

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA (FSSAI)

EOI Notice No.15017/34/2020 Dated. 15.06.2020

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 Bhavan, 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.

2. 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 requirements are invited to submit their bids by filling in the EOI document for empanelment.

3. The detailed EOI document indicating the scope of work, qualifying requirements, forms and procedure for submission of proposal for EOI can be obtained from Sh. Pankaj Gera, Assistant Director (Legal), Room No. 415, 4th Floor, Food Safety and Standard Authority of India, FDA Bhavan, Kotla Road, New Delhi –

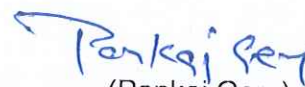
Pankaj Gera

110002 on or before 15.07.2020 by 05.00 PM, on payment of Rs. 500/- (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. 500/- 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 15.07.2020 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.

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 by 30.06.2020 through email i.e. 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.

Pre-bid/final bid should be submitted to Sh. Pankaj Gera, Assistant Director (Legal), FSSAI, FDA Bhawan, New Delhi.

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.


(Pankaj Gera)

Assistant Director (Legal)
Room No. 415, 4th Floor,
FDA Bhawan, Kotla Road,
New Delhi-110 002

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:** These Rules incorporate qualifications, powers and duties of enforcement personnel, necessary procedures to be followed by the enforcement personnel, adjudication proceedings, qualifications for Presiding officer of the Tribunal and other procedures to be adopted by the Tribunal set up under the Act, etc.
- b) **Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011:** These Regulations contain provision on types of Food Businesses that fall under the purview of Central Government and State/UT Governments, Licensing and Registering Authorities, various processes to issue a license to Food Business Operator or registration of petty food manufacturer / vendor; commencement of business, suspension/cancellation of License, various Sanitary and Hygiene practices to be followed by Food Operators, formats for application etc.
- c) **Food Safety and Standards (Packaging and Labelling) Regulations, 2011:** These Regulations contain provisions on best before date, date of manufacture, date of packaging on packaged food, use by date, recommended last consumption date or expiry date, mark for vegetarian and non-vegetarian food, multi-piece package, principal display panel, wholesale package and general packaging requirements, restrictions on health/nutritional claims and on advertisements of such products.

← Tankaj Gey

- d) **Food safety and Standards (Food Products Standards and Food Additives) Regulations, 2011:** These Regulations contain provisions on standards on food items for about 377 Standards, list of food additives, their use in individual variety of food, international numbering of food additives, and microbiological requirements of food products etc.
- (e) **Food Safety and Standards (Prohibition and Restriction on Sales) Regulations, 2011:** These Regulations contain provisions relating to prohibition and restriction on sales of certain admixtures and other products on use of certain ingredients.
- (f) **Food Safety and Standards (Contaminants, Toxins and Residues) Regulations, 2011:** These Regulations contain list of various contaminants, toxins, residues, including metal and crop contaminants and naturally occurring toxic substances, restriction on use of insecticides, antibiotic and other pharmacologically active substances.
- (g) **Food Safety and Standards (Laboratory and Sampling Analysis) Regulations, 2011:** These Regulations contain a list of notified laboratories for import, referral laboratories, procedure of sampling, formats for submission of report of Food Analysts.
- (h) **Food Safety and Standards (Salary Allowances and Other Conditions of Service of Officers and Employees) Regulations, 2013:** These contain procedure relating to Salary Allowances and other conditions of Service of Officers and Employees of FSSAI appointed on regular basis including those appointed on deputation or short term contract.
- (i) **Food Safety and Standards (Health Supplements, Nutraceuticals, Food for Special Dietary Use, Food for Special Medical Purpose, Functional Food and Novel Food) Regulations, 2016:** These Regulations contain provisions relating to Health Supplements, Nutraceuticals, food intended for special Dietary Use and Special Medical Purpose, Functional Food and Novel Food.

Pankaj Singh

- (j) **Food Safety and Standards (Transaction of Business & Procedures for the Scientific Committee & Scientific Panels) Regulations, 2016:** These contain procedure relating to transaction of business & procedures for the Scientific Committee & Scientific Panels in FSSAI.
- (k) **Food Safety and Standards (Food Import) Regulations, 2017:** These contain procedure for import of food items in the country.
- (l) **Food Safety and Standards (Food Recall Procedure) Regulations, 2017:** These contain procedure for recalling food items from the market in the country.
- (m) **Food Safety and Standards (Approval for Non-Specified Food and Food Ingredients) Regulations, 2017:** These contain procedure for approval for non-specified food and food ingredients.
- (n) **Food Safety and Standards (Organic Foods) Regulations, 2017:** These contain procedure relating to Organic Food in the country.
- (o) **Food Safety and Standards (Alcoholic Beverages) Regulations, 2018:** These contain procedure relating to distilled and un-distilled alcoholic beverages in the country.
- (p) **Food Safety and Standards (Advertising and Claims) Regulations, 2018:** These contain procedure relating to Advertisement and Claims in respect of Food.
- (q) **Food Safety and Standards (Food Safety Auditing) Regulations, 2018:** These contain procedure relating to Food Safety Auditing.
- (r) **Food Safety and Standards (Recognition and Notification of Laboratories) Regulations, 2018:** These contain procedure relating to Recognition and Notification of food laboratories in the country.
- (s) **Food Safety and Standards (Fortification of Foods) Regulations, 2018:** These contain procedure for fortification of food.
- (t) **Food Safety and Standards (Packaging) Regulations, 2018:** These Regulations contain provisions for packaging of food.

← Pankaj Seth

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:

- 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.
- 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 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.
- 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.
- 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;
- 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.

Pankaj Sengupta

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 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, 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: -

- i) 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;
- ii) appearance before the various courts of law throughout India on behalf of FSSAI/UOI through experienced local counsels to argue the matters;

→ Tenka; Seny

- iii) handle labour related matters in labour courts, industrial tribunals, etc.;
- iv) 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.
- v) 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;
- vi) filing Petitions on behalf of FSSAI against FBOs etc. for violation of FSS Act, Rules, Regulations and any other enactment as directed by FSSAI;
- vii) to act as prosecutor before an arbitrator;
- viii) prepare a reply to legal notices and give their opinion to the said notices or any other notices received;
- ix) prepare and/or vet any legal document with utmost urgency and due care referred to it by the FSSAI;
- x) provide legal opinion on any matter referred by the FSSAI normally within 3 days' time and the urgent matters as soon as possible as specified.
- xi) to provide legal advice to all offices of FSSAI as referred to them;
- xii) Any other job primarily of legal character as assigned to law firm by FSSAI.

4. 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.

5. 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.

6. Bid processing fee & Availability of EOI

The Bid Document can be obtained from Sh. Pankaj Gera, Assistant Director (Legal), Food Safety and Standard Authority of India FDA Bhavan, Kotla Road, New



Delhi – 110002 on or before 5 P.M. of 15.07.2020, on a payment of Rs. 500/- (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. 500/- in the manner indicated above at the time of submission of the proposal.

7. Submission of Proposal

The bid proposal, complete in all respects, 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 P.M. of 15.07.2020. Alternatively, it can also be dropped in the Tender Box kept at the 3rd Floor of FSSAI Hqrs by the stipulated date and time. Proposal received after scheduled time and date will not be entertained.

8. Eligibility

The bids will be screened on the basis of the following essential eligibility criteria:

8.1 HR Requirements and Experience criteria: -

- a) Law Firm should have been in existence for minimum period of three years with qualified and well-experienced strong in-house resource base.
- b) The Law Firm having experience and exposure to food safety, quality & standards issues and having undertaken court cases launched under the FSS Act,2006 and /or provisions of Prevention of Food Adulteration Act, 1954 would be given preference.

8.2 Location requirement: -

- a) The Law Firm should preferably be Delhi 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.

8.3 Pre Bid Meeting: -

A pre bid meeting shall be held well before the date of submission of the bid. Exact date and time of pre bid meeting shall be uploaded on the website of FSSAI.

Therefore, it is advisable for the Law Firms to wait for the pre bid meeting and see the web site of FSSAI for any clarification, further requirements, etc. before submitting bids.

8.4 The Law Firms presently empanelled are also eligible to apply.

9. Documents to accompany EOI

The applications in the prescribed technical bid format shall be accompanied with all the documents mentioned in the Technical Bid format along with declaration in Annexure A.

10. 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.

11. Scrutiny of applications:

11.1 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

Bankaj Sen

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 Para 7 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, if downloaded from website;

11.2 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.

12. Technical Presentation

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

13. 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;

14. 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

Penkaj Ray

- 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 to 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 will be through the airlines authorized. In exceptional cases, however the Law Firm will be allowed to book their air tickets on other Airline(s), if flights of the authorized airlines are not operating or available on the said day and if available, is/are highly inconvenient (for reasons to be intimated to FSSAI) to the Counsel.
 - 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 be appropriate to travel from that station to another city, where the Counsel is required to appear, 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. The Hotel should be as per the approved rates of FSSAI.
 - h) The Law Firm will take all necessary steps to protect the interest of FSSAI in matters entrusted to it from time to time.

→ Tanveer Singh

- 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 settling 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.

Pankaj Roy

1-2-2017

- 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) In case the lead counsel or the other counsel of the Law Firm is required to travel to any other place in India for court matters as directed by the Authority, besides the air ticket/train ticket, expenses incurred on travel by taxi will be reimbursable according to rates prescribed by FSSAI.
- v) 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.
- w) 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.
- x) 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.
- y) For matters in Delhi High Court and/or Supreme Court at the HQRS, the law firm would ensure that the lead counsel only appears in the matter as far as possible.
- za) In case of any misconduct, FSSAI will take appropriate action against Law Firm which includes filling complaint with the Bar Council and recovery of the financial loss so caused to FSSAI. Here the word misconduct 'I have the

Parkej Sey

same meaning as in Advocates Act, 1961.

- zb) The applicant should furnish an undertaking to the effect that the firm has not been blacklisted in India or abroad or by any Government Department in the Format as at Annexure A.
- zc) The Firm should follow various provisions of Advocates Act and abide by the secrecy clause.

15. FEE

Terms and conditions relating to fee:

- a) The empanelled Law Firm would be paid fee as per details given in Annexure B i.e. the fee structure prescribed by the Department of Legal Affairs. The rates as and when revised by the Department of Legal Affairs would become applicable.
- b) All payments will be made in INR and will be subject to prevailing laws/rules.
- c) No interest shall be paid for any delayed payment.
- d) Prior sanction of Authority is to be obtained for engaging any designated 'Senior Advocate' for any matter.
- e) Fees or any expense of the local counsel or other staff engaged would be settled by the Law Firm itself.
- f) 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.
- g) 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..

16. 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;

← Pankei Sery

- 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) except as provided in para 15 (j), to appear on behalf of any of the opposite parties in cases against FSSAI or advising any party or accepting any case against FSSAI; however, the Law Firm is 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;
- h) committing any act tantamounting to contempt of court or professional misconduct;
- 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 party without sufficient reason.

17. Indemnity:

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

18. 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.

Pankaj Gera

PRE- BID FORMAT**BIO DATA OF LAW FIRM**

- 1) Name of the Firm and advocates working for it.
- 2) Years of experience of the Firm
- 3) Area of practice
- 4) Brief list of clients who are Govt. organizations/Corporations/PSUs, if any.
- 5) The courts of regular practice of the firm and where it can handle the cases of FSSAI.
- 6) PAN number of firm with Income Tax Department
- 7) Complete list with Address, contact details, of Head office and Branch Offices.
- 8) Any other information sought in the scope of work.

→ Tareq Rani

TECHNICAL BID FORMAT (for final bid) with weightage (wherever applicable)

(a) Brief description of the Law Firm

S.N.	Description	Marks
1	Year of formation of Firm/ Number and names of Partners' with details of experience in litigation work (The lead Partner should have at least 10-15 years experience)	12
2	PAN Number of Firm	--
3	Address of head office and number of branch offices in India	5
4	Areas of Practice of the Firm	--
5	List of courts of regular practice of the Firm/Partners	--
6	List of major litigations handled along with case numbers	--
7	Experience (if any) in representing Union of India / State Governments / Public Sector Undertakings, etc. Please provide particulars of such engagement.	10
8	Technical qualifications (if any) in food nutrition, etc. of the Partners / team members	4
9	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	10
10	Experience (if any) in legislative drafting in consultation with scientific experts, labs, research bodies, etc on issue of food safety, nutrition and allied matters.	9
11	Whether the firm or any of its Partners have been blacklisted in India by any Government Department or whether there are any complaints, disqualifications or investigations (pending or disposed of) by the Bar Council of India or any other investigative agency.	--
	Total	50

(b) Presentation

S.N.	Description	Marks
1	Oral Presentation before duly designated Committee	50

Pankaj Sert

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

DECLARATION

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

Signature of the authorised representative
of the Firm

Address (office& residence/chamber)

Tel. No.....

Mobile No.....

Fax No.....

E-mail.....

 Pankaj Seth

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 (including mentioning of the case/caveat/clearance/ obtaining the number and taking date of hearing)	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 and filing of SLP/Counter Affidavit/ Rejoinder etc.	Rs. 3,000/- per case
9.	Drawing written Submission	Rs. 3,000/- per case
10.	Miscellaneous and out of pocket expenses	As per actual to the satisfaction of the Authority
11.	Clerkage	Nil

← Pankaj Sengupta

For High Courts:

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 case subject to a maximum of 5 hearings in a month.
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	Appearance in Miscellaneous Applications	Rs. 3000/- per case
5	Drafting and filing of Writs/Counter Affidavit/ Rejoinder etc.	Rs. 3000/- per case
6	Conference	Rs. 900/- per conference subject to: (i) For settling pleadings – one conference (ii) in Respect of hearing of Writ matters suits, appeals and Supreme Leave Court Applications etc.- three conferences
7	Miscellaneous and out of pocket expenses	As per actual to the satisfaction of the Authority

← Parkaj Ser

For District and Subordinate Courts:

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	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 (Rs. 5250/- in a case)
8	Fee for identical cases	Full fee in the 1 st case and Rs. 750/- in per suit for connected cases (max. 3 cases)
9	Miscellaneous and out of pocket expenses	As per actual to the satisfaction of the Authority

Pankaj Sen
