The nature of empanelment of a Law Firm is purely on cases to case basis and no claim for retainership by the Law Firm shall be entertained.

- i. In cases where an advocate(s) / associates(s) of the Advocates/ Law Firm appears on behalf of the Institute and on the request of the concerned Ministry or otherwise, interests of Union of India shall have also to be protected, no extra fees shall be paid to the Law Firm for safeguarding the interests of concerned Ministry or Union of India.
- ii. In case, the Institute drafts a reply / pleadings or miscellaneous applications which are afterwards sent to the counsel for legal vetting, an amount equivalent to 25% of the charges mentioned above for drafting such documents is liable to be deducted.
- iii. Institute will be at liberty to engage any Advocate(s) / Advocates / Law Firm of its own choice and the empanelled Law Firm shall make no claim to that effect. Mere empanelment of Law Firm shall not bind the Institute to necessarily assure of giving any particular case or matter or obtaining any services from the said Advocates / Law Firm or to pay any fees or charge thereof.
- iv. The allotment of a case or matter to the empanelled Law Firm shall be solely at the discretion of the Institute.
- v. An empanelled Law Firm shall return all the case file(s) / document(s) / record(s) being assigned to them during the empanelment to the Institute upon termination, completion, and non-renewal of the empanelment, as the case may be.
- vi. During the term of empanelment and thereafter, the empanelled Law Firm and its associates/advocates shall maintain utmost confidentiality and secrecy of the matters pertaining to Institute.
- vii. The Law Firm shall unconditionally accept the terms and conditions of the empanelment prescribed by Institute and shall submit an undertaking to that effect as placed herewith as Annexure-1.
- viii. The Institute may empanel as many as Advocate(s) / Advocates / Law Firm as may be deemed necessary depending upon the area of specialization and expertise of the Advocate(s) / Advocates / Law Firm and no objection shall be entertained in respect thereof.
- ix. Effective Hearing for the purpose of claiming the fees means a hearing in which either one or more parties involved in the case are heard by the Court/Tribunal/ Commission on the facts or law of the case. If the case is mentioned by the other side and adjourned or only when directions are given or only judgment is delivered by the Court/Tribunal/Commission, the same shall be a non-effective hearing.
- x. 20% of the fees payable to the counsel shall be deducted if the certified copy of the judgment is not handed over to the competent authority of the Institute within Fifteen days (excluding the time taken by the Court in preparation of the Copy) from the date of judgment. Such deduction may be relaxed if the counsel submits reasonable grounds for such delay,

acceptance of which shall be at the sole discretion of the competent authority of the Institute.

8. CONFLICT OF INTEREST:

- i. The Law Firm or any of its associates / advocates shall not advise any party or accept any case against the Institute in which he/ she has appeared or is likely to be called upon to appear for or advise which is likely to affect or lead to litigation against the Institute;
- ii. If the empanelled Law Firm or any of its associates, at any relevant period, is a partner of a firm of lawyers or solicitors, which take up or advises a person or a party who is or is likely to be moving against the interest of the Institute, it shall be incumbent upon the Law Firm to disclose the same and a decision to withdraw a case or matter from such empanelled Law Firm shall be taken by the Institute; however, non-disclosure of such information shall make liable the empanelled Law Firm to be removed from the panel.
- iii. The Law Firm or any of its associates shall not take up any case or advice any person or party against the interest of the Institute, which in the opinion of the Institute amounts to conflict of interest.

9. TERMINATION OF EMPANELMENT OF THE ADVOCATES / LAW FIRMS:

- i. The Institute reserves the right to terminate the empanelment of the Law Firm with 03 (Three) months' notice including but not limited to in case of violation of any terms & conditions of the responsibilities/ duties of the Law Firm or if in the opinion of the Institute, the performance of the empanelled Law Firm is not satisfactory. The Law Firm may also terminate their services from the Institute empanelment by serving 03 (Three) months' notice.

10. SUBMISSION OF PROPOSAL:

- i. Pre-Bid meeting:

- a. The date, time and venue of Pre-Bid meeting shall be:

Date: 16.06.2025

Time: 1500 hrs Venue: Conference Hall, Indian Maritime University Kolkata Campus, Old Administration Building, P-19, Taratala Road, Kolkata – 700 088.

- b. A maximum of two Authorized Representatives of each bidder shall be allowed to participate in the Pre-Bid meeting on the production of an authority letter from the Bidder Applicant.
- c. During the course of the Pre-Bid meeting, the Bidder Applicants will be free to seek clarifications. IMU-KC shall endeavour to provide

clarifications and such further information as it may, however, it is on sole discretion of IMU-KC.

- d. Applicants can submit their written queries during the Pre-Bid meeting.
- e. No clarifications shall be entertained after the Pre-Bid meeting day.
- f. The replies to Bidder Applicants' queries shall be posted on IMU websites to be available on or before the last date for hosting of clarifications/amendments by IMU-KC.
- g. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.
- h. Submission of bids: Bidder shall submit their offers as follows:

Cover-I (Technical Bid):

- a. It contains the following:
 - aa. Covering letter as per Annexure 1
 - ab. Technical Bid as per Annexure 2
 - ac. Detailed profile of the team leader and team members who will be associated with the assignment provided by IMU-KC as per scope of work (Annexure 3 and Annexure 4).
 - ad. Undertaking letter-No Sub-Contracting (Annexure 5).
 - ae. Undertaking/Declaration (Annexure 6)
 - af. Non-Disclosure Agreement (Annexure 7)
 - ag. Bidder Profile – Particulars of the Bidder (Annexure 13)
- b. The technical information should be prepared very carefully and as indicated in the bid document since it will form the basis for pre-qualification and technical evaluation of bidders. Only relevant and to-the-point information/documents should be submitted. Failure to provide any required information may lead to the rejection of the offer. Bidders must read the bid document very carefully before signing it.
- c. The technical bid i.e., all Annexures (including all the pages of the bid document), except Financial Bid, must be signed by the authorized representative.

The Cover I shall be addressed to "The Director, Indian Maritime University – Kolkata Campus" and should be duly superscribed as "Cover-I-Technical Bid towards empanelment of Law Firm for IMU – Kolkata Campus" and sealed properly. Name and Address of the bidder shall also be written/ printed on the cover.

Cover-II (Price Bid):

- a. Bidders must read the terms and conditions as mentioned in the format / bid document and submit the form accordingly. Bidders are required to check the prices/amounts carefully before submitting the financial bid.
- b. All the documents should be signed by the authorized representative(s) of the bidder. The executants' authority to represent

and bind the Bidder must be confirmed by a written authority letter issued by the Competent Authority of the Bidder (Annexure 10).

Note: Technical Bid shall not include any Financial Bid information. A technical bid containing information on the commercial bid shall be declared invalid and rejected:

- c. The Commercial bid covering letter should be submitted in the format as per Annexure–8 along with Commercial Bid in the prescribed format as per Annexure –9 which should not have any deviations, restrictive statements, etc. Bids, which have such restrictions or conditional bid are liable to be rejected at the sole discretion of the IMU-KC.
- d. The price shall be quoted in INR only and shall be inclusive of all expenses including out of pocket expenses and any applicable taxes including Goods and Service Tax, if any. No separate fees/reimbursements shall be made by IMU-KC other than the fees as agreed. The rate of GST, if applicable, should be mentioned in the financial bid.
- e. All bids and supporting documentation shall be submitted in English only.
- f. Incomplete bids, conditional bids, bids not conforming to the terms and conditions are liable to be rejected.
- g. IMU-KC reserves the right to accept or reject any or all Proposals received without assigning any reasons thereof.

The Cover II shall be addressed to “The Director, Indian Maritime University – Kolkata Campus” and should be duly superscribed as “Cover-II-Price Bid towards empanelment of Law Firm for IMU – Kolkata Campus” and sealed properly. Name and Address of the bidder shall also be written/ printed on the cover.

Main Cover:

Both the “Cover I” and “Cover II” shall be placed inside the main cover and sealed properly. The main cover should be duly superscribed as “Tender Title and Number” of the tender mentioned in the Tender Abstract.

11. EVALUATION AND SELECTION PROCESS

i. CRITERIA I. Technical Bids Evaluation:

- a. The Technical Bids will be evaluated for their Technical requirements as per eligibility criteria mentioned in the bid document (Annexure 2). IMU-KC reserves the right at its sole discretion to seek whatever information, documents, etc. from the Bidder, as it may consider necessary for the purpose of evaluation of the Technical Bid. Bidders should respond to such requests within the time frame indicated in the Letter / e-mail seeking explanation.

- b. All the requirements and specifications mentioned in the Annexure 2, are mandatory and Bidder not meeting any one of these requirements would be rejected.
- ii. FINANCIAL BID EVALUATION
 - a. The Financial Bid of only those Bidders who qualify after complete technical evaluation of their Technical Bids, would be opened. The date and time of opening of the Financial Bid would be intimated to the technically qualified bidders.
 - b. The Bid with the lowest financial evaluated costs to IMU-KC shall be awarded of the contract.
- iii. LOI and AGREEMENT
 - a. On being successfully evaluated, IMU-KC would issue a Letter of Intent (LOI) which would require immediate acceptance by the successful bidder.
 - b. The selected bidder is required to commence the assignment immediately on award of LOI, pending execution of the detailed Agreement.
 - c. Pending such Agreement execution, the terms and conditions stated in the LOI read with the bid terms and conditions, duly accepted by the party, shall govern the transactions
 - d. In any case, the Selected Bidder shall enter into an Agreement with the IMU-KC, in the format as shall be prescribed by the IMU-KC, within 7 days of providing of such agreement by the IMU-KC.
- iv. PERIOD OF THE ENGAGEMENT
 - a. The period of engagement of Law Firm would be initially for Three (3) Years, which may further be extended with the same rates, terms & conditions upon satisfactory performance and subject to IMU-KC's discretion. Price cannot be escalated.

12. DISQUALIFICATION / TERMINATION OF ASSIGNMENT

- i. In case it is found, either during the course of the transaction or at any time before the award of assignment or after execution and during the period of subsistence or after the period thereof, that one or more terms and conditions laid down in this bid has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the IMU-KC shall have the right to forthwith terminate the engagement or disqualify the selected bidder.
- ii. This action as stated in Clause 9.0 (i) above, will be without prejudice to any right or remedy that may be available to the IMU-KC under the bidding document or otherwise. However, before terminating the engagement, a show cause notice stating why its engagement should not be terminated would be issued giving it an opportunity to explain its position.
- iii. Any form of canvassing/lobbying/exercise of influence/cartelization etc. by the Bidder(s) will result in disqualification of such Bidder(s).

13. GENERAL CONDITIONS

- i. The IMU-KC reserves the right to cancel/withdraw the bid during the course of bidding process without assigning any reason whatsoever thereof.
- ii. The IMU-KC may, in its absolute discretion, apply any additional criteria (to be notified by issuing corrigendum thereof) as deemed appropriate in the selection of the Legal Counsel, not limited to those set out in this bid and the Bidders shall be bound by the same.
- iii. The IMU-KC reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidder or bidders or without any obligation to inform the bidder or bidders about the grounds for the IMU-KC's action.
- iv. The IMU-KC shall be under no obligation to act upon the advice rendered by the Selected Bidder. The appointment made by the IMU-KC shall be final and binding on all the Bidders.
- v. In case, if there is substantial change in the composition of the team of the appointed/selected Bidder handling the assignment which can significantly affect its execution, the IMU-KC reserves its right to terminate the agreement without any cost to the IMU-KC and the decision of the IMU-KC will be final and binding.
- vi. During the tenure of engagement of the Legal Consultant(s), in case the IMU-KC considers that the services of Legal Consultant(s) are in any manner deficient and / or are not being performed to the satisfaction of the IMU-KC in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them in connection with the assignment, the IMU-KC shall have the right to terminate the engagement of such Legal Consultant (s) without assigning any reason for the same.
- vii. Confidentiality:
 - i. Selected bidder will have to execute the Non-Disclosure agreement as per the format of IMU-KC (Annexure 07)
 - ii. The selected bidder (and his employees) shall not, unless IMU-KC gives permission in writing, disclose any part or whole of any document, of the proposal and/or contract to any person other than a person employed by the bidder in the performance of the proposal and/or contract. The employees engaged by the bidder in performance of this contract will maintain strict confidentiality for all data / information which come into their possession during the course of such performance.
 - iii. The bidder, his employees and agents shall not without prior written consent from IMU-KC make use of any document or information given by the user, except for purposes of performing the contract award.

- iv. In case of breach, IMU-KC may take legal action as deemed fit.
- viii. Authentication of Erasures/Overwriting etc.:
 - i. Any inter-lineation, erasures or overwriting shall be valid only if the person(s) signing the bid duly authenticates the same by affixing his signature & stamp.
- ix. Cost of Bidding:
 - i. The specified bidder/s shall bear all the costs associated with the preparation and submission of its bid and the IMU-KC will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
- x. Modification & Withdrawal:
 - i. The bidder may modify or withdraw the bid after submission within the period of deadline for submission of bids. No bids can be modified subsequent to the deadline for submission of bids. No bids can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period.
- xi. Assignment
 - i. The Selected Bidder shall not assign or sub contract any of the assignments entrusted to it pursuant to this bid. An undertaking to this effect be submitted by the bidder (Annexure 5)
- xii. Amendment of Bidding Documents:
 - i. At any time prior to the last Date and Time for submission of bids, the IMU-KC may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the IMU-KC. All amendments shall be uploaded on the IMU website will be binding on all those who are interested in bidding.
 - ii. In order to provide specified Bidders a reasonable time to take the amendment, if any, into account in preparing their bid, the IMU-KC will, at its discretion, extend the deadline for submission of bids.
 - iii. No Legal Relationship:
No binding legal relationship will exist between any of the Bidder(s) and the IMU-KC until issuance of LOI to the successful Bidder.
- xiii. Publicity
 - i. Any publicity by the bidder in which the name of the IMU-KC is to be used should be done only with the explicit written permission of the IMU-KC.
- xiv. Indemnity
 - i. The bidder agrees to indemnify and keep indemnified, defend and hold harmless the IMU-KC and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney's fees), arising before or after completion of assignment, which result from, arise in connection with or arising

out of or in connection with the bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;

- ii. The term bidder shall deem to include the bidder, its personnel, employees, consultants, and / or other authorized persons.
- iii. The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- xv. The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the bid document.
- xvi. The Successful Bidder shall be the principal employer of its employees and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the engagement letter to be issued under this bid. No right of any employment shall accrue or arise, by virtue of engagement of employees, by the Successful Bidder, for any assignment under the engagement letter to be issued for this bid. All remuneration, claims, wages, dues etc. of such employees of the selected bidder shall be paid by the selected bidder alone and the IMU-KC shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees. The selected bidder agrees to hold the IMU-KC, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability of whatsoever nature caused to the IMU-KC, claims actions or proceedings, if any, that may arise from the action of its employees. The written demand by the IMU-KC as to the loss / damages shall be final, conclusive and binding on the selected bidder and the selected bidder shall be liable to pay on demand without any contestation / demur the actual amount of such loss /damages caused to the IMU-KC.

14. DELIVERABLES AND PAYMENT TERMS

- i. The deliverables for each job will be discussed mutually with the empanelled bidder selected for the job.
- ii. The payment will be processed on job to job basis.
- iii. The payment would be processed after successful completion of the assigned job and on receipt of the Invoice from the empanelled bidders.
- iv. The empanelled bidder agrees to complete the assignment as per the satisfaction of IMU-KC and any iteration/variation shall not be accepted.
- v. The invoices and the supporting documents submitted by the empanelled Law Firm shall be verified/certified by IMU-KC for these to be processed for the payment.
- vi. Except as otherwise provided, all payments under the Agreement would be made (subject to applicable penalties as defined in the bid document) by IMU-KC within 60 (Sixty) days from the date of receipt of the invoice.

- vii. No advance payment shall be paid to the empanelled Law Firm under any circumstances.
- viii. It is clarified that whenever under the Agreement any sum of money is recoverable from the empanelled Law Firm, IMU-KC shall be entitled to recover/deduct such sum from the payments due to the Law Firm.
- ix. All documents prepared under the assignments for IMU-KC against this bid will be the property of IMU-KC and the selected entity shall also provide soft copy in open format (MS-Word and MS-Excel) for any use by IMU-KC.
- x. The bidder hereby agrees and acknowledges the fact that the assignment as provided are critical in nature and timely delivery of the assignment is of paramount importance. Hence, any delay in completion of assignment from the agreed date may attract penalties.

15. GOVERNING LAW

- i. The provisions of the LOI/Agreement with the selected bidder shall be governed by and interpreted in accordance with the laws of India and the bidding parties hereby agree to submit to the exclusive jurisdiction of the courts in Kolkata

16. ARBITRATION & JURISDICTION

- i. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulation") for the time being in force, which regulation are deemed to be incorporated by reference in this clause.
- ii. The place/seat of the arbitration shall be Kolkata, India
- iii. The Tribunal shall consist of three arbitrators.
- iv. The law governing the arbitration agreement shall be Indian Law.
- v. The language of the arbitration shall be English.
- vi. Applicable Law:
The governing Law of the contract shall be Indian Law.

17. OBLIGATIONS OF THE SUCCESSFUL BIDDER:

- i. Without prejudice to any other clause mentioned in the bid document, the successful Bidder has to complete the assignment within stipulated time frame.
- ii. In the event, the successful Bidder does not complete the assignment within the prescribed timelines, IMU-KC reserves the right to terminate the contract. In addition to the same, the successful Bidder has to indemnify the IMU-KC against any losses, damages incurred by the IMU-KC in consequence to the non-fulfilment of the obligations of the successful Bidder.
- iii. The successful Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in

accordance with generally accepted standards recognized by professional bodies and shall observe sound management methods. The Successful Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and at all times support and safeguard the Client's legitimate interests in any dealings with any Party.

- iv. The Successful Bidder shall hold the Client's interest paramount and will not act against the interest of the IMU-KC, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.
- v. The agreed fee is payable only on the completion of assignment duly accepted by IMU-KC in accordance with the terms of the bid within the prescribed timelines.

18. CORRUPT & FRAUDULENT PRACTICES:

- i. The Bidder shall ensure the compliance of the applicable guidelines issued by Central Vigilance Commission.
 - a. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the execution of contracts.
 - b. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.
 - c. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the IMU-KC and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the IMU-KC of the benefits of free and open competition.
 - d. The IMU-KC reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the Successful Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

19. DISCLAIMER

- i. The bid is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this bid is to provide information to the potential Bidders, who may qualify to submit the response to this bid, to assist them in responding to this bid. Though this bid has been prepared with sufficient care to provide all required information to the potential Bidders, potential Bidders however may need more information than what has been provided herein. In such cases, the potential Bidder is solely responsible to seek the information required from the IMU-KC. The IMU-KC reserves the right to provide such additional information at its sole discretion. In order to respond to the bid, if required, and with the prior permission of the IMU-KC, each Bidder may conduct

their own study and analysis /assessment and seek its own professional, technical, financial and legal advice, as may be necessary.

- ii. The IMU-KC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder(s) may make in case of failure to understand the terms and requirements of this bid and responds to the bid. The IMU-KC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this bid and specify additional requirements or cancel this bid at any time without assigning any reason there of and without any notice, at its sole discretion, such change will be published on IMU website and it will become part and parcel of this bid.
- iii. While due care has been taken in the preparation of this document, the IMU-KC will not be held responsible for any inaccuracy in the information provided herein. The Bidder(s) must apply its own care and conduct its own investigation and analysis regarding any information contained in the bid document and the meaning and impact of all such information contained in the bid.
- iv. It is the Bidder(s) responsibility to examine this bid; examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response to the bid; and satisfy itself as to the completeness, correctness and sufficiency of all the information contained in its response to the bid.
- v. IMU-KC reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this bid and/or the bidding process, without assigning any reasons whatsoever. IMU-KC reserves the right to reject any or all the proposals received in response to this bid document at any stage without assigning any reason whatsoever. The decision of IMU-KC shall be final, conclusive and binding on all parties.

20. FOR ANY FURTHER CLARIFICATIONS PLEASE CONTACT:

- i. Queries about terms & conditions can be sent to dradmin.kolkata@imu.ac.in (with a cc to director.kolkata@imu.ac.in) up to one day before the Pre-Bid Meeting date.
- ii. For any other queries about the terms and conditions of this tender, in the following number may be contacted: (033) 2401-4307 during working hours of IMU-KC [Monday to Friday - 10:00 AM to 06:00 PM]

To
The Campus Director,
IMU- Kolkata Campus,
P-19, Taratala Road,
Kolkata- 700 088.

Sub: Your Bid No.: Dated _____ for _____

With reference to the above bid, having understood and agreeable to the instructions, terms and conditions forming part of the bid and Amendments thereon, we hereby enclose our offer for EMPANELMENT OF LAW FIRM FOR INDIAN MARITIME UNIVERSITY – KOLKATA CAMPUS FOR A PERIOD OF THREE (3) YEARS as detailed in your above referred bid.

We agree to all the terms and conditions mentioned in the bid. We hereby submit our Technical Bid in a sealed envelope. The offer shall be binding on us up to 180 days.

Yours faithfully,

(Name and Designation, Stamp of the Legal Firm)

TECHNICAL BID

PRE-QUALIFICATION CRITERIA/DOCUMENTS & TECHNICAL BID

Sr. No.	Particulars	Documents to be enclosed	Complied YES/NO (Partial compliance will be evaluated as Non-compliance)	List of Supporting documents attached (Indicate each)
1	Bidder should be a professional Legal Firm/LLP/Co. registered in India (domestic) and in continuous practices at least for last 05 years as on 31.12.2024 and have its offices in Kolkata, West Bengal.	Copy of Certificate of incorporation / registration and Partnership deed /MoA/ AoA, Certificate issued by the Bar Council. For existence of office, proof of the valid license/rent agreement and/or recent utility bills be provided. Kindly note the license/rent agreement and/or utility bills should be in the name of bidder.		
2	Credentials of the Bidder (Bidder should have undertaken/ handled Corporate as well as Litigation work/ filed cases/ drafted petitions/affidavits, provided legal opinions etc. for Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body during last ten years as on 31.12.2024.	An undertaking to that effect to be submitted by the Firm along with copies of at least five engagement letters along with Proof of assignment completion. Further, details of the assignments are to be submitted as per Annexure 11.		
3	Bidder should have filed cases/ drafted petitions/affidavits, provided legal opinions related to transfer of property and other real estate matters to at least three	An undertaking to that effect to be submitted by the Firm along with copies of at least three engagement letters along with Proof of assignment completion.		

	Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body during last five years as on 31.12.2024.	Further, details of the assignments be submitted as per Annexure 12.		
4	Bidder must have at least 1 team leader who shall be the leader of the group of key team members for IMU-KC assignments. He should have 10 or more years of experience in undertaking/ handling Corporate as well as Litigation work/ filing cases/ drafting petitions/affidavits providing legal opinions etc. for Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body.	A Profile of the team leader with details including his qualifications, expertise etc. be submitted (Annexure 3).		
5	Bidder must have at least 3 key team members having 05 or more years of experience in undertaking/ handling Corporate as well as Litigation work/ filing cases/ drafting petitions/affidavits providing legal opinions etc. for Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body.	A Profile of each team member with their details including their qualifications, expertise etc. be submitted (Annexure 4).		
6	The bidder, the team leader and the key team members must not have been blacklisted/ debarred / disqualified by any regulators/ statutory body in India / by Bar Council of India / or any other Government/Statutory	An undertaking to this effect duly signed by the Authorized Signatory, IMU-KC Secretary, State Bar Council.		

8	Name and designation of the person authorized to make commitments to the IMU-KC	As per Annexure – 10.		
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Bid document signed, stamped and duly completed in all aspects. Yes/No

Any other information which the bidder may like to furnish, separate sheet may be enclosed. In support of above information self-attested copies of all Documents, wherever required be enclosed.

Date:

(Signature)
sign Proposal for and on behalf of

(In the capacity of) Duly authorized to

PROFILE OF TEAM LEADERS AND KEY TEAM MEMBERS WHO WILL BE ASSOCIATED WITH THE ASSIGNMENTS

(Details to be submitted of Team Leader proposed to be associated with the assignments)

Name of the Person:

Office Address:

E-mail ID:

Phone Number Office:

Mobile:

Date since working in the Firm:

Professional Qualifications (Qualifying Date, qualification obtained and institute):

Present Designation:

Experience: (State clearly No of years of experience as well as specialised field)

Experience in undertaking/ handling Corporate as well as Litigation work/ filing cases/ drafting petitions/affidavits providing legal opinions etc. for Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body in last 05 years as on 31.12.2024.

If blacklisted / debarred etc. (Provide details):

Date:

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

ANNEXURE 4

PROFILE OF TEAM LEADERS AND KEY TEAM MEMBERS WHO WILL BE ASSOCIATED WITH THE ASSIGNMENTS

(Details to be submitted i.r.o. every key Team member proposed to be associated with the assignments)

Name of the Person:

Office Address:

E-mail ID:

Phone Number Office:

Mobile:

Date since working in the Firm:

Professional Qualifications (Qualifying Date, qualification obtained and institute):

Present Designation:

Experience: (State clearly No of years of experience as well as specialised field)

Experience in undertaking/ handling Corporate as well as Litigation work/ filing cases/ drafting petitions/affidavits providing legal opinions etc. for Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body in last 05 years as on 31.12.2024.

If blacklisted / debarred etc. (Provide details):

Date:

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

DECLARATION CUM UNDERTAKING LETTER – NO SUB-CONTRACTING

(Undertaking from the bidder on the firm's letter head)

We (and our employees) shall not subcontract any portion of EMPANELMENT OF LAW FIRM FOR INDIAN MARITIME UNIVERSITY – KOLKATA CAMPUS FOR A PERIOD OF THREE (3) YEARS under this bid and failure to discharge this obligation will be considered by IMU-KC to be a Termination Event under terms & conditions of bid.

Signature and seal of authorized person

Date:

UNDERTAKING/DECLARATION

(The bidder(s) shall furnish the following Undertaking as part of the proposal on Firm's Letter Head)

"We hereby undertake and declare that we fulfil the eligibility criteria prescribed in the Bid No. _____ Dated _____ towards EMPANELMENT-OF LAW FIRM FOR INDIAN MARITIME UNIVERSITY – KOLKATA CAMPUS FOR A PERIOD OF THREE (3) YEARS and also confirm that there has been no conviction by any Court of Law or indictment/ adverse order by a regulatory or governmental authority for any grave offence against us.

It is certified that we have not been blacklisted/debarred/disqualified by any regulators/statutory body in India in the past. It is further certified that there is no investigation pending against us or our CEO, Directors/Partners/Employees.

It is certified that, no actions have been initiated against the Bidder or its CEO, Directors/Partners/Employees by Bar Council of India or any other Government/Statutory agencies with regard to any financial irregularities.

It is certified that no conflict of interest exists in IMU-KC as on date except as disclosed explicitly and if in future such a conflict of interest arises we will intimate the same to IMU-KC. Further, we hereby undertake that the decision taken by the Tender Committee of IMU-KC regarding the qualified Bidder shall be binding upon us"

(Signature, name and designation of the authorised signatory)

NON-DISCLOSURE AGREEMENT

This reciprocal NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Kolkata by and between:

The Indian Maritime University- Kolkata Campus (IMU-KC), is a Central University, under the Ministry of Ports, Shipping and Waterways, Government of India. (hereinafter referred to as “IMU-KC”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns);

AND

.----- (hereinafter referred to as “Law Firm” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

IMU-KC and the Law Firm are hereinafter collectively referred to as ‘The Party’.

The Party that discloses confidential information to the other party shall be referred to as the

‘Disclosing Party’ and the Party that receives such confidential information from the other party shall be referred to as the ‘Receiving Party’.

The terms ‘Receiving Party’ and ‘Disclosing Party’ shall include each party’s subsidiaries, associates, parents and their respective directors, officers and employees and the rights and obligations of the parties hereto therefore shall apply to such entities.

And Whereas

1. M/s. _____ is carrying on business of and has agreed to undertake Legal consultancy services and other related tasks as per the scope of work

For purposes of advancing their business relationship, the Parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder:

Confidential Information and Confidential Materials

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, a copy, abstract, sample, note or module thereof and Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential.

Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or Agents is covered by this agreement.

(b) Notwithstanding the forgoing, Confidential Information shall not include any information that: (i) is now or subsequently becomes publicly available without Receiving Party's breach or any obligation owed to Disclosing Party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party; or (iv) is independently developed by Receiving Party,

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks, tapes or drives, whether machine or user readable.

Restrictions :

Each party shall treat as confidential the Contract and any and all information ("Confidential Information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then also only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise,

sufficient to enable it to comply with all the provisions of this Agreement. If the service Provider shall appoint any Sub-Contractor, the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub-Contractor giving the IMU-KC an undertaking in similar terms to the provisions of this clause.

Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give the Disclosing Party reasonable notice (to the extent reasonably possible) prior to such disclosure and shall comply with any applicable protective order or equivalent.

(d) Unless otherwise mentioned in this agreement, Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the Confidential Material of others in order to prevent mixing.

Receiving Party may not reverse engineer, decompile or disassemble any information marked as confidential disclosed to Receiving Party.

Rights and Remedies:

Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(e) Receiving Party acknowledges that monetary damages may not be the only and/ or a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

Miscellaneous

All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

Any document provided under this Agreement is provided with restricted rights.

Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term 'residuals' means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver or any other provision(s) or of the same provision on another occasion.

Subject to the limitations set forth in this Agreement, this Agreement will insure to the benefit of and be binding upon the parties, their successors and assigns.

If any provision of this Agreement shall be held by a Court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

All obligations created by this agreement shall survive change or termination of the party's business relationship.

Term

This agreement shall be effective from the date mentioned hereafter and shall continue till expiry or termination of this agreement due to cessation of business relationship between the parties or three years from date of receipt of the relevant Confidential Information, whichever is later. Nothing contained in this clause shall be applicable to customer information shared amongst the parties, the duty of confidentiality of which shall be perpetual.

Return of information

The parties agree that upon expiry or termination of this agreement or any time during its currency and at the request of the Disclosing Party, the Receiving Party shall promptly (and in any case within 14 days) deliver to the Disclosing Party all copies of Confidential Information in its possession or under its direct control and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its officers, employees, advisors, to the extent the same are based on Confidential Information.

Governing Law

The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of India and the parties hereby agree to submit to the exclusive jurisdiction of the courts in Kolkata.

Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidential obligation for the Receiving Party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party.

The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Date:

For and on behalf of IMU-KC :

Name		
Designation		
Place		
Signature		

For and on behalf of M/s.-----

Name		
Designation		
Place		
Signature		

COMMERCIAL OFFER-COVERING LETTER
(To be furnished in the firm's letter head)

To
The Campus Director,
IMU- Kolkata Campus,
P-19, Taratala Road,
Kolkata- 700 088.

Sir/Madam,

We the undersigned offer to provide services for EMPANELMENT OF LAW FIRM FOR INDIAN MARITIME UNIVERSITY – KOLKATA CAMPUS FOR A PERIOD OF THREE (3) YEARS in accordance with scope detailed in your Bid No. Dated

Our Commercial Offer is attached herewith. The amount is inclusive of all taxes and inclusive of all expenses.

Our Commercial Offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations. The offer is valid up to the period of 100 days from the date of submission of the proposal.

Place

Yours faithfully

Date

(Name & designation, seal of the firm)

COMMERCIAL BID

Date:

Dear Sir,

Sub: Bid towards EMPANELMENT OF LAW FIRM FOR INDIAN MARITIME UNIVERSITY – KOLKATA CAMPUS FOR A PERIOD OF THREE (3) YEARS

Ref: No.: Dated

In terms of the above-mentioned bid document we submit herewith the Commercial Bid for providing Legal consultancy services to IMU-KC in accordance with scope of the work detailed in your Bid No. Dated

Schedule for Fee and Allowances**Fees for panel Law Firm I Various Courts/Tribunals/Commissions.**

S. No	Item of the work	Rates	GST	Total (inclusive of GST, if any)	
1	Fee for appearance in Hon'ble Supreme Court	Rs.			Per day (For Effective hearing)
		Rs.			Per day (For non-Effective hearing)
2	Fee for appearance in High Court	Rs.			Per day (For Effective hearing)
		Rs.			Per day (For non-Effective hearing)
3	Fee for appearance in District Courts/ Subordinate Courts	Rs.			Per day (For Effective hearing)
		Rs.			Per day (For non-Effective hearing)

4	Fee for appearance in Tribunal/Commissions	Rs.			Per day (For Effective hearing)
		Rs.			Per day (For non-Effective hearing)
5	Fee for Drafting SLP/Writ Petitions/Transfer Writ Petitions/Counter Affidavit/ Original Application	Rs.			For Supreme /High Court
		Rs.			For District Court
6	Fee for Drafting Additional Affidavit/Miscellaneous Applications etc.	Rs.			
7	Fee for Legal Opinion/Legal Notices	Rs.			
8	Fee for Filing Appeals (Revision/review) on behalf of the institute	Rs.			
9	Clerkage (no Clerkage will be paid on Simple adjournment)%			In percentage
10	Conference	Rs.			Per case (along with identical Cases)
11	Miscellaneous charges	Rs.			As per Actual
12	Similar/Identical Cases	Rs.			Where in two or more cases involve substantially identical questions of law or facts and where the main difference is in the names, addresses of the parties concerned, amount of money involved, etc., and / or where common or identical judgment are delivered, irrespective of the fact that all the cases are heard

					together or not, the Counsel/ Advocate shall be paid the full amount in the main case and Rs.250/- per case per effective hearing for each of the connected case(s). SLP/petitions of appeal arising out of one common judgment or order will be considered as one case, if they are heard together.
	Total				

Note: - In case, the Institute draft a reply or pleadings or miscellaneous applications which are afterwards sent to the counsel for legal vetting, an amount equivalent to 25% of the charges mentioned above for drafting such documents is liable to be deducted.

- i. The bid amount should be inclusive of all expenses.
- ii. The bidder should quote a single amount per item and the bidder should not submit lump sum amount e.g. in item 2 & 5 bidder must submit the amount per draft and not per case. In case, lump sum amount is quoted in each of the above-mentioned items the bids shall be rejected.
- iii. IMU-KC will deduct tax (TDS) while releasing payment, if applicable as per the law.
- iv. The bid with the lowest financial evaluated costs to IMU-KC shall be evaluated for the awarding of the contract.

(Signature of authorised signatory) (in the capacity of)

Duly authorized to sign Proposal for and on behalf of

AUTHORIZATION LETTER – TO NEGOTIATE, MAKE COMMITMENTS AND SIGN AGREEMENT

(To be furnished on the Firm's letter head)

Place.....

Date.....

To

The Campus Director,
IMU- Kolkata Campus,
P-19, Taratala Road,
Kolkata- 700 088.

Sir/Madam,

Subject: Authorization Letter for negotiation/signing of agreement and making commitments on behalf of Law Firm.

This has reference to your Bid No. _____ Dated _____ for Engagement _____ of
Law Firm _____ for _____ IMU-KC,
Mr/Miss/Mrs.....is hereby authorized
to negotiate, make commitments and sign agreement on behalf of
(indicate name of Legal Consultant)

Dated.....on.....on behalf of our organization. The specimen
signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name _____ of _____

Signature of Attesting Authority

Authorizing _____ Authority _____

Details of at least five previous engagements handling corporate as well as Litigation work/ filing cases/ drafting petitions/affidavits provided opinions etc. for Central Govt., State Govt., Central PSU, State PSU, banks or any other autonomous body during last five (5) years as on 31.12.2024:

Sr.No.	Name of the Client	Net worth of the Client	PSU/Non PSU	Brief Details of Scope of Work	Period of Assignment	
					From	To

Note: Supporting Documents including Client Certificate may be furnished

BIDDER PROFILE – Particulars of the Bidder

S.No	Particulars	
1	State the following:	
a	Name of Consultant:	
b	Legal status (e.g. Firm, LLP, etc.)	
c	Country of incorporation:	
d	Registered address:	
e	Year of Incorporation:	
f	Year of commencement of business:	
g	Principal place of business:	
h	Brief description of the bidder including details of its main lines of Business and Locations details (offices), including Global Locations. Name, designation, address, and phone numbers of Authorized Signatory of the Bidder:	
	Name:	
	Designation:	
	Address:	
	Phone No.:	
	E-mail address:	
	PAN/GST registration certificate	
2	For the Bidder Applicant, state the following information:	
a	In case of Global Firm, does the Firm have business presence in Kolkata? If so, provide the office address(es) in India & abroad. (Attach separate page, if required.)	Yes/No
b	Has the Bidder Applicant been penalized by any organization for poor quality of work or breach of contract in the last three years?	Yes/No
c	Has the Bidder Applicant ever failed to complete any work awarded to it by any public authority/ entity in last three years?	Yes/No
d	Has the Bidder Applicant been blacklisted by any Government department/PublicSector Undertaking in the last three years?	Yes/No
e	Has the Bidder Applicant suffered bankruptcy/insolvency in the last three years?	Yes/No
	Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder Applicant is not eligible for this consultancy assignment.	

Liquidated Damages (LD)

If Successful Bidder fails to deliver any or all of the Service(s) or perform the Services within the time period(s) specified in the bid, IMU Kolkata Campus shall, without prejudice to its other rights and remedies under and in accordance with the bid, levy Liquidated Damages (LD) from payments, which are due to the Successful Bidder.

For calculation of LD:

- i. In case of delay by the Bidder in delivery of services, the financial penalty as per the discretion of IMU Kolkata Campus will be imposed on the Bidder at the rate of 0.5% of the total contract value per week of delay, upto the maximum of 10% of the total contract value as per the Work Order between IMU Kolkata Campus and the Successful Bidder.
- ii. IMU Kolkata Campus reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by IMU Kolkata Campus to the company/firm.
- iii. Part of week will be treated as a week for this purpose.
- iv. However, IMU Kolkata Campus may, at its discretion, waive the Liquidated Damages (LD) in case the delay cannot be attributed to the Bidder.
- v. IMU Kolkata Campus will deduct the amount of Liquidated Damages (LD) from the payment due to the Successful Bidder.
- vi. Any such recovery or Liquidated Damages (LD) shall not in any way relieve the Successful Bidder from any of its obligations to complete the supply / service(s) or from any other obligations and liabilities under the Contract / Agreement / Purchase Order / Work Order.
- vii. IMU Kolkata Campus reserves the right to condone the delay, if it is not attributable to the Successful Bidder.

If the Successful Bidder fails to complete the due performance of the Contract / Work Order in accordance with the specification and conditions of the offer document, IMU Kolkata Campus reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.