

ELIGIBILITY CRITERIA

1) Eligibility-

- (i) Candidate should have LLB as educational qualification, preference will be given to LLM.
- (ii) The Advocate should be familiar with various branches of law especially those concerning laws of Regulatory matters related to Construction / Infrastructure Disputes, constitutional /service law, labour law, contract law, commercial law, property laws and taxation etc pertaining to Government department/ corporation.
- (iii) For designation of a Retainer to give opinion on cases before the Hon'ble High Court, District Courts, Tribunals, Judicial Forums and Arbitrators etc **he must carry atleast 10yrs experience as an Advocate after registration with Bar Council.**
- (iv) The Competent authority of Corporation will decide the referrals of the specific matter and case.
- (v) **Infrastructure Facilities:**
Advocate should have their own chambers in competent Courts and should have good office space with facilities like telephone, fax, computers, internet, etc.

2) Tenure of Retainership-

The initial engagement will be for one year or until further orders whichever is earlier. The BRIDCUL reserves the right to terminate the retainership at any time without assigning any reason thereof. The tenure may increase or decrease on the basis of performance and mutual consent.

3) General Terms and Conditions-

- (i) The retainer shall be engaged in cases where BRIDCUL is a party.
- (ii) Proforma matters:- where the BRIDCUL is a proforma party in matters pending before any court, the retainer may be engaged if deemed necessary in exceptional cases by the Competent Authority.
- (iii) Retainer Advocate should have experience of Constitutional law, Civil law, Commercial law, Property law, Contract Law, Corporate law, Contract Labour Act, arbitration, RTI etc pertaining to Government department/ corporation.



- (iv) The retainer will have to prepare within time bound period all the related legal document such as written statement/counter affidavit etc. related to cases of different courts/Public Service Tribunal/Arbitral Tribunal/Commissions and also will have to draft correspondence to different organizations / Institutions/Offices, etc.
- (v) The retainer will have to follow all the rules & regulations of BRIDCUL.
- (vi) Refusal of advocacy to accept any work without any reasonable cause (e.g. on grounds of conflict of interest) may entail removal of retainership.
- (vii) The retainer will not delegate cases and would himself deal with the same. He may have to coordinate and work with designated empanelled Senior Advocates, engaged in the case as well as with the officers of the BRIDCUL.
- (viii) The retainer under these guidelines shall not be employee of BRIDCUL for any purpose and therefore, shall not be eligible for any benefits available to its employees.
- (ix) The retainer shall maintain absolute secrecy and confidentiality about the cases of the BRIDCUL as required under the Act and rules/regulations framed there under.
- (x) The retainer shall accept the terms and conditions of the retainership as determined by the BRIDCUL from time to time.
- (xi) The retainer advocate will have to visit the office of BRIDCUL on daily basis atleast for half day on working days and will be available on call basis when urgency arises.
- (xii) Outstation travel shall be made after written consent of General Manager (HR & Legal), BRIDCUL.
- (xiii) The retainer will report to the General Manager (HR & Legal), BRIDCUL, Dehradun or the officer nominated by him for this purpose.

4) Documents required to be submitted by the Retainer Advocate-

The retainer will be required to submit their bio data with attested copies of the following documents:-

- (i) High School certificate in support of age of advocate (Sr. Partner in case of law firm)
- (ii) Certificates in support of educational qualifications
- (iii) Certificate of Registration with Bar Council
- (iv) Identity card issued by Bar Association / Bar Council
- (v) Details regarding representation of other Govt./PSU/Statutory Bodies/ construction Sector organizations.
- (vi) Documents regarding retainership with other Organizations, if any.



- (vii) Acceptance of all the terms and conditions of empanelment unconditionally and unequivocally.
- (viii) An undertaking from the advocate to the effect that all information furnished by him is correct.
- (ix) Other relevant information, if any, pertaining to legal practices.

5) Communication of Retainer-

A communication in writing to this effect shall be sent with acknowledgement and acceptance to the retainer as an agreement on stamp paper.

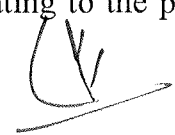
6) Private Practice and Restrictions-

- (i) An retainer advocate shall have the right to private practice which should not, however, interfere with or be in conflict with the efficient discharge of his duties a retainer of the BRIDCUL.
- (ii) The retainer shall not advise any party or accept any case against BRIDCUL.

7) Disablements-

Disablement on the part of the retainer advocate shall mean and include any of the following:

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



- (xiii) Seeking frequent adjournments or not objecting the adjournment moved by other party without sufficient reason.
- (xiv) There will be one month notice period from BRIDCUL and Retainer or vice-versa for termination of the agreement.

Retainership shall be liable to be cancelled due to occurring of any of the above disablements on the part of the retainer advocate.

8) The incumbent will get Rs. 15,000/- per month as Retainership fee.

9) **Doubt/ Difficulty-**

If there arises any doubt/difficulty with respect to the implementation/interpretation of any clause of these guidelines, the same shall be placed before the Managing Director, BRIDCUL and his decision in this regard shall be final and binding.

10) **Settlement of Dispute-**

If any conflict and dispute arise between empanelled retainer advocate and BRIDCUL, the matter shall be decided in the light of ARBITRATION AND CONCILIATION ACT 1996.

11) **Application Fee-**

The interested advocates are required to submit a non-refundable bank draft of Rs. 500/- in favour of MD, BRIDCUL payable at Dehradun, enclosed with resume.

12) **Last Date- 29.05.2023 upto 1530 hrs** for submitting resume and other documents to this office.

For any query the contact details is as follow:-



**Office of General Manager (HR & Legal),
BRIDCUL, Awasthapana Bhawan,
583th, Opposite Govt. ITI Niranjanpur, Majra,
Saharanpur Road, Dehradun- 248001
Email- bridcul@gmail.com
Phone- 0135-2522941**