

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA (FSSAI)
EOI No. L-15017/41/2023-Legal-FSSAI Dated: 08.11.2023

INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR ENGAGEMENT OF LAW FIRM (S)

Food Safety and Standard Authority of India (FSSAI), a statutory Authority under the Ministry of Health & Family Welfare, with its Headquarters at FDA Bhawan, Kotla Road, New Delhi – 110002 invites EOI for Engagement of Law Firm (s) for Legal matters before Hon'ble Supreme Court, various High courts, various Benches of Central Administrative Tribunal, lower courts and other courts of law/Tribunals, etc. anywhere in India on behalf of FSSAI. FSSAI has been established under Section 4 of the Food Safety and Standards Act, 2006 ("Act") with the mandate of laying down science based standards for articles of food and to regulate their manufacture, storage, distribution sale and import and to ensure availability of safe and wholesome food for human consumption. Research on food safety is a critical mandate of FSSAI, under which emerging food safety risks have to be identified and appropriate action initiated.

1. FSSAI intends to engage one or more reputed agencies/firms of advocates (Law Firms) for defending court cases on behalf of the Food Safety and Standards Authority of India before Hon'ble Supreme Court, High Courts, various Benches of Central Administrative Tribunal, lower courts and other courts of law/tribunals/forums anywhere in India. Interested Law Firms fulfilling the requirement are invited to submit their bids by filling in the EOI document for empanelment.
2. The detailed EOI document indicating the scope of work, qualifying requirement, forms and procedure for submission of proposal for EOI can be obtained from Manish Kumar Bhaskar, Deputy Director (Legal), Room No. 414, 4th Floor, Food Safety and Standard Authority of India, FDA Bhawan, Kotla Road, New Delhi – 110002 on or before 30.11.2023 by 05.00 PM, on payment of Rs. 1000/- (Non – refundable) by Demand Draft/ Pay Order payable at New Delhi in favour of "Senior Accounts Officer, Food Safety and Standards Authority of India". The EOI document can also be downloaded from FSSAI's website at <http://fssai.gov.in>, which can be submitted along with a sum of Rs. 1000/- in the manner indicated above along with submission of their proposal. The bid proposal in sealed envelope and super scribed "Expression of Interest- Empanelment of Law Firms" may be sent by Registered A.D/ Speed Post so as to reach the undersigned on or before 30.11.2023 by 05.00 PM. Alternatively, it can also be delivered in person by dropping the sealed envelope in the Tender Box kept at the 3rd Floor of FSSAI Headquarters by the stipulated date and time.
3. A pre-bid meeting would be arranged to explain & clarify the work requirement. Details of this meeting would be notified on the website of FSSAI. The Law Firms are advised to submit information in the pre bid format (Annexure A) by 16.11.2023 through email at legal@fssai.gov.in or bring the same with them while attending pre-bid meeting. The Law Firms should wait for further requirements, instructions and clarifications, if any, which would be uploaded on the website of FSSAI.
4. FSSAI reserves the right to accept or reject any or all the bids at any stage of the process without assigning any reason thereof and no claim/dispute in this regard shall be entertained.


(Manish Kumar Bhaskar)
Deputy Director (Legal)
Room No. 414, 4th Floor,
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INSTRUCTIONS TO THE APPLICANTS

1. Background

1.1 Under the provisions of the Food Safety and Standards Act, 2006 (FSS Act, 2006) Food Safety and Standards Authority of India (FSSAI) has the mandate of laying down science based standards for articles of food and to regulate their manufacture, storage, distribution, sale and import to ensure availability of safe and wholesome food for human consumption. In pursuance of the mandate given to FSSAI under the said Act, the following Rules and Regulations, amongst others, have been notified:

- a. Food Safety and Standards Rules, 2011
- b. Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011
- c. Food Safety and Standards (Food Products Standards and Food Additives) Regulations, 2011
- d. Food Safety and Standards (Prohibition and Restriction on Sales) Regulations, 2011
- e. Food Safety and Standards (Contaminants, Toxins and Residues) Regulation, 2011
- f. Food Safety and Standards (Laboratory and Sampling Analysis) Regulations, 2011
- g. Food Safety and Standards (Health Supplements, Nutraceuticals, Food for Special Dietary Use, Food for Special Medical Purpose, Functional Food and Novel Food) Regulation, 2016
- h. Food Safety and Standards (Food Import) Regulations, 2017
- i. Food Safety and Standards (Food Recall Procedure) Regulations, 2017
- j. Food Safety and Standards (Approval for Non-Specified Food and Food Ingredients) Regulations, 2017
- k. Food Safety and Standards (Organic Foods) Regulations, 2017
- l. Food Safety and Standards (Alcoholic Beverages) Regulations, 2018
- m. Food Safety and Standards (Food Safety Auditing) Regulations, 2018
- n. Food Safety and Standards (Recognition and Notification of Laboratories) Regulations, 2018
- o. Food Safety and Standards (Fortification of Foods) Regulations, 2018
- p. Food Safety and Standards (Packaging) Regulations, 2018
- q. Food Safety and Standards (Recovery and Distribution of Surplus food) Regulation, 2019
- r. Food Safety and Standards (Safe food and balanced diets for children in school) Regulations, 2020
- s. Food Safety and Standards (Foods for Infant Nutrition) Regulations, 2020
- t. Food Safety and Standards (Labelling and Display) Regulations, 2020
- u. Food Safety and Standards (Ayurveda Aahara) Regulations, 2022
- v. Food Safety and Standards (Vegan Foods) Regulations, 2022
- w. Food Safety and Standards Authority of India (Transaction of Business at its Meetings) Regulations, 2010
- x. Food Safety and Standards Authority of India (Procedure for Transaction of Business of the Central Advisory Committee) Regulations, 2010
- y. Food Safety and Standards Authority of India (Salary, Allowances and Other Conditions of Service of Officers and Employees) Regulations, 2013
- z. Food Safety and Standards Authority of India (Transaction of Business and Procedure for the Scientific Committee and Scientific Panel) Regulations, 2016
- aa. Food Safety and Standards Authority of India (Recruitment and Appointment) Regulations, 2018
- bb. Food Safety and Standards Authority of India (Financial) Regulations, 2023

1.2 The above listed Rules and Regulations are available on the website of FSSAI (<http://fssai.gov.in>).

1.3 Besides, the FSSAI, in terms of its responsibilities and duties specified under Section 16 of the said Act, is also required to:

- a. Provide scientific advice and technical support to the Central Government and the State Governments in matters of framing the policy and regulations in areas which have a direct or indirect bearing on food safety and nutrition.
- b. Search, collect, collate, analyse and summarise relevant scientific and technical data particularly relating to food consumption and the exposure of individuals to risks related to the

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- consumption of food, incidence and prevalence of biological risk, contaminants in food, residues of various contaminants, identification of emerging risks, and introduction of rapid alert system.
- c. Co-ordinate and issue guidelines for the development of risk assessment methodologies, monitor, conduct and forward messages on the health and nutritional risks of food to the Central Government, State Governments and Commissioners of Food Safety or any other agency as desired by FSSAI/Central Government.
 - d. Provide scientific and technical advice and assistance to the Central Government and the State Governments in implementation of procedures with regard to food safety, to draw up a general plan for crisis management and work in close co-operation with Central Government in this regard.
 - e. Establish a system of network of organisations with the aim to facilitate scientific co-operation framework for exchange of information, implementation of joint projects, share expertise and best practices in the related fields are a few other responsibilities of FSSAI.

2. Objective of the assignment

FSSAI intends to engage Law Firm (s) of Advocates of repute for providing legal assistance to FSSAI in defending court cases (Civil, Criminal, Service, Labour, Arbitration, etc.) on behalf of FSSAI and Union of India (UOI) i.e. Ministry of Health and Family Welfare or any other Department (when called upon to do so) before Supreme Court/various High Courts/Central Administrative Tribunals or any other Court/Tribunal, anywhere in India.

3. Scope of work

FSSAI or the Union of India i.e. the Ministry of Health and Family Welfare may be impugned as a party by a Food Business Operator, an Individual or NGO, etc who is aggrieved by any of the provisions of the FSS Act, 2006 and Rules/Regulations made thereunder, or any other order /decision of the FSSAI in terms of powers vested in it under the said Rules and Regulations. Cases may also be filed by an employee including a contractual employee, who is aggrieved of service conditions/terms of appointment etc. FSSAI is, therefore, required to defend all such cases before various Courts of law across the Country including Hon'ble Supreme Court, various High Courts, various Benches of Central Administrative Tribunal and various other courts of law forums.

The FSSAI, may also seek, action against those found violating the provisions of the FSS Act, Rules and Regulations framed thereunder. The empanelled Law Firm will be required to cause appearance before the concerned Court, prepare petitions/reply affidavits for and on behalf of FSSAI and Union of India, file the same before the court of law, submit oral arguments and defend the matter. The Law Firm will also be required to provide legal opinion on these issues and will be required to do all other miscellaneous work related to court matters. In particular, the Law Firm would be required to carry out the activities indicated below:-

- a. Preparation of all documents e.g. Writ Petitions, SLPs (against any order/judgment of lower court/Tribunal/High Court). Civil Suits, Counter Affidavits, Replies, Rejoinders. Applications etc. to be filed before the Courts of Law, as per the requirement of the case, wherein FSSAI may be successfully defended.
- b. Appearance before the various courts of law throughout India on behalf of FSSAI/UOI through experienced local counsels to argue the matters;
- c. Handle labour related matters in labour courts, industrial tribunals, etc.
- d. Cases which are listed anywhere in India, should be attended to and all filing or miscellaneous work should be handled by the Local counsels who would be arranged by the Law Firm.
- e. To examine legal view point in consultation with scientific experts, labs, research bodies about violations made by firms/companies dealing with food and render considered view for further action.
- f. Filing Petitions on behalf of FSSAI against FBOs etc. for violation of FSS Act, Rules, Regulations and any other enactment as directed by FSSAI.
- g. To act as prosecutor before an arbitrator.

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- h. Prepare a reply to legal notices and give their opinion to the said notices or any other notices received.
- i. Prepare and/or vet any legal document with utmost urgency and due care referred to it by the FSSAI.
- j. Provide legal opinion/reply on any matter referred by the FSSAI within 3 working days' time and the urgent matters as soon as possible as specified.
- k. To provide legal advice to all offices of FSSAI as referred to them.
- l. Any other job primarily of legal character as assigned to law firm by FSSAI.
- m. To provide the case status on monthly basis (before 5th day of every month). The case status for every case shall be updated to FSSAI within 2 working days of hearing.

4. Other requirements from Law firm

- a. The Law Firm should be Delhi/NCR based with sufficient number of Advocates with network at various locations and should be willing and able to handle court matters all over India. The Law Firm will be responsible to arrange for the local counsels at any Court in the territory of India and provide all support to the local counsels i.e. ensuring the Vakalatnamas, documents, and briefing of the local counsel.
- b. The Law Firm will be obliged to share the list of its local counsels, whether on its rolls or otherwise engaged/empanelled, along with their addresses and phone numbers for all Courts in India.
- c. The Law Firm will ensure that all local counsels interact and cooperate with the regional offices and co-ordinate for all cases before the respective Courts in the said region with the concerned officer nominated by FSSAI.

5. Tenure

The initial tenure of empanelment of Law Firm (s) will be three years, which may be extended on year to year basis depending upon the performance of the Firm (s). However, FSSAI reserves the right to terminate the empanelment of the Firm at any time.

6. Authorized Signatory

The "Applicant" mentioned in the EOI document shall mean the person who has signed the EOI document forms and is duly authorised by the Law Firm for the purpose. As far as possible, all correspondence with FSSAI by the law firm shall be done by such authorized representative.

7. Bid processing fee & Availability of EOI

The Bid Document can be obtained from Sh. Manish Kumar Bhaskar, Deputy Director (Legal), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi – 110002 on or before 5 PM of 30.11.2023, on a payment of Rs. 1000/- (Non- refundable) by Demand Draft/ Pay Order payable at New Delhi in favour of "Senior Accounts Officer, Food Safety and Standards Authority of India". The EOI document can also be downloaded from FSSAI's website at <http://fssai.gov.in> and submitted along with a sum of Rs. 1000/- in the manner indicated above at the time of submission of the proposal.

MSEs registered under UAM (Udhyog Adhaar Memorandum) scheme will be provided EOI free of cost. Bidders are required to submit valid UAM certificate and their claim for free EOI will be considered for the service/category for which they are registered as per UAM certificate.

8. Submission of Proposal

The bid proposal, complete in all respects (having all documents as mentioned at S.No. 12), should be submitted in a sealed envelope and super scribed "Expression of Interest – Empanelment of Law Firms" by post (Regd. A.D/Speed Post) so as to reach the undersigned on or before 5.00 PM

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of 30.11.2023. Alternatively, it can also be dropped in the Tender Box kept at the 3rd Floor of FSSAI HQ by the stipulated date and time. Proposal received after scheduled time and date will not be entertained.

9. Evaluation Criteria

The documents of the bidders first shall be scrutinised as per the documents sought at Annexure C and marking to the bidders shall be given accordingly. The bidders obtaining minimum 40 marks in Part A (refer Annexure C) shall become eligible for Part B. In Part B, the bidder have to give Oral Presentation to Apex Committee. On the basis of collective marks obtained in Part A and Part B, bidders shall be ranked accordingly i.e. bidder obtaining maximum marks in total of Part A & B shall be Rank 1 bidder.

10. Distribution of cases

FSSAI reserves the right to allocate any case to any of the empanelled Law Firm on the basis of their performance. However, FSSAI intends to empanel at least 4 Law Firm. Since FSSAI intends to empanel at least four Law Firm, offer of empanelment shall be given to top 4 Law Firms accordingly. In case any of the Law Firm amongst top 4 fails to accept the offer of empanelment from FSSAI, then Law Firm next in rank shall be offered the same. **In case no other bidder accepts the offer of empanelment, FSSAI reserves the right to award the contract for the entire scope of work to single bidder.**

FSSAI reserves the right to empanel more than 4 Law firm also based on the requirement and as deemed fit by the competent authority.

The Law Firms presently empanelled are also eligible to apply.

11. Pre Bid Meeting

A pre bid meeting shall be held on 17.11.2023 from 3 PM onwards.

12. Documents to accompany EOI

The applications in the prescribed technical bid format shall be accompanied with the following documents duly signed and stamped.

- a. All documents mentioned at Annexure C.
- b. Udyog Adhar Memorandum (UAM) in case of MSEs (refer S.No. 7 of EOI).
- c. Annexure A – Pre Bid format
- d. Annexure B – Bio Data of Law Firm
- e. Annexure C – Methodology & Selection Scoring Pattern
- f. Annexure D – Declaration
- g. Annexure E – Fee Structure
- h. Annexure F – Acceptance Letter / Deviation Certificate
- i. Annexure G - Experience Certificate

13. Amendment to EOI

At any time prior to the last date for receipt of proposals, FSSAI, may, for any reason, whether at its own initiative or in response to a clarification sought by prospective applicants or after pre bid meeting/interaction, modify the EOI document by an amendment. In order to provide prospective applicants reasonable time after such amendment in the EOI, FSSAI may, at its discretion, extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the EOI.

14. Scrutiny of applications

14.1 FSSAI shall examine the applications to determine their completeness i.e. the documents have been signed as indicated in this document, all forms as asked for have been filled in properly, applications are generally in order and all information as indicated under various clauses have been furnished.

The application is liable to be rejected if:

- a. The application is not in a sealed cover as per S.No. 8 above.
- b. The application is not in the prescribed form or is incomplete in any respect.
- c. The application is not properly signed by Authorised Representative of Law Firm.
- d. The Application is received after due date and time.
- e. The Application is received by fax, telegram or e-mail.
- f. The Application/Bid is received without cost of EOI document/Performance Security amount (Refer S.No. 23).

14.2 FSSAI, however, reserves the right to waive minor deviations in the document submitted if these do not materially affect the basic requirement such as the eligibility for empanelment and/or determination about the capability of the bidder to perform the assignment.

15. Technical Presentation

The shortlisted Law Firms may be asked to make a presentation in FSSAI at a short notice.

16. RIGHTS OF FSSAI

The FSSAI reserves the right to:

- a. Cancel this EOI at any stage of the process without assigning any reason thereof and no claim/dispute in this regard shall be entertained;
- b. To reject any/all applications without assigning any reason thereof,
- c. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of FSSAI without assigning any reasons thereof;

17. Validity of Offers

The offers submitted by the bidder shall be valid for a period of 90 days from the date of opening of the bid.

18. ARBITRATION

In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between FSSAI & Service Provider/Law firm in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of FSSAI.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

19. LAWS GOVERNING THE CONTRACT

The Empanelment/Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Empanelment/Order/Contract.

20. JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

21. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a. If the Service Provider fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b. Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 10% overheads as departmental charges on the cost of materials / services so purchased/hired.

22. General Terms and Conditions

- a. The empanelment of the Law Firm shall be at the sole discretion of the FSSAI and no person will have any claim for being empanelled. FSSAI reserves the right to empanel more than one Law Firm and assign them the job as per the requirement and solely at its discretion.
- b. Mere submission of application and fulfilling of eligibility criteria does not entitle a Law Firm for empanelment.
- c. The empanelment will not confer any right or claim that the Law Firm shall be entrusted with the work by the Authority.
- d. The empanelled Law Firm shall be required to sign a Non-Disclosure Agreement.

- e. The counsel in charge/owner/partner nominated by the Law Firm shall visit the office of FSSAI as and when required for discussing on any subject matter of legal importance. Senior counsel of the Law Firm shall also visit the office of FSSAI at periodical intervals (as directed by FSSAI) for general discussions and to review the progress of court matters.
- f. FSSAI would, as far as possible, book air tickets for travel of Counsels of the Firm when they are asked to travel out stations for court matters. However, when time is too short or due to some other reasons FSSAI is unable to book tickets for the Counsel, the Law Firm will have to book their air tickets and thereafter prefer claim for reimbursement provided the visit of their Counsel (s) to outstations has been approved by the Competent Authority. As per the policy of the Government, the travel tickets are to be booked only through authorised travel agencies which at present are (a) M/s Balmer Lawrie & Company Limited (BLCL), (b) M/s Ashok Travels & Tours (ATT), (c) Indian Railways Catering and Tourism Corporation Ltd. (IRCTC). Travel entitlement (air / train) for the counsel shall be same as that for Level 12 / Joint Director issued by Ministry of Finance.
- g. The Law Firm will be entitled to hotel stay of not more than a day at outstation hearing. However, if another matter is listed on the next day or the same matter is listed for hearing on the next day or in cases it would not be appropriate to travel from that station to another city, where the Counsel is required to appear, or if there is a requirement for meeting/conference with the local counsel/team, hotel stay for another night will be admissible. Hotel stay for another night will also be admissible where return flight is not available same day. If stay is required for longer period in the circumstances, the same would require the approval of FSSAI. However, each such case will be decided by the appropriate authority in FSSAI. Hotel entitlement for the counsel shall be same as that for Level 12 / Joint Director issued by Ministry of Finance.
- h. The Law Firm will take all necessary steps to protect the interest of FSSAI in matters entrusted to it from time to time.
- i. The Law Firm empanelled will represent FSSAI through its local counsels throughout India. It shall not accept any other work from other parties in respect of any court/Tribunal (Civil, Criminal or any other matter) anywhere in India where the FSSAI is required to defend the matter. In case the Law Firm which is empanelled had pending cases where it is appearing for and on behalf of a private party in connection with matters of Food Law against either Commissioner of Food Safety, States/UTs or/and FSSAI or UOI, the Law Firm would inform about this fact to FSSAI and the firm may be allowed to continue with those proceedings and for these matters FSSAI would engage some other Law Firm/Counsel. The Law Firm empanelled will not however, undertake any fresh case concerning Food Law where a Commissioner of Food Safety/FSSAI/UOI is respondent.
- j. FSSAI reserves the right to verify/cross check the information furnished/submitted by the Applicant Law Firms.
- k. FSSAI, may at any time, at its discretion withdraw from the Law Firm any case/proceeding/matter/brief.
- l. The Law Firm shall keep the FSSAI informed regarding the development of each of the matters entrusted to it on regular basis through emails, particularly with regard to setting of drafts, filing of papers, dates of hearing, outcome of hearing and make available copies of orders/judgments, etc as soon as these become available.
- m. Law Firm will be required to advise FSSAI on matters incidental to litigation and also, when any case is decided against the Authority, give their opinion regarding advisability or otherwise of filing an appeal against such a decision.
- n. The Law Firm will not use FSSAI's name/logo/symbol on its letter head/signboard/nameplate, etc.
- o. All miscellaneous work such as notarisation, photocopying etc. of petitions/counters/judgments will be the responsibility of the Law Firm. FSSAI will provide all documents through e-mail or post only to the Law Firm, and it is their responsibility to take prints etc. themselves and may claim the charges thereof.
- p. The empanelled Law Firm (s) shall maintain absolute secrecy and confidentiality about the cases of FSSAI entrusted to them.

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- q. FSSAI reserves the right to engage any other Law Firm/Advocate for any specific case in which case the empanelled Law Firm will be required to handover the case papers and provide such other assistance as may be required.
- r. If considered necessary, FSSAI may engage any Law Officer of the Government to argue the cases on behalf of the FSSAI/UOI. The Law Firm shall be required to assist such law officer as and when required to do so by FSSAI. The Law Firm will however continue to get the fee as admissible in these cases.
- s. The Law Firm will be responsible to settle all bills/payments of the local counsel themselves.
- t. The local travel cost of law firm at Delhi and of the local counsel elsewhere will be borne by themselves.
- u. If an Advocate of the Law Firm appears for and on behalf of FSSAI and also for UOI when asked upon to do so for the same case, he will be entitled to only one set of appearance and drafting fee. However, where separate petitions/counters are filed, the admissible drafting fee would be payable.
- v. The Law Firm will have to draft replies or any other document for UOI where asked upon to do so and the admissible fee for such drafting will be admissible. This does not entitle the law firm to appear for UOI unless called upon to do so.
- w. For matters in Delhi High Court and/or Supreme Court at the HQ the law firm would ensure that the lead counsel only appears in the matter as far as possible.
- x. In case of any misconduct, FSSAI will take appropriate action against Law Firm which includes filing complaint with the Bar Council and recovery of the financial loss so caused to FSSAI. Here the word misconduct have the same meaning as in Advocates Act, 1961.
- y. The Firm should follow various provisions of Advocates Act and abide by the secrecy clause.

23. Performance Security

- a. Within fifteen (15) days from date of empanelment, the Law Firm, shall furnish performance security to the FSSAI for an amount of Rs. 50,000/-, valid up to sixty (60) days after the date of completion of all contractual obligations by the Law Firm.
- b. The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
It shall be in any one of the forms namely Insurance Surety Bond, Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form which shall be shared by FSSAI later on.
- c. In the event of any failure/default of the Law Firm with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited.
- d. In the event of any amendment issued to the contract, the Law Firm shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

24. FEE

Terms and conditions relating to fee:

- a. Fee payable to Law Firm will be as per fee structure mentioned at Annexure E. The fee structure shall be changed as and when revised by the Department of Legal Affairs.
- b. No retainer-ship fees shall be paid by FSSAI to any of the empanelled Law Firm.
- c. In appeals, revision or petitions arising from one Common judgement or order in tagged matters heard together, the Law Firm will be entitled for one appearance fee in respect of lead case and 10% of the usual fee for not more than ten clubbed cases.

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The tagged matters, if more than 10, shall be clubbed as bunch of 10 cases together and so on (like if there are 32 tagged matters, there will be 4 bunches, 3 of 10 cases each and last one will be of two cases only). In these bunches, one case in each bunch shall be treated as main case and full appearance fee shall be paid in one case and in rest cases of single bunch (maximum nine cases in single bunch), 1/10th fee of appearance fee shall be paid per case. Thus in a bunch of 10 cases there will be full appearance fee for once case and 9/10 appearance fee for rest 9 tagged matters.

- d. All payments will be made in INR and will be subject to prevailing laws/rules.
- e. No interest shall be paid for any delayed payment.
- f. Prior sanction of Authority is to be obtained for engaging any designated "Senior Advocate", for any matter.
- g. Fees or any expense of the local counsel or other staff engaged would be settled by the Law Firm itself.
- h. Law Firm should submit the bill by the 15th of every month along with details regarding Court order, Cause list or e-mail trail for drafting and legal opinion.
- i. Law Firm should submit the travel bill with the documents such as boarding pass, vouchers of hotel stay and local transport charges along with the approval of the competent authority communicated to the firm through letter, email etc. for such travel, hotel stay etc.
- j. If it is required to pay a court fees for filing a particular case by empaneled Law Firm, same shall be informed to the competent authority of FSSAI with details of actual court fee required to be paid and upon verification, the required court fees shall be disbursed to the Law Firm.
- k. In the event of any doubt or difference of the opinion regarding the payment of fee applicable to Law Firm, the decision of competent authority of FSSAI shall be final.
- l. Providing necessary document in support of effective hearing is the responsibility of Law Firm. Only court order and email status as per clause 3(m) shall be entertained as proof for effective hearing. Undertaking apart from clause 3 (m) shall be considered for considering a hearing as effective hearing in exceptional cases.

25. Penalty:

In case, the Law Firm fails to file reply within the specified period or fails to appear in the concerned court/fora as per the instructions penalty @ Rs. 500/- per absence will be imposed.

26. Disablement

Empanelment of a law firm is liable to be cancelled due to occurring of any or more of the following disablements on the part of the Law Firm:

- a. Giving false information in the application for empanelment;
- b. Handing over the brief/matter to any other Law Firm/advocate without prior written permission of the FSSAI;
- c. Failing to attend the hearing of the case without sufficient reason and prior information and not arranging for local counsel;
- d. Not acting as per instructions of the FSSAI or going against specific instructions;
- e. Not returning the brief when asked for or not allowing or evading to allow its inspection on demand;
- f. Threatening, intimidating or abusing any of the employees, officers or representatives of FSSAI;
- g. The Law Firm shall be free to undertake private practice which does not, interfere with or is not in conflict with the efficient discharge of its responsibilities as an empanelled Law Firm of the FSSAI. Law Firm cannot appear on behalf of any of opposite party in case against FSSAI or advice any party or accepting any case against FSSAI.
- h. Committing any act tantamounting to contempt of court or professional misconduct;

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- i. Passing information relating to FSSAI's case to any third party likely to harm the interest of FSSAI except the information as permitted under the law;
- j. Giving false or misleading information to FSSAI relating to any proceeding/case etc.
- k. Taking adjournment in any case or not objecting to the adjournment moved by the opposite part without sufficient reason.

27. Indemnity:

The empanelled Law Firm will indemnify against all legal/other obligations of its professionals deployed for FSSAI's work.

28. While this document has been prepared in good faith, FSSAI shall have no responsibility or liability whatsoever in respect of any statements or omissions therein.

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PRE – BID FORMAT

1. Name of the Firm
2. Authorised Person Name, Contact Number & Email id
3. Query

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BIO DATA OF LAW FIRM

1. Name of the Firm and advocates working for it
2. Authorised representative Name, Number & Email id
3. Years of experience of the Firm including date/year of commencement of business
4. Area of practice
5. Brief list of clients (Govt. organizations/Corporations/PSUs) if any
6. The courts of regular practice of the firm and where it can handle the cases of FSSAI
7. GST Registration No. (if any)
8. PAN number of firm.
9. Complete list with Address, contact details including office no., Mobile no., Fax, email address, website address, etc. of Head office and Branch Offices
10. Any other information

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Methodology and Selection Scoring Pattern

Part A			
S.N	Description	Marks	Documents Sought
1	Age of the Firm (Formation should be at least 5 year before date of issuance of this EOI) or Lead partner's experience of minimum 5 years	Maximum Marks - 10 (in case of age of firm) Less than 5 years - 0 marks 5 to less than 8 years - 5 Marks 8 to less than 10 years - 7 Marks 10 to less than 15 years - 8 Marks 15+ years - 10 Marks or Maximum Marks - 10 (in case of Lead Partner Experience) Experience upto 5 years - 0 marks Every year experience after 5 years - 1 marks	PAN of the Firm or Lead Partner's registration document in Bar Council
2	Address of head office and number of branch offices in a city wherein High Court or its bench is situated. No address of associates shall be entertained. Office is Delhi/NCR is must, otherwise bid shall be rejected.	Maximum Marks - 10 Office in Delhi/NCR - 4 Marks Office in any other city - 1 marks/city	Complete address detail of each office address along with contact details of concerned official on firm letter head
3	Experience (if any) in representing Union of India (UOI) / State Governments / Public Sector Undertakings(PSU) / Public Sector Bank (PSB) UOI and State Govt also includes its constitutional, statutory and autonomous bodies	Maximum Marks - 10 Represented UOI - 5 marks Represented State Govts. - 3 Marks Represented PSU - 1 mark Represented PSB - 1 mark	Case history from court website / Vakaltnama. Document must state the name of firm/lawyer
4	Number of qualified lawyers enrolled in Bar Council engaged by the firm having experience of more than 05 years in providing legal services.	Maximum Marks - 12 Less than 5 person - 0 marks 5-7 person - 5 Marks 8-10 person - 8 Marks 11-12 person - 10 Marks 12+ person - 12 marks	CVs of the lawyers / legal consultants engaged in the firm along with their Bar Council number
5	Technical qualification in food nutrition	Maximum Marks - 4 1 person - 2 mark	Any formal qualification in food nutrition of the employee of law firm
6	Level of client satisfaction (UOI, State Govt., PSU, PSB Only) (UOI and State Govt also includes its constitutional, statutory and autonomous bodies)	Maximum Marks - 16 Outstanding / Excellent Rating - 3 marks each Very Good Rating - 2 marks each Good Rating - 1 marks each Satisfactory Rating - 0.5 marks each	Certificate from client's organisation as per the format given at Annexure G
7	Experience (if any) in advising clients on food safety, quality and standards issues OR representing clients in litigations under the FSS Act, 2006 and/ or the erstwhile Prevention of Food Adulteration Act, 1954 UOI and State Govt also includes its constitutional, statutory and autonomous bodies	Maximum Marks - 10 Represented UOI - 4 marks Represented State Govts - 2 Marks Represented FBO - 1 mark each (max 4 marks)	Certificate from client's organisation as per the format given at Annexure G
8	Experience (if any) in legislative drafting in consultation with scientific body, labs, research bodies, etc. of UOI/State Government UOI and State Govt also includes its constitutional, statutory and autonomous bodies	Maximum Marks - 3 1 body/lab - 1 mark	Empanelment letter / Emails / other relevant documents
9	Total	75	

Part B		
S.N.	Description	Marks
1	Oral Presentation before duly designated Committee	25

Note: There will be a cut off of 40 marks in Part A for qualification to Part B which can be suitably changed by the Authority of FSSAI depending upon the responses received in order to reach the desired strength of empanelled Law Firm.

Signature

(Authorised signatory)
Address (office & residence/chamber)
Tel No., Fax, E-mail

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DECLARATION

I/We declare that I/We have never been penalized by any Bar Council or blacklisted or banned by any Government Department / Autonomous or Statutory Body / PSU in any matter/issue. I/We also undertake to maintain absolute secrecy about the cases of the FSSAI.

Signature & seal of the authorised representative of the Firm

[Handwritten signature]

FEE STRUCTURE

Fee payable to Law Firm will be as per following fee structure prescribed by the Department of Legal Affairs vide their O.M No. 26(1)/2014/Judl. Dated 01.10.2015 (rates subject to revision automatically as per orders of Department of Legal Affairs issued from time to time)

For Supreme Court:

Sl. No.	Item of work	Fee
1	All regular Appeals and defended Writ Petitions (for final hearing)	Rs. 13,500/- per case per day
2	All defended Admission matters (SLP/TP and Writ Petitions & other misc. matters for admission)	Rs. 9,000/- per case per day
3	Setting of Pleadings	Rs. 5,250/- per case
4	Appearance in Miscellaneous Applications	Rs. 4,500/- per case
5	Conference	Rs. 900/- per conference
6	Out of Headquarter	Rs. 13,500 daily fee for days of his absence from HQ
7	Conveyance charges for performing local journey while outside HQ	Rs. 1500/- per day
8	Drafting SLP/Counter Affidavit/Rejoinder etc.	---
9	Drawing written Submission	---
10	Drafting or appearance in miscellaneous Applications (including mentioning of the case/caveat/clearance/obtaining the number and taking date of hearing)	---
11	Clerkage	NIL

For High Courts & various benches of CAT:

Sl. No.	Item of work	Fee
1	Suits, Writ Petitions and Appeals, including oral applications for leave to appeal to Supreme Court in Writ Petitions	Rs. 9000/- per case per day of effective hearing. In case of non-effective hearing Rs. 1500 per day subject to a maximum of 5 hearings.
2	Application for Leave to Appeal to Supreme Court in Writ Petition	Rs. 3000/- per case
3	Setting of Pleadings	Rs. 3000/- per case
4	Miscellaneous Applications	Rs. 3000/- per case
5	Drafting or settling pleadings, and Affidavits (per pleading)	Rs. 3000/- per case
6	Conference	Rs.900/-per conference subject to: (i) For setting pleadings one conference (ii) In respect of hearing of Writ matters suits, appeals and Supreme court Leave Applications etc. three conferences (maximum)
7	Miscellaneous and out of pocket expenses	As per actual to the satisfaction of the FSSAI

For District and Subordinate Courts & Tribunals other than CAT:

Sl. No.	Item of work	Fee
1	Fee for hearings	Rs. 1800/- per day for effective hearing Rs. 600/- per day for non-effective hearing subject to a maximum of 5 hearings in a case.
2	Fee for drafting Written Statement, Grounds of Appeal etc.	Rs. 1500/- per pleading.
3	Fee for drafting other pleadings of Misc. nature	Rs. 600 per pleading
4	Fee per Conference	Rs. 900/- (subject to maximum of 5 such conferences in case/group of identical cases)
5	Daily fee for out of HQ	Rs. 2700/- per day
6	Conveyance charges for local journey outside HQ	Rs. 900/- (lump sum)
7	Clerkage	@ 10% of total fee excluding miscellaneous and out of pocket expenses (maximum Rs. 5250/- in a case)
8	Miscellaneous and out of pocket expenses	As per actual to the satisfaction of the FSSAI

Signature & seal of the authorized representative of the Firm

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ACCEPTANCE LETTER / DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above EOI.

Or

We hereby accept all terms and conditions of the above EOI except the followings:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.

Note :

Deviations may or may not be accepted by FSSAI.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the EOI no. L-15017/41/2023-Legal-FSSAI Dated: 08.11.2023. Deviations if any, mentioned elsewhere in our bid may be treated as null and void by FSSAI.

Signature & seal of the authorised representative of the Firm



EXPERIENCE CERTIFICATE

1	Name & Contact Details of Law Firm	
2	Name & Contact Details of the Client	
3	Details of Services Provided	
4	Work Order No. / Agreement No. / Empanelment No. and Date (copy to be attached)	
5	Is there any non-disclosure agreement of work Order / Agreement / Empanelment Letter	YES / NO (If marked No, then submit the copy of Work Order/Agreement/Empanelment Letter)
6	Name & Contact details of Authority under whom works performed / services rendered	
7	Overall Quality of Service	Outstanding / Excellent Or Very Good Or Good Or Satisfactory

Signature & Stamp of Authorised Official
(Client)