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TENDER FOR ENGAGEMENT OF CHARTERED ACCOUNTANT SERVICE

File no. ACC-GEN/6/2025-ACC

Date:10.06.2025

BID IN BRIEF

Sl . N o.	Descrip tion	Details
1.	Objective	MPEDA invites quotations from C&AG-empanelled Chartered Accountancy firms located in Ernakulam District, Kerala, to provide full-time consultancy services for the Accounts Section by deploying one person in MPEDA HO. The engagement will be on a contractual basis for one year, with the option to extend for an additional two years upon mutual agreement.
2.	Date of issue	10-06-2025
3.	Last date and time for Submission of bids	10 days from the date of the invitation for Quotation
4.	Bid Document	The details can be downloaded from the MPEDA website www.mpeda.gov.in
5.	Pre-Bid Meeting	The meeting shall be held on 13.06.2025 at 12:00 hrs (i.e., 4th day of the announcement) at the MPEDA Head Office. https://teams.microsoft.com/meet/4625531871860?p=HQtkqkQSDVKsGYKoJ0

		Meeting ID: 462 553 187 186 0 Passcode: Jh2FP7zf
6.	Date & time of opening of Bids	20.06.2025, 03:30 PM
7.	Name of the contact person for any clarification	Deepa E V, CAO, MPEDA HO
8.	E-mail address	accounts@mpeda.gov.in
9.	Earnest Money deposit	Rs.15,000/- (Rs. Fifteen thousand only)
10	Extensions of the 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 to 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 promoting the export of marine products from India.

2. PROPOSAL

The Marine Products Export Development Authority (MPEDA) invites quotations from C&AG-empanelled Chartered Accountant firms located in Ernakulam District, Kerala, to provide full-time consultancy services for the Accounts Section. The engagement will be on a contractual basis for one year, with the option to extend for an additional two years upon mutual agreement. Each extension will not be more than one year.

3. ELIGIBILITY CRITERIA

- a)** The interested Bidders shall have to comply with the following criteria to participate in the tendering process

1. The firm must have its head office or a fully functional office in Ernakulam District, Kerala.

2. It must have a minimum of two years' experience conducting Statutory Audits/Internal Audits for Government organisations, listed companies, academic institutions, etc.

3. The professional engaged by the firm to offer services to MPEDA must be a qualified Chartered Accountant and have at least three years of overall experience in accounting and auditing.

b) Please note that no counterproposal is acceptable, and conditional/ late submissions of offers are liable to be rejected.

c) Any action on the part of the tenderer to influence anybody in this organisation will be a disqualification, and the tender submitted by the firm shall be rejected.

d) If the bidder gives any false statement or misrepresentation related to the above information, the firm will not be considered, and their offer shall be deemed to be rejected, and the EMD will stand forfeited.

e) Only those firms meeting the Eligibility and Qualification criteria will be considered for evaluation. The selection will be made based on the LCBS evaluation.

f) The person being engaged shall execute a bond in the format as may be specified by MPEDA.

Award of Contract:

a) The bidder shall submit their financial quote per month, plus applicable GST.

b) The contract shall be awarded to the firm whose evaluated bid price will be the lowest in the financial bid.

c) Any legal dispute arising out of this will be subject to the jurisdiction of the courts in Ernakulam only.

4. SCOPE OF WORK:

The Chartered Accountant (personnel) deputed by the successful bidder will be responsible for:

1. Monitoring of Salary & Pension processing after ensuring deduction of TDS.
2. Management of GPF and monthly filing of NPS.
3. Verification of files for payment approval for amounts over and above ₹10 lakhs in compliance with statutory provisions.
4. Monitoring the release of payment (vendor/employees) daily via the PFMS Module.
5. Monitoring of reconciliation of voucher entries in the e-Accounts module and PFMS.
6. Monitoring activities of TDS and GST remittance, filing of TDS/GST return, issue of Form 16, etc.
7. Support for verification & finalisation of accounts of the Authority.
8. Any other work assigned by the CAO/Secretary MPEDA, with the approval of the Competent Authority.

5. SUBMISSION OF BID

Pre-Bid meeting:

- i. The date, time and venue of the Pre-Bid hybrid meeting shall be as follows: Date: 13.06.2025 Time: 12.00 hrs Venue: Golden Jubilee Hall at MPEDA Head Office.
- ii. Bidder or one of his representatives shall be allowed to participate in the Pre-Bid meeting.
- iii. During the Pre-Bid meeting, the Bidder will be free to seek clarifications. MPEDA shall endeavour to provide clarifications and such further information as it may; however, it is at the sole discretion of MPEDA.
- iv. Non-attendance at the Pre-Bid Meeting will not be a cause for the disqualification of the Bidder.

Submission of bids: Bidder shall submit their technical and financial bids in separate covers clearly mentioning on the cover as “Technical Bid for Consultancy Service at MPEDA” and “Financial Bid for Consultancy Service at MPEDA” respectively. The EMD may be enclosed with the technical bid. Both the technical and financial bids may be placed in a sealed cover superscribing “Bid for Consultancy Service at MPEDA” and must reach Head Office of MPEDA on or before 19.06.2025 at 05.00 PM. The Technical bids will be opened on 20.06.2025 at 3.30 PM. The financial bids of technically qualified bidders only will be opened for evaluation.

- a. Technical Bid: The following documents are to be attached:
 - i. Covering letter as per **Annexure-1**

- ii. Pre-Qualification Criteria/Documents & Technical Bid Eligibility Criteria (**Annexure-2**)
 - iii. Undertaking/Declaration (**Annexure-3**)
 - iv. Bidder Experience in Govt, etc. (**Annexure- 4**)
 - v. Bidder Profile-Particulars (**Annexure-5**)
 - vi. Non-disclosure Agreement (**Annexure-6**)
- b. Financial bid: The bidder may submit the rate quotes in the financial bid in a sealed envelope.
- c. The technical and financial bids and all the Annexures enclosed must be signed by an authorised signatory on behalf of the bidder.

6. EARNEST MONEY DEPOSIT:

- i.
 - i. The Bidder are required to submit an “EMD” deposit of **₹15,000/- (Rupees Fifteen thousand only)** by way of electronic transfer to the bank account mentioned below:

NAME OF BENEFICIARY:	THE SECRETARY, MPEDA
NAME OF BANK:	STATE BANK OF INDIA
ADDRESS OF BANK:	Panampilly Nagar, Ernakulam
ACCOUNT NUMBAER:	57001256165
IFSC CODE:	SBIN0070658

- ii. No interest shall be payable on EMD.
- iii. UTR of EMD remittance must be mentioned the technical bid.
- iv. In the event of the non-submission of EMD, the bid will be rejected without any further correspondence, and the decision of MPEDA in this regard will be final, conclusive and binding.

- v. Unsuccessful bidder's Earnest Money Deposit will be returned without interest, 10 days after MPEDA enters into an Agreement with the successful bidder.
- vi. The Earnest Money Deposit shall be forfeited if a bidder withdraws the bid.
- vii. Any decision of MPEDA in this regard shall be final and conclusive.

7. EVALUATION CRITERIA :

Only those firms meeting the Eligibility and Qualification criteria will be considered for evaluation. The selection will be made on the basis of the LCBS evaluation.

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

8. MODE OF SELECTION

Mode of Selection: Least Cost-Based Selection

9. OBLIGATIONS OF THE SUCCESSFUL BIDDER

- ii. The selected bidder is required to commence the assignment immediately on award of the assignment, pending execution of the detailed Agreement.
- iii. Pending the execution of such an agreement, the terms and conditions stated in the tender, duly accepted by the party, shall govern the transactions.
- iv. The selected bidder must submit a Non-Disclosure Agreement **(Annexure-6)**
- v. In any case, the Selected Bidder shall enter into an Agreement with MPEDA, in the format as prescribed by MPEDA, within 20 days of providing such agreement.
- vi. The successful Bidder must complete all assignments within the time prescribed by MPEDA.
- vii. In the event the successful Bidder 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 Bidder.

In addition to the same, the successful Bidder must indemnify MPEDA against any losses and damages incurred by the Company in consequence of the non-fulfilment of the obligations of the successful Bidder.

- viii. The successful Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, following generally accepted consulting standards recognised by professional bodies and shall observe sound management methods. The Successful Bidder shall always act, in respect of any matter relating to this Contract or the Services, as faithful advisers to the Client, and always support and safeguard the Client's legitimate interests in any dealings with any Party.
- ix. The successful bidder shall depute one suitable personnel with the requisite qualification, experience, and expertise to the MPEDA HO to offer full-time services to the organisation. If the performance of the deputed personnel is not satisfactory after a three-month review, as per written communication from the MPEDA, the firm must replace the person within 15 days. For any delay in replacement of the deputed personnel, an amount of ₹1000 per day will be levied from the 16th day. If the deputed personnel are not replaced within 25 days, MPEDA reserves the right to cancel the tender by forfeiting the EMD.
- x. The working hours of the deputed personnel by the successful bidder will be in accordance, but not limited to, with the official working hours of MPEDA, and also as per the Closed holidays applicable.
- xi. The personnel deputed by the successful bidder will be eligible for a maximum of two paid leaves per month.

10. PERIOD OF THE ENGAGEMENT

The period of engagement would initially be for one (1) Year, which may be further extended for an additional two years, based on satisfactory performance and subject to MPEDA's discretion, on the same terms and conditions, along with the price. The extension will not exceed one year at any time.

11. DISQUALIFICATION/TERMINATION OF ASSIGNMENT

- i. In case it is found, either during 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 bidder or the bidder has made material misrepresentation or has given any materially

incorrect or false information, MPEDA shall have the right to forthwith terminate the engagement or disqualify the selected bidder.

- 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, a show-cause notice would be issued stating why the engagement should not be terminated, allowing the party to explain its position.
- iii. Any form of canvassing/lobbying/exercise of influence/cartelization, etc. by the Bidder will result in the disqualification of such Bidder.

12. GENERAL CONDITIONS

- i. MPEDA may, in its absolute discretion, apply any additional criteria as deemed appropriate in the selection of the Consultancy firm, 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 the award of the contract, without thereby incurring any liability to the bidder or bidders or without any obligation to inform the bidder or bidders about the grounds for the action.
- iii. MPEDA shall be under no obligation to act upon the advice rendered by the Selected Bidder. The engagement made by MPEDA shall be final and binding.
- iv. During the tenure of engagement of the Consultancy firm, in case MPEDA considers that the services of Consultancy firm 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.
- v. Bidders must carefully read the tender document before signing it.
- vi. The technical information should be prepared with great care, as indicated in the tender document, since it will form the basis for the technical evaluation of bidders.
- vii. Failure to provide any required information may lead to the rejection of the offer.

13. CONFIDENTIALITY

The selected bidder will have to execute the non-disclosure agreement as per the format of MPEDA (**Annexure 06**)

The selected bidder 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 bidder in the performance of the proposal and/or contract.

The bidder 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 may take legal action as deemed fit.

14. INDEMNITY

- i. The bidder 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 bidder'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 bidder or its professionals, representatives, agents, security analysts, consultants and advisors;
- ii. The responsibility to indemnify outlined in this Clause shall survive the termination of this Agreement for any reason concerning any indemnity claims arising concerning the performance hereof.
- iii. The Selected Bidder shall adhere to the quality standards, regulatory/government directives and guidelines in this regard.
- iv. The bidder must submit unconditional and unambiguous compliance with all the terms and conditions stipulated in the tender.

15. PAYMENT TERMS:

- i. The selected firm shall submit invoices for the work done at the end of every month, indicating the amount and applicable GST separately. The firm shall be paid against such invoices every month.
- ii. TDS applicable will be deducted when the payment is released.
- iii. If at any time it is felt that the service of the consultant is not satisfactory MPEDA reserves the right to terminate the agreement after giving one month notice, and get the work done by other

persons, the additional expenditure shall be made good from the consultant.

- iv. MPEDA has regional and field offices in other states and locations. If it becomes necessary for personnel to undertake journeys connected with their work, travel allowance (TA) and daily allowance (DA) for such journeys will be regulated in accordance with those applicable to MPEDA officials under Grade A or Gr.B category.
- v. The selected bidder agrees to complete the assignment as per the satisfaction of MPEDA, and no variation shall be accepted.
- vi. The invoices and the supporting documents submitted by the Firm shall be verified/certified by MPEDA and processed for payment.
- vii. No advance payment shall be paid to the Firm under any circumstances.
- viii. It is clarified that whenever, under the Agreement, any sum of money is recoverable from the Firm, MPEDA shall be entitled to recover/deduct such sum from the payments due to the Firm or performance security deposited.
- ix. The bidder hereby agrees and acknowledges the fact that the assignments provided are critical in nature and the timely delivery of the assignments is of paramount importance.

16. DISPUTE SETTLEMENT

Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall be settled by mutual consultation, and is subject to the jurisdiction of court situated in Ernakulam in case of legal course of action initiated.

17. SECURITY DEPOSIT

- i. The successful Bidder shall deposit with MPEDA ₹40,000/- as interest free refundable Performance security deposit or shall furnish to MPEDA an irrevocable and unconditional performance bank guarantee of an equivalent amount ("Performance Bank Guarantee"), issued by a Scheduled Bank acceptable to MPEDA, which may be forfeited and appropriated in accordance with the provisions hereof (both called the "Performance Security").
- ii. Security Deposit should be submitted within 2 weeks from the date of acceptance of the assignment.
- iii. The Performance Security shall be released within 15 days after the payment of the final bill, as well as the completion certificate issued by MPEDA.

In case of breach of Contract or violation of any terms of the Contract, the Security Deposit shall be forfeited.

18. CORRUPT & FRAUDULENT PRACTICES

- i. The Bidder shall ensure compliance with the applicable guidelines issued by the Central Vigilance Commission.
- ii. As per the Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of contracts.
- iii. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- iv. “Fraudulent Practice” means a misrepresentation of facts to influence a procurement process or the execution of contract to the detriment of MPEDA and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive MPEDA of the benefits of free and open competition.
- v. MPEDA reserves the right to declare a bidder ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the Successful Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Annexure-1

(COVERING LETTER- BID)

Date:

To

The Secretary
MPEDA
Panmpilly Nagar
Kochi -682 036

Sir,

Sub: Your Tender No.

**ENGAGEMENT OF CHARTERED ACCOUNTANT SERVICE FOR MPEDA,
Ernakulam. Kerala.**

With reference to the above, having understood and agreed 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 30 days.

Yours faithfully,

(Name and Designation, Stamp of the CA Firm)

ANNEXURE-2**Eligibility Criteria
(Particulars of the Bidder)****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	Bidder should be a C&AG-empanelled Chartered Accountant firm located in Ernakulam District, Kerala, and have a minimum of two years' experience conducting Statutory Audits/ Internal Audits for Government organisations, listed companies, academic institutions, etc.	Copy of Certificate of empanelment by C&AG. Copy of work order issued by the firm for statutory/ internal audit for Government organisations, listed companies, academic institutions, etc.		
2	The firm must have its head office, a fully functional office, in Ernakulam District, Kerala.	Copy of address proof		

3	The engaged professional must have at least three years of overall experience in accounting and auditing.	Certificate of passing of CA final exam, Experience certificate		
4	UTR OF EMD			

2. Submission of other supportive documents/requirements

If the bidder wishes to provide any additional information, a separate sheet may be enclosed. In support of the above information, self-attested copies of all Documents, wherever required, should be enclosed.

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

(Signature)

Annexure-3

UNDERTAKING/DECLARATION

(The bidder 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 a 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.

I certify that I have not been blacklisted, debarred, or disqualified by any regulatory or statutory body in India in the past. It is further granted that there is no investigation pending against me from any organisation in India.

It is certified that no actions have been initiated against me by the 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 Bidder shall be binding upon me”

(Signature with name)

Annexure-4

Details of at least 2 previous engagements/experience related to Auditing / Accounting services connected with Central Govt., State Govt., Central PSU, State PSU, Banks or any other Autonomous Body during the last 2 years as on 31.03.2025:

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

Note: Supporting Documents, including the Client Certificate, may be furnished

Annexure-5

BIDDER PROFILE–Particulars of the Bidder

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

Annexure-6

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 to the meaning or context thereof, be deemed to include its successors and permitted assigns.;

AND

----- (hereinafter referred to as “**CA Firm**”, 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 CA Firm are hereinafter 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 **Chartered Accountant 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 the terms and conditions as set forth below:

1. Confidential Information and Confidential Materials

a. “Confidential Information” means non-public information that the Disclosing Party designates as being confidential or which, under the circumstances 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 before Disclosing Party discloses 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. The Receiving Party may disclose Confidential Information in accordance with judicial or other governmental orders to the intended recipients (as detailed in this clause), provided the 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		
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Designation		
Place		
Signature		