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TENDER FOR ENGAGEMENT OF LEGAL CONSULTANT

BID IN BRIEF

Sl. No.	Description	Details
1.	Objective	MPEDA would like to engage the service of a Legal Consultant for providing legal consultancy services as mentioned in scope of work.
2.	Date of issue	21.03.2025
3.	Last date and time for Submission of bids	10.04.2025 up to 3:00 pm
4.	Bid Document	The details can be downloaded from MPEDA website www.mpeda.gov.in
5.	Pre-Bid Meeting	The meeting shall be held on 28.03.2025: 11AM at MPEDA Head Office. https://zoom.us/j/92659686016?pwd=BVCILjhNn7HAXTXti9HI7pDJaeqbt2.1 Meeting ID: 926 5968 6016, Passcode: 706521
6.	Last date for hosting clarification on queries raised.	01.04.2025, 3 PM
7.	Date & time of opening of	10.04.2025, 03:30 PM

	Technical Bids	
8.	Name of the contact person for any clarification	Vinu. P.K, Deputy Director (Administration), MPEDA HO
9	E-mail address	admn@mpeda.gov.in
10	Extensions of due Date/Time	The due date/time of submission of Bid documents and opening of Bids may be extended at any time, at the sole discretion of MPEDA and shall be displayed on MPEDA website www.mpeda.gov.in

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1. INTRODUCTION:

The Marine Products Exports Development Authority (MPEDA) (hereinafter referred as “MPEDA”) is a statutory body under the Ministry of Commerce and Industry, Government of India. MPEDA with its Head office at Panampilly Nagar, Kochi is entrusted with the primary task of promotion of export of marine products from India.

2. PROPOSAL

MPEDA would like to engage the services of a Legal Consultant for providing legal consultancy services as detailed in scope of work.

3. ELIGIBILITY CRITERIA

Consultant should be a professional Legal Consultant registered in India (domestic) and in continuous practices at least for last 8 years.

Consultant should have **undertaken/ handled Corporate as well as Litigation** work/filed cases/drafted petitions/affidavits, provided legal opinions etc. for **at least two** Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous body during last **three years** as on 31.12.2024.

Age limit not exceeding 50 years on the date of notification.

The Consultant should be based in Ernakulam or nearby Districts.

The Consultant should not have been blacklisted/ debarred / disqualified by any regulators/ statutory body in India / by Bar Council of India/or any other Government/ Statutory agencies, in the last 8 years.

Note: The eligible Consultant is required to submit Technical Bid format as per the Annexure-2 and only those bids satisfying the technical eligibility requirements and a pass mark of 70 will be considered for selection and the evaluation. The method of selection will be Fixed Budget based Selection (FBS)

4. SCOPE OF WORK:

The scope and extent of services shall include the following: -

- i. Drafting & vetting of letters, correspondence and agreements of all types between MPEDA and its societies (NaCSA, RGCA, NETFISH) and other departments /third parties on policy making and other legal instruments.
- ii. Oral and written legal advice/ opinion on the matters that may be referred by MPEDA and its societies including the matters relating to tender/bidding processes, MoU, EoI, Agreements, Regulations, RTI Act etc., carried out from time to time.
- iii. Review and provide timely advice to MPEDA and its societies on further course of action in all the cases filed by or against MPEDA and its societies including drafting and filing of petition/suits, statement of facts, replies, affidavits, rejoinder, appeals, revisions, counter affidavit, written arguments, caveats etc.
- iv. Maintain contact and Liaison with all Legal Counsels of MPEDA and its societies to keep abreast of ongoing and current court cases and arbitrations and execution petitions.
- v. Attending/holding physical or online discussions and meetings at MPEDA and its societies or any other place, as required.
- vi. Advising MPEDA and its societies on the issues related to Corporate Law, EPF, Gratuity, Bonus, Companies Act, Arbitration & Conciliation Act, Minimum Wage Act, Indian Contract Act, Sale of Goods Act or any other Act applicable on MPEDA.
- vii. Other legal work not covered above, as the above scope of work is indicative only and not exhaustive.

5.SUBMISSION OF BID

Pre-Bid meeting:

- i. The date, time and venue of the Pre-Bid hybrid meeting shall be Date:00.00.2025 Time:1100 hrs Venue: Golden Jubilee Hall at MPEDA Head Office.
- ii. Consultant or one of his Representative shall be allowed to participate in the Pre-Bid meeting.
- iii. During the Pre-Bid meeting, the Consultant will be free to seek clarifications. MPEDA shall endeavour to provide clarifications and such further information as it may, however, it is on sole discretion of MPEDA.
- iv. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Consultant.

B. Submission of bids: Consultant shall submit their offers duly signed in a sealed cover super scribing 'Technical Bid for Legal Consultant at

MPEDA' and must reach Head Office of MPEDA on before 10/04/2025 at 17.00 hrs..

a. Technical Bid: The following copies to be attached:

- i. Covering letter as per **Annexure-1**
- ii. Technical Bid as per **Annexure-2**
- iii. Undertaking/Declaration (**Annexure-3**)
- iv. Non-Disclosure Agreement (**Annexure-4**) - (After selection)
- v. Consultant Experience in Govt etc., (**Annexure- 5**)
- vi. Consultant Profile-Particulars (**Annexure-6**)

b. The technical information should be prepared very carefully and as indicated in the tender document since it will form the basis for technical evaluation of Consultants. Failure to provide any required information may lead to the rejection of the offer. Consultants must read the tender document very carefully before signing it.

c. The technical bid and all Annexures must be signed by the Consultant.

6. EVALUATION CRITERIA – Technical Bids Evaluation:

The Technical Bids will be evaluated for their technical requirements. MPEDA reserves the right at its sole discretion to seek whatever information, documents, etc. from the Consultant, as it may be considered necessary for the purpose of evaluation of the Technical Bid. Consultants should respond to such requests within 48 hours through e-mail.

All the requirements and specifications mentioned in the Annexure-2 are mandatory and Consultant, not meeting any one of these requirements would be rejected.

7. MODE OF SELECTION

Mode of Selection: **Fixed Budget - based Selection (FBS)**

Selection process is based on quality using the marking criteria for quality as per the given format below:

Sl. No.	Particulars	Documents to be Enclosed.	Marks
1	Consultant should be a professionalLegal Consultant registered in India (domestic) and in continuous practice of at least 8 years as on 31.12.2024 and based in Ernakulam or nearby Districts.	Copy of Certificate issued by the Bar Council. For the experience of working in an office, proof of employment and in case of resident, submit residential proof/utility bill.	Max. 30 Marks Up to 8 years – 24 marks. 8 to 10 years – 27 marks. 10 and above – 30 marks.
2	Consultant should have undertaken/handled Corporate as well as Litigation works/filed cases/drafted petitions/affidavits, provided legal opinions etc. for at least two Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous bodies during last three years as on 31.12.2024.	An undertaking to that effect to be submitted by the Consultant along with copies of at least five engagement letters along with Proof of assignment completion in 3 years ending 31-12-2024.	Max. 30 Marks 1 to 5 cases – 24 Marks. 5 to 8 cases – 27 marks. More than 8 cases -30 marks
3	Consultant having Bachelor's/Master's Degree of Law from a recognized University or Institute in India, recognized by Bar Council of India.	Copy of Certificate issued by the Bar Council. Certificate issued by recognized University/Institute.	Max. 28 Marks Batchelor's Degree – 22 Marks. Master's Degree– 25 Marks Master's Degree with

			post qualification experience – 28 Marks
4	Consultant having experience as team leader in any assignments of Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous bodies during last five years as on 31.12.2024..	An undertaking to this effect duly signed by the Consultant with completion certificate/letter as documentary proof from the department concerned.	Max. – 12 Marks Leader in 1 team – 5 Marks Leader in 2 teams – 10 Marks Leader in 3 teams – 12 Marks

Maximum Marks = 100 Marks

Minimum Qualifying Mark in technical bid is -70 Marks

Note: Only those Consultants who have passed a minimum mark of 70 under technical evaluation will be considered for final evaluation and selection. The Consultant with the highest technical score that meets the fixed budget requirement shall be considered for placement of contract.

In case of a tie, priority for selection will be as follows:

1st priority- Party with highest professional experience

2nd priority- Party having more experience in handling legal issues of Central/State Govt organizations, Public sector undertakings, Autonomous Bodies etc.

3rd priority- Party with highest professional qualification

8. REMUNERATION & WORKING DAYS

Fixed remuneration:

- Rs.4,500/- per day (8hours) for marks between 70-85**
- Rs.5,500/- per day (8 hours) for marks between 85-100**

- ❖ The remuneration will be appropriately modified for hours of work less than 8 hours or more than 8 hours.
- ❖ The time spent on working will be rounded off to the nearest hour provided at least 35 minutes spent.

Working hours

Working hours a week and time will be 9.00 hrs to 17.30 hrs.

9. AGREEMENT

- i. The selected Consultant is required to commence the assignment immediately on award of assignment, pending execution of the detailed Agreement.
- ii. Pending such Agreement execution, the terms and conditions stated in the tender, duly accepted by the party, shall govern the transactions
- iii. In any case, the Selected Consultant shall enter into an Agreement with MPEDA, in the format as prescribed by MPEDA, within 20 days of providing of such agreement by the company.

10. PERIOD OF THE ENGAGEMENT

The period of engagement would be initially for One (1) Year, which may be further extended up to 3 years on the same terms and conditions.

11. DISQUALIFICATION/TERMINATION OF ASSIGNMENT

- i. In case it is found, either during the course of the transaction or at any time before the award of assignment or after execution and during the period of subsistence or after the period thereof, that one or more terms and conditions laid down in the tender has not been met by the consultant or he/she has made material misrepresentation or has given any materially incorrect or false information, MPEDA shall have the right to forthwith terminate the engagement.
- ii. This action as stated in the Clause above, will be without prejudice to any right or remedy that may be available to MPEDA under the bidding document or otherwise. However, before terminating the engagement, an advanced notice period of 30 days will be given to the consultant.
- iii. If the consultant desires to leave the services of the MPEDA she/he may give advance notice of 30 days to that effect.
- iv. In the event of action ii and iii above, pending liabilities on either side shall be settled within 30 days from the date of termination of the engagement.
- v. Any form of canvassing/lobbying/exercise of influence/cartelization etc. by the Consultant will result in disqualification of such Consultant.

12. GENERAL CONDITIONS

- i. MPEDA may, in its absolute discretion, apply any additional criteria as deemed appropriate in the selection of the Legal Consultant, not limited to those set out in this Bid and shall be bound by the same.
- ii. MPEDA reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the Consultant or Consultants or without any obligation to inform the Consultant or Consultants about the grounds for the action.
- iii. MPEDA shall be under no obligation to act upon the advice rendered by the Selected Consultant. The engagement made by MPEDA shall be final and binding.
- iv. During the tenure of engagement of the Legal Consultant, in case MPEDA considers that the services of Legal Consultant are in any manner deficient and / or are not being performed to the satisfaction of MPEDA in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them in connection with the assignment, MPEDA shall have the right to terminate the engagement without assigning any reason for the same, as explained in 11 above.

13. CONFIDENTIALITY

Selected Consultant will have to execute the non-disclosure agreement as per the format of MPEDA (**Annexure 06**)

The selected Consultant shall not, unless MPEDA gives permission in writing, disclose any part or whole of any document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the MPEDA, in connection there with to any person other than a person employed by the Consultant in the performance of the proposal and/or contract.

The Consultant shall not, without prior written consent from MPEDA make use of any document or information given by the user, except for purposes of performing the contract award.

In case of breach, MPEDA will terminate the agreement with consultant and initiate legal proceedings as deemed fit.

14. INDEMNITY

- i. The Consultant agrees to indemnify and keep indemnified, defend and hold harmless MPEDA and its' officers, employees and from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney's fees), arising before or after completion of assignment, which result from, arise in connection with or arising out of or in connection with the Consultant's breach of any of the terms and conditions, representations, warranties specified in the Agreement/ Contract; acts or omissions of negligence or misconduct by the Consultant or its professionals, representatives, agents, security analysts, consultants and advisors;
- ii. The responsibility to indemnity set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- iii. The Selected Consultant shall adhere to the quality standards, regulatory/government directives and guidelines in this regard.
- iv. The Consultant must submit unconditional and unambiguous compliance on firm at onto all the terms and conditions stipulated in the tender.

15. PAYMENT TERMS:

- i. The payment would be processed monthly after successful completion of the assigned job and on receipt of the invoice from the selected Consultant.
- ii. The selected Consultant agrees to complete the assignment as per the satisfaction of MPEDA and no variation shall be accepted.
- iii. The invoices and the supporting documents submitted by the Consultant shall be verified/certified by MPEDA and be processed for payment.
- iv. No advance payment shall be paid to the Consultant under any circumstances.
- v. It is clarified that whenever under the Agreement any sum of money is recoverable from the Consultant, MPEDA shall be entitled to recover/deduct such sum from the payments due to the Consultant
- vi. The Consultant hereby agrees and acknowledges the fact that the assignments provided are critical in nature and timely delivery of the assignment is of paramount importance.
- vii. The payments will be subject to statutory provisions of GST and TDS.

16. OBLIGATIONS OF THE SUCCESSFUL CONSULTANT.

- i. The successful Consultant must complete all assignments within the time prescribed by MPEDA.
- ii. In the event, the successful Consultant does not complete the assignment within the prescribed timelines; MPEDA reserves the right to terminate the contract. Also, MPEDA reserves the right to forfeit the security amount of the successful Consultant. In addition to the same, the successful Consultant must indemnify MPEDA against any losses and damages incurred by the Company in consequence of the non-fulfilment of the obligations of the successful Consultant.
- iii. The successful Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted consulting standards recognized by professional bodies and shall observe sound management methods. The Successful Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and always support and safeguard the Client's legitimate interests in any dealings with any Party.

Annexure-1

(COVERING LETTER-TECHNICAL BID)

Date:

To

The Secretary
MPEDA
Panampilly Nagar
Kochi -682 036

Sir,

Sub: Your Tender No.

**ENGAGEMENT OF LEGAL CONSULTANT FOR MPEDA,
Ernakulam. Kerala.**

With reference to the above, having understood and agreeable to the instructions, terms and conditions and Amendments thereon, I hereby enclose my offer for providing legal consultancy services.

I agree with all the terms and conditions mentioned in the tender. The offer shall be binding on me for up to 120 days.

Yours faithfully,

(Name and Designation, Stamp of the Legal Consultant)

TECHNICAL BID
(Particulars of the Consultant)

1. PRE-QUALIFICATION CRITERIA/DOCUMENTS&TECHNICAL BID

Sl. No.	Particulars	Documents to be enclosed	Complied YES/NO (Partial compliance will be evaluated as Non-compliance)	List of Supporting documents attached (Indicate each)
1	Consultant should be a professional Legal Consultant registered in India (domestic) and in continuous practice of at least 8 years as on 31.12.2024 and based in Ernakulam or nearby Districts.	Copy of Certificate issued by the Bar Council of India. For the experience of working in an office, proof of employment and in case of resident, submit residential proof/utility bill.		

2	<p>Consultant should have undertaken/handled Corporate as well as Litigation works/filed cases/drafted petitions/affidavits, provided legal opinions etc. for at least two Central Govt., State Govt., Central PSU, State PSU, Banks or any other autonomous bodies during last three years as on 31.12.2024.</p> <p>.</p>	<p>An undertaking to be submitted by the Consultant along with copies of at least five engagement letters along with Proof of assignment completion in 3 years ending 31-12-2024.</p>		
3	<p>Consultant having Bachelor's/Master's Degree of Law from a recognized University or Institute in India, recognized by Bar Council of India.</p>	<p>Copy of Certificate issued by the Bar Council of India and certificates from recognized University or Institute in India. (recognized by Bar Council of India)</p>		

4	The Consultant must not have been blacklisted/ debarred / disqualified by any regulators/ statutory body in India/by Bar Council of India / or any other Government/Statutory agencies, in the last 8 years.	An undertaking to this effect duly signed by the Consultant as per Anx. 3.		
5	The Consultant should be a resident of Ernakulam or nearby districts.	For the experience of working in an office, proof of employment and in case of resident, submit residential proof/utility bill..		
6	UTR OF EMD			

2. Submission of other supportive documents/requirements

If any other information which the Consultant may like to furnish, a separate sheet may be enclosed. In support of above information self-attested copies of all Documents, wherever required be enclosed.

Dated this.....day of..... 2025

(Signature)

Annexure-3

UNDERTAKING/DECLARATION

(The Consultant shall furnish the following Undertaking as part of the bid)

“I hereby undertake and declare that I fulfil the eligibility criteria prescribed in the bid for engagement of Legal Consultant for MPEDA (Tender No.....) and also confirm that there has been no conviction by any Court of Law or indictment / adverse order by regulatory or governmental authority for any grave offence against me.

It is certified that I have not been blacklisted /debarred /disqualified by any regulators/statutory body in India in the past. It is further granted that there is no investigation pending against me from any organizations in India.

It is certified that; no actions have been initiated against me by Bar Council of India or any other Government/Statutory agencies with regard to any financial irregularities.

It is certified that no conflict of interest exists in MPEDA as on date except as disclosed explicitly and if in future such a conflict of interest arises, I will intimate the same to MPEDA. Further, I hereby undertake that the decision taken by the MPEDA regarding the qualified Consultant shall be binding upon me”

(Signature with name)

Annexure-4

NON-DISCLOSURE AGREEMENT

This reciprocal NON-DISCLOSURE AGREEMENT (the“ Agreement”) is made at ERNAKULAM by and between: **The Marine Products Export Development Authority (MPEDA) (Ministry of Commerce & Industry, Govt. of India)**, Head Office, MPEDA House, Building No: 27/1162, PB No:4272, Panampilly Avenue, Panampilly Nagar PO, KOCHI-682036, KERALA, which expression shall, unless repugnant the meaning or context thereof, be deemed to include its successors and permitted assigns);

AND

----- (here in after referred to as “**Legal Consultant**” which expression shall unless repugnant

To the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

MPEDA and the Legal Consultant are here in after collectively referred to as ‘The Party’.

The Party that discloses confidential information to the other party shall be referred to as the ‘Disclosing Party’ and the Party that receives such confidential information from the other party shall be referred to as the ‘Receiving Party’.

The terms ‘Receiving Party’ and ‘Disclosing Party’ shall include each party’s employees and the rights and obligations of the parties hereto therefore shall apply to such entities.

And Whereas

1. Mr..... has agreed to undertake **Legal Consultancy services and**

other related tasks as per the scope of work

2. For purposes of advancing their business relationship, the Parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of the covenants and agreements

contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as to there under:

1. Confidential Information and Confidential Materials

- a. "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstance surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, a copy, abstract, sample, note or module thereof and Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or Agents is covered by this agreement.
- b. Notwithstanding the forgoing, Confidential Information shall not include any information that:(i) is now or subsequently becomes publicly available without Receiving Party's breach or any obligation owed to Disclosing Party;(ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party;(iii) became known to Receiving Party from a source other than Disclosing Party; or (iv) is independently developed by Receiving Party,
- c. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks, tapes or drives, whether machine or user readable.

2. Restrictions

- a. Each party shall treat as confidential the Contract and any and all information ("Confidential Information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then also only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and Consultants specifically assigned and/or

otherwise, sufficient to enable it to comply with all the provisions of this Agreement.

b. Receiving Party may disclose Confidential Information in accordance with judicial or other governmental orders to the intended recipients (as detailed in this clause), provided Receiving Party shall give the Disclosing Party reasonable notice (to the extent as on ably possible) prior to such disclosure and shall comply with any applicable protective order or equivalent.

3. Rights and Remedies

- a. The Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- b. Receiving Party acknowledges that monetary damages may not be the only and/or a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

4. Miscellaneous

- a. All Confidential Information and Confidential Materials are and shall remain the property of the Disclosing Party. By disclosing information to the Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- b. Any document provided under this Agreement is provided with restricted rights.
- c. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- d. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such

party shall maintain the confidentiality of the Confidential Information as provided herein. The term 'residuals' means information in non-tangible form, which may be retained by a person who has had access to Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such people or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- e. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the

provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver or any other provision(s) or of the same provision on another occasion.

- f. Subject to the limitations set forth in this Agreement, this Agreement will insure to the benefit of and be binding upon the parties, their successors and assigns.
- g. If any provision of this Agreement shall be held by a Court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- h. All obligations created by this agreement shall survive change or termination of the parties' relationship.

5. Term

This agreement shall be effective from the date mentioned hereafter and shall continue till the expiry or termination of this agreement due to cessation of business relationship between the parties or one year from date of receipt of the relevant Confidential Information, whichever is later. Nothing contained in this clause shall be applicable to customer information shared amongst the parties, the duty of confidentiality of which shall be perpetual.

6. Return of information

The parties agree that upon expiry or termination of this agreement or any time during its currency and at their request of the Disclosing Party, the Receiving Party shall promptly (and in any case within 14 days) deliver to the Disclosing Party all copies of Confidential Information in its possession or under its direct control and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its officers, employees, advisors, to the extent the same are based on Confidential Information.

7. Governing Law

The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of India and the parties hereby agree to submit to the exclusive jurisdiction of the courts in Ernakulam.

8. Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentiality

obligation for the Receiving Party. However, the Receiving Party shall not disclose the source of any feedback without the party’s providing consent. Feedback should be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to another party.

The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2025 at _____.

For and on behalf of MPEDA :

Name		
Designation		
Place		
Signature		

For and on behalf of M/s.-----

Name		
Designation		
Place		
Signature		

Annexure-5

Details of at least 2 previous engagements related to filing cases/ drafting petitions/affidavits, providing legal opinions matters connected with Central Govt., State Govt., Central PSU, State PSU, Banks or any other Autonomous Body during last 3 years as on 31.12.2024:

Sl.No.	Name of the Client /Company (ies)	Net worth of the Client/ Company(ies), if applicable	PSU/Non PSU	Brief Details of scope of work	Period of Assignment	
					From	To

Note: Supporting Documents including Client Certificate with client may be furnished

Annexure-6
CONSULTANT PROFILE–Particulars of the Consultant

Sl.No	Particulars	
1	State the following:	
a	Name of Consultant:	
d	Residential/Office address:	
f	Year of commencement of practice	
g	Principal place of business:	
h	Brief description of the Consultant including details of mainlines of practice and Locations details of office, if any, - Name, designation, address, and phone numbers	
	PAN/GST registration certificate	
2	State the following information:	
b	Has the Consultant Applicant been penalized by any organization for poor quality of work or breach of contract in the last three years?	Yes/No
c	Has the Consultant Applicant ever failed to complete any work awarded to it by any public authority/ entity in last three years?	Yes/No
d	Has the Consultant Applicant been blacklisted by any Government department / Public Sector Undertaking in the last three years?	Yes/No
e	Has the Consultant Applicant suffered bankruptcy/in solvency in the last three years?	Yes/No