आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

G20 भारत 2023 INDIA

Office Order No. 01 of 2023

Sub: Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NIISRCL) for Ministry of Railways (Railway Board)

16 empanelled Law firms/Advocates constituted by National High Speed Rail Corporation Ltd. (NHSRCL), duly approved by Board (MI, MF and CRB & CEO), have been adopted for Railway Board's office. The Law firms/Advocates shall be utilized by Railway Board for specific purposes such as obtaining Legal opinion on various matters related to infrastructure projects, contractual matters, vetting of documents, legal aspects of taxation issues and opinion on arbitration/litigation issues, etc.

2. The list containing the name, address, contact no. and mail id of 16 Law firms/Advocates are as under:

S. No.	Name of Law Firm/Advocate	Address & Contact No.
1.	Chaudhary & Chaudhary, Advocates & Solicitors	Chaudhary & Chaudhary, Advocates & Solicitors, B-147, Phase-1, Ashok Vihar, Delhi-110052 (Ground Floor) Contact No.(s): 96045 74445, 92504 01605, 98111 88090/011-27229506/Fax:011-27229506 Email ID: delhi@chaudharyandchaudhary.com
2.	MV Kini & Co., Advocates & Solicitors	M. V. Kini & Co., Advocates & Solicitors, "Kini House" 6/39, Jangpura-B, New Delhi-110 014 Contact No.(s): +91 11 2437 1038/1039/1040/Fax: +91 11 24379484 Mob. No. 98217 66666 (Mr. Ravi Kini, Managing Attorney) Email ID: delhi@mvkini.com, ravikini@mvkini.com
3.	Mark Legal LLP	Mark Legal LLP, E-43, Second Floor, Lajpat Nagar-III, New Delhi-110 024 Chamber: 407, Lawyers Chamber, Block-1, High Court of Delhi, New Delhi-110 003 Contact No.(s): 98104 00407,84472 26339, 011- 40109874 Email ID: office@marklegal.co.in
4.	Argus Partners	Argus Partners, 2nd floor, Express Building, 9-10, Bahadur Shah Zafar Marg, Balmiki Basti, Vikram Nagar, New Delhi-110002 Office: 155 ESC House, 2nd Floor, Okhla Phase – III, Okhla Industrial Estate, New Delhi – 110 020 Contact No.(s): 91676 33341, 011-45062522, 011- 23701284/5/7 Email ID: krishnava.dutt@argus-p.com, communications@argus-p.com
5.	Trilegal	Trilegal, 1st Floor, Wing A&B, Prius Platinum, D-3, District Centre, Saket, New Delhi - 110017 Contact No.(s): 9971997790, 011-42599248 /Fax: 011-41639393 Email ID: ramakant.rai@trilegal.com
6.	Sarthak Advocates & Solicitors	Sarthak Advocates & Solicitors, S – 134 (Lower Ground Floor), Greater Kailash Part – 2, N D – 110048 Contact No.(s): 96507 77922 / 011-41715540-43 Email ID: abhishek.tripathi@sarthaklaw.com

07.11.23

7.	Kumarjit Ray	Mr. Kumarjit Ray, C-75 Defence Colony, New Delhi – 110024 Contact No.(s): 98200 37550 / Fax: 033-24739242 Email ID: kumarjit.ray@krlaw.in
8.	Singhania & Partners LLP	Singhania & Partners LLP, P-24, Green Park Extension New Delhi-110016 Contact No.(s): 9810002400,011-47471414/Fax: 011- 47471415 Email ID: ravi@singhania.in
9.	PSL Advocates & Solicitors	PSL Advocates & Solicitors, A-220, Block-A, Defence Colony, New Delhi-110024 Contact No.(s): 98183 24703,011-49991252,011-49991250 EmailID:sandeep@pslchambers.com, bsameer@pslchambers.com, pbabu@pslchambers.com, delhi@pslchambers.com
10.	Saraf & Partners Law Offices	Saraf and Partners Law Offices, FC 10&11, Film City, Sector 16A, Noida, Uttar Pradesh-201301 Contact No.(s): +91 (120) 4630600 Email ID: delhi@sarafpartners.com
11.	Legacy Law Offices LLP	Legacy Law Offices LLP, Legacy House, D-18, Nehru Enclave, Kalkaji, New Delhi-110 019 Contact No.(s): 011-41752507,41752508/Fax:011- 41752509 Email ID: anand@legacylawoffices.com, vandana.randhawa@legacylawoffices.com
12.	AQUILAW	AQUILAW, Mercantile House, 15, Kasturba Gandhi Marg, 401-402-412, 4th Floor, New Delhi-110001 Contact No.(s): 90073 88229, 011-44722869/Fax: 033- 40655252 Email ID: sucharita.basu@aquilaw.com
13.	AKS Partners	AKS Partners, Building No. G-16, 3rd Floor, Saket, New Delhi-110017 Contact No.(s): 99585 55776,011-40536792/Fax:011- 41764559 Email ID: sksingh@akspartners.in
14.	UNUC Legal LLP	UNUC LEGAL LLP, P-97, South Extension, Part-II, New Delhi-110049 Contact No.(s): 99990 03577, 011-4105 7587 Email ID: info@unuclegal.com, unuconsultants@gmail.com
15.	Dharmaprabhas Law Advocates	Dharmaprabhas Law Associates, C-67 (Basement), Panchsheel Enclave, New Delhi-110017 Contact No.(s): 97179 31119 011-42411040, Email ID: skpandey@dla.net.in
16.	Meharia & Company, Solicitors & Advocates	Meheria and Company, Solicitors & Advocates, 6A, Block Q, Ground Floor, Jangpura Extension, New Delhi-110014 Contact No.(s): 9830079467, 9875593088, 011- 35012007/8/9/10 Email ID: amit.m@mcolegals.co.in, delhi@mcolegals.co.in

3. Acceptance letters from 16 empanelled Law firms/Advocates enclosing documents containing the information related to scope of work, payment terms, general terms and conditions, schedule of fee are enclosed herewith (attachment).

07.11.23

4. The empanelment would be initially for a period up to 31.07.2025. The tenure of empanelled Law firms/Advocates may be renewed, depending upon their performance and requirement of the Railway Board.

5. All the Directorates of Railway Board, if required, may utilize the 16 Law firms/Advocates for the purposes such as obtaining Legal opinion on various matters related to infrastructure projects, contractual matters, vetting of documents, legal aspects of taxation issues and opinion on arbitration/litigation issues etc.

6. All the Directorates shall ensure that while utilizing the Law firms/Advocates for the purposes mentioned above, they shall initially route their files through Civil Engineering (G) Dte. After utilization of the Law firms/Advocates for the specific purposes, the concerned directorate shall invariably furnish a copy of payment made to the Law firms/Advocates to Civil Engineering (G) Dte. for records.

DA: as above.

07.11.23

No.2023/CE-I/CT/6/LegalfirmPanel(3434120)
Dated: 07.11.2023

(गौरव)
निदेशक/ सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598]
{e-mail address: padcegrb@gmail.com}

All Directorates of Railway Board.

Copy to:

CRB & CEO, M/Infra, M/Finance, M/O&BD, M/TRS, Secretary/RB

Copy for information to:

Adviser/MR, EDPG/MR, OSD/MR, OSD(Co-ord)/MR, EDPG/MoSR(D), EDPG/MoSR(J)

AKS PARTNERS
Advocates | Solicitors | Consultants

Office: Building No. 16, Second Floor, G-Block, Saket, New delhi -110017
P: +91-11-40522433 | F: +91-11-4176 4556 | W: www.akspartners.com

Chamber No. 499, New Chamber Block, High Court Building, Sher Shah Suri Marg, New Delhi
Chamber No. 272, Western Wing, Tees Hazari Court, New Delhi

24.08.2023

To
Mr. Gaurav
Director Civil Engineering(G)
National High Speed Rail Corporation Ltd. (NHSRCL)
Section Officer, Room No.-108 (B)
Rail Bhawan, Raisina Road, New Delhi-110001

Subject: Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)

Ref.: (1) NHSRCL's EQI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

(2) 2023/CE-I/CT/6/Legal firm panel
New Delhi dt.17.08.2023

Dear Sir,

As requested, vide your above letter dated 17.08.2023, please find enclosed the original signed and stamped Acceptance Letter along with duly signed copies of all the documents, for your kind perusal and necessary action.

We will be pleased to provide further information/documents, if required.

Thank you and sincerely.

AKS Partners

Advocates & Consultants

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आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel New Delhi, dated:17.08.2023

AKS Partners,
Building No. G-16, 3rd Floor, Saket, New Delhi-110017
Contact No.(s): 9958555776,011-40536792/Fax:011- 41764559
Email ID: sksingh@ akspartners.in

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**
Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

AKS PARTNERS Office: Building No. 16 Third Floor, G- Block, Saket Delhi-110017 Consultants

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.
M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.
O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement
B. Does not take up work in terms of empanelled letter.
C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.
D. Fails to abide by advocate client privileges.
E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.
F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.
G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.
H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.
I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.
J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.
K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

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OKS PARTNERS Office: Building No. 16 Third Floor, G- Block, Saket New Delhi-110017 Advocates | Solicitors | Consultants

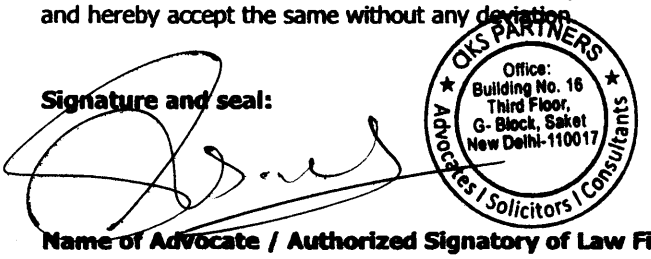
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Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:



Name of Advocate / Authorized Signatory of Law Firm:

SONAL KUMAR SINGH

(IN BLOCK CAPITALS)

Designation: Managing Partner

Place: New Delhi

Date: 24/08/2023

***

17.08.23

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AQUILAW

Date: 20.09.2023

To,

Ministry of Railways (Railway Board)
Room No. 108 (B), Rail Bhawan, Raisina Road
New Delhi – 110001

COVER LETTER

Respected Sir,

In furtherance to your Memo No. 2023/CE-I/CT/6/Legal firm panel dated 17.08.2023, please find enclosed the copy of all the necessary documents as requested by you for empanelment by the Ministry of Railways.

Also, there is a change in the address of our firm, a letter of intimation in this regard is also enclosed herewith.

We would request you to kindly acknowledge our acceptance.

Thanking you

For AQUILAW

AQUILAW DELHI

Astha Sharma

Partner

Encl/- (i) Acceptance in terms of letter memo No. 2023/CE-I/CT/6/Legal firm panel dated 17.08.2023.

(ii) Letter of intimation for change of address.

Mercantile House
15, Kasturba Gandhi Marg
401-402-412, 4th Floor
New Delhi 110 001
T: +91 11 4472 2869

Kolkata
9, Old Post Office Street, 8th Floor, Kolkata 700 001, T: +91 33 2262 8296, F:+91 33 4065 5252
Mumbai
Raheja Center, 6th Floor, Office No. 602, Nariman Point, Mumbai 400 021, T: +91 22 4013 0372

E: contact@aquilaw.com | W: www.aquilaw.com

आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel

New Delhi, dated:17.08.2023

AQUILAW,
R-177, 3rd floor, Greater Kailash-I,
New Delhi-110048
Contact No.(s): 9007388229, 011-44722869
Fax: 033-40655252
Email ID: sucharita.basu@aquilaw.com

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**

Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

AQUILAW HI

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

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4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. **COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:**

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.

M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.

O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement

B. Does not take up work in terms of empanelled letter.

C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.

D. Fails to abide by advocate client privileges.

E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.

F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.

G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.

H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.

I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.

J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.

K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

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ACCEPTANCE FOR EMPANELMENT AS LEGAL CONSULTANT BY MINISTRY OF RAILWAYS (RAILWAY BOARD)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and Seal:

AQUILAW DELHI

Name of Advocate / Authorized Signatory of Law Firm:

ASTHA SHARMA

Designation: Partner

Place: New Delhi

Date: 15th September 2023

Mercantile House
15, Kasturba Gandhi Marg
401-402-412, 4th Floor
New Delhi 110 001
T: +91 11 4472 2869

Kolkata
9, Old Post Office Street, 8th Floor, Kolkata 700 001, T: +91 33 2262 8296, F:+91 33 4065 5252
Mumbai
Raheja Center, 6th Floor, Office No. 602, Nariman Point, Mumbai 400 021, T: +91 22 4013 0372

E: contact@aquilaw.com W: www.aquilaw.com

AQUILAW

15th September 2023

To
Ministry of Railways (Railway Board)
Room No.-108 (B), Rail Bhawan, Raisina Road
New Delhi 110001

Sub: **INTIMATION REGARDING CHANGE OF ADDRESS**

Ref: **(i) Empanelment of AQUILAW as special legal consultant with National High Speed Rail Corporation Ltd. *vide* letter dated 12 December 2022, for a period of 3 (three) years up to 31 December 2025; and**
(ii) Intimation for adoption and utilization of panel of law firms empanelled by National High Speed Rail Corporation Ltd. by the Ministry of Railways (Railway Board) *vide* letter dated 17 August 2023

Dear Sir

This is in reference to the above captioned matter.

We have duly submitted, before your good office, the letter conveying our acceptance for empanelment as legal consultant with the Ministry of Railways (Railway Board).

Further, we would like to bring to your kind notice that, at the time of application for empanelment with National High Speed Rail Corporation Ltd., the address of the Delhi office of our law firm 'AQUILAW' was 'R-177, 3rd Floor, Greater Kailash I, New Delhi 110 048'.

However thereafter, for purposes of our business, we have shifted our office premises to **'Mercantile House, 15, Kasturba Gandhi Marg, 401-402-412, 4th Floor, New Delhi 110 001'**.

We would request you to kindly update the same in your records, so that all future communication from your good office may reach us at our aforementioned current address.

Thanking you
For AQUILAW

AQUILAW DELHI

Astha Sharma
Partner

Mercantile House
15, Kasturba Gandhi Marg
401-402-412, 4th Floor
New Delhi 110 001
T: +91 11 4472 2869

Kolkata
9, Old Post Office Street, 8th Floor, Kolkata 700 001, **T:** +91 33 2262 8296, **F:**+91 33 4065 5252
Mumbai
Raheja Center, 6th Floor, Office No. 602, Nariman Point, Mumbai 400 021, **T:** +91 22 4013 0372

आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel New Delhi, dated:17.08.2023

Argus Partners,
2nd floor, Express Building, 9-10,
Bahadur Shah Zafar Marg, Balmiki Basti,
Vikram Nagar, New Delhi-110002
Office: 155 ESC House, 2nd Floor,
Okhla Phase - III, Okhla Industrial Estate,
New Delhi - 110020
Contact No.(s): 9167633341,011-45062522,011-23701284/5/7
Email ID: krishnava.dutt@argus-p.com, communications@argus-p.com

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**
Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023
(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. **COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:**

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.
M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.
O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement
B. Does not take up work in terms of empanelled letter.
C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.
D. Fails to abide by advocate client privileges.
E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.
F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.
G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.
H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.
I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.
J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.
K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

****

17.08.2023

Argus Partners Solicitors & Advocates New Delhi

30/08/2023

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Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:

Argus Partners Solicitors & Advocates New Delhi

Name of Advocate / Authorized Signatory of Law Firm:

NAMITHA MATHEWS

(IN BLOCK CAPITALS)

Designation: PARTNER

Place: NEW DELHI

Date: 31/08/2023

***

17.08.23

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CHAUDHARY & CHAUDHARY

Advocates and Solicitors

To:
Shri. Gaurav
Director/Civil Engineering (G)
Railway Board
Ministry of Railways
Through
Section Officer,
Room No.-108 (B)
Rail Bhawan, Raisina Road
New Delhi-110001
E-Mail : padcegrb@gmail.com

Dated: 12th September, 2023
BY HAND

Subject : **Acceptance of the terms and conditions of Empanelment of our law firm - M/s Chaudhary & Chaudhary, Advocates and Solicitors as Legal Consultant with Railway Board, Ministry of Railways, Government of India.**

Ref. : Your Letter bearing Ref. No. 2023/CE-I/CT/6/Legal firm panel dated 17.08.2023 received vide e-mail dated 18.08.2023 and received vide post dated 22.08.2023.

Dear Sir,

This is in reference to your Letter bearing Ref. No. 2023/CE-I/CT/6/Legal firm panel dated 17.08.2023 (received vide e-mail dated 18.08.2023 and received vide post dated 22.08.2023) whereby your good-self has been pleased to inform that it has been decided by the Ministry of Railways to adopt the panel of law firms/advocates empanelled by the NHSRCL and utilize their services for the Railway Board's Office, Ministry of Railways, Government of India. The said offer is acceptable to our law firm – M/s Chaudhary & Chaudhary, Advocates and Solicitors.

Please find attached with the present forwarding letter; duly signed & sealed **a)** Acceptance Letter (as per the prescribed proforma) ***along-with*** duly signed & sealed **b)** Copies of all the enclosed documents as received by this office and duly sealed signed & sealed **c)** Compliance Certificate and Certificate of Independence by the law firm.

Please let us know if your good-self requires any other information/document.

Assuring you of our dedicated services and preferred attention!

Regards,
For Chaudhary & Chaudhary
Advocates and Solicitors

Chaudhary and Chaudhary Advocates & Solicitors

Rakesh Chaudhary, Advocate
Designation: Managing Partner
Enrolment No. : D/636/1990

Encl.: As stated.

Prepared By: Ms. Simmi Singh (General Manager-Admin). For requirement of any document/information, please contact the General Manager (Admin) at delhi@chaudharyandchaudhary.com through e-mail or at 9604574445.

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CHAUDHARY & CHAUDHARY

Advocates and Solicitors

ACCEPTANCE FOR EMPANELMENT AS LEGAL CONSULTANT BY MINISTRY OF RAILWAYS (RAILWAY BOARD)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and Seal:

Accepted
Rakesh Chaudhary

RAKESH CHAUDHARY
Advocate/Managing Partner
Chaudhary & Chaudhary
Advocates & Solicitors

Chaudhary and Chaudhary Advocates & Solicitors

Name of Advocate/Authorized Signatory of Law Firm:

FOR CHAUDHARY & CHAUDHARY
ADVOCATES AND SOLICITORS

RAKESH CHAUDHARY, ADVOCATE
Designation: MANAGING PARTNER
Enrolment No. : D/636/1990

PLACE: NEW DELHI
DATE: 12th September, 2023

*****

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आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel New Delhi, dated: 17.08.2023

Chaudhary & Chaudhary, Advocates & Solicitors,
B-147, Phase-1, Ashok Vihar, Delhi-110052(Ground Floor)
Contact No.(s): 9604574445, 9250401605,
9811188090/011-27229506/Fax: 011-27229506,
Email ID: delhi@chaudharyandchaudhary.com

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**
Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023
(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

Accepted
Rakesh Chaudhary
RAKESH CHAUDHARY
Advocate/Managing Partner
Chaudhary & Chaudhary
Advocates & Solicitors

Chaudhary and Chaudhary Advocates & Solicitors

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

Accepted
Rakesh Chaudhary
RAKESH CHAUDHARY
Advocate/Managing Partner
Chaudhary & Chaudhary
Advocates & Solicitors

Chaudhary and Chaudhary Advocates & Solicitors

12.06.23

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. **COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:**

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/**PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

Accepted

Rakesh Chaudhary

RAKESH CHAUDHARY
Advocate/Managing Partner
Chaudhary & Chaudhary
Advocates & Solicitors

Chaudhary and Chaudhary Advocates & Solicitors

17.08.23

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.
M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.
O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement
B. Does not take up work in terms of empanelled letter.
C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.
D. Fails to abide by advocate client privileges.
E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.
F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.
G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.
H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.
I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.
J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.
K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

Accepted
Rakesh Chaudhary
RAKESH CHAUDHARY
Advocate/Managing Partner
Chaudhary & Chaudhary
Advocates & Solicitors

Chaudhary and Chaudhary Advocates & Solicitors

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

Accepted

****

Rakesh Chaudhary

RAKESH CHAUDHARY
Advocate/Managing Partner
Chaudhary & Chaudhary
Advocates & Solicitors

Chaudhary and Chaudhary Advocates & Solicitors

17.08.2023

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CHAUDHARY & CHAUDHARY

Advocates and Solicitors

COMPLIANCE CERTIFICATE AND CERTIFICATE OF INDEPENDENCE BY LAW FIRM (AS PER POINT No. 5)

The law firm and team shall comply with all the terms and conditions as stated in offer letter of empanelment of the Law Firm issued by Ministry of Railways (Railway Board).

Through the present Certificate of Independence it is confirmed that:

i. **No partner of the law firm is related to any of the Director and above level officer of Ministry of Railways (Railway Board).**

ii. **Neither the advocate/law firm nor it's partner(s) or associates is having any interest in the business of Railway Board.**

Signature and Seal:

Accepted
Rakesh Chaudhary

RAKESH CHAUDHARY
Advocate/Managing Partner
Chaudhary & Chaudhary
Advocates & Solicitors

Chaudhary and Chaudhary Advocates & Solicitors

Name of Advocate/Authorized Signatory of Law Firm:

FOR CHAUDHARY & CHAUDHARY
ADVOCATES AND SOLICITORS

RAKESH CHAUDHARY, ADVOCATE
Designation: MANAGING PARTNER
Enrolment No. : D/636/1990

PLACE: NEW DELHI
DATE: 12th September, 2023

*****

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DHARMAPRABHAS LAW ASSOCIATES
ADVOCATES-ON-RECORD [2718]
SUPREME COURT OF INDIA

28.08.2023

To,
Director Civil Engineering (G)
Railway Board

Sub: - Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for the Ministry of Railways (Railway Board)

Dear Sir,

We have received letter dated 17.08.2023 along with terms and conditions as attachment to your email dated 17.8.2023 with regard to the Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for the Ministry of Railways (Railway Board). It would be our pleasure working for Ministry of Railways (Railway Board). We accept your offer. Please find enclosed our acceptance. Looking forward for assisting the Ministry of Railways (Railway Board).

Thanking you,

Sincerely yours

(Shiv Kumar Pandey)

C-67(Basement), Panchsheel Enclave
NEW DELHI-110017
Ph. No.: 9717931119, skpandey@dla.net.in

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भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board**)

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel

New Delhi, dated:17.08.2023

Dharmaprabhas Law Associates,
C-67 (Basement), Panchsheel Enclave,
New Delhi-110017
Contact No.(s): 9717931119, 011-42411040,
Email ID: skpandey@dla.net.in

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**

Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

TERMS & CONDITIONS (FOR WORK DISTRIBUTION):

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

DHARMAPRABHAS LAW ASSOCIATES NEW DELHI
18/08/2023
17.08.23

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

18/08/2023

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.

M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.

O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement

B. Does not take up work in terms of empanelled letter.

C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.

D. Fails to abide by advocate client privileges.

E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.

F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.

G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.

H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.

I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.

J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.

K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

LAW ASSOCIATES NEW DELHI

18/08/2023

20.8.23

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

****

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Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:

DHARBHAS LAW ASSOCIATES NEW DELHI

Name of Advocate / Authorized Signatory of Law Firm:

SHIV KUMAR PANDEY

(IN BLOCK CAPITALS)

Designation: MANAGING PARTNER

Place: NEW DELHI

Date: 18/08/2023

***

DHARBHAS LAW ASSOCIATES NEW DELHI

18/08/2023

17.08.23

File No. 2023/CE-I/CT/6/LegalfirmPanel (Computer No. 3434120)

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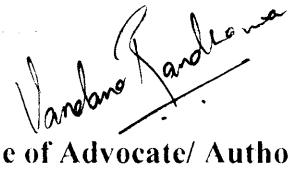
Delhi Office :
Legacy House, D-18,
Nehru Enclave, Kalkaji, New Delhi-110 019, India
Ph. : 011-41752507, 41752508
Fax : 011-41752509

Chandigarh Office :
Legacy House, #333,
Sector 4, MDC, Panchkula-134 114, Haryana, India
Ph. : 0172-4801333, 4802333
Fax : 0172-2559333

Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by the Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:



Name of Advocate/ Authorized Signatory of Law Firm:

MS. VANDANA RANDHAWA

Legacy Law Offices LLP

Designation: Director and Holder of Special Power of Attorney

Legacy Law Offices LLP

Place: New Delhi

Date: August 21, 2023

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Ph. : 0172-4801333, 4802333
Fax : 0172-2559333

Vandana Randhawa

Director

August 21, 2023

CERTIFICATE OF INDEPENDENCE

I, **Vandana Randhawa**, Director and Holder of the Special Power of Attorney, of Legacy Law Offices LLP, do hereby solemnly affirm that:

(a) No Partner of Legacy Law Offices LLP is related to any of the Director(s) and above level officer of Ministry of Railways (Railway Board); and

(b) Neither Legacy Law Offices LLP, nor its Partner(s) or Associates have any interest in the business of the Railway Board.

That the information contained herein is true and correct to the best of my knowledge and belief.

Enclosed, please find a copy of the Special Power of Attorney executed in favor of the undersigned.

Vandana Randhawa

Legacy Law Offices LLP

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Vandana Randhawa
Director

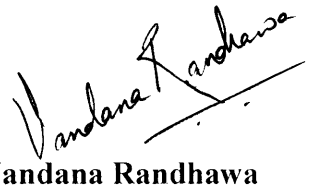
August 21, 2023

COMPLIANCE CERTIFICATE

I, Vandana Randhawa, Director and Holder of the Special Power of Attorney, on behalf of Legacy Law Offices LLP, having its registered office at Legacy House, D – 18, Nehru Enclave, Kalkaji, New Delhi – 110019, do hereby confirm that Legacy Law Offices LLP and its Partner(s) and Associates (hereinafter cumulatively referred to as "the Law Firm") shall comply with the following terms, as specified under the Letter dated August 17, 2023, issued by the Ministry of Railways under Letter No. 2023/CE-I/CT/6/Legal firm panel:

A. That the Law Firm shall not sub-contract/ assign the work;
B. That the Law Firm will work in strict confidence and 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;
C. That the Law Firm shall abide by advocate client privileges; and
D. That the Law Firm accepts and will provide their services as per the mentioned Schedule of Fees of the Railway Board.

It is further stated that Legacy Law Offices LLP, or its advocates have not been penalized by the Bar Council of India or the State Bar Council(s) or any other Government Authorities in any disciplinary proceedings. That the Firm or its Advocates have not been blacklisted by any Central Govt./ State Govt./ Union Territory/ PSU/ Govt. Bodies.



Vandana Randhawa
Director.

Legacy Law Offices LLP

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आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel

New Delhi, dated:17.08.2023

Legacy Law Offices LLP,
Legacy House, D-18, Nehru Enclave, Kalkaji,
New Delhi-110019
Contact No.(s): 011-41752507,41752508
Fax:011- 41752509
Email ID: anand@legacylawoffices.com,
vandana.randhawa@legacylawoffices.com

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**

Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

Accepted
Vandana Randhawa
Legacy Law Offices LLP

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empaneiled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

Accepted Vandana Ranade

17.06.23

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. **COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:**

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

Accepted
17.08.23
Vandana Randhawa

Legacy Law Offices LLP

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.

M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.

O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement

B. Does not take up work in terms of empanelled letter.

C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.

D. Fails to abide by advocate client privileges.

E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.

F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.

G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.

H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.

I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.

J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.

K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

Accepted
Vandana Sandeep

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

****

Accepted
Vandana Sandhawa 17.08.2023
Legacy Law Offices LLP

Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:

Name of Advocate / Authorized Signatory of Law Firm:

_____

(IN BLOCK CAPITALS)

Designation: _____

Place:

Date:

***

Accepted
Vandana Randhawa
Legacy Law Offices LLP

17.08.23

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Bond

Indian-Non Judicial Stamp
Haryana Government

Date : 08/07/2022

Certificate No. PAH2022G187

Stamp Duty Paid : ₹ 101

GRN No. 92285375

Penalty : ₹ 0

Deponent

Name : Legacy Law Offices llp
H.No/Floor : 333 Sector/Ward : Landmark : Mdc sector 4
City/Village : Panchkula District : Panchkula State : Haryana
Phone : 95******98

Purpose : AGREEMENT to be submitted at Concern

08 Jul 2022

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

NOTARY PUBLIC
Krishan Kumar
Advocate
PANCHKULA (IND.)
Regd. No. 165-J
Exp.: 09-01-2025
GOVT. OF INDIA

SPECIAL POWER OF ATTORNEY

Know everyone by this instrument, which is intended to constitute a Special Power of Attorney that I, Gagan Anand, Advocate & Managing Partner cum Designated Partner of M/s Legacy Law Offices LLP, having its Offices at Legacy House, # 333, Sector 4, Mansa Devi Complex, Panchkula-134114 and also at Legacy House, D-18, Nehru Enclave, Kalkaji, New Delhi-110019 (hereinafter referred to as **"Executant"**), acting for and on behalf M/s Legacy Law Offices LLP upon being authorized vide Resolution dated July 8, 2022 of the committee of Designated Partners of the aforesaid LLP, do hereby appoint, nominate and constitute **Mrs. Vandana Randhawa**, Director, of M/s Legacy Law Offices LLP, as the lawful **"Attorney"** to act in the name of M/s Legacy Law Offices LLP and on its behalf, to do all or any of the acts or things hereinafter mentioned, that is to say :

1. To take any or all such steps, as are considered appropriate by the aforesaid Attorney for preparing, signing and submitting any bids, tenders, expression of interest (EOI), empanelment requests or other offers/ proposals on behalf of M/s Legacy Law Offices LLP to any Government Department, Public Sector undertaking, Private Company or any other entity for rendering professional services, either singly or jointly in consortium, joint venture or association with any other firm, company, individual or entity/ third party.

1.2 To sign and submit any bid clarification letter, undertaking, affidavit, indemnity bond etc. on behalf of M/s Legacy Law Offices LLP in the context of any bid, tender, expression of interest, empanelment request or other offer submitted on behalf of M/s Legacy Law Offices LLP to any Government Department, Public Sector undertaking, Private Company or any other entity for rendering professional services, either singly or jointly in consortium, joint venture or association with any other firm, company, individual or entity/ third party.

3. To prepare, negotiate, sign and execute any Agreement including but not limited to Consortium Agreement, Joint Venture, Collaboration Agreement, Association

Legacy Law Offices LLP

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Agreement, Memorandum of Understanding or Letter of Association with any consultant whether technical or financial, transaction advisory firm, company or any other entity for the purpose of jointly submitting any bid, tender, expression of interest or offer on behalf of M/s Legacy Law Offices LLP for rendering professional services and to further delegate the bid/ tender signing authority to any employee or official of any consortium partner, joint venture partner, collaborator or associate firm, company or other entity with whom M/s Legacy Law Offices LLP intends to jointly work or any particular assignment of project.

4. To prepare, negotiate, sign and execute any agreement, appointment letter, professional association agreement etc. on behalf of M/s Legacy Law Offices LLP with any third party including potential employee, employee, advocate willing to associate or already associated with M/s Legacy Law Offices LLP

5. I do hereby ratify and agree that all the acts, deeds and things done by the said Attorney, as if the same were done by M/s Legacy Law Offices LLP.

IN WITNESS WHEREOF, I the Executant named above have set my hands on this deed at Panchkula, Haryana on this 8th day of July, 2022 in the presence of the following witnesses.

(Gagan Anand)
Executant

Witness 1:
(RAJESH KUMAR)

Witness 2:
(ANIL KUMAR)

NOTARY PUBLIC
Kris Ian Kumar
Advocate
PANCHKULA (INDIA)
Regd. No. 165-1
Exp. 09-01-2026
GOVT. OF INDIA

ACCEPTED:
(Vandana Randhawa)

ATTESTED
KRISHAN KUMAR
NOTARY PUBLIC
08 JUL 2022

Legacy Law Offices LLP

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MVKini
Law firm

BY E-MAIL COURIER

25th August 2023

To,
Mr. Gaurav,
Private Secretary
to Director Civil Engineering(G)
Railway Board, Ministry of Railways
Government of India
Rail Bhawan, Raisana Road
New Delhi -110001

Sub: Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd (NHSRCL) for Ministry of Railways (Railway Board)

Ref: Letter bearing No.2023/CE-I/CT-/6/Legal firm panel, New Delhi, dated: 17.08.2023

Dear Sir,

This is regarding the subject and with reference to the letter dated 17.08.2023 referred above.

Accordingly, please find enclosed the duly signed Acceptance Letter alongwith signed copies of the required documents in confirmation of our acceptance.

The same may please be acknowledged.

Looking forward to a mutually beneficial association, while assuring you of our best services always.

Thanking you,

M.V.KINI LAW FIRM

RAVI KINI
Proprietor
For M.V.Kini & CO.
(M.V.Kini Law Firm)
Advocates & Solicitors

DD/CE-I
12/9/23

PAN CARD NO.:-
Kini House, 6/39, Jangpura-B, New Delhi- 110 014
Tel: +91 11 2437 1038 / 39 / 40 Fax: +91 11 2437 9484 E-mail: delhi@mvkini.com

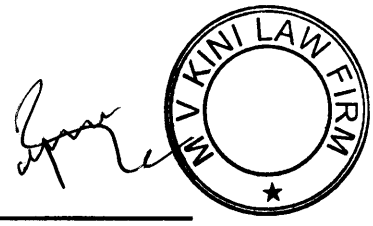
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MVKini
Law firm

Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

We have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:



RAVI KINI
Proprietor
For M.V. Kini & CO.
(M.V.Kini Law Firm)
Advocates & Solicitors
"KINI HOUSE"
6/39, Jangpura – B
New Delhi – 110014
Mob: 97110 07930
E-mail: ravikini@mvkini.com
delhi@mvkini.com

Place: New Delhi
Date: 25.08.2023

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आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel New Delhi, dated: 17.08.2023

M. V. Kini & Co., Advocates & Solicitors,
"Kini House" 6/39, Jangpura-B, New Delhi-110014
Contact No.(s): +911124371038/1039/1040,Fax:+91 1124379484,
Mob. No. 9821766666 (Mr. Ravi kini, Managing Attorney)
Email ID: delhi@mvkini.com, ravikini@mvkini.com

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**
Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

M V KINI LAW FIRM

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

V KINI LAW FIRM

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.
M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.
O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement
B. Does not take up work in terms of empanelled letter.
C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.
D. Fails to abide by advocate client privileges.
E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.
F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.
G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.
H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.
I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.
J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.
K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

M/S V.K. KAUL LAW FIRM

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

****

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Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:

Name of Advocate / Authorized Signatory of Law Firm:

_____

(IN BLOCK CAPITALS)

Designation: _____

Place:

Date:

***

M V KINI LAW FIRM

17.08.23

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MARK LEGAL *LLP*

ADVOCATES & SOLICITORS

Acceptance for empanelment as Legal Consultant by Ministry of Railways

(Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

MARK LEGAL LLP ★ ADVOCATES & SOLICITORS ★

Signature and Seal:

For MARK LEGAL LLP

Designated Partner/Authorised Signatory

Name of Advocate / Authorized Signatory of Law Firm:

KUNAL ANAND
(IN BLOCK CAPITALS)

Designation: Designated Partner, Mark Legal LLP

Place: New Delhi
Date: 18.08.2023

CHAMBER : 407,Lawyer's Chambers Block-I, Delhi High Court, Sher Shah Road, New Delhi-110003
OFFICE : E-43, Second Floor, Lajpat Nagar-III, New Delhi-110024 MOBILE : +91-9810400407; +91-8447226339 PHONE : 011-40109874
WEBSITE : www.marklegal.co.in EMAIL : office@marklegal.co.in

आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel **New Delhi, dated:17.08.2023**

Mark Legal LLP,
E-43, Second Floor, Lajpat Nagar-III, New Delhi-110024
Chamber: 407, Lawyers Chamber, Block-1,
High Court of Delhi, New Delhi-110003
Contact No.(s): 9810400407,8447226339, 011-40109874
Email ID: office@marklegal.co.in

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**
Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

For MARK LEGAL LLP
Designated Partner/Authorised Signatory
16/08/23

MARK LEGAL LLP ML ADVOCATES & SOLICITORS

17.08.2023
(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

For MARK LEGAL LLP
Designated Partner/Authorised Signatory
18/08/23

MARK LEGAL LLP ★ SOLICITORS

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

For MARK LEGAL LLP
Designated Partner/Authorised Signatory
18/08/23

MARK LEGAL LLP ADVOCATES & SOLICITORS

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.

M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.

O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement

B. Does not take up work in terms of empanelled letter.

C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.

D. Fails to abide by advocate client privileges.

E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.

F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.

G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.

H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.

I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.

J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.

K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

For MARK LEGAL LLP
Designated Partner/Authorised Signatory
18/08/23

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

MARK LEGAL LLP ADVOCATES & SOLICITORS

INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

****

For MARK LEGAL LLP
Designated Partner/Authorised Signatory
17/8/23

MARK LEGAL LLP

17.08.2023

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Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:

For MARK LEGAL LLP

Partner/Authorised

MARK LEGAL LLP ★ SOLICITORS

Name of Advocate / Authorized Signatory of Law Firm:

KUNAL ANAND

(IN BLOCK CAPITALS)

Designation: DESIGNATED PARTNER

Place: NEW DELHI

Date: 18.08.2023

***

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SOLICITORS & ADVOCATES
6A, Block Q Jungpura Extension, Ground Floor, Delhi 110 014
Phone +91 11 3501 2007, Email delhi@mcolegals.co.in
Web www.mcolegals.in

DEL/MC01-01/0146/01 Date: 21.08.2023

To,
Mr. Gaurav, Director Civil Engineering (G), Railway Board
Ministry of Railways (Railway Board)
256-A, Raisina Road, Rajpath Area, Central Secretariat,
New Delhi, Delhi 110001
Rly. No.: 030-47598
MTNL: 011-23047598

Subject: Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)

Re: Your letter Reference No.: 2023/CE-I/CT/6/Legal, dated 17.08.2023

Respected Sir,

This is in reference to your letter dated 17.08.2023 (received on 17.08.2023 via email) on the abovementioned subject. Please find attached herewith the singed original Acceptance letter dated 18.08.2023 soft copy of which was mailed to your office on 18.08.2023.

Assuring you the best of services.

Thanking You.
Yours Sincerely,

Meharia & Company



Amit Meharia, Advocate
Managing Partner
Mobile No: +91 9830079467, +91 9875593088
Email: amit.m@mcolegals.co.in

End: Acceptance letter

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Phone +91 11 3501 2007, Email delhi@mcolegals.co.in
Web www.mcolegals.in

Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:



Name of Advocate/Authorized Signatory of Law Firm: AMIT MEHARIA

Designation: MANAGING PARTNER

Place: New Delhi
Date: 18.08.2023

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आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel New Delhi, dated:17.08.2023

Meheria and Company, Solicitors & Advocates,
6A, Block Q, Ground Floor,
Jangpura Extension, New Delhi-110014
Contact No.(s): 9830079467, 9875593088,011-35012007/8/9/10
Email ID: amit.m@mcolegals.co.in, delhi@mcolegals.co.in

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**
Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. **COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:**

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.
M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.
O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement
B. Does not take up work in terms of empanelled letter.
C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.
D. Fails to abide by advocate client privileges.
E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.
F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.
G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.
H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.
I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.
J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.
K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

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Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:

Name of Advocate / Authorized Signatory of Law Firm:

_____

(IN BLOCK CAPITALS)

Designation: _____

Place:

Date:

***

Meharia & New Delhi

18.08.23

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Kumarjit Ray
B.A. LL.B. (Hons.), LL.M. (Columbia)

Advocate
Managing Partner, KR Law

Delhi
C-75 Defence Colony
New Delhi 110 024

Kolkata
350 Jodhpur Park
Kolkata 700 068

Email: kumarjit.ray@krlaw.in

Mobile: +91 98200 37550

August 21, 2023

To
Ministry of Railways
Railway Board
Rail Bhawan, Raisina Road
New Delhi 110 001

Kind Attention: Mr Gaurav, Director, Civil Engineering (G)

Re: Letter of Empanelment dated 17.08.2023 received by e-mail dated 18.08.2023

Re: Certificate of Independence

Dear Sir,

Pursuant to Para 5(D) of the Terms and Conditions annexed to your letter of empanelment dated 17.08.2023, I confirm the following:

(1) Neither I nor any advocate / associates engaged by me/my firm is related to any of the Director and above level officer of Ministry of Railways (Railway Board); and

(2) Neither I nor any advocate / associates engaged by me/my firm is having any interest in the business of the Railway Board.

Please read this certificate in conjunction with my acceptance of your letter of empanlement, an accepted copy of which is enclosed.

Yours sincerely,

Kumarjit Ray

Enclosed: As above

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आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड Railway Board)

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel

New Delhi, dated: 17.08.2023

Mr. Kumarjit Ray,
C-75 Defence Colony,
New Delhi-110024
Contact No.(s): 9820037550 / Fax: 033-24739242
Email ID: kumarjit.ray@krlaw.in

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**

Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. *In this regard, please find enclosed herewith documents containing the information* related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: *030-47598, MTNL:011-23047598*
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

Kumarjit Ray
21.08.2023.

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL):**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

21.08.2023.

17.08.23

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.

M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard .

O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., *without explicit permission of Railway Board.*

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement

B. Does not take up work in terms of empanelled letter.

C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.

D. Fails to abide by advocate client privileges.

E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.

F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.

G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.

H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.

I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.

J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.

K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

21.08.2023

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

Kumarjit Roy 17.08.23

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

****

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17.08.2023

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Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:

Kumarjit Ray

Name of Advocate / Authorized Signatory of Law Firm:

KUMARJIT RAY

(IN BLOCK CAPITALS)

Designation: ADVOCATE

Place: New Delhi

Date: 21.08.2023

***

17.08.23

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आज़ादी का अमृत महोत्सव

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel

New Delhi, dated: 15 .09.2023

PSL Advocates & Solicitors,
A-220, Block-A, Defence Colony, New Delhi-110024
Contact No.(s): 9818324703,011-49991252,011-49991250
Email ID: sandeep@pslchambers.com,sameer@pslchambers.com, pbabu@pslchambers.com, delhi@pslchambers.com

Sub:- Utilization of empanelment of Law firms/Advocates as Special Legal Consultants empanelled by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)

Ref: Railway's Board's letter No. 2023/CE-I/CT/6/Legal firm panel dated 17.08.2023

Please refer to the letter under reference on the above mentioned subject enclosing documents containing the information related to scope of work, Payment terms, Terms & Conditions (General), Schedule of fees, acceptance letter etc. for empanelment of your firm by Ministry of Railways.

2. You were requested to submit the documents/acceptance letter to this office positively by 17.09.2023.

3. Your response thereto is still awaited.

4. In view of the above, you are again requested to submit the documents/acceptance letter to this office **positively by 27.09.2023.**

15.09.23

PSL

(गौरव)
निदेशक सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone: 030-47598(Rly) : 011-23307598(MTNL)]
Email address: dceg@rb.railnet.gov.in; padcegrb@gmail.com

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.

M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.

O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement

B. Does not take up work in terms of empanelled letter.

C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.

D. Fails to abide by advocate client privileges.

E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.

F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.

G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.

H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.

I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.

J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.

K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

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ANNEXURE-I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

****

17.08.2023

PSL

Generated from eOffice by RITESH KUMAR SAH, DDCE-I(RKS), DDCE-I, Civil Engineering Dte on 31/10/2023 11:59 am

Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal: Jain PSL Jain PSL

Name of Advocate / Authorized Signatory of Law Firm:

SAMEER JAIN

(IN BLOCK CAPITALS)

Designation: MANAGING PARTNER

Place: NEW DELHI

Date: 15/09/2023

***

17.08.23

Generated from eOffice by RITESH KUMAR SAH, DDCE-I(RKS), DDCE-I, Civil Engineering Dte on 31/10/2023 11:59 am

Date: 15-September-2023

To,

Government of India, Ministry of Railways,
Railway Borad.

Mr. Gaurav (PRIVATE SECRETARY)
to Director Civil Engineering(G)
Railway Board.
Phone: Rly. No. 030-47598, MTNL: 011-23047598.
Email ID: dceg@rb.railnet.gov.in & padcegrb@gmail.com

Subject: Disclaimer of Interest in Business with Railway Board.

I hope this letter finds you in good health. We, at PSL Advocates and Solicitors, would like to formally convey our position regarding any potential business or commercial engagement with the Railway Board.

Please be informed that neither PSL Advocates and Solicitors nor any of its partners or associates hold any financial interest, ownership, or stake in the business operations of the Railway Board. We want to unequivocally clarify that we do not have any direct or indirect affiliation with the Railway Board's business affairs, be it in contracts, ventures, investments, or any other forms of participation.

Furthermore, our commitment to upholding the highest standards of professionalism, ethics, and transparency remains unwavering. We adhere strictly to the principles that govern the legal profession and maintain a strict code of conduct to ensure the integrity of our services.

Should there be any concerns or inquiries regarding our position, we welcome the opportunity to provide any necessary clarifications. Please feel free to reach out to us.

Thank you for your understanding and cooperation in this matter.

Sincerely,

Sameer Jain (Managing Partner),
Mail: Sameer@pslchmabers.com
Mob: +91 99992 88788
PSL Advocates and Solicitors,
A-220, Defence Colony, New Delhi – 110024.

Generated from eOffice by RITESH KUMAR SAH, DDCE-I(RKS), DDG-I, Civil Engineering Dte on 31/10/2023 11:59 am

Date: 15-September-2023.

To,

Government of India, Ministry of Railways,
Railway Borad.

Mr. Gaurav (PRIVATE SECRETARY)
to Director Civil Engineering(G)
Railway Board.
Phone: Rly. No. 030-47598, MTNL: 011-23047598.
Email ID: dceg@rb.railnet.gov.in & padcegrb@gmail.com

Subject: Certificate of Independence.

This is to certify that as of 15-September-2023, PSL Advocates and Solicitors, herein referred to as the "Firm," maintains its independence in accordance with the guidelines set forth by the Ministry of Railways (Railway Board). The undersigned authorized representative of the Firm hereby confirms the absence of any familial or personal relationships between any partner of the Firm and any director or officer at the level of Director and above within the Ministry of Railways (Railway Board), as of the date of this certificate.

If any such relationship exists, the Firm acknowledges its responsibility to promptly disclose the nature of the relationship and its implications for impartiality and independence. We understand the importance of maintaining the integrity of our legal services and adhere to the highest standards of professionalism and ethical conduct.

The Firm further assures that any engagements, advice, or legal services provided to the Ministry of Railways (Railway Board) are conducted with the utmost objectivity, free from any undue influence or bias that may arise from personal or familial connections.

We affirm that the information provided in this certificate is accurate and complete to the best of our knowledge and belief. The Firm remains committed to upholding the principles of transparency, accountability, and integrity in all its dealings with clients, including government entities such as the Ministry of Railways (Railway Board).

Sincerely,

For PSL

PSL

Sameer Jain (Managing Partner),
Mail: Sameer@pslchmabers.com
Mob: +91 99992 88788
PSL Advocates and Solicitors,
A-220, Defence Colony, New Delhi – 110024.

Generated from eOffice by RITESH KUMAR SAH, DDCE-I(RKS), DDG(Planning Dte on 31/10/2023 11:59 am

Date: 15-September-2023

To,

Government of India, Ministry of Railways,
Railway Borad.

Mr. Gaurav (PRIVATE SECRETARY)
to Director Civil Engineering(G)
Railway Board.
Phone: Rly. No. 030-47598, MTNL: 011-23047598.
Email ID: dceg@rb.railnet.gov.in & padcegrb@gmail.com

Subject: Disclaimer of Interest in Business with Railway Board.

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Please be informed that neither PSL Advocates and Solicitors nor any of its partners or associates hold any financial interest, ownership, or stake in the business operations of the Railway Board. We want to unequivocally clarify that we do not have any direct or indirect affiliation with the Railway Board's business affairs, be it in contracts, ventures, investments, or any other forms of participation.

Furthermore, our commitment to upholding the highest standards of professionalism, ethics, and transparency remains unwavering. We adhere strictly to the principles that govern the legal profession and maintain a strict code of conduct to ensure the integrity of our services.

Should there be any concerns or inquiries regarding our position, we welcome the opportunity to provide any necessary clarifications. Please feel free to reach out to us.

Thank you for your understanding and cooperation in this matter.

Sincerely,

Sameer Jain (Managing Partner),
Mail: Sameer@pslchmabers.com
Mob: +91 99992 88788
PSL Advocates and Solicitors,
A-220, Defence Colony, New Delhi – 110024.

Generated from eOffice by RITESH KUMAR SAH, DDCE-I(RKS), DDCE-I, Civil Engineering Dte on 31/10/2023 11:59 am

Date: 15-September-2023.

To,

Government of India, Ministry of Railways,
Railway Borad.

Mr. Gaurav (PRIVATE SECRETARY)
to Director Civil Engineering(G)
Railway Board.
Phone: Rly. No. 030-47598, MTNL: 011-23047598.
Email ID: dceg@rb.railnet.gov.in & padcegrb@gmail.com

Subject: Certificate of Independence.

This is to certify that as of 15-September-2023, PSL Advocates and Solicitors, herein referred to as the "Firm," maintains its independence in accordance with the guidelines set forth by the Ministry of Railways (Railway Board). The undersigned authorized representative of the Firm hereby confirms the absence of any familial or personal relationships between any partner of the Firm and any director or officer at the level of Director and above within the Ministry of Railways (Railway Board), as of the date of this certificate.

If any such relationship exists, the Firm acknowledges its responsibility to promptly disclose the nature of the relationship and its implications for impartiality and independence. We understand the importance of maintaining the integrity of our legal services and adhere to the highest standards of professionalism and ethical conduct.

The Firm further assures that any engagements, advice, or legal services provided to the Ministry of Railways (Railway Board) are conducted with the utmost objectivity, free from any undue influence or bias that may arise from personal or familial connections.

We affirm that the information provided in this certificate is accurate and complete to the best of our knowledge and belief. The Firm remains committed to upholding the principles of transparency, accountability, and integrity in all its dealings with clients, including government entities such as the Ministry of Railways (Railway Board).

Sincerely,

PSL

Sameer Jain (Managing Partner),
Mail: Sameer@pslchmabers.com
Mob: +91 99992 88788
PSL Advocates and Solicitors,
A-220, Defence Colony, New Delhi – 110024.

Generated from eOffice by RITESH KUMAR SAH, DDCE-I(RKS), DDCE-I, Civil Engineering Dte on 31/10/2023 11:59 am

आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel New Delhi, dated:17.08.2023

Saraf and Partners Law Offices,
FC 10&11, Film City, Sector 16A, Noida, Uttar Pradesh-201301
Contact No.(s): +91(120)4630600
Email ID: delhi@sarafpartners.com

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**

Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

Generated from eOffice by RITESH KUMAR SAH, DDCE-I(RKS), DDCE-I, Civil Engineering Dte on 31/10/2023 12:00 pm

1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

17.08.23

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. **COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:**

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

17.08.23

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.
M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.
O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement
B. Does not take up work in terms of empanelled letter.
C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.
D. Fails to abide by advocate client privileges.
E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.
F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.
G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.
H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.
I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.
J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.
K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

20.8.23

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

****

17.08.2023

Generated from eOffice by RITESH KUMAR SAH, DDCE-I(RKS), DDCE-I, Civil Engineering Dte on 31/10/2023 12:00 pm

Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:

SARAF AND PARTNERS

~~**Name of Advocate**~~ **/ Authorized Signatory of Law Firm:**

AMRESH DHARI SINGH

(IN BLOCK CAPITALS)

Designation: C.O.O.

Place: NOIDA

Date: 15-09-2023

***

17.08.23

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SARTHAK
advocates & solicitors

Acceptance of the empanelment as legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:
For Sarthak Advocates & Solicitors

Abhishek Nath Tripathi
Partner

Name of Advocate/ Authorized Signatory of Law Firm:

ABHISHEK NATH TRIPATHI

(IN BLOCK CAPITALS)

Designation: PARTNER

Place: NEW DELHI

Date: 12.09.2023

***

S-134 (Lower Ground Floor), Greater Kailash-II, New Delhi - 110048
Tel: +91-11-4171 5540-43 | E-mail: contact@sarthaklaw.com | Website: www.sarthaklaw.com
Delhi | Mumbai | Bangalore | Hyderabad | Chandigarh | Lucknow

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आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel

New Delhi, dated:17.08.2023

Sarthak Advocates & Solicitors,
S -134 (Lower Ground Floor),
Greater Kailash Part - 2, New Delhi-110048
Contact No.(s): 9650777922 / 011-41715540-43
Email ID: abhishek.tripathi@sarthaklaw.com

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**

Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

For Sarthak Advocates & Solicitors

Partner

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

For Sarthak Advocates & Solicitors

Partner

17.08.23

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. **COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:**

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

For Sarthak Advocates & Solicitors

17.08.23

Partner

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.
M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.
O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement
B. Does not take up work in terms of empanelled letter.
C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.
D. Fails to abide by advocate client privileges.
E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.
F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.
G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.
H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.
I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.
J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.
K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

For Sachdeva & Co. Advocates & Solicitors

Partner

20.8.23

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

****

For Sarthak Advocates & Solicitors

Partner

17.08.2023

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Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:

Name of Advocate / Authorized Signatory of Law Firm:

ABHISHEK NATH TRIPATH
(IN BLOCK CAPITALS)

Designation: PARTNER

Place: NEW DELHI

Date: 12-09-2023

***

17.08.23

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SINGHANIA & PARTNERS LLP
SOLICITORS AND ADVOCATES

Ref. No.: RS/AS/MoR/09-2023 **September 14, 2023**

To,
Mr. Gaurav
Director/Civil Engineer (G)
Railway Board
Room No. 132C
Rail Bhawan,
New Delhi 110001

Subject: **Utilization of panel of Law Firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**

Ref: Your letter No. 2023/CE-I/CT/6/Legal firm panel dated August 17, 2023

Dear Sir,

We have noted that the Ministry of Railways has decided to adopt the panel of Law firms/advocates empaneled by NHSRCL and utilize their services for Railway Boards's Office.

2. We have also gone through the documents enclosed therein containing the information related to scope of work, Payment Terms, Terms & Conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of our firm by Ministry of Railways.

3. The terms and conditions of the offer are acceptable to us and the Acceptance letter along with duly signed copies of all the enclosed documents are enclosed herewith.

for Singhania & Partners LLP

SINGHANIA & PARTNERS LLP New Delhi

Ravinder Singhania
(Managing Partner)

Enclosures: i) Acceptance Letter
ii) Signed copies of the required documents

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S&P

Acceptance for empanelment as Legal Consultant by Ministry of Railways

(Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

SINGHANIA & PARTNERS LLP New Delhi

RAVINDER SINGHANIA,

MANAGING PARTNER

Place: New Delhi

Date: September 14, 2023

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1. SCOPE OF WORK

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. 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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. TERMS & CONDITIONS (GENERAL)

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. TERMS & CONDITIONS (FOR WORK DISTRIBUTION):

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. **COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:**

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/**PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.
M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.
O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement
B. Does not take up work in terms of empanelled letter.
C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.
D. Fails to abide by advocate client privileges.
E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.
F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.
G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.
H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.
I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.
J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.
K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

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TRILEGAL

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Prius Platinum, Saket
District Centre, Saket,
New Delhi, 110017

Section Officer,
Room No.-108 (B),
Rail Bhawan, Raisina Road,
New Delhi-110001

15th September 2023

Ref: Railway Board's Letter No. 2023/CE-I/CT/6/Legal firm panel dated 17.08.2023

Subject: Unconditional Acceptance of terms of empanelment as special legal consultant

Dear Sir,

1. This is with reference to the email dated 18.08.2023 received from Mr. Gaurav, and letter dated 17.08.2023 wherein we have been informed that Ministry of Railways ("**Railway Board**") has decided to adopt the panel of Law firms/Advocates empanelled by National High Speed Rail Corporation Ltd. (NHSRCL) and utilize their services for Railway Board's office.

2. Please consider this letter as our unconditional acceptance of terms for empanelment as special legal consultant of the Railway Board.

3. Further, we have enclosed duly acknowledged and executed copies of the following documents:

   a. Signed copy of Railway Board's letter no. 2023/CE-I/CT/6/Legal firm panel dated 17.08.2023, which includes the schedule of fee payable to law firms/ advocates;
   b. Compliance certificate by advocate/ law firm; and
   c. Agreement on non-disclosure obligation.

4. Please let us know should you require any further documents or information from our end. We would be grateful if you would kindly share an acknowledged copy of this letter for our records. We look forward to working with you.

Yours sincerely,

TRILEGAL New Delhi

Ramakant Rai
Partner
Trilegal
E-mail: Ramakant.rai@trilegal.com

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Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal: Ramakant Rai

LEGAL New Delhi

Name of Advocate / Authorized Signatory of Law Firm:

RAMAKANT RAI
(IN BLOCK CAPITALS)

Designation: PARTNER

Place: DELHI

Date: 21/08/2023

***

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आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel New Delhi, dated: 17.08.2023

Trilegal,
1st Floor, Wing A&B, Prius Platinum,
D-3, District Centre, Saket, New Delhi -110017
Contact No.(s): 9971997790, 011-42599248 /Fax: 011-41639393
Email ID: ramakant.rai@trilegal.com

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**
Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

TRILEGAL New Delhi

Ramakant Rai

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

Ramakant Raj

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board reserves the right to allot matters/cases to the law firm(s)/advocate(s) from the empanelled list or outside the list, at its sole

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. **COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:**

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

Ramakant Rai

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.
M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.
O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement
B. Does not take up work in terms of empanelled letter.
C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.
D. Fails to abide by advocate client privileges.
E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.
F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.
G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.
H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.
I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.
J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.
K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹25,000/-

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

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Ramakant Rai

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COMPLIANCE CERTIFICATE BY ADVOCATE/ LAW FIRM:

I/We and our team, shall comply with the following conditions:

1) I/We shall not sub-contract/ assign the work.

2) I/We 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 centre/ legal agreements or documents / pleadings/ etc. is dealt with in strict confidentiality and secrecy.

3) Signed copy of Non-Disclosure Undertaking with Ministry of Railways ("**Railway Board**") is attached.

4) I/We should abide by advocate client privileges.

5) I confirm that:
   a) No partner of the law firm is related to any of the Director and above level officer of Railway Board.
   b) Neither I/We nor our partner(s) or associates is having any interest in the business of the Railway Board.

6) I/We 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.

7) I/We have not been blacklisted by any Central Govt. / State Govt. / Union Territory/ PSU/ Govt. Bodies.

8) I/We accept and will provide services as per the mentioned Schedule of Fees of Railway Board.

Private practice and restrictions:

9) I/We shall have the right to private practice, which should not, however, interfere with or be in conflict with the efficient discharge of my/our duties as an empanelled advocate of Railway Board (Conflict of Interest).

   Further, I/We shall ensure that during my/our empanelment with Railway Board, there is no conflict of interest with Railway Board vis-a-vis their other clients. I/We shall also not advise any party, render any legal opinion or accept any case against Railway Board in which I/We have appeared or is likely to be called upon to appear or give advice or render any such service which is likely to lead to a situation of conflict with the interest of Railway Board and / or compromises the position of Railway Board legally or otherwise.

10) I/We shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

11) I/We shall not entertain any case against Railway Board arising out of any court.

12) If I happen to be a partner of a firm of lawyers or solicitors, it will be incumbent upon the firm not to entertain any case against Railway Board or impinging on its interest of whatsoever nature arising in any Court.

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13) I/We will be engaged by Railway Board on case to case basis and the allocation of work will be decided by Railway Board.

14) I/We will take necessary steps to protect the interest of Railway Board in matters entrusted to me/us from time to time.

15) Empanelment does not confer any right or claim that I/We shall alone be entrusted with the work of Railway Board.

16) Railway Board, may, at any time, at its discretion, withdraw me/us from any proceedings/matter/brief.

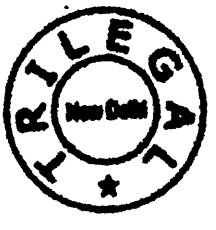
17) I/We shall keep Railway Board informed regarding the developments in the matters entrusted to me/us.

18) Unless a case is specially assigned, I/We will not on its own receive Summons/ Notices on behalf of Railway Board; and even if any summon/ notice is received and no Vakalatnama is given by Railway Board, I/We shall not otherwise deal with such cases and immediately inform Railway Board in this regard.

19) I/We shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

Signature and seal:





Name of Advocate/Authorized Signatory of Law Firm: RAMAKANT RAI
(IN BLOCK Capitals)

Designation: PARTNER

Unconditional Acceptance

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सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	:	IN-DL67080052736104V
Certificate Issued Date	:	15-Sep-2023 12:12 PM
Account Reference	:	IMPACC (IV)/ dl921303/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL92130300754694982026V
Purchased by	:	TRILEGAL
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	TRILEGAL
Second Party	:	MINISTRY OF RAILWAYS
Stamp Duty Paid By	:	TRILEGAL
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

सत्यमेव जयते

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Please write or type below this line IN-DL67080052736104V

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AGREEMENT ON NON-DISCLOSURE OBLIGATION ENTERED INTO BETWEEN MINISTRY OF RAILWAYS AND TRILEGAL.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Certified Copy Issued by Divisional Engineer-I, Civil Engineering Dte on 31/10/2023 11:54 am

AGREEMENT ON NON-DISCLOSURE OBLIGATION

This Agreement on Non-Disclosure Obligation (hereinafter referred to as "this Agreement") is made between Ministry of Railways (herein after referred to as "**Railway Board**") and Trilegal Law Firm/Advocate who has submitted Acceptance Letter in response to Railway Board's letter no. 2023/CE-I/CT/6/Legal firm panel, dated 17.08.2023 (hereinafter called as Special Legal Consultant). Here after the Railway Board and the Special Legal Consultant shall be collectively referred as the "Parties" and individually referred to as a "Party" in reference to this agreement.

1.0 PURPOSE

The purpose of this Agreement of "Non-Disclosure Obligation" is for the Special Legal Consultant to be able to properly manage and maintain the confidentiality of the information provided or disclosed by the Railway Board.

2.0 DEFINITIONS

The following terms as used in this Agreement are defined as follows:

2.0 "Confidential Information" shall mean:

(i) the terms and conditions of this Agreement; and

(ii) as provided by the Railway Board to the Special Legal Consultant, any information that is clearly identified by the Railway Board as confidential information at the time of its disclosure.

2.1 Notwithstanding anything else contained in this Agreement, the Confidential Information shall not include any information:

(a) that is, at the time of its disclosure, possessed by the Special Legal Consultant without owing any confidentiality obligation;

(b) with regard to the technology or knowledge that is independently developed by the Special Legal Consultant with no relation to any Confidential Information;

(c) that is properly acquired by the Special Legal Consultant from a third party without owing any confidentiality obligation and such third party is not in breach of any confidentiality obligation relating to such information;

(d) that the Railway Board, by prior written consent, permits the disclosure of (subject to the terms and conditions of such consent from the Railway Board);

(e) that is disclosed by the Railway Board to a third party without imposing any confidentiality obligation thereon; or

(f) that subsequently becomes publicly known for a reason other than that attributable, directly or indirectly, to the Special Legal Consultant after its disclosure.

3.0 CONFIDENTIALITY

3.1 The Special Legal Consultant shall be obligated to keep the Confidential Information in confidence with the care of a good manager and shall not disclose or divulge the Confidential Information to any third party. Upon the discovery of any breach of this

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Agreement or the improper disclosure or misuse of the Confidential Information, the Special Legal Consultant shall notify the Railway Board and shall take all necessary actions to prevent any further breach, improper disclosure or misuse, including by causing the persons to whom the Special Legal Consultant disclosed Confidential Information to agree and adhere to non-disclosure terms similar to those set forth in this Agreement

3.2 Notwithstanding Section 3.1 above, the Special Legal Consultant may disclose Confidential Information: (i) to the extent necessary, to (a) the Special Legal Consultant's officers and employees (hereinafter collectively referred to as the "Employees") who need to know such Confidential Information, (b) lawyers, advisors and other specialists owing confidentiality obligations under applicable laws, regulations or agreements and who are engaged by the Special Legal Consultant to render services in connection with the engagement with the Railway Board, and (ii) in accordance with applicable laws, rules and regulations, and any mandatory order by a court with jurisdiction or other public agency with jurisdiction; provided, however, that, if, and legally permitted to do so, the Special Legal Consultant shall promptly notify the Railway Board and take reasonable steps to assist the Railway Board in contesting such order or otherwise in protecting the Railway Board's rights prior to disclosure, to minimize the Confidential Information which is disclosed to follow such order.

3.3 The Special Legal Consultant shall impose upon all of the Employees who have or have had access to the Confidential Information, confidentiality obligations which continue after such Employee's retirement/resignation/leave from the Special Legal Consultant's company, equivalent to those of the Special Legal Consultant under this Agreement and shall ensure such Employees comply therewith. The Special Legal Consultant shall be jointly and severally responsible with such Employees (including former Employees) for any breach of such confidentiality obligations such Employees (including former Employees)

3.4 The Special Legal Consultant shall insert the relevant clause in their agreement/contract to impose the same obligation as stipulated in this Agreement to other members, consultants, subcontractors, manufactures etc. participating for such bids.

4.0 INTELLECTUAL PROPERTY RIGHTS

The Parties have expressly understood and agreed that all rights, including but not limited to those rights for property and intellectual property rights (including but not limited to patent rights, design rights, copyrights, trade secret rights and all other intellectual and industrial property rights of any sort throughout the world, the same shall apply hereinafter), regarding the Confidential Information or any other information mutually shared among the Parties will remain the exclusive property rights of the respective property rights holder.

5.0 NO WARRANTS

The Special Legal Consultant has expressly understood and agreed that neither Railway Board nor the Special Legal Consultant have any obligation under or by virtue of this Agreement to enter into furnishing, trading, development, or technology licensing agreement, or any other agreement, from or to the Special Legal Consultant any products, services, or any technologies

6.0 EXPORT CONTROL

In the event that sample products or technology including the Confidential Information is exported to India or any other country or provided to a resident in country by the Special Legal

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Consultant, the Parties hereby confirm and agree on the need to adhere to the laws and regulations of such and other countries and perform any necessary procedures, including obtaining export permits.

7.0 DAMAGES

Each Party agrees to indemnify, save and hold harmless the other Parties from and against any and all losses, liabilities, expenses (including, legal fees and costs), claims, liens, damages or the like (limited to common direct damages actually incurred) incurred by the other Parties as a result of any breach of any provision of this Agreement.

8.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India

9.0 JURISDICTION

The Parties will submit any disputes arising from or in connection with this Agreement that cannot be solved by good faith consultation among the Parties to the exclusive jurisdiction of Courts of Delhi for the court of first instance

10.0 TERM

10.1 The effective term of this Agreement shall run for a six (6) year period from the date hereof, and thereafter automatically extended for successive period of one (1) year each, unless each Party shall have otherwise notified to the other Parties in writing at least one (1) month prior to the expiry of this Agreement or any extension thereof.

10.2 Notwithstanding the above, the obligations of the Special Legal Consultant in relation to the Confidential Information shall survive after the termination of this Agreement.

10.3 Upon the termination of this Agreement, or at any time prior thereto upon the written request of the Railway Board, the Special Legal Consultant shall cease all use of and shall promptly return to the Railway Board (at the expense of the Special Legal Consultant), or shall promptly destroy in accordance with the reasonable instructions of the Railway Board, all of the Confidential Information it received that is in tangible or electronic/digital form (including but not limited to originals, all summaries, copies and excerpts). In the event of its destroying, the Special Legal Consultant shall destroy such Confidential Information by the way of non-reusable.

11.0 MISCELLANEOUS

11.1 This Agreement is the entire agreement between the Parties as to the subject matter hereof and supersedes any and all previous agreements, whether oral or written, as to its subject matter. It may be modified only by the written agreement of the Parties.

11.2 Any information disclosed to the Special Legal Consultant by the Railway Board before execution of this Agreement shall be treated subject to this Agreement.

11.3 If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the right and obligations of each Party shall be construed and enforced accordingly.

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11.4 No failure or delay by each Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercises of any rights, powers or privileges hereunder.

11.5 This Agreement constitutes a non-disclosure agreement only and shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to any Party the right to make commitments of any kind for or on behalf of the other Parties without the prior written consent of the other Parties.

"Whereof, the parties hereto have caused this Agreement to be executed on the day, month and year specified below."

For and on behalf of Railway Board	**For and on behalf of Special Legal Consultant(s)**
	Ramakant Rai
Signed By	Signed By
Name:	Name: **Ramakant Rai**
Position:	Position: **Trilegal**
Date:	Date:**15.09.2023**

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आज़ादी का अमृत महोत्सव

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/6/Legal firm panel

New Delhi, dated:17.08.2023

UNUC LEGAL LLP,
P-97, South Extension,
Part-II New Delhi-110049
Contact No.(s): 9999003577, 011-41057587
Email ID: info@unuclegal.com, unuconsultants@gmail.com

Sub: **Utilization of panel of Law firms/Advocates engaged by National High Speed Rail Corporation Ltd. (NHSRCL) for Ministry of Railways (Railway Board)**

Ref: NHSRCL's EOI No. NHSRCL/CO/F&L/LEGAL/2022/3 dated September, 2022

It has been decided by Ministry of Railways to adopt the panel of law firms/advocates empanelled by NHSRCL and utilize their services for Railway Board's office.

2. In this regard, please find enclosed herewith documents containing the information related to scope of work, Payment terms, Terms & conditions (General), Schedule of fees, Acceptance letter etc. for empanelment of your firm by Ministry of Railways.

3. You are requested to go through the terms and conditions of the offer and if considered acceptable, the Acceptance letter (as per prescribed proforma attached herewith) alongwith duly signed copies of all the enclosed documents should reach this office **positively by 17.09.2023** failing wihch it will be presumed that the firm has no interest in the offer.

DA: As above

17.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)
रेलवे बोर्ड
[Phone : Rly: 030-47598, MTNL:011-23047598
{e-mail address:dceg@rb.railnet.gov.in & padcegrb@gmail.com}

UNUC LEGAL (L.L.P)
ADVOCATES & SOLICITORS
Off.: P-97, South Extension Part-II,
New Delhi-110 049
Ph.: (011) 41057587

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1. **SCOPE OF WORK**

Ministry of Railways (Railway Board) is interested to empanel Legal Consultants who have specific experience in dealing with legal matters needed for infrastructural projects. The Legal Consultants is required to provide expert legal advice in various arbitration cases, taxation matters, tenders etc. being handled by Ministry of Railways (Railway Board).

2. **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. Railway Board reserves the right to revise the fee schedule at periodic intervals.

3. **TERMS & CONDITIONS (GENERAL)**

A. The empanelment would be initially for a period up to 31st July, 2025. The tenure of empanelled Advocates/Law firms may be renewed, depending upon their performance and requirement of the Railway Board. However, Railway Board 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. Railway Board 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. Railway Board 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 Railway Board.

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 Railway Board 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 Railway Board as per Indian Railways policy.

H. Correspondence with applicant:
Railway Board shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application.

I. Railway Board at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
   (i) suspend and/or cancel and/or amend/supplement 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 Railway Board 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.

4. **TERMS & CONDITIONS (FOR WORK DISTRIBUTION):**

A. Railway Board reserves the right to assign the work to any empanelled law firm/advocate at its sole discretion without assigning any reason whatsoever.

B. Railway Board 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

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discretion, keeping in view the urgency and importance of a particular matter.

C. The law firm/advocate will be engaged by Railway Board on case- to-case basis and the allocation of work will be decided by Railway Board.

D. Empanelment does not confer any right or claim that the law firm/advocate shall alone be entrusted with the work of Railway Board.

E. 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 Railway Board, detailing the conflict in writing as an attachment to its Bid.

F. Railway Board will be the final arbiter in cases of potential conflicts of interest. Failure to notify Railway Board of any potential conflict of interest will invalidate the bid.

G. Railway Board may, at any time, at its discretion, withdraw from the law firm/ advocate any proceedings/matter/brief.

H. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/ files.

5. COMPLIANCE CERTIFICATE BY ADVOCATE / LAWFIRM:

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 empanelled law firm/ advocate will also have to sign and submit a Non-Disclosure Undertaking to Railway Board.

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 Director and above level officer of Ministry of Railways (Railway Board). Otherwise disclosure of any such relationship should be made.

(ii) Neither the advocate/law firm nor its partner(s) or associates is having any interest in the business of Railway Board.

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. Advocate(s)/member(s) of law firm Should not have been blacklisted by any Central Govt./State Govt./ **Union Territory/** PSU/Govt. Bodies.

G. Accept and will provide their services as per the mentioned Schedule of Fees of Railway Board.

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 empanelled advocate of Railway Board **(Conflict of Interest).**

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

I. Shall not advise any party or accept any case against Railway Board or cases against its interest of any nature whatsoever.

J. Shall not entertain any case against Railway Board 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 Railway Board or impinging on its interest of whatsoever nature arising in any Court.

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L. The law firm/advocate will take necessary steps to protect the interest of Railway Board in matters entrusted to it from time to time.
M. The law firm/advocate shall keep Railway Board 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 Railway Board; and even if any summon/notice is received and no Vakalatnama is given by Railway Board, the law firm shall not otherwise deal with such cases and immediately inform Railway Board in this regard.
O. The law firm/advocate shall not use the Railway Board's symbol or logo in its letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of Railway Board.

6. DEBARRING PROVISIONS OR REMOVAL FROM PANEL:

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

A. Obtains the empanelment on the basis of false information/misstatement
B. Does not take up work in terms of empanelled letter.
C. Handing over the brief of matter to another advocates/law firms without prior written permission of Railway Board.
D. Fails to abide by advocate client privileges.
E. Fails to maintain/honor confidentiality and secrecy of Railway Board's data, statement and any other information.
F. Fails to attend the hearing of the case without sufficient reason and prior information to Railway Board.
G. Passing of information relating to Railway Board's case to opposite party or their advocates, etc. which is likely to damage or cause damage to the Railway Board's interest, legal or otherwise.
H. Giving false and/or misleading information to Railway Board relating to the proceedings of the case.
I. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of Railway Board.
J. Not returning the brief when demanded or not allowing or evading, to allow its inspection on demand.
K. Misappropriation of Railway Board's funds or earmarking/using the same towards his fee without Railway Board'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 Railway Board'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 Railway Board'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.

7. INTERPRETATIONS

Railway Board 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 **Railway Board** whose decision shall be final and binding and no claim/correspondence of any nature will be entertained in this regard. **Director/Civil Engineering (G), Railway Board or any other officer nominated from time to time by Railway Board** shall be the sole nodal officer for all the purposes/correspondence.

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ANNEXURE–I

Schedule of Fee payable to Law Firms/Advocates (Legal Consultant)–Railway Board

Professional Fee for empanelled law firms for furnishing legal opinion in various matters related to infrastructure projects, contractual matters, legal aspects of taxation issues and opinion on arbitration/litigation issues and documents, legal aspects of taxation issues and opinion on arbitration/litigation issue, etc.

(A) Transactional Services (Vetting of Documents)

S. 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.**	₹200/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹30,000/-. The page margins, spacing, indents, etc should be as per the court norms. Minimum charges: ₹15,000/-

(B) Advisory Services (Opinions etc.):

S. 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.**	₹500/- per page of main text drafted (excluding the text reproduced from other documents and annexures) subject to a maximum of ₹50,000/-. The page margins, spacing, indents, etc should be as per the court norms.

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

1. The schedule of fee payable (including Clerkage Charge) for services rendered as given above is fixed. However, Railway Board reserves the right to periodically review the same.
2. No TA/DA will be paid for attending meeting/conference to be held in Delhi.
3. No retainer fee shall be paid to any empanelled Advocate or Law firm.
4. No advance payment shall be made.
5. The performance of empanelled Advocates shall be continuously monitored and examined by Ministry of Railways and their continuance with Railway Board shall depend on their performance.
6. Railway Board reserves the right to cancel the name of any empanelled Advocate without assigning reason thereof.
7. 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 Railway Board without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
8. TDS as per applicable rules will be deducted from all payments.

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Acceptance for empanelment as Legal Consultant by Ministry of Railways (Railway Board)

I have read all the terms and conditions issued by Ministry of Railways (Railway Board) and hereby accept the same without any deviation.

Signature and seal:

(PARTNER)

RAJEEV CHHETRI

Name of Advocate / Authorized Signatory of Law Firm:

RAJEEV CHHETRI

(IN BLOCK CAPITALS)

Designation: PARTNER

Place: NEW DELHI

Date: 23.08.2023

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