TENDER FOR
CATERING CONTRACT
IMU-Cochin Campus

TENDER NO: IMU/COC/CANTEEN/2014-15
VOLUME- I
TECHNICAL BID

Cost of Tender Form : Rs.500/set
Last Date for Submission : 04.00 pm on 18-03-2015
Date of Opening Technical Bid : 03.30 pm 19-03-2015
Sealed Tenders are invited under **Two cover system** from the Contractors who satisfy the eligibility conditions for the following work:

<table>
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<th>Sl. No.</th>
<th>Name of work &amp; Tender No.</th>
<th>EMD</th>
<th>Sale period and submission (working days)</th>
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<td>Tender for Catering contract at IMU Cochin campus IMU/COC/CANTEEN/2012-13</td>
<td>Rs. 25,000</td>
<td>25-02-2015 to 18-03-2015 (till 3.30 pm) and 18-03-2015 (at 04.00 pm)</td>
<td>Rs.500/-</td>
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</table>

Individual Tender documents can be obtained from the Assistant Registrar (F & A) on payment by Pay Order /Demand Draft towards cost drawn in favour of “Indian Maritime University” payable at Cochin. The Tender document can also be downloaded from the IMU website [www.imu.edu.in](http://www.imu.edu.in) and to be submitted along with the document fee of Rs.500/- (Non refundable) through D.D. drawn in favour of Indian Maritime University, Cochin Campus on any Indian Nationalized Bank enforceable and en-cashable at Cochin.

For further details, visit our website [www.imu.edu.in](http://www.imu.edu.in)

**DIRECTOR**
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INDIAN MARITIME UNIVERSITY
(A Central University Under the Union Ministry of Shipping)
Cochin 682 029

TENDER NO. IMU/COC/CANTEEN/2015-16
TENDER FOR CATERING CONTRACT AT IMU CAMPUS
FOR THE PERIOD 2015-16

General Rules and Directions for the Guidance of the Tenderer

1. SCOPE OF TENDER

1.1 OBJECTIVE

IMU is inviting Tender for Catering contract at IMU Cochin Campus to provide catering service of high quality. Sealed Tenders are invited in two cover Format from the authorized caterer for the above proposal.

1.2 QUALIFICATION CRITERIA

The Contractor shall have successfully completed similar work during the last 2 years

a. The Tenderer should have provided catering services during the last 2 years, catering to a minimum of 70 students a day. The details of services provided as stated above may be furnished in the Technical Bid of the Tender document in the Performa prescribed therein. If the Tenderer does not qualify the above condition Tender shall be summarily rejected.

b. The Tenderer should have a turnover of minimum Rs. 20 lakhs on catering services provided per annum successively during the preceding 2 financial years (2012-2013 and 2013-2014). The details may be provided in the Technical bid of the Tender document in the Performa prescribed there in.

c. The Tenderer must prepare food at IMU Cochin Campus Canteen located at Indian Maritime University, MBA Campus, Bristow Road, Willingdon Island, Cochin – 682 003.
1.3 **EARNEST MONEY DEPOSIT**

The bidder shall have to pay the Earnest Money Deposit (EMD) of Rs. 25,000/- in the form of Demand Draft drawn in favour of Indian Maritime University, Cochin 682 029 on any Indian Nationalized Bank enforceable and encashable at Cochin and enclose the same along with the Technical Bid (Volume – I). Tenders not accompanied by EMD will be rejected.

- The EMD will be refunded to all Tenderer other than the three lowest technically suitable Tenderer within one month from the date of opening of price bid (Cover - II). The EMD of the two Tenderer other than the Tenderer whose offer is accepted will be refunded within a period of one month after finalization of the award of contract.
  - The EMD of the Tenderer who are not qualified under Cover-I will be returned within one month from the date of return of their unopened Cover-II.
- The EMD of the successful Tenderer will be refunded only after the remittance of security deposit in any manner as aforesaid.
- The EMD will be forfeited in the following cases:
  - i). If the Tenderer withdraws the Tender after opening; and
  - ii). If the successful Tenderer fails to submit the Security cum Performance Guarantee within 15 days from the date of issue of Work order.
- Successful Tenderer has to deposit security deposit as described in clause 2.17

1.4 **VALIDITY**

The Tender shall be valid for a period of 30 Days from the last date for submission of the Tender.
1.5 SALE OF DOCUMENT

The Tender Document can be purchased on payment of Rs.500/- (Non refundable) by DD drawn in favour of Indian Maritime University from any Nationalized Bank en-cashable at Cochin, on all working days from 25-02-2015 to 18-03-2015 between 10:00 hrs and 17:00 hrs, from Assistant Registrar

Indian Maritime University
Cochin Campus
NH 47 A, SER Area
Willingdon Island
Near Alexander Parambithara Bridge
Matsyapuri P.O., Kochi – 682 029.

The Tender documents are not transferable. The Tender document can also be downloaded from the IMU website www.imu.edu.in and to be submitted along with the document fee of Rs.500/- (Non refundable) through D.D. drawn in favour of Indian Maritime University, Cochin Campus on any Indian Nationalized Bank enforceable and en-cashable at Cochin.

If such downloaded Tender documents are submitted without the document fee of Rs 500/- such a Tender will be rejected.

1.6 SUBMISSION

The Tender shall be submitted in Tender box which will be placed at the office of IMU-Cochin Campus, addressed on the envelop of

The Director,
Indian Maritime University
Cochin Campus
NH 47 A, SER Area
Willingdon Island
Near Alexander Parambithara Bridge
Matsyapuri P.O., Kochi – 682 029.

(on or before 4:00pm on 18-03-2015).

1.7 OPENING DATE

The Price bid will be opened in the presence of authorized representatives of the bidding firms, whoever present at 15:30 hrs on 20.03.2015 in the IMU Cochin Campus Office, NH 47 A, SER Area, Willingdon Island, Near Alexander Parambithara Bridge, Matsyapuri P.O., Kochi – 682 029.
1.8 **CHANGES/UPDATION**

Any changes/ updations in the Tender document will be displayed in the website as well as notified to those who have purchased the document. Any clarification/Information can also be obtained from the Assistant Registrar (Admin. /Finance) at the IMU Cochin Campus during the office hours.

2. **INSTRUCTIONS TO TENDERER**

2.1 Sealed Tenders are invited by IMU Cochin Campus in Two Cover format from the Firms/Caterers to provide high quality food at IMU Cochin Campus.

2.2 The Tenderer shall quote his rate for each item of work in the Schedule of Quantities (Bill of Quantities) both in figures and in words and also fill up the amount column without any omission. **The quoted price should be inclusive of all taxes and duties. No escalation whatsoever is not allowed.**

2.3 The Tenderer shall give an undertaking that he will comply with all conditions in the Tender document and sign each page of the price schedule.

2.4 The completed Tenders shall be submitted in single sealed envelope Superscripted “Tender for Catering contract at IMU Cochin Campus”

2.5 **COVER-1- Technical bid**

2.6 **COVER-2– Price bid**

The Tenderer shall seal the Technical-Bid and Price-Bid in separate envelopes (Cover-1 and Cover-2) duly marking the envelopes as “Cover-1 - Technical Bid” and “Cover-2 – Price Bid”.

2.7 The two envelopes along with the covering letter, EMD, Power of Attorney shall then be sealed in an outer envelope. The envelope shall contain the following:

2.7.1 Outer Envelope

(a) Covering Letter;
(b) Earnest Money Deposit;
(c) Sealed Cover –1;
(d) Sealed Cover – 2.
(e) Power of Attorney

2.7.2 Cover–1 – Technical Bid

a. Duly filled in Tender-Document with relevant details and complete in all respects. (Except price schedule)
b. Copy of Income Tax Returns for the latest assessment year duly attested by the Tenderer’s Chartered Accountant.
c. Proof for the work executed as per the eligibility criteria clause.
d. Copy of Registration Certificate of IT, PAN, ESI, EPF, VAT, Service Tax.
2.7.3 Cover –2 – Price Bid

PRICE SCHEDULE duly filled in (both in figures and words).

2.8 The sealed outer envelope of Tender-bids shall be addressed to

The Director,
Indian Maritime University,
Cochin Campus,
SER Area, Willingdon Island
NH 47 A,
Near Alexander Parambithara Bridge
Matsyapuri P.O.
Kochi – 682 029.

2.9 All communications with regard to this Tender to be addressed to
the above address only.

2.10 The completed Tenders should be submitted before 4.00 pm on 18-
03-2015 at the above address.

2.11 The IMU, in exceptional circumstances, and its sole discretion, may
extend the Tender due date by issuing a corrigendum.

2.12 The Technical Tenders will be opened in the presence of the
representatives of the Tenderer who choose to attend the Tender
opening at 15.30 hrs on 19-03-2015 and Price Bid on 20-03-2015 at the
aforesaid address

2.13 The offer will remain valid for a period of 30 days from the date of
opening of Tender. If required, the validity shall be extended for
further period by mutual consent.

2.14 IMU Cochin Campus reserves the right to cancel or withdraw the
Tender at any time reserves the right to reject any or all Tenders
without assigning any reasons.

2.15 IMU Cochin Campus will accept the lowest eligible Tender.

2.16 IMU Cochin Campus will inform the unsuccessful Tenderer for
refund of EMD within a month.

2.17 Within 15 days from the date of issue of work order, the successful
Tenderer shall furnish a security deposit-cum-Performance
Guarantee in the form of Bank Guarantee prescribed, for a value of
5% of the contract price for a year. The Bank guarantee should be
issued by any nationalized/scheduled bank en-cashable at Cochin,
for the due fulfilment of the contract. The bank guarantee should
cover the contract period plus 12 months Defect Liability period.
3. FORM OF TENDER

NOTE: This Memorandum forms part of the Tender and this should be duly filled in, signed & sealed and enclosed along with the Tender.

To

The Director
Indian Maritime University
Cochin Campus
NH 47 A, SER Area, Willingdon Island,
Near Alexander Parambithara Bridge,
Matsyapuri P.O., Kochi – 682 029.

Sir,

Being duly authorized to represent and act on behalf of .......... hereinafter called “the Tenderer” and having visited the site and examined Terms and Conditions of Contract, Instructions to the Tenderer, Schedules and Bill of Quantities for the Menu of Tender for “CATERING CONTRACT AT IMU CAMPUS (2015)”;

3.1 I / We offer to execute the work in conformity with the terms and Conditions of Contract, for the sum of Rs..................
(Rupees.......................................................[Rate shall not be filled in])

3.2 I / We undertake, if our Tender is accepted, to do the catering contract for the periods specified in this Schedule.

3.3 If my / our Tender is accepted we will furnish a Security Deposit / Service Guarantee within 10 days of receipt of work order through a Bank Guarantee from Nationalized Bank or a Scheduled Bank in India approved by Government of India for a sum equivalent to .......... Lakhs in the form annexed hereto or deposit the above mentioned sum in cash or in the form of Indian Government securities or Fixed Deposit Receipts or Guarantee Bonds of any Nationalized Bank or Scheduled Bank in India as Security for the due performance of the Contract. Security Deposit Bond in the format will be furnished as in the Schedule.
3.4 I / We agree to abide by this Tender for the period of 30 days from the date fixed for receiving the same or such further period as may be mutually agreed upon and 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 of 30 days or such extended period as mutually agreed upon the IMU shall be at liberty to forfeit the Earnest Money deposited by us.

3.5 Unless and until a formal agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

3.6 (i) We understand that the IMU Cochin 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.

(ii). We agree that the IMU Cochin Campus will not be liable for any such action and will be under no obligation to inform the Tenderer of the grounds for such action.

3.7 If our Tender is accepted as a whole or as individual components, we understand that we are held fully responsible for the due performance of the Contract.

We have furnished Earnest Money in the form of Cash, Pay Order/Demand Draft issued by ........................................payable at Cochin in favour of the INDIAN MARITIME UNIVERSITY, Cochin-682029 for an amount of Rs.................... (Rupees..............................................................................). If our Tender is not accepted, the Earnest Money shall be returned to us on our application within period as specified in the Tender for the return of such EMD amount. If our Tender is accepted the Earnest Money shall be adjusted against the Security Deposit at 5% of the Contract value, or refunded on production of a Guarantee as contemplated in the relevant clause for an amount equivalent to 5% of the contract value with the good and sufficient services as may be required for the faithful performance and proper fulfilment of the Contract and execute the Contract Agreement as required by the terms of this Tender.
3.8 We agree to execute the catering contract referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.

SIGNATURE........................................
FOR AND ON BEHALF OF......................
....................................................
DATE .............................................

Witnesses:

1. Signature.....................  2. Signature.....................
   Name............................  Name............................
   Address.......................  Address .......................
4. TERMS AND CONDITIONS

4.1 The Tender documents issued to Tenderer are not transferable. The covers should be addressed to:

The Director,
Indian Maritime University,
C o c h i n  C a m p u s
NH 47 A, SER Area, Willingdon Island,
Near Alexander Parambithara Bridge,
Matsyapuri P.O., Kochi – 682 029

In the left side bottom of the covers, full name and address of the Tenderer should be furnished.

4.2 The covers containing the Tender offer, duly sealed should be sent by Registered Post / Speed Post / by person. No Tender shall be sent by ordinary post or through email.

4.3 The Technical Bids will be opened by a Committee nominated by the Director. The Technical Bids will be evaluated and bids which do not satisfy the stipulated conditions/ do not contain full information and documents called for will be summarily rejected.

4.4 The date and time of opening of price bid shall be intimated to the eligible Tenderer.

4.5 Rates should be quoted for the menu as per the schedules enclosed.

4.6 The Tenderer shall be an Indian citizen and shall possess adequate previous experience in undertaking catering service of high quality, in providing catering services.

4.7 IMU Cochin Campus reserves the right to inspect any one or more of the establishments in Kerala where the Tenderer is presently executing catering contracts if any, to satisfy itself about the performance of the contract before finalizing the order.
4.8 (a) The quality of food / snacks / eatables supplied shall be of good
quality, hygienic in nature and the service should be to the
fullest satisfaction of the University and the participants.
(b) The quantity of food items / soft drinks, coffee, tea should confirm
to weighments / limits wherever indicated.

4.9 As the students / officials from all over India and abroad will
be studying / working in the University, it should be possible
for the Tenderer to prepare the food so as to suit the
different tastes of participants / students etc.

4.10 Arrangements of chairs / tables, etc. in the dining hall and
the surroundings shall be maintained in clean hygienic and
pleasant manner. These are to be continued throughout the
said contract period. The kitchen and the dining hall shall be
kept clean and tidy at all times.

4.11 The bearers engaged by the Contractor should be in **neat**
Uniforms during service and wear neat gloves while serving
food.

4.12 The Indian Maritime University-Cochin Campus will offer the
following facilities for running the canteen.

- Lpg gas installation for connecting cylinder,
- Cooking range,
- Electrical milk boiler,
- Electrical water heater,
- Bain mary,
- Hot case,
- Dosai plate and
- Other cooking utensils,
- Deep freezer,
- Serving dish cutlery,
- Fridge,
- Store room,
- Dining tables and chairs,
- Serving buffet tables,
- Washing room, etc.
The contractor shall make use of available bread toaster in each dining hall and other modern Kitchen equipment to provide continuous better service.

4.13 (i) Though a daily menu is indicated, subject to demand it may be modified by the Indian Maritime University Cochin Campus.

(ii) The same vegetable should not be used for preparation of vegetable curry / koottu more than three occasions in a week.

(iii) Vegetable pulav/vegetable Briyani should be prepared of Basmati rice

(iv) White rice should be of good Ponni variety.

(v) Bread: Modern bread/ Spencer bread/ Hot bread to be used. The bread toast should be warm.

(vi) For preparing Vegetable pulav/ Vegetable Briyani good vegetables are to be used. Atleast four English vegetables like green peas, carrot, cauliflower, beans, should be used along with other vegetables.

(vii) Mysore pak (50 gm) should be of good quality.

(viii) Ice cream (50 gm cup) should be of leading brands like Arun, Walls, Kwality etc.

(ix) Chappathi, Poori should be made of wheat flour of good quality only. Maida flour should never be used under any circumstances.

(x) Sambar/ Rasam should be made of Thoor dhal

(xi) Wherever vegetable porial / kootu is mentioned, fresh vegetables are to be used and the same vegetables should not be repeated more than 3 times in a week. Violation of this will warrant imposing of penalty.

(xii) The items should be served warm except ice cream, sweet etc.

(xiii) Banana should be of good quality without black mark. The size of the banana should not be too small.
(xiv) Curd should be fresh and tin curd should not be used

(xv) Butter should be of MILMA/Amul variety.

(xvi) Quantity of items served should be unlimited except otherwise mentioned in the schedule as specified.

(xvii) Only Refined oil of ISI certification is to be used.

(xviii) Fresh batter to be used for preparation of Parotta, Idly, Oothappam

(xix) Left over Sambar, Rasam etc should not be carried to the next session of service

(xx) Separate vessels should be used for vegetarian and non-vegetarian cooking.

4.14 The Contractor shall also be required to supply whenever called upon on special occasions to prepare lunch / snacks / coffee / tea as special items for functions, meetings etc at the approved rate. The Contractor shall also be required to provide bed, coffee, breakfast, lunch and dinner to occupants of guest house and snacks and coffee / tea in the evening to course participants on specific requests at the approved rate.

4.15 The Contractor shall claim bills with regard to the actual number of lunch / snacks / coffee / tea / dinner supplied on any particular day. The vegetarian / non-vegetarian Lunch / Dinner should be claimed separately. The bills of the contractor after verification shall be settled within a maximum of 10 working days from the date of claim.

4.16 (i) The Catering contract at IMU Cochin Campus is for a period of one year from the date of award of contract. The successful bidder will be awarded contract to run canteen at IMU initially for a period of one year and if the University is satisfied with the quality and quantity of the food supplied by them and their hygienic conditions, then only the contract will be extended for
further period. Extension of contract at the same terms and conditions may be considered on merits for further period of one more year.

(ii) The Contract is liable to be terminated at any time during the validity of the contract period by the University, if the supply of the food and eatables quality/quantity and quality of service are not to the satisfaction or for any other compelling administrative reason. The security deposit paid by the contractor shall be forfeited in full, when the contract is terminated under the Circumstances specified above.

4.17 In case of deficiency in service, IMU Cochin Campus is empowered to levy suitable penalty. In the event of failure to cater / render services at the fixed hours or to supply food and other eatables to the satisfaction of the Director or his nominee(s), or the participants, action will be taken by the Director for the catering to be done by other agencies and the difference in cost, if any, incurred over and above the agreed rates shall be recovered from the Contractor. Besides incurring the liability, the contract is also liable to be terminated for the remaining period. The Director's decision with regard to the termination of the contract shall be final and binding.

4.18 Food poisoning under any circumstances cannot be tolerated by IMU Cochin Campus. There should not be any stones in rice and the food prepared.

4.19 The Contractor shall make his own arrangements for providing Solid Fuel / Heating System in the dining hall to keep the food hot/warm. Except ice cream and items which cannot be served hot all other item(s) should be warm and served hot.

4.20 The Contractor should not use kitchen or other rooms for preparing food or snacks for any other client or customer. He shall not use facilities in Indian Maritime University for any other client.

4.21 Senior Personnel of the Contractor should visit the kitchen at least once in a week to monitor the functioning of the canteen and discuss with the authorized officials regarding complaints / requirements, etc.
4.22 Sufficient number of persons should be employed to provide service and at least two persons should be available in each place of service.

4.23 The employees of the Canteen contractor should undergo full medical check-up in the hospital identified by MO of IMU Cochin Campus once in six months at the Contractor’s cost. The employees of the contractor who are deployed after the medical check up in the hospital identified by MO of IMU Cochin Campus within one week of deployment at IMU.

4.24 Good cook should be available with the caterer. A canteen manager and good cook with experience of preparing vegetarian/non vegetarian items shall be present at the supply timings.

4.25 Electricity charges will be collected at actual for the kitchen and store room areas. Water shall be provided free of cost.

4.26 Gas charges has to be borne by the Contractor.

4.27 The Contractor should provide paper napkins for the students/office staff during breakfast, lunch, dinner and two coffee sessions.

4.28 All Provisions should be of good quality with ISI approval. They should be purchased from reputed Wholesale Dealer(s) or Co-operative Super Market/Departmental store.

4.29 The Staff, Supervisor and the catering contractor shall not be entitled to any accommodation in the campus.

4.30 The successful bidder will have to execute a bond on Rs.100/- non-judicial stamp paper.

4.31 (i) The contractor shall submit a list of all staff engaged by him for service at IMU Cochin Campus along with addition/deletion every month. He should ensure payment of wages and other applicable benefits to his employees as per the statutory rules in force. The proof of payment of salary, payment of PF, ESI etc. has to be provided to IMU Cochin Campus for verification every month. The bills shall not be processed, if the payment of salary, contribution to PF, ESI etc, is not made.
(ii) The contractor should produce certificate of all their employees issued by their respective Native place police station informing that the employees employed by the canteen contractor are free from criminal/crime/vigilance cases against their employees. The employees of the contractor who are deployed after production of the above certificate should be produced within ten days of deployment at IMU. This should be furnished within fifteen days of award of contract.

(iii) In extreme case, the IMU reserves the right to deduct the agreed wage component payable by the contractor for default of payment and ensure payment to workers.

(iv) The contractor shall meet all the requirements / benefits under law towards his employees.

(v) IMU Cochin Campus shall not be responsible for claim / damage incidental to/arising out of any work towards the execution of contract other than the agreed rates and the contractor is fully responsible for all the activities including dealing with any statutory authority.

(vi) Since the number of participants attending courses fluctuate from time to time, the number of persons to be served shall be in the following range:

(1) Morning Coffee / Tea - 100 per day
(2) Breakfast - 100 per day
(3) Midmorning Coffee and Snacks - 100 per day
(4) Lunch:
   (A) On Non-Vegetarian Days
       (i) Vegetarian - 50 per day
       (ii) Non-vegetarian - 100 per day
   (B) On Vegetarian Days
       (i) Vegetarian - 150 per day
(5) Afternoon Tea and Snacks - 150 per day
(6) Dinner:
   (A) On Non-Vegetarian Days
       (i) Vegetarian - 50 per day
       (ii) Non-Vegetarian - 100 per day
   (B) On Vegetarian Days:
       (i) Vegetarian - 150 per day
The rates for the service listed above for the approximate number indicated shall be the criteria for evaluation of the Tender. This is only a tentative number.

4.32 Failure to supply food in terms of quality, quantity and as per the Menu indicated in Schedule will attract penalty. For not adhering to contractual conditions, the licensor shall be free to impose monetary penalty as deemed fit on the caterer. Penalty imposed shall be adjusted against payment due to the caterer.

a. Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a penalty of Rs.2,000/- for each occasion will be imposed.

b. If poor quality of rice is used for preparation of meals, idly and dosa, a penalty of Rs.5,000/- for each occasion will be imposed.

c. Oil once used should not be reused. If reuse of oil is found, penalty of Rs.2,000/- for each occasion would be levied.

d. Items like Aji-no-moto, Baking soda, coloring items etc. are banned and they should not be used. If they are found in the kitchen premises penalty of Rs.4,000/- for each occasion will be imposed.

e. Kitchen should be kept clean. If it is not kept clean, a penalty of Rs.2,000/- for each occasion will be imposed.

f. The wash areas should be kept clean and the kitchen waste should not be allowed into the drain and if there is any block due to kitchen waste, penalty of Rs.5000/- will be imposed on each occasion.

g. The Kitchen waste should be properly segregated as biodegradable and non-degradable waste in closed Dust bins and to be disposed on their own.
h. If there is any deviation in the approved Menu as per Schedule, a penalty of Rs.2, 000/- for each occasion will be imposed.

i. For damages caused by the caterer to the kitchen equipments, vessels and other items supplied by the University, the cost of the equipment will be recovered.

ii. As nominated by the Director, the Assistant Registrar (F&A) shall be the Competent Authority with regard to imposition of Penalty. The caterer may appeal to the Director for reduction / waiver of penalty. The decision of the Director shall be final.

4.33 The Tenderer should submit their Tender, totally in line with the terms and conditions specified in the Tender document. Any offer, with any deviation or with conditions prescribed by the Tenderer shall be rejected.

4.34 Indian Maritime University, reserves the right to either reject any Tender or to accept them in part with modification, if any, without assigning any reasons thereof.

4.35 Plastic cups should be avoided and paper cups only to be used for coffee / tea for the students / participants. A penalty of Rs.2000/- for each occasion will be imposed if plastic cups are seen used.
5. **GENERAL CONDITIONS OF CONTRACT**

5.1 **Definitions and Interpretations.**

In the Contract (as hereinafter defined), the following expressions shall have the meanings herein assigned to them except where the context otherwise requires:

I. **IMU** - means the Indian Maritime University as constituted under the Act Parliament (22/2008), represented by its Vice Chancellor and as amended from time to time.

II. “**Employer/IMU**” - means the Indian Maritime University as constituted under the Act Parliament (22/2008), represented by its Director and as amended from time to time acting through its Director, Assistant Registrar, Assistant Administrative Officer or any other officer nominated by the IMU and legal successors in title to such person but not (except with the consent of the valuer) any assignee of such person.

III. “**Tender**” means the valuer’s priced offer to employer for the execution and completion of the valuation assignment works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the of acceptance award letter.

IV. ‘**Contractor**’ means the person or persons, firm or company whose Tender has been accepted by IMU-Cochin Campus.

V. ‘**Contract**’ means the general and special conditions, price schedule, drawings, priced bill of quantities, Tender documents and Contract agreement.

VI. ‘**Contract Price**’ means the amount quoted in the Tender subject to such conditions thereto or deductions there from as may be made in the provisions hereinafter contained.

VII. ‘**Campus**’ means the lands and the other places on/under/in/of under the control of IMU

VIII. ‘**Work**’ means the maintenance work to be performed by the Contractor in accordance with the terms and conditions of the Contract under the relevant schedules.
5.2 General Conditions

5.2.1 The Contract:
The Contractor shall perform the work under this Contract in accordance with the Terms and Conditions as set-forth in the Tender-documents.

5.2.2 Period of Contract:
The Period of Contract shall be One Year commencing from the date of the issue of the work order. One year period is extendable by the Director based on the performance of the contract.

5.2.3 Man-Power:
The works covered under the Scope of this Tender shall be carried out by qualified and experienced personnel in the relevant trade (skilled cooks)

5.2.4 Mode of Payment:
Payment under this contract would be made as follows

5.2.5 The Contractor shall pay all taxes including VAT and cess, duties, fees, levies and other charges imposed by law or by any other statutory or legal authority in respect of its contractual obligations that are required to be performed under the Contract. The Contractor shall comply with all applicable statutory requirements under law and shall be liable to compensate IMU for all legal consequences that may be fastened on IMU consequent to any infringement of any of the Contractor's contractual and/or statutory obligations. The contractor will be paid on monthly basis on submission of the bill.

5.2.6 Resolution of Disputes

5.2.6.1 Any dispute or difference or claim of any kind whatsoever between IMU and the Contractor arising in connection with or out of this Contract; its execution whether during the execution of Contract or upon expiry; or whether before/after the determination, abandonment or breach of Contract (“the Dispute”) shall in the first instance be amicably resolved through good faith negotiations between the Parties within a period of 30 days from the date of service of notice on the other Party regarding such Dispute.

5.2.6.2 Should any of the following events occur and/or continue, IMU may, by a written-notice to the Contractor, suspend either in whole or in
part, payments that are to accrue to the Contractor under the Contract:
5.2.6.3. A default shall deemed to have occurred on the Contractor’s part in the execution of the Contract in the event of the Contractor’s failure to perform or if the Contractor commits a breach of the terms contained in the following clauses including but limited to 5.2.3, 5.2.6.
5.2.6.4. Any other situation that has arisen which, in the reasonable opinion of IMU, interferes or threatens to interfere with the successful execution of the services or achieves the purpose for which this Contract has been executed.

5.2.7 Termination of the Contract by IMU:
5.2.7.1. IMU may by a written notice to the Contractor, terminate the Contract if any of the conditions of default should continue for a period of fifteen (15) days after IMU notifying the Contractor in writing of having suspended the payments accruing to the Contractor under the Contract.

5.2.7.2. IMU reserves the right to terminate the Contract for unsatisfactory performance of the Contractor, determined solely at IMU’s discretion, at any time after having given 30 days notice in writing.

5.2.8 Termination Procedure

5.2.8.1. Upon receipt of notice of termination, the Contractor shall forthwith vacate IMU’s premises by handing over vacant possession of the premises, installations and cooking equipments / utensils to IMU’s authorized representative in good working order and condition.

5.2.8.2. In the event of any damage to IMU’s premises, installations or equipments / utensils reasonably assessed by IMU at the time of such termination, the Contractor shall be liable to pay the value of the damages so assessed by IMU. IMU shall also be entitled to deduct the said sum out of any sum accruing to the Contractor under this Agreement.

5.2.9 Variation of Contract:
Any variation to this Contract shall be valid only if it is reduced to writing and duly executed by the authorized representatives of the Parties herein.
5.2.10 Watch and Safety:

5.2.10.1. The Contractor shall, at its expense, make the requisite arrangements for the proper and adequate watch and ward personnel in order to ensure the safety of all installations and equipments placed under the care of Contractor for the purposes of manning, operation and maintenance. The Contractor shall not remove any materials, fittings, equipments, etc., from IMU’s premises without securing the prior written consent of IMU. Should any of these materials or equipments be lost or in any way damaged due to the negligence or carelessness on the Contractor’s part or any of its employees, the cost of the materials so lost or damaged and the penalty for such negligence or carelessness of the Contractor, as determined by IMU, shall be final and binding on the Contractor and shall be liable to be recovered from the money accruing to the Contractor under this Contract.

5.2.11 Accident, Damage or Injury and reporting

5.2.11.1 The Contractor shall be solely responsible for any injury/damage/ loss of any of the Contractor’s men or materials and for any damage/accident/injury to its personnel during the execution of works under this Contract. IMU shall not be held responsible for any reason whatsoever for any claims made by any person who is under the employment of the Contractor or whose services has been engaged by the Contractor. The Contractor shall indemnify IMU and keep IMU indemnified against all such injury/damage/loss of Contractor’s men and/or materials.

5.2.11.2 The Contractor shall, at all times, ensure that all its employees are adequately insured and are fully covered for the risks that would be involved while/for carrying out the works and that the insurance policy shall remain in full force and effect until the expiry of the contract. A copy of the said insurance policy shall be furnished to IMU. PF, ESI and other statutory requirements are the responsibility of the contractor.

5.2.12 The Child labour is strictly prohibited and children below the age group of 18 years should not be deployed for the contract works which will lead to Penalty and termination.

5.2.13. Any failure by the Contractor to carry out any of the works mentioned in the scope of work to IMU’s satisfaction shall, at IMU’s discretion, result in the forfeiture of Performance Security provided by the Contractor and termination of the Contract.
5.2.14. The Contractor shall comply with the provisions contained in the Minimum Wages Act while effecting payments to its employees. The Contractor shall be solely liable and responsible for complying with all applicable labour laws including but not limited to Minimum Wages Act, Workmen’s Compensation Act, Provident Fund and E.S.I.

5.2.15 Notwithstanding anything hereinabove contained, the Contractor shall deemed to have inspected the premises and satisfied itself before submitting the Tender-bid, as to correctness and sufficiency of the Tender conditions vis-à-vis the work that is required to be discharged under the terms of the Contract and of the price stated in the schedule so as to enable it to comply with all its obligations under this Contract for fulfilling and satisfactorily discharging the work. The Contractor shall not be entitled to any escalation in price on any ground or reason whatsoever including but not limited to consequences arising due to change in any statutory provision.
INDIAN MARITIME UNIVERSITY

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS M/s .......................................................... with its registered office at .......................................................... have approached the Director, Indian Maritime University to exempt M/s.......................................................... (hereinafter called the Catering Contractor) from the demand of under the terms and conditions of the Agreement to be executed in pursuance of the terms and conditions of the Letter of intent No............ dated .............. made by the Indian Maritime University and the Contractors, of the Security Deposit of Rs....................... for the ...................... (Hereinafter called the said agreement) on the due fulfilment thereof on production of a Bank Guarantee, encashable at Cochin ...................... Branch only.

WHEREAS the IMU has agreed to accept a Bank Guarantee encashable at Cochin at ............................... Branch Office towards Security Deposit. We the (Bank) ............................... hereby unconditionally guarantee payment of the said amount of Rs.......................................... (Rupees ................................ only) to be paid without any demur to the IMU by M/s ............................... ............................... On a mere demand from the IMU

NOTWITHSTANDING what is stated herein above our liability under this guarantee shall not exceed Rs........................................... (Rupees ................................ only) at any time and no liability shall arise under this guarantee for claims made after ............................... Dated ................. at Cochin this day of ............

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INDIAN MARITIME UNIVERSITY

TENDER FOR “CATERING CONTRACT” AT IMU CAMPUS - 2015

FORM – I

FROM

TO

THE DIRECTOR
Indian Maritime University,
NH 47 A, SER Area, Willingdon Island,
Near Alexander Parambithara Bridge, Matsyapuri P.O.
Kochi – 682 029.

Sirs,

Being duly authorized to represent and act on behalf of ....................
hereinafter called “The Tenderer” and having reviewed and fully
understood all the qualifying information provided, the
undertaken hereby applies to be qualified under Cover - I for the
Tender for “CATERING CONTRACT” AT IMU COCHIN CAMPUS - 2015
2. Attached to this letter are copies of original documents defining
   i) The Tenderer’s legal status
   ii) The Principal place of business and
   iii) The place of incorporation or the place of Registration
3. (i) This Tender (Under Cover-I and Cover II) is made in the full
understanding that contents of Cover-I will be subject to
verification of all information submitted therein along with the Tender and authorize IMU or its authorized representative to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application.

(ii) We understand that the Employer 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

(iii) We agree that the Employer will not be liable for any such action and will be under no obligation to inform the Tenderer of the grounds for such action.

4. The undersigned declare that the statements made and the information provided in the fully completed Cover-I details are complete, true and correct in every detail.

DATE: ..........................................................  
TENDERER’S SIGNATURE WITH STAMP
INDIAN MARITIME UNIVERSITY
TENDER FOR “CATERING CONTRACT”
AT IMU CAMPUS - 2015

Qualification
Questionnaire

FORM –
II

Annual turnover data form Audited Balance sheet and Profit and loss
Account of the firm for the last three-year shall be enclosed

The information supplied should be the annual turnover of the Tenderer in terms of amount billed for each year of work in progress or completed.

Annual turnover data for the last 3 years is to be provided in the following format.

<table>
<thead>
<tr>
<th>SL.NO</th>
<th>YEAR</th>
<th>ANNUAL TURNOVER</th>
</tr>
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<tbody>
<tr>
<td>2</td>
<td>2012-13</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2013-14</td>
<td></td>
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</tbody>
</table>

(The latest Income Tax Returns, duly attested by the Tenderer’s Chartered Accountant, shall be attached)

DATE:          TENDERER’S SIGNATURE WITH STAMP
INDIAN MARITIME UNIVERSITY
TENDER FOR “CATERING CONTRACT” AT IMU CAMPUS - 2015

FORM – III

Summary of Current Contract commitments / Works in Progress

<table>
<thead>
<tr>
<th>Name of Catering Contract and client</th>
<th>Value of work</th>
<th>Completion Date</th>
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<tbody>
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Note:

Tenderer shall provide information on their current commitment on all catering contracts that have been awarded or for which a letter of intent or acceptance has been received or for catering contracts approaching completion but for which, full completion certificate has yet to be issued.

DATE TENDERER’S SIGNATURE WITH STAMP
# INDIAN MARITIME UNIVERSITY

## TENDER FOR “CATERING CONTRACT” AT
IMU CAMPUS – 2015

## FORM IV

Experience on Contract for similar works (executed during the last 3 years) costing more than Rs. 20 Lakhs

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name and address of the Institution &amp; Name of contact person &amp; Telephone No.</th>
<th>Period of contract</th>
<th>No. of students / staff catered</th>
<th>Date of commence ment of contract</th>
<th>Date of completion of contract</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Students</td>
<td>Staff</td>
<td>Total</td>
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Note: Each item / contract listed under the above columns shall be supported by documentary evidence / Performance certificate issued by the competent authority in original or with a Xerox copy duly notarized, subject to production of the originals when demanded.

DATE: .................................................................

TENDERER’S SIGNATURE WITH STAMP
INDIAN MARITIME UNIVERSITY
TENDER FOR “CATERING CONTRACT” AT IMU CAMPUS - 2015

FORM – V

Personnel / Supervisors / Cooks / Labours proposed for the work

(Here specify the experienced summary of the Key Personnel proposed to be employed for the work)

DATE: TENDERER’S SIGNATURE WITH STAMP
INDIAN MARITIME UNIVERSITY

TENDER FOR “CATERING CONTRACT” AT IMU CAMPUS - 2015

FORM –VI

Additional Information

Please add any further information that you consider to be relevant to the evaluation of your application for qualification. If you wish to attach any other documents, please list below:

DATE : 

TENDERER’S SIGNATURE WITH STAMP