

**EMPANELMENT OF ADVOCATE(S)/Sr. LEGAL COUNSEL (S)
/LAW FIRM(S)**

REQUEST FOR PROPOSALS

RFP No. In-PCU, HPHDP-

Selection of Advocate(s) /Sr. Legal Counsel (s) / Law Firm(s)

For

**Defending the International/National Arbitration cases of the Himachal Pradesh
Horticulture Development Project (HPHDP)**

Himachal Pradesh Horticulture Development Project

INDIA

**Date of submission of Proposal: Not later than, Date: _15-05-2021_, Time: 17:00 hours
Date of opening of Technical Proposal: Date: _17-05-2021_, Time: 15:00 hours**

The proposal submission address is:

Project Director, Himachal Pradesh Horticulture Development Project

Dyerton Bizhub, Talland bypass, Shimla-171001

Tel: +91-177-2674937, E-mail: hdp-pd-hp@gov.in

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Himachal Pradesh Horticulture Development Project

I. Introduction of Project: -

1. Himachal Pradesh Horticulture Development Society (HPHDS) is implementing World Bank funded Himachal Pradesh Horticulture Development Project (HPHDP) for the socioeconomic upliftment of small and marginal farmers in the hilly state Himachal Pradesh.
2. This project is very important because horticulture sector is the backbone of Agro based economy of the State and lately the horticulture sector, especially the apple cultivation has been facing multifarious challenges such as global competition, climate change and non-availability of superior quality new germ plasm. HPHDP was started by State Government (with funding from World Bank (IDA Grant)) to bring about a paradigm change in the horticulture sector of H.P.
Project Development Objective (PDO) of HPHDP is “to support small farmers and agro-entrepreneurs in Himachal Pradesh to increase the productivity, quality and market access of selected Horticulture commodities”.
3. The project comprises of four components i.e.:

Component A: Horticulture Production and Diversification- The focus of this component is to enhance horticultural competitiveness at the farm level by supporting access to knowledge, technology and finance in order to increase long-term productivity and farm income in an environment marked by changing market patterns and increased climate variability. This will be done by enhancing producer’s access to disease free planting materials, supporting sustainable intensification and diversification of horticultural production through technology and knowledge transfer, including harvest, capture, collection, delivery and distribution of water and strengthening applied research and development and enhancing the access to finance to producers. Thus, it has following three sub-components:

A.1 Enhance availability and adoption of elite planting materials and horticulture technology transfer.

A.2 Promoting Climate Resilient Technologies and Adoption.

A 3. Facilitation of access to financial services and building financial capability

Component B: Value Addition and Agri-enterprise Development – The focus of this component is to improve value realization at the farm level, promote investments in agribusiness, fostering backward and forward linkages in the value chains for horticulture products, support supply chain infrastructure that prevent wastage and value erosion, and enable secondary and tertiary processing that creates higher value for the produce. This would be done by building community/farm level marketing capacitors and supporting them through matching grants to

acquire productive assets, establishing a modern supply chain comprising pack houses, controlled atmosphere (CA) stores and processing facilities to be operated under Public Private Partnership (PPP) arrangements, providing access to warehouse receipts systems linked to commodity exchanges, identifying, mobilizing and supporting agro entrepreneurs and facilitating access to finance for agribusiness enterprises, including collectives such as producers companies.

Component C: Market Development and sector stewardship– The focus of this component is to provide an improved platform for market-related information and intelligence, expand market access through alternative marketing channels, enhance transparency in the price discovery process, and improve market infrastructure. This will be done by supporting market information and intelligence services, introduction of e-marketing platforms and up gradation of whole sale markets.

Component D: Project Management, Monitoring and Learning– This component will ensure the effective implementation of project activities and monitor and evaluate project implementation progress, output and outcomes, building on implementation experience. this component will support establishment and operations of Project Coordination Unit (PCU), which will oversee and coordinate activities of the implementing agencies of the project, establishment and operation of Project Implementation Units in the representative implementing agencies and setting up of monitoring and evaluation (M&E) system for the project, including a project management information system and contracting an external M&E agency to monitor project activities that are attributable to the outcome of project, consultancies, training and relate material, office equipment and operational costs.

- II. 1. Project Director HPHDP and their Project Implementation Unit (PIU(s)) had executed number of contracts with the International Firms/Joint Venture Companies of International firms and Indian firms/Indian firms for implementation of various objectives of the Project. The arbitration clause mentioned in the five sample Contract Agreements are appended below: -
2. The Special Conditions of Contract (SCC) shall supplement and /or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provision herein shall prevail over those in the GCC.

A. Extract of Contract Agreement executed with International Firm:

The rules of procedure for arbitration proceedings shall be as follows:

Contract with foreign suppliers:

Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

If a dispute under the Supplier Contract raises the same issues as those in

respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined

B. Extract of Contract Agreement executed with Joint Venture of International and Indian National Firm:

Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:
 - (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Fédération Internationale Des Ingénieurs-Conseils (FIDIC) of Lausanne, Switzerland for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Fédération Internationale Des Ingénieurs-Conseils (FIDIC) of Lausanne shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
 - (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce, Paris.
 - (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the International Chamber of Commerce, Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on

International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the Government's country. For the purposes of this Clause, "home country" means any of:
 - (a) The country of incorporation of the Consultant; or
 - (b) The country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
 - (c) The country of nationality of a majority of the Consultant's shareholders; or
 - (d) The country of nationality of the sub-consultants concerned, where the dispute involves a sub-contract.

C. Extract of Contract Agreement executed with Indian National Firm:

Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provision:
 - (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Indian Council of Arbitration (ICA) shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
2. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
3. Miscellaneous. In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in India
- (b) The English language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

D. Extract of Contract Agreement executed with Joint Venture of International and Indian National Firm:

Disputes shall be settled by arbitration in accordance with the following provisions:

Each dispute submitted by a Party to Selection of Arbitrators. arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, In accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other party of the proposal of a name for such an appointment by the party who initiated the proceedings, either party may apply to Singapore International Arbitration Center (SIAC) Singapore. For a list of not less than five (5) nominees and, on receipt of such list the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last the remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Singapore International Arbitration Center (SIAC) Singapore shall appoint upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either party, be appointed by the International Chamber of Commerce, Paris.
- (C) If, in a dispute subject to paragraph (b) above, one party fails to appoint its arbitrator within thirty (30) days after the other Party has

appointed its arbitrator, the Party which has named an arbitrator may apply to the International Chamber of Commerce, Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

E. Extract of Contract Agreement executed with Indian National Firm:

Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators. Each dispute submitted by a party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators in accordance with the following provisions:-
 - (a) Where the parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the International Center for Alternative Dispute Resolution (India) for a list of not less than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute, if the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, The International Center for Alternative Dispute Resolution (India) shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
 - (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either party, be appointed by Indian Council of Arbitration) se
 - (c) If, in a dispute subject to paragraph (b) 'above, one party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the party which has named an arbitrator may apply to the Indian Council of Arbitration to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

III. Scope:

Scope of this Request for Proposal(RFP) is for Empanelment of Advocate(s) /Sr. Legal Counsel(s) / Law Firm(s) for Defending the International Arbitration/National Arbitration cases before Arbitrator/ and other designated court etc.

1. The principal task of the Empaneled Incumbent/Law Firm(s) shall be to advise the Project Director/ Project coordination unit (PCU)/ Project Implementation Unit(s)(PIU's) on the Legal matters, Service-related matters, Contract agreements on account of supply of Goods/engagement of Foreign Consultancy firms for various services besides engagement of resources in the Project activities.
2. Legal issues related to procurement and any other legal issue assigned by the Project Director.
3. Presently no case(s) of international/national Arbitration or any other case is pending in any of the court. However, case(s) if arises in the future shall have to be defended.
4. The Empaneled Incumbent/Law Firm(s) will be required to travel within and outside the State/Abroad for the Project purposes.

IV. Eligibility Criteria:

1. Should be enrolled as an Advocate with Bar Council and Bar Association
2. Should have sound knowledge about various Laws, particularly Indian Constitution, Code of Civil Procedure (C.P.C.), Indian Contract Act, Limitation Act, Arbitration and Conciliation Act, United Nations Commission on International Trade Law (UNCITRAL), Fédération Internationale Des Ingénieurs-Conseils (FIDIC), Indian Council of Arbitration (ICA), Singapore International Arbitration Center (SIAC) & Service Laws of the Government of India etc.
3. The Advocates should have minimum experience in handling cases of Government Organizations, Public Sector Undertakings, Autonomous Bodies, etc., as follows: -
 - (i) For handling the cases of Supreme Court of India - 7 years' experience in Supreme Court cases.
 - (ii) For handling the cases of High Court - 7 years' experience in High Court cases.
 - (iii) For handling cases at District Court / Tribunals = 7 years' experience in District Courts.
 - (iv) For handling International Arbitration cases = 7 years' experience in Arbitration cases including under United Nations Commission on International Trade Law (UNCITRAL), Fédération Internationale Des Ingénieurs-Conseils (FIDIC), Indian Council of Arbitration (ICA) and Singapore International Arbitration Center (SIAC).
 - (v) For handling Arbitration cases = 7 years' experience in Arbitration

cases in India.

V. Knowledge and skills:

1. Ability to function collaboratively and productively, in multidisciplinary environment efficiently.
2. Ability to represent the organization in interactions with Central and State Governments, and other stakeholders.
3. A good track record of implementing the schemes in day-to-day working with innovative ideas.
4. Ability and willingness to travel extensively and frequently.
5. Good interpersonal and management skills with ability to work in a time bound manner.
6. Good Command over MS-Office/ internet
7. Possess team-working capability
8. Good communication skills in English and Hindi, both written and verbal.

VI. General Instructions for submission of Bids:

1. The interested Advocate(s) /Sr. Legal Counsel(s) /Law Firm(s) who desire to be considered for empanelment and meeting the above eligibility criteria, may submit their Bids in duplicate on the prescribed format (Annexure-I or II, as applicable), along with other details in Annexure-III and Annexure-IV attached.
2. The Financial proposal on the prescribed format (Annexure-V) shall be submitted in a separate sealed envelope clearly mentioning the same on the envelope as "Quote for Retainer-ship Fee/Rates" as per Annexure-V appended to the RFP
3. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "**Defending the International/National Arbitration cases of the Himachal Pradesh Horticulture Development Project (HPHDP)**", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"
4. Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "**Financial Proposal**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**Do Not Open With The Technical Proposal.**"
5. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly

marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".

6. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
7. The proposed Bids should be valid for 120 days from the date of Bids opening.
8. Offers received late/after the stipulated date and time mentioned above due to any reason/postal delays shall be out rightly rejected and no representation to this effect shall be entertained.
9. All the copies of documents submitted along with application shall be self-attested.
10. The Project Director reserves the right to empanel any Advocate(s) /Sr. Legal Counsel(s) / Law Firm(s) of its choice and as per requirement, depending upon the area of specialization/expertise and on satisfying the eligibility criteria. The shortlisted Advocate(s) /Sr. Legal Counsel(s) /Law Firm(s)to be empaneled, will only be informed by the Project Director and no objection shall be entertained in this regard. Further, the Project Director also reserves the right to revise the rates / fees /allowances from time to time.
11. The Project Director also will have the liberty to engage any Advocate (s) / Sr. Legal Counsel (s) / Law Firms, other than those empaneled, if the circumstances so warrant and, in such situation, an empaneled Advocate (s) / Sr. Legal Counsel (s) / Law Firm (s)shall not make any claim.
12. Empaneled Advocate(s) / Sr. Legal Counsel(s) / Law Firm (s) shall always abide by the terms of engagement, prescribed by the Project Director, without any objection during the period of empanelment.
13. Decision of the Project Director, shall be final and binding on the empaneled Advocate(s)/ Sr. Legal Counsel(s)/ Law Firm(s) in case of interpretation of any clause/provisions of the RFP.
14. The Project Director reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

VII. Terms and Conditions for empanelment:

1. Period of Empanelment:

- (i) The empanelment is for a period of two years or until further orders, whichever is earlier. However, the term may be extended for further period at the discretion of the Project Director, based on the requirement of the services.
- (ii) The number of Advocate(s)/Sr. Legal Counsel(s)/Law Firm(s) in the Panel may be decided by the Project Director, based on the number of cases/exigencies.

2. Termination of Empanelment:

The empaneled Advocate(s)/Sr. Legal Counsel(s)/Law Firm(s) may be discontinued at the discretion of the Project (HPHDP) authorities at any time during the period of empanelment, without assigning any reasons and advance intimation.

3. Headquarters of the empaneled Advocate(s)/Legal Counsel(s)/Law Firm(s):

The Headquarters of the empaneled Advocate(s)/Sr. Legal Counsel(s)/Law Firm(s) during the period of empanelment shall be the station of Empaneled Incumbent/Law Firm or Shimla, as the case may be.

4. Responsibilities/ obligations:

- (i) The empaneled Advocate(s) / Sr. Legal Counsel(s) / Law Firm (s), may be required to appear in Supreme Court of India, Delhi/Himachal Pradesh High Court at Shimla or any other Courts, as entrusted to them by the Project Authorities.
- (ii) The empaneled Advocate(s) /Sr. Legal Counsel(s) /Law Firm (s) if so, required, shall also appear before the Tribunals, International/National Arbitrators and Lok Adalat etc. at any place of posting(India/Abroad) of the cases on request of the Project (HPHDP)
- (iii) If the cases handled by the empaneled Advocate(s) / Sr. Legal Counsel(s) / Law Firms, are decided against the Project (HPHDP) or its Officers, the concerned Advocate(s) / Sr. Legal Counsel(s) / Law Firm(s) shall give their written opinion, on either implementation or challenging the Judgement before appropriate Forum by filing an appeal with reasonable grounds, on priority according to the nature and emergency of the case.
- (iv) The empaneled Advocate(s) / Sr. Legal Counsel(s)/ Law Firm(s) shall render all assistance to Senior Counsel as may be engaged by the Project (HPHDP), if any required to do so from time to time.
- (v) The empaneled Advocate(s) / Sr. Legal Counsel(s) / Law Firm (s)shall inform the important developments in the case handled by them, from time to time, particularly regarding drafting, filing of papers, dates of hearing of the case, supplying copies of Judgments, etc., to the Project authority Trust and also furnish, periodical statements on the status of the cases entrusted to them, whenever it is called for from time to time by the Project authority.
- (vi) The empaneled Advocate(s) / Sr. Legal Counsel(s) / Law Firm (s) shall give advice on files or opinion on the subjects referred to them by the Project (HPHDP) within the requested specified time.
- (vii) The empaneled Advocate(s) / Sr. Legal Counsel(s) / Law Firm (s)shall draft/ scrutinize, the important letters having legal implications, Rules, Regulations, Licenses, Agreements or any other documents as

may be required and requested by the Project (HPHDP) from time to time.

- (viii) The empaneled Advocate(s) / Sr. Legal Counsel(s) / Law Firm (s) shall also appear in Criminal cases/ appeals and other proceedings Abroad, at Delhi /Shimla any other places, if so, required by the Project Authority.
- (ix) The empaneled Advocate(s) / Sr. Legal Counsel(s) / Law Firm (s) shall attend such other works having legal implications, as may be assigned by the Project Director from time to time.
- (x) The private practice of empaneled Advocate(s)/Sr. Legal Counsel(s)/Law Firm(s) should not affect the efficient discharge of the court matters/ legal proceeding, etc., entrusted to them by the Project (HPHDP).
- (xi) The empaneled Advocate(s)/Sr. Legal Counsel(s)/Law Firm(s) shall not advise any party or accept any case(s) against the Project (HPHDP).
- (xii) If the empaneled Advocate(s)/Sr. Legal Counsel(s) / Law Firm(s) happen to be a partner of a Law Firm, it shall be mandatory for such Firms not to take up any case(s)/ give advice to any party, against the Project (HPHDP).
- (xiii) The empaneled Advocate(s) /Sr. Legal Counsel(s) / Law Firm(s) shall maintain absolute secrecy and confidentiality about the cases of the Project (HPHDP).
- (xiv) The empaneled Advocate(s)/Sr. Legal Counsel(s)/Law Firm(s) shall not take any adjournment without prior consent of the Project (HPHDP).
- (xv) If empaneled Advocate(s)/Sr. Legal Counsel(s)/Law Firm(s) commits professional misconduct or indulge in any act, which is against professional ethics or facilitates fraud/ perpetration of fraud in connection with any matter connected with this Project (HPHDP), the Project (HPHDP) may take inter-alia steps to lodge complaint with Bar Council concerned for appropriate action.

VIII. General Conditions on payment of fees:

- (i) No fee shall be payable where no legal work is required to be done, i.e., like work regarding transmission of record to the other Court/Advocate, inspection of the court record for ascertaining the position of the case, etc.
- (ii) Daily fee for out of headquarters: Rs.2400/- per day, for the days of absence from Headquarters, which starts from the day of departure, including intervening holidays and till arrival back to the headquarters, subject to maximum 5 days. However, no fee for the day of departure/arrival, on the following occasions:
 - (a) Leaves the headquarters after court hours

- (b) Arrival to headquarters before court hours
- (iii) Reimbursement of Travelling expenses:
 - (a) Travel by air (economy class) for Designated Sr. Counsel and above
 - (b) For others, by II A/C train for the journey covered by overnight
 - (c) Road mileage: At the rate as admissible to Sr. Class I officers of the HPHDP, for the travel from his residence/court to the railway station/airport or place of stay in case of outstation and vice versa.
- (iv) Reimbursement of Hotel/Guest House Accommodation: Actual expense for stay in hotel/guest house, subject to maximum of Rs. 5000/- per day for Senior Advocate and above, and Rs. 3500/- per day for other in metro cities and for other places outside state shall be Rs. 3000/- & Rs. 2500/- per day respectively for maximum period of 5 days.
- (v) During the pendency of a proceeding, 1/3rd of the total admissible fee in a case may be paid, at the discretion of the Project (HPHDP). But in general, the fee shall be payable after the disposal of the case, on submission of an advance stamped receipt with sufficient documentary proof for such claim. For example a copy of the document drafted or a copy of Order/Judgment or copy of opinion, etc. only. The bill has to be submitted within one month from the date on accrual of the fees.

IX. Proforma/Formats:

Interested / willing, Advocate(s) / Sr. Legal Counsel(s) / Law Firm(s) may submit their Proposal in the applicable prescribed format enclosed as follows:

1. Application Form for Empanelment of Legal Firm(s) (Annexure-I)
2. Application Form for Empanelment of Advocate(s)/Sr. Legal Counsel(s) (Annexure-II)
3. Proforma for Experience (Annexure-III)
4. Undertaking (Annexure-IV)
5. Financial bid format(Annexure-V)

**1. Application Form for Empanelment of Law Firms
(To be filled by Law Firm(s))**

CURRICULAM VITAE

- 1 Name of the Law Firm:
 2 Name of the Partner applying on behalf of the firm:
 3 Date of Registration:
 4 Official Address:
 5 PAN-Permanent Account Number:
 6 E-Mail ID:

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Academic Qualification: -

7	Name of partner applying on behalf of the Firm	Degree	Year of Passing	Name of the University	Mark Percentage

Area of Professional Expertise: -

8	Name of partner applying on behalf of the Firm	Field / Branch of law	Experience From - to-	Total No of cases personal engagement handled as on	No of Successful disposal

Details of Bar Enrolment: -

9	Name of partner applying on behalf of the Firm	Enrolment No & Date:	Place

10 Professional Association, enrolment in other organization: -

S.N.	Organization Name	Case Type	From	To	No. of cases disposed as on	No. of cases disposed successfully

11 Details of succeeded cases: -

S.N.	Organization Name	Case no	Court	Cause title	Amount involved	Year of Court verdict		
12	Details of Reported cases: -							
S.N.	Case no	Court	Cause title	Citation Detail				
13	Details of References/Appreciation (if any): -							
14	Any other Details: -							
15	<p>ANY OTHER DETAILS THE APPLICANT MAY LIKE TO ADD FOR STRENGTHENING HIS/HER ENTITLEMENT FOR THE ASSIGNMENT</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"> Name of assignment or project: Year: Employer: Main features of the project: Positions held: Activities performed: </td> <td style="width: 60%;"></td> </tr> </table>						Name of assignment or project: Year: Employer: Main features of the project: Positions held: Activities performed:	
Name of assignment or project: Year: Employer: Main features of the project: Positions held: Activities performed:								
Add boxes as required								
16	References: Mention any two references with their complete address and contact numbers.							
17	Do you have any corruption or criminal charges pending against you (if yes, furnish Details).							
18	Have you ever been arrested, indicted or summoned into court as defendant in a criminal proceeding or convicted, fined or imprisoned for violation of any law (if yes Furnish details).							
19	Have you ever been discharged or forced to resign from any position (if yes, furnish details)							
Declaration: -								
We /I, hereby, solemnly declare that all the statements made in the above proforma are true and correct to the best of our/my knowledge and belief. If selected, for empanelment in HPHDP, our/my willingness will not be withdrawn.								

Place:
Date:

Authorised Signatory
with seal

*List of following documents as proof to be attached

1. Degree Certificate(s)
2. Enrolment Certificate
3. Copy of Enrolment Card
4. Bar Experience Certificate issued by Bar Council
5. Certificate (s)/letter of Professional Association enrolment
6. Copy of reported cases
7. Letters(s) of References/Appreciation
8. Registration Certificate of the Firm
9. Copy of PAN Card

**2. Application Form for Empanelment of Advocate(s)
(To be filled by Advocate(s)/Sr. Legal Counsel (s))**

CURRICULAM VITAE

- 1 Name:
2 Date of Birth:
3 Official Address:
4 Residential Address:
5 PAN-Permanent Account Number:
6 E-Mail ID:

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Academic Qualification: -							
7	Degree	Year of Passing	Name of the University		Mark Percentage		
Area of Professional Expertise: -							
8	Field / Branch of law	Year of Experience	Total No of cases personal engagement handled as on			No of Successful disposal	
Details of Bar Enrolment: -							
9	Enrolment No & Date:			Place			
10 Professional Association/enrolment in other organization as on date: -							
S.N.	Organization Name	Case Type	From	To	Total No. of cases allotted, as on	No. of cases disposed as on	No. of cases disposed successfully
11 Details of succeeded cases: -							
S.N.	Organization Name	Case no	Court	Cause title	Amount involved	Year of Court verdict	
12 Details of Reported cases: -							
S.N.	Case no	Court	Cause title		Citation Detail		
13 Details of References/Appreciation (if any): -							
14 Any other Details: -							

15 ANY OTHER DETAILS THE APPLICANT MAY LIKE TO ADD FOR STRENGTHENING HIS/HER ENTITLEMENT FOR THE ASSIGNMENT

Name of assignment or project:	
Year:	
Employer:	
Main features of the project:	
Positions held:	
Activities performed:	

Add boxes as required

- 16 References: Mention any two references with their complete address and contact numbers.
- 17 Do you have any corruption or criminal charges pending against you (if yes, furnish Details).
- 18 Have you ever been arrested, indicted or summoned into court as defendant in a criminal proceeding or convicted, fined or imprisoned for violation of any law (if yes Furnish details).
- 19 Have you ever been discharged or forced to resign from any position (if yes, furnish details)

Declaration: -

We /I, hereby, solemnly declare that all the statements made in the above proforma are true and correct to the best of our/my knowledge and belief. If selected, for empanelment in HPHDP, our/my willingness will not be withdrawn.

Place:

Date:

Authorised Signatory

with seal

*List of following documents as proof to be attached

1. Degree Certificate(s)
2. Enrolment Certificate
3. Copy of Enrolment Card
4. Bar Experience Certificate issued by Bar Council
5. Certificate (s)/letter of Professional Association enrolment
6. Copy of reported cases
7. Letters(s) of References/Appreciation
8. Copy of PAN Card

3. Proforma for Experience

(To filled by Advocate(s)/ Sr. Legal Counsel(s)/ Law Firm(s))

Sr. No.	Name of the Advocate / Law Firm	Area of Expertise	Year of Experience in Supreme Court of India	Year of Experience in High Courts of India	Year of Experience in District Courts of India	Year of Experience in Arbitration cases	Year of Experience in International Arbitration (Specify Cases & Status in separate sheet)	Organization /Clients for whom worked

Place:

Date:

Signature
with seal

4. UNDERTAKING

(To be furnished by Advocate(s)/ Sr. Legal Counsel(s)/ Law Firm(s))

I/ We hereby agree to unconditionally accept and agree to all the terms and conditions of the Expression of Interest for Empanelment of Advocate(s)/ Sr. Legal Counsel(s)/ Law Firm (s) without any deviations.

Self / Authorized Signatory
with seal

Place:

Date:

Financial Bid Format

Annexure-V

I. The Retainer ship fee for internal opinion in Official matters has been quoted as under: -

A) The internal opinion in official matters including procurement/contract agreements/Arbitration service matters etc.	_____ Rates quoted in INR per month.
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II. The rates for court case(s) has been quoted as under

B) For Court cases (case to case basis) from preparation of petition, conferring, filing, appearance, argument up to final disposal of case	
(i) In District Courts	_____ per case
(ii) In the High Courts	_____ per case
(iii) International Arbitration cases	_____ per case
(iv) Arbitration cases	_____ per case
(v) Supreme Court	_____ per case

Note: -The rates for both the categories shall be evaluated separately.

The above quoted rates are negotiable / non- negotiable (strike off which is not applicable).

Place:
Date:

Authorised Signatory
with seal