

TELECOM REGULATORY AUTHORITY OF INDIA
NEW DELHI

No.: A-25/14/1(3)/2021-Legal

Dated: 18th August, 2021

NOTICE

Engagement of Advocates on Record

The Telecom Regulatory Authority of India (TRAI), a statutory body, intends to engage one Advocate on Record (AoR) for representing TRAI before the Hon'ble Supreme Court, rendering legal advice, drafting, and vetting of petitions, appeals, replies etc. The interested Advocates who are desirous to be considered for engagement and have adequate experience in dealing with legal matters pertaining to the telecommunication/ broadcasting and cable services may submit their application, latest by 08.09.2021. The details of the terms and conditions of engagement of counsel contained in this notice is also published on the Central Public Procurement Portal (CPPP) and GEM portal.

For any further information/query, Shri R.R. Tiwari, Advisor (Legal) may be contacted over telephone No. (011) 23237024.

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- (a) **Envelope A:** It should contain the Bio Data of the applicant and Declaration, as per the formats specified in Annexure-I and II respectively, and should be marked as '**Suitability Details**'.
- (b) **Envelope B:** It should contain the rates of fee for the items indicated Annexure-III and should be marked as '**Fee Quotations**'.

The outer envelope shall be addressed to –

**Advisor (Legal),
Telecom Regulatory Authority of India,
Mahanagar Doorsanchar Bhawan,
Jawahar Lal Nehru Marg,
Old Minto Road, Next to Zakir Husain College,
New Delhi- 110 002**

and should contain the name and address of the Applicant. The applications, complete in all respects, should reach the above address, latest by 08.09.2021.

The details of professional service required from the AoR and other terms and conditions of the engagement are as under:-

1. Tenure of Empanelment: The initial employment of the AoR will be for a period of two years, which may be extended beyond the period of two years subject to TRAI's satisfaction with the performance of the counsels and as the Authority may decide from time to time. However, the Authority reserves the right to terminate the engagement of the AoR at any time by giving one month's prior written notice.

2. Eligibility for engagement:

- (a) The counsels should possess adequate experience in handling cases pertaining to telecommunications, broadcasting & cable services and should also be well versed with constitutional law and other relevant laws.
- (b) The Advocate should have minimum professional experience of more than fifteen years in the High Court and Supreme Court. However, the Authority reserves the right to relax the eligibility conditions in deserving cases.
- (c) The counsel should have a chamber/office preferably in the Hon'ble Supreme Court or within close proximity of the Apex Court in Delhi.
- (d) It is desirable that the Advocate should have necessary infrastructure, such as internet facility, printing and scanning facility, etc. and sufficient support staff, such as junior advocates/ partners, clerks, etc. for proper management of the cases assigned to him.
- (e) An Advocate applying for engagement as Advocate on Record in TRAI shall not be considered for appointment as Panel Counsel in terms of TRAI Notice dated 18.08.2021.

3. The professional services required from the Counsel: The counsel shall provide the following professional services:-

- (a) Represent/ make Appearance on behalf of TRAI before the Hon'ble Supreme Court, and if so directed by the Authority, also before High Courts and Tribunals/ Commissions (TDSAT, CAT, NCDRC, State/ District Consumer Commissions, etc);
- (b) Briefing/ conferencing with the Senior Advocate engaged in a particular case before the Court/ Tribunals and other judicial bodies, and if required, render all assistance to such Senior Advocate;
- (c) Examination and drafting of legal documents to be filed in the court, including petitions (such as SLP/ Writ Petition/Transfer Petition, etc.), replies/ Counter Affidavit, etc., applications (such as Additional Affidavit/ Miscellaneous Applications, etc.), appeals

(revision/review) on behalf of TRAI, as well as prompt removal/curing of defects in appeals/petitions filed; as may be pointed out by the registry;

- (d) Render legal advice to TRAI on civil, criminal, service and such other matters arising in the course of administration of the Authority as are referred to him/her;
- (e) Render considered legal opinion on the issues referred to him/ her by TRAI, including consultation papers/ draft regulations proposed by TRAI, advisability of filing appeals, etc.;
- (f) Apply for the copy of judgment from the court in cases attended by him/her and supply the copy of judicial pronouncements at the earliest but not later than 10 days from the date of order (excluding the time taken by the court in preparation of the copy);
- (g) Keep TRAI informed and updated on all important developments in the designated cases, dates of hearing, order of the court on the date of its pronouncement, supplying copy of judgment etc;
- (h) Furnish monthly statement about the cases represented by him/her before various courts/Tribunals or any other authority and their outcomes.
- (h) render such other professional services of legal nature which may be assigned by TRAI.

4. Fees and other conditions:-

- (a) No retainer fee will be paid to the selected AoR.
- (b) The Authority reserves the right to add or vary the terms and conditions when engaging the counsel.
- (c) The counsel shall have the right to private practice which should not, however, interfere with the efficient discharge of his duties as a counsel for the Authority.

5. Termination:- The Authority may terminate the engagement of an AoR, by giving one month's prior written notice to the Advocate, without assigning any reason. The AoR may also tender his resignation, by serving one month's notice, in writing.

6. General terms and conditions:-

- (a) The counsel will be engaged by TRAI on case-to-case basis and the allocation of work will be decided TRAI.
- (b) The counsel will take necessary steps to protect the interest of the Authority in matters entrusted to him from time to time.
- (c) Engagement does not confer any right or claim that the counsel shall alone be entrusted with the work of the Authority.

- (d) The Authority may, at any time, at its discretion, withdraw from the counsel any proceedings/matter/brief.
- (e) The counsel shall keep TRAI informed regarding the developments in the matters entrusted to him.
- (f) TRAI will decide and allocate the work and assign the cases to the AoR/ Counsel engaged by it.
- (g) The counsel shall not use Authority's name or symbol, logo in his letter heads, sign boards, name plates etc.
- (h) In case of any misconduct, the Authority will take appropriate action against the counsel which includes filing complaint with Bar Council and recovery of financial loss caused to the Authority due to misconduct of the counsel.
- (i) In case of initiation of any disciplinary proceedings/ criminal proceedings against the counsel, the Authority may remove such counsel from the panel without waiting for the conclusion of such proceedings.
- (j) The counsel shall ensure that during their engagement with TRAI, there is no clash of interest with TRAI vis-à-vis their other clients. The counsel shall not advise any party or accept any case against the Authority in which he has appeared or is likely to be called upon to appear for or to give advice or which is likely to affect or lead to litigation against the Authority.
- (k) Refusal by any counsel to accept any work otherwise on the ground of conflict of interest may result in removal of such counsel from the panel. The counsel shall not contest any case against the Authority during their engagement. The engaged counsel shall not delegate the case to any other Advocate. Engaged counsel shall not be treated as employee of the Authority and, therefore, shall not be eligible for any benefit available to its employees.

7. Confidentiality: The engaged counsel shall maintain absolute secrecy and confidentiality about the cases of the Authority entrusted to him/ her and any other sensitive information acquired by him/her during the course of defending the Authority or otherwise.

8. The Authority reserves the right to engage any other counsel or Government law officers for any case.

9. The engagement of any counsel shall be at the sole discretion of the Authority and no person shall have any claim for being engaged.

10. Interpretation: In case of any doubt relating to the above terms and conditions and in respect of any item not covered by the above terms and conditions, the decision of the Authority shall be final and binding upon the counsel.

11. Opening and Evaluation of Applications:-

- a. The applications will be opened and evaluated by one or more Committees, duly constituted for the said purposes.
- b. The applications will be examined to determine whether they are in order and in compliance with the requisite formats. Eligibility and compliance to the formats at Annexures-I and II would be the first level of evaluation. Only those applications which comply with the eligibility criteria will be taken up for further evaluation.
- c. The Committee shall then shortlist the applicants who meet the requisite qualifications and eligibility criteria.
- d. The Committee may call the shortlisted candidates for personal interviews, which may be held on the date and time fixed by the Authority and in the mode (online or offline) decided by it. No requests for change in the date and time shall be entertained.

FORMAT OF BIO DATA FOR ADVOCATES ON RECORD

(1) Name of the Advocate:

(2) Date of Birth:

(3) Educational Qualifications:

(4) AOR Code:

(5) Date of enrolment and the name of the Bar Council:

(6) Period of practice:

(7) Details of experience/ practice:

(8) Area of practice:

(9) Specialization, if any (constitution/telecommunication/taxation/services etc)

The details of a few important cases the Advocate has dealt with/handled and reported Judgment, if any.

(10) Brief list of clients eg. Govt./organizations/Commissions/PSUs

(11) The courts where the Advocate is regularly practicing (Enclose Bar Association Membership Certificate)

(12) Experience in Telecom & Broadcasting matter (list out the cases handled in Telecom & Broadcasting, Regulatory, TRAI matter and the results thereof)

(13) A brief note on suitability of the applicant and giving his/her willingness for engagement with TRAI.

DECLARATION

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 Authority.

Signature of Advocate

Address –

Office:

Residence:

Chamber:

Tel. No.-----

Mobile No.-----

Fax No.-----

E-mail.-----

PAN No. -----

GST No. -----

FEES AND OTHER TERMS AND CONDITIONS:

The heads/ items of fee per instance and other terms and conditions are as under:

S. No.	Item/ Heads	Quote (in Rs.)
1	Fee for drafting SLP/Civil Appeal/Counter Affidavit	
2	Fee for drafting list of Dates/Application/Caveats	
3	Fee for vetting/ settling of - (a) petitions/appeals/ replies/etc. (b) regulations/ directions/ letters etc.	
4	Fee for appearing/arguing/contesting in Court (Local)	
5	Fee for appearing/arguing/contesting in Court (Outstation)	
6	Fee for holding conference with clients/Senior Advocates (Local)	
7	Fee for holding conference with client/Senior Advocate (Outstation)	
8	Fee for giving written opinion	

(i) The Advocate appearing as AoR for TRAI shall be entitled to claim full fees only in case of effective hearing and for non-effective hearing the counsel shall be entitled for 1/4th of the full fees. Effective hearing for the purpose of claiming appearance fee in a case means a hearing in which one or both the parties involved in a case are heard by the court. If the matter is called in its turn and the Counsel is present to represent the Authority and the Court/Tribunal listens to the submissions made by him or by other side or by both and if, thereafter, the Court/Tribunal adjourns the matter, that will be an effective hearing. If the case is mentioned and adjourned or only directions are given or only judgment is delivered by the Court/Tribunal, it would not constitute an effective hearing but will be termed as non-effective hearing.

(ii) Where two or more cases involving substantially identical or similar questions of law or facts are heard together, the counsel will be paid full fee in one case and 1/4th fee for each of the remaining cases.

(iii) When the case is listed for hearing but adjournment is sought at the direction of the Authority, the counsel will be entitled for 1/4th of the applicable fee only in one case irrespective of the number of tagged cases listed for hearing. The fee payable for cases listed for notice or direction shall also be regulated in the similar manner.

(iv) In Case the AoR or his junior is present in the Court/Tribunal, but the matter is not taken up due to paucity of time or any other reason attributable to Court, the counsel shall be paid 1/4th of the applicable fee only in one case irrespective of the number of tagged cases listed for hearing

(v) For cases listed before Registrar Court of Hon'ble Supreme Court, 1/4th of the fees will be paid, if the counsel is required to appear.

(v) In case the counsel is busy in one Court in connection with some case or cases of TRAI and after finishing his work in such Court, he joins during the course of an effective hearing of a case in another Court, the counsel shall be entitled to full appearance fee for his appearance in the second Court in addition to the applicable fee for his appearance in the first Court. In case only the junior of the counsel appears and takes note in such effective hearing, only 1/4th of the appearance fee shall be payable.

(vi) Whenever the counsel is unable to appear in a Court/Tribunal for arguing the case on behalf of TRAI due to his pre-occupation in some other Court/Tribunal in connection with the case of some other client, the counsel shall give advance intimation to TRAI so that TRAI may request another counsel to appear and argue in his place and, in such case, the appearance fee shall be paid to the other counsel actually appearing in the case. However, the counsel may be required to depute his junior to brief the other counsel and to assist him in the hearing, for which no fee would be paid for the briefing or appearance of the junior.

(vii) In cases where due to exigencies, the AoR is not able to attend the scheduled briefing of Senior Advocate and his Junior attends such briefing with the Senior Advocate or the officers of TRAI, the counsel shall be paid 1/4th of the applicable fee.

(viii) For outstation appearance, the expenses towards to and fro travel (By Air) and for stay in hotel (lodging charges only) as applicable to the officers of the level of Advisor in TRAI

will be over and above the fees for appearance/ conference payable to the counsel. No other allowances/ expenses shall be admissible.

(ix) Clerkage will be paid at 10% of fee bill (excluding miscellaneous expenses).

(x) The miscellaneous expenses such as typing, photocopy, etc. will be paid on actual basis.