## Consulate General of India Dubai

\*\*\*

## Request for Proposal from Law Firms for Empanelment

The Consulate General of India, Dubai proposes to empanel competent law firms to assist with Court cases of Indian nationals.

- 2. The legal aid provided to Indian nationals by the Consulate include -
  - (a) Filing bail applications,
  - (b) Filing petitions for review of sentences and remission of sentences,
  - (c) Fighting cases of Indian nationals in jail,
  - (d) Blood compensation cases,
  - (e) Labor cases,
  - (f) End of service benefits cases,
  - (g) Any other matter that may require legal assistance.
- 3. Draft Terms of Reference are enclosed below:
  - (a) The Law Firm will act on behalf of the Consulate to defend the assigned cases of the Indian nationals before competent courts and other departments of UAE, file compensation cases and any other case assigned by the Consulate.
  - (b) The Law Firm will act on behalf of the Consulate to the extent that it does not conflict with public order, norms and customs of the legal profession.
  - (c) The Law Firm will act on behalf of the Consulate for the assigned cases through a power of attorney
  - (d) The Law Firm will not use the authority assigned to it by the Consulate through a power of attorney for its individual gains or advantage.
  - (e) The improper use of the power of attorney will lead to termination of the contract and make the Law Firm liable for legal action.
  - (f) The contract will be valid for one year and can be renewed through mutual agreement for further periods.
  - (g) The Power of Attorney issued to the Law Firm will also be valid for one year.
  - (h) The Law Firm must provide translation services in the assigned cases.
  - (i) The legal fees of the Law Firm for compensation cases is shared below:
    - 1. Blood Money Compensation: 6% of the compensation received.
    - 2. Civil Compensation: 10% of the compensation received.

- 3. The payment of agreed percentage amount shall only be done upon receiving the compensation amount from the execution court.
- (j) The legal fees for cases other than the above-mentioned compensation cases is shared below:
  - 1. The cases will be awarded on quotation basis.
  - 2. The quotation provided must be inclusive of all legal expenses like court fees, VAT, expert fees (if any), translation fees or any other fees as applicable. No payment over and above the quoted fees will be provided.
  - 3. If the case is rejected/dismissed/lost, the Consulate shall reimburse only the court and procedural expenses borne by the Law Firm towards the case on production of the original receipts. No legal fees will be paid.
- (k) The court and procedural expenses such as expert fees, execution fees and other expenses with regard to filing the cases in the court all types of cases, compensation and otherwise, will be initially paid by the Law Firm. These expenses will be reimbursed after the completion of the case by the Consulate upon production of original receipts.
- (l) The legal fees agreed upon will cover all consultancy and other expenses borne by the Law Firm for pleading before the competent courts and other government departments.
- (m) The Law Firm will provide weekly updates on all cases being handled by them to the Consulate.
- (n) The Law Firm shall provide Free of Cost (FOC) counseling services to Indian nationals in the Consulate as mandated by the Consulate.
- (o) All legal documents related to the case will be shared with the Consulate and the concerned Indian national or family members.
- (p) The Law firm shall not use the empanelment by the Consulate for its own publicity and commercial gains.
- (q) Any dispute arising between the parties shall be settled amicably through mutual discussions.
- (r) Either party can terminate the contract by giving one (1) month's notice to the other Party.