

REQUEST FOR PROPOSAL (RFP)
FOR
DEVELOPMENT & MAINTENANCE OF SHAPHARI
CERTIFICATION PORTAL (WEBSITE AND MOBILE APP) FOR
MPEDA

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THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
(Ministry of Commerce & Industry, Govt. of India)
MPEDA HOUSE, PANAMPILLY NAGAR, KOCHI – 36
(Ph: 91-484-2311901, e-mail: aqua@mpeda.gov.in)

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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.**

1.Request For proposal (RFP) Summary

Name of the work	Development & Maintenance of SHAPHARI Certification portal (Website and Mobile App) for MPEDA
Bid Security (Earnest Money Deposit)	Rs.1,75,000/- (Rupees One lakh Seventy-five thousand only) in the form of Account payee DD from any of the scheduled banks in favour of “Secretary MPEDA” payable at Kochi
Last date for receipt of queries by email	11:00 am on 23/06/2025
Pre-Bid Meeting Date, Time & Online meeting link	03:00 pm on 23/06/2025 Time: June 23, 2025, 03:00 PM Join Microsoft Teams Meeting: https://teams.microsoft.com/meet/496520800441?p=YZTmlfLcxMdyP6AHZ Meeting ID: 496 520 800 441 Passcode: QP98ba6h
Last Date and Time for receipt of Bids	05:00 pm on 11/07/2025
Time and Date of Opening of Technical Bid	10:00 am on 14/07/2025
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
(MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA)
P. B. No. 4272, MPEDA House, Panampilly Nagar,
Kochi – 682 036.**

2. RFP Notice

The Marine Products Export Development Authority (MPEDA) invites RFP from reputed companies having expertise in designing, developing, hosting and maintenance of online portal (Website and Mobile App), for the Certification programme (SHAPHARI) of MPEDA. The details of requirements and terms & conditions are available in the E-procurement portal <https://eprocure.gov.in/eprocure/app> and MPEDA Website: <https://mpeda.gov.in>. Deadline for submission of bid is 05:00 pm on 11/07/2025.

Place: Kochi

Date: 19/06/2025

Secretary MPEDA

3. RFP Document

3.1 Introduction:

The Marine Products Export Development Authority (MPEDA), a statutory body under the Ministry of Commerce and Industry, Government of India, intends to take services from firms / agencies having experience in development, design, hosting and maintenance of portal for Certification of aquaculture production entities.

The portal must comprise of four modules – (A) Hatchery module, (B) Farm module, (C) Raw material supplier Module and (D) Processor Module. The modules (A) and (B) must be an end to end user application, starting from submission of application by the beneficiary along with payment, verification and recommendation of application by MPEDA field offices to Certification Cell at MPEDA Head office, assignment of multiple levels of audits to auditors by the Certification Cell, report submission by the auditors, Non-compliance reporting, submission of details of samples collected, API linking with LIMS (Lab Information Management System) & PHT (Pre harvest test) Certification of MPEDA to link the sample submission details and get back the test results, and finally, generation of digitally signed certificate on compliance with audit at all levels and dashboard.

The modules (C) and (D) must facilitate capturing the details of raw materials procured by Suppliers or Processors from the Shaphari certified farms in the format specified by MPEDA.

3.2 Scope of work

The scope of work includes primarily the following activities:

- (i) Developing, maintenance and updating different modules.
- (ii) Development includes new forms & reports of various modules as needed from time to time. It would include upgradation of the portal in tandem with the modifications made in the Certification standards or procedures, from time to time as instructed by the Competent Authority of MPEDA.

(A) Hatchery module:

The Hatchery module of the portal shall meet the following requirements:

(a) Application Submission

The hatchery operator clicks on "Get Certified" on the official website, fills out the registration form, and makes necessary payment for the certification process.

(b) Forward to Field Officer (FOI)

Once submitted, the application is forwarded to the Field Officer Incharge (FOI) of MPEDA Regional and Sub Regional Divisions, based on the applicant's jurisdiction.

(c) Application Review by FOI

The FOI reviews the application and assigns it to the appropriate Field Officer (FO) for further review and field level verification. The FO forwards the status back to FOI, who then recommends it for further certification steps.

(d) Preliminary Review by CC Incharge

The CC Incharge reviews the application and assigns it to the CC Officer for a preliminary audit.

(e) Preliminary Audit

The CC Officer assigns the application to an auditor. The auditor reviews and either accepts or denies the audit within a prescribed time period. In case of denial, reason to be specified. The

CC officer will forward the travel plan of the auditor to the concerned FOI for necessary arrangements in each audit.

(f) Auditing the Hatchery

The auditor proceeds to the hatchery, conducts the audit in person, and submits the report, along with documents. The audit report will be reviewed by the CC Officer and submit to the CC Incharge. If non-conformities are reported by the auditor, the same will be reported to the applicant by the CC Incharge. The copy of non-conformities (NCs) will be viewable for concerned FOI and FO.

Upon rectifying the NCs, the hatchery operator will submit compliance details with evidence to the Auditor. The Auditor must make his Remarks/Recommendation within a prescribed time, otherwise it will auto upgrade to CC Incharge.

(g) Committee Audit

Upon recommendation by the auditor, the CC Incharge assigns the case to the CC Officer for committee audit preparation. Hatchery operator should make a necessary payment for completing the remaining audits. A team of three auditors, including a lead auditor, will be involved in the Committee Audit.

(h) Committee Audit Process

Like the preliminary audit, the lead auditor and other auditors review the hatchery, submit the report along with sample test report. In case of NCs, the same procedure as in the Step (f) will be followed.

(i) Surveillance Audits (1-4)

The process is repeated for up to four surveillance audits. The auditor reviews and audits the hatchery, submits reports, and the CC Incharge reviews the audit report and assigns the case to the CC Officer for further audits.

The steps in (h) and (i) involve submission of sample details (generation of sample code) by the auditor and pushing the details to the LIMS system through API integration.

(j) Final Review and Certification

After all audits (including surveillance audits), the CC Officer finalizes the application and submits to CC Incharge. Here approval by JD(Trng/Aqua) and Director to be included. The status is updated, and the hatchery is certified. FOI and hatchery operator will be able to track the each process through this portal including lab reports of the samples collected during the audit.

(k) Certificate status

Options to change the status of certified units to ‘Suspended’ and ‘Cancelled’ by the CC Officer/ In charge.

(l) Post surveillance audit & Renewal

There shall be provision for assigning and carrying out surveillance audits of certified units and renewal application by the applicant.

(m) Claim submission by Auditors

After each audit conducted by the auditors along with certified bills , they can submit their Honorarium and TA claims through the portal. Entry field for the CC Officer to enter the payments made to the auditor.

(B) Farm Module:

The Farm module of the portal shall meet the following requirements:

(a) Application Submission

The Farmer clicks on "Get Certified" on the official website and based on the enrolment ID the data can be automatically captured and makes necessary payment for the certification process. API integration with farm database to extract relevant farm information will be required.

(b) Forward to Field Officer (FOI)

Once submitted, the application is forwarded to the Field Officer Incharge (FOI) of MPEDA Regional and Sub Regional Divisions, based on the applicant's jurisdiction.

(c) Application Review by FOI

The FOI reviews the application and assigns it to the appropriate Field Officer (FO) for further review. The FO forwards the status back to FOI, who then recommends it for further certification steps.

(d) Preliminary Review by CC Incharge

The CC Incharge reviews the application and assigns it to the CC Officer for a preliminary audit.

(e) GAP Audit

The CC Officer assigns the application to an auditor. The auditor reviews and either accepts or denies the audit. In case of denial, reason to be specified.

(f) Auditing the farms

The auditor proceeds to the Farms, conducts the audit in person, and submits the report. The audit report will be reviewed by the CC Officer and submit to the CC Incharge.

If non-conformities are reported by the auditor, the same will be reported to the applicant by the CC Incharge. The copy of non-conformities (NCs) will be viewable for concerned FOI and FO. Upon rectifying the NCs, the farmer will submit compliance details to the Auditor. The Auditor must make his Remarks/Recommendation within a prescribed time, otherwise it will auto upgrade to CC Incharge.

(g) Certification Audit

Upon recommended by the auditor, the CC Incharge assigns the case to the CC Officer for certification audit preparation. A team of three auditors, including a lead auditor, will be involved in the Certification Audit.

(h) Certification Audit Process

Like the GAP audit, the lead auditor and other auditors review the farm, sign the report, and submit it after receiving admin's approval for travel and budgeting. In case of NCs, the same procedure as in the Step (f) will be followed.

(i) Final Review and Certification

After both audits, the CC Officer finalizes the application and submits to CC Incharge. Here approval by JD(Trng/Aqua) and Director to be included. The status is updated, and the farm is certified. FOI and hatchery operator can be able to track each process through this portal including lab reports of the samples collected during the audit.

(j) Submission of Crop details:

After the certification, the farmer must update the crop details of the farms 6 months once. It will be forwarded to FO through FOI for review after that it will be recorded by CC officer in the concerned file.

Requirements mentioned in points (k) to (n) of Hatcheries (A) are applicable to Farms (B) too.

- (iii) Login provision to raw material aggregators, processors/exporters to complete the requirement of chain of custody verification of produce purchased from shaphari certified farms.

- (iv) The modules must be hosted in National Government Cloud (NGC) or MeitY empanelled Cloud servers, identified by MPEDA.
- (v) Compliance of Government guidelines is to be carried out as and when required in Certification modules.
- (vi) Technical support for the Security Auditing of portals and installation of SSL certificate whenever required. MPEDA would facilitate SSL certificate.
- (vii) The agency has to complete the formalities for compliance of Government guidelines, Application/System/Security compliance audits through CERT-In empanelled auditors at their cost before hosting. The agency has to provide technical support for the subsequent audits in time to time, and the cost will be borne by MPEDA.
- (viii) Coordination with the cloud service provider for server related problems/issues, if required.
- (ix) Hosting in new servers, if required in future.
- (x) Support and maintenance of the portals for 3 years, after the warranty period of one year.
- (xi) The Agency shall take backup of the data on a regular basis. Agency will collect back up from Cloud servers as and when required.
- (xii) The Agency shall hand-over the source code with complete documentation softcopy to MPEDA and undertake to debug any flaw in the software development.
- (xiii) The Agency must provide all technical support to MPEDA related to Software including hosting and fixing server vulnerabilities in case requirement arises.
- (xiv) The Agency would work closely with MPEDA and designate a team to provide the requested job in a timely and professional manner.
- (xv) It should be ensured that the developed applications are free from vulnerability /bugs/ defects etc. mandatory for clearing Security Audit / Safe to Host Certification as per Government norms.
- (xvi) Need to provide Admin dashboard for all the website / mobile app software as per the requirements of MPEDA.
- (xvii) Integration with SMS, Payment gateway, email and other e-MPEDA applications as per requirement.

(C) Raw Material Suppliers: User access and entry of procured raw material details from certified farms in the prescribed format. Verification of Processor with MPEDA Registration module.

(D) Processors: User access and entry of procured raw material details from certified farms in the prescribed format. Verification of Processor with MPEDA Registration module.

3.3 Eligibility & Qualification:

The Bidders shall be required to fulfil the following eligibility and qualification criteria:

3.3.1 The Bidder should be a legal entity registered or incorporated under applicable laws in India.

3.3.2 Any entity which has been barred by the Central/ State Government/Public Sector Undertaking, or any other government institution in India, for any reason, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit the bid. Self-declaration in this regard, certified by Bidder's MD/CEO/Chairman & Chartered Accountant shall be submitted.

3.3.3 A Bidder should, in the last three (3) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor should have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such bidder. Self-

declaration in this regard, certified by Bidder's MD/CEO/Chairman & Chartered Accountant shall be submitted.

Further, a Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

3.3.4 To be considered a qualified Bidder and for its bid to be evaluated for further consideration in accordance with the terms herein, a Bidder shall be required to, inter alia, fulfil the following minimum eligibility criteria in terms of Technical Capacity and Financial Capacity as set out hereunder:

3.3.4 (a) Technical Capacity

Sl. No.	Criteria	Documentary Evidence
1	The Bidder must have at least 3 (three) years of experience in software development for Central/ state Government organizations/Autonomous bodies/ public sector undertakings The bidders who are currently registered with MSME/NSIC or Startup as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for exemption from this point	• Certificate of Incorporation • Copy of work orders and Client Completion Certificate • MSME/NSCI/Startup certificate, wherever applicable
2	The Bidder must have experience in software development of at least 2 (two) similar projects (including traceability system or auditing for product or process certification, Generation of Digitally signed certificate, Payment Gateway, SMS & Email integration, and API integration) in State/ Central Government organizations/ Autonomous bodies/ public sector undertaking/internationally reputed private organizations in the last 3 (three) years.	• Copies of work orders/ Client Completion Certificate • Project details including URL of portal designed, developed & provided with maintenance and management services. • Names and address of clients who can be contacted for further information on those contracts.

3	The Bidder must have experienced professionals in the area of developing web-based / mobile application	Self-declaration certified by Bidder's MD/CEO/Chairman Credentials and Profiles of the proposed Project Team.
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3.3.4 (b) Financial Capacity

Sl No.	Criteria	Documentary Evidence
1	Average annual financial turnover of related services during the last 3 (three) financial years, ending on 31/03/2025 should be at least Rs. 30,00,000/- (Rupees Thirty lakh) <i>Note: The bidders who are currently registered with MSME or Startup as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for exemption from this point.</i>	Audited balance sheet, annual report and profit and loss statement for the last three financial years prior to the bid due date, counter signed by the statutory auditor/ chartered accountant.
2	The bidder should have executed minimum (i) One project worth Rs. 20 lakhs in the last 3 years OR (ii) Two projects each worth Rs. 15 lakhs in the last 3 years	

For the avoidance of doubt, the Bidders shall be mandatorily required to fulfil all the abovementioned evaluation and qualification criteria, in this Clause 3.3, for the Technical Bid to be marked as per the scoring criteria mentioned in Clause 3.5.4, below.

Further, along with the above-mentioned requirements Bid must be accompanied by the audited annual reports and financial statements (including the profit and loss statement and balance sheet) of the Bidder for the last 3 (three) financial years prior to Bid Due Date.

In case the annual report and financial statement for the immediately previous financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this

effect, certified by the statutory auditor/CA. In such a case, the Bidder shall provide the audited annual reports/Financial statement for three financial years preceding the latest financial year for which the audited annual report/Financial statement is not being provided.

3.4 Terms and Conditions

3.4.1 Earnest Money Deposit (Bid Security):

- (i) Earnest Money Deposit (EMD) Amount: Rs. 1,75,000 (Rupees One lakh Seventy-five thousand only). Bids received without EMD shall be summarily rejected, treated as non-responsive and shall be returned without technical evaluation. The EMD may be submitted in the form of Demand Draft only (with 3 months validity from the bid due date) from a scheduled commercial bank. **A scanned copy of the EMD should be attached along with the Technical Bid and the original demand draft for the EMD should reach MPEDA in the below address before the bid due date.**

Secretary,

The Marine Products Export Development Authority

(Ministry of Commerce & Industry, Government of India)

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

- (ii) The EMD will be forfeited if the Bidder withdraws from the RFP in any respect within the validity period of their bid. The EMD shall also be forfeited if the successful bidder fails within the specified time limit -
- To sign the Letter of Award.
 - To furnish the Performance Security within the period prescribed thereof in the Contract.
 - Sign the Contract.
- (iii) The EMD of unsuccessful Bidders will be returned without interest after finalization and execution of the Contract with the successful Bidder.
- (iv) The EMD of the successful Bidder will be returned without any interest upon the receipt of Performance Security.
- (v) The request of the Bidder to withdraw his bid offer after the bid due date will not be entertained and result in the forfeiture of the EMD. Such Bidder will be blacklisted and will be debarred from participating in future RFPs floated by MPEDA.
- (vi) In case of cancellation of this RFP, the EMD of all the bidders shall be returned to the respective bidders promptly by the Authority.

3.4.2 Any condition or qualification or any other stipulation contained in the bid shall render the Bid liable to rejection as a non-responsive bid. The bid and all communications in relation to or concerning the bid shall be in English language.

3.4.3 The Bidders shall be responsible for all the costs associated with the preparation of their bids and their participation in the bidding process.

3.4.4 The documents including RFP document and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The provisions of this Clause shall also apply mutatis mutandis to bids and all other documents submitted by the Bidder, and the Authority shall not return to the Bidders any bid, document or any information provided therewith. These RFP documents are non-transferable.

3.4.5 Verification and Disqualification

- (i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP document and the Bidder shall, when so required by the Authority, make available all such information, as may be necessary for such verification.
- (ii) The Authority reserves the right to reject any bid if:
 - at any time, a material misrepresentation is made or uncovered; or
 - the Bidder does not provide, within the time specified by the Authority, the supplementary information sought by the Authority for evaluation of the bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

- (iii) In case it is found during the evaluation or at any time before selection of successful Bidder that one or more of the eligibility requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith. If the successful Bidder has already been issued the work order or has entered into a Contract for provision of Services, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the Authority to the successful Bidder without the Authority being liable in any manner whatsoever.
- (iv) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of MPEDA in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or after the
 - issuance of the LOA or
 - execution of the Contract for provision of Services.

In the event any such adviser is engaged by the Successful Bidder, after issuance of the LOA or execution of the Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract for provision of Services to be executed by MPEDA at a later stage, and without prejudice to any other right or remedy of MPEDA, which MPEDA may have thereunder or otherwise, the LOA or the Contract as the case may be, shall be liable to be terminated without MPEDA being liable in any manner whatsoever to the Successful Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past, but its assignment expired or was terminated prior to the Bid Due Date.

3.4.6 Clarifications

- (i) Bidder requiring any clarification on the RFP documents may notify the Authority in writing by e-mail. They should send in their queries on or before the date specified in Section 1. The Authority shall endeavour to respond to the queries within the period specified therein. The responses will

be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries. The queries can be sent to MPEDA through email at aqua@mpeda.gov.in.

- (ii) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 3.4.6 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- (iii) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- (iv) To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Bidder does not provide clarifications sought herein above, its bid may be liable to be rejected. In case the bid is not rejected, the Authority may proceed to evaluate the bid by construing and interpreting the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation.

3.4.7 MPEDA shall have right to issue addendum/corrigendum to the RFP documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein. Each addendum if any will be published in the Central Public Procurement Portal as well as the MPEDA website and shall form a part of the original invitation to the RFP. Afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, MPEDA may, in its sole discretion, extend the bid due date.

3.4.8 Format & Signing of Bid

- (i) The Bidder shall provide all the information sought under this RFP document. The Authority will evaluate only those bids that are uploaded on the e-Procurement Portal in the required formats and complete in all respects, and all other submission of legal documents including but not limited to the Power of Attorney specified in **Annexure VI and the EMD**.
- (ii) The Bidder shall submit its bid along with all annexures as prescribed under this RFP document, on the e-Procurement Portal. Each page of the bid shall be signed digitally by the Bidder. The Bidder shall complete uploading their bids by signing with Class III - Digital Signature Certificates, upon uploading the bid on the e-Procurement Portal. For the avoidance of doubt, the authorized signatory of the Bidder shall be required to acquire and procure a Class III Digital Signature Certificate for the purpose of submission of the bid on the e-Procurement Portal.

3.4.9 Rejection of Bids

- (i) Notwithstanding anything contained in this RFP document, the Authority reserves the right to reject any bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons, therefore. If the

Authority rejects or annuls all the bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder.

(ii) The Authority reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any bid without assigning any reasons.

3.4.10 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the bidding process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the bidding process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

3.4.11 The Agency shall have to submit a Performance Security in the form of Bank Guarantee equivalent to 6 % of the value of the Financial Bid quoted (“**Performance Security**”). The Performance Security shall be valid for a period of sixty days beyond the date of completion of all contractual obligations including warranty obligations.

3.4.12 The Courts at Kochi shall have exclusive jurisdiction over all cases/proceedings relating to any dispute or claim arising out of or any case of performance related to this RFP document.

3.4.13 The Agency should ensure the confidentiality of the information relating to work or to any aspect of MPEDA’s activities that comes into its possession because of or in connection with its work under this Project.

3.4.14 Payment will be released on the basis of payment schedule set out in the Contract.

3.4.15 MPEDA reserves the right to terminate the Contract or incomplete execution/poor performance by the Agency, by giving 1 (one) months’ notice.

3.4.16 The Bidder should not have been blacklisted by any Central/State Government/Public Sector Undertaking, Govt. of India as on the Bid Due Date.

3.4.17 Notwithstanding anything contained in this RFP document, MPEDA reserves the right to reject any Bid and to annul the Bidding Process and reject all bids at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons therefor.

3.4.18 The Bids shall be valid for a period of not less than one hundred and twenty (120) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

3.4.19 Pre-Bid Conference

Pre-bid conferences of the Bidders shall be convened at 03.00 pm hours on 23.06.2025, through VC. During pre-bid conference, the Bidder shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further

information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

3.4.20 The agency must complete the formalities for compliance of Government guidelines, Application/System/Security compliance audits through Government empanelled auditors at their cost before hosting.

3.4.21 All data/product and related source codes should be property of MPEDA, and the Agency should have no claim over the same in future.

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

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

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

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

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

3.4.27 The successful bidder will have to sign a contract agreement with the authorized official of the MPEDA on a Rs. 500/- non-judicial stamp paper. All the terms and conditions, scope of work etc. contained in the RFP documents shall form part of and shall be taken as if they were included in contract agreement to be executed with the Agency.

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

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

3.4.30 Liquidated damages for delay

- The agency shall address all the bug and software issues within a short period of time (4 hours in case of major complaints and upto 48 hours for minor complaints). In case of any delay MPEDA has the right to impose penalty.
- In case there is a delay either in the delivery of the software or delivery of defective software or delay in attending the complaints within the prescribed time limits or if the portal is down for more than one day due to software issues, vulnerabilities or other security issues, the firm will be liable to pay liquidated damages to MPEDA at the rate of 0.5% of the total invoice value per week or part of the week of the delayed period, not exceeding 5% of the invoice value of the work assigned and the same shall be deducted from the performance security deposit at the end of the contract period.

The payment or deduction of such damages shall not relieve the Agency from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract.

3.4.31 **Indemnity**

The bidder shall indemnify and keep indemnified MPEDA against all losses and claims, including statutory claims which may accrue in relation to the execution of contract or in respect of the personnel involved thereon.

3.4.32 **Software Requirement Specification (SRS)** shall be submitted within 5 weeks of issue of work order.

3.5 **Selection Method & Criteria**

- (i) MPEDA has adopted an online single-stage e-procurement process using the Quality cum Cost Based Selection (QCBS) method for identification of the successful Bidder for undertaking the Project. All the bidders shall simultaneously submit their relevant qualification details for the purpose of meeting the qualification and eligibility criteria stipulated in Clause 3.3 (both for technical capacity and financial capacity) as per terms herein (collectively the “**Technical Bid**”). The Bidders shall also be required to submit their financial bid with respect to the contract fee (“**Financial Bid**”) sought by the Bidder for undertaking the Project, as payable by MPEDA under terms hereof and more particularly the Contract (as defined hereafter).
- (ii) In the first stage MPEDA shall evaluate the Technical Bid to ascertain whether the Technical Bid is responsive as per Clause 3.5.1 and whether the Technical Bid fulfils the eligibility and qualification criteria stipulated in Clause 3.3.4.a If the Technical Bid is considered responsive and the Bidder has fulfilled the eligibility and qualification criteria stipulated in Clause 3.3, the Technical Bid shall be allocated marks as per the scoring criteria stipulated in Clause 3.5.4. The Technical Bid shall be evaluated on 100 marks on the parameters described and as per the mechanism stipulated in Clause 3.5.4. Only the Bidders whose Technical Bids are responsive, fulfils the eligibility and qualification criteria specified in Clause 3.3 and who have scored a minimum of 70 marks during the course of evaluation of the Technical Bid, shall be eligible to have their Financial Bids opened and evaluated. Those who fulfil eligibility and qualification criteria stipulated in Clause 3.3 will only be called for Concept presentation. The Financial Bid shall be allocated 100 marks and the Bidder quoting the lowest Contract Fee shall be assigned full marks.
- (iii) Based on the respective assigned weightage of [70%: Technical Bid] and [30%: Financial Bid], respectively, and the QCBS computation of score to be made in relation to each Bidder, the Bidder scoring highest marks in accordance with terms hereof shall be the successful Bidder for the award of the Project.
- (iv) Upon identification of the successful Bidder pursuant to this RFP document, MPEDA and the successful Bidder shall enter a contract (“**Contract**”) with tenure of 3 (three) years from the date of commissioning of Services, which shall be further extendable by 2 (two) more year as per the terms and conditions stipulated in the Contract. The extension of the Contract tenure will be based on their performance evaluation by a team of experts.
- (v) The services which are to be provided by the successful Bidder have been described herein above in Clause 3.2 (“**Services**”). For clarification, upon signing and execution of the Contract, the successful Bidder shall be referred to as the “**Agency**”.

3.5.1. As stated earlier, the bidding process shall be a two-stage process. The Authority shall open the Bids received on the e-Procurement portal on the date specified in Section 1 of this RFP document at the place specified therein in Section 1 and in the presence of the Bidders who choose to attend.

If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bids. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

Prior to the detailed evaluation of the Technical Bids, as a first step, MPEDA shall determine whether each bid is responsive. The Authority, as part of the test of responsiveness, shall ascertain whether the Bid is:

- (i) Complete in all respects and contains all the information sought by MPEDA.
- (ii) Uploaded on the e-Procurement Portal as per the format provided in Annexures I-IV, VI along with all other supporting documents; For the avoidance of doubt, Annexure V (Financial Bid) shall not be attached with the Technical Bid
- (iii) Accompanied by the scanned copy of the EMD as well as hard copy submission of the DD towards the payment of EMD.
- (iv) Accompanied by the Power of Attorney as per the format provided in **Annexure VI** and is accompanied by the board resolution/charter document in favour of the executant.
- (v) Signed and initialed in accordance with the terms of this RFP document
- (vi) Not conditional; and
- (vii) Substantially responsive to the requirements set forth in the RFP document.

The evaluation shall be based on technical and financial parameters. The weightage for the technical parameters and the financial parameters shall be 70% Technical and 30% financial.

3.5.2. Technical Weightage and Financial Weightage

Technical Weightage (St): Once the Technical Bid has fulfilled the minimum eligibility criteria in terms of Technical Capacity and Financial Capacity, the same shall be marked as per the scoring criteria specified in Clause 3.5.4. 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 the technical evaluation criteria)

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 x (Fm/F)(Fm= lowest bid offer; F = bid value quoted by individual Bidder)

3.5.3. Final Selection:

The combined technical and commercial score shall be calculated as $S = S_t + S_f$.

The Bidder who achieves the highest score shall be declared as the successful bidder and shall be awarded the project. In case two or more Bidders score the same marks, then the Bidder with the higher technical score shall be declared as the successful bidder.

Upon the determination of the successful bidder, the Authority shall issue to such successful bidder a letter of award (“LOA”) in duplicate by the Authority and the successful bidder shall within fifteen (15) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the successful bidder is not received by the stipulated date, the Authority may disqualify such Bidder from the Project and the Bidder scoring the second highest marks shall be considered.

3.5.4 Technical evaluation & Scoring pattern (Technical bid & presentation)

The technical evaluation and scoring criteria have been broadly defined hereunder. The Bidder must provide documentary proof against each criterion as a part of technical evaluation.

Sl No.	Criteria	Max. Marks	Documentary Evidence
1	Experience of the Bidder	50 Marks	
1A	Software Experience: Experience in software development for Government organizations/Autonomous public sector undertakings 03 years’ experience –4 marks For each additional year of experience - 2 marks Startups/MSEs:4 marks irrespective of experience	10	• Certificate of Incorporation • Copy of work orders and Client Completion Certificate • MSME/NSCI/Startup certificate, wherever applicable
1B	Similar Project Experience: Number of similar projects (including traceability system or auditing for product or process certification, Generation of Digitally signed certificate, Payment Gateway, SMS & Email integration, and API integration) in State/ Central Government organizations/ Autonomous bodies/ public sector	30	• Copies of work orders/ Client Completion Certificate • Project details including URL of portal designed, developed & provided with maintenance and management services.

	undertaking/internationally reputed private organizations, during the last 3 financial years. 02 projects –10 marks Project with State / Central Government bodies, Autonomous bodies, PSUs – 5 marks for each project. Project with the private sector –2 marks for each project. Start-up/MSME: 10 marks will be awarded without 2 project experience,		Names and address of clients who can be contacted for further information on those contracts.
1C	Quality Certification – ISO9001:2015/CMMI Level 3	10	Copy of relevant certificate
2	Experience of key personnel	20 Marks	
2A	Project Head with B-Tech / Master's degree in computer science / information technology, or software development, with 5 years' experience in heading projects involving multimedia	10	Self-declaration certified by Bidder's MD/CEO, Copy of Educational qualification and CV (Self certified)
2B	Software developer with B. E /B. Tech / Master's degree in computer science/ information technology or software development related field, with 3 years' experience. 10 or more no. of developers being employed in the firm – 10 marks. 7-9 no. of developers being employed in the firm – 8 marks 4-6 no. of developers being employed in the firm – 7 marks Minimum 3 developers being employed in the firm – 5 marks	10	Self-declaration certified by Bidder's MD/CEO/Chairman. Copy of Educational qualification. (CV certified by the authorized signatory should be submitted.)
3	Concept Presentation	30 Marks	
3A	Software Development Strategy	10	
3B	Concept and Methodology	5	

3C	Understanding on the scope of works and services	5	
3D	Proposed work plan & milestones	10	
	Total	100	

For the avoidance of doubt, the Financial Bids of only those Bidders **who score above 70 marks** in the evaluation of the Technical Bid, **will be opened**.

3.6 Instructions for submission of RFP on Central Public Procurement Portal

Bidders are advised to study the RFP 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 logging in to the portal using Digital Certificate) (“**e-Procurement Portal**”) in two bid systems i.e.

- (i) technical bid and
- (ii) financial bid not later than the date and time specified in the RFP document.

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. RFP sent by any other mode will not be accepted. All bids must be accompanied with a scanned copy of bid security (EMD).

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 the bid due date along with the other Enclosures of Bid (as specified in Clause 3.5.8 (c) above) and time to the address given above.

For the avoidance of doubt, Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

3.6.1 In addition to all other requirements stipulated under this RFP document, the Technical Bid shall mandatorily include the following details:

3.6.2 Application Form (**Annexure I**), along with all supporting attachments.

3.6.3 An Earnest Money Deposit (EMD) of Rs. 1,75,000 (Rupees One lakh Seventy-five thousand only) shall be submitted as mentioned in the terms and conditions.

3.6.4 Company Profile along with details of Organization Structure and Employee Strength.

3.6.5 Letter Comprising the Technical Bid

3.6.6 Copy of PAN Card and GST Registration.

3.6.7 Copies of Chartered Accountant certified audited balance sheet for the past 3 (three) consecutive financial years along with the turnover details filled and certified by Chartered Accountant in the prescribed format as per **Annexure IV**.

3.6.8 The organization must have prior experience of handling similar projects. The bidding company shall furnish the work order/client completion certificate or an undertaking to this effect.

3.6.9 The Bidder should submit a Power of Attorney as per the format prescribed at **Annexure VI**, authorizing the signatory of the bid to commit the Bidder, along with a board resolution or relevant extract of the charter document in favour of the executant.

3.6.10 All supporting documents listed against eligibility criteria and technical evaluation criteria.

3.6.11 Financial Bid document should comply the following:

The Bidder 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 Annexure V, and all applicable taxes should be shown separately (to be submitted online in the format provided as per **Annexure V**).

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

4.Payment Schedule

Following is the payment terms & schedule:

DESCRIPTION	SCHEDULE OF PAYMENT
Software solution Cost	
10% of Software Solution Cost	Approval of SRS
30% of Software Solution Cost	After GO-LIVE of the solution
50% of Software Solution Cost	Paid after successfully running of application for a period of one month from the date of Go-live of the application
10% of Software Solution Cost	On successful completion of one year warranty period
AMC	Quarterly basis at the end of every quarter on submission of invoice and report on the work done during the previous quarter for the AMC, after deducting penalty, if any

.5. Delivery Period

SL No	Activities	Time frame
1	Award / Acceptance of the order	T
2	Signing of Agreement	T + 1 weeks
3	Furnish Performance Security	T + 2 weeks
4	SRS compilation and approval	T + 5 weeks
5	Layout design approval and development	T + 14 weeks
6	Hosting in test server	T + 15 weeks
7	Completion of Security Audit by CERT-In empanelled Agency	T + 23 weeks
8	Hosting in cloud server and installing SSL certificate	T + 25 weeks
9	Commissioning /Launching	T + 26 weeks
10	Warranty period	1 Year

6. Annexures

ANNEXURE I

APPLICATION FORM

From

.....

.....

To

The Secretary

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 Bidder
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)				
9	Whether registered with Registrar of Firms / 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 Agency in India and abroad. 2) Whether the Agency has adequate professionally trained manpower. 3) Whether the Agency is providing services to Union Govt. / Public sector undertakings, any reputed international organizations, financial institutions, 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)					
		Details of Contracted Organization, its address and contact numbers	Description of work	Period of contract		Work order value
				From	To	
	Details of /Projects	1.				
		2.				
		3.				
13	Other relevant information if any					

14	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

Name & Signature of authorized signatory

Date:

Name & Seal of Bidder

ANNEXURE II
LETTER COMPRISING TECHNICAL BID

Dated:

To

The Secretary,

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY

P. B. No. 4272, MPEDA House,

Panampilly Avenue, Kochi – 682 036

Sub: *Bid for Appointment of Agency for Support and maintenance of Shaphari certification portal*

Dear Sir,

1. With reference to your RFP document dated [*insert date*], I/we, having examined the RFP documents and understood their contents, hereby submit my/our Bid for the Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of Strategic Partner for the aforesaid Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the purpose of our selection as a Strategic Partner for undertaking the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three (3) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract, nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFP documents, including any Addendum issued by the Authority.
 - b) I/ We do not have any Conflict of Interest in accordance with Clause 3.3.3.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the provisions of this RFP.
9. I/ We believe that I/we satisfy(ies) the Net Worth and Turnover criteria and meet(s) all the requirements as specified in this RFP.
10. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that regarding matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of provisions of this RFP, we shall intimate the Authority of the same immediately.
14. The Power of Attorney for Signing of Bid is provided at Annexure VI of the RFP.
15. I/ We understand that the Selected Bidder shall be an existing {Company/proprietorship firm/insert nature of entity} incorporated under relevant laws of or from outside India under equivalent law.
16. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/We have studied all the RFP documents carefully. I/ We understand that except to the extent as expressly set forth in the Contract, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
19. The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP document, Contract, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Contract Fee and implementation of the Project.
20. The Bid Security in accordance with this RFP and in the form of a demand draft is attached.
21. I/We agree and understand that the Bid is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / service is not awarded to me/us or our Bid is not opened.
22. I/We agree and undertake to abide by all the terms and conditions of the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

(Signature of the Authorized signatory)

Date:

Place:

(Name and designation of the Authorized signatory)

Name and seal of Bidder

ANNEXURE III

TECHNICAL CAPACITY OF THE BIDDER

The information regarding the relevant experience of the firm should be provided in the format below.

Name of Bidder:

Project Name:	Location of Project:
Project Brief (Narrative description of Project)	Current status of the Project: Note: 1. <i>If the design is completed for the project but the development is in progress, mention the status as 'Design Completed'.</i> 2.
Description of actual contract / services provided:	
Name of Client:	Address of Client: Contact phone number and e-mail of Client:
Start date (month/year): Completion date (month/year):	Value of Project:

Signature of Bidder

Notes:

The Project Data Sheet mentioned above should necessarily be accompanied by supporting documents mentioned in Clause 3.3.4 (a).

ANNEXURE IV
FINANCIAL CAPACITY OF THE BIDDER

Fill in the blanks for each of the last 3 (three) fiscal years, duly certified by statutory auditor/chartered accountant.

1. Turnovers during the last 3 (three) consecutive financial years:

2022-23	2023-24	2024-25	Total

(Signature of Bidder)

ANNEXURE V

FINANCIAL BID

This is not to be attached along with technical bid document while uploading in CPP portal. Rates are to be mentioned in the BoQ format ONLY while submitting through CPP website.

Financial Bid Format

Summary of Cost

	Description	Cost excluding tax
A.	Cost of software solution (including web and mobile application)	
B	AMC Year 1 Year 2 Year 3	
	Grand total A+B	
	In words:	

*All the costs in the financial bid should be in Indian rupee only.

ANNEXURE VI

Power of attorney for signing of bid

Know all men by these presents, We, _____ (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____ / Ms _____ (Name), son/daughter/wife of _____ and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for[***](“Project”) proposed or being developed by the [***] (the “Authority”) including but not limited to signing and submission of all bids and other documents and writings, participation in applicants’ meetings and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the completion of the Project as per the contract(s) for provision of services with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2025.

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *However, in the countries, which are members of the Hague Convention, the document must be notarized by the public notary and apostilled by the designated competent authority of the issuing country.*

Annexure VII

Form of Performance Bank Guarantee/Bank Guarantee

BG No.....

Date.....

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

1. We (hereinafter referred to as the "Bank") hereby undertake to (Indicate the name of the Bank) Pay to the MPEDA an amount not exceeding Rs..... (Rupees..... only) on demand.
2. We (*indicate the name of the Bank*) Do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the MPEDA stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).
3. We, the said Bank, further undertake to pay to the MPEDA any money so demanded notwithstanding any disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.
4. We (*indicate the name of the Bank*)further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the MPEDA under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. W(*name of the bank*)..... further agree with the MPEDA that the MPEDA shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MPEDA against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the MPEDA or any indulgence by the MPEDA to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
6. We (*Name of the bank*) lastly undertake not to revoke the Guarantee except with the previous consent of the MPEDA in writing. This bank Guarantee on the Bank or its successors or permitted assigns.
7. We..... (*Indicate the name of the Bank*) lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the MPEDA extended on demand by the MPEDA. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(*Rupees.....only*), and unless a claim/demand is made on the bank in writing on or beforeall your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities there under.

Authorized Signatories of the Bank with name and Seal

Name of the Officer:

Designation: Code if any:

Date:

Place: