Notice inviting tender through e-procurement (For outsourcing of Manpower Services at MPEDA)

Online bids through e-tendering are invited on behalf of THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY from interested, registered, well-established, manpower service providers for providing following manpower at its Head office at Panampilly Nagar, Kochi;

1. Armed Security Guards (01)
2. Security Guards (03)
3. Office Attendant-cum-Driver (02)
4. Peon (01) and
5. Lab Attendant (02)
6. Electrician cum Plumber (01)

The details of tender are enumerated in the following annexure. Please read the annexure attached with it before bidding.

Annexure-1: Notice and Instructions
Annexure-2: Terms and conditions
Annexure-3: Acceptance of Terms and Conditions
Annexure-4: Technical bid
Annexure-5: Checklist for technical bid
Annexure-6: Bidder's Experience
Annexure-7: Monthly wages for the Personnel
Annexure-8: Financial Bid (BoQ)
Annexure-9: Instructions for online bid submission
Annexure-10: Draft Specimen Agreement
# CRITICAL DATE SHEET (SECTION)

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>The Marine Products Export Development Authority, (Ministry of Commerce &amp; Industry, Govt. of India) MPEDA House, Panampilly Nagar, KOCHI-682 036</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization</td>
<td>The Marine Products Export Development Authority, (Ministry of Commerce &amp; Industry, Govt. of India) MPEDA House, Panampilly Nagar, KOCHI-682 036</td>
</tr>
<tr>
<td>Date and time for Issue/Publishing</td>
<td>11.10.2018, 01.00 p.m.</td>
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<tr>
<td>Document Download Start Date and Time</td>
<td>11.10.2018, 05.00 p.m.</td>
</tr>
<tr>
<td>Document Download End Date and Time</td>
<td>03.11.2018, 10.00 a.m.</td>
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<tr>
<td>Bid Submission Start Date and Time</td>
<td>11.10.2018, 05.30 p.m.</td>
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<tr>
<td>Bid Submission End Date and Time</td>
<td>03.11.2018, 03.00 p.m.</td>
</tr>
<tr>
<td>Date and Time for Opening of Technical Bids</td>
<td>05.11.2018, 11.00 a.m.</td>
</tr>
<tr>
<td>Address for communication</td>
<td>Deputy Director (Admn) The Marine Products Export Development Authority, (Ministry of Commerce &amp; Industry, Govt. of India) MPEDA House, Panampilly Nagar, KOCHI-682 036 Tele: 0484 2311979</td>
</tr>
</tbody>
</table>

1. The tender form/bidder document may be downloaded from the Website: [www.mpedia.gov.in](http://www.mpedia.gov.in) and [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). Online Submission of Bids only through Central public procurement portal ([https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) is mandatory. Manual bids shall not be accepted. Tenderers/bidders are requested to visit the website: ([https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) regularly. Any changes/modifications in the tender inquiry will be intimated by corrigendum through this website only.

2. **Earnest Money Deposit:** The interested firms are required to deposit an Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rupees fifty thousand only) (Conditionally refundable without interest)** in the form of Demand Draft from any of the Nationalized Bank in favour of Secretary, MPEDA payable at Kochi and submit in original to the Secretary, MPEDA, MPEDA House, Panampilly Nagar, Kochi-682 036 on or before bids submission closing date i.e. 03.11.2018, 10.00 a.m. EMD will be refunded after award of contract without any interest thereon and the forfeiture of the same will be as per the rules. Quotations received without EMD.

3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. MPEDA reserves the right to accept or reject any or all the tenders.

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SUNIL KUMAR U
Deputy Director (Admn)

(Sunil Kumar.U)
E-tender notice and instructions containing terms and conditions for providing Man power services.

From:

The Secretary,
The Marine Products Export Development Authority
(Ministry of Commerce & Industry, Govt. of India)
MPEDA, House
Panampilly Nagar
Kochi-682 036

To

Dear Sir(s),

Online Bids are hereby invited for providing man power services at MPEDA, Panampilly Nagar, Kochi.

1. The terms and conditions of the contract are those contained in the Annexure 2.

2. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected out rightly.

3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations the amount of EMD will be forfeited by the MPEDA. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him.

4. The schedules/annexures of the tender should be duly filled in all respect. In the event of the space provided on the schedule/annexures form being insufficient for the required purposes, additional pages may be added and/or uploaded. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders.

5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules/annexure to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.

6. If a tenderer does not accept the offer, after issue of letter of award by MPEDA within 10 (Ten) days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the MPEDA shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure(s), if any, should be signed by the tenderer.

8. Bids are invited under two-bid system (Technical bids and financial bids). Both technical and financial bids may be uploaded. After evaluation of technical bid, the financial bid will be opened. Financial bid will be opened only to those tenderer who qualify technically.

9. The rates quoted by each firm for job/service contract in tenders should be given both in words and figure failing which the same is liable to be rejected. Tenders will be opened on the schedule date and time.

10. An amount equivalent to 5% of the annual value of contract or as prescribed by MPEDA is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit only after receiving a communication from the MPEDA. In the event of non-deposition of the same, the earnest money will be forfeited.

11. No interest on security deposit and earnest money deposit shall be paid by the MPEDA to the tenderer.

12. Monthly wages to be paid to the contractual manpower will be as specified in Annexure "7" of tender document which will be reimbursed to the contractor on submission of the bill. The agency shall pay the monthly wages to the contractual manpower on the first working day of the succeeding month without fail. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI etc... in respect of personnel deployed by it to this office. The agency shall certify that they have complied with the entire statutory obligations in each bill submitted.

13. The GST or any other tax which is as per the relevant rules shall be deducted at source from monthly bills of the successful tenderer.

14. In accordance with O.M. No. 29(1)/2014-PDP dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting ‘Nil’ charges/consideration shall be treated as unresponsive bid and it will not be considered.

15. The Secretary, MPEDA reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the MPEDA, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.

16. Decision of the Chairman, MPEDA shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement dispute shall be referred to the sole arbitrator to be appointed with mutual consent. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.

17. Acceptance by the MPEDA will be communicated by email, Speed post letter or any other form of communication or uploaded on the portal. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the email, speed post letter etc. should be acted upon immediately.

18. The MPEDA does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
19. The MPEDA reserves the right to modify any of the terms and conditions of the contract as mentioned in further annexure of this document, at its discretion, in the interest of the job/work.

20. The following document/vouchers are required to be uploaded with the technical bid:
   (a) Registration certificate of the firm under the relevant Govt. Authority.
   (b) Certified balance sheet & Profit and Loss Account of the firm for last year certified by chartered accountant may be provided in support to prove that the firm had minimum turnover of the firm not less than Rs. 2,00,00,000/- (Rupees Two Crore only) during each of the last three financial years.
   (c) Last three year's continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India/ reputed public or private organizations, with details in enclosed tabular form.
   (d) Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.
   (e) The company/firm/agency should be registered with appropriate authorities under EPF & ESIC Act (a copy may be uploaded).
   (f) The firm/agency/company should be registered with Income Tax and GST if any applicable (PAN, TAN number and GST registration No. may be furnished and a copy should be uploaded).
   (g) Annexure – 4 of the tender document is required to be filled in prescribed format only.

21. Successful tenderer will have to enter into a detailed contract agreement with MPEDA on non-judicial stamp paper of Rs. 200/- (Two hundred only) for work.

22. Only those firms will be considered for financial bid who will qualify in the technical bid.

Yours faithfully,

(Sunil Kumar .U)
Deputy Director(Admn)
Annexure-2

GENERAL INFORMATION & OTHER TERMS & CONDITIONS

I. Scope of Work:

The services as detailed below are to be provided to MPEDA located at Panampilly Nagar, Kochi. The services of following manpower is to be provided by the agency;

(i) Armed Security Guards (01)
(ii) Security Guards (03)
(iii) Office Attendant-cum-Driver (02)
(iv) Peon (01) and
(v) Lab Attendant (02)
(vi) Electrician cum Plumber (01)

The Security Guards are to work round the clock in shifts. For others, normally the office will work 5 days a week from 9.00 A.M. to 5.30 P.M but sometimes, in emergency of work, services are to be rendered on Saturday and Sunday and beyond office hours also including holidays. For Driver and Watchman the maximum limit of Over Time Allowance (OTA) will be 45 hours per month @ Rs. 16.50/- per hour subject to prior approval of overtime by competent authority. The overtime will be calculated after 9 hour and 30 minutes in a working day.

EPF & ESI contribution should as per provisions of Kerala Govt. and the same should be mentioned by the Tenderer in the BoQ.

II. Terms & Conditions:

1. The number and nature of personnel required may be varied from time to time and the successful bidder shall supply manpower as per the requirement of MPEDA accordingly.

2. The personnel deployed by the successful bidder shall follow strict attendance and alternative arrangements are to be made by the agency whenever any person is absent due to any reason under intimation to this office.

3. Engaging and changing of the Personnel shall be with the approval of Secretary, MPEDA.

4. The Secretary, MPEDA reserves the right to reject any or all quotations in whole or in part assigning reasons thereof.

5. The Personnel provided shall maintain discipline in the premises of MPEDA.

6. The Personnel provided shall be capable of reading and writing and shall have;

   i. **Armed Security Guard** - Ex-Serviceman with Arm License.
   ii. **Security Guard** - Person with minimum three years service as Security Guard/Watchman in reputed organizations.
   iii. **Office Attendant-cum-Driver** - Possessing LCV Driving License and having minimum 3 years experience as Driver.
   iv. **Peon** - Matriculation or equivalent.
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v. **Lab Attendant** - Matriculation with three years experience as Attendant.

vi. **Electrician cum Plumber** - ITI/Diploma in Electrical pass with valid wireman license with three years experience

7. The agreement is terminable with one month notice on either side. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and have no claim for any absorption in the regular/otherwise capacity in MPEDA.

8. The contractor shall not sublet the work.

9. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.

10. The selected agency shall provide the necessary personnel at MPEDA as per labour laws prevalent in Govt. of Kerala. The agency shall employ adults only who are good and reliable persons with good health. In case any of the personnel so provided is not found suitable by the MPEDA, the MPEDA shall have the right to ask for his/her replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.

11. The personnel so provided by the agency under this contract will not be the employees of the MPEDA and there will be no employer-employee relationship between the MPEDA and the persons so engaged by the contractor in the aforesaid services. They shall be employees of the contractor for all purposes.

12. Payment for service contract will be made monthly upon submission of pre-receipted bill along with attendance sheets of the manpower, payment vouchers duly signed by contractual employees and EPF/ESIC challans for submission of EPF/ESIC contribution. The contractor shall submit a certificate alongwith bill that all the statutory allegations have been complied with by him.

13. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the MPEDA from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Chairman, MPEDA shall be final and binding on the contractor.

14. TDS in respect of contractor will be deducted as per rules applicable from time to time.

15. In case of tie in the lowest financial bids, the bidder having higher/highest turnover in the last financial year will be preferred.

16. **Risk Clause:** MPEDA reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
17. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and MPEDA shall in no way be responsible for settlement of such issues whatsoever.

18. The contractor/agency will furnish to the MPEDA the full particulars of the personnel sponsored, including details like name, father’s name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel from police and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the MPEDA.

19. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Council to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

20. The personnel provided shall be under the direct control and supervision of the contractor/agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the MPEDA from time to time. They will be bound by office timings, duty, placement, locations etc., as decided by the MPEDA.

21. The contractor/agency shall make payment of remuneration/wages to its personnel on the first working day of the succeeding month by cheque/RTGS Transfer. After making the payment, the Contractor shall raise the bill on the MPEDA for the entire amount as per agreement. They will submit to the MPEDA a copy of the payment vouchers duly signed by the workers for each month along with copy of challans for submission of EPF/ESIC contribution.

22. Any loss, theft or damage to the life and/or property of the employees of the MPEDA and/or property of the MPEDA shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency.

23. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the MPEDA besides annulment of the contract.

24. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

25. The competent authority of MPEDA may increase/decrease the number of Personnel to be deployed under the contract as and when required in the MPEDA and the firm agency shall deploy the manpower accordingly.

26. The monthly remuneration is fixed by MPEDA keeping in view of the minimum wages rate w. e. f. 21.07.2018 of Govt. of Kerala. The applicable wage will be increased as & when revised by the Govt. of Kerala and the contractor will claim it in his bill for reimbursement. The comparison of financial bid will be on the service charges claimed by the service provider. In case of NIL service charges the bid will be rejected.

Contract period:
27. The contract will be initially valid of one year from the date of agreement. The contract may be further extended on the same terms and conditions as decided by the MPEDA based on the mutual consent and satisfactory performance of the contractor. MPEDA may increase or decrease the monthly remuneration/wages as per relevant rules or otherwise as the case may be.

28. The agreement (annexure-10) is the part of the tender and its terms and conditions is also part of the tender.

LIQUIDATED DAMAGES CLAUSES:

(i) Any misconduct/misbehavior on the part of the Personnel deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

(ii) If the required number of workers/supervisor are less than the minimum required a penalty of Rs. 300/- per worker per day will be deducted from the monthly bill of the agency.

29. The firm shall not levy any commission in any form by any name from the deployed staff. If it is noticed that the firm is levying the commission from the staff the action will be taken accordingly which include legal action, forfeiture of performance security, cancellation of tender and blacklisting of the firm.

30. In case the service charges quoted by 2 or more bidder is same, the bidder scoring highest marks as given below will be awarded the contract:

1. Turnover
   2 - 5 Crore : 05 marks
   6 - 10 Crore : 10 marks
   Above 10 Crore : 15 marks

2. Experience in Govt./Autonomous (excluding Private companies)
   3 - 5 year : 05 marks
   6 - 10 year : 10 marks
   Above 10 years : 15 marks

3. Employee registered with ESI/EPF with documentary proof of ESI
   50 - 75  : 05 marks
   76 - 100 : 10 marks
   Above 100 : 15 marks

4. Quality
   ISO or equivalent : 5 marks
Acceptance of Terms and Conditions

Full Name & Address of the tenderer in addition to Post Box No., if any, should be quoted in all communications to this office:

Telephone No.:
Telegraphic Address/FAX/Cellular No:
E-Mail Address:

From

To,
The Secretary,
The Marine Products Export Development Authority
(Ministry of Commerce & Industry, Govt. of India)
MPEDA, House, Panampilly Nagar
Kochi-682 036

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for providing:

1. Armed Security Guards (01)
2. Security Guards (03)
3. Office Attendant-cum-Driver (02)
4. Peon (01) and
5. Lab Attendant (02)
6. Electrician cum Plumber (01)

At Panampilly Nagar Kochi and agree to provide the services as detailed in the schedule/annexures herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in annexure 7 to this tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/we shall be bound by a communication acceptance dispatch within the prescribed time.

I/we have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

a. The following pages have been added & uploaded to and form a part of this tender ______. The annexures to accompany this tender are at pages__________.

b. Every page so attached with this tender bears my/our signature(s) and the office seal.

c. DD No.________________________of Rs._________drawn in favour of Secretary, MPEDA and payable at Kochi has been sent to MPEDA.

Yours faithfully,

Date:                                      Signature & Seal of the Tenderer

Signature of witness:                      Telephone No.: Name & Designation:

Address:                                   Res.:

Office:                                   Mobile:
**Annexure-9**

**INSTRUCTION FOR ONLINE BIDS SUBMISSION**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: [http://eprocure.gov.in](http://eprocure.gov.in)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The Instructions given below are meant to assist the bidders in registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

**REGISTRATION:**

1) Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal ([https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) by clicking on the link ‘Click here to Enroll’. Enrolment on the CPP portal is free of charge.

2) As part of the enrolment process, the bidders will be required to choose unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and Mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature certificate Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their userID/password and the password of the DSC/etoken.

**SEARCHING FOR TENDER DOCUMENTS:**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tender’ folder. This would enable the CPP Portal to intimate the bidders through SMS/emails in case there is any corrigendum issued to the tender documents.

3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

**Preparation of Bids:**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender documents carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the name and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be PDF/XLS/RAR/DWF forms. Bid documents may be scanned with 100 dpi with black and white option.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again. This will lead to a reduction in the time required for bid submission process.

**Submission of Bids:**
1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidders has to digitally sign and upload the required bid documents one by one as indicated in the tender documents.
3. Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender documents. The original should be posted/couriered/given in person to the tender Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. A standard BoQ format has been provided with the tender documents to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. Bidders are required to download to BoQ file, open it and complete the while coloured (unprotected) cells with the respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidders should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The serve time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. the bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentially of the
bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date of time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**Assistance to bidders:**

1. Any queries relating to the tender document and terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002.

Mob- +91 8826246593, E-mail Id- [support-eproc@nic.in](mailto:support-eproc@nic.in).
DRAFT SPECIMEN AGREEMENT

This agreement is made at ............... (place) ................on (month/year) ...............day of between the Marine Products Export Development Authority herein after called as “MPEDA” which term shall include its Comptent Authority to execute such agreement on the first part and M/s......................(name & address of the firm) (hereinafter called the firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the MPEDA has decided to assign the contract for providing the required manpower on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f. ...............(date) ................and will remain in force for a period for one year but can be terminated by MPEDA by giving one calendar month’s notice in writing of its intentions to terminate the agreement. The agreement can be renewed/extendable on same terms, if mutually agreed, for further period as decided by the MPEDA subject to satisfactory performance of the contractor.

2. The firm shall be responsible for providing manpower as per the requirement placed in writing by MPEDA as per the approved rates at its offices at Kochi. The personnel deployed shall possess prescribed qualifications and shall be of sound mind and body.

3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the police authorities.

4. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the MPEDA shall have no liability on this account in any manner.

5. That the Firm shall ensure that all persons deployed at MPEDA premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.

6. The MPEDA shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the MPEDA.

7. The manpower deployed by the agency should work as per the working days, timings and requirement of the MPEDA.

8. Wages to be paid to the contractual manpower as per Annexure 7.

9. Monthly consolidated charges for providing manpower at MPEDA is as per terms and conditions specified and scope of work as per annexure-2 in the tender document including all the taxes viz. GST and other taxes as applicable will be paid to the firm by the MPEDA. The firm will raise a bill of this amount every month and the payment released by the MPEDA in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. The bill will be raised by the firm after making the payment to the workers employed by the firm to providing these services in presence of authorized representatives of MPEDA and enclose documentary proof with the bill. Copies of documents such as deposit challan along with list of persons showing deposit of ESIC/EPF with the concerned agencies are also to be deposited with the bill.

10. The deduction of income tax or any other tax as applicable as per relevant rules from the bills of the agency will be made at source as per rates applicable from time to time.

11. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by mutual consent. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The arbitration
proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.

12. That the firm shall issue identity card to each of the workers engaged for entry in MPEDA premises. The firm will also submit educational records, AADHAR CARD, PAN Card and police verification report to MPEDA.

13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.

14. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, MPEDA shall cancel the contract and forfeit the performance security.

15. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, Employees Compensation Act, 1923, E.P.F., E.S.I. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the MPEDA on account of any failure to comply with the obligations under various laws or damage to MPEDA due to acts/omissions of Firm.

16. It is also agreed that under no circumstances, the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the MPEDA and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the MPEDA against any claim that it may have to meet towards the employees/ workmen of the firm. Firm's employees/workmen shall have no claim to absorption/ regularization.

17. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. / Govt. of Kerala as applicable relating to this contract.

18. In case of any loss or damage to the property of the MPEDA which is attributable to the firm, the full damages will be recovered from the firm as decided by MPEDA.

19. The firm shall not transfer its right or sub-contract to anyone else.

20. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.

21. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.

22. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by MPEDA in any manner.

23. The firm shall provide a Co-ordinator for immediate interaction with the organization.

24. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

25. The firm shall deploy Personnel in MPEDA after obtaining approval of Secretary MPEDA. In case of any changes also prior approval of Secretary, MPEDA is mandatory. In case any of the personnel so provided is not found suitable by the MPEDA shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.

26. The Security Guards are to work round the clock in shifts. For others, normally the office will work 5 days a week from 9.00 A.M. to 5.30 P.M but sometimes, in emergency of work, services are to be rendered on Saturday and Sunday and beyond office hours also including holidays. For Driver and Watch man the maximum limit of Over Time Allowance (OTA) will be 45 hours per month @ Rs. 16.50/- per hour subject to prior approval of overtime by competent authority. The overtime will be calculated after 9 hour and 30 minutes in a working day.
27. The competent authority of MPEDA may increase/decrease the number of manpower under the contract as and when required and the firm will deploy the manpower accordingly.

28. Tender’s terms and conditions will be referred/interpreted if any terms and conditions not referred/reflected in this agreement. This agreement is part of the tender documents.

29. PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

Any misconduct/misbehavior on the part of the Personnel deployed by the agency will not be tolerated and such persons will have to be replaced immediately. If the required number of workers/supervisor is less than the minimum required a penalty of Rs. 300/- per worker per day will be deducted from the monthly bill of the agency.

The firm shall not levy any commission in any form by any name from the deployed staff. If it is noticed that the firm is levying the commission from the staff the action will be taken accordingly which include legal action, forfeiture of performance security, cancellation of tender and blacklisting of the firm.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm) (For the MPEDA)

Witness:-

1. ______________

2. ______________