

No. DFCCIL/NIT/LEGAL SERVICES/2023

Dated: 31.05.2023

**INVITATION FOR EXPRESSION OF INTEREST (EOI)**  
**FOR ENGAGEMENT OF SR. ADVOCATES/ADVOCATES/LAW FIRMS**

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a PSU under Ministry of Railways invites EOI for Engagement of Sr. Advocates/Advocates/Law Firms for defending court matters before Hon'ble Supreme Court, various High Courts, various Benches of Central Administrative Tribunal, lower courts and other courts of law/Tribunals, anywhere in India on behalf of DFCCIL.

DFCCIL intends to engage Advocates/Law Firms/Sr. Advocates for defending court cases on behalf of the Dedicated Freight Corridor Corporation of India Ltd before Hon'ble Supreme Court, High Court, various Benches of Central Administrative Tribunal, lower courts and other courts of law/tribunals anywhere in India. Interested Advocates/Law Firms/Sr. Advocates fulfilling the requirements are invited to submit their duly filled applications alongwith relevant documents as mentioned in the EOI document for consideration of their empanelment.

The detailed EOI document indicating the scope of work, qualifying requirements, forms and procedure for submission of proposal for EOI can be downloaded from website of DFCCIL at <https://dfccil.com/> (In Active Tender Tab) and the same should be submitted on or before 30.06.2023 upto 18:00 Hrs at DFCCIL, Corporate Office, 3<sup>rd</sup> Floor, Supreme Court Metro Station Building Complex, New Delhi-110001.

DFCCIL reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reason thereof and no claim/dispute in this regard shall be entertained.



- 31/5/23  
(Jitender Kumar)

Dy. General Manager/Law

Tel : 011-23454648

Mob: 9717636966



**Dedicated Freight Corridor**

*Transforming Transportation*

**EXPRESSION OF INTEREST  
FOR EMPANELMENT OF LAW FIRMS, ADVOCATES AND  
SENIOR ADVOCATES IN DFCCIL**

**MAY 2023**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**

**A Government of India (Ministry of Railways) Enterprise**

**Regd. & Corporate Office:** 5<sup>th</sup> Floor, Supreme Court Metro Station Building  
Complex, New Delhi-110001.



**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF LAW FIRMS,  
ADVOCATES AND SENIOR ADVOCATES IN DFCCIL**

**1. INTRODUCTION**

DFCCIL is a Special Purpose Vehicle set up under the administrative control of Ministry of Railways to undertake planning & development, mobilization of financial resources and construction, maintenance and operation of the Dedicated Freight Corridors and was incorporated in October 2006 under Indian Companies Act 1956. At present two corridors of the DFCCIL are under the construction phase i.e the Eastern Corridor funded by the World Bank and Western Corridor funded by JICA having a project cost in excess of Rs.80,000 Crores. The cost for the project is funded by a combination of debt from bilateral/multilateral agencies, equity from Ministry of Railways and Public Private Partnership. Various contracts awarded by the DFCCIL are under execution which were awarded through International Competitive Bidding to various Indian and International contractors, joint ventures and consortiums. DFCCIL's Corporate Office is located in New Delhi at 5<sup>th</sup> Floor, Supreme Court Metro Station Building New Delhi-110001. Further, details of the organization can be obtained from our website <https://dfccil.com/>

- 2. DFCCIL invites "Expression of Interest" (EOI) from competent Advocates/Law Firms/Senior Advocates for empanelment in DFCCIL for providing legal services for its various matters before Hon'ble Supreme Court of India, various High Courts across India, National Green Tribunal, Debts Recovery Tribunal, NCLT/NCLAT, District Courts, Statutory Authorities, Arbitration Tribunals, Dispute Adjudication Boards and other judicial fora in Delhi and other jurisdictions where the DFCCIL is having operations, to defend DFCCIL**

and for other transactional legal advisory services to secure the interests of DFCCIL in the following categories;

- (I) **DESIGNATED SENIOR ADVOCATE(S)**
- (II) **CATEGORY A- ADVOCATE(S) WITH MORE THAN 18 YEARS OF EXPERIENCE**
- (III) **CATEGORY B- ADVOCATE(S) HAVING EXPERIENCE BETWEEN 7 TO 18 YEARS.**
- (IV) **CATEGORY C- ADVOCATE(S) HAVING EXPERIENCE BETWEEN 3 TO 7 YEARS**
- (V) **CATEGORY D- LAW FIRM**

Law firms can also apply but they would be put into the categories mentioned above on the basis of the credentials of the Managing Partner.

### 3. NATURE OF WORK:

- i) The Advocates or Firms will be required to handle/defend legal matters before various Courts, Tribunals or other Judicial Forums.
- ii) Providing oral and written opinion on issues relating to the transaction of business of DFCCIL as referred to them.
- iii) Legal vetting of tenders, contracts, and documents, transactional advisories related to the transaction of business of DFCCIL referred to them.
- iv) Drafting of Legal documents in connection with the business of DFCCIL.
- v) Participation in discussion/conference with DFCCIL officials and on behalf of DFCCIL with AGI/SGs/ASGs/Sr. Advocates etc.





**4. ELIGIBILITY CRITERIA:**

**A. ESSENTIAL ELIGIBILITY CRITERIA:**

1. LL.B from a University recognized by Bar Council of India.
2. The Law firm/ Advocates should have adequate demonstrable experience in litigation as well as advisories in matters pertaining to Contractual matters and Arbitration & Conciliation; Construction and Contract Laws; Land Acquisition matters and Compensation thereto; HR laws; Labour Laws specifically related to construction industry; constitutional laws; Taxation; Company Law; Indian Railways Act; Banking & DRT; Intellectual Property Rights (IPR), and other related allied acts, etc.

**B. EVALUATION CRITERIA:**

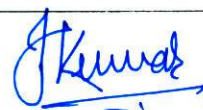
1. The proposal so received from applicants/firms (Designated Senior Advocate / Advocate(s) of category A, B, C & D shall be evaluated by a Committee on the prescribed criteria.
2. Kindly note that only such applicants shall be considered for empanelment who would score a minimum 45 marks out of 100 marks of the following criteria.
3. Those applicants applying for District Courts will be treated under a single category after having secured the minimum of 30 marks in the prescribed eligibility parameters.

**Note:** It is to be noted that those applicants who have applied under a particular category and not able to obtain the minimum threshold of 45 marks would be downgraded to the lower category.



## EOI FOR LAW FIRMS, ADVOCATES AND SENIOR ADVOCATES

SN	PARAMETERS	MARKS
<b>I. EVALUATION OF DESIGNATED SENIOR ADVOCATE(S)</b>		
1	Number of Clients from Railway/Construction / Infrastructure Sector of Govt. of India / State Govt. / Autonomous Bodies, on behalf of whom <b>minimum 3 (three)</b> appearance were given before the Hon'ble Courts, for each client. (The applicants have to submit documentary proof thereof and a list of clients)	Maximum 20 marks as follows: i. 11 and above Clients = 20 ii. 6 to 10 Clients = 15 iii. 1 to 5 clients = 10
2	Number of years of services as Designated Sr. Counsel in the High Court of Delhi, Allahabad, Calcutta, Patna, Chandigarh, Rajasthan, Gujarat and Bombay and Supreme Court of India. (The applicants have to submit documentary proof thereof)	Maximum 20 marks as follows: i. 16 years and above = 20 ii. 11 to 15 years = 15 iii. 1 to 10 years = 10
3	Judgments of Hon'ble High Courts in Contractual/Arbitration/Recovery/Writ Matters (in which the Designated Sr. Counsel appeared on behalf of PSU/ Govt. Deptt.)	Maximum 20 marks as follows: Maximum 05 (five) marks shall be given for each case on contractual /Arbitral/ Recovery/ Writ matters of PSU/ Govt. Deptt. decided by the Hon'ble High Court (subject to submission of the judgment).
4	Judgments of Hon'ble Supreme Court in Contractual/ Arbitration/ Recovery/ Writ	Maximum 25 marks as follows: Maximum 05 (five) marks shall be given for each case on



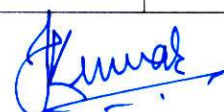


**EOI FOR LAW FIRMS, ADVOCATES AND SENIOR ADVOCATES**

	matters (in which the Designated Sr. Counsel appeared on behalf of PSU/ Govt. Deptt.)	Contractual / Arbitral disputes of PSU/ Govt. Deptt. (subject to submission of the judgment).
5	Arbitral Awards passed in favour of the client duly represented by the Counsel on behalf of PSU/ Govt. Deptt or against them under one or more section(s) of the Indian Arbitration & Conciliation Act.	Maximum 15 marks as follows: 05 (five) marks shall be given for each award passed by the Arbitral Tribunal in contractual disputes of PSU/ Govt. Deptt. (Subject to submission of details/brief of the same)

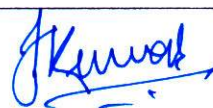
**II. EVALUATION OF ADVOCATE(S)**

SN	PARAMETERS	CATEGORY – A MARKS ADVOCATE(S) WITH MORE THAN 18 YEARS OF EXPERIENCE	CATEGORY – B MARKS ADVOCATE(S) HAVING 7-18 YEARS OF EXPERIENCE	CATEGORY – C MARKS ADVOCATE(S) HAVING 3-7 YEARS OF EXPERIENCE
1	Length of experience in providing legal services in Railways/Construction/ Infrastructure Sector especially of Govt. of India/State Govt./ Autonomous Bodies. (The applicants have to submit documentary proof	Maximum 25 marks as follows: i. From 25 years and above years = 25 marks ii. From 18 Years upto 25 years = 20 marks	Maximum 25 marks as follows: i. From 14 Years and above years = 25 marks ii. From 7 Years upto 14 years = 20 marks iii. Below 7 years = zero (0)	Maximum 25 marks as follows: i. From 5 years and above years = 25 marks ii. From 3 years upto 5 years = 20 marks. iii. Below 3 years = zero (0)



**EOI FOR LAW FIRMS, ADVOCATES AND SENIOR ADVOCATES**

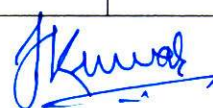
	thereof and a list of clients).	iii. Below 18 years = zero (0)		
2	Number of Clients from Railways /Construction / Infrastructure Sector especially of Govt. of India / State Govt. / Autonomous Bodies , on behalf of whom minimum 3 (three) appearance were given before the Hon'ble Courts, for each client. (The applicants have to submit documentary proof thereof and a list of clients).	Maximum 15 marks as follows: i. 8 and above Clients = 15 ii. 5 to 7 Clients = 10 iii. 1 to 4 clients = 05	Maximum 15 marks as follows: i. 5 and above Clients = 15 ii. 3 to 4 Clients = 10 iii. 1 to 3 clients = 05	Maximum 15 marks as follows: i. 5 and above Clients = 15 ii. 3 to 4 Clients = 10 iii. 1 to 2 clients = 05
3	Arbitral Awards passed in favour of the client duly represented by the Counsel on behalf of PSU/ Govt. Deptt or against them under one or more section(s) of the Indian Arbitration & Conciliation Act.	Maximum 15 marks as follows: 05 (five) marks shall be given for each award passed by the Arbitral Tribunal in contractual disputes of PSU/ Govt. Deptt.	Maximum 15 marks as follows: 05 (five) marks shall be given for each award passed by the Arbitral Tribunal in contractual disputes of PSU/ Govt. Deptt. (Subject to submission of	Maximum 15 marks as follows: 05 (five) marks shall be given for each award passed by the Arbitral Tribunal in contractual disputes of PSU/ Govt. Deptt.





**EOI FOR LAW FIRMS, ADVOCATES AND SENIOR ADVOCATES**

		(Subject to submission of details/brief of the same)	details/brief of the same)	(Subject to submission of details/brief of the same)
4	Judgments of Hon'ble Supreme Court in Contractual/Arbitration /Recovery/Writ matters (in which the Counsel appeared on behalf of PSU/ Govt. Deptt.) or against them	15 marks as follows: Maximum 05 (five) marks shall be given for each case on contractual /Arbitral/ Recovery/ Writ matters of PSU/ Govt. Deptt. decided by the Hon'ble High Court (subject to submission of the judgment).	15 marks as follows: Maximum 05 (five) marks shall be given for each case on contractual /Arbitral/ Recovery/ Writ matters of PSU/ Govt. Deptt. decided by the Hon'ble High Court (subject to submission of the judgment).	10 marks as follows: Maximum 05 (five) marks shall be given for each case on contractual /Arbitral/ Recovery/ Writ matters of PSU/ Govt. Deptt. decided by the Hon'ble High Court (subject to submission of the judgment).
5	Judgments of Hon'ble High Courts in Contractual/Arbitration /Recovery/Writ matters (in which the Counsel appeared on behalf of	Maximum 15 marks as follows: Maximum 05 (five) marks shall be given for each case on Contractual /	Maximum 15 marks as follows: Maximum 05 (five) marks shall be given for each case on Contractual / Arbitral Disputes of	Maximum 15 marks as follows: Maximum 05 (five) marks shall be given for each case on Contractual / Arbitral Disputes of



**EOI FOR LAW FIRMS, ADVOCATES AND SENIOR ADVOCATES**

	PSU/ Govt. Deptt.) or against them.	Arbitral Disputes of PSU/ Govt. Deptt. (Subject to submission of the judgment).	PSU/ Govt. Deptt. (Subject to submission of the judgment).	PSU/ Govt. Deptt. (Subject to submission of the judgment).
6	If already empanelled with DFCCIL or having past experience with DFCCIL even if he contested against DFCCIL	5 (five) marks.	5 (five) marks.	5 (five) marks.
7	Advocate/Law Firms having Experience in dealing with Dispute Resolution Mechanism under FIDIC Based Contract.	5 (five) marks.	5 (five) marks.	5 (five) marks.
8	AOR	5 MARKS	5 MARKS	10 MARKS

**C.** DFCCIL reserves the right to relax, any or all of the above conditions, reject one or all the proposals without assigning any reason thereof at its sole discretion.

**5. CRITICAL DATES:**

Last date for submission of proposal: **30.06.2023 (upto 1800 Hrs.)**





## 6. TERM:

- i) The number of Counsel/Law Firms/Sr. Advocates to be empanelled for different court locations shall be determined by DFCCIL based on its requirement.
- ii) The currency of the panel will be three years from the date of notification of panel or till further orders and the same can be extended further on the discretion of DFCCIL.
- iii) The performance of the empanelled Advocates/Law firms shall be reviewed after every six months and non-performing members may be de-panelled from the Panel.
- iv) Notwithstanding the above, DFCCIL reserves its right to review the services of Advocates/Law Firms/Sr. Advocates at any point in time and if deemed fit. DFCCIL on its own prerogative be entitled to discontinue/withdraw/close the work/brief or obtain change of Vakalatnama.

## 7. PLACES OF PANEL

The panel will be formed at the following places:-

### **SUPREME COURT (NEW DELHI)**

**HIGH COURT:-** Delhi, Punjab & Haryana (Chandigarh), Uttar Pradesh (Allahabad & Lucknow), Bihar (Patna), Jharkhand (Ranchi), West Bengal (Calcutta), Rajasthan (Jodhpur & Jaipur), Gujarat (Ahmedabad), Maharashtra (Bombay).

### **DISTRICT COURT:-**

#### **A. Delhi**

#### **B. Punjab** (Fatehgarh Sahib, Patiala, Ludhiana)

- C. **Haryana** ( Yamuna Nagar, Ambala, Rewari, Gurgaon, Palwal, Faridabad, Mewat)
- D. **West Bengal** (Hooghly, Aruengabad, Dhanbad, Asansol, Burdwan )
- E. **Bihar** (Gaya, Kaimur, Aurangabad )
- F. **Uttar Pradesh** (Hapur, Ghaziabad, Meerut, Muzaffarnagar, Saharanpur, G.B.Nagar, Bulandsahar, Kanpur, Kanpur Dehat, Auraiya, Etawah, Firozabad, Agra, Aligarh, Mahamayanagar, Prayagraj, Mirzapur, Chandauli, Varanasi, Kaushambi, Fatehpur, Chandauli, Rohtas, G.B. Nagar)
- G. **Gujarat** (Vadodara, Bharuch, Surat, Ahmedabad, Kheda, Anand, Vadodara Ph-I, Mehsana, Banaskantha, Gandhi Nagar)
- H. **Rajasthan** (Sikar, Ajmer, Mahendergarh, Jodhpur, Aburoad, Desuri, Rani, Jaipur, Kishangarh (Distt. Ajmer), Sikar, Reengus (Dist. Sikar"), Shrimadhopur (Dist. Sikar), Neem Ka Thana (Dist. Sikar") & Narnaul (Head Quarter of Mahendergarh District), Banaskantha Palanpur, Sirohi, Pali, Ajmer, Beawar , Bali and Sumerpur),
- I. **Maharashtra** (Palghar, Surat, Navsari, Valsad, Thane, Raigarh, Palghar)

8. **PAYMENT TERMS:** The schedule of fee payable for services rendered shall be applicable as given in the attached **Annexure – 1**. It may please be noted that the Schedule of Fees as given in **Annexure –1** is fixed. DFCCIL reserves the right to revise the fee schedule at periodic intervals.

9. **APPLICATION PROCEDURE:**

- i. The Applicant should sign & stamp on all pages of EOI document (including annexures) along with a duly filled and signed application in **(Annexure-2 & 3)** in a sealed envelope super scribed with "For Empanelment of Advocates/Law Firms/Sr. Advocates" addressed to





Sh. Jitender Kumar, Deputy General Manager/Law, DFCCIL, 4<sup>th</sup> Floor, Supreme Court Metro Station Building Complex, New Delhi-110001. The last date for receipt of proposals is **30.06.2023 (upto 18:00hrs)**.

- ii. No application shall be entertained if received after the prescribed date & time. Also, application received through e-mail shall not be entertained.
- iii. DFCCIL does not take any responsibility for loss of application in transit.
- iv. Application, along with its duly signed annexures in hard copy, shall only be accepted.
- v. Format (**Annexure-2 & Annexure-3**) of application must be completely filled. Incomplete application will be rejected outrightly.
- vi. Over writing/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 Advocate/Authorized person of Law Firm.
- vii. The Empanelment shall be strictly on the basis of application format given at **Annexure – 2 & 3** and irrelevant and unnecessary papers should be avoided to be attached (except wherever prescribed in this EOI). Application submitted in any other form/mode/incomplete application shall not be considered and would be rejected out rightly.
- viii. DFCCIL reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reason thereof and no claim/dispute in this regard shall be entertained.
- ix. Mere submission of application/proposal for Empanelment does not itself entitle any applicant for Empanelment or confer any right to the Advocates/Law Firms/Sr. Advocates to receive any work from DFCCIL.



**10. CORRESPONDENCE WITH APPLICANT:**

Except as provided in EOI, DFCCIL shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application. DFCCIL at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:

- a. suspend and/or cancel the EOI process and/or amend/supplement the EOI process or modify the dates or other terms & conditions relating thereto.
- b. consult any applicant in order to receive any clarification or further information about the proposal.
- c. empanel or not to empanel any applicant.
- d. retain any information and/or evidence submitted to the DFCCIL by or on behalf of, and/ or relation to any applicant.
- e. 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.

**11.** DFCCIL shall notify the successful Advocates/law firms/Sr. Advocates in writing that his request for empanelment has been accepted.

**12. DEBARMENT/REMOVAL FROM PANEL:**

The Advocates/Law Firms/Sr. Advocates, shall be debarred/removed from empanelment; in present and/or in future, in DFCCIL, if the Advocates/Law Firms/Sr. Advocates:

- 12.1 Obtains the empanelment on the basis of false information/ misrepresentation of facts.





- 12.2 Hands over the brief or matter to another advocate without prior written permission of DFCCIL.
- 12.3 Fails to attend the hearing of the case without sufficient reason and prior information.
- 12.4 Fails to act as per DFCCIL's instructions or going against specific instructions.
- 12.5 Fails to return the brief when demanded or not allowing or evading to allow its inspection on demand.
- 12.6 Misappropriates the DFCCIL funds or earmarking/using the same towards his fee or for any unauthorized purpose without DFCCIL's permission.
- 12.7 Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/appeal related to DFCCIL without permission.
- 12.8 Commits an act tantamounting to Contempt of Court, Professional Misconduct or gross negligence.
- 12.9 Is convicted in any offence resulting into arrest or detention or debarment by the Bar Council.
- 12.10 Pass on information relating to Authority's cases on to the opposite party/ Counsel which may cause prejudice to the DFCCIL's interest.
- 12.11 Give false or misleading information to the DFCCIL relating to the proceedings of the case.
- 12.12 Ask for frequent adjournments or not objecting to the adjournment moved by other party without sufficient reason.
- 12.13 Fails to maintain/honour confidentiality and secrecy of the DFCCIL's data, statement and other information.



12.14 Threatens, intimidates or abuse any of the DFCCIL's Employees, Officers, or Representatives.

12.15 Any act of canvassing/undue influence for empanelment/assignment of work.

**13.** DFCCIL reserves its right to engage any other Advocate of its choice, to perform duties that are assigned to empanelled counsel. An empanelled Advocates/Law Firms/Sr. Advocates shall have no claim that he/she alone should be entrusted with DFCCIL legal matters.

**14. TERMS AND CONDITIONS:**

- a. The Empanelled Advocates/Law Firms shall represent DFCCIL and its Officers/Officials before the Hon'ble Supreme Court of India, Hon'ble High Court (s) & the other judicial forums on behalf of DFCCIL, in the cases assigned to him/her.
- b. The Empanelled Advocates/Law Firms shall perform such other duties of a legal nature as may be assigned to him / her by DFCCIL.
- c. The Empanelled Advocates/Law Firms shall keep DFCCIL informed of all the developments of the matter, on its own, after every hearing and submit a case status report accordingly.
- d. The Empanelled Advocates/Law Firms shall assign a representative / Clerk with DFCCIL to carry out the coordination as well as to collect/deliver the documents / case papers in DFCCIL.
- e. DFCCIL will send the information to the panel Advocates/Law Firms through post/ e-mail/SMS regarding entrustment of a case and after receiving the communication/message, it is the duty of the panel advocate/law firm to collect the brief/copy of the petition.



- f. The Advocates/Law Firms shall keep DFCCIL informed of all the developments in the case from time to time particularly with regard to drafting. Filing of papers, dates of hearing of the case, orders/Judgements of the Court on the dates of its pronouncement, supplying certified copies of the judgment.
- g. The empanelled Advocates/Law Firms shall not accept any engagement against DFCCIL and DFCCIL shall have sole right to use their name as an Advocate/ Law Firm.
- h. DFCCIL reserves the right for allotment of legal work, court cases to any empanelled Advocates/Law Firms and no claim of any nature will be entertained in this regard. The decision of CGM of concerned field unit/GM-Law in respect of batch/bunch petitions and settlement of fee will be final and binding and no claim/correspondence of any nature will be entertained in this regard. CGM of concerned field unit shall be the sole nodal officer for all the purposes/correspondence.
- i. The day-to-day proceedings in the cases assigned to the empanelled Advocates/Law Firms Firm shall be intimated in writing or by e-mail to CGM of concerned field unit and GM/Law.
- j. The Advocates/Law Firms shall attend the offices of DFCCIL and Sr. designated Advocates as and when required and shall make their own arrangements for collection of petitions or delivering documents to the concerned office of DFCCIL.
- k. The performance of empanelled Advocates/Law Firms shall be continuously monitored and examined by the GM/Law and their continuance with DFCCIL shall depend on their performance.
- l. DFCCIL reserves the right to cancel the name of any empanelled Advocates/Law Firms without assigning reason thereof.



- m. These terms and conditions will not be applicable in criminal cases.
- n. GST to be payable shall be borne by DFCCIL subject to rules applicable from time to time.
- o. After completion of case or expiry of tenure or de-panelment of Advocates/Law Firm or decision to withdraw the case from the Advocates/Law Firms, either on its completion or in between, all such cases/files in the custody of the Advocates/Law Firms will be returned to DFCCIL without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
- p. When any case is attended by the Advocates/Law Firms and if the same is decided against the DFCCIL then Advocates/Law Firms shall render his/her opinion, without any cost, regarding filing of an appeal arising out of such decision not later than five (5) working days from the date of receipt of copy of the judgment/order.
- q. The Advocates/Law Firms will be engaged by DFCCIL on case to case basis and the allocation of work shall be decided by DFCCIL at its sole discretion without assigning any reason whatsoever.
- r. The Advocates/Law Firms will take necessary steps to protect the interest of DFCCIL in matters entrusted to him/her from time to time and no statement/submission shall be made before any Court/Tribunal without obtaining prior consent from DFCCIL.
- s. Unless a case is specifically assigned, the Advocates/Law Firms will not on its own receive Summons/Notices on behalf of DFCCIL: and even if any Summon/Notice is received and no Vakalatnama has been issued by DFCCIL, Advocates/Law Firms shall not otherwise deal with such cases on its own motion, but shall immediately inform DFCCIL about the details of the case.





- t. Refusal by any Advocate/Law Firm to accept any work without any reasonable cause (e.g. on grounds of conflict of interest), may entail removal of such Advocates/Law Firms from the panel of DFCCIL.
- u. Empanelment does not confer any right or claim that the Advocates/Law Firms, shall be entrusted with the work of DFCCIL.
- v. The Advocates/Law Firms, should not have been blacklisted/debarred by any Central Govt./State Govt./Government Company/Public Sector Undertaking/ Govt. bodies.
- w. Advocates/Law Firms, whose brief/work has been discontinued/ closed/ withdrawn / change of vakalatnama, obtained in the past by DFCCIL, shall not be eligible to participate in empanelment process.
- x. The Advocates/Law Firms should have adequate setup/infrastructure to deal with the matters.
- y. The Advocates/Law Firms shall not use the DFCCIL's name or symbol, logo in his/her letter heads, sign boards, name plates, advertisements, websites, etc., without explicit permission of DFCCIL.
- z. In the event of any doubt or difference of opinion regarding the terms and conditions of empanelment, the decision of DFCCIL shall be final and binding and shall not be subject to challenge.

#### **15. RIGHT TO PRIVATE PRACTICE AND RESTRICTIONS**

- I. The Advocates/Law Firms shall have the right to private practice which should not, however, interfere with or be in the conflict to the efficient discharge of his duties as an empanelled Counsel/firm of the DFCCIL.
- II. The Advocates/Law Firms shall not advise any party or accept any case against DFCCIL.



- III. If the Advocate happens to be partner of a firm of lawyers or Solicitors, it will be incumbent upon the firm not to entertain any case against DFCCIL arising in any Court/Tribunal/or any Forum.

#### **16. CONFIDENTIALITY CLAUSE**

During the term of Empanelment and thereafter, the Advocates/Law Firms shall maintain strict confidentiality of the matters pertaining to the DFCCIL and shall submit the Confidentiality undertaking placed at **Annexure-5.**

DFCCIL shall treat all information, submitted as part of the advice/report/submissions, in confidence and shall require all those who have access to such material to treat the same in confidence. DFCCIL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

All documents and other information provided by DFCCIL or submitted by the Counsel and all its personnel to the DFCCIL shall remain or become the property of DFCCIL. DFCCIL will not return any submission or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Counsel and all its personnel to DFCCIL in relation to the advice shall be the property of DFCCIL.





## ANNEXURE-1

FEE STRUCTURE

1) BEFORE THE HON'BLE SUPREME COURT/HIGH COURT/NGT/NCLT/  
NCLAT/CAT/ ARBITRAL TRIBUNALS EXCEPT LAND MATTERS

SN	ITEM	AMOUNT			
		SR ADVOCATE	CAT-A ADVOCATE HAVING 18 PLUS YRS EXPERIENCE	CAT-B ADVOCATE HAVING EXPERIENCE (7-18 YEARS)	CAT-C ADVOCATE HAVING EXPERIENCE (3-7 YEARS)
1	Fee for per effective appearance before the Supreme Court of India; a. Effective	65,000/-	30,000/-	20,000/-	10,000/-
	b. Non Effective	35,000/-	15,000/-	7,500/-	4,000/-
2	For appearance before the High Court(s), National Green Tribunal, Arbitral Tribunal and all other Courts/Tribunals except District Courts. a. Effective	40,000/-	18,000/-	9,000/-	4,500/-
	b. Non Effective	20,000/-	9,000/-	4,500/-	3,000/-
3	Per Conference (Per Hour Per person)	10,000/-	8,000/-	6,000/-	4,000/-



## EOI FOR LAW FIRMS, ADVOCATES AND SENIOR ADVOCATES

4	Settling/Drafting Before SC, HC, DC, NGT, AT and other Tribunals/forums. (a) Preparation of Petition/ Written Statements/SOD	40,000/-	25,000/-	18,000/-	12,000/-
	(b) Counter Affidavit/Reply to stay application to the suit/Rejoinder	25,000/-	18,000/-	12,000/-	8,000/-
	(c) Preparation of misc./interim applications & replies, impleadment application and any other application/petition.	15,000/-	10,000/-	7,500/-	5,000/-
	(d) Reading fee in case of disposal of WP/SLPs at the admission stage without filing Counter Reply	40,000/-	25,000/-	20,000/-	10,000/-
5	Written opinion	40,000/-	20,000/-	10,000/-	7,500/-
6	Caveat	--	9,000/-	9,000/-	9,000/-
7	Pro-forma Respondent-where DFCCIL is impleaded as a Pro-forma Respon-dent, the entire fee in the whole petition will be up to maximum of	--	25,000/-	20,000/-	15,000/-



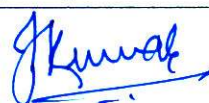


## EOI FOR LAW FIRMS, ADVOCATES AND SENIOR ADVOCATES

8	<b>Clerkage Charges</b> (Will not be applicable in Miscellaneous Expenses given in item no. 9)	10% of professional fee Bill	10% of professional fee Bill	10% of professional fee Bill	10% of professional fee Bill
9	<b>Miscellaneous expenses</b> such as Court Fee/photocopy/binding/softcopy preparation/typing/ Translations etc.	As per actual on submission on bills only.			

**2) BEFORE DISTRICT COURTS / ARBITRATORS IN LAND MATTERS OR ANY OTHER COURTS NOT COVERED ABOVE:**

SN	ITEM	Fees in District Court/ Commission/Forums/Land Arbitrations/Labour Court etc.
1.	(a) Preparation of Petition/ Written Statements/ replies/rejoinder/appeal.	Rs. 12,000/-
	(b) Counter Affidavit/Reply to stay application to the suit	Rs. 12,000/-
	(c) Preparation of misc./interim applications & replies, implement application and any other application/petition.	Rs. 5,000/-
2.	Fee for Court Appearance; (a) Effective	Rs. 5,000/-
	(b) Non-Effective	Rs. 2,500/-
3.	Per Conference (Per Hour)	Rs. 2,500/-
4.	Written opinion	Rs. 5,000/-
5.	Caveat	Rs. 9,000/-



6.	<b>Pro-forma Respondent- where DFCCIL is impleaded as a Pro-forma Respondent, the entire fee in the whole petition will be up to maximum of</b>	Rs. 10,000/-
7.	<b>Clerkage Charges (Will not be applicable in Misc. Expenses given in item no. 8)</b>	10% of professional fee Bill
8.	<b>Miscellaneous expenses such as Court Fee/photocopy/binding/soft copy preparation /typing/ Translations etc.</b>	As per actual on submission on bills only.

**3) TRAVELLING EXPENSES/OUTSTATION CHARGES FOR ALL CATEGORIES:**

The Concerned Department at the time on nomination shall provide the terms of Lodging and local conveyance to the nominated Advocates/Law Firms. These charges are reimbursable on submission of bills.

1.	Journey	Economy class (By Air), 2 <sup>nd</sup> AC (By Train) or AC Chair Car (By Train) and AC Car (By Road)
2.	Lodging and local conveyance	<div>(a) Travelling Expense</div> <div>(a) By 2AC/AC Chair Car or by Taxi. Note: 1. In exigency travel in economy class by air may be permitted by CGM or GM/Law DFCCIL on case-to-case basis. 2. In cases, where train journey is not convenient, traveling expenses @Rs. 24 per Kms, or as per actual on production of bill is admissible.</div> <div>(b) Lodging (out of Headquarter more than 100 km)</div> <div>(b) Lodging and accommodation ; For "X" class cities Rs. 9000/- per day For "Y" class cities Rs. 6000/- per day</div>

Sumat



			For "Z" class cities Rs. 4000/- per day
		<b>(c) local conveyance.</b>	(c) Local conveyance @Rs. 12/Kms or as per actual on production of bill is admissible.

\*Prior approval of CGM in Unit or GGM/Coordinator of the HQ, has to be obtained before nominating the Advocate for appearance/legal work out of station.

#### 4) TERMS & CONDITIONS;

1. The Advocate(s)/Law firm(s) shall be paid as per prescribed fee schedule.
2. The fees of the Advocates/Law Firms shall be paid on presentation of invoice, and on submission of copy of the document drafted, if it is a drafting fee and submission of gist of proceedings or a copy of order/judgment where it is necessary in case the claim is for appearance fee reflecting the counsel's name. The Advocates/Law Firms shall submit its bill within one (1) month from the date on which the fee has accrued.
3. Any conference by Advocates/Law Firms with the Designated Senior Advocate shall be done only after confirmation from DFCCIL.
4. Whenever a Designated Senior Advocate is to be engaged, his charges shall be payable separately, including for conference, drafting, appearance, etc.
5. Clerkage shall be paid at the rate of 10% in addition to fee and same shall not be paid on the charges like misc. expenses, Photostat expenses, conveyance/meal expenses and transportation expenses. The final fee bill will be cleared only after receipt of the Judgment/Decree/Final Order in the case.



6. When two or more cases together involve, substantially identical question of law/or fact, one of such cases will be treated as the main case and the other as connected case and the fees in such will be regulated as under, provided the cases are heard together:
  - a. Full fee would be admissible for appearance in the main case and 20% in each of the connected case.
  - b. If substantially identical affidavit, counter-affidavits, complaints, written statement, ground of appeals applications and other pleadings are drafted in connected cases or drafting fee will be admissible in the main case and only 20% separate drafting fee per case will be admissible in connected case.
7. The conference fee in the fee-schedule shall be subject to the following:
  - a. In general, the conference between the Sr. Advocate and Jr. Advocate Counsel (wherever nominated specially for a case) and between Counsel and DFCC official maximum number of Five (5) such conference will be allowed, comprising two (2) for settlement of pleadings and three (3) during the course of proceedings in a single side.
  - b. However, in high stake/policy matters the number of conference may be increased with the approval of CGM of concerned field and GM/Law in Corporate Office.
  - c. In case of conference/briefing of an Ld.AG/SG/ASG/Senior Designated Advocate by a DFCCIL empanelled Advocate, the DFCCIL empanelled Advocate shall be paid Conference fee equivalent to the amount of fee for one effective hearing as per the fee-schedule applicable to High Court cases.





- d. Conference fee will be payable only in case of face discussion and not for telephonic conversation/discussion. However, in emergent circumstances, the virtual conference via Webex, Zoom, Google Meet, etc. may be treated as effective conference with the approval of CGM of concerned field and GM/Law.

## 8. HEARING

(I) **Effective Hearing:** the effective hearing means, a hearing which either one or both parties involved in a case are heard by the Courts/argues by the Counsel of the parties, Examination-in-Chief and/Cross-Examination is held, issues/charges have been framed, and in addition to above, effective hearing are according to the High Court rules.

(II) **Non-effective Hearing:** the non-effective hearing means all other hearing other than the ones mentioned in the effective hearing.

9. In case of outstation legal services (appearance / defending a matter outside Station), the appearance fee shall be double of the fee prescribed for effective appearance for the home station. In addition, lodging and local conveyance shall also be payable as per fee schedule at **Annexure-1**.

10. DFCCIL shall have the right, in exceptional cases, to sanction for payment more than the fee mentioned in the approved schedule, keeping in view the importance of the matter, labour and extra effort put in by the Advocates/Law Firms in a particular case. It shall also have the power to fix the fee for eventualities which have not been mentioned in the schedule.



11. Fee of Ld. AG/SG/ASG, are not being stipulated as they are engaged in very few important cases and their fee varies from case to case depending upon the importance/stakes involved etc., in the matter as per Memo raised by them. Fee for such cases shall be decided by the DFCCIL depending upon requirement.
12. No retainer ship fee shall be paid to any panel Advocates/Law Firms merely because such Advocates/Law Firms is empanelled with DFCCIL.

A handwritten signature in blue ink, appearing to read 'Kumar', with a horizontal line extending from the end of the signature.



**APPLICATION FOR EMPANELMENT IN DFCCIL**

Court Location Applied for : \_\_\_\_\_

Category Applied for : \_\_\_\_\_

(recent self-attested photograph)

1. Name :
2. Father's/Husband's Name:
3. Date of Birth:
4. Educational Qualification and Year of passing / Completion of LL.B. from the University recognized by Bar Council of India  
(Self attested copy of LL.B. degree) :
5. Date of Enrolment and Details of the Bar Council  
(self-attested copy of enrolment certificate) :
6. Details of Post Qualification Experience:
  - a) Total no. of years of experience (after enrolment in Bar)
  - b) Court where regularly practising:
7. Office/Chamber Address :  
Residence Address: (self-attested copy of any proof)  
Mobile and Telephone No. with STD code:  
Fax. No. with STD Code:  
Email address:  
Copy of ITRs (For last 3 Years) : (Self attested Copy)  
PAN no. : (self-attested copy of PAN)  
Aadhar no: (self-attested copy)
8. Number of Cases presently being contested:  
Please mention in brief the types of Cases/Arbitrations



9. Categories Areas of Expertise/ Specialization [Choose the categories, Commercial Contracts, Construction Arbitration, Arbitration and conciliation, Land Acquisition Law, Company Law, Intellectual Property Laws, Labour Laws or any other discipline especially in Construction sector, Service laws, Taxation, Railways Act – you may mention more than one category] :
10. A brief note on suitability for empanelment or any other information you may like to give.
11. Whether you have been blacklisted/debarred by any Central Govt./State Govt./Government Company/Public Sector Undertaking/ Govt. bodies, if yes, provide details if any.

Signature and seal : \_\_\_\_\_

Name of Advocate : \_\_\_\_\_

(IN BLOCK CAPITALS)

Place :

Date :





## ANNEXURE-3A

## DETAILS TO BE PROVIDED:

SN	PARAMETERS FOR SELECTION	DETAILS INCLUDING NUMBERS (TO BE FILLED ALONG WITH THE DOCUMENTARY EVIDENCE, IF APPLICABLE.	REMARKS, IF ANY.
1.	Length of experience in providing legal services in Railways/ Construction/Infrastructure Sector especially of Govt. of India/State Govt./Autonomous Bodies.		
2.	Number of Clients from Railways /Construction /Infrastructure Sector especially of Govt. of India / State Govt. / Autonomous Bodies , on behalf of whom minimum 3 (three) appearance were given before the Hon'ble Courts.		
3.	Arbitral Awards passed in favour of the client duly represented by the Counsel on behalf of PSU/ Govt. Deptt or against them under one or more section(s) of the Indian Arbitration & Conciliation Act.		
4.	Judgments of Hon'ble Supreme Court in Contractual/Arbitration/Recovery/Writ matters (in which the Counsel appeared on behalf of PSU/ Govt. Deptt.) or against them		
5.	Judgments of Hon'ble Supreme Court in Contractual/Arbitration/Recovery/Writ		



# EOI FOR LAW FIRMS, ADVOCATES AND SENIOR ADVOCATES

	matters (in which the Counsel appeared on behalf of PSU/ Govt. Deptt.). or against them.		
6.	If already empanelled with DFCCIL or having past experience or even contested against DFCCIL.		
7.	Advocate/Law Firms having Experience in dealing with Dispute Resolution Mechanism under FIDIC Based Contract		
8.	AOR Since when		

## Notes :

1. The applicants must submit documentary proof thereof and a list of clients. In case any document is not provided, the eligibility will be examined based on the available documents and no subsequent claim in this regard will be accepted.
2. With respect to the Arbitral Awards and Judgements, the self-attested Copies (For the Arbitral Awards) or downloaded Copies of judgements must be provided.
3. The copies of empanelment letters shall be provided, if applicable.
4. In case of any confidentiality issue, redacted details may be provided to establish the eligibility.

Signature and seal : \_\_\_\_\_

Name of Advocate : \_\_\_\_\_

(IN BLOCK CAPITALS)

Place :

Date :





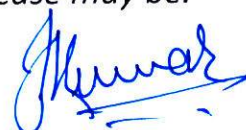
## ANNEXURE-3B

**CHECK LIST OF DOCUMENTS REQUIRED ALONG WITH APPLICATION**

Following documents shall be submitted along with the application for Empanelment:

SN	Supporting Documents	Attached Yes/No, if yes page no. of the application
1.	Application form (Annexure-2 along with the tabular Format provided in Annexure-3) in prescribed format duly filled in and signed by the Advocates/Law Firms/Sr. Advocates.	
2.	One passport size photograph of Advocates/Law Firms (Managing Partner)/Sr. Advocates affixed on application form.	
3.	Matriculation Certificates in support of proof of age.	
4.	Certificate in support of educational qualification (Law degree and Higher qualification, if any).	
5.	Enrolment certificate issued by concerned Bar Council as well as proof of transfer of enrolment if applicable.	
6.	Recommendation letter from the concerned Bar Association where the Advocate normally practices.	
7.	Photocopy of Pan Card & Aadhar Card.	
8.	ITR's of last three years.	
9.	AOR certificate, if applicable.	
10.	Photo ID of applicant Advocates/Law Firms/Sr. Advocates such as Driving licence, EPIC, etc for residence proof.	

**Note:** The photocopies of above documents should be self-attested by the Advocate/Managing Partner of the Law firm as the case may be.



ANNEXURE-4

VERIFICATION

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

Signature and seal:

Name of Advocate / Authorized Signatory of Law Firm: \_\_\_\_\_

(IN BLOCK CAPITALS)

Designation: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_





**Confidentiality Undertaking**

1. I/We \_\_\_\_\_ on behalf of M/S ..... (herein after called the Counsel) do hereby commit ourselves to confidentiality in respect of the engagement with DFCCIL in respect of services in relation to legal and contractual advice on various dispute related awards. In specific, the following terms of confidential agreement are being undertaken:
2. The Advocates/Law Firms/Sr. Advocates shall not, either during the term or within two years after the expiration or termination of this Agreement disclose.
  - A. any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof;
  - B. any reports, digests or summaries created or derived from any of the foregoing that is provided by DFCCIL to the Counsel and the Personnel;
  - C. any information provided by or relating to DFCCIL, its technology, technical processes, business affairs or finances or any information relating to DFCCIL's employees, officers or others or other professionals or suppliers, customers, or contractors of DFCCIL; and
  - D. any other information which the Counsel is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written



consent of DFCCIL.

3. Notwithstanding the aforesaid, the Advocates/Law Firms/Sr. Advocates may disclose Confidential Information to the extent that such Confidential Information:

A. was in the public domain prior to its delivery to the Advocates/Law Firms/Sr. Advocates and the Personnel or becomes a part of the public knowledge from a source other than the Counsel and the Personnel or either of the;

B. was obtained from a third party with no known duty to maintain its confidentiality;

C. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Advocates/Law Firms/Sr. Advocates and the Personnel shall give the DFCCIL, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

D. is provided to the professional advisers, agents, auditors or representatives of the Advocates/Law Firms/Sr. Advocates or Personnel, as is reasonable under the circumstances; provided, however, that the Advocates/Law Firms/Sr. Advocates or Personnel, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.





- E. Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising DFCCIL in relation to matters arising out of, or concerning the Selection Process.

A handwritten signature in blue ink, appearing to read 'J. Kumar', with a horizontal line underneath.

**PANEL LOCATIONS**

The panel will be formed at the following locations:-

1. **SUPREME COURT (NEW DELHI)**
2. **HIGH COURTS AND DISTRICTS COURTS AS ENUMERATED IN BELOW TABLE;**

<b>DFCCIL OFFICE</b>	<b>DISTRICT COURT PANEL OF ADVOCATES/LAW FIRMS AT LOCATIONS</b>	<b>HIGH COURT PANEL OF ADVOCATES/LAW FIRMS AT LOCATIONS</b>
<b>Corporate Office, New Delhi</b>	All District Courts	Delhi High Court
<b>Meerut (Khurja- Dadri &amp; Philkhani -khurja)</b>	Hapur, Ghaziabad, Meerut, Muzaffarnagar, Sharanpur, G.B.Nagar and Bulandsbahar	Allahabad High Court
<b>Tundla</b>	Kanpur Dehat, Auraiya, Etawah, Firozabad, Agra, Aligarh, Mahamayanagar	Allahabad High Court
<b>PRY (East) &amp; (West)</b>	Prayagraj, Mirzapur, Chandauli/ Varanasi, Kaushambi, Fatehpur, Kanpur, Kanpur Dehat	Allahabad High Court
<b>Kolkata</b>	Hooghly, Aruangaabad, Dhanbad, Asansol, Burdwan	Calcutta High Court
<b>DDU</b>	Gaya, Kaimur, Aurangabad	Allahabad High Court & Patna High Court





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<b>Noida</b>	Alwar, Rewari, Gurgaon, Palwal, Faridabad, Mewat, Ghaziabad, G.B.Nagar	Chandigarh High Court, Allahabad High Court & Rajasthan High Court
<b>Ambala</b>	Fatehgarh Sahib, Patiala, Ludhiana, Saharanapur, Yamuna Nagar	Chandigarh High Court & Allahabad High Court
<b>Jaipur</b>	Sikar, Mahendergarh, Jaipur, Kishangarh (Distt. Ajmer), Sikar, Reengus (Dist. Sikar"), Shrimadhopur (Dist. Sikar), Neem Ka Thana (Dist. Sikar") & Narnaul (Head Quarter of Mahendergarh District)	Rajasthan High Court (Jodhpur & Jaipur Bench)
<b>Ajmer</b>	Banaskantha Palanpur, Sirohi, Pali, Ajmer, Beawar , Bali, Jodhpur, Aburoad, Desuri, Rani, and Sumerpur	Rajasthan High Court
<b>Vadodara</b>	Vadodara, Bharuch, Surat	Gujarat High Court
<b>Ahmedabad</b>	Ahmedabad, Kheda, Anand, Vadodara Ph-I, Mehsana, Banaskantha, Gandhi Nagar	
<b>Mumbai (N)</b>	Palghar, Surat, Navsari, Valsad, Thane,	Bombay High Court
<b>Mumbai (S)</b>	Raigarh, Palghar	

