



# MUMBAI METRO RAIL CORPORATION LIMITED

(A JV-SPV of Govt. of India and Govt. of Maharashtra)

**No./PRO/MMRC/52**

## **ADVERTISEMENT INVITING PROPOSAL FOR EMPANELMENT**

Mumbai Metro Rail Corporation Limited (MMRC) a Joint Venture SPV of Government of India and Government of Maharashtra undertaking implementation of Metro Line 3 (Colaba – Bandra - SEEPZ) is inviting proposal for eligible Advocate(s), Law firm(s) having specialisation and experience in fields of Commercial Arbitration, Taxation, Contractual disputes, Contract Consultancy etc for a period of two year i.e. 2024-2026. The detailed terms and conditions for empanelment regarding eligibility, experience, requirements are available on the website at [www.mmrcl.com](http://www.mmrcl.com)

**Date:** 6<sup>th</sup> March 2024

**Place:** Mumbai

-Sd-

Director (Planning), MMRCL

## **GUIDELINES FOR EMPANELMENT OF ADVOCATE(S)/LAW FIRM(S):**

Following are the guidelines provided to regulate the manner and procedure for empanelling Advocate (s)/Law firm(s) (Referred as Applicant) to represent, assist and advice MMRC.

### **A. Eligibility of Empanelment: -**

1. Applicant must have completed LL. B Degree Course from recognized University and be enrolled/ registered with the Bar Council of India.
2. Applicant applying for empanelment must have minimum 10 years of experience in fields of Commercial Arbitration, Taxation, Contractual disputes, Contract Consultancy, etc.
3. Further, Applicant should have experience in dealing with contractual matters, resolving contractual issues during contract formulation and post contract management, giving legal advice and support as and when required.
4. In addition to above, MMRC will consider attributes like experience in representing Govt/PSU/Statutory Bodies or number of cases in which the Applicant was able to get favourable outcome/decision, etc.

### **B. Tenure of Empanelment: -**

1. The empanelment will be valid for the block year 2024-26. Performance of empanelled Applicant shall be reviewed on annual basis.
2. MMRC shall have the sole discretion to consider renewal of empanelment for a further period based on the satisfactory performance of Advocate/Law firm. MMRC reserves the right to terminate the empanelment of Applicant any time without assigning any reason thereof.

### **C. General Terms and Conditions:**

1. Applicant should have an office based in Mumbai. The Applicant Advocate should have adequate infrastructure in terms of accessible office, chambers, library, manpower, etc. which shall be considered at all times.
2. In case of Applicant Law Firms, all the terms and conditions for empanelment of the individual Advocates shall apply mutatis mutandis to them.
3. Applicant Law firm should have sufficient legal professionals to form a dedicated team having rich experience in litigations/drafting/advisory particularly regarding Contractual and Arbitration matters.
4. The allocation of legal work shall be at the sole discretion of MMRC. Upon termination or non-renewal of term of empanelment, as the case may be, the Applicant shall return the brief(s)/documents/records with no objection certificate, if so required. No Applicant shall have the right to represent MMRC or undertake any activity upon expiry or termination of the term of engagement.
5. Applicant shall not delegate cases and shall themselves deal with the same.

6. Applicant shall not use MMRC's name, logo, symbol, etc. on their letterhead, signboard, nameplate, pamphlets, etc., such as 'Legal Advisor of MMRC', Advocate of MMRC', etc.
7. Applicant while pursuing any case on behalf of MMRC shall not act without instructions and inform MMRC about the proceedings of each hearing by reporting mail and furnish copy of orders of each date without which the MMRC may not settle bills of payment.
8. Applicant shall maintain strict confidentiality of the cases/contracts/other matters handled on behalf of MMRC and shall not divulge any information to any third party or to the media. Applicant who is found to have violated the above condition shall be liable to have their empanelment cancelled immediately without further notice.
9. Applicant shall in full accept the terms and conditions of the empanelment by MMRC from time to time.
10. The fee payable shall be governed by the Schedule of Fee structure as approved by MMRC and as amended from time to time. The Schedule of Fee shall be the maximum fee payable. The decision on quantum of fee payable by MMRC shall be final and binding in this regard.
11. If more than one matter of similar or different nature is listed in the same court on the same day, the Advocate shall be paid full fee, as entitled, in the first case and 50% of the fee, as entitled, in each of the other case(s).
12. No retainer fee shall be paid to Applicant merely because such Applicant has been empanelled.
13. Applicant shall not accept professional engagement of case /issue whatsoever kind of nature directly or indirectly against MMRC and its interest.

**D. Other Information:**

1. Applications received within 30 days from the date of publication of the advertisement will only be considered. Application received after the stipulated date will not be accepted.
2. MMRC will not be responsible for any postal delay.
3. All the documents attached will have to be attested by the Advocate or Partner of Law Firm.
4. For any further information/query, kindly send email at [mumbaimetro3@mmrcl.com](mailto:mumbaimetro3@mmrcl.com).