RFP FOR
DEVELOPMENT OF MPEDA DASH BOARD
THE MARINE PRODUCTS EXPORT DEVELOPMENT
AUTHORITY (MPEDA)
(Ministry of Commerce & Industry, Govt. of
India) MPEDA HOUSE, PANAMPILLY NAGAR,
KOCHI – 36
(Ph: 91-484-2310160 e-mail: ho@mpeda.gov.in)

Date: 29 July 2020
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NOTICE INVITING TENDER

EDP-SOFT/ERP/1/2020 29/07/2020

The Marine Products Export Development Authority (MPEDA) invites e-tenders under Two Bid System viz. Technical Bid and Financial Bid from reputed agencies having expertise in design, development, hosting and maintenance of website and web related software for the development, hosting and maintenance of MPEDA Dash Board by fetching data from the existing systems on different platforms to cater the needs of the organization with integrated mobile app services for its regional divisions, Laboratories, Societies and stakeholders. The details of requirements and terms & conditions are available in the e-procurement portal https://eprocure.gov.in/ eprocure/app and MPEDA Website: https://mpeda.gov.in. Dead line for submission of bid: 1400 hrs on 19/08/2020. All bids must be accompanied with a scanned copy of the bid security (in PDF format), as mentioned. The bids are required to be uploaded in two separate parts i.e. technical bid & financial bid. The Technical bid will be opened at 1130 hrs on 21/08/2020 at the MPEDA Head Office at the address given above. The financial bids of bidders whose Technical bids get qualified would be opened at a later date.

MPEDA
A. BACKGROUND

The Marine Products Export Development Authority (MPEDA) is a statutory body under the Ministry of Commerce and Industries, Government of India, with Head Office at Kochi and branch offices in all coastal States. These offices assist the marine products exporters & processors and looks after the export oriented seafood related activities including timely advice to the aquaculture farmers and monitoring of catch by fishers in fishing harbours. MPEDA has 4 Quality Control laboratories in Kochi, Bhimavaram, Nellore and Bhubaneswar. There are 12 ELISA Laboratories for testing of banned antibiotics and pesticides for farmed Shrimps and issue Pre Harvest Test Certificates to farmers.

There are three Societies under MPEDA: (i) National Centre for sustainable Aquaculture (NaCSA) - to help the small aquaculture farmers to form clusters to produce quality shrimps in a sustainable manner, (ii) Network for Fish Quality Management & Sustainable Fishing (NETFISH) – Extension arm of MPEDA in capture fisheries focusing on Sustainable fisheries and conservation; post harvest handling and quality management in fishing, fish processing sectors at grass root level and (iii) Rajiv Gandhi Centre for Aquaculture (RGCA) – engaged in research and development of culture technology for diversified aquaculture species like crab, seabass, grouper, tilapia, cobia etc. A Multi-Species Aquaculture Complex (MAC) and hatcheries for various species functioning under RGCA produce and sell nursery/hatchery reared fish/shrimp seeds (fingerlings & post larvae) to farmers.

MPEDA has a close coordination with all stakeholders in the entire value chain of seafood exports. MPEDA regulates the industry by registering
Exporters, Processing Plants, Pre-processing units (peeling sheds), Frozen Storages and other entities under the MPEDA Act, 1972. The export oriented Aquaculture Farms and Hatcheries are also enrolled and allotted with Unique ID. The registered/enrolled entities are technically and financially assisted by MPEDA to meet the stringent parameters of traceability and quality prescribed by the importing markets such as European Union, USA and Japan. MPEDA coordinates with the governments of importing countries for meeting their statutory requirements and facilitate export of seafood from India. MPEDA acts as the Nodal agency of the Government of India for overall development of the marine products industry with special reference to export. The major stakeholders in the industry are Fishers, Aquaculture farmers, Hatchery operators, Processors, Exporters and workers in the industry. MPEDA is providing technical and financial assistance to the stakeholders apart from imparting technical training and awareness programs especially in implementation of HACCP and other quality aspects. MPEDA promotes value addition by capacity building exercises among the processing workers and awareness programs for exporters. Financial assistance is given for installing machinery for high end value addition. MPEDA is collecting data on fish sourced for export from the fishing harbours and validates Catch Certificates as per EU regulation 1005/2008. The ELISA Labs functioning under MPEDA issue Pre Harvest Test certificates to the enrolled Aquaculture Farms for their produce. Many other certificates facilitating export and market access such as DS 2031, ICCAT Swordfish Statistical Document, Country of Origin etc are also issued by MPEDA. The export promotion activities such as participation in international trade fairs along with exporters, compilation export statistics, market prices, arranging delegations to important markets, buyer-seller meets etc are also being carried out as a part of the activities. MPEDA invites tenders to select an agency to develop a dashboard which will use the existing systems at MPEDA and combine all the Key Performance Indicators (KPI's) with integrated mobile app services for MPEDA HQ, Regional Divisions, Quality Control Laboratories, ELISA monitoring Laboratories, Societies and the stakeholders.
B. KEY EVENTS AND DATES

<table>
<thead>
<tr>
<th>Tender Notice No</th>
<th>EDP-SOFT/ERP/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnest Money Deposit EMD</td>
<td>Rs.50,000/-</td>
</tr>
<tr>
<td>Tender publishing Date</td>
<td>29/07/2020</td>
</tr>
<tr>
<td>Pre bid meeting</td>
<td>06/08/2020</td>
</tr>
<tr>
<td>Last date for clarifications if any,</td>
<td>13/08/2020</td>
</tr>
<tr>
<td>Last date and time of online submission of (Technical &amp; Commercial)</td>
<td>19/08/2020</td>
</tr>
<tr>
<td>Date and time of opening of Technical Bids-Online</td>
<td>21/08/2020</td>
</tr>
<tr>
<td>Presentation by Technically qualified bidders</td>
<td>Shall be intimated after opening the technical bid</td>
</tr>
</tbody>
</table>

C. PRE BID MEETING

The participating company can discuss any queries regarding the project during the Pre-Bid meeting. Before the date of pre bid meeting, the participating company can also send queries or request for additional information concerning this RFP by e-mail to the person and email address mentioned below which would be answered during the pre bid meeting:

System Analyst,

Email: ho@mpeda.gov.in Phone: 0484 2310160
D. INSTRUCTIONS TO BIDDERS

1. No Bidder shall submit more than one (1) Bid for the Project.

2. The Bidding Documents shall be available for download from the e-procurement portal https://eprocure.gov.in/eprocure/app and MPEDA Website: https://mpeda.gov.in. Any modifications / Addendum / responses to queries shall be updated on the e-Procurement Portal and MPEDA Website. The Bidders are requested to check the e-Procurement Portal and MPEDA Website regularly for updates. MPEDA shall not undertake any responsibility if any Bidder fails to regularly check the e-Procurement Portal and MPEDA Website for Addenda.

3. The Financial Bid for the Project should be furnished online on the e-Procurement Portal.

4. The Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder shall provide the Bid Security in the form of a Bank Guarantee, acceptable to MPEDA, as per format set forth in Annexure 1.

5. All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

6. The Bidding Documents including this RFP and all attached documents are and shall remain the property of MPEDA and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

7. Any award of the Project shall be subject to the terms of Bidding Documents

8. Bidders should submit and upload clearly marked and referenced continuation pages in the event that the space provided in the prescribed forms in the Appendices and Annexes thereto is
insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

9. Information supplied by a Bidder must apply to the Bidder, member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;

10. In responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with this RFP
E. **PRE-QUALIFICATION CRITERIA**

Eligibility Criteria: Bidder should qualify the following eligibility conditions:

<table>
<thead>
<tr>
<th>Pre-qualification Criteria</th>
<th>Supporting Compliance document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The applicant shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.</td>
</tr>
<tr>
<td>2</td>
<td>The agency shall have a minimum of 5 years experience</td>
</tr>
<tr>
<td>3</td>
<td>The agency should have operating profit for last three consecutive Financial Years (FY 2016-17, 2017-18 &amp; 2018-19)</td>
</tr>
<tr>
<td>4</td>
<td>The agency should have an annual turnover of Rs. 2 Cr. in each of the last 3 consecutive Financial Years 2016-17, 2017-18 &amp; 2018-19</td>
</tr>
</tbody>
</table>
| 5  | The agencies shall have experience of providing:  
(i). Three implementations of web portal with dashboards (completed and hosted)  
(ii). Two Implementations (completed and hosted) in Central Govt./State Govt./PSUs/ Govt. bodies in India | a. Copy of Work Order / Contract  
b. Work Completion /satisfactory Certificate |
<p>| 6  | The agencies should not be blacklisted by any Central Govt. / State Govt. / PSU/Govt. Bodies | Certificate signed by the Authorized signatory |</p>
<table>
<thead>
<tr>
<th></th>
<th>Quality Certification - ISO 9001:2008 /CMMI level 3 /4 /5</th>
<th>Copy of Certificate to be enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>PAN and GST Registration details</td>
<td>Copy of Certificates to be enclosed</td>
</tr>
</tbody>
</table>
F. SUBMISSION OF BIDS

Bidders are advised to study the Bid document carefully. The bid along with the necessary documents should be submitted online through Central Public Procurement Portal (CPPP) website: https://eprocure.gov.in/eprocure/app (after log in to the portal using Digital Certificate) in two bid systems i.e. (i) technical bid and (ii) financial bid not later than the date and time specified in the KEY EVENTS AND DATE. Prospective Bidders are advised to follow the instructions provided in the “General Instruction to Bidders” for e-submission of the bids online through CPPP for e-Procurement at https://eprocure.gov.in/eprocure/app. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Tender sent by any other mode will not be accepted. All bids must be accompanied with a scanned copy of bid security (EMD). In case bidder has any problem in uploading the scanned copies of documents for payment of bid security, he/she must submit the copy of original bid Security at MPEDA Head Office address before opening of bid. The bid Security (Demand Draft drawn in the name of “MPEDA, Kochi”) shall be deposited in “ORIGINAL” in a sealed envelope before bid opening date and time to the address given above.

THE MPEDA

The Marine Products Export Development Authority

P. B. No. 4272, MPEDA House, Panampilly Avenue, Kochi – 682 036.

G. BIDDING PROCESS

Technical Bids of all Bidders shall be evaluated to determine as to whether they meet the Minimum Eligibility Criteria of the tender document for undertaking the Project. Once it is determined that the Bidder fulfils the Minimum Eligibility Criteria and the Bid is responsive, those bidders have to make a Presentation at MPEDA Head Office before the evaluation
Committee. (No TA/DA will be provided by MPEDA for this). The evaluation shall be based on the technical and financial parameters. The weightage for the technical parameters shall be 70% and the financial parameters shall be 30%.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Bid Score</td>
<td>70%</td>
</tr>
<tr>
<td>Financial Bid Score</td>
<td>30%</td>
</tr>
</tbody>
</table>

**Technical Weightage (St):** The marks scored by the bidder in technical evaluation and presentation shall be calculated to 70 points as below:

\[ St = T \times 0.70 \]

where T is the Technical score awarded to the bidder as per Technical Evaluation Criteria and presentation together.

**Financial Weightage (Sf):** The marks scored by the bidder in financial evaluation shall be calculated to 30 points as below:

The Commercial scores of all the other proposals will be determined by

\[ Sf = 30 \times \frac{Fm}{F} \]

\( Fm = \) Lowest evaluated tender cost, \( F = \) value of Commercial proposal under consideration).

**Final Selection:** Proposals will be ranked according to their combined technical (St) and Commercial (Sf) scores. The combined technical and Commercial score shall be calculated as

\[ S = St + Sf \]

**H. EVALUATION OF BIDS**

The technical evaluation criteria are defined as under.

**a. PRESENTATION**

Those bidders who qualified the pre-qualification criteria will be called for to make a presentation explaining the proposed *modus operandi* of this project. Presentation shall be limited to a maximum of 15 minutes. Questions & Answers shall cover 5 minutes after the presentation. Presentation shall
cover the following areas;

- Brief description of the company
- Understanding about the project
- Proposal for the project
- Design templates,
- Technologies used,
- Details of support, especially during the warranty and AMC periods
- Innovative and practical suggestions
- Details of professionals proposed for handling the project, etc.

<table>
<thead>
<tr>
<th>No</th>
<th>Presentation parameters</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Clarity in understanding the requirements</td>
<td>20</td>
</tr>
<tr>
<td>2.</td>
<td>Strength of the proposed tools and its compatibility to mobile platforms</td>
<td>10</td>
</tr>
<tr>
<td>3.</td>
<td>Performance in previous or existing contracts - client testimonials</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>(The firm will be expected to provide details of their past experience in specific contracts of this nature/ type/ complexity. They will also be asked to provide information on performance in these contracts, and present testimonials from previous or existing clients)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Professional Design and appeal of the proposed dashboard</td>
<td>30</td>
</tr>
<tr>
<td>5.</td>
<td>Innovative and practical suggestions</td>
<td>20</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

b. **OTHER TERMS AND CONDITIONS OF EVALUATION CRITERIA**

a. Those who have scored 70 marks or above for the technical evaluation will only be considered for opening of the financial bids.
b. If deemed necessary, MPEDA in its sole discretion can make required variations in the cut off points for technical evaluation.
c. The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical bid shall be final and binding on all the parties.

d. Any effort by a Bidder to influence the Tender Evaluation Committee’s processing of Bids or award decisions may result in the rejection of the Bid.

e. Failure of the Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

f. Please note:

- There should be no mention of prices in any part of the bid other than the financial bids.
- Unit prices for each component of the financial proposal should be mentioned. Any spelling mistakes or incomplete information furnished would invite for a disqualification of the bid.
- In the commercial bid if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words/figures whichever is lower will prevail.
- Basic price and GST should be shown separately in the financial bid. If no segregation is given, it will be presumed that the price includes the applicable GST element.
- Substantially Responsible Bids: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.

I. AWARD OF CONTRACT

The contract will be awarded to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has got the highest score as per their combined technical and
commercial scores. The contract period will be 4- years plus 15 weeks (15 weeks for development, 1- year warranty period and 3-year AMC).

J. PERFORMANCE SECURITY

1. Within 7 days of receipt of the Work Order from the MPEDA, the successful Bidder shall furnish a Security in the form of a Bank Guarantee to MPEDA from Nationalized / Scheduled bank for an amount of 10 percent of the Contract sum as per format prescribed at Annexure - 1.

2. The validity of the Performance Security as per the Notification of Award for work shall be up to the end of the contract period.

3. Failure of the successful Bidder to submit the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in such an event, the MPEDA may call for new Bids.

K. PAYMENT

1. The payment is as below:

<table>
<thead>
<tr>
<th>Design, Development and Warranty</th>
<th>20% On acceptance of Prototype design</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>40% on completion of development and User Acceptance Testing by MPEDA</td>
</tr>
<tr>
<td></td>
<td>20% after security audit</td>
</tr>
<tr>
<td></td>
<td>10% On launch</td>
</tr>
<tr>
<td></td>
<td>10% After successful completion of warranty period of one year</td>
</tr>
<tr>
<td>Maintenance 3 year (AMC)</td>
<td>Half Yearly at the end of every 6 months on producing invoice and report of work done</td>
</tr>
</tbody>
</table>
2. No interest will be paid for delayed payments

3. Payments will be made after deducting TDS on Income tax

4. GST as applicable.

**L. TERMS AND CONDITIONS**

1. The data of the existing applications will be provided to the successful bidder (Hereinafter referred as Agency) by API.

2. The Agency has to share source code with MPEDA after completion of the development and subsequent modifications if any, during the contract period.

3. All material/ product and related codes should be property of MPEDA and the Agency should have no claim over the same in future.

4. All content should be stored and kept confidential and should not reuse/ replicate/ transfer to anyone else. The Agency should provide all admin/ user manuals. They should also provide support for all future upgrades/ initiatives of MPEDA related to website.

5. The bidders will have to submit an interest free, refundable Earnest Money Deposit (E.M.D.) of Rs.50,000 (Rupees Fifty Thousand only). EMD exemption is allowed, if the bidder is exempted for EMD.

6. The Agency shall not sublet whole or part of the work to any other agencies.

7. The Agency shall execute, comply and organize the function, in accordance with the contract to the complete satisfaction of MPEDA.

8. The Agency may engage enough manpower so as to complete the project in time.

9. The Agency shall preferably have an office in Kochi (optional)

10. In case of default on the part of the Agency in carrying out any order, MPEDA shall be entitled to get the work done by any other persons and all expenses consequent thereon or incidental thereto shall be borne by MPEDA and will be deducted by the MPEDA from any money
due or it may become due to the Agency.

11. The decision of the MPEDA in the matter arising out of this contract shall be final and binding in regard to all matters relating to the contract.

12. All cases/proceedings relating to any dispute or claim arising out of or any case of performance of this contract shall be dealt with by courts having jurisdiction in Ernakulam, Kerala.

13. The MPEDA shall have right to issue addendum to tendered documents to clarify, amend, modify supplement or delete any of the condition, clause or items stated therein. Each addendum shall form a part of the original invitation to tender.

14. The MPEDA reserves the right to accept or reject any or all the tenders at any stage of the tendering process without assigning any reason thereof. The MPEDA in this regard will entertain no claim or complaint.

15. Tender document should be signed on all the pages by the Authorized signatory along with seal of the firm.

16. Resolution of the Company (if the Tenderer is a Company) authorizing the person signing the Tender, to sign the Tender on behalf of the Company is to be provided.

17. In the event of the Agency committing a breach of the contract the MPEDA is entitled to receive from the Agency compensation to the extent of loss incurred as determined by the MPEDA for any loss or damage caused to the MPEDA.
### M. Delivery Schedule

The time line for this project including the period of development, hosting, warranty period and period of Annual Maintenance Periods is given below:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Details of Activities</th>
<th>Time frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Start date (Acceptance of the work order)</td>
<td>T</td>
</tr>
<tr>
<td>2.</td>
<td>Layout design approval &amp; development</td>
<td>T + 09 Weeks</td>
</tr>
<tr>
<td>3.</td>
<td>Hosting in test server</td>
<td>T + 10 Weeks</td>
</tr>
<tr>
<td>4.</td>
<td>Third party Security Audit</td>
<td>T + 14 Weeks</td>
</tr>
<tr>
<td>6.</td>
<td>Arranging SSL Certificate</td>
<td>T + 15 Weeks</td>
</tr>
<tr>
<td>7.</td>
<td>Commissioning/ launching</td>
<td>T + 15 Weeks</td>
</tr>
<tr>
<td>8.</td>
<td>Warranty period</td>
<td>Upto one year after launching</td>
</tr>
<tr>
<td>9.</td>
<td>AMC Period</td>
<td>Upto 3 years after Warranty period</td>
</tr>
</tbody>
</table>

Time lines for the project is also detailed at Schedule - 5 of this RFP
## SCHEDULE - 1 TECHNICAL BID FORMAT

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Organization</td>
</tr>
<tr>
<td>2</td>
<td>Address</td>
</tr>
<tr>
<td>3</td>
<td>Contact No:</td>
</tr>
<tr>
<td>4</td>
<td>E-mail ID</td>
</tr>
<tr>
<td>5</td>
<td>PAN Number</td>
</tr>
<tr>
<td>6</td>
<td>Details of portal / web sites done during the past 5 years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name and URL</th>
<th>Name and contact details of the Client</th>
<th>Description of Work</th>
<th>Technology Used</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>7</th>
<th>Details of Government Clients/Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name and URL</td>
<td>Name and contact details of the Client</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------------------------------</td>
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<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>8</th>
<th>Documents attached</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td>i.</td>
<td>Copy of Registration</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>ii.</td>
<td>Copy of GST</td>
</tr>
<tr>
<td>iii.</td>
<td>Copy of PAN</td>
</tr>
<tr>
<td>iv.</td>
<td>Work completion / Satisfactory report for Sl. No. 4 in Technical Bid</td>
</tr>
<tr>
<td>v.</td>
<td>Work completion / Satisfactory report for Sl. No. 5 in Technical Bid</td>
</tr>
<tr>
<td>vi.</td>
<td>EMD details / Document for EMD exemption</td>
</tr>
<tr>
<td>vii.</td>
<td>Letter from Chartered Accountant / Auditor of the organization confirming that the organization has more than Rs.200 lakh turnover during the last three consecutive financial years</td>
</tr>
<tr>
<td>viii.</td>
<td>Complete set of Tender document duly signed by the Bidder or his authorized signatory</td>
</tr>
<tr>
<td>ix.</td>
<td>Self declaration saying that the firm is not blacklisted by any of the departments/organizations of the Govt. of India / State government / PSUs.</td>
</tr>
</tbody>
</table>

If the Tender is accepted, I/We agree to keep the Tender valid till 03 (Three) months from the last date of submission of the Bids. I/We shall not withdraw the Tender during the validity period. MPEDA shall be at liberty to forfeit the EMD and make alternate arrangements in case of withdrawal of Tender during the validity period.

Signature Name &
Designation

Date

Company Seal
**SCHEDULE - 2 FINANCIAL BID**

The financial Bid is to be uploaded in the e-procurement portal in a similar format as given below:

<table>
<thead>
<tr>
<th>SI No</th>
<th>Details of Activities</th>
<th>Cost in Indian Rupees</th>
<th>GST</th>
<th>Total</th>
</tr>
</thead>
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<td>Annual Maintenance and support of the system for Second Year of AMC. It shall also include server monitoring, database performance tuning etc.</td>
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<td>D.</td>
<td>Annual Maintenance and support of the system for Third Year of AMC. It shall also include server monitoring, database performance tuning etc.</td>
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(GRAND TOTAL In words)______________________________
To

(Address)

Sub: Work order for the Design, Development and Maintenance of MPEDA DASH BOARD

Ref: Your Tender dated ( )

Dear Sir/Madam,

This work order is issued by the Marine Products Export Development Authority MPEDA), MPEDA House, Panampilly Avenue, P.B.No-4272, Kochi - 682036, India, represented by its MPEDA (hereinafter referred to as “MPEDA” which expression shall include its affiliates, successors and permitted assigns)

With reference to the Tender dated ......................we hereby appoint M/s.

............................. for Design, Development and Maintenance of MPEDA DASH BOARD (hereinafter referred to as the “Agency”) at a total cost of Rs....................
( Rupees..........................) inclusive of all taxes as detailed and as per the terms and conditions in this work order.

For ease of reference, MPEDA and Agency shall be individually referred to as “Party” and collectively as “Parties”.

1. ACCEPTED BID AMOUNT
<table>
<thead>
<tr>
<th>Sl No</th>
<th>Details of Activities</th>
<th>Cost in Indian Rupees</th>
<th>GST</th>
<th>Total</th>
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**2. SCOPE OF WORK**
The Scope of Work shall be as further detailed in Schedule - 4, appended to this work order and included by reference herein (“Services”). MPEDA reserves the right to revise the Scope of Work at any time during the Term of this Project. No deviations or revisions to the scope of work by the Agency shall be permitted unless approved in writing in advance by MPEDA.

3. PAYMENT TERMS

The payment for the Agency shall be paid in the following schedule:

<table>
<thead>
<tr>
<th>Description</th>
<th>Schedule of Payment.</th>
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<tbody>
<tr>
<td><strong>For item (A)</strong></td>
<td></td>
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<tr>
<td>The Agency of the Project shall be paid in the following schedule</td>
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<tr>
<td><strong>Part -1 payment:</strong></td>
<td>20%</td>
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<tr>
<td>On acceptance of Prototype design by MPEDA</td>
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<tr>
<td><strong>Part -2 payment:</strong></td>
<td>40%</td>
</tr>
<tr>
<td>On completion of development of the software and Dash board generation as per the satisfaction of MPEDA and User Acceptance Test by MPEDA</td>
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<tr>
<td><strong>Part -3 payment:</strong></td>
<td>20%</td>
</tr>
<tr>
<td>After completion of security audit of the software by Cert-in empanelled agency and producing the security audit certificate.</td>
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<tr>
<td><strong>Part -4 payment:</strong></td>
<td>10%</td>
</tr>
<tr>
<td>On launching of the software</td>
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<tr>
<td><strong>Part -5 payment:</strong></td>
<td>10%</td>
</tr>
<tr>
<td>After successful completion of warranty period</td>
<td></td>
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<tr>
<td><strong>For items (B-D):</strong></td>
<td></td>
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<tr>
<td>The Agency shall be paid AMC as per the following schedule</td>
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</table>
### For items (B):

**AMC for the first year:** The payment will be made half yearly in 2 equal installments, at the end of each 6 months.

### For items (C):

**AMC for the Second year:** The payment will be made half yearly in 2 equal installments, at the end of each 6 months.

### For items (D):

**AMC for the third year:** The payment will be made half yearly in 2 equal installments, at the end of each 6 months.

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### 4. COMMENCEMENT AND TERM:

a. This project shall commence from the date of acceptance of work order within 7 days of issue (hereinafter referred to as “Effective Date”) and shall remain in force for a period of FOUR (4) or 3 years and 15 (fifteen) weeks from the Effective Date (T) unless otherwise terminated or extended as mutually agreed in writing between the parties.

b. Performance Security Deposit: The Agency, irrespective of their exemption of EMD, shall submit a performance security deposit valid for the total tenure of the project as the project is for 4 years and 15 weeks, the performance security deposit valid for a total period of 4 years and 5 months may be submitted, in the form of Bank Guarantee equivalent to 10% of the total bid amount (The total bid amount consists of the bid amount for design, development and maintenance of DASH BOARD including the warranty period and the bid amount for AMC for 3 years as stated in the Schedule - 5).

c. The performance security deposit shall be submitted along with the submission of signed work order to MPEDA.

d. If the Agency fails to submit the performance security deposit within the prescribed time limit, the work order issued shall be cancelled and EMD shall be forfeited.
e. During the tenure of the contract if the Agency fails to fulfill the tender conditions, the work order will be terminated and the performance security deposit will be forfeited.

f. In the case of Agency who is exempted from submitting EMD, failure to submit the performance security deposit within the prescribed time limit warrants the cancellation of work order issued and the matter of non compliance shall lead to black listing of the firm by MPEDA, besides reporting the matter to NSIC and DGS&D seeking blacklisting of the bidder.

5. DELIVERY OF SERVICES

The Agency agrees to perform the Services at such locations and at such timelines as are notified by MPEDA from time to time. Agency agrees that time is of the essence in completion of the Service and any delay/extension to the agreed timeline and completion of work shall be at the sole cost and responsibility of the Agency.

The delivery period starts from the effective date of accepting the work order by the Agency. The total period of the project including design, development, launching/commissioning of the DASH BOARD to the full satisfaction of MPEDA is of 15 weeks. Time frame for delivery period is elaborated in the Pert chart given at Schedule - 5 in this document.

A detailed schedule of Scope of work, Services expected and deliverables is appended to as Schedule - 4 to this work order and included by reference herein.

6. WARRANTY PERIOD

The warranty period of one year counts from the date of successful launching/commissioning of the DASH BOARD. During the warranty period, the bidder shall give all assistance for effecting the modifications (if any) suggested by MPEDA and to take actions to fix the additional bugs (if any). The Agency shall also do the necessary fine tuning of the DASH BOARD and give necessary follow up trainings for all user groups of the DASH BOARD.
The Agency shall also create the User manuals for various users as downloadable from the DASH BOARD.

During the warranty period, if any defect is observed in the Services performed hereunder, whether due to design or from any act or omission of the Agency, without prejudice to the rights and remedies available to MPEDA for such defects, the Agency shall execute all such work of rectification, repair and making good of defects, as may be required of him by MPEDA, at his own cost and within the time stipulated by MPEDA. If the Agency shall fail to do any such work as required by MPEDA, the latter shall be free to withhold any monies paid by the Agency to MPEDA as Security or the fees payable hereunder or take steps to recover the fees paid under this Work order without prejudice to its rights and remedies available at law, equity, contract, tort or otherwise. The Agency shall further indemnify MPEDA against any loss/liability that may be incurred by him on account of any failure on the part of the Agency for timely rectification of the defects pointed out within the defect liability period.

7. **ANNUAL MAINTENANCE PERIOD**

a. The AMC period will start upon expiry of the warranty period. During AMC period Agency shall maintain a support wing for sorting out issues pertaining to the users. Agency shall also give all assistance for effecting the additional modifications (if any) suggested by MPEDA and to take action to fix the bugs (if any).

8. **AGENCY ROLES AND RESPONSIBILITIES:**

The Agency warrants, covenants and represents that:

a. It is a Company, validly registered under the laws of India;

b. It has full rights to accept this work order, and that the acceptance of this work order or the performance of its obligations under the work order will not violate any agreement, person, firm, organization or any law or governmental regulation;
c. It has valid rights and licenses in all its confidential information and Intellectual Property, the sharing of which for the purposes of this work order shall be unhindered without any third party restrictions;

d. The Services shall be performed in a professional manner in accordance with the general industry standard;

e. Not, by itself or its agents, employees or sub-contractors, do anything that would in any manner harm MPEDA’s name, reputation or goodwill;

f. It shall, at all times, abide by the laws existing and in force in India, and in particular the State of Kerala with respect to the provision of Services under this Work order;

g. There is no outstanding or threatened litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably, would reasonably be expected to have a material adverse effect on either Party’s ability to fulfill its obligations under this work order;

h. It does not have any conflict of interest in the Project and it shall not be considered in any manner an ‘interested party’ to the Project;

i. It shall take all consents and governmental approvals necessary to perform the Services under this work order; and

j. It shall not undertake any work during the Term of the Work order that would be similar to the Services performed hereunder or directly or indirectly affect its performance of Services under this work order.

9. ON PREMISE COMPLIANCE:

a. The Agency shall take the steps reasonably required by MPEDA to prevent unauthorized persons being admitted to MPEDA Premises.

b. The Agency agrees that the Agency shall be solely and exclusively liable and responsible for the health and safety during deployment of its personnel in MPEDA Premises.

c. It is the sole responsibility of the Agency to ensure that the Agency’s
personnel/agent appointed in writing shall abide by the Safety Manual of MPEDA that is supplied to the Agency and its personnel while performing services under this work order or an applicable Scope of Work.

d. Any claim, loss or damages caused due to the willful negligence of the Agency’s personnel within MPEDA premises shall be borne by the Agency.

10. EMPLOYEES AND PERSONNEL

a. The Agency shall employ and provide only qualified and experienced personnel as may be required to carry out the Services.

b. The designations, names and other particulars of each of the Agency’s Key Personnel required in carrying out the Services shall be described in Schedule - 7 appended to this work order and included by reference herein. Such Key Personnel are herewith approved by MPEDA; any removal or change to Schedule - 7 shall be subject to prior approval of MPEDA in writing.

c. Amongst the Key Personnel, the Agency shall name one person as the Team Leader who shall act as MPEDA’s Point of Contact for all communication and correspondence in relation to the Services, and the Agency shall not remove/replace the Team Leader during the Term of this project including defect liability period.

d. The Agency shall remain solely responsible for its employees, agents and personnel including their compensation and compliance with applicable labour laws. At no event shall the employees, agents or personnel of Agency shall be treated as employees, agents or personnel of MPEDA.

e. The Agency warrants that, either for a term of one (1) year preceding the Work order or during the Term of this project and for a period of four (4) years immediately thereafter, it (a) has not employed any employee, agent, director or independent contractor of MPEDA and (b) will not solicit or attempt to solicit, or induce or attempt to induce any employee, agent, director or independent contractor of MPEDA to leave the employment of the MPEDA. Breach of this clause shall constitute material breach of this work
order terms.

11. INTELLECTUAL PROPERTY

a. For the purpose of this work order, “Intellectual Property” shall mean any and all tangible and intangible: (i) works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof, (ii) trademark and trade name, (iii) trade secret, (iv) patents, design, and other industrial property, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues.

b. The Parties acknowledge that all deliverables including design and drawings or developments or modifications to existing Intellectual Property created in pursuance to the Services hereunder shall constitute “work made for hire” under the Copyright Act, 1976 and shall be MPEDA’s exclusive property.

c. Any deliverables in the nature as described in elsewhere in this work order, of which the ownership or the intellectual property rights do not vest with MPEDA under law, shall automatically stand assigned to MPEDA as and when such deliverable is created and the Agency agrees to execute all papers and to perform such other acts as MPEDA may deem necessary to secure its rights herein assigned by the Agency.

d. To the extent such deliverable contains any of Agency’s confidential information or Intellectual Property, the Agency shall grant to MPEDA, an exclusive, worldwide right towards its intellectual property and confidential for the purpose MPEDA’s unhindered and free use of the Deliverables.

e. MPEDA reserves all rights towards its Intellectual Property and Confidential Information shared during this project, and any use of the Agency of such information shall be strictly in accordance with MPEDA’s written permission and limited to performance of Services under this work order.
12. CONFIDENTIAL INFORMATION

a. The Agency herein agrees and understands that, during the Term of this Work order and continuing thereafter, it shall be privy and/or in custody of MPEDA’s Confidential Information by way of disclosure or by virtue of its relationship herein. The Agency in this regard specifically note that MPEDA’s Confidential Information shall constitute MPEDA’s trade secrets, including without limitation information relating to its official correspondence and its contents, relationship of its clients and vendors, projects, techniques, pricing, customer information etc. and unauthorized disclosure will cause MPEDA irreparable harm for which the Agency shall be held fully responsible.

b. The Agency agrees to and shall keep MPEDA’s Confidential Information confidential and shall not use the Confidential Information for purposes other than as authorized under this work order.

c. The Agency further agrees to not disclose the MPEDA’s Confidential Information to third parties without the latter’s prior written consent.

d. The Agency shall strictly share MPEDA Confidential Information only with its employees who has a “need to know” for the purpose of this work order.

e. The Agency shall protect the disclosing Party’s Confidential Information as it would protect its own information of a like nature but in no event using less than a reasonable standard of care.

f. The terms of this Section shall survive the expiry or earlier termination of this work order.

g. For the purpose of this work order, “Confidential Information” shall mean all proprietary, confidential and trade secret information and all other knowledge relating to the MPEDA’s capacity, business, products and services, including its manufacturing, technical, financial, intellectual property, documents, marketing information and the terms of this Work order (including pricing) which Agency is privy of or comes into knowledge or possession, during the Term of this work order, or information which is treated by the MPEDA as confidential.
regardless of its form, or which is designated by its nature as confidential, but excluding information that is already in the public domain for no fault of the Agency.

13. MATERIALS FURNISHED BY MPEDA

Materials made available to the Agency by MPEDA shall be the property of MPEDA and shall be marked accordingly. Upon termination or expiration of this Work order, the Agency shall furnish forthwith to MPEDA, an inventory of such materials and shall dispose of such materials in accordance with the instructions of MPEDA.

14. ACCURACY OF DOCUMENTS SUBMITTED BY AGENCY

The Agency shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of the Services performed under this work order. Without prejudice to any right or remedy available to MPEDA under law, equity or contract, the Agency shall indemnify, defend and hold harmless MPEDA against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice or breach of any warranties or representations made by it.

The Agency shall also be responsible for promptly correcting, at its own cost and risk, the documents and the resulting work including any re-survey / investigations.

15. PRICE, TAXES AND PAYMENT TERMS

a. In consideration of the Services performed by the Agency under this work order, MPEDA shall pay to the Agency the Accepted bid Value as detailed in the Work Order.

b. If, after the date of this work order, there is any change in the Applicable
Laws with respect to taxes and duties which increases or decreases the cost or expenses incurred by the Agency in performing the Services, by an amount exceeding 10% (ten per cent) of the Accepted bid Value, then the payments otherwise payable to the Agency under this Work Order shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Accepted bid Value. Except in the circumstances stated in this sub-clause, in no event shall MPEDA be responsible or be liable to pay for any sum other than the Accepted bid Value under this work order.

c. The Accepted bid Value is inclusive of GST, however it is subject to tax deduction at source in accordance with applicable tax laws in India. The Agency in this regard shall provide its PAN number and other relevant details to enable MPEDA comply with applicable tax mandates.

d. The Agency shall raise accurate and itemized invoices for the Services rendered at such agreed time intervals as are detailed in Schedule - 6 to this work order.

e. All payments shall be made in Indian Rupees.

f. All payments shall be subject to completion of work of each stage to the satisfaction of MPEDA. MPEDA shall pay only the undisputed amount.

g. Any excess amount paid by MPEDA shall be forthwith reimbursed by the Agency on receipt of notice from MPEDA failing which such excess amount shall carry a simple interest of 10% p.a. until the date of payment.

h. Any advance on payment as requested by the Agency shall be subject to the sole discretion of MPEDA and at such interest rates as are determined by MPEDA to be reasonable.

i. Payment of undisputed invoices shall be made by MPEDA within sixty (60) days from the date of acceptance of such invoice. MPEDA shall not unreasonably withhold its acceptance and it shall generally communicate its approval or disagreement within 45 days from the date of issuance of
invoice.

j. Agency shall issue duly acknowledged receipts of payments received and shall maintain such records during the period of this project for the purpose of audit under this work order.

k. The payments to the Agency pursuant to this Clause shall constitute the Agency’s sole payment in connection with this work order or the Services and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this work order or to the Services or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any employee, personnel and agents of either of them, similarly shall not receive any such additional payment.

16. REVIEW OF SERVICES, RECORDS AND QUALITY STANDARDS

a. The Parties may constitute a co-ordination committee consisting of key personnel from both the Parties. This committee will meet at such regular intervals as may be mutually agreed, to discuss MPEDA’s requirements, Plans, Agency’s performance, MPEDA’s quality standards, change in MPEDA’s requirements, etc. Agency and MPEDA will appoint one coordinator each, as a one-point contact for solving any issues pertaining to the Services performed by Agency under this work order.

b. For the assessments/processing conducted by Agency, exclusively for MPEDA, MPEDA requires the records to be maintained by Agency in a specific manner and format as communicated by MPEDA;

c. MPEDA and Agency will define mutually acceptable Service Levels at every stage of the process based on broad parameters of efficiency, turn-around times and accuracy.

17. AUDIT

The Agency agrees that the MPEDA reserves its right to call upon the Agency for audit of its records and premises at any time, and for this purpose, the
Agency shall provide to MPEDA, or its designated third party contractor, with access to and any assistance (that they may require for the purpose of performing audits or inspections to confirm compliance with any statutory audit obligations). For this purpose, the Agency shall retain records and sufficient documentation as regards the Services and fees paid as against each invoice throughout the Term of this project and for a period of three (3) years thereafter. Should the audit reveal any non-compliance with the agreed terms of this work order, then without prejudice to the rights and remedies available to MPEDA under law, equity or contract, the Agency shall take commercially reasonable efforts to remedy the same promptly and provide written report of such remedied issues to MPEDA.

18. LIABILITY

In the event of any dispute, MPEDA’s liability for direct damages shall in no event exceed the amount of fees payable for the Services in dispute. MPEDA shall in no event be liable for any indirect, consequential, special or exemplary damages, howsoever arising under this work order, even if it has been advised of such damages.

19. INDEMNITY

Without prejudice to MPEDA’s rights and remedies available at law, equity or contract, the Agency shall indemnify, defend and hold harmless MPEDA, its directors, agents, affiliates, subsidiaries and personnel, for any and all actions, claims, suits, damages, costs or expenses, arising out of or relating to: (i) any breach of its obligations, duties, representations and warranties including without limitation its warranties regarding Confidential Information and Intellectual Property, (ii) any personal injury or property damage solely attributable to its actions and (iii) any negligence, omission, non-performance or failure of performance of its obligations under this work order except to the extent such failure or non-performance is directly attributable to a Force Majeure Event.

20. LIQUIDATED DAMAGES
a. Time is the essence of the contract. In case of any delay in delivery due to reasons attributable to Agency, MPEDA reserves the right to claim penalty as agreed under the terms of this Work order or any relevant Work Order signed between the parties.

b. For Error/Variation: In case any error or variation is detected in the reports submitted by the Agency, and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by MPEDA in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of the Accepted bid Value.

c. For Delay: In case of delay in completion of Services for each Stage as specified in Schedule - 5, liquidated damages not exceeding an amount equal to 0.5% (zero point five percent) of the accepted bid amount per day, subject to a maximum of 5% (five percent) of the accepted bid amount shall be imposed and shall be recovered by appropriation from the current or pending payment for Services. However, in case of delay due Force Majeure Event, suitable extension of time shall be granted.

d. During the Warranty period, if the DASH BOARD is completely down for more than a day due to software problems, penalty @1% (one percent) of billable amount will be deducted per day from the Bills of the corresponding yearly payment.

e. During the AMC Period, if the DASH BOARD is completely down for more than a day due to software problems, penalty @1% (one percent) of billable amount will be deducted per day from the Bills of the corresponding period.

f. During AMC period, if 90% of the Calls / complaints are not closed on the same day and balance within next 24 hours, there shall be an imposition of penalty @ 0.5% (zero point five percent) from the Bills of the corresponding period.

g. The Agency shall take adequate measures to prevent Server downtimes in times other than scheduled maintenance periods. The scheduled
maintenance period shall be informed to Authority and users well in advance.

h. Both parties agree that the aforesaid penalty agreed shall not be decreased at any time during the period of the Work order.

i. In addition to the liquidated damages not amounting to penalty, MPEDA reserves its rights to issue warning to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of MPEDA, other penal action including debarring for a specified period may also be initiated. Any recovery by way of liquidated damages shall be without prejudice to MPEDA’s rights and remedies available at law, equity, tort or contract.

21. **TERMINATION**

a. This work order shall come into effect from the date of acceptance of work order and shall continue through the warranty period of one year from the date of successful launching / commissioning of the project/ DASH BOARD and also through the three years of AMC period.

b. MPEDA shall have the right to terminate this work order for convenience by providing advance written notice period of thirty (30) days to the Agency. In case of such termination, MPEDA shall pay such pro-rata portion of undisputed invoices on Services performed to its satisfaction.

c. Either Party shall have the right to terminate this work order for cause, if the other Party commits a material breach of this work order and the said breach remains uncured for a period of thirty (30) days after notice of such breach is given to the defaulting Party. For avoidance of doubt and without prejudice to the rights of MPEDA, the term material breach shall include without limitation the following:

i. As regards the Agency any non-payment of undisputed and accepted invoices within the prescribed due date for payment.

ii. As regards MPEDA if the Agency, (a) commits a breach of its
representations and warranties, (b) fails to commence Services at the agreed timelines except to the extent differed by MPEDA on a Force Majeure Event (c) becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary, (d) fails to comply with any final decision reached as a result of arbitration proceedings pursuant to this work order, (e) submits to MPEDA a statement which has a material effect on the rights, obligations or interests of MPEDA and which the Agency knows to be false, (f) engages in prohibited practices, (g) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading.

d. Upon termination of this work order, all monies due and payable by MPEDA to the Agency, for any undisputed Services performed to the satisfaction of MPEDA, shall become due and payable, after set off against any monies owed by the Agency to MPEDA.

e. Upon cessation of this project in any manner, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such termination; (ii) the obligation of confidentiality as set forth in Clause 12 hereof; and (iii) any right or remedy which MPEDA may have under this work order or the Applicable Laws.

f. Upon cessation of this work order in any manner, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and materials furnished by MPEDA, the Agency shall handover the same to MPEDA immediately in good and proper condition.

g. The provisions under this work order, which by their nature intended to
survive the expiry or earlier termination of this work order, including Clauses 8, 11, 12, 19 & 20 shall survive in full force and effect after the expiry or earlier termination of this work order.

22. **PROHIBITED PRACTICES**

The Agency and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this work order, MPEDA shall be entitled to terminate this work order forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after accepting this work order. In such an event, MPEDA shall forfeit the EMD and appropriate any pending invoices, if any, as mutually agreed genuine pre-estimated compensation and damages payable to MPEDA towards, inter alia, time, cost and effort of MPEDA, without prejudice to MPEDA’s any other rights or remedy hereunder or in law. In this regard, the following terms shall have the following meanings as assigned to them:

a. “Corrupt practice” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt.

offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of MPEDA who is or has been associated in any manner, directly or indirectly with Selection Process or work order or dealing with matters concerning the work order before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of MPEDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner
whatsoever, whether during the Selection Process or after the issue of work order or after the acceptance of the work order, as the case may be, any person in respect of any matter relating to the Project or the work order, who at any time has been or is a legal, financial or technical adviser MPEDA in relation to any matter concerning the Project;

b. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process or the exercise of its rights or performance of its obligations by MPEDA under this work order;

c. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the selection process or the exercise of its rights or performance of its obligations by MPEDA under this work order;

d. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by MPEDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process or the exercise of its rights or performance of its obligations by MPEDA under this work order; or (ii) having a Conflict of Interest; and

e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process or the exercise of its rights or performance of its obligations by MPEDA under this work order.

23. DISPUTE RESOLUTION

a. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or the interpretation thereof. In this regard, the Parties shall endeavor to address any issue vis-à-vis Marine Products Export Development Authority and the designated officer of the Agency within two (2) Business Days of receipt of a notice from
either Party specifying the nature of the dispute.

b. Any dispute not resolved through the good faith efforts of Senior Management of both Parties for amicable resolution shall then be submitted before the Chairman, Marine Products Exports Development Authority, who shall act as the final arbiter of disputes by agreement of the Parties expressed herein. The Parties agree that all proceedings including, but not limited to, all communications, pleadings, arguments and discovery shall be conducted in the English language. The venue for such arbitration shall be exclusively in the office of Chairman, Marine Products Exports Development Authority, Panampilly Nagar, Ernakulam, Kerala. The Parties to this Work order, by entering into it, are expressly waiving their rights to have any dispute decided in a court of law or equity before a judge or jury, and instead are accepting the use of binding arbitration. The substantive and procedural law in relation to the Arbitration shall be the laws of India. The decision of the arbitrator shall be final and binding upon the Parties. Each Party shall assume its own costs, but the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by each Party.

c. This dispute resolution process shall be the sole and exclusive means for resolving any dispute or differences; provided, however, that either Party may seek a preliminary injunction, attachments or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action the Parties will continue to participate in good faith in this dispute resolution process. All time limitations contained in the dispute resolution sections above may be altered by agreement of the Parties. The courts at Ernakulam shall have exclusive jurisdiction over all such matters.

24. FORCE MAJEURE

If and to the extent that a Party’s (an "Affected Party") performance of any of its obligations pursuant to this work order is prevented, hindered or delayed directly or indirectly by the other Party or by fire, flood, earthquake, war,
insurgency, elements of nature or acts of God or any other similar cause beyond the reasonable foreseeable control of the Affected Party or a labor strike, lockouts, union disputes or political hartals (each, a “Force Majeure Event”), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the Affected Party shall be excused for such hindrance, delay or non-performance, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues IF the Affected Party continues to use its best efforts to recommence performance whenever and to whatever extent reasonably possible without delay, including through the use of alternate sources, workaround plans or other means; provided, however, that the use of such alternate sources, workaround plans or other means shall cease, upon the cessation of the Force Majeure Event. For so long as a Force Majeure Event continues, the non-Affected Party shall, upon the Affected Party’s reasonable request cooperate with the Affected Party. The Affected Party shall immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. In the event that the Force Majeure Event shall continue for a period exceeding sixty (60) Business Days, the non-Affected Party shall be entitled to terminate this work order.

25. LIMITATION OF LIABILITY

In the event of any dispute, MPEDA’s liability for direct damages shall in no event exceed the amount of fees payable for the Services in dispute. The Authority shall in no event be liable for any indirect, consequential, special or exemplary damages, howsoever arising under this work order, even if it has been advised of such damages.

26. ASSIGNMENT AND SUBCONTRACTING

The Agency shall not assign or subcontract, its rights and obligations under this Work order without MPEDA’s prior written consent.
27. **INSURANCE**

Agency shall procure and maintain for the duration of this Work order, appropriate insurance including commercial general liability coverage at such amounts as are commercially reasonable in relation to the Services performed hereunder and shall produce a copy of such insurance certificate to MPEDA. The Certificate shall name MPEDA as an additional insured.

28. **RELATIONSHIP**

It is understood by the Parties that the Agency (and its employees) is an independent contractor with respect to MPEDA, and not an employee, partner, agent or promoter of MPEDA.

29. **WAIVER**

The failure of either Party to enforce any provision of this Work order shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Work order.

30. **NOTICES**

a. Notice in Writing: Any notice or other communication given or made under or in connection with the matters contemplated by this Work Order shall be in writing and in English.

b. Method of Service: Any such notice or other communication shall be addressed as provided in clause (30.a) and, if so addressed, shall be deemed to have been duly given or made (unless it is obvious that it has not been) as follows: (i) if sent by personal delivery, upon delivery at the address of the relevant Party; (ii) if sent by registered post, 5 (five) days after dispatch: and (iii) E-mail.

c. Change of Address: A party may notify the other party of a change to its name, addressee, address, phone numbers and email provided that such notification shall only be effective on:
(i) The date specified in the notification as the date on which the change is to take place; or

(ii) If no date is specified or the date specified is less than five days after the date on which notice is given, the date falling five days after notice of any such change has been given.

d. Address for Notices: The relevant addressee, address and facsimile members of the Parties for the purpose of this Work Order shall be:

If to the Consultant:
Full Address,
E-Mail of Agency

If to MPEDA:
The Marine Products Export Development Authority (MPEDA)
MPEDA House, Panampilly Avenue
PB No. 4272, Cochin 682 036
E-mail: ho@mpeda.gov.in

31. ENTIRE AGREEMENT

This work order contains the entire agreement and understanding of the Parties regarding the project, and there are no other promises or conditions in any other Agreement whether oral or written. This work order supersedes any prior written or oral agreement between the Parties.

32. AMENDMENT

No amendment or modification of this Work order shall be valid unless made in writing and executed by the Parties duly.

33. SEVERABILITY

If any provision of this Work order shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and
enforceable. If a court finds that any provision of this Work order is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

34. ACCEPTANCE OF WORK ORDER

If the above terms and conditions are acceptable the Agency shall return the copy of Work Order to MPEDA affixing the signature of the Authorized signatory with the official seal of the firm at the bottom of every page as confirmation of acceptance within 7 working days of issue of this work order. Failing to do so will result in the forfeiture of the EMD.

Yours faithfully,
MPEDA

ERNAKULAM-36,
DATE
## SCHEDULE - 4 SCOPE OF WORK

### a. SCOPE IN GENERAL

The Marine Products Export Development Authority (MPEDA) intends to implement a Decision Support System by using the data in the existing systems at MPEDA and combine all the Key Performance Indicators (KPI’s) in the form of a single "Core MPEDA Dashboard" with integrated mobile app services for MPEDA HQ, Regional Divisions, Quality Control Laboratories, ELISA monitoring Laboratories, Societies and the stakeholders. For this purpose, it requires services of a competent agency to study the requirements and to provide a Decision Support System with its implementation and maintenance.

### b. FUNCTIONAL AREA / KEY PERFORMANCE INDICATORS (KPIs)

The broad functional areas to be covered include; but not restricted to:

1. **Aquaculture:**
   - 1. Enrolment of Farms and Hatcheries (Data is available in .NET/SQL server)
     - Farms - Area, species, farming type, State / Districts / Taluk (Mandal) / Village wise, Level-1 verification, GPS verification, Card issue
     - Hatchery – Capacity, species, State / Districts / Taluk (Mandal) / Village wise
   
2. **ICT Tool of Aqua one Centers (AOCs) of NaCSA.** (Development stage)

2. **Quality Control:** Testing for Pesticide, heavy metals, antibiotic residues, microbiology, water, soil by Quality Control and ELISA Laboratories
   - 1. National Residue Control Program (Data is available in .NET/SQL server)
     - a. Samples – Source (Farm/hatchery/Plant), collecting office,
subcontract, testing Lab, Positive/negative

b. Testing – Lab, parameters, Results, Analysts etc.

c. Labs – Target / Achievements

d. Offices – Target / Achievements

2. Pre Harvest Test (Data is available in .NET/SQL server)

a. Samples – Lab wise, Sate wise, Species wise, Sample collector wise

b. Testing – Elisa Lab test, Confirmatory test, Elisa Positive, LCMS positive

c. Estimated production, excess production, etc.

d. PHT certificates issued – Lab wise, State wise

3. Microbiology Lab Tests

3. Issuance of certificates for marine products export

(Catch Certificates, DS 2031, ICCAT, Certificates of Origin, Duty free Import certificates. - Office, exporter, fee etc.)

1. Certificates issued

   1. Office wise

   2. State wise
4. **Exports**
   1. Major market wise Exports-Based on Data from DGCIS, monthly
   2. Major Item wise Exports-Based on Data from DGCIS, monthly
   3. Port Wise Exports- Based on Data from DGCIS, monthly
   4. Trend on Seafood Exports from India- Monthly Trend

6. **NETFISH**
   1. Number of Extension programmes conducted by NETFISH
   2. Number of Beneficiaries of the NETFISH trainings
   3. Specific Outcomes achieved by NETFISH
   4. No: of Boat Arrivals at harbours
   5. Quantity and Price of fish catch landed at harbours

7. **NaCSA**
   1. No of societies registered
   2. No of societies registered on the given date
   3. No of societies given assistance
   4. No of societies given assistance on the given date
   5. No of tests done so far in AoCs
   6. Revenue realised in AoC so far
   7. Quantity of shrimp traded till date in the E Commerce platform
   8. Quantity of shrimp traded on the given date

8. **RGCA**
   1. Cubicles booked
   2. Brooders / PLs - imported
   3. Brooders / PLs - quarantined
   4. Brooders / PLs - dispatched

9. **Development**
   1. Conducting Training programme on Value addition

10. **Finance and Accounts**
    1. Scheme wise fund position
    2. Committed liability (to incorporate on a later stage)
### c. ELEMENTS TO BE INCORPORATED

1. The data in different applications will be provided through APIs.

2. Application shall be developed by using all the Key Performance Indicators (KPI’s) in the form of a single Core MPEDA Dashboard as per MPEDA requirement. The data has to be consolidated and arranged in a single frame so that the information can be monitored effectively by HO/Field Offices/Societies using different user credentials.

3. The Agency has to do security audit of the application at their cost by CERT-IN empanelled auditors before hosting.

4. The other responsibilities of the Agency

   a. Hosting in cloud server. (NIC Cloud Server or NIC empanelled server will be made available by MPEDA)

   b. Compliance for GIGW and other Government guidelines: The Agency has to complete the formalities for compliance of Government guidelines,

   c. Hosting in NIC cloud at a later stage, if required by MPEDA

   d. Coordination with the NIC team for the server related problems/issues, if any.

   e. Technical support for the Security Audit of application during the contract period

   f. Installation of SSL certificate whenever required during the contract period. MPEDA would facilitate the same.

5. Maintenance of the application for 4 years after satisfactory hosting and working including warranty period.

6. If new applications are developed by MPEDA or its societies, the KPIs of the same are to be incorporated in the Dashboard free of cost during the maintenance period. However, this may be limited to 1 new application per year.

### e. OTHER CONDITIONS IN SCOPE OF WORK

1. Designing, development and maintenance of MPEDA dashboard
2. Integrate the existing user IDs used by the selected MPEDA officials in the existing system (e-mpeda) for using the Dash board

3. Creation of online facilities for the administrator for viewing, verifying, editing masters entry, generating reports etc

4. Arranging of SSL Certificate License

6. Creation of user manuals for various users

7. Servers for hosting the Portal shall be provided by MPEDA. Agency shall host the website in cloud server.

8. Delivery period: The delivery period starts from the date of acceptance of work order between MPEDA and the Agency. The delivery period starts from the effective date of accepting the work order by the Agency. The total period of the project including design, development, launching/commissioning of the DASH BOARD to the full satisfaction of the authority is of 15 weeks. This includes hosting of website in server. Time frame for delivery period is elaborated in the Pert chart given at Schedule - 5 in this document. (In order to consider the launching / commissioning as successful, the website shall run without any issues for a minimum of seven working days)

9. Warranty Period: The warranty period of one year counts from the date of successful launching/ commissioning of the website. During the warranty period, the bidder shall give all assistance for effecting the modifications (if any) suggested by MPEDA and to take actions to fix the additional bugs (if any). The Bidder shall also do the necessary fine tuning of the website and give necessary follow up trainings for all users of the website. The bidder shall also create the User manuals for various user groups as downloadable from the DASH BOARD.

10. Annual Maintenance Contract (AMC): The AMC period will start upon expiry of the warranty period The Agency shall also do additional modifications (if any) suggested by MPEDA and to take action to fix the bugs (if any).
11. Scope of Work specific to AMC period shall be as detailed below.

a. From the next day of expiry of the warranty period the date of AMC will be commenced.

b. The Agency shall maintain a team of qualified and experienced personnel as may be required to carry out support to MPEDA.

c. The designation, names and other particulars of each of the Agency’s personnel handling the support including the number of queries dealt currently shall be made visible to each user of this DASH BOARD.

d. The online queries/ calls/ emails / fax etc from the users shall be received by the support team of the Agency and subsequently marked to the suitable member of the support team for attending the same.

e. The Agency shall also give all assistance for effecting the additional modifications (if any) suggested by MPEDA and to take action to fix the bugs (if any).

f. The support personnel of the Agency should have thorough knowledge about all functionalities of the DASH BOARD.

g. The Agency has to ensure that the support personnel are not changed frequently.

h. 90% of the user Calls / complaints to be closed on the same day and balance within next 24 hours.

i. If the DASH BOARD is completely down for more than a day, penalty @1% of billable amount will be deducted per day from the Bills of the corresponding quarter.

j. During the Warranty period, if the DASH BOARD is completely down for more than a day due to software problems, penalty @1% (one percent) of billable amount will be deducted per day from the Bills of the corresponding half yearly payment.

k. During the AMC Period, if the DASH BOARD is completely down
for more than a day due to software problems, penalty @1% (one percent) of billable amount will be deducted per day from the Bills of the corresponding quarter.

l. During AMC period, if 90% of the Calls / complaints are not closed on the same day and balance within next 24 hours, there shall be an imposition of penalty @ 0.5% (zero point five percent) from the Bills of the corresponding quarter.

m. The Agency shall take adequate measures to prevent Server downtimes in times other than scheduled maintenance periods.

n. The Services rendered by the Agency shall be subject to regular review by MPEDA and MPEDA shall be at liberty to make suggestions relating to the quality thereof.

12. The AMC period is extendable on prorate basis and by evaluating the indicators such as timely support & maintenance as per user requirement, user friendliness of DASH BOARD, acceptance by the industry, provisions for adopting changes, integration capabilities with new certification systems and the consistency of DASH BOARD

13. MPEDA shall have the right to amend the scope or the Scope of Work to a reasonable extent which shall be duly intimated in advance to the Agency from time to time in writing and the same shall be binding on the Agency as agreed and signed of between the parties.
## SCHEDULE - 5 DELIVERY PERIOD

**TIME FRAME FOR DESIGN, DEVELOPMENT AND MAINTENANCE OF MPEDA DASHBOARD**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Details of Activities</th>
<th>TIME FRAME</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>IN WEEKS</td>
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<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15</td>
</tr>
<tr>
<td>1.</td>
<td>Layout design approval &amp; development</td>
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<tr>
<td>2.</td>
<td>Hosting in test server</td>
<td></td>
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<tr>
<td>3.</td>
<td>Third party Security Audit</td>
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<tr>
<td>4.</td>
<td>Hosting in Cloud server and Installing SSL Certificate</td>
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<tr>
<td>5.</td>
<td>Commissioning/launching</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Warranty period</td>
<td></td>
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<tr>
<td>7.</td>
<td>AMC Period</td>
<td></td>
</tr>
</tbody>
</table>
**SCHEDULE - 6 PAYMENT SCHEDULE**

The payment for the Agency shall be paid in the following schedule:

<table>
<thead>
<tr>
<th>Description</th>
<th>Schedule of Payment.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For item (A)</strong></td>
<td></td>
</tr>
<tr>
<td>The Agency of the Project shall be paid in the following schedule</td>
<td></td>
</tr>
<tr>
<td><strong>Part -1 payment:</strong></td>
<td>20%</td>
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<tr>
<td>On acceptance of Prototype design by MPEDA</td>
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<tr>
<td><strong>Part -2 payment:</strong></td>
<td>40%</td>
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<tr>
<td>After completion of development of the software and Dash board generation as per the satisfaction of MPEDA and User Acceptance Test by MPEDA</td>
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<tr>
<td><strong>Part -3 payment:</strong></td>
<td>20%</td>
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<tr>
<td>After completion of security audit of the software by Cert-in empanelled agency and producing the security audit certificate.</td>
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<tr>
<td><strong>Part -4 payment:</strong></td>
<td>10%</td>
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<tr>
<td>On commissioning / launching of the Application</td>
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<tr>
<td><strong>Part -5 payment:</strong></td>
<td>10%</td>
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<tr>
<td>After successful completion of warranty period</td>
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<td><strong>For items (B-D):</strong></td>
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<tr>
<td>The Agency shall be paid AMC as per the following schedule</td>
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<td><strong>For items (B):</strong></td>
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<tr>
<td><strong>AMC for the first year:</strong> The payment will be made half yearly in 2 equal installments, at the end of each 6 months.</td>
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</table>
For items (C):  

**AMC for the Second year:** The payment will be made half yearly in 2 equal installments, at the end of each 6 months.

For items (D):  

**AMC for the third year:** The payment will be made half yearly in 2 equal installments, at the end of each 6 months.

### SCHEDULE - 7 KEY PERSONNEL OF THE AGENCY

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of key personnel</th>
<th>Designation</th>
<th>Years with the Agency</th>
<th>Contact number</th>
<th>Specialisation</th>
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ANNEXURE - 1 BANK GUARANTEE FORMAT

BG No.:…………………………………
Date…………………………………….

From

The Name of the Bank
To
The Marine Products Export Development Authority,
Panampilly Nagar, Kochi-682036

In consideration of the Marine Products Export Development Authority, Panampilly Nagar, Kochi-682036 (hereinafter called “MPEDA”) having offered to accept the terms and conditions of the proposed agreement between The MPEDA...... and.......................... (Hereinafter called “the Contractor(s)” for the work................. (Hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank guarantee for Rs.............. (Rupees........ only) as a security/guarantee form the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We ....................... (hereinafter referred to as the “Bank”) hereby undertake to (Indicate the name of the Bank) Pay to the MPEDA an amount not exceeding Rs.............. (Rupees...only) on demand.

2. We...(indicate the name of the Bank) ....................... Do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the MPEDA stating that the
amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs…………………. (Rupees……………………. only).

3. We, The said Bank, further undertake to pay to the MPEDA any money so demanded notwithstanding any disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of the Bank) …………………… further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the MPEDA under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We……(name of the bank)… ………………… further agree with the MPEDA that the MPEDA shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MPEDA against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the MPEDA or any indulgence by the MPEDA to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this
provision, have effect of so relieving us. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

6. We ..................(Name of the bank)........ lastly undertake not to revoke the Guarantee except with the previous consent of the MPEDA in writing. This bank Guarantee on the Bank or its successors or permitted assigns.

7. We......(Indicate the name of the Bank)............. lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the MPEDA extended on demand by the MPEDA. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..................... (Rupees...................only), and unless a claim/demand is made on the bank in writing on or before .......................all your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities there under.

Authorized Signatories of the Bank with name and Seal

Name of the Officer: Designation:

Date: Code if any:

Place:

Format of Agreement
**ANNEXURE - 2 PROJECT DATA SHEET**

Please provide the details of Web/Mobile applications/GUIs launched during the last 3 years

<table>
<thead>
<tr>
<th>No</th>
<th>Agency Name and address</th>
<th>Project cost in Rs. Lakh</th>
<th>Technology used</th>
<th>URL for assessing the website</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

**ANNEXURE - 3 EMPLOYEE DATA SHEET**

Please provide the details of Web/Mobile applications/GUIs launched during the last 3 years

<table>
<thead>
<tr>
<th>No</th>
<th>Employee Name</th>
<th>Specialisation</th>
<th>Experience in years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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