

**EXPRESSION OF INTEREST (EOI)
FOR EMPANELMENT OF ADVOCATES / LEGAL FIRMS
FOR A TERM OF 3 (THREE) YEARS**

Tender Ref. No : SPPL/GM(Mkt)/Sr-02/EOI/EMP-ADV/2026

Date : 15/06/2026



Managing Director
SHIVSHAHI PUNARVASAN PRAKALP LIMITED.
(A Govt. of Maharashtra Company)

5th Floor Grihnirman Bhavan, Bandra (E) Mumbai 400 051

Contact No : 022-6920 6920 Email : sppl_mumbai@rediffmail.com

Website : www.spplmmr.org CIN : 70200MH1998SGSC116664

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**Time Schedule
for EOI**

S. No	particular	I I II III
1	Eoi No.	SPPL/GM(Mkt)/Sr-02/EOI/EMP-ADV/2026
2	Project name :	For Empanelment Of Advocates / Legal Firms For A Term Of 3 (Three) Years
3	Cost of Eoi Document (Non- Refundable)	Rs. 5000/- (+18% GST)
4	Administrative Fee (Non-Refundable)	Rs. 1,000/- (+18% GST)
5	Start Date for downloading the Eoi from Website	19/06/2026
6	Last date of Submission of proposals in response to Eoi	30/06/2026 at 15.00 Hrs
7	Time and date of Opening of Eoi	30/06/2026 at 16.00 Hrs
8	Contact No. in case of any queries.	Contract No. 022-6920 6920 / 022-6920 6922
9	Email Id for clarification of Eoi	sppl_mumbai@rediffmail.com
10.	The Bank details are as follows:- i) Name of Organization:- ii) Name of Bank :- iv) IFS Code :-	Shivshahi Punarvasan Prakaalp Limited . Bank of Maharashtra, 00164 Mumbai Bandra East Central Admn Bldg Mh.B. Kalanagar Bandra (E) Mumbai Mumbai 400051 : MAHB0000164

SECTION-I

INVITATION FOR PROPOSALS (IFP)

Shivshahi Punarvasan Prkalp Limited (SPPL), was incorporated on September 25, 1998 as fully owned company of Government of Maharashtra with authorized share capital of Rs. 600 crores. Planning and implementation of Housing Schemes under Slum Rehabilitation Schemes, Rehabilitation of Project Affected Persons (PAPs), Providing shelter needs of the EWS and LIG., increased private sector participation in above areas

Shivshahi Punarvasan Prkalp Limited (SPPL), invites sealed proposal under two bid system (Technical & Commercial proposal) from reputed **Advocates /Legal Firms** for the legal requirements of Shivshahi Punarvasan Prkalp Limited (SPPL).

Legal firms and practicing advocates who are registered with Bar Council of India /State Bar Council are eligible for empanelment. The Qualification, Experience Schedule of Fees, Other Terms and Conditions and the application format in which the application has to be made in prescribed format as given below.

Intending Advocates/ Legal firms may submit the application before the due date physically at the office of undersigned. RFP document can be downloaded from the website www.spplmmr.org

Note: Applying for empanelment at SPPL does not confer any right/assurance whatsoever that they will be empanelled on the panel of SPPL. Letters to advocates / legal firms confirming their **empanelment** will be issued by SPPL separately.

Sd/-

Managing Director, SPPL
5th Floor Grihnirman Bhavan,
Bandra (E) Mumbai 400 051

SECTION-II

GUIDELINES FOR EMPANELMENT OF ADVOCATES/LEGAL FIRMS

Following guidelines are to provide and regulate the manner and procedure for empanelling the advocates to represent and assist the Shivshahi Punarvasan Prakalp Limited (SPPL) before various courts and for regulating the referrals of the cases and payment of fees/remuneration payable to such persons/firms.

Shivshahi Punarvasan Prakalp Limited (SPPL) invites applications from Advocates/Legal firms for various legal services especially in areas covering Commercial Contract, Constitution Law, Infrastructure Laws, Land Laws, Corporate Laws, Tax Laws, Civil and Criminal Law etc. for empanelment as Advocates/Firms. Shivshahi Punarvasan Prakalp Limited (SPPL) is located at 5th Floor Grihnirman Bhavan, Bandra (E) Mumbai 400 051 and it has office in MMR. The empanelled Advocates/firms may have to offer their legal services in MMR or any other location within the Maharashtra if needed.

Definitions

For the purposes of these Guidelines, the terms used will have the following meaning:

- (i) 'Advocate' means an advocate, entered in any roll of advocates under the provisions of The Advocates Act, 1961 (The Act)
- (ii) 'Competent Authority' shall be the Managing Director, Shivshahi Punarvasan Prakalp Limited (SPPL).
- (iii) 'Court' shall mean all courts of law including District Courts, High Courts, Supreme Court, Tribunals, Judicial Forums, Authorities and Arbitrators, any other Competent Authority etc.
- (iv) 'Effective Hearing' shall mean a hearing in which either one or both parties involved in a case are heard by the Courts/arguments were advanced by the Counsel of any of the parties and in addition to the above, effective hearings are according to the High Court Rules.
- (v) 'Non-effective Hearing' shall mean all hearings which are not covered in the above definition of effective hearing.
- (vi) 'Similar Cases' shall mean two or more cases in which identical or substantially similar questions of law or facts are involved.

1. Eligibility for Empanelment

(i) The Advocates/ Firms should be familiar with various branches of law especially those concerning laws on matters related to constitutional, land laws, labour laws, contract law, commercial law, property laws, corporate law, Taxation, SRA ACT - 1971, DCPR - 2034, UDCPR — 2022 etc.

(ii) For empanelment with Shivshahi Punarvasan Prakaalp Limited (SPPL) as Panel Advocate, an individual advocate must have at least Fifteen **(15) years** of experience as a practicing Advocate and in case of firms, the **senior most** Advocate/Partner/Associate of the firm must have at least **Ten (10)** years of experience as a practicing Advocate.

(iii) There would not be any court specific empanelment. However, while referring cases to Advocates, the following would be the criterion for such referrals:

a) For designation of an Advocate to handle the cases before the High Courts and the Supreme Court of India, at least **15 yrs.** experience in case of individual advocate and 10 yrs. of experience of Senior Partner in the case of firms.

b) For designation of an Advocate to handle cases before the Supreme Court of India, generally those Advocates who are regularly practicing before the Supreme Court and Advocates-on-Record would be preferred, if they are otherwise found to be competent and eligible.

c) For designation of an Advocate to handle the cases before all the other courts not mentioned above, at least **3 yrs.** Experience in case of individual advocate and **7 yrs.** of experience of Senior Partner in the case of firms.

(iv) Infrastructure Facilities:

a) Advocates/Firms should have their own chambers in the Court, the High Court or major District Courts and should have good office space with facilities like telephone, computers, internet, etc.

b) The advocate/ firm must have adequate manpower to support the legal activities as and when required by SPPL.

c) The working office of the advocate/ firms should be situated within (MMR) for minimum of last 5 years.

Provided that the Competent Authority may relax the above conditions at its discretion, if otherwise found eligible in certain cases

2. Tenure of Empanelment

The initial empanelment will be for a **period of 3 (three) years** or until further orders whichever is earlier. Performance of empanelled advocates shall be reviewed on annual basis. However, on completion of the term and satisfactory performance of the advocate legal firm, the empanelment **may be renewed for a period of another one year by the Shivshahi Punarvasan Prkalp Limited (SPPL)** and reserves the right to terminate the empanelment of any advocate/legal firm at any time without assigning any reason thereof.

3. General Terms and Conditions

(i) The Advocates shall be engaged only in cases where Shivshahi Punarvasan Prkalp Limited (SPPL), is a necessary party.

(ii) The advocate shall not necessarily be empanelled for specific court and shall accept the work assigned to him/her/them and shall not refuse to accept any work without reasonable cause.

(iii) Refusal by any advocate to accept any work otherwise than on grounds of conflict of interest, may entail removal of such advocate from the panel. Similarly, no advocate, as long as his name is on the panel, shall contest any matter against Shivshahi Punarvasan Prkalp Limited (SPPL).

(iv) The empanelled Advocates will not delegate cases and shall themselves deal with the same. They may have to coordinate and work with designated Senior Advocates, if any, engaged in the case as well as with officers of the Shivshahi Punarvasan Prkalp Limited (SPPL) as and when required.

(v) The Advocates empanelled under these guidelines shall not be treated as employees of the Shivshahi Punarvasan Prkalp Limited (SPPL)

(vi) The empanelled Advocate shall maintain absolute secrecy and confidentiality about the cases of Shivshahi Punarvasan Prkalp Limited (SPPL) as required under the Act and rules/regulations made thereunder & would sign NDA separately.

(vii) The advocates shall accept the terms and conditions of the empanelment as determined by the Shivshahi Punarvasan Prkalp Limited (SPPL) in full and also with modification from time to time.

(viii) Proforma matters :- where the Shivshahi Punarvasan Prakalp Limited (SPPL) is a proforma party in matters pending before any court, the same may be taken care of by the officers of Shivshahi Punarvasan Prakalp Limited (SPPL). However, the Advocates may be engaged, if deemed necessary, by the Competent Authority.

(ix) The empanelled panel of advocates/ firms may consist of Advocates from diversified fields viz. Infrastructure, Road, Regulatory laws, constitutional law, civil law, commercial law, property law, Foreign Trade Policy, taxation law, corporate law, cyber law, SRA ACT - 1971, DCPR - 2034, UDCPR - 2022 etc. having the expertise and experience.

(x) In case of empanelment of Law Firms, all the terms and conditions for empanelment of the individual Advocates shall apply mutatis mutandis to them.

(xi) If required and considered appropriate by the Competent Authority, Attorney General of India/Solicitor-General of India/Additional Solicitor General/Advocate General/Designated Senior Advocates may be engaged to argue the cases on behalf of Shivshahi Punarvasan Prakalp Limited (SPPL) keeping in view the urgency and importance of a particular matter. They shall be engaged on a case-to-case basis with the approval of the Competent Authority. Engagement of Sr. Advocates etc. and their fees for such cases may be approved and decided by the Competent Authority of Shivshahi Punarvasan Prakalp Limited (SPPL).

(xii) Any case taken / assigned during the tenure of empanelment; the advocate/ firm has to complete the procedure even if the tenure gets expired in between.

(xiii) Advocate/Legal firm shall not have any cases filed against/pending against them in any court of law. Self-declaration in this regard shall be provided.

(xiv) Bid validity shall be for 90 days.

4. Payment of Fee and Other Conditions

(1) The fee payable to the Advocates/firms shall be as per the empanelled advocate firm quote for various legal services as per the Annexure B, or the fee approved by the competent authority from time to time.

(ii) The quote received will be evaluated based on the acceptance of rates as per Annexure-B or lower against each legal service. Preference will be given to the Advocate / firm with lower quote.

(iii) The Competent Authority shall have the right in exceptional cases to approve the payment of a higher fee keeping in view the importance of the matter and the labour and efforts put in by the advocate in a particular case. It shall also have the power to fix the fee for eventualities which have not been mentioned in the fee schedule at Annexure B till the appropriate amendment is made in this regard by Shivshahi Punarvasan Prakalp Limited (SPPL).

(iv) Prior sanction of the Shivshahi Punarvasan Prakalp Limited (SPPL), is to be obtained for appearance of the Senior Advocate or an Advocate if required at a place other than the place where he ordinarily practices justifying the reasons as to why the local Senior Advocate or an Advocate is not to be engaged

(v) No retainer fee shall be paid to any panel Advocate/legal firm merely because such advocate/firm has been empanelled.

4 A. Payment Mechanism

i. Case-wise Engagement Basis

Empanelment shall not create any financial entitlement. Fees shall become payable only against a specific assignment/work order/case allotment issued by SPPL.

ii. Scope-wise Payment Categories

A. Advisory / Legal Opinion Works:

Legal opinion / note / scrutiny — payable per assignment.

Agreement vetting (Development Agreement, LOI, Allotment, PAP/PTC documents, Mortgage NOC, Lease, MOU etc.) — lump sum assignment basis.

B. Litigation Matters:

Drafting fees / Filing fees / Appearance fees / Effective hearing charges
/ Non-effective hearing charges / Final arguments / Disposal stage fee

C. Project Specific Advisory:

SRA redevelopment / PAP / PTC / CRZ / EC / UDCPR 2022 / DCPR 2034 / PPP / rehabilitation advisory may be separately approved project-wise.

D. Billing Cycle

Bills shall be submitted monthly before the 5th working day of succeeding month with:
Invoice / bill / GST details / Case status note / Hearing order copies / Appearance proof
/ Work completion note / Court receipts / expenses / SPPL may reject incomplete claims.

E. Payment Timeline

SPPL shall process approved bills within:

Routine advisory matters → 30 days

Litigation matters → 45 days

Large project advisory → 60 days

Subject to budget availability and approval.

F. Out of Pocket Expenses

Reimbursable only on actual basis with proof:

Allowed:

Court fees / Affidavit charges / Typing / Photocopy / Notary / Travel approved by SPPL
Survey / document retrieval / E-filing charges

G. Not allowed:

Office overheads / Staff salary / Vehicle costs / Hospitality

Without approval → non-reimbursable.

H. GST

Fees exclusive of GST / GST payable separately on invoice. / TDS deductions
applicable under Income Tax Act.

I. Cap on Escalation

Fee escalation: /Max 10% annually / Subject to MD approval / Not automatic

J. Performance Linked Clause

SPPL may withhold up to 10% performance retention for:

delayed filings / non-attendance / repeated adjournments / non-submission of status
reports / Release after satisfactory completion.

K. Conflict & Exclusivity

During empanelment no appearance against SPPL / Government SPVs / SRA matters.

Mandatory conflict disclosure.

L. Payment Milestone for Major Litigation

Stage	Suggested%
Drafting & filing	20%
Admission stage	20%
Interim orders	20%
Final hearing	25%
Disposal / compliance	15%

5. Evaluation Methodology

Evaluation of EOI under Two Envelope QCBS Method

Envelope - 1: Technical Proposal

Technical proposals shall be opened first.

Only technically qualified firms obtaining minimum 70 marks out of 100 shall qualify for opening of financial bids.

Final evaluation shall be based on QCBS:

Technical Weight = 80% Financial Weight = 20%

Final Score:

Final Score = $(St \times 0.80) + (Sf \times 0.20)$

SPPL reserves right to empanel multiple firms

Financial Score

$Sf = \text{Lowest Bid} / \text{Bid under evaluation} \times 100$

Weighted score:

Final QCBS Score = $(\text{Technical} \times 0.80) + (\text{Financial} \times 0.20)$

Envelope—1 (Technical Bid / Qualification Bid) — Weightage 80%

Minimum Technical Qualification (Pass Criteria)

Sr.No	Criteria	Marks
1	Firm experience	05
2	Sound Financials standing of the applicants / Firms in terms of annual Turnover during the last three financials years ie. 2022-23, 2023-24, 2024-25 (Relevant Certificate from Auditor must be appended)	10
	Maximum 10 marks as follows: i. Above 5 upto 07 Crore = 4 Mark ii. Above 4 upto 5 crore = 3 Marks iii. Above 3 upto 4crore = 2 Marks iv. From 2 upto 3 crore = 01 Marks v. Below 02 crore = zero (0) Marks	
3	Experience in SRA / DCPR / UDCPR / CRZ / EC / land acquisition / PPP / JV / Maha Rera / Arbitration Etc	20
4	Government / PSU / Statutory body experience	15
5	Infrastructure & manpower	10
6	Litigation capability (HC/SC/Tribunal)	10
7	Team strength & partners	5
8	Similar assignments / Redevelopment / SRA projects	10
9	Presentation	15
Total		100

minimum qualifying score: 70/100

Only firms scoring ≥ 70 marks should proceed to Financial Bid opening.

Technical Evaluation Matrix

A. Experience (15 Marks)

- 10—15 years = 5 marks
- 15—20 years = 10 marks
- Above 20 years = 15 marks

B. Sector Expertise (20 Marks)

Specialization in :

- SRA Act 1971
- DCPR 2034 Reg. 33(10), 33(14)

- PTC matters
- Redevelopment
- CRZ / EC
- PPP / JV / Housing projects
- Maha Rera
- MRTTP
- land Acquisition
- Arbitration

0–5 assignments = 5 marks

5–10 assignments = 10 marks

10+ assignments = 20 marks

C. Government Experience (15 Marks)

Represented:

- State Govt.
- PSU
- MHADA
- SRA
- MMRDA
- CIDCO
- Municipal Corporations
- Maha Rera
- MRTTP

More than 5 entities = full marks.

D. Infrastructure (10 Marks)

Sr. No	Item	Marks
1.	Mumbai office	3
2.	Branch offices	2
3.	Team >10	2
4.	Legal software	1
5.	Documentation cell	2
6.	Total	10

Envelope - 2 (Financial Bid) — Weightage 20% (ANNEXURE B)

Financial Score Formula

$$Sf = \text{Lowest Bid} / \text{Bid under evaluation} \times 100$$

Weighted score:

6. Documents required to be submitted by the Advocates / Legal Firm (s)

The Advocates will be required to submit their application in the prescribed format as given in Annexure A' along with the rates for various legal services in 'Annexure B'. In the case of Legal Firms, the application in the prescribed format as given in "Annexure A1' along with rates for various legal services in 'Annexure B' shall be submitted. The self-attested copies of the following documents are required to be submitted along with the application:

- (i) Certificates in support of educational qualifications and age.
- (ii) Certificate of Registration with Bar Council.
- (iii) Identity card issued by Bar Association/Bar Council.
- (iv) Details regarding representation of other Govt./PSU/Statutory Bodies/Telecom Sector organizations.
- (v) Documents regarding empanelment with other Organizations, if any.
- (vi) Details regarding the cases in which the Advocate was able to get favourable outcome/decision which are reported/referred in reputed legal journals etc.
- (vii) Details of office Infrastructure.
- (viii) Acceptance of all the terms and conditions of empanelment unconditionally and unequivocally.
- (ix) An undertaking from the advocates to the effect that all information furnished by him/her is correct to the best of his/her knowledge and belief.
- (x) A self-declaration that no case is pending against the Advocate/Firm in any court of law involving moral turpitude.
- (xi) Local address of Advocate/ Firm in Maharashtra with phone numbers.
- (xii) Other relevant information, if any.

[Note: All the above documents along with the administrative fees should be submitted physically at the office address of SPPL, Mumbai.]

7. Communication of Empanelment

After a decision to empanel the Advocate/Legal firm is taken, a communication in writing to this effect shall be sent to the shortlisted Advocates/Firms as per Annexure - C with acknowledgement and acceptance due. The process of empanelment shall be complete when Shivshahi Punarvasan Prakalp Limited (SPPL) receives an acceptance letter from the advocate/firm.

8. Private Practice and Restrictions

- (i) An advocate shall have the right to private practice which should not, however, interfere with or be in conflict with the efficient discharge of his duties as an empanelled advocate of the Shivshahi Punarvasan Prakalp Limited (SPPL).
- (ii) An advocate shall not advise any party or accept any case against Shivshahi Punarvasan Prakalp Limited (SPPL).

9. Disablements

Disablement on the part of the Advocate shall mean and include any of the following:

- (i) Giving false information in the bid for empanelment;
- (ii) Handing over the brief or matter to another advocate without prior written permission of the Shivshahi Punarvasan Prakalp Limited (SPPL);
- (iii) Failing to attend the hearing of the case without any sufficient reason and/or prior information;
- (iv) Not acting as per Shivshahi Punarvasan Prakalp Limited (SPPL) instructions or going against specific instructions;
- (v) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand;
- (vi) Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/appeal related to Shivshahi Punarvasan Prakalp Limited (SPPL);
- (vii) Committing an act that tantamount to contempt of court or professional misconduct;
- (viii) Conviction of the Advocate in any offence resulting into arrest or detention or disbarment by the Bar Council;

- (ix) Passing on information relating to Shivshahi Punarvasan Prakalp Limited (SPPL) case on to the opposite parties or their advocates or any third party which is likely to cause any damage to the Shivshahi Punarvasan Prakalp Limited (SPPL) interests;
- (x) Giving false or misleading information to Shivshahi Punarvasan Prakalp Limited (SPPL) relating to the proceedings of the case;
- (xi) Seeking frequent adjournments or not objecting the adjournment moved by other party without sufficient reason.
- (xii) Empanelment shall be liable to be cancelled due to occurring of any of the above disablements on the part of the Advocate.

If there arises any doubt/difficulty with respect to the implementation/interpretation of any clause of these guidelines, the same shall be placed before the MD, Shivshahi Punarvasan Prakalp Limited (SPPL) and his decision in this regard shall be final and binding.

ANNEXURE 'A'
APPLICATION FOR ADVOCATES

- 1) Name.....
- 2) Date of birth & Age (as on date of this tender notice)
- 3) Educational qualifications
- 4) Date of Enrolment, Name of Bar Council (Copy of enrolment certificate must be attached)
- 5) Period of practice
- 6) Details of Experience/practice
- 7) Area of practice
- 8) Specialization, if any (constitution/taxation/service etc.)

The details of a few important cases the Advocate has dealt with/handled and reported Judgment if any.

- 9) Whether Central Govt. counsel/pleader (indicate period)
- 10) Brief list of clients e.g. Govt./organizations/Commissions/PSUs
- 11) The courts where the Advocate is regularly practicing (Enclose Bar Association Membership Certificate)
- 12) Date of enrolment as an Advocate on Record (AOR) of the Supreme Court / High Court/District Court/Other Court and Registration No.
- 13) Local address in MMR Mumbai, Maharashtra with phone numbers.
- 14) PAN number

A. brief note on suitability for empanelment. (Details of major cases dealt/ contested by the advocate successfully)

i) I declare that I have never been penalized by any bar council in any Disciplinary Proceedings.

ii) I also undertake to maintain absolute secrecy about the cases of the Shivshahi Punarvasan Prakalp Limited (SPPL); as required under the Act, Rules and Regulations thereunder.

Signature of Advocate

Address (office & residence/chamber) Tel. No. Mobile No.

Fax No./ Email ID/Office Seal

ANNEXURE — AI
Bio Data for Legal Firms

1.	Name of the Firm & detailed address, Pan Number, Date of Registration of the Firm	
2.	Details of Experience & Practice including important cases the firm has dealt with or handled.	
3.	Details of the Manpower structure and their expertise.	
4.	Details of the Branch Offices in MMR Mumbai and the manpower structure of such branch office and the level of control exercised over such offices.	
5.	Details of reported judgment if any in the last two years	
6.	Brief list of clients and details of the cases won & lost on behalf of such clients (in the last two years.)	
7.	Experiences in Foreign Trade Act, if any or Contract Law.	
8.	Details of penalty imposed on the firm, if any.	
9.	Details of firm's policy on confidentiality and conflict of interest.	
10.	Details of awards won by the firm, its partners, associates and personal achievements by the Partners/Associates of the firm.	
11.	A brief note on suitability for empanelment in Shivshahi Punarvasan Prakaalp Limited (SPPL)	
12.	Details of the local MMR Mumbai - Maharashtra office with phone numbers etc.	
13.	Annual income tax returns filed with the Income tax Authorities for the last two years.	

DECLARATION

We declare that the information so provided for empanelment by the Board are factually correct. (Signature with Address & Office Seal, Mobile No. Fax No and E-mail ID)

Yours faithfully

(Authorized Signatory)

ANNEXURE B

The rates for various legal services may be quoted under the following heads :

S.No.	Particulars	Fees to be quoted by Legal Firm/Advocate (in INR)
1.	For Legal Notice/Reply of Notices	
	For written opinion/advice	
2.	Drafting and filing caveat petitions	
3.	a) Drafting W.P./Plaint/W.S./Rejoinder	
	b) I.A. and filing	
4.	Conference with Sr. Advocates (P/hr. rate)	
5.	a) Appearances in the District Court	
	Effective	
	Non-effective	
	b) Appearances in the High Court	
	Effective	
	Non-effective	
	c) Appearances in the Supreme Court	
	Effective	
	Non-effective	
	d) Arbitration matters	
6.	Clerical (Please indicate on percentage basis)	
7.	Misc. Expenditure (Photocopy and out of pocket expense etc.)	
8.	Discussions/drafting for finalization of agreements/ MOU / Loan NOC / Allotment Letter Etc.	
9.	SRA / PAP / PTC advisory	
10.	CRZ / EC matters	
11.	Arbitration appearance	
12.	Government representation	
13.	Mortgage NOC vetting	
14.	Sale / Lease agreements	

15.	Redevelopment advisory	
16.	PPP documentation	
17.	Recovery proceedings	
18.	MAHARERA matters	
19.	Title due diligence	
20.	DPR legal scrutiny	

Note : “No bill shall be payable unless supported by documentary proof of services rendered and certified by SPPL project/legal officer.”

Signature of Advocate / Authorized Signatory of Firm Address (office & residence/chamber):

Tel. No./ Mobile No./ Fax No./ Email ID

‘ANNEXURE C’
(Draft Letter of Empanelment)

To,

Sub: Empanelment of Advocates/ Legal Firms for Shivshahi Punarvasan Prakalp Limited (SPPL) for a period of three years.

Dear Sir/Madam,

This is with reference to your application dated wherein you have evinced interest for empanelment as an advocate with Shivshahi Punarvasan Prakalp Limited (SPPL). We are pleased to inform that your request has been considered favorably and you are advised to give your assent for empanelment on following terms and conditions:

1. You will abide by Shivshahi Punarvasan Prakalp Limited (SPPL) terms and conditions as enumerated in the Guidelines for such empanelment.
2. Your fees would be strictly governed by the Shivshahi Punarvasan Prakalp Limited (SPPL) fee schedule as mutually agreed (Annexure I enclosed) and you will not claim any retainer fee or employment in Shivshahi Punarvasan Prakalp Limited (SPPL) service.
3. You will not accept any case against the Shivshahi Punarvasan Prakalp Limited (SPPL) during the period of empanelment.
4. You will take necessary steps to protect the interest of the Shivshahi Punarvasan Prakalp Limited (SPPL) in matters entrusted to you from time to time.
5. Empanelment does not confer any right or claim that you alone should be entrusted with the Shivshahi Punarvasan Prakalp Limited (SPPL) work.
6. You will personally deal with the case assigned to you in addition to coordinating and working with designated Senior Advocate, if any, engaged in some matter.

7. Any unsatisfactory performance in assigned matter, Shivshahi Punarvasan Prakalp Limited (SPPL) may at any time, at its discretion, withdraw from you such proceedings/matter/ brief and may discontinue you as Shivshahi Punarvasan Prakalp Limited (SPPL) advocate without giving any further notice.
8. You will keep Shivshahi Punarvasan Prakalp Limited (SPPL) informed about the developments in the matters entrusted to you periodically.
9. Unless a case is specially assigned to you by the Shivshahi Punarvasan Prakalp Limited (SPPL) you will not on your own receive Summons/Notices of the Shivshahi Punarvasan Prakalp Limited (SPPL) matters and even if you receive, if no Vakalatnama is given to you, you shall not otherwise deal with such cases. However, you will immediately inform SPPL's in this regard.
10. You shall not use SPPL's name or symbol, logo in your letter heads, sign boards name plates etc.
11. In case of any misconduct, the SPPL's will take appropriate action against you which includes filing complaint with Bar Council and recovery of financial loss caused to the SPPL's due to your misconduct.
12. In case of initiation of any disciplinary proceedings/ criminal proceedings against you, SPPL's may remove you from the panel even without waiting for the conclusion of such proceedings.
13. Your performance will be reviewed on yearly basis and if your services are not required/found not up to the mark, SPPL's may remove you from panel and the cases/matters entrusted to you will be taken back from you.
14. You are required to maintain absolute secrecy about the cases of the SPPL's as required under the Act, relevant rules and regulations and you shall not divulge any details to an outsider or opponent as the case may be without written consent of the competent authority of SPPL's.
15. You are requested to return the duly signed duplicate copy of this letter indicating your consent.
16. You are requested to provide the necessary contact information for coordination and availing the desired legal services.
17. All other terms and conditions which are enumerated in the Expression of Interest (Eoi) and are not specifically mentioned above shall be applicable.

18. Effective hearing for the purpose of claiming appearance fee in a case means a hearing in which one or both the parties involved in a case are heard by the court. If the matter is called in its turn and the Counsel is present to represent the office and the court listens to the submissions made by him or by other side or by both and if, thereafter, the court adjourns the matter, that will be an effective hearing. If the case is mentioned and adjourned or only directions are given or only judgement is delivered by the court, it would not constitute an effective hearing but will be termed as non-effective hearing.
19. No fee is payable in cases where advance notice of adjournment is received.
20. The counsel shall be engaged on case-to-case basis and the allocation of work will be decided by SPPL's.
21. The counsel will take necessary steps to protect the interest of SPPL's in the matters entrusted to him from time to time.
22. Engagement does not confer any right or claim that the counsel shall alone be entrusted with the work of the SPPL's.
23. SPPL's may, at any time, at its discretion, withdraw from the counsel any proceedings /matter/brief.
24. The counsel shall keep SPPL's informed regarding the developments in the matters entrusted to him.

We look forward to your cooperation and hope for good relations;

Thanking You,

Yours faithfully,