



नवा रायपुर
अटल नगर

नवा रायपुर अटल नगर विकास प्राधिकरण

पर्यावास भवन, नार्थ ब्लॉक, सेक्टर-19, नवा रायपुर अटल नगर, रायपुर (छ.ग.) 492002

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क्र. 12876/1(4)/ Legal /NRANVP/2022, Nava Raipur Atal Nagar, Date 08/04/2022

To,

Advocate Gagan Anand,
Legacy Law Offices (Proprietor firm of Gagan Anand)
Legacy House # 333, Sector 4, MDC Panchkula,
Haryana-134114
Contact No: 9988198262
Email: anand@legacylawoffices.com

Subject: Letter of Empanelment (LoE) for of your firm as Legal Advisor to Nava Raipur Atal Nagar Vikas Pradhikaran (NRANVP) as per NIT No. 6569 /1 (4) /NRANVP/ 2021 dated 15/11/2021

Reference:

1. LoA No. 1364/1(4)/Legal/ NRANVP/2022 dated 21/02/2022 issued by NRANVP
2. Your Acceptance of LoA and Terms of Empanelment

Dear Gagan Anand,

This is to inform you that you are Empanelled as per the terms and conditions of subject NIT for providing the legal advice to NRANVP as per the accepted terms and condition of empanelment by you.

The duration of empanelment is three years from the of issue of LoA. The singed copy of accepted terms and condition of empanelment is attached herewith the letter for your reference.

General Manager (Administration)
Nava Raipur Atal Nagar Vikas Pradhikaran
Nava Raipur Atal Nagar, Raipur (C.G.)

Terms and Condition of Empanelment of Legacy Law Offices (Proprietor firm of Gagan Anand) for Legal Advice to Nava Raipur Atal Nagar Vikas Pradhikaran (NRANVP)

1. Empanelment details:

- i. With reference to above captioned subject and your proposal received against NIT No. 6569 1(4) /Legal/NRANVP/2021 dated 15/11/2021, you are being empanelled for providing Legal Advisory Services to NRDA for Legal vetting of document, legal opinion on tender and agreement conditions and authority's concern department as per the scope detailed out in clause 10 of NIT document and clause 4 of this terms and condition document.
- ii. Empanelment doesn't bound NRANVP to assign work to you and NRANVP will assign the work as and when required at its sole discretion.

2. Tenure of Empanelment:

The empanelment shall be for a period of three (3) years initially from date of issue of NoA. However, on satisfactory performance during the initial term the empanelment may be renewed for a further period of Two (2) years as discretion of NRANVP.

3. General Terms & Conditions:

Following are the general terms and condition of empanelment:

- i. You shall not refuse to accept any work without any reasonable cause;
- ii. Refusal to accept any work without any reasonable cause (e.g. on grounds of conflict of interest) may entail termination of your empanelment. In case of conflict of interest on any assigned job as per scope you shall inform to NRANVP before taking such job;
- iii. You shall not delegate any work assigned by NRANVP to any other agency/advocate. Any work assigned by NRANVP need to be submitted with the signature of Applicant itself. In case of law firm, the work should be submitted with the signature of proprietor or any one of the partners of the firm;
- iv. You shall not be considered as employee of NRANVP for any purpose and shall not be eligible for any benefits available to its employees;
- v. You shall maintain absolute secrecy and confidentiality about the cases of the NRANVP as required under the Act and rules /regulations framed there under;
- vi. You shall not lend to or borrow from private enterprise with which NRANVP has official dealings or is reasonably likely to have official dealings except with the prior written permission from NRANVP. The Law Firm shall not accept any gift, nor allow any person acting on behalf of NRANVP to accept any gift, from private enterprises with whom the NRANVP has, or is reasonably likely to have, official dealings. Further, if any such investment, lending, borrowing or gift, from any private enterprise who subsequently engages in official dealings with NRANVP, the Law Firm shall forthwith report such fact with full particulars as to the transaction and its circumstances and shall expeditiously provide any information asked as well as abide by any instructions given by NRANVP in this regard. In addition, the Law Firm or any of their family member shall inform NRANVP for any such investment, lending, borrowing or gift with any private enterprise with which NRANVP has or is reasonably likely to have official dealings (Family members, for these purposes/ includes spouse, unless legally separated, his progeny or person(s) primarily dependent for sustenance);

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

4. Scope of Services (as per Clause 10 of NIT document)

The Authority shall avail services of the empanelled Legal Advisors as and when required and as per their expertise. The brief of the services along with scope of work are grouped as follows:

i) Legal Vetting of Documents

- The Empanelled Legal Firm(s)/Expert(s) shall review the following documents per case basis given by the authority
 - Tender/ Bid/ RFQ/RFP/EoI documents along with Lease / Contract Agreement
 - Memorandum of Agreement (MoU) / Other partnership document of Authority with any other agency
- The Empanelled Legal Firm(s)/Expert(s) shall review the above documents and discuss with the concern officials/ consultant of authority
- After the details review the Empanelled Legal Firm(s)/Expert(s) shall provide Legal vetting along with suggested modification per case basis on the document.

ii) Legal opinion to authority with respect to tender and RFP conditions

- Legal Option to authority on any issue related to breach or non-compliance of any RFP term by the applicant in case of ongoing bid process
- Legal Option to authority on action in case of breach or non-compliance of any RFP /Contract/ Agreement/MoU by the Other Party
- Legal opinion to authority on any Arbitration / Court Decision on agreement related matter with other parties.

iii) Legal opinion to Authority's concern department

- To give legal opinion on way forward authority in all its land acquisition and rehabilitation related activities
- Provide legal advice-/opinion on issues raised during the process of land acquisition.
- Other legal process related opinion to all concern department of Authority
- To perform such other duties of the legal nature which may be assigned by authority from time to time

For any other work which is not mentioned in this clause Authority at its discretion shall finalise the scope and invite financial offers from all or those, as the case may be, Empanelled Legal Firm(s)/ Expert(s) those have technical expertise as per the scope as per there Technical Bid.

5. Terms of Payment:

- i. You shall submit the legal opinion, documents within 7 working days or as stipulated by Authority from the date of assigning of the work;
- ii. No retainer fee shall be paid to you for the empanelment;
- iii. You shall be paid a fixed fee of INR 25,000/- (Rupees Twenty-five thousand only) for every opinion/advice/legal vetting of documents of any project/drafting of legal documents or any other legal assistance availed by NRANVP as per the Scope of the Work for this empanelment.


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6. **Private Practice and Restrictions:**

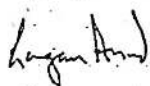
- i. You shall have the right to private practice which should not, however, interfere with or be in conflict with the efficient discharge of his duties as an empanelled advocate of the NRANVP;
- ii. You shall not advise any party or accept any case against NRANVP.

7. **Disablement- Disablement on the part of the Advocate shall mean and include any of the following:**

- i. Giving false information in the application for empanelment;
- ii. Handing over the brief or matter to another advocate/agency without prior written permission of the NRANVP;
- iii. Not acting as per NRDA's instructions or going against specific instructions;
- iv. Not returning the work when demanded;
- v. Threatening, intimidating or abusing any of the NRANVP's employees, officers, or representatives;
- vi. Committing an act that tantamount to professional misconduct;
- vii. Conviction of the Advocate/Law Firm in any offence resulting into arrest or detention or disbarment by the Bar Council;
- viii. Passing on information relating to NRANVP's case on to the opposite parties or their advocates or any third party which is likely to cause any damage to the NRANVP's interests;
- ix. Giving false or misleading advise to the NRANVP relating to the proceedings of any case or work;
- x. Submitting the Authority, a statement which has a material effect on the rights, obligations or interests of the Authority and which the empanelled Advocate/Law Firm knows to be false;
- xi. Criticizing any act or to do anything that of embarrassing the NRANVP in media or in public forum;

Empanelment shall be liable to be terminated due to occurring of any of the above disablements on the part of the Advocate/Law Firm.

For Legacy Law Offices



Authorised Signatory
Name and Address



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Legacy House, D-18,
Nehru Enclave, Katkaji,
New Delhi - 110019

For NRANVP



General Manager (Administration)
Nava Raipur Atal Nagar Pradhikaran
Nava Raipur Atal Nagar (C.G.)