



**EXPRESSION OF INTEREST (EOI) FOR
EMPANELMENT OF LAW FIRMS/ADVOCATES
AS SPECIAL LEGAL CONSULTANTS**

EOI No. NHSRCL/CO/F&L/LEGAL/2022/3

September, 2022

**NATIONAL HIGH SPEED RAIL CORPORATION
LIMITED**



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1. **INTRODUCTION**

National High Speed Rail Corporation Limited (NHSRCL) is a joint venture between Government of India (GOI), Government of Gujarat (GOG), and Government of Maharashtra (GOM) with equity participation of 50:25:25 respectively to plan, design, develop, build, commission, maintain, operate high speed rail services between the States of Maharashtra and Gujarat and / or for any other area either on its own or by taking over or leasing or otherwise on any other model and build new transit routes of any mode or a combination of modes with all associated infrastructural facilities. NHSRCL is constructing MAHSR Corridor spanning total length of 508 route km passing through Maharashtra, Dadra & Nagar Haveli and Gujarat. The NHSRCL is preparing to award a number of contracts through International / National Competitive Bidding to various Indian and International contractors, joint ventures and consortiums. Various contracts awarded for MAHSR corridor are under execution which were awarded through International / National Competitive Bidding to various Indian and International contractors, joint ventures and consortiums. Over 89% of required land has been acquired for construction of MAHSR Corridor and remaining portion of land is under acquisition.

2. **SCOPE OF WORK**

NHSRCL is interested to empanel Special Legal Consultants who have specific experience in dealing with legal matters arising in course of execution of infrastructural development projects funded by Multilateral Development Banks (MDBs). In particular, the special legal consultants must have experience & exposure in infrastructure, project finance, taxation and arbitration / litigation issues arising out of such infrastructural development projects funded by MDBs.

The special legal consultants have to extend their services as under:

- A. Legal opinion on various matters related to infrastructure, project finance, contractual, taxation and arbitration / litigation issues.
- B. Conduct litigation / arbitration on behalf of NHSRCL on being empaneled.

The scope of work to be undertaken may include:

- (i) steps to be taken for preventing a recurrence of disputes –



- (a) contractual steps i.e., changes in contract management practices,
 - (b) amendment of tender & contract document, if required,
 - (c) contract reporting practices and formats,
 - (d) approaches to/methods of evaluating time and cost.
- (ii) recommendation on approach to be taken by NHSRCL in the dispute.
 - (iii) review of incompatibility of various clauses, if any - contractual & legal.
 - (iv) recommending alternative approaches in similar domestic / international contracts governed by FIDIC conditions of contracts.
 - (v) providing potential solutions in other Design & Build contract formats.
 - (vi) Review and commenting on project tenders & contracts and/or financing documents executed or to be executed by NHSRCL with MDBs, project partners, contractors, suppliers to implement its projects.

3. Number of Law Firms/Advocates (Special Legal Consultants) to be empaneled:

10 (Ten) Law Firms/Advocates (Special Legal Consultant) are to be empaneled for Delhi. Applications are invited from eligible and competent Law Firms/Advocates for empanelment as Special Legal Consultants in NHSRCL for providing legal services as described in Para - 2 above.

Law firms/advocates already empaneled with NHSRCL can also apply for empanelment as special legal consultants subject to fulfillment of eligible criteria by respective firms. Merely previous empanelment with NHSRCL will not ensure their empanelment as Special Legal Consultant.

4. MINIMUM ELIGIBILITY CONDITIONS

- i. LL. B from a University recognized by Bar Council of India. Copy of enrolment certificate to be attached. (if applicant is a law firm the enrolment certificate issued to the managing partner to be attached). Minimum post-qualification experience of 15 years in litigation and advisory services related to contractual / arbitration matter is required (if the applicant is Law Firm then the managing partner should possess requisite experience). For calculation of post



- qualification experience the base date will be the date of enrolment certificate.
- ii. The age of Advocate / Managing Partner of Law firm (whose experience is being considered for meeting eligibility criteria) should not be more than 65 years (cut-off date for age - 31.08.2022).
 - iii. The Law firm/ Advocates should have adequate demonstrable experience in following activities: -
 - (a) Litigation and arbitration and/or advisory services in matters pertaining to such Infrastructure project contracts for contract value of more than Rs. 100 Cr for last five calendar year since 1 Jan 2017.
 - (b) Project financing of infrastructure projects (of value more than Rs. 100 Cr), Land Acquisition matters (for project value more than Rs. 100 Cr) on behalf of acquisition authority or project implementing agency for last five calendar year since 1 Jan 2017.
 - (c) Taxation/corporate law.
 - iv. The Law firm/ Advocates should have dealt with at least 3 cases and/or 3 opinions in last 3 years since 01 Jan 2019 in any of the areas mentioned in para iii. above for values mentioned therein. Details are to be filled in appropriate column of the application form.
 - v. The Law firm/Advocates should have an independent office setup in Delhi/Noida/Gurugram/Ghaziabad with requisite infrastructure, resources and must have an adequate bench strength of dedicated associates.
 - vi. The Law firm/Advocates must have an annual turnover of not less than Rs. 18 Lakhs per year in any of the last 3 financial years (i.e. F.Y.2019-20, F.Y.2020-21 & F.Y.2021-22) and a self-certificate to this effect should be submitted.
 - vii. The Law firm/Advocates should be empanelled with at least one Central Government Department/Government Company/ any undertaking or entity where central government ownership is equal to or more than 50% at the time of submitting application.
 - viii. The Law firm/ Advocate must not have been debarred (Ref.: Para 10 of this EOI).

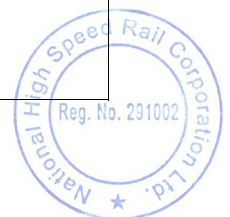


Note:

In the event of more than 10 firms meeting the eligibility conditions, the top 10 applicants shall be selected on the basis of highest number obtained under marking criteria prescribed in Para-5.

5. EVALUATION METHODOLOGY:

S.No.	Criteria	Marks (Total=100)
1.	Experience in relevant field as per Para 4(iii)	15 marks for having experience of 15 years In addition, 2 marks only for each additional completed year of experience over and above 15 years. Subject to maximum marks of 25.
2.	Dealing of litigation and arbitration and/or advisory services in matters pertaining to such Infrastructure project contracts for contract value of more than Rs. 100 Cr. [as per Para 4(iii)(a)]	5 marks for every instance in litigation / arbitration / advisory services. Subject to maximum marks of 20.
3.	Dealing of project financing of infrastructure projects (of value more than Rs. 100 Cr), Land Acquisition matters (for project value more than Rs. 100 Cr) on behalf of acquisition authority or project implementing agency [as per Para 4 (iii)(b)]	2.5 marks for every instance in litigation / advisory services. Subject to maximum marks of 10.
4.	Dealing of Taxation/Corporate Law Case/Opinion [as per Para 4 (iii)(c)]	2.5 marks for every instance. Subject to maximum marks of 10.
5.	Empanelment with any Central Government Department / Government Company/ or any undertaking or entity where central government ownership is equal to or more than 50%.	5 marks for each empanelment. Subject to maximum marks of 25.



S.No.	Criteria	Marks (Total=100)
6	The Law firm/ Advocates have experience in dealing with litigation and/or advisory work in the matter of projects funded by Multilateral Development Bank (MDB) like World Bank, JICA, ADB etc. in the last three calendar years	10 Marks

- The empanelment will be considered strictly on the basis of Total marks obtained in the various Criteria.

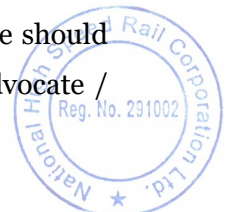
In case two or more law firms/advocates are tied, they will be treated equally.

6. PAYMENT TERMS:

The schedule of fee payable for services rendered shall be applicable as given in the attached **Annexure – I**. It may please be noted that the Schedule of Fees as given in **Annexure –I** is fixed. NHSRCL reserves the right to revise the fee schedule at periodic intervals.

7. TERMS & CONDITIONS (GENERAL)

- A. The empanelment would be initially for a period of three (03) years i.e. up to 31st December, 2025. The tenure of empaneled Advocates/ Law firms may be renewed, depending upon their performance and requirement of the Company. However, it is expressly stated here that the Company reserves the right not to empanel any legal consultant/ advocate / law firm or renew its period at any time without assigning any reason therefor.
- B. The Company reserves the right to empanel or not to empanel any advocate / law firm or to request additional documents or clarification from applicants at any stage or to cancel the process entirely at its sole discretion without assigning any reason whatsoever.
- C. The Company reserves the right to verify the work experience claimed to have been done by the applicant.
- D. Mere submission of application does not entitle an applicant for empanelment or confer any right to the advocate / law firm to receive any work from NHSRCL.
- E. Overwriting/ correction/ erase and/ or use of white ink should be avoided. However, if any overwriting/ correction/ erase is inevitable, the same should be authenticated with the signature and seal of legal consultant/ advocate /



authorized person of law firm.

- F. In case of any dispute remaining unresolved, decisions of NHSRCL shall be final and binding.
- G. The Law firms/ Advocate shall be solely responsible for the correctness of the details provided in the application and in case of misrepresentation noticed at any time, the law firm/ advocate, is liable to be removed from the list of empanelment and the cases in hand may be withdrawn and the law firm/ advocate is liable to be debarred for three years from the entrustment of any work by NHSRCL as per company policy.
- H. Correspondence with applicant:
Except as provided in EOI, NHSRCL shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.
- I. NHSRCL at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
- (i) suspend and / or cancel the EOI process and / or amend/ supplement the EOI process or modify the dates or other terms & conditions relating thereto;
 - (ii) consult any applicant in order to receive clarification or further information;
 - (iii) empanel or not to empanel any applicant;
 - (iv) retain any information and /or evidence submitted to the NHSRCL by, on behalf of, and/ or relation to any applicant;
 - (v) independently verify, disqualify, reject and / or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any applicant.

8. TERMS & CONDITIONS (FOR WORK DISTRIBUTION):

1. The Company reserves the right to assign the work to any empaneled law firm / advocate at its sole discretion without assigning any reason whatsoever.
2. NHSRCL reserves the right to allot matters/ cases to the law firm(s) /advocate(s) from the empaneled list or outside the list, at its sole discretion, keeping in view the urgency and importance of a particular matter.
3. The law firm / advocate will be engaged by NHSRCL on case-to-case basis and the allocation of work will be decided by NHSRCL.
4. Empanelment does not confer any right or claim that the law firm / advocate



shall alone be entrusted with the work of NHRCL.

5. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the advocate/ law firm to inform NHRCL, detailing the conflict in writing as an attachment to its Bid.
6. NHRCL will be the final arbiter in cases of potential conflicts of interest. Failure to notify NHRCL of any potential conflict of interest will invalidate the bid.
7. NHRCL may, at any time, at its discretion, withdraw from the law firm / advocate any proceedings/ matter /brief.
8. After completion of case, expiry of tenure, or de-panelment of Advocate or decision to withdraw the case from the Advocate, either on its completion or in between, all such cases/files in the custody of the Advocate will be returned to NHRCL without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

9. COMPLIANCE CERTIFICATE BY ADVOCATE / LAW FIRM:

The advocate/ law firm and his team shall comply with the following conditions:

- A. Shall not sub-contract/ assign the work.
- B. Will work in strict confidence and must ensure that the data (legal or otherwise), statement, information in respect of the operation of the location / work center/ legal agreements or documents / pleadings/ etc. is dealt with in strict confidentiality and secrecy. The empaneled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to NHRCL.
- C. Should abide by advocate client privileges.
- D. Confirm through a Certificate of Independence that:
 - (i) No partner of the law firm is related to any of the Key Managerial Personnel/ or any Whole Time or Part Time Directors of the Company.
 - (ii) Neither the advocate / law firm nor its partner(s) or associates is having any interest in the business of the Company.
- E. Advocate(s) / member(s) of law firm were never been penalized by the Bar Council of India or any other state bar council or any other Government Authorities in any disciplinary proceedings.
- F. Should not have been blacklisted by any Central Govt. / State Govt. / Government Company/ PSU/Govt. Bodies.
- G. Accept and will provide their services as per the mentioned Schedule of Fees of NHRCL.



Private practice and restrictions:

- H. Shall have the right to private practice, which should not, however, interfere with or be in conflict with the efficient discharge of his duties as an empaneled advocate of NHSRCL (**Conflict of Interest**).

Further, the law firm/ advocate shall ensure that during their empanelment with NHSRCL, there is no conflict of interest with NHSRCL vis-à-vis their other clients. The empaneled law firms/ advocates shall also not advise any party, render any legal opinion or accept any case against NHSRCL in which he has appeared or is likely to be called upon to appear or give advice or render any such service (as indicated in scope of work and at para IV above), which is likely to lead to a situation of conflict with the interest of NHSRCL and / or compromises the position of NHSRCL legally or otherwise.

- I. Shall not advise any party or accept any case against NHSRCL or cases against its interest of any nature whatsoever.
- J. Shall not entertain any case against NHSRCL arising out of any court.
- K. If the advocate happens to be a partner of a firm of lawyers or solicitors, it will be incumbent upon the firm not to entertain any case against NHSRCL or impinging on its interest of whatsoever nature arising in any Court.
- L. The law firm / advocate will take necessary steps to protect the interest of NHSRCL in matters entrusted to it from time to time.
- M. The law firm/ advocate shall keep NHSRCL informed regarding the developments in the matters entrusted to it.
- N. Unless a case is specially assigned, the law firm / advocate will not on its own receive Summons/ Notices on behalf of NHSRCL; and even if any summon/ notice is received and no Vakalatnama is given by NHSRCL, the law firm shall not otherwise deal with such cases and immediately inform NHSRCL in this regard.
- O. The law firm / advocate shall not use the Company's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of NHSRCL.

10. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

The advocate / law firm will be debarred/ removed from empanelment, present and /or in future, in NHSRCL, if:

- A. obtains the empanelment on the basis of false information / misstatement.



- B. does not take up work in terms of empaneled letter.
- C. handing over the brief of matter to another advocates / law firms without prior written permission of NHSRCL.
- D. fails to abide by advocate client privileges.
- E. fails to maintain/ honor confidentiality and secrecy of the Company's data, statement and any other information.
- F. fails to attend the hearing of the case without sufficient reason and prior information to the Company.
- G. passing of information relating to NHSRCL's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Company's interest, legal or otherwise.
- H. giving false and/or misleading information to the Company relating to the proceedings of the case.
- I. threatening and/or intimidating and/or abusing any of the employees or officers or representatives of the Company.
- J. not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.
- K. misappropriation of NHSRCL's funds or earmarking / using the same towards his fee without NHSRCL's permission.
- L. committing an act tantamount to contempt of court or professional misconduct.
- M. making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/ appeal related to NHSRCL's without prior permission.
- N. conviction of the advocate in any offence resulting into arrest or detention due to moral turpitude or detention or disbarment by the Bar council;
- O. not acting as per NHSRCL's instruction or going against specific instructions.
- P. frequent adjournment being obtained or not objecting the adjournment moved by other party without sufficient reason.
- Q. There is a dissolution / winding up of Law firm.

Empanelment shall be liable to be cancelled consequent upon occurring of any of the above said conditions.

11. INTERPRETATIONS

NHSRCL reserves the right for allotment of legal work as envisaged



hereunder and no claim of any nature will be entertained in this regard. In case of any doubt or difference of opinion, interpretation issue or ambiguity as regards the terms and conditions of empanelment of Law Firms/Advocates (Special Legal Consultant) the same shall be decided by GM/Finance & Law whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. GM/Finance & Law shall be the sole nodal officer for all the purposes/correspondence.

12. APPLICATION PROCEDURE:

- A.** The applicant should submit duly filled and signed application in format prescribed in **Annexure II and II-A (applicable for Advocate/Law Firms)** in a sealed envelope super scribed with “Expression of Interest (EOI) for empanelment in NHSRCL as Special Legal Consultants” at following address by post/ courier / speed post/ in person on or before 02nd Nov,2022 latest by 15.30 hours to

Manager (Law)
National High Speed Rail Corporation Limited,
2nd Floor, Asia Bhawan,
Sector – 9, Dwarka,
New Delhi – 110077,
Ph. No. 011 – 28070000. E-mail: - legal@nhsrcl.in

(Application received thereafter whether by post/courier or by hand delivery or otherwise will not be entertained)

- B.** Your empanelment shall be strictly on the basis of application format given at Annexure – II (A) and irrelevant and unnecessary papers should be avoided to be attached (except wherever prescribed in this EOI). Application submitted in any other form / mode / incomplete application shall not be considered and would be rejected out rightly.

C. Before dispatching, please see that following documents are attached:

- (i) Enrolment certificate/Deed of incorporation of the law firm.
- (ii) Enrolment Certificate issued by Bar Council to Advocate / Managing Partner of Law Firm.
- (iii) Power of attorney / authorization letter issued in favour of authorized



- signatory of law firm (for application submitted by law firm).
- (iv) Documentary proof showing empanelment with Central Government Department/Government Company/ or any undertaking or entity where central government ownership is equal to or more than 50%.
- (v) Original signed and sealed Self – Certification (Format of self- certification is given at **Annexure – II**).
- (vi) Each page of application has to be signed by applicant.
- D. Name & Address of the advocate / law firm must be mentioned on the envelope containing application for empanelment.
- E. NHSRCL does not take any responsibility for loss of application in transit.
- F. NHSRCL shall notify the successful advocate / law firm in writing by a Registered Letter/ Courier/ email/ Speed Post/ FAX or per bearer about his / her empanelment.
- G. NHSRCL reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reason thereof and no claim/dispute in this regard shall be entertained.
- H. Law firms/advocates already empaneled with NHSRCL can also apply for empanelment as special legal consultants.**
- I. **Schedule of Empanelment Process:**
NHSRCL would endeavour to adhere to the following schedule:

Event/Description	Date
Publishing of EOI	23.09.2022
Last date for receiving queries	10.10.2022 before 16.00 hours
Pre-Proposal Conference	12.10.2022 at 11.00 hours
Final date for Corrigendum, if any	13.10.2022
Last date of EOI Submission	02.11.2022 upto 15.00 hours
Opening of EOI	02.11.2022 at 15.30 hours
Letter of empanelment	To be declared

J. Pre-Proposal Conference / Queries:

The Pre-Proposal Conference shall be on date as mentioned in Para –I above via zoom link e-mailed to potential applicants.

Only queries received by last date for receiving queries will be answered in the pre- proposal conference. No other point or question will be entertained.

Those desirous of attending should e-mail request for invite at least two days in advance. The applicant(s) may submit their queries/request to attend pre proposal conference through email legal@nhsrcl.in or at the following venue:



**Manager (Law)
National High Speed Rail Corporation Limited,
2nd Floor, Asia Bhawan,
Sector – 9, Dwarka,
New Delhi – 110077,
Ph. No. 011 – 28070000.**



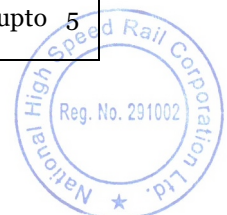
Annexure – I

Schedule of Fee payable to Law Firms/ Advocates (Special Legal Consultant) –NHSRCL

A.

Professional Fee:

Sl. No	Subject	Schedule of Fees (excluding taxes)
I. Before the Supreme Court and Domestic Arbitration in JICA funded package		
1.	a) Appearance	a) Rs. 75,000/- per hearing (Half of the fee will be paid for non-effective hearing)
	b) Preparation of Special Leave Petitions/Counter Affidavit/ Written statements including reply to stay application to the suit / writ petition/ LPA/Preparation of misc./interim applications & replies, impleadment application and any other application / petition	b) Rs. 300/- per page of main text drafted (excluding the text reproduced from other documents and Annexures) subject to maximum of Rs. 1.00 Lakh. Minimum charges Rs. 10,000/- (lump-sum) per document, irrespective of number of pages in the document.
	c) Consultation/Conferences	c) Rs. 10,000/- (Maximum upto 5 consultations/ conferences)
	d) Advocate on record	d) Rs.15,000/-
2.	Filing of Caveat	Rs.15,000/-
II. Before the High Court / National Green Tribunal		
1.	a) Appearance	a) Rs. 50,000/- per hearing (Half of the fee will be paid for non-effective hearing)
	b) Preparation of Special Leave Petitions/Counter Affidavit/ Written statements including reply to stay application to the suit / writ petition/ LPA/Preparation of misc./interim applications & replies, impleadment application and any other application / petition	b) Rs. 250/- per page of main text drafted (excluding the text reproduced from other documents and Annexures) subject to maximum of Rs. 75,000/-. Minimum charges Rs. 8,000/- (lump-sum) per document, irrespective of number of pages in the document.
	c) Consultation/Conferences	c) Rs. 6,000/- (Maximum upto 5 consultations/ conferences)
2.	Filing of Caveat	Rs. 12,000/-
III. Other Courts and Domestic Arbitration in Non-JICA Contract		
	a) Appearance	a) Rs. 10,000/- (Half of the fee will be paid for non-effective hearing).
	b) Preparation of Petitions/ Written statements/ replies / rejoinder/appeal, preparation of interim petition	b) Rs. 200/- per page of main text drafted (excluding the text reproduced from other documents and Annexures) subject to maximum Rs. 30,000/-. Minimum charges Rs. 7,000/- (lump-sum) per document, irrespective of number of pages in the document.
	c) Consultation/Conferences	c) Rs. 2,500/- (Maximum upto 5 consultations/ conferences)



Other Courts – Before the District Courts / City Civil Court/ Consumer Court/ Small Causes Court/ Appellate Tribunal / other Authorities/ Tribunals/ Commission/ Forum/ EO/ Labour Court/ CIC etc.

B. Transactional Services (Vetting of Documents etc.):

Sl. No	Subject	Schedule of Fees (excluding taxes)
1	Vetting of Documents- Agreements & any other documents. Notices/ Reply to Notice other than pending court cases, legal notices & its replies.	Rs. 200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of Rs. 30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges Rs. 15,000/-

C. Advisory Services (Opinions etc.):

Sl. No	Subject	Schedule of Fees (excluding taxes)
1	Fee for written opinions as and when required on interpretation of law, opinion on documents when specially mentioned to opine on specific issue/issues. Note: No fee will be paid in case of written opinion given in contesting / pending cases	Rs. 500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of Rs. 50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges Rs. 25,000/-

Notes (forms part and parcel of above Schedule of Fee):

1. The schedule of fee payable for services rendered as given above is fixed. However, NHRCL reserves the right to periodically review the same.
2. The law firm/ advocate appearing for NHRCL before any Court/ Tribunal shall be entitled to claim full fees only in case of effective hearing. For non-effective hearing the law firm/ advocate shall be entitled to half of the fees.
3. **Effective hearing:** Effective hearing for the purpose of claiming appearance fee in a place means a hearing in which one or both the parties involved in the case are heard by the court. If the matter is called in its turn and the Counsel is present to represent NHRCL and the Court/Tribunal listens to the submissions made by him or 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 without any hearing or only routine directions are given or only judgment is delivered by Court/Tribunal, it would not constitute an effective hearing but will be termed as non-effective hearing.
4. Where two or more cases involving substantially identical or similar questions of law or facts are heard together, the law firm / advocate will be paid full fee in one case and 1/4 of the fees in rest other cases upto 10 cases.
5. The Law firm will be paid fees with respect to appearance of only one advocate



of the firm.

6. Clerkage will be paid @ 5% against professional fee only.
7. For outstation appearance: The expenses towards to and fro travel and boarding and lodging will be as under:
 - i) for *senior Advocates* - Journey by business class by air or first class by train and boarding and lodging as applicable to the officer of the rank of ED of NHSRCL.
 - ii) for *other Advocates* - Journey by economy class by air or by first class by train and boarding and lodging charges is applicable to the officer of the rank of AGM of NHSRCL
8. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
9. Fee of ASGI / AGI and Senior Advocate designated by High/Supreme Court are not being stipulated as they are engaged in very few important cases only through NHSRCL's panel Advocates and their fee varies from case to case depending upon the importance and question of law etc. of the matter as per the memo raised by them. Fee for such case may be decided by the Competent Authority/ NHSRCL as per delegation in SOP depending on the merit of each case. Specific approval in writing of the Competent Authority for engagement of the Senior Advocate shall be required.
10. **No retainer fee** shall be paid to any empaneled Advocate or Law firm.
11. No advance payment shall be made.
12. Misc./ out-of-pocket expenses/ Court fee shall be reimbursed as per actuals and GST (if any) at applicable rates in addition to the above rates. In case of expenses exceeding Rs. 1,000/-, the counsel shall be required to produce bill thereof.
13. The day-to-day proceedings in the cases assigned to the empaneled advocate shall be intimated in writing or by e- mail to GM (Finance & Law).
14. The performance of empaneled Advocates shall be continuously monitored and examined by the GM/Director and their continuance with NHSRCL shall depend on their performance.
15. NHSRCL reserves the right to cancel the name of any empaneled Advocate without assigning reason thereof.
16. After completion of case, expiry of tenure, or de-panelment of Advocate or decision to withdrawn the case from the Advocate, either on its completion or in between, all such cases/files in the custody of the Advocate will be returned to NHSRCL without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.
17. TDS as per applicable rules will be deducted from all payment.



Annexure – II

Self – Certification

This is to certify that:

- a) I / we fulfill all the requirements laid down for empanelment under the heading Terms & Conditions (General) & Terms & Conditions (Work distribution) and also agree to abide by all the conditions mentioned under the heading Compliance Certificate (given under Clause 7,8 & 9 respectively of the EOI).
- b) I / we are not debarred in terms of the provisions mentioned in Clause 10 of EOI.
- c) I / we are a regular taxpayer and certify that our annual Turnover in one or more of the following years (F.Y.2019-20/2020-21/2021-22) was above Rs. 18 lakhs
- d) I / we have experience of 15 years or more in litigation / advisories in matters as calculated from date of enrolment as defined in clause 4 (i).
- e) I/ we have an independent office setup at Delhi/Noida/Gurugram/Ghaziabad with requisite infrastructure, resources and have an adequate bench strength of dedicated associates.

This is to further certify that the above mentioned details are true to the best of my / our knowledge and belief.

Signature and seal:

Name of Advocate / Authorized Signatory of Law Firm:

(IN BLOCK CAPITALS)

Designation: _____

Place: _____

Date: _____



Annexure – II (A)

Application format (On letter head of Advocate/Law Firm)

1. Name (Advocate/Law Firm) :
2. a) Date of Birth (for Law Firm Date of Birth of Managing Partner) :
b) Age :
[Cut-off date – 31 August,2022, Please refer
Clause 4(ii) of the EOI]
3. Year of passing /Completion of LL.B. from the :
University recognized by Bar Council of India (Please
provide a copy of Enrolment certificate, refer to
Clause 4 (i) of EOI)
4. Details of Post Qualification Experience:
 - a) Total no. of years of experience (to be calculated from date of enrolment) :
 - b) Court where regularly practicing (with date) :
(if, applicant is Law Firm details of Managing Partner be provided)
5. Official Address :
Mobile and Telephone No. with STD code :
Fax. No. with STD Code :
Email address :
PAN no. :
GST No. (if any) :
6. Empanelment with any Government Company/PSU/Entity involve in
infrastructural development:

Sl. No.	Name of Central Government Department/Government Company/or any undertaking or entity where ownership of Central Government is 50% or more [Refer Para 4 (vii) & Para 5 Sl. No. 5]	On panel since (Please provide a copy of empanelment)
1		
2		
3		
4		
5		

7. **I**
Details of the litigation and arbitration and/or advisory work in matters pertaining to such Infrastructure project contracts for contract value of more than Rs. 100 Cr.
[Refer to Para 4 (iii) (a) & Para 5 Sl. No. 2]:



Sl. No.	Case No. with name of court/Subject of advisory work	Name of the Parties	Work for which litigation arose	Value of Project/work (in Rs.)	Brief description
1					
2					
3					

II

Details of the matter related to Project Financing of Infrastructure Projects (of value more than Rs. 100 Cr), Land Acquisition matters (for project value more than Rs. 100 Cr) on behalf of acquisition authority or end user [Refer to Para 4 (iii) (b) & Para 5 Sl. No. 3]:

Sl. No.	Case No. with name of court/Subject of advisory work	Name of the Parties	Work for which litigation arose	Value of Project/work (in Rs.)	Brief description
1					
2					
3					

III

Details of the Taxation/Corporate Law Case/Opinion [Refer to Para 4 (iii) (c) & Para 5 Sl. No. 4]:

Sl. No.	Case No. with name of court/Subject of advisory work	Name of the Parties	Work for which litigation arose	Value of Project/work (in Rs.)	Brief description
1					
2					
3					

8. Whether the Law firm/Advocate has dealt with litigation and/or advisory work in the matter of projects funded by Multilateral Development Bank (MDB) like World Bank, JICA, ADB etc. in the last three calendar years? If yes, fill details as under:

The cases defended [Refer to Para 5 Sl. No.6]:

Sl. No.	Case No. with name of court/Subject of advisory work	Name of the Parties	Work for which litigation arose	Value of Project/work (in Rs.)	Brief description
1					
2					
3					

9. List of self – attested enclosures:



Verification

1. I have read all the terms and conditions set out in the EOI dated issued by National High Speed Rail Corporation Limited, and hereby accept the same without any deviation.
2. I have no objection if enquiries are made about the work listed by me in the accompanying sheets/annexure.
3. I have verified the details indicated above and do confirm that all the information submitted is true.

Signature and seal:

Name of Advocate / Authorized Signatory of Law Firm:

(IN BLOCK CAPITALS)

Designation: _____

Place:

Date:

