

**National Anti Doping Agency**  
**An Autonomous body of Ministry of Youth Affairs and Sports**  
New Delhi

No. 106/2010/NADA (pt)

Dated April 21<sup>st</sup>, 2016

**Empanelment of Law Firms**

The National Anti Doping Agency (NADA) an autonomous body under the Ministry of Youth Affairs and Sports, Government of India intends to engage law firms for representing NADA before the National Anti Doping Panel of NADA and Court of Arbitration for Sports, rendering legal advice, providing legal research assistance, drafting of petitions and vetting of legal documents etc. The interested law firms may submit their willingness in the enclosed proforma. The details of the terms and conditions of engagement of law firms are as under:-

**1. Tenure of empanelment:** The initial employment of the law firm will be for a period of one year and if the performance is found satisfactory by the Agency, the tenure of the law firm may be extended for further period as the Agency may decide from time to time. However, the Agency reserves the right to terminate the empanelment of law firm at any time.

**2. Eligibility for empanelment:**

(a) The law firm should possess adequate experience in handling cases pertaining to field of Anti Doping in Sports and should also be well versed with Anti Doping Rules of NADA 2015, World Anti Doping Code and Court of Arbitration (CAS) Rules and other relevant rules applicable in Sports.

(c) It is desirable that the firm should possess adequate experience in providing legal research assistance towards drafting of legislations, rules, etc. for Government departments, independent regulators etc.

However, the Agency reserves the right to relax the eligibility conditions in deserving cases.

### **3. Fees and other conditions:-**

- (a) The legal fee will be the same as for Standing Govt. Counsel appearing in the District and Subordinate Courts as fixed by Ministry of Law & Justice, Dept. of Legal Affairs, Government of India as revised from time to time.
- (b) No fee shall be payable if advance notice of adjournment is received.
- (c) For appearing in the cases listed before the CAS in abroad, the air travel by economy class and applicable daily allowance and charges related to the boarding/lodging will be paid by the NADA as per the guidelines of Government of India revised time to time.
- (d) The Agency reserves the right to add or vary the terms and conditions when engaging the law firm.

**4.** The empanelled law firm shall ensure that, during their empanelment with NADA, there is no conflict of interest with NADA vis-a-vis their other clients. The empanelled law firms shall also not advise any party, render any legal opinion or accept any case against the Agency in which he/she is likely to be called upon to appear or to give advice which is likely litigation against the Agency.

**5.** 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 panel/court. If the matter is called in its turn and the Counsel is present to represent the Agency 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.

7. Whenever the Advocate of law firm is unable to appear in a Court/Tribunal for arguing the case on behalf of NADA due to his pre-occupation in some other Court/Tribunal in connection with the case of some other client, the law firm shall give advance intimation to NADA so that NADA 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.

8. No retainer fee shall be paid to any empanelled law firm.

9. **Termination:-** The Agency may terminate the engagement by giving one month's prior written notice to the law firm.

10. **General:-**The law firm will be engaged by the Agency on case to case basis and the allocation of work will be decided by the Agency.

(a) The law firm will take necessary steps to protect the interest of the Agency in matters entrusted to it from time to time.

(b) Empanelment does not confer any right or claim that the law firm shall alone be entrusted with the work of the Agency.

(c)The Agency may, at any time, at its discretion, withdraw from the law firm any proceedings/ matter/brief.

(d) The law firm shall keep Agency informed regarding the developments in the matters entrusted to it.

(e) Unless a case is specially assigned, the law firm will not on its own receive Summons/Notices on behalf of the Agency and even if any summon/notice is received and no Vakalatnama is given by the Agency, the law firm shall not otherwise deal with such cases and immediately inform the Agency in this regard.

(f) The law firm shall not use Agency's name or symbol, logo in its letter heads, sign boards, name plates etc.

(g) In case of any misconduct, the Agency will take appropriate action against the law firm and its Advocate(s) which includes filing a complaint with the Bar Council and recovery of financial loss caused to the Agency due to misconduct of the Advocate/law firm and its Advocate(s).

(h) In case of initiation of any disciplinary proceedings / criminal proceedings against the law firm, the Agency may remove such law firm from the panel without waiting for the conclusion of such proceedings.

**11.** The size of panel will be decided by the Agency from time to time based on the quantum of work. Refusal by any empanelled law firm to accept any work other than on the ground of conflict of interest may entitle removal of such law firm from the panel. No empanelled law firm shall contest any case against the Agency during their empanelment. The empanelled law firm shall not delegate the case to any other Advocate or law firm. Advocates of the empanelled law firm shall not be treated as employee of the Agency and, therefore, shall not be eligible for any benefit available to its employees.

**12.** The empanelled law firm shall maintain absolute secrecy and confidentiality with respect to the cases of the Agency entrusted to it.

**13.** The Agency reserves the right to engage any other Advocate/law firm or Government law officers for any case.

**14.** The empanelment of any law firm shall be at the sole discretion of the Agency and no person shall have any claim for being empanelled.

**15.** The interested law firm may submit their willingness in proforma at Annexure' A' to the office of NADA within 15 days from the date of notification of this advertisement.

(Manpal Singh)  
Administrative Officer, NADA

**FORMAT OF BIO DATA FOR LAW FIRM**

- 1) Name of the law firm
- 2) Date of registration of the firm
- 3) Details of experience
- 4) Area of practice
- 5) Specialization, if any (constitution/telecommunication/taxation/services etc)  
The details of a few important cases the firm has dealt with/handled and reported Judgment if any.
- 6) Brief list of clients e.g. Govt./organizations/Commissions/PSUs
- 7) The courts where the Advocates of the firm are regularly practising
- 8) Date of enrolment as an Advocate - on - record of the Supreme Court and Registration No. (If having AOR in the firm)
- 9) Name of the Advocate(s) of the law firm, period of practice, details of important cases handled and details of telecom and broadcasting and other regulatory matters dealt with by the Advocate(s) of law firm.
- 10) Income Tax PAN number
- 11) The details of fees for different professional services (fees may be quoted as per the terms and conditions stipulated in this notice).
- 12) Experience in telecommunication and Broadcasting and Cable matter  
  
A brief note on suitability for empanelment.

**Declaration**

I/We declare that I/We have never been penalized by any Bar Council in any disciplinary proceedings. I/We also undertake to maintain absolute secrecy about the cases of the Authority.

Signature of the authorized representative of the Law Firm

Address (office & residence/chamber)

Tel. No. -----

Mobile No.-----

Fax No.-----

E-mail.-----