

2. Introduction

The Marine Products Exports 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.

3. SCOPE OF WORK

The **RENOVATION OF WASH ROOMS AT MPEDA QUARTERS** are to be carried out in the MPEDA QUARTERS, G-373, at Panampilly Nagar, Kochi-682036, Kerala. The existing building is being renovated for making the interior area more suitable and convenient. The detailed Bill of Quantity (BOQ) and Drawings for the work is available in the website: <https://eprocure.gov.in> and the same have to be downloaded from the website procurement portal for the submission of tender.

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 –

Deputy Director (Admn)

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 2311901 – Extn- 304, 311

E-mail: admn@mpeda.gov.in

Web: www.mpeda.gov.in

4. GENERAL CONDITIONS

4.1. ELIGIBILITY CRITERIA.

- (i) The tenderer should be **successfully completed 3 (three) similar works** (renovation of conference hall, auditorium, office building, etc.) costing not less than the amount of Rs.12 Lakh. during the last 7(Seven) years ending 31/03/2021 OR two similar completed works costing not less than Rs. 24. Lakh in Govt. Organizations, Autonomous Bodies or Private enterprises of repute in the last three years. Work orders and Work completion certificates should be submitted as proof.

ii. The tenderer should have average **annual financial turnover** during last 3 (Three) consecutive years, ending 31/03/2021 should be atleast as Rs.10 Lakh. Relevant copies of Annual Accounts certified by Chartered Accountant and IT returns should be submitted as proof.

(iii) The bidder should not have been blacklisted by any Govt. agencies in India. A self declaration in this regard should be submitted along with the tender.

iv. Tenderer shall have valid GST Registration and PAN. Self attested copy of PAN and Goods & Service Tax (GST) registration certificate should be uploaded along with Technical bid.

4.2. Earnest Money Deposit (EMD)

The EMD in the form of DD for Rs.20,000/- (**Rupees twenty thousand Only**) in the name of the Secretary, MPEDA at payable at Kochi shall be submitted in original in a sealed envelope superscribing **“RENOVATION OF WASH ROOMS AT MPEDA QUARTERS”** MPEDA House, Panampilly Nagar, Kochi, before due date of Tender. A copy of the DD shall be uploaded along with the Technical bid.

The EMD will be returned without interest to the unsuccessful tenderers. The EMD of selected tenderer shall be retained against performance guarantee.

If the tenderer is exempted from submission of EMD, the valid certificate issued by National Small Scale Industries Corporation (NSIC) or MSME certificate should be uploaded in the technical bid.

4.3. Performance Guarantee

The successful bidder, even if exempted from payment EMD, shall submit 10% of the contract value as Performance guarantee within 7 days from the award of contract. The performance guarantee will be released after 60 days from completion of defect liability period (ONE YEAR) without interest.

In case the performance guarantee is not submitted within that time MPEDA shall reject the tender.

4.4. Timeline of the Project

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 bidder to sign the agreement within 7 days, the EMD will be forfeited and the acceptance of the tender shall be considered as cancelled.

The timeline is of utmost importance. The work needs to be completed within **14 days** from the receipt of work order in synchronization with other works going on simultaneously in the premises.

In case the bidder is not completing the work within the stipulated days MPEDA will impose penalty of Rs 2000 for each day of such delay.

5. Payment Terms

Payment shall be released against submission of part bill/final invoice and certification by the competent authority at MPEDA or any other agency appointed by the MPEDA.

The payment terms are detailed below:

- a.** Up on Satisfactory completion of Demolition works/removal of debris from the site and supply of all materials at site 50% of the contract value shall be released.
- b.** Up on Satisfactory completion of entire works (as per the BOQ) 50% of the contract value shall be released after applicable deductions as per the tender document.

6. GENERAL INSTRUCTIONS TO THE BIDDERS

6.1 REGISTRATION

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 Enroll”** on the CPP Portal. Enrolment is free of Charge.

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

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.

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.

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.

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.

6.2 SEARCHING FOR TENDER DOCUMENTS

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.

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 to the tender document.

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.

6.3 PREPARATION OF BIDS

Tenderer/bidder should take into account any corrigendum published to 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.

Bidder should get ready the bid documents to be submitted in advance 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.**

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.

6.4 SUBMISSION OF BIDS

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.

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

Tenderer/bidder has to select the payment option as “offline” to pay the Tender Fee & EMD and enter details of DD/any other accepted instrument.

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 & Tender Fee should be uploaded during online submission of the tender and the original should be posted/couriered/given in person to the Tender Processing Section latest by the last date and time for bid submission or as specified in the tender documents. The details of the DD/any other acceptable instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission. Otherwise the Tender will be summarily rejected.

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.

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. The **Rate Quote Sheet** file, may be opened and the green colored (unprotected) cells completed 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.**

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 specified time on the last date for bid submission (as per Server System Clock).**

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.

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

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.

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

7. SPECIAL CONDITIONS

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

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

7.3. 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.

7.4. 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.

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

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

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

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

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

7.10. 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. 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 of Nationalized/ Scheduled Bank for Rs. 20,000/- 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 GST and PAN Registration certificate with appropriate Authority as applicable in pdf format.
- 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. Tender Document comprising of Schedule of Quantities/Specification and drawings in pdf format (TENDERXXXXX.pdf file) digitally signed.
- v. Tenderer shall submit the declaration form **ANNEX I, ANNEX-II** and **ANNEX-III** along with the technical bid.
- vi. Tenderer may also upload additional documents if necessary.

(B) FINANCIAL BID ENVELOPE shall contain:

- i. Financial Bid (BoQ Template) in .xls format. Bidders may quote their rate in this envelope. In case of any clarification, you may please contact Deputy Director (Admn).

7.11 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.

7.12 Tenderers are required to study the tender document and understand the conditions, drawings, specifications, etc. Doubts, if any, should be got clarified.

7.14 The tenderer should quote for all items in the tender schedule in figures. If there is any discrepancy between the unit rate and total amount, the unit rate will prevail.

7.15. 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.

7.16. The rates quoted in the tender shall be all inclusive including cost of materials, transportation, freight charges, taxes etc.

7.17. MPEDA has the right to reject any or all tenders without assigning any reason.

7.18. 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.

7.19. The contractor must co-operate with other agencies appointed by MPEDA so that the work shall proceed smoothly.

7.20 Quantities shown in the tender are approximate and payment shall be made against the invoice as per actual measurements taken jointly by the Contractor and MPEDA.

7.21 In the course of execution of if 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 the same is not obtained.

7.22 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.

7.23 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.

7.24 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.

7.25 The contractor will be responsible to provide all statutory benefits to the employees / labourers engaged by him and pay all statutory dues under Acts like EPF, ESI etc as are applicable and the contractor shall indemnify MPEDA against any claim/damage/loss suffered by MPEDA on that account. 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. MPEDA shall not be responsible for the safety of the

employees of the contractor. Any injury or loss suffered by the employees of the Contractor shall be compensated by the contractor.

7.26. The successful tenderer shall bestow 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 work completion certificate** and may engage his own person for effective supervision at no extra cost.

7.26. Necessary lighting arrangements shall be made by the contractor at no extra cost for the work.

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

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

7.29 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 shall upon the direction of 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 will be released only after deducting the expenses or loss incurred by MPEDA during the defects liability period.

7.30 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.

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

7.32 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.

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'.

7.32 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.

7.33 The Contractor shall take maximum care to safeguard the furniture, fixtures /stationary / electronic equipment etc in the MPEDA building &

premises. Damages / loss caused shall be compensated by the Contractor failing which the cost shall be recovered from the Contractor's Bill.

7.34 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.

7.35 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.

7.36 The tender shall remain valid for minimum 90 days from the date of opening Price bid. A bid valid for lesser period shall be rejected by MPEDA as non responsive'.

7.36 The tenderer should strictly ensure Covid 19 protocol in work place. OMs/Guidelines issued by Local Body/State/Central Government may be followed by the Contractor/representatives/labourers etc.,