

TENDER NOTIFICATION

	<p style="text-align: center;">INDIAN MARITIME UNIVERSITY (A Central University) Kolkata Campus (KC), P-19, TARATALA ROAD, KOLKATA-700 088</p>				
<p>Tender No. & Date : IMU-KC/ Uniform /2022-23 dated 08-07-2022</p>					
<table border="1"><thead><tr><th data-bbox="248 690 1130 804">Title of the Procurement</th><th data-bbox="1130 690 1401 804">Last date & time for Submission</th></tr></thead><tbody><tr><td data-bbox="248 804 1130 1010">Tender for Supply of Uniform Items to the cadets at IMU-KC, Taratala, Kolkata – 700 088, under Two Bid System</td><td data-bbox="1130 804 1401 1010">29-07-2022 1130 hrs.</td></tr></tbody></table>	Title of the Procurement	Last date & time for Submission	Tender for Supply of Uniform Items to the cadets at IMU-KC, Taratala, Kolkata – 700 088, under Two Bid System	29-07-2022 1130 hrs.	
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Tender for Supply of Uniform Items to the cadets at IMU-KC, Taratala, Kolkata – 700 088, under Two Bid System	29-07-2022 1130 hrs.				
<p>Tender documents i.e. Tender forms and other terms and conditions / details can be downloaded from IMU-KC website www.merical.ac.in and IMU website http://www.imu.edu.in/from 08-07-2022.</p> <p style="text-align: right;">DIRECTOR , IMU-KC</p>					

(Signature of Bidder)

Tender Abstract

Particulars	Details
Tender Title	Tender for “Supply of Uniform Items for cadets” at IMU-KC, Taratala, Kolkata – 700 088
Tender Number & Date	IMU-KC/ Uniform /2022-23 dated 08-07-2022
Tender Documents can be downloaded from IMU website	From 08-07-2022
Cost of Tender Form	NIL
Estimated cost	Rs. 16,75,000.00
EMD	Rs. 35,000.00
Pre-Bid Meeting	22-07-2022 – 1500 hrs.
Last Date of Submission of Tender	29-07-2022 – 1130 hrs.
Technical Bid Opening Date and Time	29-07-2022 – 1200 hrs.
Address for Submission of Tender	The Director, Indian Maritime University, Kolkata Campus, P-19, Taratala Road, Kolkata- 700088, West Bengal, India

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INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

P-19 TARATALA ROAD, KOLKATA, 700 088

Tender for “Supply of Uniform Items for cadets” at IMU – Kolkata Campus

Tender No.: IMU-KC/Uniform/2022-23 dated 08-07-2022

Volume I

TECHNICAL BID

Section 1: General Rules and Directions for the Guidance of the Bidders

1. Introduction & Definitions

The Indian Maritime University is a Central University established by an Act of parliament and headquartered at Chennai. The Kolkata Campus of the Indian Maritime University (hereinafter referred to as the Buyer or IMU-KC) invites sealed tenders for “Supply of Uniform Items for cadets” at Indian Maritime University, Kolkata Campus located at P-19 Taratala Road, Kolkata – 700 088 defined in the tender documents (hereinafter referred to as the “Service”). The bidder/tenderer is also termed as service provider in this tender. The term tender includes tender documents and its appendix, annexure, corrigendum / addendum and all other related documents.

2. Eligibility Criteria

The tender is invited in TWO BID SYSTEM and is open to all service providers who fulfil the following eligibility criteria:

- 2.1. Experience – No. of years in the Business and completion of similar works: The Bidder should have satisfactorily completed “Similar Service” involving values as listed below during the last 5 financial years i.e. from 2016-17 to 2020-21. [Mode of Proof: ESI / PF / Service Tax Registration Certification / Certificate of Incorporation / Registered partnership deed / IT Returns / GST / Copies of the Work order, Agreement and Work Completion certificate for the Completed or ongoing work – Proof for existence during or prior to 2016-17 and providing similar service since 2016-17]
- 2.2. At least 1 similar supply with a minimum value of Rs. 13,40,000.00
[OR]
At least 2 similar supply each with a minimum value of Rs. 8,37,500.00
[OR]
At least 3 similar supply each with a minimum value of Rs. 6,70,000.00

[Mode of Proof: Copies of the Work order, Agreement and Work Completion certificate for the Completed or ongoing work].

“Similar Supply” means contract for supply of Uniform Items at Government / Semi-Government / Public Sector organizations / National level educational institute like IIT, IIM, NIT and Universities / Banks / PSU’s / Ship Management Companies / Public Limited Company or a Private Limited Company with a minimum work force of 100 employees.

IMU-KC reserves the right to split the order even for a single item i.e. the item-wise orders can also be given. The general guide-line for such splitting may be cost-effective or even practical aspects related to effective supply.

2.3. Turnover

Should have average annual turnover of at least Rs. 26 Lakh during the 3 financial years from Year 2018-19.

[Mode of Proof: Annual accounts duly certified by a Chartered Accountant / Income tax Returns].

2.4. Possession of Valid GST Number & PAN

The Service provider should have a valid GST Number & PAN.

[Mode of Proof: Copy of the GST Registration Certificate & PAN Card to be produced]

2.5. Bidders who have been rejected in the past on the basis of submission of poor quality samples even after getting a chance to change the poor quality samples are not allowed to participate and their bids will technically be rejected.

[Mode of Proof: Self-declaration to this effect]

2.6. Bidders who have delayed fulfilling / completing past tenders by more than 2 months, without having a valid reason, cannot participate in this tender. The decision regarding the validity of thereason is the prerogative of IMU-KC & cannot be challenged.

With regard to the various proof / supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it

shall be IMU-KC's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required. IMU-KC may also conduct independent verification of credentials furnished by the service providers. All the Mode of Proof of Documents for meeting eligibility criteria enclosed with the tender are to be duly signed by the authorized signatory. If required, IMU-KC may insist for notarized copy or ask to produce originals to ascertain the veracity of the documents. IMU-KC- also reserves the right to ask more proof to corroborate the eligibility declarations.

3. General Conditions

- 3.1. The duly authorized signatory (ies) of the entity should sign in all the pages of the tender document including the annexure / schedules signifying the acceptance of all the terms and conditions, stated in the various parts of the tender. The person(s) authorized to sign the tender shall also sign in all the pages of the supporting documents submitted as proof of their eligibility etc. In other words, every page of the bid submitted should have the signature of the duly authorized signatory of the bidder.
- 3.2. Bidder should furnish all the details in the prescribed proforma and as per the requirements set out in the tender documents under Cover I. Bids and Tender documents should be complete in all respects and any incomplete tenders will be rejected.

4. One Bid per Bidder

The Bidder who submits more than one tender will be disqualified.

5. IMU-KC not responsible for Cost of Tendering

The bidders shall bear all costs, efforts or their time associated with the preparation and submission of their tenders and the IMU-KC will in no case be responsible or liable for those costs / efforts / time, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by IMU-KC, due to any reason whatsoever and at any stage of the tender (IMU-KC is not responsible, if there is a cancellation even after price bid opening).

6. Rejection of Tender Documents

The bidder shall read and understand the contents of the tender documents, carefully. Failure to comply with the requirements of tender submission will render the tender liable for rejection. Tenders, which do not comply with the requirements of the tender conditions, will be rejected.

7. Clarification of Tender Documents

A bidder requiring any clarification regarding the tender documents may notify in writing to the address mentioned in the invitation of tenders or E- Mail to dradmin.kolkata@imu.ac.in. IMU-KC will respond to any valid request for clarification, raised during the pre-bid meeting or received one week prior to the last date for submission of tenders. IMU-KC's decision is final and binding with regard to interpretation of terms used or other tender contents.

8. Pre-bid meeting

Pre-bid meeting is not compulsory but bidders are strongly advised to attend pre-bid meeting as per the date mentioned in tender abstract, as the tender conditions are likely to get altered as per the feedback in pre- bid meetings.

9. Amendment to Tender Documents

9.1 At any time prior to the last date for submission of tenders, IMU-KC may, for any reason, suo motu or in response to a clarification by a prospective bidder, modify the tender documents by amendments (addenda / corrigenda etc.). Such amendments will only appear in IMU-KC website www.merical.ac.in and hence it is the responsibility of the bidders to keep abreast about the modifications, if any.

9.2 Any such amendments may not be intimated individually to any bidder / prospective bidders. All the bidders who had downloaded the bid document prior to such amendment shall verify, whether any such amendments have been issued by IMU-KC, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder.

10. Preparations and Submission of Tenders

10.1 Language of Tender

The tender, and all correspondence and documents, related to the tender, exchanged between the bidder and IMU-KC should be in the English language only. If the bidder along with their offer furnish any printed

literature written in any other language, such documents should be supplemented with their English translation also. The contents in the English translated version alone shall be taken into consideration.

10.2 Documents comprising the Tender

The tender submitted by the Bidder shall comprise the following and should be read in conjunction with any Amendments issued.

10.2.1 Cover I (Technical Bid)

- a) Demand Draft towards Earnest Money Deposit
- b) Complete Tender Document downloaded from IMU-KC website and its amendments, corrigenda / addenda issued by IMU – KC which are duly signed by the authorized signatory in each page with stamp.
- c) Duly filled Technical Bid format (Annexure – I) with all the documents stated in the technical bids and other supporting documents in evidence of the data filled in technical bids and any other documents stated in the tender document.
- d) Bidder Memorandum (Annexure – II) duly signed by the bidder.

The Cover I shall be addressed to “The Director, Indian Maritime University – Kolkata Campus” and should be duly super scribed as” Cover-I-Technical Bid for Tender for Supply of Uniform Items to the cadets at IMU-KC” and sealed properly. Name and Address of the bidder shall also be written/ printed on the cover.

10.2.2 Cover II (Price Bid)

The Cover II shall only contain the Price Bid formats given viz.

- a) Form of Tender,
- b) Priced Bill of quantities / Filled in Price Bid format

All the above should be duly filled in, signed and sealed:

The Cover II shall be addressed to “The Director, Indian Maritime University – Kolkata Campus” and should be duly super scribed as “Cover-II-Price Bid for Tender for Supply of Uniform Items to the cadets at IMU-KC” and sealed

properly. Name and Address of the bidder shall also be written / printed on the cover.

10.2.3 Main Cover

Both the “Cover I” and “Cover II” shall be placed inside the main cover and sealed properly. The main cover should be duly super scribed as “Tender for Supply of Uniform Items to the cadets at IMU-KC, Taratala, Kolkata, under Two Bid System (Name of the tender as mentioned in tender abstract) [Tender No IMU-KC/Uniform/2022-23 dated 08.07.2022 at IMU-KC”]. **The cover should clearly be mentioned with the subject for which the tender document is submitted.** The tender shall be either sent to the address mentioned in the Tender Abstract so as reach before the last date & time for submission or dropped in the tender box placed in the Deputy Registrar’s Office (First Floor of the Administrative Building), IMU-KC prior to the last date & time for submission. The tender should be sealed properly with utmost care. No stapler or stapler pins should be used for sealing the tender.

11 Conditions stipulated by the bidder

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to IMU-KC. Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

12 Filling up of Forms, Completeness & Mode of Submission of Tender

12.1 The bidder shall submit all the documents required to be submitted as per Clause10 duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.

12.2 The Rates in Price Bid shall be filled in either typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.

12.3 Bids sent by telex, fax, Email etc. (i.e. modes other than by way of speed post / courier / dropping in the box provided) shall not be accepted.

13 Last date for submission of tender, Extension and Late Tenders:

Tenders must reach the Deputy Registrar's office at the address stated in the tender abstract Prior to the time mentioned in the tender abstract. IMU-KC may, at its sole discretion extend the date and time for submission of tenders. Any updates with regard to such extension or any other communication intended for the bidders / prospective bidders will be made only through IMU-KC's website stated above. Any tender received after the last date and time for submission of tenders prescribed will be rejected.

14 Tender Prices

14.1 The contract shall be for all the items however the bidder may opt for at least one item or more. No partial tender for any item will be accepted by IMU-KC.

14.2 Tender price covers bidder's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Supply at IMU-KC and includes all the liabilities of the bidder including all kinds of taxes (**except GST**).

14.3 The rate quoted shall be responsive. GST is to be shown separately. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

15 Tender Validity

Tenders shall remain valid for 120 days from the last date of submission of tender.

16 Earnest Money Deposit (EMD)

16.1 Each tender should be accompanied by an Earnest Money Deposit amounting to Rs. 35,000.00 (Rupees Thirty Five Thousand Only) which shall be in the form of Demand Draft from any Nationalized Bank / Scheduled Bank drawn in favour of "**Indian Maritime University-Kolkata Campus**", Payable at **Kolkata**. No other form of deposit towards Earnest Money shall be accepted.

16.2 Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the IMU-KC will summarily be rejected. However, exemption from EMD may be considered by IMU – KC only upon written request

enclosed with the Technical Bid duly enclosing the **relevant and valid** exemption certificates from MSME / NSIC. No exemption from payment of EMD is available to any bidder for any other reason whatsoever.

17 Tender Opening, Bidder Participation, Stages of Evaluation (Technical and Price Bid)

17.1 Technical bids will be opened at the conference hall of IMU – KC located at the address stated in tender abstract. Any bidder who is willing to observe the tender opening, may, in person or through his authorized representative (in writing), be present at the venue and witness the tender opening. The maximum number of person allowed per bidder is one.

17.2 Any change in the date / timing of bid opening and similar notifications will be communicated only through IMU-KC website or through e-mail, as decided by IMU-KC, and not through both.

17.3 Similarly, a suitable date and time for opening of the Cover II – Price Bids will be fixed and those bidder(s) who are qualified will be intimated about the opening of Cover - II – Price Bids. The Cover II - Price Bids will be opened in the presence of the qualified bidders or their authorized representatives, if they choose to attend and be present. The procedures and number of participants etc., for opening Cover - II will be the same as the procedures outlined in technical bid opening.

18 Influencing prohibited

Any effort by a bidder to influence the buyer during the processing of tenders or award decision will result in the rejection of his / their bid offered and may also lead to black listing.

19 Correction of Errors (in Price Bid)

19.1 Bidders are advised to exercise utmost care while preparing the Price Bid and Technical Bid. If there is a discrepancy, IMU – KC may decide to reject the tender altogether. However, IMU-KC may also at its sole discretion, consider accepting the tender, if there are differences between the rates quoted by the bidder in words and

in figures or in the amount worked out by him, adopting the following procedure:

19.2 When there is a difference between the rates in figures and in words, the rates given in words would only prevail.

19.3 IMU-KC may adopt any other method, as deemed suitable by it, to resolve any such unintentional error(s), if any. It is reiterated that resolving of errors as stated above, is optional to IMU-KC. The bidders are advised to exercise utmost caution not to run the risk of rejection due to such error(s).

20 IMU-KC's right to accept any tender and to reject any or all tenders

The IMU-KC reserves the right to accept or reject any tender / all tenders, and to annul / cancel the tendering process, at any time / stage prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders.

21 Refund of EMD

21.1 The EMD will be refunded to all the unsuccessful bidder(s) within one month from completion of the tender evaluation process. No interest will be allowed on the Earnest Money.

21.2 The EMD of the successful bidder will be refunded only after the remittance of Security Deposit in any manner as aforesaid. Alternatively, the successful bidder shall when his tender is accepted, furnish Security Deposit as specified in the clause elsewhere after giving credit to the amount deposited by him as Earnest Money. Till such time, the Earnest Money shall retain its character, as such, till the successful bidder furnishes the Security Deposit.

21.3 Where a person whose tender has been received by the IMU-KC intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the IMU-KC (or) fail to furnish the Security Deposit within the prescribed time, the IMU-KC shall without prejudice to IMU-KC's any other right or remedy, be at liberty to forfeit the Earnest Money Deposit.

22 Evaluation of Bids

22.1 Technical Bid Evaluation

The Bid submitted will be evaluated based on the details of technical qualification submitted by the bidder under Cover I in the prescribed formats to ascertain whether the bidders qualify. The Cover II (Price Bid) of only those firms which technically qualify as per the documents in Cover I will be opened. Technical bid (Cover-I) of each bidder shall fulfil the minimum eligibility criteria prescribed in Clause 2. If the bidder fails to fulfil any one of the above criteria, he would be treated as not eligible and their Cover II – Price bid shall not be opened.

The information furnished by the bidder in Cover - I in the prescribed format supplied by the IMU-KC will form the basis for the technical evaluation. In exceptional cases IMU-KC or his representative reserves the right to obtain any clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IMU-KC, information and documents supplied in support of the tender do not meet the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU-KC. After satisfying that all or some of the bidders have attained the minimum qualifying criteria as detailed above, bids of only the technically qualified bidders who fulfil all the pre-qualification / eligibility criteria, will be considered for further evaluation. If a bidder does not fulfil even single minimum eligibility criteria / pre-qualification criteria during the technical bid evaluation, his financial bids will not be evaluated.

Sample Evaluation: The process of sample evaluation is a part of technical evaluation. Samples on the basis of the poor quality can be rejected. Merely giving uniform items on the basis of technical specifications mentioned against each item does not qualify the item to be selected as QUALIFIED sample. The Committee is at the liberty to select the best three (or such other number deemed suitable by the committee)

samples as qualified for technical evaluation. The decision of committee will be final in this regards. Hence quality items will have preference.

22.2 Financial Bid Evaluation

Item-wise cost including all other taxes or levy (**except GST**), will be taken for comparison among the bidders for evaluation and the bidder who quoted the lowest cost for a particular item will be awarded the Work Order for said item. However, mere quoting of low rates alone will not confer any right to such bidders seeking acceptance.

In case the Price Bid of more than one agency is same, as L-1, then IMU- KC will be assigning marks to various eligibility parameters like turnover, number of years of relevant experience etc. of such L-1 bidders and the Work Order will be awarded to the bidder who scores highest marks, among the L-1 bidders.

22.3 Quoting unworkable rate will not be considered for evaluation and is liable to be rejected. If the committee decides the rate as unworkable and the bidder's justification is not satisfactory enough w.r.t quality and effective execution of the contract, the bid will be rejected. The decision of the Committee in this regard will be final and no further correspondence will be entertained.

22.4 In case of any changes in GST rate or any other statutory obligation resulting in generation of extra profit by the service provider, the same has to be passed on to IMU-KC.

23. IMU-KC depending on its requirements reserves the right to place more orders upto 1 year from the first Purchase Order at the same rates, terms and conditions. The bidders must honour this provision.

IMU Kolkata has the sole discretionary power for the extension of the Work Order by another two years based on the satisfactory performance of the supplier / suppliers with the same rates, terms and conditions of the initial Item-wise contract.

24 GENERAL TERMS AND CONDITIONS

24.1 The selected Bidder shall be responsible and liable for and shall indemnify IMU-KC and keep the IMU-KC indemnified, safe and harmless at all times, against:

Any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature, whatsoever made or instituted against or caused to or suffered by IMU-KC directly or indirectly by reason of: -

24.2 Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, bad faith, disregard of its duties and obligations here under, service, act or omission of or by the Service Provider and / or any of his Staff, and/or

24.3 Any theft, robbery, fraud or other wrongful act or omission by his staff.

24.4 The Bidder shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the IMU-KC may issue from time to time and which have been mutually agreed upon between the two parties.

24.5 The Bidder shall be responsible to maintain all property and equipment of IMU-KC entrusted to it.

24.6 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with IMU-KC as and when required by IMU-KC.

24.7 All correspondence regarding Supply & payment of bills etc., or any other matter shall be done only with the Director, IMU – KC through the Officer in Charge.

25 SECURITY DEPOSIT

25.1 **Within 3 working days** of the successful bidder's receipt of notification of award from IMU-KC, the Bidder shall furnish a Security Deposit at the rate of **10%** of the contract value in the form of an A/c Payee Demand Draft drawn in the name

of 'Indian Maritime University – Kolkata Campus', payable at Kolkata towards due compliance of contract obligations to the satisfaction of the IMU-KC and to make good any loss or damage caused to the IMU-KC owing to acts in pursuance / violation of terms herein. The EMD already paid can be adjusted towards the Security Deposit, and in which case, the balance of Security Deposit is to be paid within 3 days of notification of award by IMU-KC. If the bidder fails to submit the Security Deposit to IMU-KC within the stipulated time, IMU-KC shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely and /or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.

25.2 No request of partial payment will be accepted. No interest is payable on the Security Deposit.

25.3 In case Security Deposit amount falls short on subsequent order, the supplier must deposit the differential amount of Security Deposit within 10 days of subsequent order. Security Money will not carry any interest.

25.4 The Security Deposit will be discharged by the IMU-KC and returned to the bidder not later than 90 days from the date of expiry of the contract to the supplier.

25.5 The proceeds of the Security Deposit shall be payable to the IMU-KC as compensation for any loss(es) incurred by IMU-KC resulting from the failure of the supplier to meet out its obligations under the Contract, as determined by IMU-KC. This shall be in addition to any other action / penalty taken by IMU-KC for delays / default / failure on the part of the service provider.

26 PAYMENT TERMS

26.1 Submission of Bills: The Supplier should submit the following documents at the time of submission of bill to IMU-KC:

- a. Challan in duplicate
- b. Stamped bill in duplicate.

The bill shall be accepted only after acceptance of the materials in full as per the specification / Purchase Order.

26.2 Invoices should be numbered serially in the sequence as given in the Purchase Order to ensure clarity and accountability.

26.3. GST and other taxes: GST should be shown separately. If there is increase in rates of taxes due to imposition of new tax / enhancement of rates etc., such increase will be considered. Similarly, if there is a fresh reduction in rates due to reduced charging of tax by Governments, the benefit is needed to be passed on to IMU-KC.

26.4. Only after the completed execution and certification from the end user department, payment will be processed.

26.5. Payment will be made on the actual quantity ordered and supplied. IMU – KC does not guarantee the quantity of items to be supplied as mentioned in the tender documents. The quantities mentioned are just an approximation.

26.6. 100% payment shall be made on successful supply of uniforms after certification by authorized person of Indian Maritime University - Kolkata Campus. The payment will be made through bank transfer(NEFT), only after successful completion of supply of the items and their acceptance.

26.6.1. Setting off of Service Provider's bills:

IMU-KC shall be entitled to set off the following against and deduct and recover from the service charge and any other sums payable by IMU-KC to the Service Provider at any time:

- i. Tax, levy or any other amount whatsoever which may be required to be deducted by order of any Court / Authority under any law now in force or which may come into force during the currency of this Agreement.
- ii. Any and all amounts which may be or become payable by the Service Provider to IMU-KC under this Agreement.

27. Cancellation of order, forfeiture of Security Deposit, Risk- purchase clause:

In the event of failure to deliver the materials within the stipulated date / period in accordance with the specification, IMU-Kolkata Campus reserves its right:-

- i. To cancel the order
- ii. To forfeit the Security Deposit

- iii. To procure the materials or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and the same may be recovered if necessary, by due legal process.

28. Termination of Contract:

The competent authority of IMU, Kolkata Campus accepting the tender may without prejudice to the right against the contract in any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of contract and without prejudice to any rights or remedies under the provision of this contract or otherwise and whether the date of completion has or has not elapsed by notice in writing, absolutely determines whether the contract can be terminated in any of the following cases:

- 28.1. If the supplier has been given by Director, or his representative, 07 days' notice to rectify, or replace any defective work and in the opinion of the Director or his representative which the supplier will be unable to complete the work by the date of completion.
- 28.2. If the supplier being a company passes a resolution or the court shall make order that the company shall be wound up or any such instructions are received from Income Tax Department or any Government organization.
- 28.3. If the supplier commits breach of any of the terms and conditions of the contract.
- 28.4. If the supplier becomes insolvent, when the supplier makes himself liable for action under any of the cases aforesaid, the Director on behalf of IMU, Kolkata Campus shall take action as under:
 - 28.4.1. To determine or annul the contract and upon such termination or rescission, Security Deposit of the supplier shall be liable to be forfeited and shall be in disposal of IMU, Kolkata Campus.
 - 28.4.2. To carry out the balance work through another agency and recover the balance amount arising out of difference between the later rate and former rate

from the original selected tender, from any amount payable to him including EMD, any bills payable, Security Deposit or any amount payable to him for any other work.

- 28.4.3. To take possession of any tools, plants, materials and stores in or upon the work or site thereof belonging to the supplier and procured by the supplier and intended to be used for execution of work and given due credit while setting account or given requisite notice to remove all such materials failing which shall take action to either remove them from the site of work at the supplier expense or sell them by auction on account of supplier at his risk and cost.

29. POST TERMINATION RESPONSIBILITY OF THE SERVICE PROVIDER

- 29.1. Upon termination of this Agreement, the bidder shall immediately deliver to IMU-KC all the documents / tools / equipment and any / all data pertaining to IMU-KC, held by it or in the possession / custody / control of his staff, to IMU-KC. The Bidder shall also forthwith remove all his staff together with his machines / his equipment / his tools whatsoever from the premises of IMU-KC as directed by the IMU-KC. IMU-KC reserves the right to demand from the Service Provider to finish any particular work / works which may at the date of termination stands incomplete in full or part.
- 29.2. Any breach of the obligation or delay in its implementation of post termination responsibilities of Service Provider shall without prejudice to IMU-KC's other rights at law will, result in levy of compensation at the rate of Rs.1000/- per day with interest thereon upto the rate of 12% per annum. This amount may without prejudice to all other rights of recovery vested as per law with IMU-KC also be recovered from the amount outstanding to the Service Provider.

30. Arbitration & Jurisdiction

In the event of disputes, differences, claims and questions arising between the

parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to resolve such differences, disputes, claims or questions by mutual discussion and failing such settlement, the same shall be referred for arbitration by a sole Arbitrator appointed by IMU-KC. Such arbitration

shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or reenactment thereof for the time being in force and shall be held in Kolkata. In case the Arbitration award is not acceptable to either of the parties, they may approach courts having jurisdiction at Kolkata.

31. AGREEMENT

Any offer made in response to this tender, when accepted by IMU-KC, will constitute a contract between IMU-KC and vendor / bidder.

32. Contract Agreement

The successful bidder shall, if awarded the contract, enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed upon, prior to the date of acceptance of the tender and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the buyer and the Service Provider. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the bidder.

33. Other Terms and Conditions are enumerated in Appendices.

DIRECTOR

IMU-KC

Section 2: Bidder's Representations and Warranties

The selected bidder hereby represents warrants and confirms to the IMU-KC that:

1. He has the necessary skills, knowledge, experience, expertise, required capital net worth, adequate and competent facility staff, systems, equipment and procedures and capability to duly perform its obligations in accordance with the terms of the tender / Agreement and to the satisfaction of the IMU-KC, provided, however, that the IMU-KC's judgment as regards the quality and skills of the Bidder and his Facility Staff shall be final and binding on the Bidder.
2. The execution of the Agreement and providing services hereunder by the Bidder to the IMU-KC does not and will not violate, breach any covenants, stipulations or conditions of any Agreement, Deed entered into by the Bidder with any third parties.
3. The Service provider shall be solely responsible for any accident, damage or injury caused to any of his employees or property or any person or property in course of the Service and death while on service and shall not hold the IMU- KC responsible in respect of any claim made by any person for any reason whatsoever. The Service Provider will make no claim for reimbursement or other form of claims arising out of such accidents etc. against IMU-KC. In the event of IMU-KC incurring any loss due to the above, Bidder shall indemnify IMU-KC to the extent of its loss on this account. Bidder shall be solely responsible for reporting to IMU-KC and concerned authorities immediately of any serious or fatal accident.
4. The Service Provider shall alone be responsible & entitled to act in pursuance of this Contract and the Bidder shall not directly or indirectly transfer, assign or makeover any rights and obligations of the contract or any part thereof to any other persons.
5. In the event of any losses or damages to any Properties or effects of University by theft, pilferage, the Service Provider shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by the University, if such loss is attributable to the conduct of outsourced staff deployed by the Service Provider.

6. The selected bidder should have a Branch Office in Kolkata. Proof of office in Kolkata to be given.

Section 3: Bidder's Covenants

1. Alterations / Modifications: The IMU-KC reserves the right to make addition / deduction / alterations / modifications to the quantity of the items in the Purchase Order. The supplier shall supply such quantities also at the same rate as originally agreed to and incorporated in the Purchase Order. The items or quantity in price bid is only tentative. IMU-KC reserve the right to increase or decrease the items or the quantity of items without any change in the unit price quoted.
2. Test / Guarantee Certificate: Manufacturer's Test Certificate (T.C.) is to be submitted along with the material (for cloth material). In case T.C. is not made available at the time of dispatch, a Guarantee Certificate from the supplier has to accompany the material confirming that the material has been manufactured conforming to the specification mentioned in the order.
3. Complaints: There should not be any complaints from the cadets regarding quality, colour and stitching of the uniform. Measurements for stitching of uniforms should be completed within 07 days on intimation by the University. All complaints related to fitting of uniform should be attended within two weeks of supply, failing which appropriate amount will be deducted from the bill.
4. Agreement: The supplier shall execute an agreement with IMU-KC on Non-Judicial Stamp Paper of appropriate value within 15 days of placement of Purchase Order and until such execution; this Work Order duly signed as having accepted will form the basis of the contract.
5. No work will be sub-let to other agency, if found the said agency will be black listed by intimating to other organization.
6. Mobilization Advance: No mobilization advance to be given to the supplier.
7. Settlement of Disputes: The Supplier shall make request in writing to the

Director for settlement of any dispute within 30 (thirty) days of arising of the cause of dispute, failing which no disputes / claims shall be entertained by the IMU - Kolkata Campus. The decision of the Director, IMU-Kolkata Campus will be final and binding on the parties.

8. Compliance with Laws: Vendor warranted that all goods purchased against the tender shall conform to all applicable City, States and Central Laws, Ordinances and Regulations. Further, the supplier shall indemnify / defend / relieve IMU-Kolkata Campus harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.
9. Jurisdiction: The Court of Kolkata in the State of West Bengal only will have the jurisdiction to deal with and decide any legal matters or disputes what-so-ever arising out of this contract.

10. Delivery

- 10.1. The materials should be delivered at Indian Maritime University-Kolkata Campus.
 - 10.2. The supply should be made within the stipulated time; otherwise action will be taken for alternative arrangement for supplying uniform at the risk and cost of the supplier.
 - 10.3. All items should be delivered within 30 (Thirty) days from the date of award of Purchase Order. Indian Maritime University -Kolkata Campus may place order in phased manner during the rate contract period depending upon the requirement.
 - 10.4. Supply should be completed in all respects quantity / quality wise for each cadet and for the whole order.
- 11. All the items will be verified with the approved sample by an officer designated by Director. After verification the stitched uniforms will be received by the stores at IMU-KC. The quality of the item supplied not matching with the sample will be rejected instantly and will be treated as not supplied. The replacement is to be provided by the supplier at their own cost at the earliest to avoid Liquidated Damages clause as per the Work Order. Deviation from sample may result in blacklisting of the firm. In case of deviation, the supply will be considered as not delivered. The quantity of**

the items should be verified by either of the Store Officer / OIC–Hostels / Faculty-in-charge of the class / Deputy Registrar / Assistant Registrar.

12. After the supply is completed, any alterations thereof should also be executed by the supplier.

Section 4: Penalties & Fines

1. Liquidated Damage

- 1.1. In the event of failure to deliver or dispatch the material within the stipulated date / period in accordance with the samples and specifications, IMU-Kolkata Campus would have the right to recover from supplier, Liquidated Damages, of a sum not less than 0.50% of the price of any item which has not been supplied as aforesaid for delay of each week or part of a week subject to maximum of 10% of contract value.
- 1.2. If the supplier violates security rules and regulation of the University or damages the university property, a penalty of 0.5% of the Work Order amount will be recovered from their dues.

Appendix I

1. General Terms and Conditions for Supply of Uniform Items:

- 1.1. The required uniform accessories are of different measurements. The supplier should make arrangements to take measurement of different sizes of uniform items of male and female cadets during the time from 9:00 am to 8:30 pm at their own cost with prior permission and to deliver the uniform accessories within the time frame stipulated in the Purchase Order.
- 1.2. All the items should be neatly packed separately with name and Registration no. in respect of each student.

Sl. No.	Items	Specifications	Tentative Required Quantity
1.	White Buck Skin Shoes	PVC Sole, no toe cap, medium toe.	276 pairs
2.	White Peak Cap with Zari Badge	White Rexine on top, Zari badge as per sample, Black cap band, of high quality equivalent to supplies to Indian Navy (Sample should be submitted with the quotation)	558 nos.
3.	Berret Cap (Navy Blue) with Zari Badge	Woolen – 100% With Zari Badge (small size) as per sample Beret edge to have seam with tightening lace, black colour. Plastic interior, durable, moisture absorption, should not get effected by weather change especially in coastal climate. (Sample should be submitted with the quotation)	1120 nos.

4.	White Turban with Zari Badge for Sikh Cadets only	Cloth: Malmal/Masleen Size: length 8 Meters, Breadth 36" Note: Two strips of 4 meters x 36" to be stitched together lengthwise to make turban size 4 mtrs x 72" Badge: Merchant navy cadets (Sample of cloth should be submitted with the quotation)	04 nos.
5.	Navy Blue Turban with Zari Badge for Sikh Cadets only	Cloth: Malmal / Masleen Size: length 8 Meters, Breadth 36" Note: Two strips of 4 meters x 36" to be stitched together lengthwise to make turban size 4 mtrs x 72" Badge: Merchant navy cadets (Sample of cloth should be submitted with the quotation)	04 nos.
6.	Stitched Boiler Suit (Orange Colour): Full Sleeves: Boiler Suit to have IMU Monogram on left pocket. A strip of white cloth of 1" x 6" (or breadth of the pocket) to be stitched ½" clear from upper edge of the right pocket to write name of the Cadet. Name to be stitched by the Supplier.	(i) Approximate count on Yarn: <input type="checkbox"/> Warp – 16 <input type="checkbox"/> Weft – 12 (ii) Thread per inch: <input type="checkbox"/> Warp – 96 (+5%, -2%) <input type="checkbox"/> Weft – 48 (+5%, -2%) (iii) Blend composition percent (approx): Cotton – 100% (iv) Width cm: 147 cm or as agreed + 1 cm (v) GSM –260 (+5%, -2.5%) (Sample should be submitted with the quotation)	1134 nos.

Annexure-I

(Technical Bid-Cover 1)

[On the Letter head of the Bidder and to be put in a separate sealed cover] Tender
for ‘Supply of Uniform Items for cadets’ at IMU-KC, Taratala, Kolkata

Ref: IMU-KC’s Tender Notification No. IMU-KC/ Uniform /2022-23 dated
08-07-2022

From

Name & Address of the Bidder

Ph:

Email:

To
The Director,
Indian Maritime University,
P-19, Taratala Road
Kolkata - 700088.

Dear Sir,

We hereby submit our Technical Bid for providing ‘Supply of Uniform Items for cadets’ at IMU – Kolkata Campus as detailed below: -

1. Experience in the business of providing Similar Service Since 2016-2017 or earlier:

Sl	Eligibility Criteria details	Bidders Confirmation
1	Whether in the business of Providing Similar Service Since 2016-2017 or earlier & meet this eligibility criteria (Yes / No)	
a)	Since which Year?:	
b)	Mode of Proofs enclosed:	Page No.
(i)		
(ii)		

(iii)		
(iv)		
(v)**		

** - May add more rows as required

2. A. Similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five financial years (2016- 17 to 2020-21):

Sl	Eligibility Criteria details	Bidders Confirmation
A	Whether carried out similar service with minimum value specified in any one of the three set of minimum service values (a or b or c) during 2016-2017 to 2020-21 & there by meet this eligibility criteria (Yes / No)	
a)	At least one similar supply with a minimum value of Rs. 13,40,000.00: (Yes / No)	
b)	At least 2 similar supply each with a minimum value of Rs. 8,37,500.00: (Yes / No)	
c)	At least 3 similar supply each with a minimum value of Rs. 6,70,000.00: (Yes / No)	

2. B. Details of similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five financial years (2016-17 to 2020-21):[in proof of sl. No. 2-A above):

B	<u>Mode of Proofs enclosed:</u> (With Name, Address & Contact No. of the Client for whom Uniform Supply Services was provided)	Value of the Work (Rs)	Page No.
(i)			
(ii)			
(iii)			
(iv)			

(..)**			

** - May add more rows as required

Note: “Similar Supply” means contract for supply of Uniform items as defined in tender abstract as the case may be with Government / Semi-Government/ Public Sector organizations / National level educational institute like IIT, IIM, NIT and Universities / Banks / PSU’s / Public Limited Company or A Private Limited Company with a minimum work force of 100 employees.

3. Minimum Annual turnover

Sl	Eligibility Criteria details	Bidders Confirmation	
(i)	Whether the bidder has a minimum Annual turnover of at least Rs. 26 lakh during any 3 financial years from Year 2018-19. [YES / NO]		
	Year / Proof enclosed	Turnover	Page No.
(ii)	2018-19 /		
(iii)	2019-20 /		
(iv)	2020-21 /		

4. Other Eligibility Criteria & Essential requirements and other details:

Sl	Particulars	Bidders Confirmation / Details	Details of Proof enclosed	Page No.
i)	Whether the Bidder have a valid PAN and GST		Copy of PAN and GST	
ii)	Whether the Bidder has covered their Staff employed under ESI and PF other [YES / NO]			

iii)	Whether obtained License Under Contract Labour (R&A) Act [YES/NO]			
iv)	Whether the Bidder has been debarred or blacklisted by any Government department / agency so far on account of fraudulent or corrupt practices or inefficient / ineffective performance [YES/NO]		Declaration to this effect	
v)	Whether the Bidder has attached EMD as stated in tender abstract from Nationalized or Scheduled Bank [YES/NO]		Original DD No. _____ enclosed with technical bid	
vi)	Whether the bidder inspected the site. If so, date and time of inspection of site: [YES/NO]		NA	NA
vii)	Form of Organization [Sole proprietorship / Partnership / PVT Ltd Company etc.]:			
viii)	Provident Fund Number			
ix)	ESI Number			
x)	Local office address with proof			
xi)	Other Modes of Proof enclosed			

Name, Designation, Address and Telephone No. of Authorized person(s) of the Firm / Agency:

I am also enclosing bidder memorandum and undertaking duly signed by me /us.

Declaration

I / We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I / we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my / our firm is liable to be blacklisted / debarred by IMU-KC for at least 3 years, in addition to any other right or remedy available to IMU-KC including forfeiture of EMD, Security Deposit etc.

Date:

Signature with Seal of Authorized Signatory

Place:

BIDDER MEMORANDUM &
UNDERTAKING

[to be signed and enclosed on bidder's letterhead with technical bid]

1. General Description
Tender for 'Supply of Uniform Items for cadets' at IMU – Kolkata Campus at Kolkata. Tender No. IMU-KC/Uniform/2022-23 dated: 08.07.2022.
2. Period of Contract
One year from the date of commencement of work.
[The contract is extendable at the same rates, terms and conditions by one more year subject to providing of service to the satisfaction of IMU-KC, at the option of IMU- KC]
3. Forfeiture of Earnest Money Deposit & Undertakings by the Bidder
Should this tender be accepted in whole or in Part, I / we here by agree:
 - a) To terms and abide and fulfill all conditions annexed hereto and all the terms and provisions contained in all parts of the tender documents so far as applicable and / or in default thereof the EMD paid by us will be forfeited in favour of IMU-KC.
 - b) To execute all the Services referred to there in the tender documents upon the terms and conditions contained or referred to therein, and carryout such deviations as may be ordered by IMU-KC.
 - c) This is to certify that I / We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake to abide by all the terms and conditions laid down in the tender / bid documents.
4. I / We abide by the provisions of all acts, law and any other Charges applicable from time to time. I /We will abide by all the Government laws from time to time and shall be fully & solely responsible for any violation.

SIGNATURE:

FOR AND ON

BEHALF OF:

DATE:



INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

P-19 TARATALA ROAD, KOLKATA, 700 088

Tender for providing 'Supply of Uniform Items for cadets' at IMU – Kolkata
Campus

Tender No.: IMU-KC/Uniform/2022-23 dated 08-07-2022

Volume II

PRICE BID

To

The Director,
Indian Maritime University (Kolkata Campus),
P-19, Taratala Road
Kolkata - 700088

Sir,

Being duly authorized to represent and act on behalf of
..... hereinafter called “the bidder” and having
visited the site and examined the Conditions of Contract, Specifications, Schedules
and Bill of Quantities for the Tender for ‘Supply of Uniform Items for cadets’ at
Indian Maritime University - Kolkata Campus, Taratala at Kolkata.

1. We offer to execute the work in conformity with the said Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of as per the detailed price bid enclosed.
2. We undertake, if our Tender is accepted, to achieve completion of the service for the periods specified in this Schedule.
3. We agree to abide by all the terms and conditions of the Tender in all its parts including its annexure & forms, from the date of commencement of work as per the tender document or such further period as may be mutually agreed, it shall remain binding upon us and may be accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period or such extended period as mutually agreed upon, I / We forfeit and forgo the Security Deposit to IMU-KC.
4. The work order when accepted by the supplier shall constitute a binding contract between Indian Maritime University and the bidder.
5. I / We understand that the Indian Maritime University, (Kolkata Campus) reserves the right to,
 - a) Amend the scope of tender and value of contract under this work;

b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender(s).

I / We agree that the Indian Maritime University - Kolkata Campus will not be liable for any such action and will be under no obligation to inform the bidder of the grounds for such action.

6. If our tender is accepted, we understand that we are held fully responsible for the due performance of the contract.
7. We agree to execute all the works referred to in the tender documents in accordance with the terms and conditions contained or referred to therein and to carry out such deviations as may be communicated by IMU-KC.

SIGNATURE:

FOR AND ON BEHALF OF:

DATE:

PRICE BID - Priced Bill of Quantities for Supply of Uniform Items

The rate is inclusive of all taxes and charges* (**except GST**). *GST is to be added to each item in Price Bid if it is not a composition Scheme. Price bid evaluation will be made based on Item-wise Rates quoted **exclusive** of GST, if such GST etc. is applicable to IMU-KC. The Number of items to be required is tentative only. Actual requirement may vary within a range of 0-250. Splitting of items as per Individual L-1 is permissible (subject to discretion of IMU-KC). If any of the columns of any price bid is left blank or incomplete in any respect, that Price Bid will not be evaluated.

Sl. No.	Item (Details of items as provided in the Schedule)	Req. Qty. (tentative)	Rate Per Unit (in Rs.)	HSN Code	GST Rate (in %)	GST Amount per Unit (in Rs.)	Total Value Per Unit (in Rs.)	Total Amount (inclusive of all)
A	B	C	D	E	F	G	H=D+G	I=H x C
1	White Buck Skin Shoes	276 pairs						
2	White Peak Cap with Zari Badge	558 nos.						
3	Berret Cap (Navy Blue) with Zari Badge	1120 nos.						
4	White Turban with Zari Badge for Sikh Cadets only	04 nos.						
5	Navy Blue Turban with Zari Badge for Sikh Cadets only	04 nos.						
6	Stitched Boiler Suit (Orange Colour)	1134 nos.						

Berret Cap and Turban will be considered as single entity which means that the Supplier of Berret Cap will compulsorily bid for Turban cloth also.

Splitting of items may be done subject to decision of IMU-KC such that it does not delay, does not hamper and benefits IMU-KC.

* The quantities are taken for evaluation only. Actual quantity may differ.

Yours faithfully,

Signature with Seal of Authorized Signatory

Date:

Place: