



MUMBAI METRO RAIL CORPORATION LTD (MMRC)

REQUEST FOR PROPOSAL

FOR

Empanelment of Legal consultants/law firms for Legal services to MMRC

RFP DOCUMENT

January 2017

**MUMBAI METRO RAIL CORPORATION LTD (MMRC),
NaMTTRI Building, E-Block, Plot No.R-13,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051**



MUMBAI METRO RAIL CORPORATION LIMITED

(A JV company of Govt. of India and Govt. of Maharashtra)

MMRC Office Building, Bandra-Kurla Complex, Bandra (E),

Mumbai- 400 051.

Website: <https://www.mmrcl.com>

MMRDA e-Tendering portal :

<https://etendermmrda.maharashtra.gov.in>

REQUEST FOR PROPOSAL

MMRDA e-Tendering portal : <https://etendermmrda.maharashtra.gov.in>

Mumbai Metro Rail Corporation Limited (MMRC) invites proposal for empanelment through e-Tendering portal from Qualified, experienced Advocates /Legal Firms and solicitor Firms to provide Legal Consultancy services and assistance in Court matters, documentation and advice on matters of legal implications, matters pertaining to Land acquisition process and redevelopment of plots for project affected families.

For further details, please refer e-Tendering portal <https://etendermmrda.maharashtra.gov.in>.

Date. 25 /01/2017

Place: Mumbai

No. MMRC/ /RFP/17

Sd/-

Executive Director (Planning),

MMRC

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DETAILED e-TENDER NOTICE

MUMBAI METRO RAIL CORPORATION LIMITED

(A JV company of Govt. of India and Govt. of Maharashtra)

MMRC Office Building, Bandra-Kurla Complex, Bandra (E), Mumbai- 400 051.

Website: <https://www.mmrcl.com>

MMRDA e-Tendering portal : <https://etendermmrda.maharashtra.gov.in>

REQUEST FOR PROPOSAL

e-tender notice

Empanelment of Legal consultant/ Law firms

By

Mumbai Metro Rail Corporation Limited.

To,

All intending parties

Subject: Empanelment of Legal consultant/ Law firms

1. Mumbai Metro Rail Corporation Ltd (MMRC) is a Joint Venture Company of Government of India and Government of Maharashtra established for implementing Mumbai Metro Line-3 (Colaba-Bandra-SEEPZ).
2. MMRC is embarking on the land acquisition and rehabilitation of project affected families, more particularly in Kalbadevi and Girgaon residence through redevelopment of existing properties. While implementing the process of rehabilitation issues are likely to crop up pertaining to tenancy rights, succession, title clearance and other property related matters. Also MMRC may require to execute and register number of agreements and other legal documents during the process of Land acquisition and R&R. MMRC intends to seek legal assistance from qualified and experienced legal firms/advocates on matters related to land

acquisition, rehabilitation and property for advising, drafting, vetting various legal documents and attending Court matters.

3. RFP Document can be downloaded for reference purpose from the e-Tendering Portal of MMRDA during the period mentioned in the tender notice. Interested Applicants have to make online payment of Rs. 500/- (Rupees Five Hundred only) inclusive of MVAT (nonrefundable) as RFP Processing Fee using online payment gateway during Application preparation using i.e. Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during Application preparation by the Applicant.
4. Validity period of the offer of the RFP will be 120 days from the date of submission of the financial Application of the e-Tender.
5. Applicant who are participating in e-tendering for the first time shall have to obtain User ID & password from the abovementioned portal.
6. Applicants should have valid class 2 or 3 Digital Signature Certificate (DSC) having both Signing and Encryption Certificates obtained from any Certifying Authorities empaneled by Controller of Certifying Authorities India. In case of requirement of DSC, Applicants should go to <https://etendermmrda.maharashtra.gov.in/files/mmrda/misc/Digital%20Certificate.rar> and follow the procedure mentioned in the document Procedure for Digital Certificate.
7. Digitally Signed & unconditional online offers are invited by the Executive Director (Planning), Mumbai Metro Rail Corporation Ltd (MMRC), from Legal Consultants/Law firms/Advocates on “Standard rate” who have expertise on land acquisition and property matters and fulfilling conditions as under:

8. Details of RFP:

Sr. No	Name of Work	Cost of Blank Tender Form (In Rs.)	Empanelment Period
1	2	3	
1.	“Legal services for	Rs. 500/-	One year

	<p>implementation of Land acquisition and R&R process for Metro Line 3 project.</p> <ol style="list-style-type: none"> 1. Providing services like Legal opinion/advise. 2. Drafting, vetting of various legal documents. <ol style="list-style-type: none"> i) Court case papers ii) Deeds, agreements and other legal documents. 3. Legal title investigation and report. Process Stamp duty and registration of documents. 4. Appear, attend and defend MMRC in Court matters before various Courts. 		
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9. **Online e-Tender Schedule:**

S. No.	Tender Schedule	Applicant Schedule	Start Date & Time	End Date & Time
1.	RFP Authorization and Publishing	-----	25.01.2017 1000hrs	25.01.2017 1800hrs
2.	-----	RFP Document Download	27.01.2017 1000hrs	07.02.2017 1800hrs
3.	-----	Application Preparation and	27.01.2017 1000hrs	08.02.2017 1800hrs

		Submission		
4.	RFP Closing	-----	09.02.2017 1000hrs	09.02.2017 1800hrs
5.	-----	Online Control Transfer of Application	10.02.2017 1000hrs	10.02.2017 1800hrs
6.	Opening Envelope A – Tender Fees,	-----	12.02.2017 1000hrs	12.02.2017 1800hrs
7.	Opening Envelope B – Technical Application	-----	12.02.2017 1000hrs	12.02.2017 1800hrs
8.	Opening Envelope C – Financial Application	-----	14.02.2017 1000hrs	14.02.2017 1800hrs

10. To be eligible the Applicant should fulfill the following criteria:

- a) The Applicant should be based in Mumbai having 10 years of experience in dealing cases up to the level of High Court. Proprietor/ Partners /Associates should have valid enrollment certificate (Sanad) from Bar Council, firm registrations.
- b) The Applicant must have eminence experience in tackling complex issues relating to land acquisition, tenancy laws, property matters, land due diligence, stamp duty/registration of documents, drafting of agreements, deeds and documents. Documentary evidence for the same need to be enclosed.
- c) The Applicant should have successfully handled matters pertaining to land acquisition, property, tenancy rights. Documentary evidence (copy of Judgment) for the same need to be enclosed.
- d) The Applicant should be on panel of at least 2 Government/ PSU/Autonomous bodies at the time of responding to this RPF. Documentary evidence for the same need to be enclosed.
- e) The Applicant shouldn't have been black listed by Central or State Government or Bar Council in last 3 to 5 years.

11. The RFP shall be received online on above mentioned MMRDA official e-Tendering portal and shall be opened on scheduled date and time.
12. Applicant should upload scanned attested photocopies of all documents on above mentioned MMRDA official e-Tendering portal & produce in original on request by MMRC at any stage from e-Tender opening.
13. In case of any queries, Applicants may contact MMRDA's e-tendering service desk at **etendersupport@mailmmrda.maharashtra.gov.in** on any working day **(Phone No. 022-26597445)**.
14. Selected Applicant shall have to submit signed copy of tender manually to the department.
15. If there is any amendment in the tender the same shall be published on following MMRDA's official e-Tender portals / website:

MMRDA e-Tendering Portal: <https://etendermmrda.maharashtra.gov.in>

MMRDA Website: <https://mmrda.maharashtra.gov.in>
16. No Joint Ventures shall be allowed.
17. Right to reject any or all offers without assigning any reason thereof is reserved by MMRC.

Date. 25 /01/2017

Place: Mumbai

No. MMRC/ /PLANNING/RFP/17

Sd/-
Executive Director
(planning)
MMRC

CHAPTER – 1 : INSTRUCTIONS

I.A: INSTRUCTIONS TO APPLICANTS

1. Mumbai Metro Rail Corporation Ltd (MMRC) is a Joint Venture Company of Government of India and Government of Maharashtra established for implementing Mumbai Metro Line-3 (Colaba-Bandra-SEEPZ).
2. The purpose of this Application is to empanel one or more legal consultants /Advocates/law firms, having expertise, knowledge and experience in handling the land acquisition matters, title search investigation and reports, property related issues that may crop up during the process of land acquisition and rehabilitation of project affected families.
3. The empaneled members will be appointed for providing specific services on selected matters related to land acquisition, rehabilitation and property. Advising, drafting and vetting of various legal documents and attending Court matters if required and specifically appointed.
4. To be eligible the applicant should fulfill the following criteria:
 - a) The Applicant legal firms should be based in Mumbai having 10 years of experience in dealing cases up to the level of High Court. Proprietor/ Partners /Associates should have valid enrollment certificate (Sanad) from Bar Council, firm registrations.
 - b) The Applicants must have eminence experience in tackling complex issues relating to land acquisition, tenancy laws, property matters, land due diligence, stamp duty/registration of documents, drafting of agreements, deeds and documents. Documentary evidence for the same need to be enclosed.
 - c) The Applicants should have successfully handled matters pertaining to land acquisition, property, tenancy rights. Documentary evidence (copy of Judgment) for the same need to be enclosed.
 - d) The Applicants should be on panel of at least 2 Government/ PSU/Autonomous bodies at the time of responding to this RPF. Documentary evidence for the same need to be enclosed.
 - e) The Applicants shouldn't have been black listed by Central or State Government or Bar Council in last 3 to 5 years.

5. The selection of the Applicants will be made after scrutiny of their technical qualification as per requirement and quoted financial offer.

SCOPE OF WORK

- 1) To give legal opinion to MMRC in all its land acquisition and rehabilitation related activities. Drafting and vetting of various agreements, MOU, Leave and license agreement, Conveyance deed, Sale deed, Easement agreement, RTI queries, legal notices, Replies and any other legal document as per requirement.
- 2) To examine and prepare case papers, Draft and file suits, petitions, replies, defenses, complaints etc. court matter related papers in the Court on behalf of MMRC. Attend and appear in various courts for cases assigned to it on behalf of MMRC.
- 3) Keep the Head of Organization /Legal division informed of the important developments in cases from time to time, particularly with regard to settling of drafts, filing of papers, dates and status of court cases, supplying of copies of Court papers/ judgements.
- 4) Investigate and prepare Legal Title search report and certificate, including trail documents.
- 5) Process for Stamp duty and registration of Documents.
- 6) To perform such other duties of the legal nature which may be assigned by MMRC from time to time.

SUBMISSION OF PROPOSAL

Guidelines for submission of e-tender

- The submission and opening Applications will be through e-tendering process. Tender document can be downloaded from website

MMRDA e-Tendering Portal: <https://etendermmrda.maharashtra.gov.in>

MMRDA Website: <https://mmrda.maharashtra.gov.in>

- Applicant shall follow the instructions on the portal for submission of e-tender.
- The offer must be valid for 120 days from the date of opening.
- Applications shall be submitted online on the e-Tendering portal in 'three electronic envelopes system' within prescribed schedule.

- Application once submitted shall be final and no amendments shall be permitted. However, clarification to the extent of already submitted document may be asked by MMRC from the Applicants.
- Application received after due time shall not be accepted.
- Applicant shall submit only one Application.
- The Application shall be submitted as per Application Submission (annexures) before due time mentioned in section for **online e-Tender Schedule**
- The Application has been divided in to two parts
Part I – Containing technical Application as per Annexure I and II and information on the eligibility criteria.
Part II – Containing Financial Application as per Annexure III

Response to this RFP would be received by the mentioned date and time, beyond which the response will not be received. However, in case the said date is declared a holiday, the RFP Responses will be received on the next working day by the time mentioned above.

- All pages of the RFP document should be sequentially numbered.
- Conditional responses shall not be accepted on any ground and shall be rejected straight away. If any clarification is required, the same should be obtained before the submission of the RFP document.
- The offers submitted by FAX/Email or any manner other than specified above shall not be considered. No correspondence will be entertained in this regard.
- Any time prior to the last date for receipt of offers, MMRC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective firm, modify the Document by an amendment. The amendment will be notified in writing or by FAX or by Email to all perspective agencies who have received the document and will be binding on them. No offer may be modified subsequent to the last date for receipt of offer. No offer may be withdrawn in the interval between the last date for receipt of offers and the expiry of the offer validity period specified by the firm in the offer.
- The participating firm shall bear all costs associated with the preparation and submission of its offer. MMRC will in no case, be responsible or liable for those costs, regardless of the outcome of this process.

- Alterations if any, in the offer should be attested properly by the Firm, failing which the offer is liable to be rejected.
- No deviation in terms and conditions will be accepted.

E-envelope A

Applicant shall upload scanned copies of the following: Generate Receipt for e-tender fee

E-envelope B (Technical Application)

Applicant shall upload scanned copies of the following:

- Detailed standard form Annexure I, II and III (technical details).
- Certificate of registration.
- Details of overall experience.
- CV's of the key professional staff.

e-Envelope C (Financial Application)

- a) Upload the digitally signed copy of RFP document and Annexure-IV.

PROCEDURE FOR TENDER OPENING

The Responses to the RFP will be opened as per schedule as mentioned Important dates. In the presence of applicant's representative. Those Applicants who have fulfilled the requirements of e-Envelope A shall be eligible for opening of e-Envelope B. Contents of e-Envelope B will be scrutinized and only those Applicants who have fulfilled the requirements shall be eligible for opening of e-Envelope C.

EVALUATION OF RESPONSES TO RFP

- The proposals of the Applicants which fails to achieve the minimum requirement shall be rejected. On the technical evaluation, MMRC will first select Applicants on the basis of eligibility criteria of this RFP.
- The financial Application of such firms only would be evaluated, who are shortlisted based on technical evaluation.
- When deemed necessary, MMRC may seek clarification on any aspect of the participant firm. However, that would not entitle the participant to

change or cause any change in the substance of the offer submitted or price offered. This would also not mean that the Application has been accepted.

- The decision of the MMRC will be final and no communication regarding the same will be entertained by MMRC. The responses conforming the eligibility criterion will be considered for further evaluation process.
- Determination of eligible applicant will be done on the basis of the Financial Proposals of the eligible applicant and negotiations separately for each plot.
- After complete evaluation of financial offer MMRC shall decide on a standard fee/remuneration payable for each task. The empanelment will be subject to acceptance of Standard rates as fixed by MMRC.
- The results of the financial applications of all Applicants shall be available on the e-Tendering portal immediately after completion of the opening process.
- MMRC reserve the right to accept any offer, and to cancel /abort the process and reject all offers at any time prior to award of contract, without thereby incurring any liability to the affected firm, of any obligation to inform the affected firm of the ground for MMRC's action and without assigning any reason.
- The authority is not bound to accept the lowest Applicant.

SUGGESTION

If any clarification is required should be obtained before submission of Application.

Suggestion, If any

The participating law firms can submit their constructive suggestion, if any leading to the selection and empanelment of the law firms with MMRC for handling its legal cases. To understand scope of services, before submission, the applicants may contact Manager Legal during working hours and on working day at- MMRCCL, NaMTTRI Building, Plot no. R13, 'E' Block, BKC, Bandra (E), Mumbai 400051

The queries can be sent on email - jaishree.deherkar@mmrcl.com

DISQUALIFICATION

- a) The applicants who do not fulfill all or any of the conditions of the tender, is incomplete in any respect, will be summarily rejected.
- b) Even though the applicant meets the above criteria, they are subject to be disqualified if they have (The authority reserves the right to verify the particulars furnished by the applicant):
 - I. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirement, conditional Application/ proposal and / or
 - II. Record of poor performance such as abandoning the works, not attending the court matters.
 - III. Any effort by the applicant to influence the client, in the Application evaluation, Application comparison or contract award decision will result in rejection of the Application.
 - IV. Right to reject any or all offers without assigning any reason thereof is reserved by MMRC.

PREPARATION OF PROPOSAL

FEES:

1) Tender Fees:

Interested Applicants have to make online payment of Rs. 500/- (Rupees Five hundred only) inclusive of MVAT (nonrefundable) as Tender Processing Fee using online payment gateway during Application preparation using i.e. Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during Application preparation by the Applicant

While preparing the Application Proposal, Applicants must give particular attention to the following:

- i) Applicants are expected to examine all terms and instructions included in the RFP. Failure to provide requested information will be at their own risk and may result in rejection of their proposal.
- ii) During preparation of the proposal Applicants must give particular attention to the following:
- a) Technical Application is to be submitted online.
 - b) The relevant documents duly signed and sealed may be uploaded as attachment and the hard copy of the same has to be submitted to MMRC before the last date of submission of Application.
 - c) The document should be complete in all respect and must be free from any ambiguity, cutting and use of correcting fluid or overwriting.
 - d) The required key professional staff proposed may preferably be associates of the firm.
 - e) An authorized representative of the firm shall initiate and stamp all pages of the Application proposal. Authorization letter for signing the tender document should be attached.
 - f) For preparation of Application proposals, Applicants are expected to examine the RFP document in detail and it is the Applicant's responsibility to ensure that the information provided is adequate and clearly understood.
 - g) If the Applicant fails to submit the requisite information/clarification, if sought within prescribed time, the Application shall be treated as non-responsive Application and shall be rejected.
 - h) The financial Application has also to be submitted online only and shall be submitted in format given at **Annexure-IV** in RFP.
 - i) 'Effective hearing' means in which either one or more parties involved in a case are heard by the Court on the facts or law of the case.
 - j) 'Non effective hearing' means If the case is mentioned by the other side and adjourned or when only directions are given or only judgement /order is delivered by the Court, the same would constitute non effective hearing.

- k) 'Identical cases' means two or more cases in which substantially identical question of law or facts are involved and where the main difference is in the names, address of parties involved, amount of money involved etc. and where common or identical judgements are delivered irrespective of the fact that all the cases are heard together or not.

EMPANELMENT

The qualified Applicants will be empaneled by MMRC for an initial period of one Year from the date of issue of empanelment subject to conditions of for "Cancellation of empanelment". MMRC, if satisfied with the track record of performance of empaneled firm, can extend the period of empanelment without any change in terms and conditions of empanelment.

The Empanelment is subject to cancellation due to any of the following reasons (but not limited to) mentioned hereunder, without any liability to MMRC.

1. If the empaneled member is found to have submitted false, particulars/forged documents for securing empanelment.
2. The performance on the job of the empaneled members will be constantly monitored for quality, commitment to delivery period, accuracy of data and timelines mentioned in contract, adherence to the guidelines, Statutory regulations, conduct/discipline etc., while executing assignment. Any deviations from stated conditions mentioned in this document, can lead to appropriate action as deemed fit by MMRC including delisting with immediate effect.
3. If the empaneled member refuses to execute the assignment at his agreed scope/rates, after the issue of the letter of Award (LoA) for a specific assignment;
4. In case of a non-performance (slippage in timelines & accuracy, scope & quality of work, discipline, resolving conflicts etc. as assessed by MMRC) and/or bankruptcy of the empaneled members, the empanelment is liable to be cancelled by MMRC.
5. Any other reason deemed fit by MMRC for cancellation.
6. Such empaneled members, whose empanelment is cancelled due to any of the above reasons, will not be considered for subsequent empanelment for a further period of three years and the Earnest Money Deposit will also be forfeited.

SIGNING OF FORMAL CONTRACT AGREEMENT:

In the event of an award for a specific assignment to the empaneled member, such empaneled Consultant shall be required to enter into a Contract Agreement with MMRC within 7 (Seven) days from the date of the Letter of Award (LOA) or within such extended time as may be granted by MMRC.

(draft)

CONTRACT FOR LEGAL CONSULTANTS' SERVICES

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made the _____ day of the month of _____ 20__, between, on the one hand _____ (hereinafter called the "Owner" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include *its* successor or successors and assignee or assignees) and, on the other hand, _____ (hereinafter called the "Legal Consultants").

WHEREAS

- a) The Owner has requested the Consultant to provide providing legal services, on matters related to land acquisition, rehabilitation and property, advising, drafting and vetting of various legal documents and attending Court matters. More particularly mentioned in the schedule attached to this Contract (hereinafter called the "Services");
- (b) The Consultant, having represented to the Owner that they have the required professional skills, and personnel and technical resources, agreed to provide the Services on the terms and conditions set forth in this Contract;

1. DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Owner's country, as they may be issued and in force from time to time;
- (b) "Contract" means this Contract together with all Appendices/ Attachments and including all modifications made in accordance with the provisions of Clause ___ hereof between the Owner and the Consultants;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause ___ hereof;
- (d) "Effective hearing" Effective hearing means in which either one or more parties involved in a case are heard by the Court on the facts or law of the case.

(e) "Identical cases" Identical cases means two or more cases in which substantially identical question of law or facts are involved and where the main difference is in the names, address of parties involved, amount of money involved etc. and where common or identical judgements are delivered irrespective of the fact that all the cases are heard together or not.

(f) "Non-effective hearing" Non effective hearing means If the case is mentioned by the other side and adjourned or when only directions are given or only judgement /order is delivered by the Court, the same would constitute non effective hearing.

(g) "Personnel" means persons hired by the Consultants as employees and assigned to the performance of the Services or any part thereof'.

(h) "Party" means the Owner or the Consultants, as the case may be;

(i) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix-A hereto.

(j) "Third Party" means any person or entity other than the Owner, the Consultants or a Consultant.

NOW THEREFORE the parties hereto hereby agree as follows:

1. TERM AND TERMINATION OF EMPANELMENT

Empanelment of selected applicant will be for an initial period of one Years from the date of issue of empanelment subject to conditions of for "Cancellation of empanelment". MMRC, in its discretion can extend the period of empanelment without any change in terms and conditions of empanelment.

1.2 The Empanelment is subject to termination due to any of the following reasons (but not limited to) mentioned hereunder, without any liability to MMRC.

- a) If the empaneled member is found to have submitted false, particulars/forged documents for securing empanelment.
- b) The performance on the job of the empaneled members will be constantly monitored for quality, commitment to delivery period, accuracy of data and timelines mentioned in contract, adherence to the guidelines, Statutory regulations, conduct/discipline etc., while executing assignment. Any deviations from stated conditions mentioned in this document, can lead to appropriate action as deemed fit by MMRC including delisting with immediate effect.
- c) If the empaneled member refuses to execute the assignment at his agreed scope/rates, after the issue of the letter of Award (LoA) for a specific assignment;
- d) In case of a non-performance (slippage in timelines & accuracy, scope & quality of work, discipline, resolving conflicts etc. as assessed by MMRC) and/or bankruptcy of the empaneled members, the empanelment is liable to be cancelled by MMRC.
- e) Any other reason deemed fit by MMRC for cancellation.

2. PAYMENTS

- a) The bills are to be raised as per standard rates fixed by MMRC.
- b) The bills with two copy of original are to be submitted along with proof of the said work (like the reference of emails/letters etc.) Income tax will be deducted by MMRC at source as per law and Tax Deduction at Source Certificate shall be issued to the empaneled member by MMRC.
- c) Where there are two or more cases (but not more than 10 cases) involving substantially identical question of laws or facts, one such case will be treated as the main case and others as connected cases/bulk matters. The fees in such cases will be regulated as provided in succeeding para.
- d) In identical cases/bulk matters, fees applicable per case for the second case onwards will be 20% of the fee applicable for the first main case.
- e) All government payments/charges required to pay during to process of title clearance investigation, stamp duty and registration of documents will be reimbursed on producing vouchers/challan/proof of payment.

3. RELATION BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Consultants. The Consultants, subject to this Contract, have complete charge of Personal and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

4. LANGUAGE

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

5. EFFECTIVENESS OF CONTRACT

This Agreement will become effective upon signing by both the parties.

6. MODIFICATION

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the parties and shall not be effective until the consent of the parties has been obtained. However, each Party shall give due consideration to any proposals for modification made by the other Party.

7. REPORTING OBLIGATIONS

The Consultants shall submit to the Owner the reports and documents specified in Appendix-B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix, including any supporting data required by the Owner.

8. RIGHTS AND OBLIGATIONS

The mutual rights and obligations of the Owner and the Consultants shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Owner shall make payments to the Consultants in accordance with the provisions of the Contract.

8. CONFIDENTIALITY

The Consultant, their partners, associates and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the Employer.

10. INDEMNITY

The Consultants shall keep the Owner, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Owner or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultants, or the Personnel or agents of either of them.

11. CONFLICT OF INTEREST

Consultant represents and warrants that Consultant has no pre-existing obligations or commitments that would be in conflict or inconsistent with, or that would hinder Consultant's performance of, his obligations under this Agreement. During the term of his engagement Consultant shall not engage in activities or practices involving any possible conflict of interest. Consultant should avoid at all times the appearance of, as well as an actual, conflict of interest. Consultant shall immediately disclose to the Owner any known facts that might involve a conflict of interest of which the owner is not aware.

11. NOTICES

- a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed,

or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For the Owner:

Attention: _____ Facsimile: _____

For the Consultants:

Attention: _____ Facsimile _____

- b) Notice will be deemed to be effective as follows
 - (i) In the case of personal delivery or registered mail, on delivery;
 - (ii) In case of telegrams, ninety-six (96) hours following confirmed transmission;
 - (iii) In the case of facsimiles, seventy-two (72) hours following confirmed transmission
- c) A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

12.DISPUTE RESOLUTION

MMRC and the Consultant will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be governed in all respects by the provision of the amended Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof applicable during the time of contract. The arbitration proceedings will be held at Mumbai.

13.FORCE MAJEURE

Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of

government, governmental acts, injunctions, and other such events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations.

14. JURISDICTION AND APPLICABLE LAW:

This agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Mumbai.

The following documents attached hereto shall be deemed to form an integral part of this Contract:

The following Appendices:

- Appendix A: (Terms of Reference) Description of the Services _____
- Appendix B: Reporting Requirements _____
- Appendix C: Consultants minimum professional and supporting staff _____
- Appendix D: Consultancy fees and payment schedules _____
- Appendix E: Letter of acceptance

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF
MUMBAI METRO RAIL CORPORATION LTD

By _____ Authorized

Representative)

Witness:1

**FOR AND ON BEHALF OF
[NAME OF CONSULTANT]**

By _____ (Authorized

Representative)

Witness:1

TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

From: [Name, address and telephone nos. of the Applicant]

To:

Mumbai Metro Rail Corporation Limited,
'E' Block, Bandra Kurla Complex,
Bandra (e), Mumbai 400051.

Sir/Madam,

Subject: Empanelment of Legal Consultants/Law Firms to provide services, on matters related to land acquisition, rehabilitation and property, advising, drafting and vetting of various legal documents and attending Court matters.

1. We, the undersigned, are submitting our proposal for Empanelment of Consultants/ Law Firms to provide services, on matters related to land acquisition, rehabilitation and property, advising, drafting and vetting of various legal documents and attending Court matters.
2. We are submitting our Proposal. If awarded the contract, we confirm that the partners would undertake to take all the necessary steps to perform the work described in the composition and in the form of cooperation as stated.
3. We confirm that we meet the selection criteria set out in your RFP document.
4. We confirm that our proposal is valid for your acceptance up to the validity period stipulated in the RFP Document.
5. We confirm that our Proposal is consistent with all the requirements / scope of work as defined in the RFP document.
6. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation or false information / documentation contained in it may lead to our disqualification.

7. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, if any.
8. We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment within one week from date of issue of LOA.
9. We understand you are not bound to accept any Proposal that you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Applicant (Lead Consultant):

Address: Telephone (office) : _____

(Mobile): _____

Fax: _____

E-Mail: _____

Annexure II

ROLE OF LEGAL CONSULTANT / LAW FIRM.

[Date]

From: [Name, address and telephone nos. of the Applicant]

To:

Mumbai Metro Rail Corporation Limited,
'E' Block, Bandra Kurla Complex,
Bandra (e), Mumbai 400051.

Sir/Madam,

Subject: Empanelment of Legal Consultants/ Law Firm to provide services, on matters related to land acquisition, rehabilitation and property, advising, drafting and vetting of various legal documents and attending Court matters.

Following are the details of the roles and responsibilities to be undertaken by Legal Consultant/ Law Firm for the proposed scope of work:

- 1) To give legal opinion to MMRC in all its land acquisition and rehabilitation related activities. Drafting and vetting of various agreements, MOU, Leave and license agreement, Conveyance deed, Sale deed, Easement agreement, RTI queries, legal notices, Replies and any other legal document as per requirement.
- 2) To examine and prepare case papers, Draft and file suits, petitions, replies, defenses, complaints etc. court matter related papers in the Court on behalf of MMRC. Attend and appear in various courts for cases assigned to it on behalf of MMRC.
- 3) Keep the Head of Organization /Legal division informed of the important developments in cases from time to time, particularly with regard to settling of drafts, filing of papers, dates and status of court cases, supplying of copies of Court papers/ judgements.
- 4) Investigate and prepare Legal Title search report and certificate, including trail documents.
- 5) Process for Stamp duty and registration of Documents.
- 6) To perform such other duties of the legal nature which may be assigned by MMRC from time to time.

Signature

Full name

Address

Seal

Annexure III

INFORMATION SHEET
(Technical details)

1. Name of the Firm:
2. Profile: (Partner/proprietor of the Firm)
Name:
Address:
Registration number with Bar Council:
Telephone No:
Mobile No:
Email ID:
Year of Passing LL.B:
Year of enrollment as an Advocate:
3. Law Firm PAN NO:
4. Number of Government /PSU/Autonomous bodies cases handled in past 3 years:
5. Details of cases won:

6. Annual turnover from legal services (in lacs) :

7. Application fee details :

Amount	Draft No.	Date	Bank	Branch

8. Years of experience for the law firm:

9. Name of Government /PSU/Autonomous bodies where the responding Applicant is empaneled at present (give documentary proof with contact details of the officer concerned at the respective departments:

10. Any other information:

Certified that no legal disciplinary proceedings have been initiated against the firm, by or before any Bar Council of India in the last 3 years.

Authorized signatory

Date

Place

Seal of the Firm.

FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

From: [Name, address and telephone nos. of the Applicant]

To:

Mumbai Metro Rail Corporation Limited,
 'E' Block, Bandra Kurla Complex,
 Bandra (e), Mumbai 400051.

Sir/Madam,

Subject: Empanelment of Legal Consultants/ Law firm to provide services, on matters related to land acquisition, rehabilitation and property, advising, drafting and vetting of various legal documents and attending Court matters.

1. We , the undersigned , offer to provide the legal services on matters related to land acquisition, rehabilitation and property, advising, drafting and vetting of various legal documents and attending Court matters, in accordance with your request for proposal dated _____ and our technical proposal. Our financial proposal is as following :

Fee schedule for Litigation work

a.	Drafting of Plaints, Suits, petitions, Affidavits, written statement or submissions, rejoinders and other documents including notices, replies.	
b.	Court Appearances by associates i) Effective hearing ii) Non effective hearing	
c.	Filing Caveat	
d.	Perusal of documents including corporation's record.	

e.	Conference	
f	Bulk matters /Identical (two or more cases involving substantially identical question of laws or facts)	

Fee schedule for Non-Litigation Documentation work

a.	Routine and repetitive documents /drafts I) For vetting II) For drafting	
b.	Non routine and Non repetitive documents I) For vetting: blended rate II) Post 10 hrs.	
c.	Legal opinion and advisory (regular and Routine)	
d.	Title search report along with trail of documents and title certificate.	

- Government payments/charges to be reimbursed by MMRCL on production of (challan/receipt) proof of payment.
 - The quoted prices shall be exclusive of Service Tax
2. We confirm that our proposal is valid for your acceptance upto the validity period stipulated in the RFP Document
 3. We confirm that our Financial Proposal is consistent with all the requirements / scope of work as defined in the RFP document.
 4. We confirm that we have quoted price for scope of work /terms of reference as mentioned in the RFP document.

We understand you are not bound to accept any Proposal that you receive.

Your sincerely,

Signature

Full name

Address

Seal

