

The E-TENDER
for
PRINTING MPEDA- NEWSLETTER

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
(MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA)
P. B. No. 4272, MPEDA House, Panampilly Nagar, Kochi – 682 036.

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THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
(MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA)
P. B. No. 4272, MPEDA House, Panampilly Nagar, Kochi – 682 036.

Name of the work	Printing of MPEDA NEWLETTER
Bid Security (Earnest Money Deposit)	Rs. 40,000/- (Rupees Forty Thousand only) in the form of Account payee DD from any of the nationalized banks in favour of “THE SECRETARY, MPEDA” payable at Ernakulam
Last Date and Time for receipt of Bids	11/05/2022 by 2:00 PM
Time and Date of Opening of Technical Bid	13/05/2022 by 2:00 PM
Place of Opening the Bid	The Marine Products Export Development Authority, MPEDA House, Panampilly Avenue, Kochi – 682 036 KERALA

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY (MPEDA)

(Ministry of Commerce & Industry, Govt. of India)

PANAMPILLY NAGAR, KOCHI – 36

PMP-PUB/NL/1/2021/

TENDER NOTICE

The Marine Products Export Development Authority (MPEDA) invites E-Tender for PRINTING OF MPEDA NEWSLETTER from reputed printing agencies. The details of requirements and terms & conditions are available in the E- procurement portal <https://eprocure.gov.in/eprocure/app> and MPEDA Website: <http://mpeda.gov.in>.

Tender ID : 2022_MPEDA_684448_1

Tender Reference Number : PMP-PUB/NL/1/2021

The last date for submission of tenders is 11.05.2022 at 14:00 hours

The bids are required to be uploaded in two separate parts i.e. Technical bid & financial bid. All bids must be accompanied with a scanned copy of bid security (in PDF format) The Technical bid will be opened at 1400 hrs on 13/05/2022 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.

Place: Kochi	Secretary
Date : 19.04.2022	MPEDA

TENDER DOCUMENT
THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
PANAMPILLY AVENUE, KOCHI -36

INVITING TENDERS FROM PRINTING AGENCIES/ FIRMS/ COMPANIES

A. INTRODUCTION:

The MPEDA invites Tender from reputed, experienced and printers having state of the art printing facility for printing of its ready to print Monthly Newsletter (MPEDA NEWSLETTER). The tenure of contract for the eligible firm shall be for a period of THREE years.

B. DESCRIPTION OF SERVICES

- To print and deliver the Monthly Newsletter of MPEDA- “MPEDA NEWSLETTER” in English/Hindi as per the specifications provided. The period of contract for the eligible firm shall be for a period of 3 years.
- Pasting address on covers provided from MPEDA and inserting individual magazines in cover for dispatching.
- All the services described above shall be put into practice within 1 month from the date of issue of work order.

Specification for printing work of MPEDA Newsletter

1. Size : 28 x 21 cm closed & 28 x 42 cm open size
2. Language : English/Hindi
3. Paper : Cover 170 gsm art card with mat lamination
Inside 100 gsm art paper
4. Enhancing if any : Colour enhancement if needed before preparing plates.
5. Method of printing : Multi colour offset using thermal plates or superior technology for English edition and digital printing for Hindi edition.
6. No of copies : English- 750, Hindi- 10
7. No. of pages : 60 (approximately) with center stapling.
8. Pasting of address and insertion of copies in cover for dispatch (cover provided by MPEDA).
9. Charges for additional pages above or below 60 will be paid proportionate to the quoted amount.
10. The final proof for printing each issue would be provided by us.
11. Sample art paper should be showed to the section before finalizing the tender.

12. Printing of newsletter and supplying of entire printed copies to MPEDA HO should be completed within five days from the receipt of the approved final proof.

C) ELIGIBILITY AND QUALIFICATION

The Agency/ Firms/ Companies should fulfill the following criteria:

(i) Essential

1. The bidder shall be reputed printer (herein after referred as "Vendor") having minimum financial turnover of **Rs. 25 Lakh (Rupees Twenty five Lakh only)** and above in a single year, during the last three years commencing from 2015-16.
2. The vendor should have minimum 5 years experience in printing & delivery of publications and successfully completed 3 similar works costing not less than Rs.5.00 lakh OR 2 similar works costing not less than Rs.6.00 lakh OR one similar works costing not less than Rs.8.00 lakh.
3. The vendor should have received at least 3 work orders per year for more than 5,000 copies in last 3 years.
4. The vendor should have audited balance sheet for last 3 years.
5. Vendor should have Tax registration
6. Experience with proof for printing & delivery of publications to Union/ State government / PSUs/ Private Enterprises etc. on various social / service and business meet.

(ii) Desirable

1. Awards / certificates of excellence received, if any.

D. TERMS AND CONDITIONS

1. The VENDOR should have at least five years' experience in handling similar assignments preferably with Govt./PSUs.
2. **Earnest Money Deposit (Bid Security), Rs. 40,000/-:** Bids received without EMD shall be summarily rejected without technical evaluation. The EMD may be submitted in the form of Demand Draft (with 6 months validity). **The EMD should be uploaded along with Technical bid and the original should reach at MPEDA, HO before the final date of submission i e 11/05/2022.**

EMD is not required to be submitted by those Bidders who are registered with the Government e Marketplace (GeM), National Small Industries Corporation (NSIC), MSME **for similar type of services**. Valid documentary evidence in this regard should be attached in the technical bid.

3. The EMD will be forfeited if the bidder withdraws or amends or impairs or derogates from the tender in any respect within the validity period of their tender.

4. The EMD of unsuccessful bidders will be returned without interest after finalization of the contract with the successful bidder.
5. The bidder shall give the quote separately for three years.
6. The EMD of the successful bidder will be returned upon the receipt of **Performance Security Deposit**.
6. The request of the bidder to withdraw his bid offer after the tender closing date will not be entertained and result in the forfeiture of the EMD. The firm will be black listed and will be debarred from participating in future tenders.
7. The successful agency shall have to submit a Performance Security Deposit in the form of Bank Guarantee equal to the average Financial bid quoted for one edition for three years, which shall be valid for a period of minimum 37 months from the date of acceptance of the contract.
8. The vendor shall not sublet whole or part of the work to any other agency, in case of award of contract.
9. The vendor shall print & deliver the Newsletters, in accordance with the contract to the complete satisfaction of the Authority.
10. Vendors are advised to understand the quality of the job involved before submitting the bids.
11. In case of default on the part of the agency in carrying out any order, all expenses incidental thereon for getting the work done externally shall be borne by the agency and will be made good from any sum due to the agency or recovered from them.
12. The decision of the Authority in the matter arising out of this contract shall be final and binding in regard to all matters relating to the contract.
13. Canvassing in any form by the agency directly or by any other agency / person on their behalf may lead to disqualification of their bid.
14. Please note that falsification/ suppression of information shall lead to the disqualification of the vendor.
15. All cases/proceedings relating to any dispute or claim arising out of or any case of performance of this contract shall be falling in appropriate court having jurisdiction in Ernakulam, Kerala.
16. In the event of the vendor committing breach of any of the above terms and conditions or the services of the vendor being found to be unsatisfactory, the contract can be terminated by the Authority even before the expiry of the period of agreement by giving 5 day's notice to the vendor. Even otherwise the Authority will have the right to terminate the engagement of vendor by giving 10 day's notice.

17. The Authority 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.
18. The Authority reserves the right to accept or reject tender without assigning any reason thereof. No claim or complaint in this regard will be entertained by the Authority.
19. The Authority is under no obligation to accept the lowest or any tender received in response to this tender notice.
20. Tender document should be signed on all the pages by the Authorised signatory along with seal of the vendor.
21. Resolution of the Company (if the vendor is a Company) authorizing the person signing the Tender, to sign the Tender on behalf of the Company is to be provided.
22. In the event of the vendor committing a breach of the contract the Authority is entitled to receive from the vendor compensation to the extent of loss incurred as determined by the Authority for any loss or damage caused to the Authority.
23. The Agency shall keep confidential all the information relating to work or to any aspect of MPEDA's business that comes into its possession as a result of or in connection with its work under this project.
24. Payment will be made on monthly basis in accordance with financial bid rate and performance of the work.
25. The MPEDA reserves the right to terminate the contract or agreement executed on incomplete execution/poor performance by the agency.
26. The agency should not have been blacklisted by any Central/ State Government/ Public Sector Undertaking, Govt. of India.
27. The agency should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this Request for Empanelment and in execution of agreement.
28. MPEDA reserves all the right to reject any application without assigning any reason.

E. INSTRUCTIONS FOR SUBMISSION OF TENDER

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 Schedule. 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 “Secretary MPEDA”, payable at Ernakulam) shall be deposited in “ORIGINAL” in a sealed envelope before bid opening date and time to the address given above.

A. **Technical Bid Documents** should include the following details:

1. Application Form (***Annex.I***).
2. An Earnest Money Deposit (EMD) of Rs. 40,000/- shall be submitted as mentioned in the terms and conditions.
3. Agency Profile along with details of Organization Structure and Strength in printing technology.
4. Copy of PAN Card and GST Registration.
5. Copies of Chartered Accountant certified audited balance sheet for the years 2018-19, 2019-20 and 2020-21 along with the turnover details filled and certified by Chartered Accountant in the prescribed format as per ***Annex II***.
6. Supporting documents of 5 years’ experience in the field of printing undertaken with Government/PSUs/Others should be uploaded by the bidding company or consortium not be in a legal position to disclose the work orders or completion certificates, the concerned company or consortium may then submit an undertaking with the details of the clients and projects related to this tender.
7. **Financial Bid document** should comply the following: The bidding company should quote a bid to provide all the deliverables given in the Scope of Work. The quoted bid should not be a qualified or conditional one. The bid shall indicate the amount as per the Annexure III, and all applicable taxes should be shown separately (to be submitted online in the BOQ format provided as per ***Annex III***).

Note: All the pages of the supporting documents submitted should be duly signed and sealed by the Bidder/Agency.

F. SELECTION METHOD & CRITERIA

The Evaluation process shall be a two-stage process. Prior to the detail evaluation of the Technical Bids, MPEDA shall determine whether each bid is complete

- Whether it is accompanied by the required documentary evidences towards the Eligibility Criteria.
- Is it substantially responsive to the requirements set forth in the tender conditions.

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%.

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

$St = T * 0.70$ where T is the Technical score awarded to the bidder as per Technical Evaluation Criteria

b) 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

$Sf = 30 * Fm / F$ (Fm= Lowest evaluated tender cost, F = value of Commercial Proposal under consideration)

c) 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 $S = St + Sf$.

The technical evaluation criteria are broadly defined as under. Bidder has to provide documentary proof against each criterion as a part of technical proposal.

Technical Bid Evaluation & Scoring Pattern

SI. No.	Criteria	Score
1	Turnover	10
2	Completeness of tender	10
3	Work with Govt/MPEDA	10
4	Use of latest & advanced Technology	20
5	Work orders for similar publications (10 mark for each work order & maximum marks 50)	50
	Total	100

Those bidders scoring 80% marks or **above** in the technical bid evaluation will only be qualified for opening the Financial bid.

Work Order

PMP-PUB/NL/1/2021

Date:

M/s.

Sir,

Sub: Offer of work order for Printing MPEDA Newsletter.

Ref: Your tender dated:

With reference to your tender mentioned above, we are pleased to inform you that your tender for Printing MPEDA Newsletter, which includes print and deliver of the Monthly “MPEDA NEWSLETTER” in English/Hindi as per the tender conditions, has been accepted at a total cost of Rs...../- (Rupees Only) inclusive of all taxes/GST, as detailed below and as per the terms and conditions included in this work order.

1. **SCOPE OF WORK**

M/s. _____ will be responsible for Printing MPEDA Newsletter, which includes the following scope of work:

- To print and deliver the Monthly Newsletter of MPEDA- “MPEDA NEWSLETTER” in English/Hindi for a period of 3 years as per the specifications mentioned below

Specification for printing work of MPEDA Newsletter

- Size : 28 x 21 cm closed & 28 x 42 cm open size
- Language : English/Hindi
- Paper : Cover 170 gsm art card with mat lamination inside 100 gsm art paper
- Enhancing if any: Colour enhancement if needed before preparing plates.
- Method of printing: Multi colour offset using thermal plates or superior technology for English edition and digit print for Hindi edition.
- No of copies : English- 750, Hindi- 10
- No. of pages : 60 (approximately) with center stapling
- Charges for pasting of address and inserting copies in cover for dispatching.
- Charges for additional pages above or below 60 will be paid proportionate to the quoted amount.
- The rate is inclusive of Charges for pasting of address and inserting copies in cover per copy for dispatching.

- The final proof for printing each issue would be provided by us.
- Sample art paper should submit to the section before the closing date of tender.
- Printing of monthly newsletter and supplying of the entire copies for dispatch should be completed within five days from the receipt of the approved final proof.
- Pasting address on covers provided from MPEDA and inserting individual magazines in cover for dispatching.
- All the services described above shall be put into practice within 1 month from the date of issue of work order.
- Contract period: 3 years from the date of acceptance of work order.

2. PAYMENT TERMS & SCHEDULE

GST invoice for each month's work shall be submitted immediately after the delivery of full print copies of the newsletter.

The payment against the invoice raised for the printing service rendered in each month shall be released in full within 10 days of submission of original Invoice to MPEDA.

All payments to be released by MPEDA in the form of NEFT/RTGS in favour of M/s. _____, within 10 days from the date of invoice

3. TERMS AND CONDITIONS

- a. The articles/photographs developed will be free from any patent/copyright infringement.
- b. The Agency shall not sublet whole or part of the work to any other agency.
- c. The Agency shall execute, comply and organize the function, in accordance with the contract to the complete satisfaction of the Authority.
- d. There will be no variation in price quoted during the period of the contract.
- e. MPEDA reserves the right to terminate the contract at any point of time by giving a notice if the progress of work is not satisfactory or the outcome of the work is not meeting the expected functional requirement envisaged by it and in such circumstances the performance security deposit will be forfeited. No compensation will be entertained on account of such termination.
- f. The performance security deposit will be returned after successful completion of the contract.
- g. TDS will be deducted as per the applicable rates.
- h. All other terms and conditions mentioned in the tender document will form part of this work order.

- i. In the event of breach of contract the Authority is entitled to claim the compensation from the bidder to the extent of loss incurred as determined by the Authority for any loss or damage caused to the Authority.
- j. All cases/proceedings relating to any dispute or claim arising out of or any case of performance of this contract shall be falling in appropriate court having jurisdiction in Ernakulam, Kerala.

4. **SUCCESSFUL BIDDER ROLES AND RESPONSIBILITIES:**

The Successful bidder warrants, covenants and represents that:

- a. 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;
- b. 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;
- c. The Services shall be performed in a professional manner in accordance with the general industry standard;
- d. It shall not, by itself or its agents, employees or sub-contractors, do anything that would in any manner harm the Authority's name, reputation or goodwill;
- e. 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 Agreement;
- f. There is no outstanding or threatened litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavourably, would reasonably be expected to have a material adverse effect on either Party's ability to fulfill its obligations under this work order;
- g. 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;
- h. It shall take all consents and governmental approvals necessary to perform the Services under this work order; and
- i. It shall not undertake any work during the Term of the Agreement that would be similar to the Services performed hereunder or directly or indirectly affect its performance of Services under this work order.

5. **EMPLOYEES AND PERSONNEL:**

- a. The Successful bidder shall employ and provide only qualified and experienced personnel as may be required to carry out the Services.
- b. The Successful bidder 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 Successful bidder shall be treated as employees, agents or personnel of the Authority.

6. 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, 1957 and shall be the Authority’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 the Authority under law, shall automatically stand assigned to the Authority as and when such deliverable is created and the Successful bidder agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Successful bidder.
- d. To the extent such deliverable contains any of Successful bidder’s confidential information or Intellectual Property, the Successful bidder shall grant to the Authority, an exclusive, worldwide right towards its intellectual property and confidential for the purpose of Authority’s unhindered and free use of the Deliverables.
- e. Authority reserves all rights towards its Intellectual Property and Confidential Information shared during this project, and any use of the Successful bidder of such information shall be strictly in accordance with Authority’s written permission and limited to performance of Services under this work order.

7. CONFIDENTIAL INFORMATION:

- a. The Successful bidder herein agrees and understands that, during the Term of this Agreement and continuing thereafter, it shall be privy and/or in custody of the Authority’s Confidential Information by way of disclosure or by virtue of its relationship herein. The Successful bidder in this regard specifically note that the Authority’s Confidential Information shall constitute Authority’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 the Authority irreparable harm for which the Successful bidder shall be held fully responsible.

- b. The Successful bidder agrees to and shall keep the Authority's Confidential Information confidential and shall not use the Confidential Information for purposes other than as authorized under this work order.
- c. The Successful bidder further agrees to not disclose the Authority's Confidential Information to third parties without the latter's prior written consent.
- d. The Successful bidder shall strictly share the Authority's Confidential Information only with its employees who has a "need to know" for the purpose of this work order.
- e. The Successful bidder 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 Authority's capacity, business, products and services, including its manufacturing, technical, financial, intellectual property, documents, marketing information and the terms of this Agreement (including pricing) which Successful bidder is privy of or comes into knowledge or possession, during the Term of this work order, or information which is treated by the Authority 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 Successful bidder.

8. LIQUIDATED DAMAGES

- a. Time is the essence of the contract. In case of any delay in delivery due to reasons attributable to Successful bidder or delay on overdue payment by Authority, both parties will reserve the right to claim penalty as agreed under the terms of this Agreement 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 Successful bidder and such error or variation is the result of negligence or lack of due diligence on the part of the Successful bidder, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Successful bidder by way of deemed liquidated damages, subject to a maximum of the Agreement Value.
- c. For Delay in completion of the contract: In case of delay in completion of Services for each Stage as specified in Payment Schedule above, 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. In addition to the liquidated damages not amounting to penalty, the Authority reserves its rights to issue warning to the Successful bidder 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 the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority. Any recovery by way of liquidated damages shall be without prejudice to Authority's rights and remedies available at law, equity, tort or contract.

9. LIABILITY

In the event of any dispute, the Authority'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.

10. INDEMNITY

Without prejudice to Authority's rights and remedies available at law, equity or contract, the Successful bidder shall indemnify, defend and hold harmless the Authority, 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.

11. TERMINATION

- a. This conditions of work order shall come into effect from the date of acceptance of the work order and shall continue through the project period of one year, ie. from the date of successful delivery/commissioning.
- b. The Authority shall have the right to terminate this Agreement for convenience by providing advance written notice to the Successful bidder. In case of such termination, the Authority 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 Agreement for cause, if the other Party commits a material breach of this Agreement 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 the Authority, the term material breach shall include without limitation the following:

- d. As regards the Successful bidder any non-payment of undisputed and accepted invoices within the prescribed due date for payment.
- e. As regards the Authority if the Successful bidder, (a) commits a breach of its representations and warranties, (b) fails to commence Services at the agreed timelines except to the extent differed by the Authority 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 Agreement, (e) submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Successful bidder knows to be false, (f) engages in prohibited practices, (g) any document, information, data or statement submitted by the Successful bidder in its Proposals, based on which the Successful bidder was considered eligible or successful, is found to be false, incorrect or misleading.
- f. Upon termination of this Agreement, all monies due and payable by the Authority to the Successful bidder, for any undisputed Services performed to the satisfaction of the Authority, shall become due and payable, after set off against any monies owed by the Successful bidder to the Authority.
- g. Upon cessation of this work order 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 7 hereof; and (iii) any right or remedy which the Authority may have under this work order or the Applicable Laws.
- h. Upon cessation of this work order in any manner, the Successful bidder 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 Successful bidder and materials furnished by the Authority, the Successful bidder shall handover the same to the Authority immediately in good and proper condition.
- i. The provisions under this work order, which by their nature intended to survive the expiry or earlier termination of this work order, including Clauses 4, 6, 7, 8 & 14 shall survive in full force and effect after the expiry or earlier termination of this Agreement.

12. PROHIBITED PRACTICES:

The Successful bidder 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 Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Successful bidder, without being liable in any manner whatsoever to the Successful bidder, if it determines that the Successful bidder has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate any pending invoices, if any, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority'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 the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or work order or dealing with matters concerning the Agreement 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 the Authority, 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 execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the work order or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority 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 the Authority under this Agreement;

(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 the Authority under this Agreement;

(d) "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority 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 the Authority under this Agreement; 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 the Authority under this Agreement.

13. DISPUTE RESOLUTION

- a. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In this regard, the Parties shall endeavor to address any issue vis-à-vis the Secretary, Marine Products Export Development Authority and Managing Director of the Successful bidder 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 be resolved through arbitration under The Arbitration and Conciliation Act, 1996. 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 Parties to this Agreement, 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.

14. FORCE MAJEURE

If and to the extent that a Party's (an "Affected Party") performance of any of its obligations pursuant to this Agreement 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 Agreement.

15. ASSIGNMENT AND SUBCONTRACTING:

The Successful bidder shall not assign or subcontract, its rights and obligations under this Agreement without the Authority's prior written consent.

16. SEVERABILITY

If any provision of this Agreement 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 Agreement 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.

17. ACCEPTANCE OF WORK ORDER

If the above terms and conditions are acceptable the successful bidder shall return the copy of Work Order to the authority 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 10 working days of issue of this work order along with the performance security deposit. Failing to do so will result in the forfeiture of the EMD.

Yours faithfully,

Deputy Director
Market Promotion (MPEDA)

ERNAKULAM
Date:

APPLICATION FORM : (Annex.I)

Last date for receipt of tender is on or before 2 PM on 11/05/2022

From

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To

THE DEPUTY DIRECTOR (MARKET PROMOTION)
The Marine Products Export Development Authority
P. B. No. 4272, MPEDA House,
Panampilly Avenue, Kochi – 682 036.

Sl. No.	Particulars	Details to be filled in by the Agency
1	Name of the Firm/Agency	
2	Registered office/business address of the agency with telephone, cell, Website, Email and fax number	
3	Name of Contact Person(s)	
4	Address with telephone, Fax numbers, Email and name(s) of the contact person (s)	
5	Year of Incorporation & Constitution	
6	Income Tax - PAN No. (Attach copy of PAN)	
7	GST No. (Attach copy of GSTN registration)	
8	Turnover during last three years (copy of audited Balance sheet to be enclosed)	
	Year	Turnover in Rupees lakhs (in words and

		figures)		
	2018-19			
	2019-20			
	2020-21			
9	Whether registered Firm / Companies? If yes Date of Registration (Attach copy of Registration)			
10	Customer Profiles (Attach copy of work orders/proof)			
11	<u>Infrastructure details</u> 1) Details of network/branches of agencies. 2) Whether the agency have adequate professionally trained manpower. 3) Whether the agency is providing services to Union Govt. / Public sector undertakings, Any reputed banks/private sector companies, etc. in past three years.			
12	Details of Previous experience (Copies of experience certificates, work orders and proof of Work order value to be attached)			
13	Details of Contracted Organization, its address and contact numbers	Period of contract		Work order value
		From	To	
14	PAN number			

	Attach copy of Income Tax returns filed for last three years.				
15	Other relevant information, if any				
16	Verification - The application for engagement should be signed by the authorized signatory verifying that all the details furnished in the application are true and correct to the best of his/her knowledge and that in case of furnishing any false information or suppression of any material information would lead to rejection of application besides initiation of penal proceedings by the Authority.				
17. Format for giving details of key personnel of the agency					
Sl. No.	Name of key personnel	Designation	Years with the Agency	Contact number	Any other information

Name & Signature of authorized signatory

Date:

Name & Seal of Agency

Annex II

FINANCIAL STATUS OF THE APPLICANT

Fill in the blanks for each of the last three fiscal years, duly certified by Chartered or Public Account or Chamber of Commerce

1. Turnovers during last 3 years:

Amount of	2018-19	2019-20	2020-21

(Signature of Applicant)

Financial Bid (Annex.III).

Last date for receipt of tender is upto 2 PM on 11-05-2022

From

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.....
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To

THE DEPUTY DIRECTOR (MARKET PROMOTION)
The Marine Products Export Development Authority
P. B. No. 4272, MPEDA House,
Panampilly Avenue, Kochi – 682 036.

I/We have read and examined the documents relating to the invitation of tender for Printing of MPEDA Newsletter which includes Printing and delivery the Monthly Newsletter of MPEDA- “MPEDA NEWSLETTER” in English/Hindi to MPEDA HO as per the specifications mentioned in the scope of work.

Details of Activities	Year	Amount (Rs.)	Tax (%) Rs.	TOTAL Rs.
1. Quote for printing MPEDA Newsletter in English. (inclusive of Charges for pasting of address, inserting each copy in cover for dispatching and delivery at MPEDA.) (Charges for pages above or below 60 pages will be paid proportionate to the quoted amount)	First Year			
	Second Year			
	Third Year			

2. Quote for printing MPEDA Newsletter in Hindi and delivering to MPEDA.	First Year			
	Second Year			
	Third Year			
GRAND TOTAL	1 + 2 for three years			

1. Price has to be quoted in Indian Rupees only.
2. Taxes (if any) has to be mentioned
3. The applicable TDS shall be deducted from the payments made by Authority.
4. In case of a mis-match in the amount mentioned in Figures and Words, the amount mentioned in words shall be considered as final.
5. The vendor agree that the above price have been quoted after reading and understanding the complete tender documents

TOTAL: Rs. _____ (In words) _____

6. Taxes if any. _____

GRAND TOTAL: Rs. _____ (In words) _____

Validity of the Tender : Three months from the last date of closing of tender submission.

I/We agree to keep the Tender valid for the time mentioned above. I/We shall not withdraw the Tender during the validity period, and if so the Authority shall be at liberty to forfeit the EMD and make alternate arrangements at my/our risk and cost in case of withdrawal of Tender during the validity period.

Signatures of authorized signatory

SIGNATURE OF THE VENDOR:

NAME AND ADDRESS

STATUS OF THE SIGNATORY.....

Place:

Date:

(SEAL)