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)

Table of Contents

NOTICE INVITING TENDER.....4

A. BACKGROUND.....5

B. KEY EVENTS & DATES.....6

C. JOB DESCRIPTION.....6

D. SCOPE & DESCRIPTION OF CONTRACT.....7

a. GENERAL DESCRIPTION.....7

b. SCOPE OF WORK.....7

E. REGISTRATION.....8

F. SEARCHING FOR TENDER DOCUMENTS.....9

G. PREPERATION OF BIDS.....9

H. SUBMISSION OF BIDS.....10

I. PAYMENT TERMS.....11

J. GENERAL INSTRUCTION.....12

K. ELIGIBILITY CRITERIA.....13

L.TIME LINE OF THE PROJECT.....14

M. TERMS AND CONDITIONS/INSTRUCTIONS TO THE TENDERERS.....15

SCHEDULE - 1 WORK ORDER CUM CONTRACT.AGREEMENT FORMAT..18

SCHEDULE – 2 FINANCIAL BID FORMAT.....ATTACHED

ANNEXURE - 1 DECLARATION FORM.....23

ANNEXURE - 2 GENERAL INFORMATION ABOUT THE TENDERER.....24

ANNEXURE - 3 CHECK LIST FOR THE BIDDER.....26

A. BACKGROUND

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

In connection with the Swatchata Action Plan 2020-21 one of the programmes proposed is to repaint (exterior and interior) the building with attractive colours at Raksha, a special school at Kochangadi, Mattancherry, Kochi .

B.KEY EVENTS AND DATES

Tender Notice No	ADMN-GEN/SWBH/1/2019-ADMN
Earnest Money Deposit EMD	Rs.8,750/-
Tender publishing Date	08.03.2021
Last date for clarifications if any,	27.03.2021
Last date and time of online submission of (Technical & Commercial)	29.03.2021, 14 Hrs
Date and time of opening of Technical Bids-Online	30.03.2021

C. JOB DESCRIPTION

MPEDA invites bids through e-Tendering in connection with the re painting of interior and exterior of Raksha, a special school building at Kochangadi, Mattancherry, Kochi at System under the single stage: two bid system in separate entries (i.e. Techno-Commercial BID and Financial Bid) from eligible

bidders for the **REPAINTING OF EXTERIOR AND INTERIOR OF REKSHA SCHOOL BUILDING,** in prescribed format from reputed firms/ Contractors for entering into contract with the Marine Products Export Development Authority (MPEDA), Kochi.

Interested Bidders may obtain further information from the Head office of MPEDA at the address given below from 10:00 to 17:00 hrs. (IST) on all working days –

The Marine Products Export Development Authority
(Ministry of Commerce & Industry, Govt. of India)
MPEDA House, Building No: 27/1162, PB No: 4272,
Panampilly Avenue, Panampilly Nagar PO,
Kochi-682 036, Kerala
Telephone (EPABX): +91 484 2311803 / 2311901 /2311854

E-mail: admn@mpeda.gov.in, ho@mpeda.gov.in
Web: www.mpeda.gov.in

Detailed tender document may be downloaded from procurement portalhttps://eprocure.gov.in or details from MPEDA Website: http://mpeda.gov.in prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. Users are requested to map their system as per the System settings available on the link "System Requirement and Registration Manual" on the E-Procurement portal. After downloading / getting the tender document/schedules, the bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is instructed that the bidder has to read all the terms and conditions before submitting their offer.

Dead line for submission of bid: **14:00 hrs on 29-03-2021**. All bids must be accompanied with a scanned copy of bid security (Either in PDF . 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 shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to the address given above.

The bids are required to be uploaded in two separate parts i.e. techno-commercial bid & Financial Bid. The techno-commercial bids will be opened at 15:30 00 hrs. (IST) **on 30-03-2021**. The Financial Bids of bidders whose techno-commercial bids get qualified would be opened at a later date.

The bidders may visit MPEDA website and e procurement portal www.mpeda.gov.in & https://eprocure.gov.in, for more information and/ or download the bid document.

D.SCOPE & DESCRIPTION OF CONTRACT

a. **General Definitions**

All definitions and interpretation of terms used in this tender notice are as defined in the GFR 2017 and the Manual for Procurement of Goods 2017 of Department of Expenditure, Ministry of Finance, Government of India.

a. **Scope of work**

The tenders are invited for the "**REPAINTING OF EXTERIOR AND INTERIOR AT REKSHA SCHOOL BUILDING.** Work is to be carried out in the Main building (old building) exterior and interior re-painting as per the detailed BOQ published in the website: https://eprocure.gov.in and the same have to be downloaded from the website procurement portal for the submission of tender. MPEDA will undertake and oversee the service, to ensure that the successful tenderer are executing the work properly at the location during the agreed period of contract utilizing the items specified in BOQ to the satisfaction of MPEDA.

E. REGISTRATION

a. Tenderers/ bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:https://eprocure.gov.in/eprocure/app) by clicking on the link **"Click here to Enrol**" on the CPP Portal. Enrolment is free of Charge.

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

c. Tenderers/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.

d. Upon enrolment, the tenderers/bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

e. Only one valid DSC should be registered by tenderers/bidders. Please note that the tenderers/bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

f. Bidder then logs in to the site through the secured log-in by entering their user ID & password and the password of the DSC / e-Token.

F. SEARCHING FOR TENDER DOCUMENT

a. There are various search options built in the CPP Portal, to facilitate tenderers/bidders to search active tenders by several parameters. These parameters could include organization name, location, date, value, etc. There is also an option of **"Advanced Search"** for tenders, wherein the tenderers/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.

b. Once the tenderers/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 Tenders" folder. This would enable the CPP Portal to intimate the tenderers/bidders through SMS / e-mail in case there is any corrigendum issued online to the tender document.

c. 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.

G. PREPARATION OF BIDS

a. Tenderer/bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document 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 names and contents of each of the documents that need to be submitted.

b. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally they can be in PDF / XLS / RAR / DWF formats as mentioned. **Bid documents may be scanned with 100 dpi with black and white option and to be uploaded.**

c. To avoid the time and efforts 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 tenderers/bidders. Tenderers/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 the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process,

H. SUBMISSION OF BIDS

a. Tenderer/bidder should log into the site well in advance for bid submission so that he/she uploads the Bid in time i.e. on or before the

bid submission time as per the system. Bidder will be responsible for any delay due to other issues.

b. Tenderer/bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

c. Tenderer/bidder has to select the payment option as "offline" to pay the EMD and enter details of DD/any other accepted instrument.

d. Tenderer/bidder should prepare the EMD instrument as per the instructions specified in the tender document. Scanned copy of DD/any other acceptable instrument as mentioned towards EMD fee should be uploaded while online submission of the tender and the original should be posted/couriered/given in person to the Tender Processing Section (DD Admn) latest by the last date and time of bid submission or as specified in the tender documents. 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 Tender will be summarily rejected.

e. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the tenderers/bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

f. Tenderers/bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard **Rate Quote Sheet (Percentage BoQ Template)** in .xls format with the tender document, which is to be downloaded and to be filled by all the tenderers/bidders. Tenderers/bidders are required to download the **Rate Quote Sheet (Percentage BoQ Template)** file, open it and complete the green colored (unprotected) cells with their respective financial quotes and other details (such as name of the Tenderer/bidder). No other cells should be changed. Once the details have been completed, the tenderer/bidder should save it and submit it online, without changing the filename. If the **Rate Quote Sheet (Percentage BoQ Template)** file is found to be modified by the tenderer/bidder, the bid will be rejected. In e-Tendering, intending tenderer/bidder can quote their rate in figures only. The total amount is generated automatically. Therefore, the rate quoted by the tenderer/bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. The Comparative Statement and rate quoted by each tenderer/bidder shall be downloaded. **The manual calculation check of tenders/bids and Comparative Statement, shall be final. In case, any discrepancy is noticed, the decision of MPEDA shall be final and binding.**

g. The server time (which is displayed on the tender"s/ bidder"s dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the tenderers/bidders, opening of bids etc. The

tenderers/bidders should follow this time during bid submission. The tenderers/bidders are requested to submit the tenders/bids through online e-tendering system to the **Tender Inviting Authority (TIA)** well before the bid submission end date & time (as per Server System Clock).

h. All the documents being submitted by the tenderers/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 confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

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

j. Upon the successful and timely submission of tenders/bids, the portal will give a successful tender/bid submission message & a tender/bid summary will be displayed with the NIT/tender/bid no. or Name of Work and the date & time of submission of the tender/bid with all other relevant details.

k. The tender/bid summary has to be printed and kept as an acknowledgement of the submission of the bid.

I. PAYMENT TERMS

a. After satisfactorily completion of exterior repainting works 50% of the contract value will be released**.**

b. Upon Satisfactory completion interior repainting 40% of the contract value will be released (On submission of the finial Invoice with Detailed Abstract, Joint measurement payment will be made after verification by the MPEDA or any other agency appointed by MPEDA)

c. 10% percentage of the final bill amount shall be retained from the contractor as security deposit and shall be released on completion of the defects liability period which is fixed as one year from the date of issue of completion certificate without interest.

d. The amount of EMD already deposited shall be deducted from the security deposit.

e. If the lowest quoted party is an MSME contractor/firm, they have to deposit 10% of the contract value on account of performance guaranty within 7days from the award of contract and the same will be released without interest as per the terms and conditions mentioned in the tender document.

J. GENERAL INSTRUCTIONS

a. The contractor shall submit the TENDER through e-procure.gov.in.

b. The EMD in the form of DD for **Rs.8,750/- (Rupees Eight Thousand Seven Hundred and Fifty Only)** payable to Secretary, MPEDA at Kochi shall be submitted in an envelope superscribing **"REPAINTING OF EXTERIOR AND INTERIOR AT REKSHA SCHOOL BUILDING",** MPEDA House, Panampilly Nagar, Kochi before due date of Tender.

c. Tenders that are not submitted with complete documents as listed shall be liable to be rejected.

d. MPEDA reserves the right to reject any or all tenders without assigning any reasons thereof. Canvassing in any form is prohibited and will lead to disqualification.

e. The tenderer shall keep all the information relating to the work or any other aspect of MPEDA's business that comes into his possession as a result of or in connection with this work as confidential.

f. In case of any discrepancies/dispute in the performance of agreement regarding the construction/validity/breach/questions dealt within the jurisdiction of offices/court in Ernakulum.

g. The contractor shall indemnify MPEDA against any loss/claim that may occur to MPEDA, in connection with the execution of work or against MPEDA whatsoever in respect of the workers employed by the contractor for construction.

h. Any statutory payments/remittances like EPF contribution in respect of the workers shall be the sole responsibility of the contractor.

i. The tenderer may visit the site at MPEDA to know about the requirements in person on any working day during office hours.

j. The Successful tenderer shall appoint his own employees to carry out the works. Sub contracting in any form is not allowed.

k. The e-Tenders are invited under two bid system. The first electronic envelope will be named as **Technical Envelope** & will contain documents of tenderer"s /bidder"s satisfying the eligibility conditions, scanned copies of tender document fees and EMD, NIT, etc. and the second electronic envelope will be named as **Financial Envelope** containing Rate Quote Sheet.

l. The bidder shall submit **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** simultaneously. The technical bids will be evaluated first and thereafter financial bids of only the eligible tenderers/bidders shall be opened. These envelopes shall contain one set of the following documents:-

    a. **TECHNICAL BID ENVELOPE** shall contain the following documents:

        i. Scanned copy of Demand Draft/Pay order or Demand Draft of any Nationalized/ Scheduled Bank for Rs. 8,750/- towards Earnest Money Deposit (EMD) in pdf format in

favour of Secretary, The Marine Products Export Development Authority, payable at Ernakulam**.**

ii. Scanned copy of Enlistment Order/Registration certificate with appropriate Authority as applicable in pdf format, if any.

iii. Scanned copies of specific WORK EXPERIENCE CERTIFICATES/ WORK COMPLETION CERTIFICATE along with Work Order/Letter of intent issued by Govt. /Semi-Govt. /Autonomous/PSUs and/or Reputed Institution of requisite.

iv. Scanned copy of UNDERTAKING (as per Annexure – "A") duly signed with company seal in pdf format.

v. Tender Document comprising of Schedule of Quantities/Specification and drawings in pdf format (TENDER.pdf file) digitally signed.

b. **FINANCIAL BID ENVELOPE** shall contain:

Financial Bid (BoQ Template) in .xls format. Bidders may quote their rate in this envelope.

K. ELIGIBILITY CRITERIA

a. The tenderer should have successfully completed **3 (three)** similar works in Govt. Organizations or Private enterprises or Autonomous Bodies of repute in the last three years. Testimonials should be submitted as proof.

b. The tenderer should have annual turnover of at least Rs 25 Lakhs or above in the last three financial years. IT returns should be submitted as proof.

c. **Annual Turnover Certificate:** Scanned copy of Annual Turnover Certificate issued by your Chartered Accountant for prescribed financial period (last three financial years in single certificate) to be uploaded in technical bid.

d. Tenderer shall have valid GST Registration & Income Tax PAN. Self attested copy of PAN and Goods & Service Tax (GST) registration certificate to be uploaded along with Technical bid. Tenderer shall submit a copy of their IT returns.

e. If the tenderer exempted from submission of EMD, then upload a valid certificate issued by 'National Small Scale Industries Corporation (NSIC) or upload copy of MSME certificate. However, such exempted bidder shall deposit a Bank Guarantee of 10 % of the contract value as Performance Guarantee within 7 days from Award of Contract.

f. The bidder should not have been blacklisted by any Govt. firms in India, and a declaration in this regard should be submitted along with the tender'.

L. TIMELINE OF THE PROJECT

The timeline is of utmost importance. The work needs to be completed within **20 days** from the date of signing the agreement / possession of site whichever is earlier.

M. TERMS AND CONDITIONS/INSTRUCTIONS TO THE TENDERER

1. **Tenderers are expected to visit the site before quoting the rates** and should satisfy themselves as to the nature and condition of the work and facilities available.
2. Tenderers are required to study the tender document and understand the conditions, drawings, specifications, etc. Doubts, if any, should be got clarified.
3. The tenderer should quote for all items in the tender schedule in figures. If there is any discrepancy between the unit rate and amount, the unit rate will prevail.
4. No additional clauses, alterations in specifications by the tenderer will be accepted. If done, the tenderer will be disqualified. The tenderer shall on submission of this tender be deemed to have accepted the terms and conditions contained in the tender documents.
5. In case of the successful tenderer, the earnest money deposit shall be retained as security deposit. The earnest money of the unsuccessful tenderers will be refunded within a reasonable period. No interest shall be paid while returning the earnest money.
6. The successful tenderer shall be required to execute an agreement within **7 days** from the date of receipt of the notice of acceptance of tender from MPEDA. In the event of failure on the part of the successful tenderer to sign the agreement within 7 days, the EMD will be forfeited and the acceptance of the tender shall be considered as cancelled.
7. The rates quoted in the tender shall be measured as per finished work and shall include cost of materials, transportation, freight charges, taxes , etc. complete.
8. **Time is the essence of the work. Only those who can maintain progress of work as per schedule and offer best quality material and workmanship should tender for this job.**
9. The work is to be completed within **20 days** from signing the agreement / possession of site whichever is earlier.

10. MPEDA has the right to reject any or all tenders without assigning any reason. MPEDA reserves the right to delete or alter any item(s) from the tender schedule without assigning any reason .Claims by the contractor for compensation or damages on account of these shall not be entertained.

11. The contractor must co-operate with other agencies appointed by the Employer/ Architect so that the work shall proceed smoothly.

12. Quantities shown in the tender are approximate and payment shall be made as per actual measurements. In the course of execution of it become necessary to do any additional /excess work, prior consent of MPEDA shall be taken. The successful tenderer is not entitled to any sort of compensations with regard to variations, if any, between the actual quantities and tender quantities, if prior permission for which is not obtained.

13. Measurements of work carried out shall jointly be taken by the Contractor and representative of MPEDA and payments shall be as per the recommendations.

14. The material specified has to be strictly adhered to and the workmanship should be of superior quality. All other materials not specified shall get prior approval from MPEDA before purchase/ installation. Commencement of work without approval of the material shall be entirely at the risk and cost of the contractor.

15. The responsibility for the safety, security and accounting of the materials and equipment brought or installed by the successful tenderer for completion of the work will remain with the contractor till the completed work is handed over to MPEDA.

16. MPEDA reserves the right to reject any portion of work or materials, which is found unsatisfactory or not up to the standard. If the performance of the successful tenderer is found to be unsatisfactory, MPEDA reserves the right to cancel in part or whole of the contract and get the work executed through alternative means at the entire risk and cost of the successful tenderer.

17. The contractor will be responsible to provide all statutory benefits to the employees / labourers engaged by him and in case MPEDA becomes liable to make payment of any such statutory benefits to the employees/ labourers of the contractor, the contractor will be liable to indemnify the damage and the loss suffered by MPEDA. MPEDA shall have liberty, without referring to the contractor, to deduct, such sum as may be suffered as loss or damage due to the aforesaid reason from pending bill of the contractor.

18. The successful tenderer shall give all necessary personal attention to the work during the progress of work and also until the expiry of **Defects Liability Period', which is one year from the date of issue of completion certificate.**

19. Necessary lighting arrangements/cleaning and removal waste, derbies etc. /covering the area allotted for work shall be made by the contractor at no extra cost for the work.

20. The contractor shall on request dismiss immediately from the work any person(s) employed there on who may be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of MPEDA.

21. Income tax and GST at prevailing rates will be deducted from the final bill and certificate will be issued to the contractor.

22. 10 percentage of the contract value after adjusting the EMD or Performance Guarantee, as the case may be, shall be retained from the contractor and shall be released on completion of the defects liability period subject to clause 18.

23. Any defect, shrinkage, settlement, unsound construction or other faults in materials, workmanship and / or equipment's supplied and installed which may appear within the defects liability period stated in clause 18, shall upon the direction of the Architects / MPEDA be attended and made good by the contractor at his own cost. In the event of failure of the contractor to amend the faults within a reasonable time, MPEDA may rectify the damages / faults by employing other persons, and all loss and expenses consequent there on or incidental there to shall be borne by the contractor. The retention money at the end of defects liability period will be released only after deducting the expenses or loss incurred by MPEDA during the defects liability period.

24. If the successful tenderer does not complete the work within the stipulated time, MPEDA reserves the right to recover the liquidated damages of Rs.2000/- for every additional day or part thereof until the work is satisfactorily completed and handed over. Such damages will be deducted from any money due to the tenderer.

25. The Contractor shall not use the site for any purpose other than carrying out the work as defined in the Contract.

26. The Contractor is responsible for clearing the site of the debris, rubbish and the leftover materials as and when accumulated once in every day so that the site is kept clean and orderly. No additional payments will be made for this.

27. The Contractor may use the electricity and water connections of the premises for carrying out the work but will have to pay a nominal amount which is mutually agreed up on between the contractor and MPEDA and the contractor is not allowed to use the passenger lifts for shifting the materials.

28. The Contractor shall take maximum care to safeguard the furniture, fixtures /stationary / electronic equipment etc in the REKSHA building & premises. Damages / loss caused shall be compensated by the

Contractor failing which the cost shall be recovered from the Contractor's Bill.

29. MPEDA has the right to introduce new items, not included in the Tender schedule for which the rates shall be fixed by MPEDA as per the prevailing market rates. The contractor can give a cost analysis if asked to justify his rates which may be acceptable to MPEDA if the rates are justifiable.

30. The Contractor / his representative shall respect and obey the rules and procedures followed with regard to security and cooperate for the smooth functioning of MPEDA.

31. Tenderer shall submit the declaration form **ANNEX I** and **ANNEX-II** along with the technical bid.

32. Tenderer may also refer additional documents provided in this tender for the execution of work assigned.

33. 'In coordination with MPEDA, the contractor shall make arrangement for buy back of any usable / salvaged material or scrap accrued on account of dismantling, and any revenue generated thereof shall be adjusted against the dues to the contractor'.

The Bidders will be given an opportunity to visit the site and analyze the quantum and type of work during office hours.

SCHEDULE-1

Work Order format

File
No: Date:

To,
M/s .....

Sirs,

Sub: Civil, Interior and MEP works at Metro Station, Aluva, Ernakulam.

Please refer your quotation dated XX XX 2021 for the Civil, Interior and MEP works at Metro Station, Aluva, Ernakulam. We are pleased to award the work to you for an amount of Rs. XX (Rupees XXX). You are directed to execute an agreement with us within Seven days on receipt of this letter. Tender documents and drawings shall form part of the agreement. The work is to be undertaken immediately at the site under the strict supervision of MPEDA and completed within 20 days.

The material used shall be certified and approved by MPEDA and shall be strictly as per specification given. You shall appoint a full time qualified and experienced supervisor authorized by you at site.
The contractor must co-ordinate with any other agencies appointed by the MPEDA so that the work shall be completed within the specified time. It should be ensured by the Contractor that entire work is completed within 20 days from XX.XX.2021.

You shall take maximum care to safeguard the furniture, fixtures /stationary / electronic equipment etc in the REKSHA building & premises. The damages for the delayed completion of work as specified in tender conditions /agreement shall be strictly enforced. Damages caused shall be compensated; failing which the cost shall be recovered from your final bill. You are also directed to ensure that minimum disturbance is caused to the smooth functioning of Metro Station. You may use the electricity and water connections of the premises for carrying out the work but will have to pay a nominal amount which is mutually agreed up on between you and MPEDA.

EMD shall be retained as security deposit for a period of one year. No interest shall be paid while returning the Performance Guarantee after one year as per rules.

The payment shall be made on joint measurement taken with MPEDA Officials /certification of bill prepared by the contractor Up on Satisfactory completion. After satisfactorily completion of exterior repainting works 50% of the contract

value will be released**.** Up on Satisfactory completion of interior repainting 40% of the contract value will be released (On submission of the finial Invoice with Detailed abstract, joint measurement payment will be made after verification by the MPEDA or any other agency appointed by MPEDA). 10% percentage of the final bill amount shall be retained from the contractor as security deposit and shall be released on completion of the defects liability period which is fixed as one year from the date of issue of completion certificate without interest. The amount of EMD already deposited shall be deducted from the security deposit.

The contractor shall submit the final bill within seven days of virtual completion of work. The contractor shall make no further claim after submission of the final bill. Statutory recoveries shall be made from the bill. Necessary Scaffoldings, ladders/cleaning and removal waste, derbies etc. /covering the area allotted for work shall be made by the contractor at no extra cost for the work.

The contractor should be submitting a detailed Project Execution Plan, i.e. (Work detail, starting date, ending date, duration etc.).

You may sign a copy of the work order and return to the under signed as the token of your acceptance of the terms and conditions of this work order.

Yours faithfully,

(xxxxxxxxxxxxxxxxxxxxx)

Draft of the Agreement

ARTICLES OF AGREEMENT

This agreement is made ..... day of ..... 2021 between The Marine Products Export Development Authority, an autonomous body under the Ministry of Commerce, Government of India, Having its Head Office at MPEDA House, Panampilly Avenue, Kochi-682 036, acting through The Secretary MPEDA, hereinafter called "MPEDA" which term shall, unless repugnant to the context, include its legal representives, of the one part.

AND

M/s, l---------- represented by Shr....., having it's Registered Office at .....(hereafter called "THE CONTRACTOR" which term shall, unless the context otherwise admits, include his heirs, executors, administrators, legal representatives, nominees and assigns, of the other part.
WHEREAS
IN WITNESS WHEREOF, the parties afore-mentioned have signed this deed on the day and year first in above written, in token of acceptance of the terms thereof.

1. The EMPLOYER is desirous of Exterior and Interior Painting of Reksha School, Kochangadi, Kochi. (hereinafter referred to as the SITE).

2. The CONTRACTOR shall carry out the work, more particularly described in the schedule herein after contained at the site plan given below, on the item rate basis to be paid for according to the actual measured quantities of each finished work, at the rates contained in the schedule of quantities.

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT:

1. The terms and Conditions/Drawings for the said contract having been stipulated in the said tender document which the contractor has agreed, shall be read and construed as forming part of this agreement and the parties hereto shall respectfully abide by, submit themselves to the said conditions and perform the agreements on their part respectively contained in the said conditions.
2. This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work on item-rate basis to be paid for according to the actual measured quantities of each finished work, at the rates contained in the BOQ.
3. The Contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the

same site as may be ordered to be done from time to time by the Employer, even if such work may not be shown on the said drawings or described in the said Schedule of quantities and Specifications. The rates for such extra works shall be determined on the basis of prevailing rates by employer.

4. The approved/to be approved drawings mentioned herein shall form the basis of this contract.

5. The Employer reserves to itself the right of altering the drawings and the nature of the work through the Consultant by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

6. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work immediately preferably within 7 working days from the date of receipt of this order and shall complete the entire work within (60) Sixty days from commencement date. .All payments by the Employer under this contract will be made at Kochi by NEFT/RTGS only.

7. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kochi and only Courts in Kochi shall have jurisdiction to determine the same.

8. This agreement shall be signed in triplicate, the original where of shall be kept in the custody of the Employer and the duplicate with the Contractor, triplicate with the Accounts Section. Stamp duty, if any, shall be borne and paid by contractor.

9. In the event of breach of Contract of any of the said conditions by the Contractor, the Employer reserves the right to terminate this Contract, whereby the Contractor shall not be eligible for any compensation or damages whatsoever. The Contractor shall not be eligible for any compensation for the completed work, which shall be the property of the Employer. The Employer at the cost of the Contractor shall undertake any pending work due to the cancellation of this contract and he shall be liable for such damages experienced by the Employer.

10. The Contractor is responsible for clearing the site of the debris, rubbish and the leftover materials as and when accumulated once in every day so that the site is kept clean and orderly. No additional payments will be made for this.

11. The schedule of work (item wise) and site plan/ Drawings may also be signed by the contractor.

IN WITNESS WHEREOF the employer has set its hands hereunto and two duplicates here of through its duly authorized official and the Contractor has caused these presents and two duplicates hereof under its common seal by its duly authorized representative at the place and on the date and year first herein above written.

SIGNATURE CLAUSE

SIGNED SEALED AND DELIVERED by The Marine Products Export Development Authority by the hand of The Secretary MPEDA.

In the presence of

1. .....
Address .....
.....
.....

2. .....
Address .....
.....
.....

SIGNED SEALED AND DELIVERED by the Contractor by the hands -----
---

In the presence of

1. .....
Address .....
.....
.....

2. .....
Address .....
.....
.....

ANNEX I

DECLARATION FORM

(To be given on Company Letter Head)

Date:

To,
Secretary
MPEDA
MPEDA House, PB No:4272, Panampilly Avenue,
Panampilly Nagar PO, KOCHI-682 036, KERALA

Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No **.....**.
Name of Tender / Work:
Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely:.....
.....
.....
as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to _____ (including all documents like Annex(s), table(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEX II

GENERAL INFORMATION ABOUT THE TENDERER

1	Name of the Tenderer			
	Registered address of the firm with GSTIN			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Contact Person Details				
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
3	Address			
	State		District	
	Telephone No.		Fax	
	Email		Website	

Type of the Firm (Please √ relevant box)						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					
Nature of Business (Please √ relevant box)						
5	Original Equipment Manufacturer		Authorized Dealer /Representative			
	Direct Importer		Others, specify.			

Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)				
6	in case of Directors, DIN Nos. are required			
	Name		Designation	
	Name		Designation	
Bank Details				
7	Bank Account No.		IFSC Code	
	Bank Name & Ad		Branch Na	

	dress		me	
	Tel No		Email ID	
	PAN Card No			
8	*Whether any criminal case was registered against the company or any of its promoters in the past?*			Yes / No
9	*Other relevant Information provided ** *(here enclose the details such as presentation on the details of the tenderer in a CD preferably, please avoid submission of detailed leaflets/brochures etc, if possible.)*			
Date:		*Office Seal*		*Signature of the tenderer / Authorised signatory*

ANNEX-III

CHECK LIST FOR BIDDER

Name of the Bidder:.....

Sl. No.	**Particulars**	**Document attached**	**Page No.**
A	MSME or NSIC Certificate	Yes/No	
B	EMD- ₹. 8,750/- DD No..... Date:.....	Yes/No	
C	Technical bid with following Annexes: **COVER A**	Yes/No	
	1. Annex-I Declaration Form	Yes/No	
	2. Annex-II - General Information about the tenderer	Yes/No	
	3. Annex-III Check List For Bidder	Yes/No	
	4. Copy of Annual Turnover Certificate in pdf	Yes/No	
	5. Copy of Valid GST Registration Certificate in pdf	Yes/No	
	6. Scanned copy of Enlistment Order/Registration certificate with appropriate Authority as applicable in pdf format	Yes/No	
	7. Scanned copies of specific WORK EXPERIENCE CERTIFICATES/ WORK COMPLETION CERTIFICATE along with Work Order/Letter of intent issued by Govt. /Semi-Govt. /Autonomous/PSUs and/or Reputed Institution of requisite	Yes/No	
D	BOQ properly filled and uploaded- **COVER B only in.xls format.**	Yes/No	

Signature of Bidder

Name & Designation

Date