



Nuclear Power Corporation of India Limited
Corporate Legal Group,
7th Floor, Vikram Sarabhai Bhavan Anushaktinagar,
Mumbai - 400094
Phone: 022 - 25992730/25992751

Expression of interest for empanelment of Law Firms/Advocates to represent Nuclear Power Corporation of India Limited (NPCIL) before various courts and to handle other legal matters for a period of two years through Public Tender.



Subject: Expression of interest for empanelment of Law Firms/Advocates to represent Nuclear Power Corporation of India Limited (NPCIL) before various courts and to handle other legal matters for a period of two years.

1. About Nuclear Power Corporation of India Limited

Nuclear Power Corporation of India Limited (hereinafter referred to as NPCIL) is a Public Sector Enterprise under the administrative control of the Department of Atomic Energy (DAE), Government of India. The Company was registered as a Public Limited Company under the Companies Act, 1956 in September 1987 with the objectives of operating atomic power plants and implementing atomic power projects for generation of electricity in pursuance of the schemes and programs of the Government of India under the Atomic Energy Act, 1962. NPCIL is responsible for design, construction, commissioning and operation of nuclear power reactors.

2. Objective of EOI

- a) NPCIL is presently looking for empanelment of Law Firms/Advocates handling litigations for and on behalf of NPCIL before the Hon'ble Supreme Court of India, High Courts and various other courts/and Quasi-Judicial Authorities/Tribunals including Arbitral Tribunal in Mumbai, Delhi and other preferable locations such as Bengaluru, Chennai, Kolkata etc. The area of litigations inter-alia includes service matters, labour matters, civil and criminal cases, Special Leave Petitions, Writ Petitions, PILs, advisory and legal opinions, Taxation, Arbitration proceedings, environmental law, constitutional law and proceedings under IBC.

3. Scope of Work.

- a) Drafting Complaint, Special Leave Petition, Writ Petition, Original Application, Written Statement, Petition, Rejoinder/Sur-rejoinder, Miscellaneous Application, Claim and Counter-Claim Affidavit before the Hon'ble Supreme Court of India, High Courts and various other courts/ and Quasi-Judicial Authorities/Tribunals including Arbitral Tribunal in, Mumbai, Delhi and other preferable locations such as Bengaluru, Chennai, Kolkata etc.
- b) Expertise in different spheres of litigations and dispute resolution: Appearance before the Hon'ble Supreme Court of India, High Courts and various other courts/ and Quasi-Judicial Authorities/Tribunals including Arbitral Tribunal and updating the same on every date to NPCIL.
- c) The empanelled Law Firm/Advocates should be able to provide opinions on different legal issues as and when required by NPCIL. Advisory: Risk Assessment and Pre-dispute Advice, Litigation and Dispute Resolution support for any dispute arising out of Contract during and after execution of projects, Finance related documentation, Concession Agreements, Power Purchase Agreements, Advice on all matters related to compliance with Environmental Laws, Rehabilitation and Resettlement Policies.
- d) Participating with NPCIL in meetings, conferences with Senior Advocates and all other activities related to the litigation proceedings;
- e) Any other issue / work incidental thereto or in connection with or related to this assignment.

4. Eligibility Condition

Only those Law Firms/Advocates practicing before the Hon'ble Supreme Court of India, High Courts and various courts in Mumbai,



Delhi and other preferable locations such as Bengaluru, Chennai, Kolkata etc., and those who are meeting the Eligibility Criteria in clause (5) of this EOI shall be eligible to be considered for selection procedure. The Law Firms/Advocates not meeting the Minimum Qualifying Criteria shall be rejected summarily.

5. Eligibility Criteria for Empanelment:

- a. The Law Firms/Advocates should be familiar with various branches of Law especially those concerning service matters, labour matters, civil and criminal cases, writ petitions, Special Leave Petitions, PILs, advisory and legal opinions, taxation, arbitration proceedings, environmental law, constitutional law and proceedings under IBC.
- b. The Law Firms/Advocates should be having adequate infrastructure and a fully operational office with all logistic support in Mumbai, Delhi and other preferable locations such as Bengaluru, Chennai, Kolkata etc.
- c. The Law Firms/Advocates should have completed professional experience of minimum 15 years since its inception/ formation/ enrolment, in rendering legal services before the Hon'ble Supreme Court of India, High Courts and various courts in Mumbai, Delhi and other preferable locations such as Bengaluru, Chennai, Kolkata etc. Experience of Managing Partner(s) shall be considered as experience of the Law firm.
- d. The Law Firms/Advocates should have excellent professional reputation and be able to engage Sr. Advocates/ Solicitor General / Addl. SGs on need basis as per the requirement. As on the date of the submission of the application the Law Firm/Advocates should be on the panel of at least three (3) Public Sector Enterprises in the last five years. Experience of

empanelment by Public Sector Banks, Insurance Company shall not be considered as a qualification criteria.

- e. The Law firms/ advocates should not have been blacklisted in the last two (2) years by Central/State Government/PSU and penalized by any Bar Council in any disciplinary proceedings.

7. Payment of Fee and other conditions:

- a. NPCIL will not make any advance payment and payment shall be released against submission of invoices. The income tax will be deducted at source from the bills as per the Income Tax Act, 1961 and Rules. The rates of the cases shall be applicable from the date of assignment of the case.
- b. The Advocate/Law Firms so empaneled may claim full fees for appearance only in cases of effective hearing. The effective hearing charges will be restricted to 10 Nos. per case. For non-effective hearing the firms/Advocates shall be entitled 50% of the full fees.
 - I. “Effective Hearing” shall mean a hearing in which either one or both or all the parties involved in a case are heard by the court, arguments are advanced by the Counsel of the parties, Examination in Chief, Cross Examination is conducted, issues/charges are framed and statement recorded. If the matter is called in its turn and the advocate is present to represent NPCIL and Court/Tribunal/Forum listens to the submissions made by him or by both and if, thereafter, the Court Tribunal/Forum adjourns the matter, that will be treated as effective hearing.
 - II. “Non-Effective Hearing” shall mean all hearings which are not covered in the above definition of effective hearing. Further, if the case is only mentioned and adjourned or only

directions are given or judgement is pronounced, it would not constitute an effective hearing.

- c. Where two or more cases involving substantially identical or similar question of law or facts, one of such cases will be treated as lead case and others as identical/connected cases and the firms/ advocate/ shall be paid full fee for the main case and 50% of the fees of main case for each of the identical or similar connected case.
- d. The miscellaneous expenses such as typing, photocopy, other incidental expenses, etc. will be paid on actual basis against submission of invoice.
- e. If a Senior Counsel, Solicitor General (SG)/Additional Solicitor General (ASG) is engaged for conference or his appearance before the Hon'ble Supreme Court of India and Hon'ble High Court/Tribunals, as per the requirement, the fees shall be payable on actual basis on production of bill/memo of the SG/ASG/Senior Counsel to be routed through the empanelled Law Firm/Advocates. However, before their engagement in a particular case, the empanelled Advocate/Firm has to recommend the name of such Sr. Counsel/SG/ASG considering the nature of the case in which their services are required in the best interest of the NPCIL and only after approval of NPCIL, Senior Counsel/Advocates can be engaged.
- f. If the law firms/advocates raise their bills without justification/ and not as per the fees schedule, NPCIL will have the right to make suitable deductions from the payable amount or reject the payment of bill to the law firm at its sole discretion The decision of NPCIL in this regard will be final and binding.
- g. If the representatives of the empanelled Law Firms/Advocates are required to attend the proceedings at other Units of NPCIL, they

shall be provided with Guest House accommodation with free lodging and boarding facility. In case of outstation assignment where guest house accommodation is not available, suitable hotel accommodation may have to be arranged by the Law Firm/Advocate. The Law firm/Advocate shall be reimbursed towards hotel charges, food charges and other incidental charges on submission of bills/receipts. The representatives of Law Firms/Advocates/Advocates would be entitled to travel by air limited to economy class air fare or IInd AC rail fare (including Rajdhani Express). No Daily Allowance shall be admissible while on tour. Air/rail tickets shall be purchased by the representative of Law Firms/Advocate and the expenditure will be reimbursed based on the vouchers.

- h. The empanelled Law firms/advocates shall not be eligible for payment of any kind of retainer-ship from NPCIL.

8. Bidding Process.

The EOIs are to be submitted in the following manner:

- a) Bids once submitted cannot be withdrawn by the law firms /Advocates and the same will be treated as final.
- b) The particulars relating to the professional qualifications and experience shall be furnished in the format as at Annexure-I, along with supporting documents and the schedule of fees quoted as per the format at Annexure- II to this notice and shall be placed in sealed cover and super-scribed in "EMPANELMENT of LAW FIRMS/ADVOCATES.
- c) Every page of the Bid shall be signed by the Authorized Signatory of the Law Firm/Advocate.
- d) Bids have to be submitted on or before 17.01.2023 latest by 17.00 hrs. Bids received after 17:00 hrs., on 17.01.2023 shall not be considered at all.



- e) The Bid is liable to be rejected by NPCIL if it is not in the prescribed format or incomplete or in any way violate the conditions of the eligibility criteria All the envelopes should be sent through “Registered Post” addressed to:

UTPAL KUMAR,
Additional General Manager (Legal),
Corporate Legal Group
Nuclear Power Corporation of India Limited,
7th Floor, South Wing,
Vikram Sarabhai Bhavan, Anushaktinagar,
Mumbai – 400 094. Ph: 022-25992730

The Sealed envelope can also be dropped in the sealed **Tender Box** available in the NPCIL, Vikram Sarabhai Bhavan, Ground Floor, South Gate, Anushakti Nagar, Mumbai – 400 094, on or before the above schedule time. The applications received after the scheduled time will not be considered. Please note that any other mode of receiving applications or through emails is not acceptable.

9. Opening of Bid:

- (i) Bids will be opened at 12.30 hrs on 18.01.2023 at 7th floor, South Wing, VSB, NPCIL, Anushaktinagar, Mumbai -400 094 in presence of bidders.
- (ii) Bidders can be either present themselves or send their duly authorized representatives at the time opening of bids.
- [iii] The short-listed Law Firms /Advocates may request for interaction with a committee constituted by NPCIL for empanelment if required.

9. Procedure for empanelment:

The empanelment will be on the basis of eligibility criteria, past experience, credentials and suitability. However, merely satisfying the eligibility criteria will not entitle a Law Firm/ advocates to be empaneled.



Depending upon the number of EOIs received, NPCIL reserves its right to empanel only the required number of Firms as it deems fit. If more than one law firm/advocate is empanelled, the assignment of work shall be allocated by NPCIL considering the merit of the case. Decision of NPCIL, in all the matters regarding number of firms to be empaneled, their eligibility, the documents to be produced, shortlisting / award of assignments, etc., will be final and binding on the bidders. NPCIL reserves the right to verify/cross check the information furnished/submitted by the bidder. No correspondence or personal enquiries shall be entertained by the NPCIL in this regard.

10. Communication of Empanelment:

After a decision to empanel the Law firms/Advocates is taken, a communication in writing to this effect shall be sent to the Law Firm/Advocate with acknowledgement and acceptance due. The process of empanelment shall be completed when the Corporation receives an acceptance letter from the successful bidders.

11. Disablements:

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

- I) The Law Firm is expected to carry out its assignment with due diligence and in accordance with prevailing standards of legal profession.
- II) Furnishing false information in the application for empanelment;
- III) Failing to attend the hearing of the case without sufficient reason and prior information;
 - a) Not acting as per NPCIL's instructions or going against specific instructions;
 - b) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand.
- IV) Making appearances on behalf of any of the opposite parties in cases/appeals related to NPCIL; and



V) Giving false or misleading information to NPCIL relating to the proceedings of the case.

VI) Frequent adjournment being sought or not objecting the adjournment moved by other party without sufficient reason.

Empanelment shall be liable to be cancelled due to occurrence of any of the above disablements on the part of the firms.

12. Removal of difficulty:

In the matter of implementation of these clauses/guidelines, if any doubt or difficulty arises regarding the interpretation of any of the clauses/guidelines, the same shall be placed before the Competent Authority whose decision shall be final.

13. Instruction to the Bidders

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required in the bidding documents may result in the rejection of its bid at the bidder's own risk.

14. General Instructions

(i) No binding legal relationship will exist between any of the Bidders and NPCIL until execution of a contractual agreement as per this EOI.

(ii) NPCIL may, in its absolute discretion, seek additional information or clarification from any Bidder after the bids are opened and all such information and clarification provided must be taken to form part of that Bidder's response. However no change in the price or substance of the bid shall be sought, offered or permitted.

(iii) If NPCIL, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NPCIL reserves the right to communicate such response to all the Bidders.

- (iv) NPCIL reserves the right to cancel/defer the entire process of empanelment of Law Firms without any notice or assigning any reasons whatsoever.
- (i) Queries / Clarification, if any, may be taken up with the contact persons as detailed below before the deadline for submission of bids between 02.01.2023 to 17.01.2023 from 10.00 am to 5.00 pm on any working days (Monday to Friday except holidays).

Shri: Utpal Kumar, Additional General Manager (Legal)
[utpalkumar@npcil.co.in/](mailto:utpalkumar@npcil.co.in)
svenugopal@npcil.co.in
Deputy General Manager (Legal)
Telephone : +91 - 22 - 25992730/2751

- (ii) Empanelment tenure will be of 2 (Two) years.

15. Bid Related Instruction

- (i) EOI/Bids shall remain valid for 120 days from the date of opening of bids by NPCIL.
- (ii) EOI/Bids once submitted will be treated, as final and no further correspondence will be entertained.
- (iii) The EOI/Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Price Bid, it shall be liable to be rejected if not withdrawn.
- (iv) NPCIL reserves the right to accept or reject any Bid, bidding process and/or reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for NPCIL's action. Decision of NPCIL in this regard shall be final and binding on all the Bidders.



16. Amendment in Bidding Documents

At any time prior to the last Date and Time for submission of EOI/Bids, NPCIL may, for any reason, modify the Bidding Document by amendments at the sole discretion of NPCIL.

UTPAL KUMAR
Additional General Manager (Legal)
Corporate Legal Group, NPCIL

Enclosures:

Annexure I: Format of application for Empanelment

Annexure II: Schedule of Fees



Annexure-I

FORMAT FOR BIO-DATA FOR ADVOCATE/LAW FIRM

1	Name of the Law Firm/Advocates and address of the Law Firm	
2	Date of Enrolment/Registration and name of the Bar Council	
3	Details of Experience as per the eligibility criteria	
4	Specialization, if any	
5	Whether a Central Government Standing Counsel/ASG/Pleader (Indicate period)	
6	Brief list of Clients (Central Government State Govt./PSU/Commission/Autonomous)	
7	Courts where the Advocate is regularly practising	
8	Whether blacklisted in the last two (2) years by Central/State Government/PSU and penalized by any Bar Council in any disciplinary proceedings	
	I certify that the information contained in this application is correct and true to the best of my knowledge and belief and nothing material has been concealed.	

Authorised Signature of the Law Firm/Advocate
(With Seal)



SCHEDULE OF FEES

Annexure-II

Kindly quote your rates in respect of the following services to be provided:

SL. NO.	PARTICULARS	Supreme Court OF India Rs.	HIGH COURTS Rs.	TRIBUNALS (NCLT/ CERC/NGT/ ITATs etc.) Rs.	DISTRICT COURTS Rs.	City Civil Courts Rs.	Labour Courts /CGIT Rs.
1.	For Drafting, Pleading, Petitions etc.						
2	Preparing I.A., Rejoinders/Sur-rejoinders, Misc. Applications and Written Submissions.	50% fees of Main Pleadings	50% fees of Main Pleadings	50% fees of Main Pleadings	50% fees of Main Pleadings	50% fees of Main Pleadings	50% fees of Main Pleadings
3	(i) Charges for Legal opinions : ii) Charges for drafting legal notices/replies to legal notices.						
4.	For appearance/ Attending the hearing including admission of cases / any interlocutory application Effective hearing charges :						
	ii) Non-effective hearing charges :	50% fees of Effective hearing.	50% fees of Effective hearing.	50% fees of Effective hearing.	50% fees of effective hearing	50% fees of Effective hearing.	50% fees of effective hearing.
5.	Charges for conferences/meeting and discussion I. With NPCIL Officials II. SG/ASG/Senior Counsels						

4.	Arbitration matters: Drafting Charges for pleadings in Arbitration matter.			
	Preparing I.A., Rejoinders/Sur-rejoinders, Misc. Applications and Written Submissions	50% fees of Main Pleadings		
	Hearing in Arbitration Matters (a)Effective hearing charges :			
	(b)Non- Effective hearing charges	50% fees of Main		
	Conference charges during preparation of pleadings.			
5.	Clerkage.			
6.	Out of pocket expenses including; a) Payment to SG/ASG/Senior Advocate / engaged for conference or appearance before the Hon'ble Supreme Court of India/High Court/Tribunal as per the requirement, the fees shall be paid by NPCIL on actuals based on production of Invoice/memo. b) Typing, stamps, Xeroxing, other misc. charges and incidental expenses on actuals based on production of invoice.			
7.	Taxes and other statutory charges, if any.			
8.	Remarks			

Authorized Signatory of the Law Firm/Advocate
(with seal)