

**THIS NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF ADVOCATES/LAW FIRMS IS IN SUPERCESSION TO OUR PREVIOUS NOTICE DATED 08.02.2018 PUBLISHED IN NERAMAC'S WEBSITE [www.neramac.com](http://www.neramac.com)**

**REQUIREMENT OF ADVOCATES/LAW FIRMS FOR EMPANELMENT TO REPRESENT NERAMAC BEFORE VARIOUS COURTS**

**North Eastern Regional Agricultural Marketing Corporation Limited (NERAMAC)** was set up to support farmers/producers of North East getting remunerative prices for their produce and thereby bridge the gap between the farmers and the market and also to enhance the agricultural, procurement, processing and marketing infrastructure of the Northeastern Region of India. To fulfill its prime objectives, NERAMAC is offering helping hand in sourcing and procuring cash crops of the producers by intervening in the market and provide them remunerative prices. It also helps processing units by providing raw materials and arranging packaging materials. NERAMAC has a few retail outlets within the North East region which directly sell various processed and value added products produced locally in the region. Presently it is under the administrative control of the Ministry of Development of North Eastern Region (DoNER), Government of India, New Delhi.

NERAMAC intends to empanel Advocates/Law Firms having offices in North Eastern States of India & Kolkata, New Delhi & Mumbai for attending to the legal cases of NERAMAC before:

1. District Court/ Forums
2. High Courts/ Commissions
3. Tribunals/ National Commissions
4. Supreme Court of India.

The Law Firms and practicing Advocates registered with Bar Council of India/State Bar Councils are eligible for empanelment. The Essential Qualifications, Experience, Schedule of Fees, Other Terms and Conditions and the Application Format are prescribed below.

Eligible Law Firms and practicing advocates may send hardcopy of their applications in the format prescribed in *Annexure A* enclosed herewith along with supporting documents at the following address:

**North Eastern Regional Agricultural Marketing Corporation Ltd.  
9 Rajbari Path, Ganeshguri  
Guwahati-781005, Assam  
Phone:+91 361 2341427**

Each Application should be accompanied by a Processing fee of Rs. 500/- (nonrefundable). Application not accompanying the Processing fee shall be rejected out rightly and shall not be processed. **Processing fee to be submitted in the form of RTGS/ NEFT / DD or Banker's cheque drawn in favour of North Eastern Regional Agricultural Marketing Corporation Ltd. payable at Guwahati, Assam. Bank name: State Bank of India. Branch name – New Guwahati Branch, Bamunimaidan. A/c No-10566982782. IFSC code: SBIN0000221.** ( In case of Online Line Transfer, a receipt is to be enclosed with Application)

**The last date of receiving Applications in the prescribed format is July 21, 2018.**

*NOTE: Applying for empanelment at NERAMAC does not confer any right/assurance whatsoever that they will empanelled on the panel of NERAMAC. Letters to advocates/ Law Firms confirming their empanelment will be issued by NERAMAC separately.*

## **GUIDELINES FOR EMPANELMENT OF ADVOCATES/LAW FIRMS**

Following guidelines are to provide and regulate the manner and procedure for empanelling the advocates to represent and assist the NERAMAC before various courts and for regulating the referrals of the cases and payment of fee/remuneration payable to such persons. These guidelines shall supersede all existing instructions in this regard, if any.

### **DEFINITIONS**

For the purposes of these Guidelines, the terms used will have the following:

- (i) 'Advocate' means an advocate, entered in any roll of advocates under the provisions of The Advocates Act, 1961.
- (ii) 'Competent Authority' shall be the Managing Director or any other officer so designated by the Managing Director.

- (iii) 'Court' shall mean all courts of law including District Courts all over India, any High Court, Supreme Court, Tribunals, Judicial Forums and Arbitrators etc.
- (iv) 'Effective Hearing' shall mean a hearing in which either one or both parties involved in a case are heard by the Courts / arguments were advanced by the Counsel of any of the parties, Examination-in-chief, cross examination is conducted, issues/charges has been framed and statement, Miscellaneous proceedings.
- (v) 'Non-effective Hearing' shall mean all hearings which are not covered in the above definition of effective hearing.
- (vi) 'Similar Cases' shall mean two or more cases in which identical or substantially similar questions of law or facts are involved

### **1) Eligibility of Empanelment**

The Advocates/ Firms to be taken on panel should have a minimum experience of atleast 10 years of handling matters before District Court/Forums/Commissions/Tribunals/High Court and Supreme Court of India on the basis of criteria given below. There would not be any court specific empanelment however, while referring cases to Advocates the following would be the criterion for such referrals. The empanelment request is being considered from individual lawyers or lawyers as part of the firm with at least minimum 08 years experience for the Tribunals and High Court while the Supreme Court would be considered for more than 10 years. Preference shall be given to Advocates having expertise in dealing with Service matter.

***NOTE: Provided that the Competent Authority may relax the above conditions at its discretion, if otherwise found eligible in certain cases.***

### **2) Tenure of Empanelment**

The initial empanelment will be for two years or until further orders whichever is earlier. Performance of empanelled advocates shall be reviewed on annual basis. However, on completion of the term and satisfactory performance of the advocate, the empanelment may be renewed for a period of another two years by the NERAMAC. The NERAMAC reserves the right to terminate the empanelment of any advocate at any time without assigning any reason thereof.

### 3) General Terms and Conditions

- (i) The Advocates shall be engaged only in cases where NERAMAC is a necessary party.
- (ii) Proforma matters: where the NERAMAC is a proforma party in matters pending before any court, the same may be taken care of by the officers of the NERAMAC. However, the Advocates may be engaged if deemed necessary in exceptional cases by the Competent Authority.
- (iii) The advocate shall not necessarily be empanelled for any specific court and shall accept the work assigned to him for the courts for which he is basically designated on the basis of minimum eligibility conditions for such referrals and shall not refuse to accept any work without any reasonable cause.
- (iv) Refusal by any advocate to accept any work without any reasonable cause (e.g. on grounds of conflict of interest) may entail removal of such advocate from the panel.
- (v) The empanelled Advocates will not delegate cases and would themselves deal with the same. They may have to coordinate and work with designated Senior Advocates, if any, engaged in the case as well as with the officers of the NERAMAC, if required.
- (vi) The Advocates empanelled under these guidelines shall not be employees of NERAMAC for any purpose and therefore, shall not be eligible for any benefits available to its employees.
- (vii) The empanelled Advocate shall maintain absolute secrecy and confidentiality about the cases of the NERAMAC as required under the Act and rules/regulations framed there under.
- (viii) The advocates shall accept the terms and conditions of the empanelment as determined by the NERAMAC from time to time.
- (ix) These guidelines shall also be applicable to the designated Senior Advocates of the High Courts and Supreme Court for all purposes except the requirement of empanelment.
- (x) In case of empanelment of Law Firms, all the terms and conditions for empanelment of the individual Advocates shall apply *mutatis mutandis* to them.
- (xi) If required and considered appropriate by the Competent Authority, Attorney General of India/Solicitor-General of India/Additional Solicitor General/Advocate General/Designated Senior Advocates may be engaged to argue the cases on behalf of the NERAMAC keeping in view the urgency and importance of a particular matter. They shall be engaged on case to case basis with the approval of the Competent Authority. Engagement of Sr. Advocates etc and their fees for such cases may be approved and decided by the competent authority on the

merits of each case.

#### **4) Payment of Fee and Other Conditions**

- (i) The fee payable to the Advocates shall be governed by the **Schedule** of fee annexed as **Annexure “C”** which is based on the basis of the fees of the Central Government Counsels notified by the Ministry of Law & Justice, Department of Legal Affairs, Judicial Section.
- (ii) The Competent Authority shall have the right in exceptional cases to approve the payment of a higher fee than the fee mentioned in the annexed schedule keeping in view the importance of the matter and the labour and efforts put in by the advocate in a particular case. It shall also have the power to fix the fee for eventualities which have not been mentioned in the schedule till the appropriate amendment is made in this regard in the Fee Schedule by the NERAMAC.
- (iii) No retainer fee shall be paid to any panel Advocate/law firm merely because such advocate/firm has been empanelled.

#### **5) Documents required to be submitted by the Advocate**

The Advocates will be required to submit their Applications in the prescribed format as given in **Annexure-A**. The attested copies of the following documents are required to be submitted with application:

- (i) Certificates in support of educational qualifications
- (ii) Certificate of Registration with Bar Council of India

#### **6) Communication of Empanelment**

After a decision to empanel the advocate is taken, a communication in writing to this effect shall be sent to the shortlisted Advocates/Law Firms as per **Annexure-B** with acknowledgement and acceptance due. The process of empanelment shall be complete when NERAMAC receives an acceptance letter from the advocate/Law Firm.

#### **7) Private Practice and Restrictions**

- (i) An advocate shall have the right to private practice which should not, however, interfere with

or be in conflict with the efficient discharge of his duties as an empanelled advocate of the NERAMAC.

(ii) An advocate shall not advise any party or accept any case against NERAMAC.

## 8) **Disablements**

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

- (i) Giving false information in the application for empanelment;
- (ii) Handing over the brief or matter to another advocate without prior written permission of the NERAMAC;
- (iii) Failing to attend the hearing of the case without any sufficient reason and/or prior information;
- (iv) Not acting as per NERAMAC's instructions or going against specific instructions;
- (v) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand;
- (vi) Misappropriation of the NERAMAC's funds or earmarking, using the same towards his fee without NERAMAC's permission
- (vii) Threatening, intimidating or abusing any of the NERAMAC's employees, officers, or representatives;
- (viii) Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/appeal related to NERAMAC;
- (ix) Committing an act that tantamount to contempt of court or professional misconduct;
- (x) Conviction of the Advocate in any offence resulting into arrest or detention or disbarment by the Bar Council;
- (xi) Passing on information relating to NERAMAC's case on to the opposite parties or their advocates or any third party which is likely to cause any damage to the NERAMAC's interests;
- (xii) Giving false or misleading information to the NERAMAC relating to the proceedings of the case;
- (xiii) Seeking frequent adjournments or not objecting the adjournment moved by other party without sufficient reason. Empanelment shall be liable to be cancelled due to occurring of any of the above disablements on the part of the Advocate.

**9) Doubt/ Difficulty**

If there arises any doubt/difficulty with respect to the implementation/interpretation of any clause of these guidelines, the same shall be placed before Managing Director, NERAMAC and his decision in this regard shall be final and binding.

**ANNEXURE 'A'****FORMAT OF APPLICATION FOR ADVOCATES/ LAW FIRM**

1. Name
2. Date of birth
3. Educational qualifications:
4. Date of Enrolment,
5. Name of Bar Council (*Copy of enrolment certificate must be attached*)
6. Period of practice
7. Details of Experience/practice /achievements
  - a) Experience in Govt. Organisation/Supreme Court/High Court/Lower Court
  - b) Achievements, if any
8. Date of enrollment as an Advocate and Registration No.
9. PAN number
10. Office Address:
11. Residence Address:
12. Contact Number:
13. E- Mail:
14. Categories of field for which application is made.
15. Payment of processing fees with details and copy thereof.
16. A brief note on suitability for empanelment. (*details of major cases dealt/contested by the advocate successfully*)

I declare that I have never been penalized by any bar council in any Disciplinary Proceedings.

I also undertake to maintain absolute secrecy about the cases of the NERAMAC as required under the Act, Rules and Regulations there under.

I agree with the Fee Schedule notified by NERAMAC.

**Signature of Advocate**  
**Address (office & residence/chamber)**  
**Tel. No./Mobile No./Fax No.**  
**Email ID:**



**ANNEXURE 'B'**

To,

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Dear Sir,

**Sub: Empanelment as NERAMAC's Advocate**

This is with reference to your application dated \_\_\_\_\_ wherein you have evinced interest for empanelment as an advocate with the NERAMAC. We are pleased to inform that your request has been considered favourably and you are advised to give your assent for empanelment on following terms and conditions (A copy of guidelines enclosed):

**NATURE & SCOPE OF WORK**

1. You will abide by NERAMAC's terms and conditions as enumerated in the Guidelines for such empanelment, mentioned in our notice inviting applications for Empanelment of Advocates/Law Firms for representing NERAMAC before various Courts/ Tribunals/ Forums in North Eastern states of India as well as other states.
2. Perform all or any of the following acts deeds, matters or things in any courts/ Forums/ Tribunals within India in the matters entrusted to you time to time on behalf of NERAMAC and protect its interest:

S. No.	Particulars
1.	Perusal of documents as well as drafting/ preparing any Petition/ Plaint/ Complaint/ Miscellaneous Applications/ Reply/ Written statement with affidavits/ Replication/ Rejoinders/ Evidence by way of Affidavit/ Execution Petition and any other legal documents/ Papers/ Letters as and when required.
2.	Preparing/ drafting Written Submissions and carry out research work on judgments for final hearing of any Petition/ Complaint.
3.	Personally attend hearing in the matter before the respective Courts time

	to time. Even on non effective date of hearing, you shall be personally present in court and enter appearance on behalf of NERAMAC.
4.	No request for adjournment should be made unless instructed by the officials of NERAMAC.
5.	To keep the officials of NERAMAC informed about the proceedings transpired in the Court on each date of hearing vide email/ telephone and discuss the next course/ strategy to be adopted thereon.
6.	To send all or any drafts prepared in respect of any Petition/ Plaint/ Complaint/ Miscellaneous Applications/ Reply/ Written statement with affidavits/ Replication/ Rejoinders/ Evidence by way of Affidavit/ and any other legal documents/ Papers/ Letters for review/ vetting by the concerned officials of NERAMAC well in advance for its timely finalization and execution. <b>Please note that in advance do not imply sending the drafts for review and execution a week before the next date of hearing.</b>
7.	To advice and answer the queries raised from time to time by the officials of NERAMAC in respect of any legal matter.
8.	Applying and obtaining certified copy of the order(s) passed by the Hon'ble Court.
9.	Not to accept any case/ briefs instituted against NERAMAC by any organization/ individual.
10.	Personally deal with the case assigned to you in close coordination with the designated Senior Advocate, if any, engaged in some matter.
11.	Unless a case is specially assigned to you by the NERAMAC, you will not on your own receive Summons / Notices of the NERAMAC's matters and even if you receive, if no Vakalatnama is given to you, you shall not otherwise deal with such cases. However, you will immediately inform NERAMAC in this regard.
12.	You shall not use NERAMAC's name or symbol, logo in your letter heads, sign boards name plates etc.

### **FEES FOR LEGAL SERVICES**

Your fees would be strictly governed by NERAMAC's fee schedule for Panel Advocates as amended from time to time and you will not claim any retainer fee or employment in NERAMAC's service. (Copy of Fee structure enclosed)

**BILLING/ PAYMENTS**

1. Payment shall be made only on submission of Professional Bills duly sealed & signed stating therein the purpose thereof. Scanned copy of duly sealed & signed bills can also be sent via email apart from the hardcopies.
2. Payment shall be made through NEFT/ RTGS after deduction of tax within 3-4 weeks from the date of submission of Professional Bills in each case.

**REMOVAL**

1. Your performance will be reviewed on yearly basis and if, your services are not required/ found upto the mark, NERAMAC may remove you from panel and the cases/matters entrusted to you will be taken back from you.
2. In case of any misconduct, NERAMAC will take appropriate action against you which includes filing complaint with the concerned Bar Association with whom you are having registration and recovery of financial loss caused to NERAMAC due to your misconduct as well as removal from its panel.
3. On unsatisfactory performance in any assigned matter, NERAMAC may at any time, at its discretion, withdraw from you such proceedings/matter/ brief and may remove/discontinue you as NERAMAC's panel advocate without paying any further fees.
4. In case of initiation of any disciplinary proceedings/ criminal proceedings against you, NERAMAC may remove you from the panel even without waiting for the conclusion of such proceedings.

**Confidentiality**

You agree that you shall maintain full secrecy and shall not disclose any confidential matter or communication to anybody else in respect of the matters/ cases/ briefs entrusted to you and shall not divulge any details to an outsider or opponent as the case may be without written consent of the NERAMAC.

Please note that empanelment with NERAMAC does not confer any right or claim that you alone should be entrusted with the NERAMAC's work.

We agree that in order to enable you to effectively render your services, we shall render our full cooperation in all aspects pertaining to the cases/ matters/ briefs entrusted to you.

You are requested to return the duly signed duplicate copy of this letter indicating your unconditional consent.

If and when you have questions, we urge you to call us. We will respond promptly to any inquiries you have.

Thanking you,

Agreed to and accepted by

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**Authorized Signatory**

For.....

NERAMAC

9, Rajbari Path, G S. Road,

Ganeshguri,

Guwahati – 781 005,

Assam

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(Advocate)

**Annexure C**  
**Fee Structure of Panel of Legal Counsels of NERAMAC**

The Legal Counsels will be engaged as per requirement. Schedule of Legal fees payable to the Advocates / Law firms is as follows:

**A. SCHEDULE OF LEGAL FEES PAYABLE FOR DEALING CASES BEFORE SUPREME COURT**

Sr. No.	Item of Work Fee	Fees
1.	Appearance Fee in all Regular Appeals and defended writ Petition(For final Hearing)	10,000.00 per case per day For effective hearing. 6,000.00 per case per day For non effective hearing upto 5 hearings
2.	Appearance Fee in all defended Admission matters (SLP/TP and writ Petitions & others misc. matters for admission)	6,000.00 per case per day 5,000.00 per case per day for non effective hearing)
3.	Settling the pleadings through AOR	5,000.00 per pleading
4.	Appearance Fee in Miscellaneous Applications	6,000.00 per case
5.	a) Consultation/Conference a) Site Inspection	a) 900.00 per conference b) 1500.00 & actual conveyance changes.
6.	Drafting SLP/counter affidavit/ Rejoinders/written submission etc.	7,000.00 per document
7.	Drafting of miscellaneous applicationsincluding caveat.	7,000.00 per document
8.	Legal opinion or advice	7,000.00 per document
9.	Drafting of Legal notices	6,000.00 per notice
10.	Miscellaneous Out of pocket expenses	As per actual with supporting documents.
11.	Clerkage	10% of the fees

**B. SCHEDULE OF LEGAL FEES PAYABLE FOR DEALING CASES BEFORE HIGH COURT/ CAT.**

Sr. No.	Item of Work	Fees
1.	Appearance in High Court & CAT for writs, suits/ Revision petition/ Execution/ contempt petition/ civil or criminal revisions/ Appeals/ company petition etc.	5,000/- per day of effective hearing. 2000/- per case per day for non-effective hearing subject to maximum of 5 hearing
2.	Drafting of Petition/ Complaints/ Writs/ Written Statement/ Rejoinder/ Arbitration Petition/ Appeal/ Revision/ Contempt/ Execution/ Written Submission etc.	5,000.00 per pleading
3.	Appearance Fee in Miscellaneous Applications.	3,000.00 per case
4.	Consultation/Conference a) In the office of counsel  b) Any other place  c) Site Inspection	a) 900.00 b) 900.00 c) 1,000.00 & actual conveyance charge.
5.	Drafting counter affidavit/ Rejoinder, written submission etc.	5,000.00 Per document.
6.	Drafting of Miscellaneous Applications(including Caveat.	4,000.00 per application
7.	Legal opinion or advise	6,000.00 per opinion
8.	Drafting of Legal notices	5,000.00 per notice
9.	Miscellaneous out of pocket expenses	As per actual subject to production of bills.
10.	Clerkage	10% of the fees

**C. SCHEDULE OF LEGAL FEES PAYABLE FOR DEALING CASES BEFORE DISTRICT AND SUBORDINATE COURT INCLUDING ANY OTHER TRIBUNAL.**

<b>Sr. No.</b>	<b>Item of Work</b>	<b>Fees</b>
1.	Appearance in District Court/Session Courts/Consumer Courts/ Labour Courts/ Tribunals/ Appellate Forum	2,500.00 Per day per effective hearing. 800.00 per day for non-effective hearing for not more than 5 hearings in case
2.	Drafting of Petition/ Complaints/ Writs/ Written Statement/ Rejoinder/ Arbitration Petition/Appeal/Revision/ Contempt/ Execution/ Written Submission etc.	Rs.4000/-
4.	Consultation/Conference a) In the office of counsel b) Any other place c) Site Inspection	Rs. 600/-
5.	Drafting replies Rejoinders/Affidavits for Courts/Tribunals/Authorities/Arbitrators.	2500.00 Per document
6.	Out of Head Quarter  Local conveyance while outside head quarters	Rs2700/- per day  Rs. 900/- per day
7.	Hotel stay	Rs. 1800/- per day
8.	Drafting, of Miscellaneous Applications	1,500.00 per application
9.	Legal opinion or advice	2500.00 per opinion
10.	Drafting of Legal notices	2500.00 per notice
11.	Miscellaneous Out of pocket expenses	As per actual alongwith supporting documents
12.	Clerkage	10% of the fees

**D. SCHEDULE OF LEGAL FEES PAYABLE FOR DEALING CASES BEFORE ARBITRATOR(S)**

Appearance before arbitrator/ mediator(s)	2,500.00 Per day per effective hearing.  800.00 Per day for per non-effective hearing for not more than 5 hearings.
Drafting of pleadings including miscellaneous application	Rs. 2500/- per pleading
Conference Fee	Rs. 500/-
Daily Fee Out Of Headquarter	Rs. 3000/- per day inclusive of hotel charges.

**Explanation: If two or more cases involving substantially identical questions/ issues are heard together with common arguments, the Advocate shall be entitled to only one fee as for a single case. This is applicable for all the Advocates dealing with cases specified in A, B, C and D herein above.**

**E: SCHEDULE OF LEGAL FEES PAYABLE FOR RENDERING LEGAL OPINION/ DRAFTING OF LEGAL NOTICE/ AGREEMENT(S)**

<b>S. No.</b>	<b>Nature of Work</b>	<b>Fees</b>
1.	Legal Opinion	Rs. 6000/- (each)
2.	Drafting of Legal Notice/ Reply to Legal Notice	Rs. 5000/- (each)
3.	Drafting/ Vetting of Agreements	Rs. 3000/- (each)
4.	Conference	Rs. 900/- (each)