



**REQUEST FOR PROPOSAL**  
**RFP No: CDACP/Legal/25-26/437 date: 21/05/2025**

**C-DAC invites On-Line Request for Proposals for empanelment of Law Firms for Providing Legal Services on Rate Contract & Retainership basis**

Prospective Proposers/Law Firms may download the RFP Document from [www.cdac.in](http://www.cdac.in) / <https://eprocure.gov.in/eprocure/app>. Proposers are advised to go through the instructions provided at 'Instructions for online Proposal Submission' before uploading the Proposal through <https://eprocure.gov.in/eprocure/app>. The Proposers are required to upload their Proposals as per the terms and conditions given in the RFP Document. The RFP document fee of Rs. 1000/- (non-refundable) need to be submitted as directed in the RFP Document.

**Centre for Development of Advanced Computing**  
*A Scientific Society of Ministry of Electronics & Information Technology,  
Government of India*  
*Innovation Park, Panchavati, Pashan Road, PUNE- 411008.*  
*Tel: +91-20-25503671-675*  
[mmg@cdac.in](mailto:mmg@cdac.in)

## **Disclaimer**

The information contained in this RFP document or information provided subsequently to the Proposers whether verbally or in documentary form, by or on behalf of C-DAC is provided to the Proposers on the terms and conditions set out in this document and all other terms and conditions, subject to which such information is provided.

- a) This RFP is not an agreement and is neither an offer nor an invitation to offer by C-DAC. This RFP is only meant to invite proposals from Proposers who are qualified to submit the proposals (hereafter called as “Proposers”).
- b) The purpose of this RFP is to provide the Proposers with information and to assist them in the formulation of their proposals. This RFP does not claim to contain all the information, which each Proposer may require.
- c) Each Proposer should, at his/its own costs without any right to claim reimbursement, conduct its investigations, and analysis, and should check the accuracy, reliability, and completeness of the information given in this RFP and wherever felt necessary obtain independent advice.
- d) C-DAC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability, or completeness of this RFP. The information contained in this RFP is selective and is subject to update, expansion, revision and amendment.
- e) C-DAC does not undertake to provide any Proposer with access to any additional information or to update the information in this RFP or to correct any inaccuracies if any therein, which may become apparent.
- f) C-DAC reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the proposal process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Proposers. Any information contained in this RFP will be superseded by any later written information on the same subject made available/accessible to Proposers by C-DAC. Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law.
- g) The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
- h) Further, C-DAC also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Proposer upon the statements contained in this RFP.
- i) C-DAC reserves the right to reject any or all the proposals received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Proposer might suffer due to such reason. The decision of C-DAC shall be final, conclusive and binding on all the Proposers directly or indirectly connected with the proposal process.

- j) C-DAC reserves the right to disqualify any Proposer should it be deemed so necessary at any stage on the grounds of national security.

## RFP Schedule

Name of the Organisation	<b>Centre for Development of Advanced Computing (C-DAC)</b>
Date of Release of RFP	21/05/2025
Date of Pre-Proposal Meeting (ONLINE)	29/05/2025 @ 11.00 (ONLINE) <b>Meeting link:</b> <a href="https://edpo-vc.webex.com/edpo-vc/j.php?MTID=mcaed864ea9e61e856c1f5f2167b9a576">https://edpo-vc.webex.com/edpo-vc/j.php?MTID=mcaed864ea9e61e856c1f5f2167b9a576</a>
Last date of submission of Proposals	11/06/2025 upto 15.00 Hrs.
Date of opening of Proposals	11/06/2025 on 15.30 Hrs.
Place of opening of Proposals	C-DAC, Innovation Park, Panchavati, Pashan Road, Pune – 411 008.
Date of Presentation	Shall be communicated to the qualified proposers post proposal opening.
Bank Details for on-line remittance	Name of Bank: IDBI Bank Address: 1 <sup>st</sup> Floor, Plot No. 421/A, CTS No. 1071, Gokhale Road, Near Symbiosis Atur Centre, Pune – 411016. Branch Code: 600 Account No.: 60010010004258 IFSC/NEFT Code: IBKL0000600 MICR Code: 411259027 Swift Code :IBKLINBB007

### Instructions for On-line proposal submission:

The Proposers are required to submit soft copies of their Proposals electronically on the CPP Portal, using valid Digital Signature Certificates.

### Registration:

- Proposers/Law Firms are required to register on the e-Procurement module of the Central Public Procurement Portal (url: <https://eprocure.gov.in/eprocure/app>).
- For registration, valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, is essential.
- Proposers then can log into the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

### Assistance to Proposers:

Any query relating to the process of online Proposal submission or queries relating to CPP Portal in general may be directed to the 24\*7 CPP Portal Helpdesk on :- 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787, e-mail for Technical - support-eproc@nic.in.

## **Section - I: General Conditions/ Instructions**

### **1. Introduction:**

Centre for Development of Advanced Computing (C-DAC) is an autonomous Scientific Society of, Ministry of Electronics & Information Technology, Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trusts Act 1950, having its Corporate Office at Innovation Park, Panchavati, Pashan Road, Pune- 411008.

C-DAC was set up to emerge as a premier R&D institution for the design, development and deployment of electronic and ICT technologies and applications for socio economic advancement with the mission of expanding the frontiers of Information and Communication Technologies, evolving technology solutions, architectures, systems and standards for nationally important problems, achieving rapid and effective spread of knowledge by overcoming language barriers through application of technologies, sharing experience and know-how to help build advanced competence in the field of Information Technology, bringing benefits of Information Technology to society, and utilizing the Intellectual Property generated by converting it to business opportunities.

C-DAC has been engaged in multiple areas of ICTE, more specifically in the areas of High Performance Computing, Cloud and Grid Computing and their applications; Multi-lingual computing and its applications; Professional Electronics and its applications; Software Technologies including turnkey solutions related to Governance, Processes, Societal Applications, Telecom, Finance, Power, Health etc.; Cyber Security including data security and cyber forensics, and in Education and Training pertaining to high end computing. **C-DAC invites Proposals from Law Firms for their empanelment to Provide Legal Services to C-DAC as per scope given in Section – II of this document.**

**The brief of services expected to be provided by the Law Firms are given below:**

1. Drafting and Vetting of Agreement, Contracts, MOUs etc related to Technical and Administrative activities of C-DAC. This requires techno legal expertise in the domain where C-DAC is engaged and as required in the area of Information Technology.
2. Attending office meetings and on-line conferences on various matters including MoUs / Agreements / Contracts / IPR / RTI, Court cases etc.
3. Providing legal advice/opinions on various matters.
4. Conducting legal audit of existing documents, including vetting/ designing of existing templates and formats.
5. Handling of matters on case to case basis before Supreme Court, High Courts, Lower Courts, Labour Courts, CAT, NCSC, or any other similar Commissions / Tribunals / Competent Authorities.
6. Providing whatsoever legal and ancillary assistance as and when needed.

**The detailed scope of services is given in Section - II of this document.**

Contact information:

**Mrs. Kamalika Bhattacharjee- 9821921991**

Two Proposal System:

The two e-Proposals system will be followed for this RFP. In this system, Proposers must submit their offer - online in separate packets as explained below:

**Online – e-Packet No. 1: "Qualifying e-Proposal" shall contain following documents in .pdf format only:**

- 1.1. Covering letter as per format given in **Annexure – A.**
- 1.2. Copy of certificate of registration of Law Firm (or equivalent document)
- 1.3. Copies of PAN/TAN, GST registration certificates, as applicable.
- 1.4. Details of lawyers enrolled / registered / associated with the applying Law Firm, giving details of their experience, respective areas of expertise.
- 1.5. Relevant documents in support of credentials and qualifying criteria.
- 1.6. Undertaking towards proposer/beneficial owner from the Land Border Sharing country to India. The services offered should be in compliance with the Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI.
- 1.7. Undertaking towards Make in India (MII) as per the Make In India Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19.07.2024 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt along with achieving Minimum Local Content as declared by the relevant Ministries/Departments (if applicable).

**On-line e-Packet 2: "Commercial e-Proposal" shall contain: (.xls format only)**

- The Commercial e-Proposal completed in all respects as per format given in Section – III of this document.

Pre-Proposal Queries: (Pre Proposal)

In case of any queries, the same can be sent on [mmg@cdac.in](mailto:mmg@cdac.in) at least a day before the date of Pre-proposal meeting. The Pre-proposal meeting shall be conducted online through Video Conferencing, Interested Proposers may send their request for joining pre-proposal meeting at least a day before on [mmg@cdac.in](mailto:mmg@cdac.in). The requisite details with regard to online pre-proposal meeting shall be shared with the interested Proposers.

#### Contract Duration:

C-DAC will make a list of empanelled Successful Law Firms and enter into a contract with them for providing legal services as stipulated in this document, initially for a period of 2 (Two) years. However, C-DAC reserves the right to extend the contract tenure further for period of 2 years, on the same terms and conditions, if agreed by the successful Law Firms.

#### Pre-Qualifying Requirements:

- a) The Proposer /Law Firm must be registered under appropriate law. The copy of valid registration certificate / GST / PAN must be submitted with the qualifying proposal.
- b) The Proposer /Law Firm should be engaged in providing legal services as on the date of issue of the subject RFP and should have been operational in India for at least 07 years as on date of 31.12.2024. Copy of valid CA certificate to be provided.
- c) The Proposer /Law Firm must have an Average Annual financial turnover during the last 3 years, ending 31 March 2024, should be at least Rs 50 Lakhs (Rs. Fifty lakhs only) in providing legal services. Copy of valid CA Certificate along with Audited Balance sheet copies to be provided.
- d) The Proposer /Law Firm must have its branches / offices / resident lawyers, atleast in 4 locations covering four regions (North, South, East & West) where C-DAC has its centres. The Proposer/Law Firm is permitted to show one branch/office/resident lawyer at a specific location for a given region, and the same cannot be used for other regions. Relevant GST proof mentioning branch details to be submitted, if applicable. The Proposer /Law Firm should have lawyers with atleast 7 years of experience in activities like drafting/ vetting agreements and MOUs related to Technical and Administrative activities similar to those of C-DAC. Curriculum vitae of lawyers to be submitted as a proof document along with their domain expertise details.
- e) The Proposer/Law Firm must have at least 5 (five) lawyers on their pay roll, each with a minimum of 7 (seven ) years of experience in handling any/all of the following domain areas. There should atleast 2 lawyers in each area of legal expertise with minimum 7 years of Experience on the Roll of Firm or registered with Firm in the following areas ;
  - i. Labour Law, Service Matters, Dealings with CAT, NCSC and similar Tribunals, Commissions, Competent Authorities, Labour Laws, Minimum Wages Act, PF Act, POSH Act etc.
  - ii. Civil Matters including but not limited to land, property, writs etc
  - iii. Criminal Matters

- iv. IT Act 2000, Cyber Security Laws, Aadhar Act, RTI, Patents and IPR etc., Contract Act, Commercial Laws, Arbitration, Taxation etc.

**Note:** In support of clause (e) the proposer is required to submit a letter duly signed by the authorised signatory of the Firm along with certified CV/Resume.

- f) The Proposer /Law Firm must be having valid current empanelment with any State/Central Government departments/ PSUs/Autonomous Bodies/Nationalized Banks under Government as on date of bidding. Copy of empanelment/authorization letter of government client to be enclosed.

**Note:** The Law firm need to submit all valid documentary proof in support of above Clauses.

#### Other Terms and Conditions:

1. The Proposer/Law Firm must have {requisite} experience and means to represent C-DAC and/or C-DAC employees at Police Stations or before relevant legal/investigation authorities during any Investigations, etc. anywhere in India.
2. The Proposer/Law Firm must have {requisite} experience and means to file Complaints, information/FIR, Applications, Affidavits, requests, legal briefs, etc. before Courts / Tribunals / Competent Authorities / Relevant Authorities on C-DAC's behalf anywhere in India.
3. Maximum 2-day turn-around time for response/opinion/analysis/suggestions on legal queries, drafts, referred cases, etc. Must assist C-DAC immediately, where required/requested, and especially when time is of essence as perceived by C-DAC.
4. Proposer /Law Firm should have their own chambers or have a good office space with facilities like Computers / Internet etc., in all their offices covering four regions.

Proper required procedures should be adopted by the Proposer /Law Firm with respect to maintaining security / privacy of information / documents related to hard copies / soft copies and computer based exchange of information between C-DAC and Proposer /Law Firm. Separate Non-Disclosure Agreements shall be entered into with the Successful Proposer /Law Firms / Lawyers on their roll, as the case may be.

1.1. Testimonials / references from the present clients are desirable.

1.2. Profile of Lawyers / Partners / Senior Associates with Firm may be given as below:

1.2.1. Name

1.2.2. Date of Birth

1.2.3. Educational Qualification (Certificates in support)

1.2.4. Date of Enrolment and Name of Bar Council (Copy of Enrolment Certificate and ID Card must be attached)

1.2.5. Period of Practice

1.2.6. Major areas of Practice

1.2.7. Details of Experience / Practice / Achievement

- 1.2.8. Experience in Arbitration (Documents in support)
- 1.2.9. No. of Cases handled in Supreme Court / High Court / Lower Courts (Documents in support)
- 1.2.10. Success Rate (Documents in support)
- 1.2.11. Details regarding representation of other Govt / PSU / Statutory Bodies / IT Organizations (Documents in support)
- 1.2.12. Achievements if any (Documents in support)

The Proposer /Law Firm and the lawyers on their rolls must not be black-listed or debarred by any of the Central/State Governments Departments, PSUs, any Autonomous Institutes, Supreme Court, High Courts or Bar Council/s as on date of submission of proposals and also no disciplinary case is pending against the Advocate/ Advocate who is part of Proposer /Law Law Firm before concerned disciplinary authorities of States and Bar Council of India in the past 03 (three) years.The undertaking in this regard is required to be submitted as per **Annexure B**.

- 1.3. The Proposer /Law Firm shall intimate the change in their status, if any, prior to the completion of process of empanelment in C-DAC.
- 1.4. Any Advocate/Law Firm who appeared/advised against C-DAC before courts during last 3 years shall not be eligible to submit Application due to conflict of interest. A certificate in this regard as per **Annexure G** is required to be submitted. In case any Advocate and Law Firm despite the above apply for the Empanelment and in case the above fact comes to the knowledge of C-DAC then in such an eventuality, C-DAC shall reserve its right to take action against such Applicant (Advocate/Law Firm) including but not limited to debar them for 3 years from applying for empanelment as an advocate/law firm in C-DAC.

## **2. PROPOSAL REJECTION CRITERIA:**

Notwithstanding the above, C-DAC reserves right to summarily reject application without assigning any reasons thereof and no claim/dispute in this regard shall be entertained.

The ground for rejection will not be limited to any/all of the following grounds:

- i. Non-conformity with eligibility Criteria including General Eligibility conditions,
- ii. Deviation from the clauses of this document or conditional proposal.
- iii. Non-adherence to the applicable laws.
- iv. Non-submission of documents as per prescribed formats.
- v. Non-submission of requisite documents/information.
- vi. Incomplete application from the applicant in any respect.
- vii. Application submitted after the last date of submission as per RFP.
- viii. If documents submitted are incomplete, which do not substantially meet the requirements prescribed in this RFP.
- ix. Non submission of additional information or clarifications sought within the given time limit.

- x. Any other condition specifically mentioned in the RFP document elsewhere that says non-compliance with the clause.

### **3. Prices:**

The price quoted shall be considered firm and no price escalation will be permitted for the initial period of contract /empanelment for 2 years. (Except Govt levies/Taxes).

#### **Note-**

The contract shall be initially for a period of two (2) years. However, C-DAC reserves the right to extend the contract tenure further for a period of two (2) years, on the same terms and conditions, if agreed by the successful law firm/s.

Proposer/Law Firm must quote in INR only in the format as given in Section – III of this document.

The exact rate and amount of GST currently applicable (all inclusive price) must be submitted in the ‘Price Proposal format’. The statutory taxes and duties applicable at the time of completion of activity shall be applicable.

The Proposer/Law Firm should exercise utmost care to calculate the all inclusive price considering the correct percentage of applicable GST. In case due to any error/ oversight, the GST rate considered by the Proposer/Law Firm is different than the actual GST rate as per the tariff, the Proposer/Law Firm will not be permitted to rectify the error/oversight. The orders/ contract will be placed with the actual rate quoted by the Proposer/Law Firm or actual tariff rate, whichever is LOWER. The difference amount payable, if any, between the quoted GST rate and actual tariff rate shall be borne by the Proposer/Law Firm by adjustment in the basic price.

### **4. Evaluation of Proposals:**

The proposals submitted by Proposer /Law Firms shall be evaluated on the basis of Least Cost Selection (LCS) method line item wise i.e. lowest cost/price for each BOQ line item / service requirement. As per this system, the qualifying proposals will be evaluated in two steps.

- The Proposals will be examined based on “Pre-Qualifying Requirements” along with supporting documents to shortlist the eligible Proposer /Law Firms. The Proposers those who are not meeting the “Pre-Qualifying Requirements” shall be summarily rejected and shall not be considered for further process.
- The Proposals of only the eligible Proposers/Law Firms as per the pre-qualifying requirements shall be further evaluated based on the Technical Scoring Criteria method given below. The Proposers those who are securing minimum 75 marks in the Technical Scoring Criteria shall only be considered for Financial Proposal opening and others will be declared as “Technically Non-responsive”.

The Technical Scoring process will be done broadly on Four general parameters (A to D) and followed by a Technical Presentation of the Proposers covering Total Score of 100 marks, as defined below:

**Marks for General Parameters:**

**A. Experience-Maximum Marks 10:**

Sr. No.	Number of years of experience of the Law Firm	Marks
1	Min 7	5
2	7-10	7.5
3	10 and above	10

**B. Number of Lawyers on Roll of Firm or registered with Firm- Maximum Marks 10**

Sr. No	Number of Lawyers with minimum 7 Years experience	Marks
1	5 to 7	5
2	8 to 10	7.5
3	More than 10	10

**C. Proposers/Law Firms having more than minimum requirement of 2 lawyers (the names and other details to be clearly mentioned) in respective area of legal expertise with minimum 7 years of Experience on the Roll of Firm will get the following marks - Maximum Marks 25**

Sr. No.	Area of Legal Expertise of the Lawyers and handling cases in SC/HC/DC/Tribunals	Marks for each set of expertise
1	Civil Matters including but not limited to land, property, writs etc	5
2	Criminal Matters	5
3	Service Matters, Dealings with CAT, NCSC and similar Tribunals Commissions, Competent Authorities, Labour Laws, Minimum Wages Act, PF Act	5
4	IT Act 2000, Cyber Security Laws, Aadhar Act, RTI, Patents and IPR	5

5	Contract Act, Commercial Disputes, Arbitration, Taxation	5
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**D. Government Clients- Maximum Marks 10**

Sr. No	Number of Government Clients in last 5 years	Marks
1	1 to 5	5
2	6 to 10	7.5
3	More than 10	10

**E. Presentation- Maximum Marks 45:**

Sr. No.	Evaluation Parameters	Marks
1	<p>The presentation will be mainly evaluated against the following parameters:</p> <ul style="list-style-type: none"> <li>● Spread of areas of Legal expertise</li> <li>● Years of experience of Lawyers / Firm</li> <li>● Number and nature of cases undertaken and won</li> </ul>	

**Note: The Proposers those who are securing minimum 75 marks out of 100 in the Technical Scoring Criteria shall only be considered for Financial Proposal opening and others will be declared as “Technically Non-responsive”.**

The Applications submitted by Proposer /Law firms, which do not qualify for the eligibility criteria & Financial criteria stipulated in Clauses above, shall not be considered for further evaluation and therefore would be rejected at that stage only.

The duly constituted Evaluation Committee of C-DAC shall evaluate the proposals. The Committee shall be empowered to take appropriate decisions on minor deviations, if any.

**Signing of Rate Contract & Work Allocation:**

The Rate contract will be signed with the Proposer /Law Firms who get Technically Qualified and agree to match the Lowest Price line item wise for the subject Scope of Services initially for a period of 2 (Two) Years and the same shall be extended for another 2 years at the discretion of C-DAC.

The successful Proposer /Law Firms and the lawyers on their roll or associated with them will follow various provisions of Advocates Act, Rules and Regulations of the Bar Councils under which they are enrolled and abide by the Secrecy clause and sign NDA as a part of contract.

After rate contract empanelment, C-DAC at its own discretion shall allocate the work depending on the expertise of the Law Firms as identified during the Technical Evaluation process and Location basis in order to ensure smooth operations. Merely having the empanelment with C-DAC will not give any kind of business commitment and C-DAC shall not be held responsible for the costs & efforts put in by the prospective Proposers/Law Firms for this RFP preparation and participation. C-DAC reserves its right to further include/remove advocates/Law Firms on its panel depending upon its requirements.

Payments:

The price proposal contains two parts. **Regular Activities (Sr. No 1) and Case to Case Activities (Sr. No 2 to 5).**

1. Payment against Regular Activities- The payment for regular activities on actual execution of work shall be released on monthly basis, to the respective Firms within 30 days from the date of submission of invoice.
2. The payments for case- to-case activities – Such payments shall be released in instalments and at stages to be discussed and agreed mutually on the basis of nature of individual cases.

The GST shall be paid extra as applicable. The TDS will be deducted as applicable.

GST payable under reverse charge mechanism or as per GST law as amended from time to time

C-DAC's Right to amend / cancel:

C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Services, technical specifications, etc.

C-DAC reserves the right to cancel the entire RFP without assigning any reasons thereof.

#### **Rights of C-DAC:**

The empanelment of the successful Law Firms shall be non-exclusive and C-DAC shall have right to engage at any time other Law Firms or other Advocates including services of Law Officers of the Country to defend the matters on behalf of C-DAC at its discretion.

#### **5. The Law Firm may (on discretion of C-DAC) be debarred/terminated/removed from empanelment present and /or in future on such terms and conditions as C-DAC deems fit,**

- 5.1. If the Law Firm obtains the empanelment on the basis of fraud, false information / misrepresentation / mis-statement etc.
- 5.2. It does not take up work as per the terms of empanelment.

- 5.3. Failing to attend the hearing of the case without sufficient reason and prior information;
- 5.4. Handing over the brief of matter to another advocates or law- firms without prior written permission of C-DAC.
- 5.5. It fails to abide by advocate- client privileges.
- 5.6. Fails to maintain / honor confidentiality and secrecy of the C-DAC's data, statement and any other information.
- 5.7. Passing of information relating to C-DAC's matters to other party or their advocates, etc. which is likely to damage or cause damage to the C-DAC's interest, legal or otherwise.
- 5.8. Giving false and/or misleading information to C-DAC relating to the proceedings of any case.
- 5.9. Threatening and/or intimidating and/or abusing any of the employees or officers or representatives of C-DAC.
- 5.12. Not returning the brief when demanded or not allowing or evading to allow its inspection on demand.
- 5.11. If the Law Firm indulges or commits an act tantamount to contempt of court or professional misconduct.
- 5.12. Not acting as per C-DAC's specific instructions repeatedly.
- 5.13. Debarment of Law Firm due to any reasons by the Bar Council
- 5.14. Indulging in any financial or any other activities/controversies detrimental to the interest of C-DAC.
- 5.15. Acting in any manner which is prejudicial to the interest of the C-DAC
- 5.16. Any other reason that C-DAC considers a fit case for debarment/termination/removal of the Law Firm from empanelment.

Empanelment shall be liable to be cancelled consequent upon occurring of any or all of the above said conditions/events with immediate effect. The decision of C-DAC in this regard shall be final.

## **6. Corrupt or Fraudulent Practices:**

It is expected that the Proposers who wish to submit proposals shall have highest standards of ethics. C-DAC will reject proposal if it finds that the Proposer has engaged in corrupt or fraudulent practices while competing for this RFP.

## **7. CONFLICT OF INTEREST:**

(a) The Law Firms shall ensure that there is no conflict of interest at a relevant point of time, in matters in which such Law Firm/s are acting on behalf of or representing C-DAC, and till they are associated/empanelled with C-DAC and for the 5 years after their association/empanelment comes to an end, they shall not represent any of the opposite parties in other cases also even if C-DAC is not the party in that case.

(b) The Law Firm shall not accept any case against the C-DAC or advise any party in which they appeared or are likely to appear or advice.

(c) In the event, there appears to be a conflict of interest in any particular matter at any relevant point of time, the same should be forthwith brought to the notice of C-DAC by the law firm/s.

**8. Interpretation of the clauses:**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this RFP Document, the interpretation of the clauses by C-DAC shall be final and binding on the Proposers/successful Law Firms.

**9. Limitation of Liability:**

The liability of the successful Law Firms arising out of breach of any terms/conditions of this document or Agreement and addendums/amendments thereto, misconduct, wilful default will be limited to the total Agreement value/Professional / retainership fees received thereof.

Notwithstanding anything to the contrary above, no Limitation of Liability will apply to the Successful Law Firms' gross negligence, wilful misconduct, fraud or misrepresentation, or for damages arising from, or for any other losses that cannot be excluded or limited by law.

In no event, C-DAC, its officers, directors, representatives or employees shall be liable to the successful Law Firms for any form of incidental, consequential, indirect, special or punitive damages of any kind.

**10. Assignment:**

Successful Law Firms shall not assign, delegate or otherwise deal with any of its rights or obligation under the Contract without prior written permission of C-DAC.

**11. Jurisdiction:**

The disputes, legal matters, court matters, if any shall be subject to Pune jurisdiction only.

**12. Force Majeure:**

C-DAC may consider relaxing the service requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform obligations of successful Law Firms under the Agreement / Contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated and is beyond control such as acts of God (like earthquakes, floods, storms, epidemics, pandemics etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion or any other act beyond control of the Proposers/Law Firms.

**13. Arbitration:**

In case any dispute arises between C-DAC and successful Law Firm(s) with respect to the work assigned, including interpretation of this RFP, implementation or alleged material breach of any of its provisions, both the Parties hereto shall endeavour to settle such dispute amicably.

If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually appointed by both parties. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The seat and venue of the arbitration shall be Pune. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Pune only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

#### **14. Confidentiality Clause:**

The successful Law Firms shall abide by the confidentiality requirements, as per the Non- Disclosure Agreement (NDA) to be signed.

#### **15. Indemnification:**

Notwithstanding anything to the contrary contained herein, the Successful Law Firms shall indemnify, defend and hold harmless C-DAC, its Directors, Employees etc. from and against each and every cause of action, all claims, demands, actions, suits, proceedings (including losses, damages, tax, costs, charges and expenses) including reasonable fees of legal/attorney or liability whatsoever that may be brought or made against C-DAC by any third party as a result of :

- a. any act or omission, non-performance, wilful misconduct, negligence or non-observance by Successful Law Firm(s) or its employees/personnel of any provision of the RFP / Agreement / Contract and/or arising from their failure to comply with any law, regulation, enactment.
- b. breach of the representations and warranties contained in their proposal / Agreement / Contract;
- c. Negligence or other tortious conduct by Successful Law Firm(s) or its authorized agents or representations or statements not specifically authorized by a party herein or otherwise in writing.

**C-DAC stands indemnified from any claims raised by Associates/employees/staff of the Advocate/Law Firm relating to fees of any kind including but not limited to payment for professional fees or any services or claims relating to statutory dues. All such claims and dues shall be the sole responsibility of the Advocate/Law Firm. C-DAC also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the Associates/staff/employee of the Advocate/Law Firm while discharging their duty towards performance of services.**

**NOTE: Notwithstanding anything stated herein above, C-DAC reserves its right not to empanel any Law Firm even on fulfilling the eligibility criteria, or to postpone or cancel the process of Empanelment or to terminate the empanelment of any Law Firm at any time without assigning any reasons in this regard**

#### **16. Integrity Pact**

The Proposer/Law Firm is required to enter into an Integrity Pact with C-DAC. For this, the Proposer/Law Firm shall submit the scanned copy of signed, stamped and notarised Integrity Pact on of appropriate

denomination, as part of technical proposal, failing which, the Proposal submitted by the concerned Proposer/Law Firm will be summarily rejected. The original document should be couriered to C-DAC. The format for the Integrity Pact is provided in **no F**.

**Details of IEM is provided below:**

Shri. M P Johnson - Email ID- [johnsonmp1961@gmail.com](mailto:johnsonmp1961@gmail.com)

Shri. Vijay Kumar Singh Email ID - [vijaysinghsls10@gmail.com](mailto:vijaysinghsls10@gmail.com)

***(End of Section – I)***

## **Section - II: Scope of Services/ Activities**

C-DAC, invites proposals from experienced Law Firm (s) to submit their proposal for each of work to be carried out like defending matters on behalf of C-DAC before various courts, preparation of draft reply affidavit to be filed in cases and other miscellaneous petitions before court of law; to give legal opinion or drafting and vetting of legal documents prepared by C-DAC and to assist C-DAC in court matters etc. Drafting, vetting and finalizing of MoU's, Agreements, Contracts in Technical and Administrative Matters etc. Following is the brief scope of work:

- Service-related matters in Central Administrative Tribunals / NCSC / High Courts / Supreme Court / Commissions / Tribunals / Competent Authorities etc.
- All types of litigations including civil and criminal matters.
- Matters and litigations related to Intellectual Property Rights.
- Arbitration matters including International Arbitration Matters
- Estate related matters and litigations.
- Matters related to Labour Laws
- Matters related to Product liability towards third party
- Matters related to protection of Intellectual Property Rights
- Legal matters related to international monetary transactions
- Legal issues related to Cyber Laws, Cyber Crimes, IT Act, Aadhar Act, RTI Act etc.
- Drafting, vetting of MoU's, Agreements, Contracts in Technical and Administrative Matters
- To prepare and/or vet MoUs, agreements/contracts/RFPs/Tenders/EoI/bid documents/letters and other documents of any nature.
- To keep C-DAC informed and updated regarding the relevant rules and regulations/laws as amended from time to time.
- Conducting necessary due diligence and background verification of bidders for Expressions of Interest (EOI), Requests for Proposals (RFPs)/Tenders issued by C-DAC, as well as for entities participating in the Design Linked Incentive (DLI) Scheme, Production Linked Incentive (PLI) Scheme, and such other government assignments/projects from time to time.
- Any other matters not covered above.

### ***Brief Description of Work***

The successful Law Firm(s) would be required to carry out the activities indicated below: -

- Preparation of draft replies, para wise comments, affidavits to the Writ Petitions, Original Petitions, Suits, Complaints, Applications or similar legal /quasi legal petitions filed before Courts of Law / Tribunals and/or Competent Authorities constituted under Law.
- Prepare draft appeal as well as legal vetting to be filed before court of law against any order/judgment, injunctions of lower court/Tribunal/High Court etc. and after finalization, file the same before the appropriate court(s)/competent authorities.

- Drafting, vetting and advisories of Agreements / MoUs / Contracts / EOI / Tenders in relation to projects undertaken by C-DAC. This requires techno legal expertise in the domain where C-DAC is engaged as envisaged in the areas of Information Technology.
- Give legal opinion on specific legal matters referred to by C-DAC and / or its officials on a matter involving a point of law including any legislation, order, Judgment, OM, Resolutions of Govt. etc.
- As and when required, defend C-DAC before various courts of law / Tribunals / Commissions / Competent Authorities.
- If required and considered appropriate by the Competent Authority at C-DAC, the Attorney General for India/ Solicitor-General for India/ Additional Solicitor General/ Advocate General/ Senior Advocates, Central Government Panel counsels etc., may be engaged on behalf of C-DAC keeping in view Government of India directions from time to time, the urgency, their expertise, and stakes in a particular matter. They shall be engaged on a case-to-case basis with the approval of the Competent Authority. The empaneled Law Firms shall not delegate cases and themselves deal with the same. They may have to coordinate and work with designated Senior Advocates, if any engaged in the cases as well as with the officers of the C-DAC, if required.
- To file, plead, defend and conduct the proceedings before arbitrator in which C-DAC is a party.
- Handle labour related matter in the Labour Courts, Service Matters in Tribunals, NCST, CAT and other similar Tribunals/Authorities
- To examine legal view point in consultation with scientific/technical experts.
- To prepare notices on various matters including but not limited to Civil / Criminal / Intellectual property owned by C-DAC.
- To act as an attorney for and on behalf of C-DAC as required.
- Drafting, vetting, defending and advisories on all IPR matters.
- Shall represent C-DAC and/or C-DAC employees at Police Stations or before relevant legal/investigation authorities during any Investigations, etc. anywhere in India.
- Shall file complaint, information/FIR, Affidavit, request, legal brief, etc. before relevant authorities on C-DAC's behalf anywhere in India.
- Maximum 2-day turn-around time for response/opinion/analysis/suggestions on legal queries, drafts, referred cases, etc. Must assist C-DAC immediately, where required/requested, and time is of essence as perceived by C-DAC.
- The empanelled Law Firm shall not settle the dispute, determine the claim amount, enter into any compromise or agree to grant any concession or move any statement in Courts to this effect in any matter without prior permission in writing of C-DAC

#### **GENERAL TERMS AND CONDITIONS: -**

- Cases in which claims are below a certain pecuniary limit, C-DAC reserves the right to avail services at a capped/ consolidated fee. Further C-DAC reserves the right to fix such pecuniary limits depending on the facts and circumstances of the case.

- In connected/ analogous cases, wherein C-DAC is a party, the quoted fee shall be admissible for the first case only, 25% of the quoted fee in the first case shall be admissible towards other such each connected case. The term 'similar/connected/analogous cases' shall mean two or more cases in which identical questions of law or facts are involved or the same has been tagged as batch matter /petition by the Court.
- Request for advance payment of professional fees shall not be entertained under any circumstances.
- The Advocates/Law Firms empaneled under this Policy shall not be employees of the Company and therefore, shall not be eligible for any benefits available to its employees.
- No retainer fee shall be paid to any panel Advocate/Law Firm merely because such advocates/Law Firms have been empanelled with C-DAC .

***(End of Section – II)***

**Section- III: Format for Un-Price Financial Proposal**

Sl. No.	Item Description	Qty	Unit	Basic Charges - Rs.	GST in %	Total amount with GST Rs.
1	2	3	4	5	6	7
1	<b>Regular Activities</b>					
1.01	Drafting, Vetting of RFP/Tenders/EOIs, Agreements and MOUs related to Technical and Administrative activities of C-DAC. Standard MoU / Agreement formats available with C-DAC. Note: Generally, C-DAC processes <b>400(approx.) MoUs / Agreements every year and the same shall be shared among the law firms to be empanelled, as per the work allocation process.</b>	1	Per Document			<b>0.00</b>
1.02	Drafting, Vetting of RFP/Tenders/EOIs, Agreements and MOUs related to Technical and Administrative activities of C-DAC. This requires highly techno legal expertise in the domain and/or interdisciplinary approach where C-DAC is engaged as envisaged in Information Technology Act and various relevant Acts including R&D projects.	1	Per document			<b>0.00</b>
1.03	Number of Office Visits for Meetings by the concerned expert advocate. (Minimum 25 visits per year in any of the C-DAC offices). Note: <b>The travel,</b>	1	Per Visit			<b>0.00</b>

	<b>Lodging &amp; Boarding expenses to be borne by the Successful Law Firm.</b>					
1.04	Number of Online Conferences (Minimum 50 conferences per year) with the concerned expert advocate	1	Per Meeting			<b>0.00</b>
1.05	Proactive General Legal Advices on various issues (50 advices (approx.) per year <b>shall be shared among the law firms to be empanelled.</b> )	1	Per Advice			<b>0.00</b>
1.06	Legal Audit of existing documents and processes including Vetting / Designing of existing Templates and Formats and new formats – One audit in a year per Law firm depending on the subject.	1	Per Audit			<b>0.00</b>
1.07	Conducting necessary due diligence and background verification of bidders for Expressions of Interest (EOI), Requests for Proposals (RFPs)/Tenders issued by C-DAC, as well as for entities participating in government assignments/projects/ schemes from time to time.	1	Per bidder			<b>0.00</b>
2	<b>Case to case Activities - in Supreme Court</b>					
2.01	Admission	1	No			<b>0.00</b>
2.02	Drafting	1	No			<b>0.00</b>

2.03	Opinion	1	No			<b>0.00</b>
2.04	Effective Hearing	1	No			<b>0.00</b>
2.05	Non-effective hearing	1	No.			<b>0.00</b>
2.06	Miscellaneous	1	No			<b>0.00</b>
3	<b>Case to case Activities - in High Court</b>					
3.01	Admission	1	No			<b>0.00</b>
3.02	Drafting	1	No			<b>0.00</b>
3.03	Opinion	1	No			<b>0.00</b>
3.04	Non- effective Hearing	1	No			<b>0.00</b>
3.05	Effective Hearing	1				
3.06	Miscellaneous	1	No			<b>0.00</b>
4	<b>Case to Case Activities in Lower Courts</b>					
4.01	Admission	1	No			<b>0.00</b>
4.02	Drafting	1	No			<b>0.00</b>
4.03	Opinion	1	No			<b>0.00</b>
4.04	Non-effective Hearing	1	No			<b>0.00</b>
4.05	Effective Hearing	1	NO			<b>0.00</b>
4.06	Miscellaneous	1	No			<b>0.00</b>
5	<b>Case to Case activities pertaining to IPR</b>					
5.01	Drafting of Patent Application	1	No			<b>0.00</b>
5.02	Patent Filing within India	1	No			<b>0.00</b>
5.03	Patent Filing Outside India*	1	No			<b>0.00</b>

5.04	Publishing, Examination, Report Issue	1	No			<b>0.00</b>
5.05	Hearing / Defending	1	No			<b>0.00</b>
5.06	Grant of Patent	1	No			<b>0.00</b>
<b>Total in Figures</b>						<b>0.00</b>

**\* The statutory charges involved with patent filing at abroad shall be borne by C-DAC at actuals.**

**Notel-** The above charges to be quoted by the Proposers for the each line items of services excludes all Travel, Lodging & Boarding expenses, except the ones wherein its otherwise mentioned. If an advocate from the empanelled law firm is required to undertake an outstation journey in connection with the case, he/she shall be entitled to the actual TA/DA reimbursement as per C-DAC policy

**Notell-** In case any new type of services emerges during the rate contract period other than the above mentioned BoQ Line Items, C-DAC shall have the option to execute the same at the lowest prevailing market rate as obtained from the empanelled agencies through a limited quotation process.

**Notelll-** The above rates shall be valid during the rate contract period of 2 Years and in case of any extension of contract beyond 2 years, an increment upto 10% may be considered for each line items of services to be mutually agreed depending on the prevailing market conditions.

**NotelV-** Proposers must offer the prices in above format in CPP Portal under Price Proposal Section Only and in case of disclosing any price details in the Technical Proposal documents, it will lead to rejection.

**NoteV -Effective Hearing:** Effective Hearing shall mean and include a hearing in which either one or both the parties involved in a case are heard by the court on the facts or Law of the case and/or Examination-in-chief/ cross examination is conducted, issues/charges have been framed and statement recorded and/or order is passed to this effect. If the case is mentioned by the other side for adjournment and is adjourned or no hearing takes place and the matter is simply adjourned, the same would not constitute an effective hearing.

**Note VI-** Non-effective hearing means and includes cases where the advocate has gone to the court but no effective hearing has taken place and the matter is simply adjourned.

**Note VII-** Miscellaneous charges viz., Xerox, scan, court fees, notary, etc., will be paid on actuals based on the invoices/ documents/ clarifications submitted by the Advocate and verified/ accepted by C-DAC.

**(End of Section – III)**

**Annexure – A: Covering Letter**

Date:

**To,  
Centre Head ,  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA**

**Subject: Submission of proposal for providing Legal Services**

Dear Sir,

We, the undersigned, offer to provide Legal services in response to your RFP No. **CDACP/Legal/25-26/437**. We hereby submit our proposal for the same, comprising of qualifying proposal and the Financial Proposal, in two separate sealed envelopes.

We hereby declare that all the information and statements made in this proposal are true and we accept that any misinterpretation contained in it, may lead to our disqualification.

We undertake that the information provided in the proposal is true and correct to the best of our/my knowledge.

We hereby certify that my/ our Firm has not been disqualified and / or blacklisted by any Office/ Department/ Undertaking of the State Government / Central Govt. of India, PSU/ Autonomous Body of Government of India or by any High Courts, Supreme Court, Bar Council, at the time of submission of this proposal.

We hereby declare that we have no animosity / hostile interest against C-DAC.

We agree to abide by all the terms and conditions of the RFP, including corrigenda. We would hold the terms of our proposal valid for 90 days as stipulated in the RFP.

We understand you are not bound to accept any Proposal you receive.

The undersigned is authorized to sign this proposal document. The authority letter to this effect is enclosed.  
Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

***Annexure – B: Non-Black Listing undertaking***

Date:

**To,**  
**Centre Head ,**  
**Centre for Development of Advance Computing,**  
Innovation Park, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA

The Proposer /Law Firm and the lawyers on their rolls are not black-listed or debarred by any of the Central/State Governments Departments, PSUs, any Autonomous Institutes, Supreme Court, High Courts or Bar Council/s as on date of submission of proposals and also no disciplinary case is pending against the Advocate/ Advocates who is part of Proposer /Law Firm before concerned disciplinary authorities of States and Bar Council of India in the past 03 (three) years.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

## ANNEXURE C – EMD UNDERTAKING

Date:

To:

The Centre Head,  
Centre for Development of Advanced Computing (C-DAC) Innovation  
Park, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA

**Subject: Undertaking as per GFR – 2017, Rule 170(iii)**

Dear Sir,

We, the undersigned, offer to provide Legal services in response to your RFP No **CDACP/Legal/25-26/437**. We hereby submit our proposal for the same, comprising of qualifying proposal and the Financial Proposal, in two separate sealed envelopes.

As a part of eligibility requirement stipulated in said RFP document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our proposal shall remain valid for 120 days from the date of submission and that we will not withdraw or modify our proposal during the validity period,
2. In case, we are declared as successful Proposer/Law Firm and an intimation is sent to us, we will submit the acceptance in writing within 7 days of receipt of the intimation letter.
3. In case, we are declared as successful Proposer/Law Firm and an Agreement is to be executed with us, we undertake, to submit a Performance Security / PBG of 5% of the order value, as per terms stipulated in the RFP.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as in-eligible for said RFP and /or debarred from any **future Proposal process of C-DAC for a period of minimum one year.**
5. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: e-  
mail:

Mobile No:

**ANNEXURE D - CERTIFICATE/UNDERTAKING FROM PROPOSER/LAW FIRM**

(ON LETTERHEAD)

To:

Centre Head,

C-DAC, Pune – 411008

Ref: RFP No - **CDACP/Legal/25-26/437** dt. 21.05.2025

We have read the clause mentioned in Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI regarding restrictions on procurement from a Proposer/Law Firm of a country which shares a land border with India.

In view of this, we certify that,

- a. We are not from a country sharing land border with India and any registration as mentioned in said OM is not applicable to us.

OR

- b. We are registered with the competent authority as mentioned in said OM. The copy of registration No..... dt ..... is enclosed.

(Delete whatever is not applicable) For (Name of Proposer/Law Firm)

Authorized Signatory (Name & Signature) (Company's Seal)

**ANNEXURE E – MAKE IN INDIA DECLARATION**  
**(PLEASE SUBMIT THE CERTIFICATE AS PER FORMAT GIVEN BELOW)**

**To,**  
**Centre Head ,**  
**Centre for Development of Advance Computing,**  
**Pune – 411008**

**Sub: Tender for - Empanelment of Law Firms for Providing Legal Services on Rate Contract & Retainership basis**

**Ref: Tender No. CDACP/Legal/25-26/437**

We hereby certify that the goods / software / solution being offered by us vide our proposal, comply with the provisions of the Make In India Order No. P-45021/2/2017-PP(BE-II)- Part(4)Vol.II dated 19.07.2024 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, GoI along with achieving Minimum Local Content as declared by the relevant Ministries/ Departments.

We also certify that, we are not from a country sharing land border with India as defined in Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI and the goods/software offered by us comply with the provisions of said order (details provided below).

**We hereby certify the details pertaining to Services offered by us, against the tender requirement is given below:**

<b>Sr No</b>	<b>Item Description,</b>	<b>Country of origin OEM</b>	<b>Country of Manufacture of item</b>	<b>Percentage of local contents</b>
<b>1</b>				
<b>2</b>				

*Note 1: The Country of origin / manufacturing, should be declared for goods/ software/ solution being offered.*

*Note 2: C-DAC reserves the right to accept / Reject / Cancel the bid / bidder, at its sole discretion, based on the responses received against the MII and Land border sharing declarations submitted by the bidders / vendors.*

For (Name of bidder)  
Authorized Signatory Name & Designation:  
**Mobile No:**

**Annexure- F**

**INTEGRITY PACT**

This Integrity Pact (“the Pact”) is made and executed on this \_\_\_\_ Day of \_\_\_\_\_ Two Thousand Twenty \_\_\_\_\_ at \_\_\_\_\_.

**By and Between**

**Centre for Development of Advanced Computing (C-DAC)**, an autonomous scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trusts Act 1950, having its registered Office at Savitribai Phule Pune University Campus, Pune 411 007, hereinafter referred to as "C-DAC/Principal", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

and

..... hereinafter referred to as “The Proposer/Law Firm”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

(The Principal and the Proposer/Law Firm are collectively referred to as “the Parties”).

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ----- (“the Contract”). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Proposers/Law Firms. The Principal intends to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into. The Principal also intends that Proposers/Law Firms should abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Proposers/Law Firms shall commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, the Principal, by way of this Integrity Pact (“the Pact”) will appoint Independent External Monitor (“IEM”) who will monitor the RFP process and the execution of the Contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Pact and agree as mentioned below.

**Section 1**  
**Commitments of the Principal**

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following:-
  - a) No employee of the Principal, personally or through relatives or any other person, will in connection with the RFP, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit or any other advantage from the Proposers/Law Firms which he/she is not legally entitled to.
  - b) The Principal will, during the RFP process treat all Proposers/Law Firms with equity and reason. The Principal will in particular, before and during the RFP process, provide to all Proposers/Law Firms the same information and will not provide to any Proposers/Law Firms additional/confidential information through which the Proposers/Law Firms could obtain an advantage in relation to the RFP process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion and the same is prima facie found to be correct in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case while such enquiry is being conducted by the Principal, the proceedings under the contract shall not be stalled.

**Section 2**  
**Commitments of the Proposer/Law Firm**

- 1) The Proposer/Law Firm commits to take all measures necessary to prevent corrupt practices, unfair means and illegal activities. He commits himself to observe the following during his participation in the RFP process and during the contract execution:
  - a) The Proposer/Law Firm undertakes that he/she has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the RFP process or during the execution of the contract.
  - b) The Proposer/Law Firm will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the RFP process or the execution of the contract or to any third person any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the RFP process or during the execution of the contract.

- c) The Proposer/Law Firm will not enter into any agreement or understanding with other Proposers/Law Firms in connection with the proposal, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelisation in the RFP process.
- d) The Proposer/Law Firm will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the Proposer/Law Firm will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Proposer/Law Firm also undertakes to exercise due and adequate care of any such information so divulged.
- e) The Proposer/Law Firm further confirms and declares to the Principal that the Proposer/Law Firm is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Proposer/Law Firm, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- f) The Proposer/Law Firm will, when presenting their proposal, disclose any and all payments they have made, are committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.
- g) The Proposers/Law Firms of foreign origin shall disclose the name and address of agents and representatives in India related to this RFP. Similarly, the Proposers/Law Firms of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this RFP.
- h) The Proposer/Law Firm shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) If the Proposer/Law Firm or any employee of the Proposer/Law Firm or any person acting on behalf of the Proposer/Law Firm, either directly or indirectly, is a relative of any of the officers of the Principal, or alternatively, if any relative of an officer of the Principal has financial interest / stake in the Proposer's/Law Firm's organisation, proprietorship, company, etc. the same shall be disclosed by the Proposer/Law Firm at the time of filing of proposal. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.
- j) The Proposer/Law Firm shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

- k) The Proposer/Law Firm shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the RFP process or under any Agreement which may be negotiated or executed with Principal. Proposer/Law Firm and its employees, agents, advisors and any other person associated with the Proposer/Law Firm must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest between the interests of Principal or any other interests during this RFP process or through operation of the Agreement.
  - l) The Proposers/Law Firms who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to RFP process or the Contract are presented before the IEM and awaiting the final decision.
- 2) The Proposer/Law Firm will not instigate third persons to commit above mentioned acts / omissions / offences outlined above or be an accessory to such offences.

### **Section 3**

#### **Disqualification from RFP process and exclusion from future contracts**

- 1) If the Proposer/Law Firm, before the Contract is awarded, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Proposer/Law Firm into question:
- a) the Principal is entitled to disqualify the Proposer/Law Firm from the RFP process or to terminate the Contract, if already signed, for such reason.
  - b) the Principal is entitled to exclude the Proposer/Law Firm from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Proposer/Law Firm and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and maximum of three (3) years.
- 2) An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.
- 3) The Proposer/Law Firm accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision of disqualification/exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4) If the Proposer/Law Firm can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.

**Section 4**  
**Compensation for Damages**

- 1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Proposer/Law Firm:
  - a) To forfeit the Earnest Money/Proposal Security if the Proposer/Law Firm is disqualified from the RFP process prior to the award in terms of Section 3;
  - b) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Proposer/Law Firm in terms of Section 3.
  - c) To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Proposer/Law Firm.
  - d) To immediately cancel the contract, if already signed, without giving any compensation to the Proposer/Law Firm. The Proposer/Law Firm shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation / rescission and the Principal shall be entitled to deduct the amount so payable from the amount due to the Proposer/Law Firm.
  - e) To recover all sums already paid by the Principal, with interest at \_\_% @ p.a. if any outstanding payment is due to the Proposer/Law Firm from the Principal in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.
  - f) To recover all sums paid in violation of this Pact by the Proposer/Law Firm to any middleman or agent or broker with a view to securing the contract.

**Section 5**  
**Previous transgression**

- 1) The Proposer/Law Firm declares that he has not committed any transgressions in the last three (3) years against any Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could invite/justify his exclusion from this RFP process.
- 2) Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the RFP process or termination of the Contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

**Section 6**  
**Equal treatment of all Proposers/Law Firms**

- 1) The Principal will enter into Pacts on identical terms with all Proposers/Law Firms.

- 2) The Proposer/Law Firm assures to procure from all their empanelled advocates an undertaking for the adoption of this Pact. The Proposers/Law Firms shall be responsible for any violation (s) of the provisions laid down in the Pact by any/all of their employees, empanelled advocates.
- 3) The Principal will be entitled to disqualify from the RFP process all Proposers/Law Firms who do not sign this Pact or violate its provisions.

## **Section 7**

### **Independent External Monitor / Monitors**

- 1) The Principal appoints competent and credible Independent External Monitor as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non- Disclosure Agreements' along with a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.
- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 3) The Proposer/Law Firm accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the documents/ records/ information provided by the Proposer/Law Firm. The Proposer/Law Firm will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Proposer/Law Firm Subcontractor with confidentiality.
- 4) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Proposer/Law Firm. The Parties will offer to the IEM the option to participate in such meetings.
- 5) As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Proposer/Law Firm to present his case before making its recommendations to the Principal.

- 6) The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.
- 7) If the IEM has reported to the Chairperson of the Board of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, or any other relevant laws and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8) The word 'IEM' would include both singular and plural.

### **Section 8 Pact Duration**

- 1) This Pact comes into force when both parties have signed it. It expires for the Proposer/Law Firm 12 months after the last payment under the respective contract, and for all other Proposers/Law Firms 6 months after the contract has been awarded.
- 2) If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

### **Section 09 Other provisions**

- 1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Pune. The Arbitration clause provided in the main RFP document / contract shall be applicable to any issue / dispute arising under this Pact.
- 2) If the Contractor is a partnership or a consortium, this Pact must be signed by all partners or consortium members.
- 3) In case of any allegation of violation of any provisions of this Pact or payment of commission etc. the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Proposer/Law Firm and Proposer/Law Firm shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.
- 4) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like warranty/ guarantee etc. shall be outside the purview of IEM.

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For the Principal

Place -----

Date -----

-----

For the Proposer/Law Firm

Witness 1 : -----

Witness 2: -----

**ANNEXURE G - CERTIFICATE/UNDERTAKING FROM PROPOSER/LAW FIRM**

(ON LETTERHEAD)

To: Centre Head,

C-DAC, Pune – 411008

Ref: RFP/ Inquiry No. CDACP/Legal/25-26/437 dt. 21.05.2025

I, the undersigned hereby certify that,

1. The Law Firm named as \_\_\_\_\_, or any of the advocates engaged/appointed/associated with/empanelled in this Law Firm have not appeared/advised against C-DAC before any of the courts/High Courts/Supreme Court/tribunals/Arbitrators/competent authorities during last 3 years.
2. The Law Firm named as \_\_\_\_\_, or any of the advocates engaged/appointed/associated with/empanelled in this Law Firm have no animosity/hostile interest/conflict of interest against C-DAC.

We understand that in case the Law Firm named as \_\_\_\_\_, or any of the advocates engaged/appointed/associated with/empanelled in this Law Firm is found guilty or the above mentioned facts come to the knowledge of C-DAC, then in such an eventuality, C-DAC shall have the right to take action against this Law Firm/Advocate/Associate including but not limited to debar them for 3 years from applying for empanelment as an advocate/law firm in C-DAC.

For (Name of Proposer/Law Firm)

Authorised Signatory (Name & Signature)

(Company's Seal)

**CHECKLIST for RFP No. CDACP/Legal/25-26/437**

**Note:**

- 1. Complete RFP document /technical proposal needs to be page numbered, signed and stamped by the Authorised Signatory as token of your acceptance of the RFP.**
- 2. Please submit the documents as per the sequence provided below.**
- 3. Any additional information should be submitted at the end of the Technical Proposal.**
- 4. Please submit duly filled checklist.**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Please tick or provide Details</b>	<b>RFP page number range</b>
A	RFP fees of Rs. 1000/-	Yes / No	
1	Copy of certificate of registration of Law Firm (or equivalent document)	Yes / No If yes, provide no:  Date of Registration:	
2	Branches in India covering four regions (North, South, East & West) with documentary proof as per RFP	Number of Branches:  Please provide the name of the city of branches covering four regions):	
3	Address proof of branches	Yes / No	
4	PAN	Yes / No If yes, PAN No.:	
5	TAN	Yes / No If yes, TAN No.:	
6	GST	Yes / No  If Yes, GST No:	
7	Number of lawyers enrolled / registered / associate		

8	<p>Details of Lawyers enrolled / registered / associated (Submit a letter duly signed by the authorised signatory of the Firm along with certified CV/Resume)</p>	<p>a) Name :</p> <p>Experience: ____ years ____ months</p> <p>Domain Areas : _____ _____ _____</p> <p>b) Name :</p> <p>Experience: ____ years ____ months</p> <p>Domain Areas : _____ _____ _____</p> <p>c) Name :</p> <p>Experience: ____ years ____ months</p> <p>Domain Areas : _____ _____ _____</p> <p>d) Name :</p> <p>Experience: ____ years ____ months</p> <p>Domain Areas : _____ _____ _____</p>	
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		<p>e) Name :</p> <p>Experience: _____ years</p> <p>_____ months</p> <p>Domain Areas : _____</p> <p>_____</p> <p>_____</p> <p>Note: Add more lines/details as required</p>	
9	Bio data / Curriculum vitae of lawyers	Yes / No	
10	Annual Financial Turnover of firm (CA Certificate to be submitted)	<p>FY 2023-2024:</p> <p>FY 2022-2023:</p> <p>FY 2021-2022:</p>	
11	Details of current empanelment with any State/Central Government departments/ PSUs/ Autonomous Bodies/Nationalized Banks under Government as on date of proposal.	<p>Yes / No</p> <p>(Submit empanelment / authorisation letter of government client)</p> <p>If Yes, pl. provide details (Name of the organization) :</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>	
12	Covering letter as per <b>Annexure A</b> of RFP document	Yes / No	
13	Non Blacklisting undertaking as per <b>Annexure B</b> of RFP document	Yes / No	
14	EMD Undertaking – <b>Annexure C</b>	Yes / No	
15	Land border sharing	Yes / No	

	Undertaking – <b>Annexure D</b>		
16	MII Undertaking – <b>Annexure E</b>	Yes / No	
17	Integrity Pact – <b>Annexure F</b>	Yes / No	
18.	Undertaking as to non-appearance against C-DAC – <b>Annexure G</b>	Yes / No	
18	Testimonials / references from the present clients		
19	Any other document as requested in the RFP		

**Undertaking:**

Above information given as per checklist is true and correct.

Seal and Authorized Signature

(Name of the Bidder)

Mobile No.

**Note- Without Checklist, Bidder Technical Proposal will not be considered for further processing.**