



# INDIAN MARITIME UNIVERSITY

Kochi Campus

**NH-47A, NEAR ALEXANDER PARAMBITHARA BRIDGE**

**SOUTH END RECLAMATION AREA**

**MATSYAPURI PO**

**KOCHI-682029**

**TENDER FOR**

**SUPPLY OF DRINKING WATER IN TANKERS TO IMU KOCHI MAIN  
CAMPUS AND WILLINGTON ISLAND CAMPUS**

**TENDER NO.IMU/KOC/T-002/2018**

**TECHNICAL BID**

**VOLUME-I**

**Due date of submission : Before 11:00 hrs on 11.06.2018**

**Date & Time of Opening : At 11.30 hrs on 11.06.2018**



# INDIAN MARITIME UNIVERSITY

## KOCHI CAMPUS

NH-47A, NEAR ALEXANDER PARAMBITHARA BRIDGE, SERA,  
MATSYAPURI PO, KOCHI-682029

(A Central University under Ministry of Shipping ,Govt of India),

### NOTICE INVITING TENDER

Sealed tenders are invited under Two cover system

Name of Service	Estimated Cost & EMD	Last date for Submission	Date of Opening
"Tender for supply of drinking water in tankers to IMU Kochi Main campus and Willington Island campus"	Rs.12,00,000  Rs. 24,000	11.06.2018 11.00 hrs	11.06.2018 11.30 hrs

T.NO:IMU/KOC/T-002/2018

Pre bid meeting schedule : 29.05.2018 at 3 PM at IMU Kochi Campus.

The Tender forms and other conditions/details can be obtained from our web site free of cost. [www.imu.edu.in](http://www.imu.edu.in)

**DIRECTOR**

**Ref: IMU/KOC/T-002/2018 Dated 14-05-2018**

Sub: Tender for **"Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus"**

The Indian Maritime University is a Central University, under the Ministry of Shipping, Government of India. The University is inviting bids from reputed Organisations for **"Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus under two bid system (Technical Bid & Financial Bid)**.

The detailed Tender Document for **"Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus"** can be downloaded from IMU website [www.imu.edu.in](http://www.imu.edu.in).

The cover should be super scribed as **"Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus"** and addressed to The Director, Indian Maritime University, Kochi Campus, South End Reclamation Area, NH-47A, Matsyapuri PO, Kochi-682029. The site can be visited by Agencies who wish to participate in the Tender with prior approval from The Director, Indian Maritime University, Kochi Campus, South End Reclamation Area, NH-47A, Matsyapuri PO, Kochi-682029.

Tender should be submitted in two covers, Cover – 1 (Technical Bid) and Cover –II (Financial Bid). Envelopes of technical Bid and Financial Bid should be individually sealed and then placed in a common outer cover which shall also be sealed and super scribed with the **tender reference No. and due date of submission**. The bidder shall send the bid documents by Speed Post or through a special messenger addressed to the Director, Indian Maritime University, Kochi Campus, South End Reclamation Area, NH-47A, Matsyapuri PO, Kochi-682029 so as to reach the University not later than 11:00 hrs on 11.06.2018. It is the responsibility of the tenderer to ensure that the tender should reach the office before the scheduled time mentioned above. Tenders received/submitted Late will be summarily rejected. The tenders(Technical Bid) will be opened at 11.30 hrs on 11.06.2018 in Indian Maritime University – Kochi Campus , South End Reclamation Area, NH-47A, Matsyapuri PO, Kochi-682029 and interested tenderers may be present at the time of tender opening.

Thanking you,

**Director**

## **Tender Abstract**

Notice Inviting Tender No. : IMU/KOC/T-002/2018

Last Date of Submission of Tender : 11/06/2018 at 11:00 hrs

Tender document can be downloaded from IMU website : From 14/05/2018

Cost of tender form : Free downloading from IMU website

Technical Bid Opening Date and Time : 11/06/2018 at 11:30 hrs

EMD Amount : Rs.24, 000/- (Rs. Twenty Four Thousand only)

Address for Submission of Tender : The Director,  
Indian Maritime University,  
Kochi Campus,  
SERA, NH-47A,  
Matsyapuri PO, Kochi-682029

**INDIAN MARITIME UNIVERSITY**  
**KOCHI CAMPUS**

**Tender for Supply of drinking water in tankers to IMU Kochi Main Campus and Wellington Island Campus**

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# INDIAN MARITIME UNIVERSITY

## KOCHI CAMPUS

### Tender for Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus

#### Section I

#### General Rules and Directions for the Guidance of the Bidder

#### 1. Scope of Tender

- 1.1 The **Indian Maritime University Kochi Campus**, SERA, NH-47A, Matsyapuri PO, Kochi-682029, India (hereinafter referred to as the Buyer), established as Central University under the Ministry of Shipping invites tenders for "**Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus**" as defined in the tender documents (hereinafter referred to as the "Service").
- 1.2 The Contract period is **One year** from the date of commencement of the Service as detailed elsewhere in the contract. The contract is extendable at the same terms and conditions and at the same rates by one more year subject to providing of services to the satisfaction of IMU Kochi at the sole discretion of IMU Kochi campus.

#### 2. Eligibility Criteria

- 2.1 The tender is invited in **TWO COVER SYSTEM** and is open to all contractors who fulfil the following eligibility criteria:

**i) Experience – No of years in the Business**

The Bidder should be in the Business of Providing "Similar Services" for a period not less than 5 years i.e since January 2013 or earlier.

**ii) Experience – Completion of similar works**

The Bidder should have satisfactorily completed similar Services involving values as listed below during the last 5 years:

- a) at least 1 Service of similar nature costing 80% of estimated cost OR (i.e.Rs. 9.60 lakhs)

b) at least 2 Services of similar nature costing 60% of the estimated cost OR(ie. Rs. 7.20 lakhs)

c) at least 3 Services of similar nature costing 40% of the estimated cost.(ie. Rs. 4.80 lakhs)

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

“Similar Service” means the bidder should have the experience of having entered a contract for supply of drinking water in tankers with Government/Semi-Government/Public Sector/Private sector/ National level educational institute like IIT, IIM, NIT/ Universities/Banks/Public limited companies.

### **iii) Possession of Valid PAN**

The Contractor should have a valid Income Tax Registration Number / PAN and other statutory requirements as per Rules in force.

[Mode of Proof: Copy of the PAN Card to be produced]

**iv)** The bidder should have a valid license from Food Safety and Standards Authority of India under FSS Act 2006 at the time of participating in the tender. The bidder has to renew the certificate on expiry of the original certificate during the period of contract if necessary at his expenses.

[Mode of Proof: Copy of the certificate to be produced].

**v)** Should not have been blacklisted

[Declaration to this effect)

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’s prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

**vi)** The bidder should enclose “Performance certificate” from the previous organisation with a rating word as satisfactory.

All the Mode of Proof Documents for meeting the eligibility criteria enclosed with the tender are to be self attested by the authorized signatory.

The bidder must possess **ALL** the above mentioned qualification criterion. If the bidder does not possess even one of these, he shall stand disqualified and his bid will not be taken up for evaluation. The details of services provided as mentioned above may be furnished in the Technical Bid of the tender document in the proforma prescribed therein.



### **3. General Conditions**

3.1 The Bid submitted will be evaluated based on the details of technical qualifications submitted by them under **Cover I** in the prescribed formats to ascertain whether the bidder is technically qualified. The **Cover II**(Price Bid) of only those firms who technically qualified under **Cover I** will be opened.

3.2 The Bids should be signed in all pages only by the duly authorized signatory (ies) of the entity. The person(s) authorized to sign the tender shall sign on all the pages of the tender and other documents which are required to be submitted. The tender should bear the full signature of the tenderer or if the tenderer is partnership firm, then tender should bear the full signature of all the partners or the signature of the person holding power of attorney on behalf of such tenderer and in case the tenderer is a Pvt. Ltd. or Public Ltd., Co. by any competent / authorized person duly authorized by an official not below the rank of Director or Chief Executive or the Board. Any corrigendum or addendum will also form the part of the tender document and will have to be submitted by the tenderer along with the tender.

3.4 The bidder should furnish all 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 Tender per Bidder**

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

### **5. Cost of Tendering**

The bidder shall bear all costs associated with the preparation and submission of his tender and the IMU Kochi Campus will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **6. Site Visit**

6.1 The bidder is advised to visit and inspect the site of the Services and its surroundings and obtain for himself on his own responsibility information

that may be necessary for preparing the tender and entering into a contract for the execution of the Services.

The costs of visiting the site shall be borne by the bidder. Permission, if required, to visit the site will be given during the tender period on application to:

**Director  
Indian Maritime University  
Kochi Campus  
SERA, NH-47A, Matsyapuri P.O.  
Kochi  
Tel :0484-2989402**

- 6.2 The bidder and any of his representatives or agents will be granted permission by the IMU Kochi to enter the premises for the purpose of such inspection, but only upon the express condition that the bidder, his representatives and agents, will release and indemnify the IMU Kochi or his representatives from and against all liability in respect of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 6.3 It is the responsibility of the Bidder to visit the site as set out in 6.1 above and obtain all information necessary for the purpose of preparing Tenders. Bidder must inspect and fully satisfy themselves as to the requirements and extent of the services.

## **7. Content of Tender Documents**

- 7.1 The tender documents contain the schedules stated below, and should be read in conjunction with any Addenda / Amendments issued in accordance with Clause 9:

### **VOLUME – I (Technical Bid)**

- |     |            |   |   |
|-----|------------|---|---|
| i)  | Section I  | - | General Rules and Directions for the guidance of the bidder |
| ii) | Section II | - | General Description of Service and other condition          |

iii)Tech Bid Cover – I Annexure – 1

iv) Bidder Memorandum

## **VOLUME – II (Price Bid)**

- i. Form of Tender
- ii. Appendix to form of tender
- iii. Price Bid

7.2 The bidder shall examine carefully the contents of the tender documents. Failure to comply with the requirements of tender submission will render the tender liable for rejection. Pursuant to Clause 3 above, tenders, which are not responsive to the requirements of the tender conditions, will be rejected.

## **8 Clarification of Tender Documents**

IMU Kochi Campus has scheduled a pre bid meeting on **29<sup>th</sup> May 2018 at 3 PM** to facilitate the bidders. The firms interested to bid must attend the pre bid meeting as per the above schedule in order to acquaint themselves of the requirement of the work and about the campus before offering their quote. Absence in the pre bid meeting should not be resorted at later stages as an excuse towards under quoting or quoting wrongly without understanding the requirements.

A bidder requiring any clarification regarding the tender documents may notify in writing to the address mentioned in the tender or E-Mail to [aradmin.kochi@imu.ac.in](mailto:aradmin.kochi@imu.ac.in). Clarifications will be entertained only till 04/06/2018. IMU Kochi will not respond to any request for clarification, received one week prior to the deadline for submission of tenders.

## **9.Amendment to Tender Documents**

9.1 At any time prior to the deadline for submission of tenders, the IMU Kochi may, for any reason, whether on his own initiative or in response to a clarification by a prospective bidder, modify the tender documents by issuing addenda.

9.2 Any amendments thus issued will be hosted on the website up to two days prior to the dates specified for submission of the bids. All the bidders who

have downloaded the Bid Document shall verify if any such amendment /modifications have been issued before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s) / modification(s) if any shall be binding on the Bidder. No separate notice / intimation of amendments/modifications will be sent to those who have downloaded the document from the web.

9.3 If any addendum is issued, reasonable time will be given to bidder to take addendum into account in preparing their tenders, and if required, the IMU Kochi may extend the deadline for submission of tenders, in accordance with Clause 13.

## **10. Preparations and Submission of Tenders**

### **10.1 Language of Tender**

The tender, and all correspondence and documents, related to the tender, exchange between the bidder and the IMU Kochi shall be written in the English language only. If the bidder along with their offer furnish any printed literature written in any other language, such documents shall be supplemented with their English translation also.

For the purpose of interpretation of the tender, the contents in the English translation version alone shall govern.

### **10.2 Documents comprising the Tender**

The tender submitted by the Bidder shall comprise the following:

#### **10.2.1 Cover I (Technical Bid)**

- a) Earnest Money Deposit
- b) General Rules and Directions for the Guidance of the bidder (Section I),
- c) General description of Service and other conditions (Section II),
- d) Annexure I to Technical Bid Cover – I
- e) Bidder Memorandum

The Cover I shall be addressed to "The Director, Indian Maritime University, Kochi Campus, South End Reclamation Area, NH-47A, Near Alexander Parambithara Bridge, Matsyapuri P.O., Kochi-682029 duly indicating the name of Service as " **Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus**" – **COVER-I** and sealed properly. Names and Addresses of the bidder shall also be written on the cover.

#### 10.2.2 **Cover II (Price Bid)**

The **Cover II** shall only contain the Form of Tender with Appendix to Tender and the Priced Bill of quantities – (**Volume II**) in duplicate duly filled in, signed and sealed.

The **Cover II** shall also be addressed to "The Director, Indian Maritime University, Kochi Campus, South End Reclamation Area, NH-47A, Near Alexander Parambithara Bridge, Matsyapuri P.O., Kochi-682029 duly indicating the name of Service as " **Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus**" –**Cover II** and sealed properly. Names and Addresses of the bidder shall also be written on the cover.

#### 10.2.3 **Main Cover**

Both the "Cover I" and "Cover II" shall be placed inside the main cover, which shall be addressed to "The Director, Indian Maritime University, Kochi Campus, South End Reclamation Area, NH-47A, Near Alexander Parambithara Bridge, Matsyapuri P.O., Kochi-682029 duly indicating the name of Service as "**Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus**" and sealed properly.

### **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. Tenders containing any qualifying conditions or even bidder' clarifications in any form will be treated as non-responsive and will run the risk of rejection.

## **12. Filling up of forms, completeness and mode of submission of tender**

12.1 Tenders must be sent in a sealed cover superscripted "**Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus**" and addressed to "The Director, Indian Maritime University, Kochi Campus, South End Reclamation Area, NH-47A, Near Alexander Parambithara Bridge, Matsyapuri P.O., Kochi-682029 so as to reach the office of the Director at the IMU-Kochi **not later than 11.00 Hrs on 11.06.2018 by speed post or through a special messenger.**

12.2 The bidder shall submit all such documents required as per Clause 10 duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.

12.3 The Bill of Quantities and Rates 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.

12.4 Bids sent by telex, fax and email shall not be accepted.

## **13. Deadline for submission of tender**

13.1 Tenders must reach the Director's office, SERA, Matsyapuri P.O. Kochi – 682029 at the address specified in para 12.1 above **not later than 11.00 Hrs on 11.06.2018.**

13.2 The IMU Kochi may, at its sole discretion extend the deadline for submission of tenders by issuing an addendum in accordance with Clause 9.1 of this section in which case all the rights and obligations of the Employer and the bidder previously subject to the original deadline will thereafter be subject to the new deadline as extended.

## **14. Late Tenders**

Any tender received by the Director's office, SERA, Matsyapuri P.O., Kochi-682029 after the deadline for submission of tenders prescribed in Clause 13 will be rejected.

## **15. Tender Prices**

- 15.1 The contract shall be for the whole Services or for individual component or components as may be decided by the IMU Kochi based on the unit rates and prices quoted by the bidder in Bill of quantities.
- 15.2 Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the Bill of quantities. Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the tender document in respect of the supply of drinking water service at IMU Kochi. This includes all the liabilities of the contractor, all kinds of taxes etc. which should be clearly stated by the contractor.

## **16. Tender Validity**

- 16.1 Tenders shall remain valid for the period of **120 days** from the last date for submission of tender.
- 16.2 In exceptional circumstances, prior to the expiry of the original tender validity period, the IMU Kochi may request the bidder to extend the period of validity for a specified additional period. The request and the response thereof shall be made in writing or by email or post. A bidder agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his tender for the period of extension. In case a bidder is not agreeing to the request of the IMU Kochi for extension of validity of the tender, then his tender will not be processed further and the portions of his tender which have not been opened will be returned to them unopened as the case may be. The EMD paid by them will also be refunded to them as in the case of other unsuccessful bidder.

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

- 17.1 Each tender should be accompanied by an Earnest Money Deposit (EMD) amounting to **Rs. 24,000/- (Twenty Four Thousand Only )** which shall be in the form of Demand draft payable at Kochi from any Nationalized Bank

/ Scheduled Bank drawn in favour of "**Indian Maritime University**",  
Payable at Kochi.

- 17.2 In case of 17.1, the Demand Draft should be enclosed with the tender and should not be sent separately.
- 17.3 No other form of deposit towards Earnest Money shall be accepted.
- 17.4 Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the IMU-Kochi will be summarily rejected.

## **18 TENDER OPENING AND EVALUATION**

### 18.1 Tender Opening

18.1.1 Tenders will be opened at the Director's office, IMU Kochi Campus, SERA, Matsyapuri P.O., Kochi-682029 **at 11.30 hours on 11.06.2018** in the presence of the authorized representatives of all the bidders who have paid the EMD and are present at that time. Eligible bidder as above should send a letter of authorization containing the specimen signature (s) of their representative(s) who are deputed to be present at the time of opening of tenders. Representatives without the letter of authorization will not be permitted to witness the opening of the tender.

18.1.2 The maximum number of representatives that a bidder can depute to witness the opening of the tender will be limited to one. The representative shall submit authorization letter authorizing him/her to attend the meeting, failing which he/she shall not be allowed.

18.2 The bidder or authorized representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of tender opening being declared as a holiday for the IMU-Kochi, the tender shall be opened at the appointed time and location on the next servicing day.



- 18.4 The information furnished by the bidder in Cover - I in the prescribed format supplied by the IMU-Kochi will form the basis for the evaluation. In exceptional cases IMU Kochi or its representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IMU-Kochi, the servicing method and schedule supplied in support of the tender do not meet the requirements of the specifications or date of completion of the services, the tender may be determined as no responsive and may be rejected by the IMU-Kochi. After satisfying that all / or some of the bidder have attained the minimum qualifying criteria as detailed above, a suitable date and time for opening of the Cover II will be fixed and those bidder who are qualified will be intimated about the opening of Cover - II. The Cover- II will be sealed in a separate cover. At the time of opening, Cover - II will be opened in the presence of the representatives of the qualified bidder who choose to attend. The procedures and number of participants etc., for opening Cover - II will be the same as the procedures outlined in Clause 18.1 and 18.2. The bidder's name, the tender prices, any discounts offered on the tender prices and such other details as the IMU Kochi may consider appropriate will be read out at the time of opening.
- 18.5 After evaluating the price bids received under Cover II, the bidder who quoted the lowest (L-1) price, will be awarded the work. In case the financial bid of more than one agency is same as L1, then IMU will be assigning marks to various eligibility parameters like turnover, number of years of relevant experience etc. of such L-1 bidders and work will be awarded to the bidder who scores the highest marks among the L1 bidders.
- 18.6 It must be noted that the criteria to arrive at the L1 vendor shall be based on the grand total of price quoted in the Price Bid (Volume-II) subject to fulfilling the minimum statutory requirements. The vendors are requested to go through the tender document thoroughly before quoting the prices. The price must be quoted strictly as per the format provided in the Price Bid (Volume-II).

## **19. Influencing Prohibited**

Any effort by a bidder to influence the employer during the processing of tenders or award decision will result in the rejection of his / their bid offered.

## **20. Correction of Errors (in Price Bid)**

The Tenderer shall quote the rates both in figures as well as in words. The cost of the individual items shall also be worked out and mentioned in the financial bid (both in figures and words). On check if there are differences between the rates quoted by the contractor in words and figures or in amount serviced out by him, the following procedures shall be followed:

- a) When there is a difference between the rate in figures and in words, the rates, which correspond to, the amounts worked out by the bidder, for the individual items shall be taken as correct.
- b) In case the amount of an individual item is not mentioned by the bidder or it does not correspond with the rate written either in figures or in words, the rate quoted by the bidder in words shall be reckoned.
- c) In case the rate quoted by the bidder, both in figures and in words tallies but the amount is not worked out correctly, the total rate quoted by the bidder in words, shall be taken as correct.

## **21. IMU Kochi's right to accept any tender and to reject any or all tenders.**

The IMU Kochi reserves the right to accept or reject any tender / all tenders, and to annul the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidder or any obligation to inform the affected bidder or bidder of the grounds for the IMU-Kochi's action.

## **22. Security Deposit**

- 22.1 Within 7 days of the successful bidder's receipt of notification of award, the Bidder shall furnish a Security Deposit at the rate of 5% of the contract value in the form of an A/C Payee Demand Draft. The EMD already paid can be adjusted against the Security Deposit. If the bidder fails to submit the security deposit to IMU Kochi within the stipulated time, IMU Kochi shall without prejudice to any other right or remedy be at a liberty to forfeit the Earnest Money deposited by such person absolutely or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.
- 22.2 The Security Deposit will be discharged by the IMU Kochi and returned to the Agencies not later than 90 days following the date of completion of the Agencies performance obligations.
- 22.3 The proceeds of the Security Deposit shall be payable to the IMU Kochi as compensation for any loss(es) incurred by IMU Kochi resulting from the failure of the Agency to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by IMU Kochi for delays/default/failure on the part of the Agencies.
- 22.4 Delay in payment of Security deposit within the specified or extended time as per clause 22 shall be paid with interest at the rate of 18% p.a. for the period of delay worked out from the date of receipt of work order, if the IMU Kochi decides to award the contract even after such delay.
- 22.5 No interest will be allowed on the security deposit from the date of its receipt until it is refunded.

## **23. Refund of EMD**

- 23.1 The EMD will be refunded to all bidders other than the three lowest technically suitable bidder within one month from the date of opening of price bid (Cover - II). The EMD of the two bidders other than the bidder whose offer is accepted will be refunded within a period of one month after finalization of the award of contract.

- 23.2 The EMD of the bidders who are not qualified under Cover-I will be returned within one month from the date of return of their unopened Cover-II.
- 23.3 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 as specified in the clause 22 of this Section after giving credit to the amount deposited by him as earnest money. The balance, if any, will be refunded to the bidder against such request. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.
- 23.4. Where a person whose tender has been received on behalf of the IMU-Kochi 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-Kochi (or) fail to furnish the security deposit within the prescribed time, the IMU-Kochi shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.
- 23.5 No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.
- 23.6 The cost of stamping the agreement must be borne by the successful bidder.
- 23.7 The IMU Kochi does not bind himself to recommend the acceptance of the lowest or any tender or to assign any reason for non –acceptance.

#### **24. Commencement of the work**

The tenderer is liable to commence the work within 7 days of issue of work order and is valid for a period of one year.

#### **25. Retention Money**

Retention Money at 3% will be deducted from each running bill and the same will be released along with security deposit on completion of service to the satisfaction of IMU, after the expiry of the contract period.

#### **26. Contract Agreement**

The bidder shall, if his tender is accepted, 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 employer and the contractor and shall be the contract. 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 contractor.

## **27. Jurisdiction**

The jurisdiction of all suits/proceedings arising out of this contract, arbitration matters shall be subjected to the jurisdiction of the High Court of Kochi.

# **INDIAN MARITIME UNIVERSITY**

## **Kochi Campus**

### **"Tender for Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Wellington Island Campus"**

#### **Section – II**

##### **Part – I : General description of Service and other conditions**

#### **THE SUPPLIER SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

1. As and when tanker water is required, the contractor will be informed over telephone/mobile/e-mail. The contractor shall commence the supply of water immediately on such information from IMU Kochi Campus. The quantity of water and the period of supply shall be as instructed from the Campus and the contractor shall abide by such instructions.
2. The successful tenderer shall be prepared to supply tanker water as per IMU Kochi Campus requirements round the clock without any objections or extra claim.
3. If the contractor fails to supply water within reasonable period of time from the time of giving instructions IMU Kochi Campus and if this action cause interruption / smooth functioning to IMU Kochi Campus activities then a penalty of Rs.1, 000/- (Rupees One Thousand Only) will be levied for each instance of failure on the contractor's part. In addition, supply of water will be arranged by IMU Kochi Campus through other outside agencies at the risk and cost of the contractor.
4. Contractor is expected to bring water only in tankers of capacity not less than 12000/6000 litres loads (as required by IMU), which have permit for carrying drinking water. A Photostat copy of such permit / license shall be submitted before effecting the supplies, and the originals to be shown on demand.
5. The requirement for tanker water may vary. At times the requirement will be more and the contractor should be capable of mobilizing more number of tankers and pumps in order to meet the requirements arising at time to time. Delays due to shortage of tankers and pumps will not be entertained. No additional claim on this account will be accepted by IMU Kochi Campus.

6. The contractor shall have his own water source or shall have a valid lease agreement with good quality water source to obtain sufficient quantity to meet IMU Kochi Campus's requirements. The contractor shall have one or more sources at a time and the Campus authorities will be at liberty to inspect the sources at any time and collect samples and test for potability standards. No claim on non-availability of good quality water will be entertained by IMU Kochi Campus.
7. The tanker water supplied to IMU Kochi Campus shall satisfy all the quality parameters of drinking water. IMU Kochi Campus during the period of contract will be at liberty to collect random samples from the Tanker Lorries/source and test the same in order to ensure the quality of supplied water at contractors cost.
8. IMU Kochi Campus reserves the right to reject water supplied by the party in the event of non-conformity with the required standards/specifications.
9. The tenderer should have a valid license from Food Safety and Standards Authority of India under FSS Act 2006 at the time of participating in the tender. The tenderer has to renew the certificate on expiry of the original certificate during the period of contract if necessary at his expenses.
10. Necessary permits / entry passes may be obtained during office hours from the gate prior to supply. There may be some delay at IMU Kochi Campus for security checks etc. no extra claim by the contractor will be entertained for any such delays. The contractor is required to comply with the provisions of the rule in force (amended from time to time) regarding entry/exit of contractor's workmen, vehicles and materials. Necessary police clearance certificate and other photo identity cards approved by IMU Kochi Campus should be produced for this purpose. However, every effort will be taken by IMU Kochi Campus to avoid / minimize such delays.
11. The tanker lorries shall ply within IMU Kochi Campus at speed limits not more than 20 Kms/Hr. While entering the campus premises tanker lorries shall be careful of other moving vehicles, warning boards etc. No damage shall be caused to IMU Kochi Campus property due to movement of tanker Lorries. In case of any violation of the same during the course of work will be at the risk and cost of the contractor and will attract penal action.
12. In the event of contractor failing to supply water in compliance with the instruction of IMU Kochi Campus and in conformation with the quality specified, alternate arrangements of supply will be made through other agencies and expenditure incurred thereon will be fully recovered from the contractor solely at the discretion of IMU Kochi Campus Kochi Campus, apart from other actions against the contractor as deemed fit by IMU Kochi Campus in addition to the penal recovery mentioned under clause 3 above.
13. Necessary coating to the tanker may be provided as directed by the competent authority. The tanker supplying potable water shall display "drinking water" in the tanker.
14. Total quantity of water to be supplied under this contract cannot be assessed in advance since the supply is on requirement basis. Quantities specified are

strictly approximate and tentative and payment will be made as per actual quantity of work done at rate quoted

15. The workmen employed for the work should be covered by insurance by the contractor at his own cost during the period of contract.
16. The contractor may have to work round the clock including holidays if required to complete the work in time without any extra cost.
17. All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour will be contractor's responsibility. IMU Kochi Campus will not consider any consequential compensation or amendments in contract. The Workers/Staff engaged for the work shall not be less than 18 years and not more than 60 years of age.
18. Any safety rules violation by the contractor, suitable penalty not exceeding to Rs. 5000/- will be imposed by IMU Kochi Campus, depending on the gravity of violation. Repeat violation will lead to cancellation of contract
19. The contractor shall provide the required Personal Protective Equipments (PPEs) to the workmen and should ensure that the workmen are wearing the same at worksite. Accidents if any occur due to the non-use of PPEs, the same is at contractor's risk.
20. It is the responsibility of the contractor to follow all safety, security and labour rules enforced in IMU Kochi Campus during the tenancy of contract and any violation of the same during the course of work will be at the risk and cost of the contractor and will attract penal action.
21. IMU Kochi Campus shall not be liable for, or in respect of, any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor. The contractor shall indemnify and keep IMU Kochi Campus indemnified against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
22. The contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the works.
23. The contractor should not sublet the work to any other contractor/subcontractor.
24. The contractor shall report to the Deputy Registrar or any other person authorised, details of any accidents as soon as possible after its occurrence. In the case of any fatal or serious accidents, the contractor shall in addition, notify the local Police authorities immediately by available means.
25. The contractor is required to comply with the provisions of the rule in force (amended from time to time) regarding entry/exit of contractor's workmen, vehicles and materials. Necessary Police Clearance Certificate and other photo



identity cards approved by IMU Kochi Campus should be produced for this purpose.

26. Contractor shall work in close co-ordination with other agencies working in the same work site at the same time.
27. Any dispute(s) or differences arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between IMU Kochi Campus and the contractor. Any litigation in connection with contract shall be subjected to the exclusive jurisdiction of Ernakulam High Court.
28. The contractor is expected to acquaint himself with the site conditions, labour situation, wage and benefits applicable to labourers, working hours, out turn of work by labour and the fluctuations which are likely to happen till the work is completed on all the above aspects prior to quoting the rates.

**(Technical Bid-Cover 1)**

*[On the Letter head of the Bidder and to be put in a separate sealed cover]*

**Tender for "Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus"**

Ref: IMU's Tender Notification No.IMU/KOC/T-002/2018 dated: 08/05/2018

From

**Name & Address of the Bidder**

To

**The Director,  
Indian Maritime University,  
Kochi Campus,  
SERA, Matsyapuri P.O.  
Kochi-682029**

Dear Sir,

We hereby submit our Technical Bid for "Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus" as detailed below.

1. Whether in the business of Supply of drinking water  
Since January 2013 or earlier YES/ NO
  - a) Mode of Proof enclosed:
  - b) Available at which page number of Bid document:

2. Details of " Supply of drinking water Services " carried out during the last five financial years (2013-14 to 2017-18):

a) At least three similar services to the value of Rs.4.80 lakhs each (Rupees Four Lakhs and Eighty Thousand only) during the last five financial years (2013-14 to 2017-18)

Sl. No	Name, Address & Contact No. of the Client for whom Supply of drinking water was provided	Value of the Work	Mode of Proof enclosed	Available at which page no. of Bid Document

b) At least two similar services to the value of Rs.7.20 lakhs each (Rupees Seven Lakhs a Twenty Thousand only) during the last five financial years (2013-14 to 2017-18)

Sl.No	Name, Address & Contact No. of the Client for whom Supply of drinking water was Provided	Value of the Work	Mode of Proof enclosed	Available at which page no. of Bid Document

c) At least one similar service to the value of Rs.9.60 Lakhs (Rupees Nine Lakhs and Sixty Thousand only) during the last five financial years (2013-14 to 2017-18):

Sl.No	Name, Address & Contact No. of the Client for whom Supply of drinking water was provided	Value of the Work	Mode of Proof enclosed	Available at which page no. of Bid Document

**Note: "Similar service" means the bidder should have the experience of having entered a contract for Supply of drinking water Service with**

**Government/Semi-Government/Public Sector/Private Sector/ National level educational institute like IIT, IIM, NIT, and universities /Banks/Public limited companies"**

3. Whether the Bidder has a valid Income Tax Registration Number / PAN, and other statutory requirements as per Rules in force – YES / NO
  - a. Mode of Proof enclosed:
  - b. Available at which page number of Bid document:
  
4. Whether the Bidder has attached the copy of the License from Food Safety and Standards Authority of India under FSS Act 2006 - YES /NO
  - a) Mode of Proof enclosed:
  - b) Available at which page number of Bid document:
  
5. Whether the Bidder has been attached EMD for an amount of Rs. 24,000/- from Nationalized or scheduled bank- YES/ NO
  - a) Mode of Proof enclosed:
  - b) Available at which page number of Bid document:
  
6. Whether the Bidder has been debarred or blacklisted by any Government department/agency in the past 5 (five) financial years on account of fraudulent or corrupt practices or inefficient/ineffective performance - YES/NO
  
7. Whether the bidder inspected the site. If so, date and time of inspection of site: YES/NO

### **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 Agency is liable to be blacklisted/debarred by IMU for at least 3 years.

Date:  
Place

Signature with Seal of Authorised Signatory

**INDIAN MARITIME UNIVERSITY**  
**KOCHI CAMPUS**  
**BIDDER MEMORANDUM & UNDERTAKING**

**1. General Description**

"Tender for Supply of drinking water in tankers to Indian Maritime University Kochi Main Campus and Willington Island Campus"

**2. Estimated cost** :Rs. 12,00,00/-

**3. Earnest Money** :Rs. 24,000/-

**4. Security Deposit**

5% of the accepted tender value in the form as specified in clause – 22 of section -I

**5. Retention Money**

3% of value of Interim Bill recoverable from each interim payment as per Clause 25 of Section I

**6. Period of Contract: One year** from the date of commencement of work.

(The contract is extendable at the same terms & conditions for one more year subject to providing of services to the satisfaction of IMU, at the option of IMU)

**7. Delay in commencement of Service and forfeiture of EMD & Undertaking By the bidder:**

(a) Should this tender be accepted in whole or in part, I/we hereby agree: to terms and abide and fulfil all conditions annexed hereto and all the terms and provision contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and to pay the Director, Indian Maritime University, Kochi campus or his successors in office, the sum of money mentioned in the conditions. A sum of Rs. 24, 000/- is hereby forwarded in Demand draft as Earnest Money. If I / we fail to commence the Service Specified in the above memorandum I/ we agree that the said Director, or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise the

said Earnest Money shall be retained by him towards security deposit mentioned against **Clause 4** of the above mentioned Memorandum.

b) To execute all the Services referred to therein the tender documents upon the terms and condition contained or referred to therein and carryout such deviations as may be ordered.

c) I/ We hereby agree to abide by all terms and conditions laid down in the tender document.

d) 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 myself/ourselves abide by the said terms & conditions.

SIGNATURE.....

FOR AND ON BEHALF OF .....

.....

DATE.....