

## 1. Notice Inviting Tender

**The Marine Products Export Development Authority  
(Ministry of Commerce & Industry, Govt. of India)**

Head Office, MPEDA House,  
Building No: 27/1162, PB No:4272,  
Panampilly Avenue, Panampilly Nagar PO,  
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### **TENDER NOTICE**

LAB-KOC/ADMN(FURN)/1/2021-LAB

23.05.2023

Sealed quotations are invited from experienced Contractors for **Interior works at MPEDA, Head Office, Panampilly Nagar**. The quotation form is enclosed herewith. The contractors may visit the site and assess the work to be done on any working days from 25.05.2023 to 13.06.2023 between 10 AM and 5 PM. Interested parties are requested to quote the lowest rate for the above works in the prescribed format. The envelope of the quotation should be superscribed as “**Tender for Interior Works at MPEDA Head Office**” and should reach to the undersigned on or before 2.00 PM, on **15<sup>th</sup> June 2023**. The tenders will be opened on 16.06.2023.

Deputy Director (ADMN)

S/d

MPEDA, KOCHI

## **ELIGIBILITY CRITERIA.**

(i) The tenderer should be **successfully completed 3 (three) similar works** (Construction/Renovation/Interior works) costing not less than the amount of Rs.3 Lakh. during the last 7(Seven) years ending 31/03/2023 OR two similar completed works costing not less than Rs. 6 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 31/03/2023 should be at least as Rs.6 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 submitted along with Technical bid.

v. The tenderer should have an fully equipped registered office in Kerala. Copy of address proof /Registration certificate etc. should be submitted along with technical bid.

## **Earnest Money Deposit (EMD)**

The EMD in the form of DD for Rs.**6,000/- (Rupees Six Thousand Only)** in the name of the Secretary, MPEDA payable at Kochi shall be submitted in original in a sealed envelope superscribing "**Interior works at MPEDA House, Panampilly Nagar, Kochi,**" before due date of Tender. A copy of the DD shall be submitted 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.

### **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.

### **TERMS AND CONDITIONS/INSTRUCTIONS TO THE CONTRACTOR**

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.

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 **30 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 TDS 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 Performance Guarantee, as the case may be, shall be retained from the contractor and shall be released on completion of the defects liability period.
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.1000/- 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.
28. The Contractor shall take maximum care to safeguard the furniture, fixtures /stationary / electronic equipment etc in the MPEDA Quarters 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 bid.

**Payment terms:**

No part payment will be released. The payment shall be made on joint measurement taken with MPEDA Officials /certification of bill prepared by the contractor Up on Satisfactory completion. (On submission of the final GST Invoice with Detailed abstract, joint measurement payment will be made after verification by the MPEDA or any other agency appointed by MPEDA). The contractor shall submit the final bill within seven days of virtual completion of work.

## **SCHEDULE-1**

### **Work Order format**

File No:

Date:

To,  
M/s .....

Sirs,

Sub: Interior works at MPEDA HO.

Please refer your quotation dated **XX XX 2023** for the Interior works, at MPEDA HO, Panampilly Nagar, Kochi. 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 30 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 7 days from **XX.XX.2023**.

You shall take maximum care to safeguard the furniture, fixtures /stationary / electronic equipment etc in the MPEDA HO 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. (On submission of the final Invoice with Detailed abstract, joint measurement payment will be made after verification by the MPEDA or any other agency appointed by MPEDA). The amount of EMD already deposited shall be adjusted with 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.

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

Yours faithfully,

(xxxxxxxxxxxxxxxxxxxxxxxxxxxx)



**Draft of the Agreement**

ARTICLES OF AGREEMENT

This agreement is made ..... day of ..... 2023 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 representatives, of the one part.

AND

M/s, 1-----  
----- represented by  
Shri....., 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 painting of MPEDA Head Office building, Panampilly Nagar, Ernakulam (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 --  
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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 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.

**The Marine Products Export Development Authority**  
**(Ministry of Commerce & Industry, Govt. of India)**

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**BOQ**

Sl No	Work/Item	Unit	Qty	Rate	Amount
1	Fabrication and installation of double skin partition by using 12 mm marine play wood with solid wood and both side laminated with. 4mm thick veneer (both side) over marine ply. With 12mm toughened glass. As per the existing cabins and instruction of site in charge	Sq ft	95		
2	Fabrication and installation of Double skin door 2.10x.90, laminated with as per the approved lamination and color (Veneer lamination and half partition of door should be provided by .8mm toughened glass ) as per the instruction of site in charge.	No	1		
3	Dismantling of existing wooden work stations and partition. Dismantled items should be kept as per the instruction of site in charge	Nos	2		
4	Rearranging the existing wooden coup board	Job	1		
5	Putty work and interior emulsion painting (2 coat putty, one coat primer and 2coat emulsion painting) over wall.	Sq ft	150		
6	Electrical work, Providing ceiling fan/point, point for light/LED light, power point, UPS point, switch, AC point/Socket etc.	Job	1		
7	Rearranging LAN connection and Telephone connection	Job	1		
8	Dismantling and re installation of Work station and cup boards for DD LAB. The work including re fixing of New Mica Lamination, Door halide,	No	1		

	sliders, door lock hinges etc. As per the instruction of site in charge				
9	Dismantling and re installation of Air conditioner (1 ton)	No	1		
10	Providing Gypsum False ceiling and putty work with painting. The frame works should be provided as per the standard specification.	Sq ft	100		
11	Providing Floor tile and skirting of approved color and make verified floor tile size of 60x60, Joint free tiles. As per the instruction of site in charge.	Sq ft	120		
Sub Total					
GST 18%					
<b>Total</b>					

(Signature of the Bidder, with Official Seal)