



कर्मचारी राज्य बीमा निगम (क्षेत्रीय कार्यालय)
Employees State Insurance Corporation (Regional Office)
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
(Ministry of Labour & Employment, Govt. of India)
(आई. एस. ओ। 9001-2008 प्रमाणित/ ISO 9001-2008 Certified)
पंचदीप भवन, ई. डी. सी. प्लॉट संख्या 23, पाट्टो, पणजी, गोवा – 403 001
Panchdeep Bhawan, EDC Plot No. 23, Patto, Panaji, Goa – 403 001

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No. 32-T-11/11/01/Legal/Vol.C

Date: 01.05.2017

Empanelment of Advocates in the Employees' State Insurance Corporation, Goa

Regional Director, Employees' State Insurance Corporation (**the Corporation**), Goa invites application from competent practicing Advocates, for empanelment as Standing Counsel to represent ESIC, Goa before various Courts and Tribunals, such as Employees' State Insurance Court, Judicial First Class Magistrate Court, Consumer Courts etc. in Goa. Eligible applicants may send their application to "The Regional Director, ESIC, Regional Office, Panchdeep Bhawan, EDC, Plot No. 23, Patto Pananji, Goa – 403 001" latest by **19.05.2017 at 05:30 P.M.**

Terms & Conditions of empanelment and assignment of cases are as under:-

Terms & Conditions:

1. Eligibility:

Advocates should have minimum of 5 years' experience of standing in the Bar and should have handled Labour Law related cases and should be well versed with the ESI Act as well as other related Acts and Codes. They should not be handling any case at present against the Corporation.

2. General:

- (i). The Advocate shall not necessarily be empanelled for specific court and shall accept the work assigned to him/her and shall not refuse to accept any case without reasonable cause.
- (ii). Refusal by any Advocate to accept any case otherwise than on grounds of conflict of interests, may entail removal of such advocate from the panel. Similarly, ***no advocates as long as his name is on the panel shall contest any matter against the Corporation.***
- (iii). The Advocates empanelled under these guidelines shall not be employees of the Corporation and, therefore, shall not be eligible for any benefits available to the employees.
- (iv). The empanelled Advocate shall maintain absolute secrecy and confidentiality about the cases of the Corporation.

3. Tenure /term of Empanelment :

The initial empanelment will be for Five years or until further orders whichever is earlier. Performance of empanelled advocates shall be reviewed on annual basis. However, on completion of the term and satisfactory performance of the advocate, the empanelment may be renewed for a period of another Five years by the Corporation. The corporation reserves the right to terminate the empanelment of any advocate at any time with a notice of 15 days.

4. Schedule of Fee:

(i) Fee structure is as under:-

Sl. No.	Court	Consolidated fees
1.	State Consumer Forum, District and Subordinate Courts and other Tribunals	Rs.12,000/-
2.	E.I. Courts, Magistrate Courts and District Consumer Forum	Rs.5000/-

- (ii). 50% of the fee, if requested so by the advocate, shall be paid on the completion of pleadings and balance 50% shall be paid after arguments, finalization of the case and on submission of certified copy of the judgement along-with his/her opinion in case the judgement goes against the Corporation either in full or part.
- (iii). Miscellaneous expenditure including Court Fees shall be paid on actual basis on the submission of bills along-with the statements and/or Vouchers.

5. Procedure for Empanelment:

The Regional Director, ESIC, Goa will consider the bio-data for empanelment only on merit and while considering the requests from the advocates, length of practice and specialization in the area concerning the Corporation shall be given priority.

6. Documents to be submitted by the Advocates:

- i. Matriculation certificate in support of Age.
- ii. Certificate of Registration with Bar Council.
- iii. Identity Card issued by Bar Association/Bar Council.
- iv. Certificates in support of educational qualification.
- v. Full details of experience in the field of Labour Laws.
- vi. An undertaking from the advocates to the effect that all information furnished by him/her is correct.

7. Communication of Empanelment;

After a decision to empanel the advocate is taken, a communication in writing to this effect shall be sent to the Advocate with acknowledgement and acceptance due. The process of empanelment shall be complete when the Corporation receives an acceptance letter from the advocate.

8. Right to Private Practice and Restrictions:

- (i). An advocate shall have the right to private practice which should not, however, interfere with or be in conflict with the efficient discharge of his/her duties as an empanelled advocate of the Corporation.
- (ii). An advocate shall not advise any party or accept any case against the Corporation in which he/she has appeared or is likely to be called upon to appear or advise.

9. Disablements: disablement on the part of the Advocate shall mean and include any of the following:

- (i). Giving false information in the application for empanelment;
- (ii). Handing over the case to another advocate, except to a duly appointed Junior Advocate;
- (iii). Failing to attend the hearing of the case without sufficient reason and prior information;
- (iv). Threatening, intimidating or abusing any of the Corporation's employees, officers, or representatives;
- (v). Committing an act tantamounting to contempt of Court or professional mis-conduct;
- (vi). Conviction of the Advocate in any offence resulting into arrest or detention or disbarment by the Bar Council;
- (vii). Passing on information relating to Corporation's case on the opposite parties or their advocates which is likely to cause damage to the Corporation's interests;
- (viii). Giving false or misleading information to the Corporation relating to the proceedings of the case;
- (ix). Frequent adjournment being obtained or not objecting the adjournment moved by other party without sufficient reason; and
- (x). Empanelment shall be liable to be cancelled due to occurring of any of the above disablements on the part of the Advocate, with a notice of 15 days.

10. Removal of Difficulty;

In the matter of implementation of these guidelines, if any, doubt or difficulty arises or doubt regarding the interpretation of any of the clause of this Notice, the same shall be placed before the Corporation and the decision of the Corporation thereon shall be final. The Corporation in this contrast would mean **The Regional Director, ESI Corporation, Goa.**