



**INDIAN MARITIME UNIVERSITY**  
**(A Central University under the Ministry of Shipping, GOI)**  
**KOCHI CAMPUS**  
**SERA, NH-966B**  
**KOCHI-682 029**

**TENDER FOR**

**“CANTEEN SERVICE AT IMU KOCHI CAMPUS”**

**TENDER NO: IMU/ KOC/T- 001 / CANTEEN /2021**

**VOLUME - I**

**TECHNICAL BID**

**Last Date for Submission : 11:00AM on 17.12.2021**

**Date & Time of Opening : 11:30 AM on 17.12.2021**

## TENDER ABSTRACT

**Tender No: / IMU/ KOC/T- 001 / CANTEEN /2021**

Indian Maritime University-Kochi Campus, invites, sealed tenders, from the qualified service providers for canteen service at IMU Kochi Campus.

**Name of the Work: Tender for Providing Canteen Service at IMU Kochi Campus.**

**Annual Estimated Cost : Rs. 80,00,000/-**

**EMD : NIL**

**Date of Publishing : 18.11.2021**

**Last Date for Submission : 17.12.2021 - 11.00 AM.**

**Opening of Technical Bid : 17.12.2021 - 11.30 AM.**

Tender documents can be downloaded from the website [www.imu.ac.in](http://www.imu.ac.in) free of cost. A pre bid meeting is scheduled at 3 PM on 30.11.2021 through video conferencing. The link for video conferencing can be obtained by sending request mail to [dradmin.kochi@imu.ac.in](mailto:dradmin.kochi@imu.ac.in) or [aradmin.kochi@imu.ac.in](mailto:aradmin.kochi@imu.ac.in).

DEPUTY REGISTRAR

## NOTICE INVITING TENDER

**Ref: IMU/KOC/T-001/CANTEEN/2021 dated 18.11.2021**

Sub: Tender for **“Providing Canteen Service at IMU Kochi Campus”**.

The Indian Maritime University is a Central University, under the Ministry of Shipping, Government of India. Indian Maritime University Kochi Campus invites bids from reputed contractors for **“Providing Canteen Service at IMU Kochi Campus”** under two bid system (Technical Bid & Financial Bid).

The detailed Tender Document for **“Providing Canteen Service at IMU Kochi Campus”** can be downloaded from IMU website [www.imu.ac.in](http://www.imu.ac.in).

Tender should be submitted in two covers, Cover - 1 (Technical Bid) and Cover -II (Financial Bid). Envelopes of technical Bid and Financial Bid super scribed with tenderer’s name, address and tender reference number should be individually sealed and then placed in a common outer cover which shall also be sealed and super scribed as **“Providing Canteen Service at IMU Kochi Campus”** with the tender reference No. and due date of submission. The bidder shall send the bid documents addressed to the Director, Indian Maritime University, Kochi Campus, South End Reclamation Area, NH-966B, Matsyapuri PO, Kochi-682029 so as to reach the University not later than 11.00 AM on 17.12.2021. 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 after the above stipulated time will not be considered. The Technical Bids will be opened at 11.30 hrs on 17.12.2021 at Indian Maritime University, Kochi Campus, Matsyapuri PO, Kochi-682029 and interested tenderers can witness the tender opening through video conferencing.

**Deputy Registrar**

## TECHNICAL BID FORM

### Tender for “Providing Canteen Service at Indian Maritime University Kochi Campus

1. Name of the Tendering Company/Firm/Agency  
(Attach certificate of registration)
  
2. Name of the Proprietor/Managing Director/Managing Partner  
Of Company/Firm/Agency
  
3. Status of the establishment ( Public Ltd. / Pvt. Ltd. / Proprietary /  
Partnership/Society)
  
4. Full address of the Registered Office
  
  
  
  
  
  
  
5. Address for correspondence and Telephone Number
  
  
  
  
  
  
  
6. Email address
  
7. Full address of the branch Office in Kerala if any
  
  
  
  
  
  
  
8. Whether Bid Security Declaration attached
  
  
  
  
  
  
  
9. PAN Number  
(Attach attested copy)
  
  
  
  
  
  
  
10. GST Registration Number  
(Attach attested copy)
  
11. EPF Registration Number

(Attach attested copy)

12. ESI Registration Number

(Attach attested copy)

13. Previous FSSAI Registration details if any:

14. Experience details of Canteen Service Contract by the bidder (Attach copy of Contract /Work Order)

Name & address of the institution and name of the contact person & telephone no.	No of students/staff catered		Annual Contract value (INR)	Duration of contract		
	Students	Staff		From	To	Total no of years

15. Details of "Providing Canteen Service" carried out during the last five years:

a) At least three similar services for the value of Rs. 32 lakhs each per annum (Rupees Thirty Two Lakhs only) during the last five years.

Sl. No	Name, Address& Contact No of the Client for whom Canteen Service was provided	Value of the Work	Mode of Proof enclosed	Page number of attached document

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b) At least two similar services to the value of Rs. 48 lakhs each (Rupees Forty Eight Lakhs only) during the last five years.

Sl. No	Name, Address& Contact No of the Client for whom Canteen Service was provided	Value of the Work	Mode of Proof enclosed	Page number of attached document

c) At least one similar service to the value of Rs. 64 lakhs (Rupees Sixty Four Lakhs only) during the last five years.

Sl. No	Name, Address& Contact No of the Client for whom Canteen Service was provided	Value of the Work	Mode of Proof enclosed	Page number of attached document

Note: "Similar Service" means the bidder should have the experience of having entered a contract for providing Canteen Service with Government/Semi-Government/Public Sector/ Reputed Private organisations/ National level higher educational institutes/Banks/Public limited companies.

16. Turnover of the bidder for the last 3 financial Years.

Financial Year	2017-18	2018-19	2019-20
Amount in lakhs(Rs)			
Remarks			

(Attach copies)

17. Name of the authorised signatory in bid documents & Designation

(Attach Power of attorney if the authorised signatory is not Proprietor/Managing Director/Managing Partner)

18. Whether the Bidder has been debarred or blacklisted by any Government department/agency in the past 3 (three) financial years (2018-19 to 2020-2021) on account of fraudulent or corrupt practices or inefficient/ineffective performance - YES/NO

19. Whether the bidder inspected the site. If so, date and time of inspection of site: YES/NO

20. Solvency Certificate details :

- a) Name of the bank
- b) Date of issue
- c) Amount

21. Bank Account Details:

- a) Account Number
- b) Name of the Bank
- c) Branch
- d) IFS Code
- e) Name of the Account Holder

22. Summary of Current Contract commitments / Works in Progress

Name of Canteen Contract and client	Value of work	Completion Date

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



23. Additional information, if any

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

Date:

Place:

Signature with Seal of  
Authorised Signatory

**BID SECURITY DECLARATION**

I/We-----Proprietor / Partner (s)/ Director (s) of  
M/s -----hereby states and  
understand that, if I/We -----  
-----withdraw/modify our tender during the period of validity of the  
tender, The Indian Maritime University Kochi would suspend the bidder from  
participation in any future tenders of Indian Maritime University for a period of six  
months.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date  
Place

Capacity in which signed -----

Seal of the firm to be affixed.

**DECLARATION REGARDING BLACKLISTING / DEBARRING**

1) I / We, -----Proprietor / Partner (s)/ Director (s) of  
M/s -----(Name of the  
organization) do, hereby, declare that the firm / company/ Agency namely  
M/s \_\_\_\_\_ has not been blacklisted or debarred in  
the past three financial years by any other Government organization from taking part in  
Government Bids.

**OR**

2) I / We, ----- Proprietor / Partner (s)/ Director (s) of  
M/s ----- (Name of the  
Organization) do, hereby, declare that the firm / company/ Agency namely M/s  
\_\_\_\_\_ was blacklisted or debarred by  
\_\_\_\_\_ (Name of Govt.  
Dept./organization) from taking part in Government Bids for a period of  
\_\_\_\_\_ years with effect from \_\_\_\_\_. The period is over on  
\_\_\_\_\_ and now the firm/ company/ agency is entitled to take part in  
Government Bids.

I / We are fully aware that the Bid/ contract will be rejected/ cancelled by The Indian  
Maritime University and Performance Security Deposit shall be forfeited if the above  
information is found false

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date  
Place

Capacity in which signed -----

Seal of the firm to be affixed.

**INDIAN MARITIME UNIVERSITY**  
**(A central University, Govt. of India)**  
**Kochi -682029**

**TENDER FOR PROVIDING “CANTEEN SERVICE” AT IMU KOCHI CAMPUS**

**SECTION-I**

**General Rules and Directions for the Guidance of the Tenderer**

**1. Scope of Tender**

1.1 The **Indian Maritime University Kochi Campus**, SERA, NH-966B, Matsyapuri PO, Kochi-682029, India (hereinafter referred to as the Service Recipient), established as a Central University invites tenders for “**Providing Canteen Service at Indian Maritime University Kochi Campus**” as defined in the tender documents (hereinafter referred to as the “Service”).

1.2 The Contract period is **Two years** from the date of commencement of the Service as detailed elsewhere in the contract. Based on the satisfactory performance of the contractor and on mutual agreement, one more yearly extension can be given at the sole discretion of IMU Kochi campus.

**2. Eligibility Criteria**

The eligible bidder has to satisfy the following conditions.

**2.1 Experience -No of years in the business**

The Bidder should be in the Business of Providing “Canteen Service” for a period not less than 3 years during the last five years.

[*Mode of Proof:* Copy of Purchase Order/Contract showing that the Bidder had conducted a similar business during the above period].

**2.2 Experience -Completion of similar works**

The bidder should have satisfactorily completed similar canteen service works of values as listed below during the last 5 Years.

a) Three canteen service works each costing not less than 40% of the estimated cost.  
(Rs. 32 lakhs)

(or)

b) Two canteen services works each costing not less than 60% of the estimated cost. (Rs. 48 lakhs).

(or)

c) One canteen service work each costing not less than 80% of the estimated cost; (Rs. 64 lakhs)

[Mode of Proof: Copy of Purchase Order / Contract proving Award of Work. Copy of Completion Certificate/Final Invoice/Letter indicating return of Security Deposit for proving satisfactory 'Completion of Work].

Note: Similar Service" means the bidder should have the experience of having entered a contract for providing Canteen Service with Government/Semi-Government/Public Sector/ Reputed Private organisations/ National level higher educational institutes/Banks/Public limited companies.

### **2.3 Turnover**

Tenderer should have annual turnover of 50% of estimated cost (Rs. 40 lakhs) in each year during the last 03 years period. i.e. 2017-18, 2018-19 and 2019-2020.

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

### **2.4 Solvency**

Those bidders shall produce latest solvency certificate of value not less than 50% of the estimated cost ie. Not less than Rs. 40 lakhs/- (Rupees Forty Lakhs only) from any Nationalized or Scheduled bank.

[Mode of Proof: Solvency certificate issued by the bank on or after April 2021].

### **2.5 The Contractor should have a valid ESI and EPF registration**

[Mode of Proof: Copies of Registration Certificates along with Payment Receipts of last 6 months.]

## 2.6 Possession of Valid PAN & GST Registration

The Contractor should have a valid PAN and GST Registration and other statutory requirements as per Rules in force.

2.7 The Bidder should NOT have been debarred or blacklisted by any government department/agency in the past 3 (three) years on account of fraudulent or corrupt practices or inefficient/ineffective performance.

## 2.8 FSSAI License

The bidder shall obtain Central License under The FSS Act 2006 within a period of one month from the date of award of contract for providing catering service at IMU Kochi Campus, if become the selected bidder. The FSSAI Licence is to be obtained before the commencement of the work. The license shall be in the name of the bidder followed by name of Indian Maritime University, Kochi Campus. IMU Kochi Campus shall provide all the required necessary documents for obtaining the licence. The fees and all other charges for getting the licence shall be borne by the bidder.

## 2.9 Bid Security Declaration.

Every bidder shall submit a bid security declaration in the attached format. The successful bidder need to furnish 3% of the annual value of the contract in the form of demand draft payable to Indian Maritime University, Kochi before commencement of the work on receipt of work order.

The bidder must possess **ALL** the above mentioned qualification criterion. If the bidder does not possess even one of these, the bidder shall be disqualified and the bid shall not be considered 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 the bidders in the technical bid in the prescribed format to ascertain whether

the bidder is technically qualified. The Price Bid of only those bidders who are technically qualified in the technical bid will be opened.

3.2 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.

3.3 The Bidder should submit a power of attorney if the signatory is not the proprietor, Managing Partner or Managing Director.

3.4 The 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 Tender per Bidder**

If any bidder submit more than one bid, all the bids submitted by the tenderer shall be discarded.

#### **5. Site Visit**

The bidder can visit the site if required at his own cost and obtain necessary information regarding the scope of work for preparing the tender. The bidder shall be deemed to have inspected the premises and satisfied himself before submitting the Tender 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 to comply with all its obligations under this Contract for fulfilling and satisfactorily discharging the work. The bidder shall not be entitled to any escalation in price on any ground or reason whatsoever including the period of extension if any.

#### **6. Content of Tender Documents**

6.1 The tender documents contain the schedules stated below, and should be read in conjunction with any Addenda / Amendments issued in accordance with Clause 8:

### **Volume-I (Technical Bid)**

- a. Duly filled in Tender-Document including all relevant details and certificates. (Except price schedule)
- b. Experience certificate of supplier covering execution to various PSUs, Govt or other Organizations as per the eligibility criteria and other relevant document.
- c. Photocopy of GST Registration certificate.
- d. Proof of annual turnover during the last 3 years.
- e. Copy of PF & ESI Registration details.
- f. Photo copy of PAN No.
- g. Bid security declaration.
- h. Bank solvency certificate.

### **VOLUME - II (Price Bid)**

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

6.2 The bidder has to 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.

### **7. Clarification of Tender Documents**

IMU Kochi Campus has scheduled a pre bid meeting through video conferencing to facilitate the bidders on **30.11.2021 at 3 PM**. The firms interested to bid can attend the pre bid meeting as per the above schedule in order to acquaint themselves of the requirement of the work before offering their quote. The request for attending the pre bid meeting along with specific questions if any may be send to the email [dradmin.kochi@imu.ac.in](mailto:dradmin.kochi@imu.ac.in).



## 8. **Amendment to Tender Documents**

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

8.2 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 already downloaded the document from the IMU portal.

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

## 9. **Bid Submission**

Both the "Technical Bid" and "Price bid" in two separate sealed covers shall be placed in the main cover, which shall be addressed to "The Director, Indian Maritime University, Kochi Campus, South End Reclamation Area, NH-966B, Near Alexander Parambithara Bridge, Matsyapuri P.O., Kochi-682029 duly indicating the name of Service as "**Providing Canteen Service at Indian Maritime University Kochi Campus**" and sealed properly.

## 10. **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.

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

11.1 The bidder shall submit all such documents duly filled so that the tender is complete in all respects.

11.2 The tender shall be filled and signed only by the authorized signatory.

11.3 Bids sent by email shall not be accepted.

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

12.1. Tenders must reach the Director's office, SERA, Matsyapuri P.O. Kochi - 682029 at the address specified above **not later than 11.00 Hrs on 17.12.2021.**

12.2 IMU Kochi may, at its sole discretion extend the deadline for submission of tenders by issuing an addendum in accordance with Clause 8.1 of this section in which case all the rights and obligations of IMU Kochi and the bidder previously subject to the original deadline will thereafter be subject to the new deadline as extended.

## **13. Tender Prices**

13.1 The contract shall be for the whole Services or for individual component or components as may be decided by the IMU Kochi and as described in clause 16.4 based on the unit rates and prices quoted by the bidder in Bill of quantities.

13.2 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 canteen service at IMU Kochi. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like minimum wages, ESI & PF contributions, Service charges, all kinds of taxes etc. except GST. GST will be paid extra.

13.3 The Price bids shall be inclusive of all charges (Excluding GST), incidental expenses and all other taxes and charges as may be applicable and are to be paid by the contractor for satisfactory completion of work and any claim for any extra payment on any such occasion shall not be entertained. GST extra will be paid as per Rules. It is explicitly made clear that even if the prices of material/labour goes up or for any reason the cost of the service increases, the University shall not be liable to pay any additional sum to the contractor. All statutory payments of Govt. duties such as ESIC/EPF/Bonus etc. have to be borne by the contractor.

13.4 Under no circumstances contractor will be entitled to claim enhanced rates for any item in this contract.

13.5 Deductions on account of Income tax/GST as applicable from time to time will be made from all bills whether running or final and certificate of deductions will be given to the contractor.

#### **14. Tender Validity**

14.1 The tender shall be valid for a period of **120 Days** from the date of opening of technical bid.

14.2 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 not be returned to them.

## 15. Earnest Money Deposit (EMD)

The bidder shall submit the bid security declaration in the attached format along with the bid in lieu of EMD.

## 16 TENDER OPENING AND EVALUATION

16.1. Tenders will be opened at the Director's office, IMU Kochi Campus, SERA, Matsyapuri P.O., Kochi-682029 at **11.30 hours on 17.12.2021**. Those who wish to participate in the tender opening can witness the same through video conferencing.

16.2 In case the scheduled tender opening day happens to be a declared holiday/closed day for the IMU campus, the next immediate working day shall be the tender opening day.

16.3 IMU Kochi reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process if required. Only the price bid of technically qualified bidders shall be opened on a date which will be intimated to the technically qualified bidders.

16.4 It must be noted that lowest bidder will be decided separately for Canteen Charges for students and Canteen charges for Special Occasions. The criteria to arrive at the L1 vendor shall be the least of the aggregate rate quoted for items mentioned in Canteen Charges for students as well as Canteen Charges for Special Occasions. 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 Price Bid (Volume-II). All rates are to be quoted per student/ participant excluding GST. GST extra will be paid at the applicable rates.

16.5 Since the number of students /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 (for staff) | - | 25 per day  |

- (4) Lunch - 100 per day
- (5) Afternoon Tea and Snacks (for students) - 100 per day
- (6) Afternoon Tea and Snacks (for staff) - 25 per day
- (7) Dinner - 100 per day

The rate per head for the service listed above shall be the criteria for evaluation of the tender. This is only a tentative number and the variation may be +/-15%. It may also be noted that IMU is providing a semester break of approximately one month on two occasions during each academic year.

16.6 In addition to the above, the special occasion requirement shall be tentatively as follows:

Sl No.	Description	No of persons	No of days
1.	Canteen charges for special occasions- Lunch	250	4
2.	Canteen charges for special occasions- Dinner	100	2

It may also be noted that , in case the price bid of more than one agency fall in same level (as L1), then IMU Kochi campus may be awarding the contract to the bidder offering higher discount on quoted rate. In case, still there is a tie, then IMU Kochi Campus will be assigning marks to various eligibility parameters like turnover, number of years of experience etc of such L1 bidders and work will be awarded to the bidder who scores highest marks.

**17. Influencing Prohibited**

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

**18. 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). If there is a difference between the rate in figures and in words, the rates given in words will only be considered.

**19. 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 bidders or any obligation to inform the affected bidder or bidders of the grounds for the IMU-Kochi's action.

**20. Performance Security Deposit**

20.1 Within 10 days of the successful bidder's receipt of notification of award, the Bidder shall furnish a Performance Security Deposit at the rate of 3% of the contract value in the form of an A/C Payee Demand Draft. 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, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.

20.2 The Security Deposit will be returned to the bidder not later than 90 days following the date of completion of the performance obligations of the bidder.

20.3 The proceeds of the Security Deposit shall be payable to the IMU Kochi as compensation for any loss(es) resulting from the failure of the bidder 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 caterer.

20.4 Delay in payment of Security deposit within the specified or extended time shall be paid with interest at the rate of 18% per annum, if demanded, for the period of delay if IMU Kochi decides to award the contract even after such delay.

20.5 No interest will be allowed on the security deposit from the date of its receipt until it is refunded.

## **21. Contract Agreement**

The successful bidder is required to enter into and execute an agreement. The model contract to be executed is enclosed with this tender document. 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. Until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the IMU and the contractor and shall be the contract.

## **22. Commencement of the work**

The work shall be deemed to have been commenced from the date mentioned in the work order to commence the work and the period of contract is 24 Months from the date of commencement.

**SECTION II**  
**TENDER FOR “CANTEEN CONTRACT” AT IMU KOCHI CAMPUS**  
**CONTRACT (DRAFT) TO BE ENTERED BETWEEN IMU KOCHI CAMPUS AND**  
**THE CONTRACTOR**

This agreement made on this \_\_\_\_ day of \_\_\_\_\_(month) \_\_\_\_\_ (year) between \_\_\_\_\_, herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heirs, executors, administrative representative and assignees) on one part

And

Deputy Registrar (Admin) Indian Maritime University Kochi Campus , NH-966B, South End Reclamation Area, Near Alexander Parambithara Bridge, Matsyapuri P.O. Willingdon Island, Kochi- 682029 herein after referred to as the IMU Kochi on the other part, and

Whereas the contractor has consented to enter into this agreement with IMU Kochi Campus for providing Canteen Services to IMU Kochi on the terms and conditions mentioned herein after and at the rates attached in the annexure.

Whereas the necessary Performance Security Deposit (PSD) has been furnished/ deposited/ submitted in accordance with the provisions of the Bid document, and Whereas no interest will be claimed on the PSD by the contractor.

Now, in presence of witnesses (as detailed at the bottom of this agreement document), it is, hereby, agreed and declared by and between both the parties as follows:

**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: -

- a. “IMU” means the Indian Maritime University, Kochi Campus as constituted under the Act of Parliament (22/2008), acting through its Director, Deputy Registrar or any other officer nominated by the IMU.



- b. 'Contractor' means the person or persons, firm or company whose tender has been accepted by IMU.
- c. 'Contract' means the general and special conditions, price schedule, priced bill of quantities, tender documents and Contract agreement.
- d. '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.
- e. 'Campus' means the lands and the other places on/under/in/of under the control of IMU Kochi.
- f. 'Work' means the services to be performed by the Contractor in accordance with the terms and conditions of the Contract under the relevant schedules.

## **2. General Conditions.**

1. This Agreement shall be valid for two years from -----
2. This Agreement may be extended by one more year on the same terms and conditions at the sole discretion of IMU Kochi Campus.
3. The contractor, during the validity period of this Agreement, shall carry out the work as defined in the scope by deploying qualified and experienced personnel in the relevant trade (skilled cooks).
4. The contractor shall not be allowed to transfer, assign, pledge or sub-contract it's rights and liabilities under the contract to any other agency.
5. The Contractor shall be an independent Agency with respect to IMU Kochi Campus. This agreement shall not render the Contractor as an employee, partner, agent of or joint venture with the IMU Kochi Campus for any purpose.

6. The staff deployed by the contractor in the Campus shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against IMU Kochi Campus.

### **3. Rates of Item**

The prices/rates quoted in the price bids for various items shall be firm and no escalation in the finalized rates shall be permitted during the period of the agreement. The rates mutually agreed between the parties as canteen charges for students/faculty/staff/special occasions are attached as a Schedule of this agreement.

### **4. Licence under FSS Act**

The contractor shall obtain Central License under The FSS Act 2006 prior to commencement of the work. The license shall be in the name of the contractor followed by name of Indian Maritime University, Kochi Campus. IMU Kochi Campus shall provide all the required necessary documents for obtaining the licence. The fees and all other charges for getting the licence shall be borne by the Contractor.

### **5. Scope of Work.**

1. The Contractor shall supply food, meals, tea, coffee and snacks etc. as required by or for IMU Kochi Campus from time to time, within the Campus's premises situated SERA, NH 966B, Willington Island, Kochi.
2. The menus to be supplied by the Caterer for the students/faculty/staff shall be as mentioned in Schedules.
3. The menus to be supplied by the Caterer for special occasions shall be as mentioned in Schedules which shall form part of this agreement.
4. The canteen shall be kept open as per the timing specified in the schedule of this agreement and which shall form part of this agreement.

5. The Contractor shall supply items of food, meals, tea and snacks to students / staff of the IMU Kochi campus and such other persons as may be authorized by the Kochi Campus from time to time in such a manner as may be determined by the Kochi Campus and advised to the Contractor from time to time.
6. The Contractor shall also supply any additional items of food, snacks or beverages as per schedules and at rates specified therein.
7. The quantity and/or weight of the item of eatables, tea/coffee/etc. to be supplied as hereunder by the Contractor shall be as mentioned in the schedules annexed hereto.
8. All materials required by the Contractor for preparation of food, meals, tea, beverages, and snacks etc. will be purchased by the Contractor.
9. All items of food, raw materials for food purchased will have to confirm to the standards, prescribed under the Prevention of Food Adulteration Act, and/or any other Act applicable and as far as possible shall have the standards/branded bearing the mark "Agmark", ISI as applicable. All materials required by the Contractor for preparation of food, raw materials for food purchased will have to confirm to the known standards/brands and specifications as laid down by IMU Kochi Campus and suggested by the authorized official of IMU Kochi Campus from time to time. For any violation of the Food Adulteration Act, it shall be the sole responsibility of the Contractor and will nominate its concerned official/employee to the concerned authorities under the Act before the first day of the commencement of the Contract.
10. Food poisoning under any circumstances cannot be tolerated by IMU and the Contract is liable to be terminated. The security deposit paid by the contractor shall be forfeited in full, when the contract is terminated under the circumstances specified above. Appropriate legal action will be initiated at the discretion of IMU Kochi.
11. The grains and provisions, meat, fish and poultry etc. will be purchased from reputed suppliers, preferably from suppliers approved by the Kochi Campus. IMU Kochi Campus or its representatives will be at liberty to inspect the materials brought by

the Contractor at any time and also to reject any sub-standard items of materials which will be at the cost of the Contractor.

12. It will be the responsibility of the Contractor to keep the stock of materials purchased by them in a neat, tidy and hygienic manner. The containers should be airtight. The Contractor hereby agrees and undertakes not to use the articles purchased for any purpose other than to meet the requirements of IMU Kochi campus and/or its students and staff. IMU Kochi Campus will not be responsible for any loss or damage done or caused to the Contractor's stock, materials, etc., while they are stored within the University's premises.

13. The quality of food / snacks/ eatables supplied shall be of good quality, hygienic in nature and the service should be to the full satisfaction of the University and the participants.

14. As the students / officials from all over India will be studying / working in the University, the contractor shall prepare the food so as to suit the different tastes of staff / students etc.

15. The menu shall not be modified without instructions of Indian Maritime University Kochi Campus. Even though there is a fixed menu, IMU Kochi campus reserves the right to make reasonable changes in the menu and the contractor shall be liable to act so without any cost variation.

16. The same type of vegetable should not be used for preparation of vegetable curry for more than three occasions in a week.

17. Vegetable pulav/vegetable Briyani should be prepared of Grade 1 Basmati rice.

18. White rice should be of good "Ponni" variety.

19. The bread toast should be warm.

20. For preparing Vegetable pulav/ Vegetable Briyani, fresh vegetables are to be used. At least four vegetables like green peas, carrot, cauliflower, beans, should be used along with other vegetables.
21. Chappathi, Poori should be made of wheat flour of good quality only.
22. Sambar/ Rasam should be made of Thoor dhal.
23. Seasonal fruits supplied should be of good quality without black mark. The size of the fruits should not be small.
24. Curd should be fresh and be of good quality (Milma/PDDP/equivalent).
25. Butter should be of Milma/Amul/ equivalent variety.
26. Only brand of repute cow milk should be used for preparation of tea/coffee/curd etc.
27. Quantity of items served should be reasonably sufficient. The Quantity indicated in the schedule is the minimum Quantity, except for Non Vegetarian items, Sweets and Ice cream.
28. Only Refined oil (Sunflower/ Coconut) of ISI certification/ Agmark is to be used.
29. Fresh batter to be used for preparation of Parotta, Idly, Dosa, Oothappam etc.
30. Leftover food should be disposed and not to be carried to the next session of service.
31. Separate vessels should be used for vegetarian and non-vegetarian cooking.
32. Fresh hygienic chicken pieces are only to be provided without skin, liver, gizzard, neck, wings and legs cut upto knee.
33. Plastic cups should be avoided and paper cups only to be used for coffee / tea for the students / staff.

34. 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.

35. The Contractor as far as possible should make own arrangements to serve the food hot/ warm. Except ice cream and items which cannot be served hot, all other item(s) should be warm and served hot.

36. 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, Kochi campus for any other client.

37. 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. IMU will not be responsible for the non payment of bills to the provision vendors by the contractor. The contractor has absolute responsibility to settle the bills of the vendors.

38. The bearers engaged by the Contractor should be in neat Uniforms during service and wear neat gloves while serving food, they shall follow all hygiene practices.

39. IMU 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.

40. Guest House Arrangement:- The contractor shall also be required to provide bed coffee, breakfast, lunch or dinner to the occupants of the guest house. It must be clearly noted that the occupants in the guest house are special guest or dignitaries or officials of IMU and the services to be provided in the guest house must be of high quality. Special

care must be taken to prepare the food for the guest house and the arrangements are to be made by the contractor to serve the food in the guest house itself.

**6. Penalty Clauses:**

a. Failure to supply food in terms of quality, quantity as indicated in Schedule will attract penalty. For not adhering to contractual conditions, the IMU shall impose a minimum monetary penalty @ Rs.500/incident on the caterer. Penalty imposed shall be adjusted against payment due to the caterer.

b. 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.1,000/- for each occasion will be imposed.

c. If poor quality of rice is used for preparation of meals, idly and dosa, a penalty of Rs.1,000/- for each occasion will be imposed.

d. Oil once used should not be reused. If reuse of oil is found, penalty of Rs.1,000/- for each occasion would be levied and the contract is liable to be terminated.

e. Items like Ajinomoto (MSG), Baking soda, colouring items etc. are banned and they should not be used. If they are found in the kitchen premises penalty of Rs. 2,000/- for each occasion will be imposed.

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

g. 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.

h. The Kitchen waste should be properly segregated as bio-degradable and non-degradable waste in closed Dust bins and to be disposed on their own.

i. If there is any deviation from the approved Menu as per Schedule, a penalty of Rs.2,000/- for each occasion will be imposed.

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

k. A penalty of Rs.1000/- for each occasion will be imposed if plastic cups are used for serving tea.

l. The Deputy Registrar 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, in this regard.

#### **7. Mode of Payment.**

Payment under this contract would be made as follows:

a. The Contractor shall claim bills on a monthly basis with regard to the actual number of lunch, snacks, coffee, tea, dinner etc supplied on any particular day. The vegetarian/non-vegetarian Lunch/Dinner should be claimed separately. Along with the monthly bill, ESI/PF/GST challans/wage register, as applicable, pertaining to the previous month also to be submitted. IMU would make the payment within 10 working days of submission of bills with all the supporting documents and submission of necessary clarification, if there is any query communicated by IMU, to the satisfaction of IMU. No Interest is payable by IMU in case of any unavoidable delay in settling the bills, though IMU would endeavour to settle within 10 working days. No other claim on whatever account shall be entertained by IMU. TDS on Income Tax and GST at the rates applicable shall be deducted on the whole amount.

b. On the above, IMU Kochi Campus will inform total number of cadets, participating in each of the services (Breakfast, Lunch, Dinner, Snacks). This detail shall be shared 24 hrs in advance to the Contractor by University.



c. 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.

#### **8. Right of rejection**

(a) IMU Kochi Campus shall have the right to reject such articles of prepared tea, food, meals and snacks etc. as in the opinion of the Kochi Campus those are not of proper and standard quality. The Contractor will immediately make good any loss of materials rejected, which may arise on this account.

(b) The Contractor agrees that in the event it is unable to replace any or all of the rejected material, Kochi Campus shall be free to procure the same from any other supplier or suppliers and recover the cost of such material from the Contractor's Bill without prejudice to the other rights of the Kochi Campus under the Agreement.

#### **9. Cleanness**

a. The Contractor shall be responsible for maintaining and keeping the Canteen premises and facilities used by it in neat and clean hygienic condition at all times. Arrangements of chairs / tables, etc. in the dining hall and the surroundings shall be maintained in clean hygienic and pleasant manner. These are to continue throughout the said contract period. IMU Kochi Campus shall have the right to inspect such premises and facilities and may call upon the Contractor to maintain the facilities in a neat and clean manner. Wash areas should be kept clean and the kitchen waste should not be allowed into drain. In case of failure, the penalties as mentioned in clause 6 will be imposed.

b. It is the responsibility of the Contractor for making arrangement for cleaning of plates used by the students for taking food including Sundays and holidays. Steel plates shall be washed and cleaned neatly with fresh water. A penalty of Rs. 10/- per plate will be imposed if plates are found with stains of oil and other items, before

serving. Plates shall be washed all the three times or on completion of every breakfast/lunch/dinner as the case may be.

**10. Electricity & LPG - Supply**

It will be the responsibility of the contractor to timely procure LPG commercial cylinders from the dealer and to pay for the gas and electricity consumed thereto. Electricity charges will be collected in excess of 500 units per month for the kitchen areas. Water for the food preparation and allied activities shall be provided free of cost.

**11. Furniture & Equipment etc.**

IMU Kochi Campus shall make available to the Contractor, furniture, serving trolleys and other equipment to be used in the canteen and contractor must bear the cost of normal repairs and replacement of the same. The Contractor shall ensure that the furniture, serving trolleys and other equipment provided is always kept in a clean and hygienic condition. In the event of any breakage or loss and/or damage to the same arising out of negligent handling by the Contractor or his employees, the Contractor shall compensate or pay for such replacements or repairs. The Indian Maritime University will also offer LPG Gas installation for connecting cylinder, cooking range, Bain Marie, hot plate, dosai plate and other cooking utensils, deep freezer, mixer grinder, serving dish cutleries, store room, dining tables and chairs, washing room, etc. for running the canteen.

**12. Responsibility of the Contractor on Cessation/Completion of Contract**

(a) The Contractor shall be responsible for the items of furniture and equipment entrusted to their care from time to time and shall hand over the same in good order and condition (with normal wear and tear) to IMU Kochi Campus as and when required by the University or on termination of this agreement. The Contractor shall not remove any of the above articles or equipment outside the Kochi Campus premises.

(b) On completion of the contract period or on termination of this agreement, the Contractor will also ensure that all the persons engaged are removed/withdrawn from

the premises, forthwith and will settle their accounts by paying all the legal dues as required under the provision of various labour laws. In case of any disputes arising out of on account of any matter related to it's employees, it will be the responsibility of the contractor to pay their employees all the legal payments.

(c) The contractor is also liable to settle all the dues with the suppliers of provisions, vegetable, milk, meat, gas etc. on completion of the contract and a certificate to this effect is to be submitted to IMU Kochi Campus and before leaving IMU Kochi Campus for final settlement and release of security deposit.

(d) On the cessation of this Agreement, the Contractor shall discontinue to use and hand over peacefully, possession to IMU Kochi Campus of the said canteens, cafeteria and any other premises, together with fixtures, utensils and articles therein as per inventory, in good condition and also shall give up her/his right in favour of IMU Kochi Campus all licenses and permits in force, and give all assistance towards getting the said licenses transferred to IMU Kochi Campus or its nominees.

### **13. Engagement of Staff**

(a) The Contractor shall provide at his own cost and expenses sufficient and competent staff to act as Manager, Cooks, Assistant Cooks, Waiters, Cleaners etc., as may be reasonably required in the opinion of IMU Kochi campus for the fulfilment of the Contractor's obligations under this agreement, and shall give their professional expert guidance and supervision to the work.

(b) Skilled and competent cook should be deployed by the contractor. A canteen manager and a cook with experience of preparing vegetarian/ non vegetarian items shall be present during food serving timings.

(c) The Contractor will have a competent Manager on the premises at all times who shall represent the Contractor.

(d) 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 the criminal/crime cases.

(e) Senior Personnel of the Contractor should visit the kitchen at least once in a month to monitor the functioning of the canteen and discuss with the authorized officials regarding complaints / requirements, etc.

(f) The contractor shall submit a list of all the staff engaged by him for service at IMU at the beginning of the contract. The contractor should also inform IMU if there is any addition/ deletion of employees. He should ensure payment of wages and other applicable benefits to his employees as per the statutory rules in force.

(g) 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.

(h) The Contractor shall engage personnel who are in its opinion competent, possess suitable experience, and are honest and trustworthy. The Contractor will depute people of only good background to do the work at the canteen. The Contractor shall on his own select, recruit and employ his workforce and IMU Kochi Campus shall in no manner be associated with this process. The contractor will maintain and show the University on demand, all employment documents (like appointment letter, bio-data, I-card etc) in respect to his employees.

(i) All assigned personnel shall be the persons employed by Contractor and shall ensure that, with respect to the personnel, compliance of all the provisions as applicable labour laws/regulations and all other applicable legislation and shall also maintain all records/registers/books as may be statutorily required there under and shall, as and when required, provide such aforesaid records/registers/books for inspection by the authorized personnel of IMU Kochi Campus.

(j) The Contractor or the person(s) so engaged by it will have no claim or right whatsoever to be absorbed in the employment of IMU Kochi Campus at any time or under any circumstances or for any reason whatsoever. The Contractor shall be solely

liable for the employment or non-employment of its workforce. In case, any dispute is raised by the employees, the Contractor shall personally defend and indemnify IMU Kochi campus in respect of any consequence thereof. Subsequent to the expiry/termination of the contract, no claim from either the Contractor or from its employees/staff shall be entertained for continuance of their services and under no circumstances the employees/staff who are being recruited by the Contractor can claim employment in IMU Kochi Campus.

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

(l) The Contractor issue the Entry passes to its employees deployed by it at premises of the IMU Kochi Campus.

#### **14. License under Contract Labour (Regulation & Abolition) Act**

The Contractor will obtain requisite license from the licensing authority under Contract Labour (R&A) Act, 1970 according to the number of workers engaged and get the aforementioned license renewed from time to time as and when due from the appropriate authority and will keep valid and produce the same when called upon to do so.

#### **15. Fitness of Employees**

All workers employed by the Contractor shall be medically fit for handling food and should undergo medical check-ups in the hospital identified by the IMU authorities before deployment. The decision of the University Authorities with respect to the fitness of the employees is final in this regard. Also the employees of the Canteen contractor should undergo full medical check-ups by a registered medical practitioner once in six months at the Contractor's cost.

## **16. Uniform to employees of the Contractor**

- a. The Contractor shall provide at her/his own cost two sets of neat and clean uniforms (different colour than those worn by the University students) every year to the employees working in the Campus's premises and shall ensure that such uniforms are always worn by the employees while on duty. Uniform will include pair of canvass shoes for the waiters/attendants. In addition, Cook/Asst. Cook will also be provided with aprons and caps. IMU Kochi campus shall have the right to disallow any of the employees of the Contractor who will not be wearing the uniform or that it will not be neat and clean.
- b. The Contractor and thier employees shall observe and abide by all fire, safety and security regulations of the Campus. The Contractor will ensure that her/his employees do not remain on the premises beyond their normal working hours without specific approval of Authorized Officer. Any unauthorized presence on the premises beyond normal working hours will not be acceptable and the Contractor upon receipt of complaint will have to withdraw such employees from working in the IMU Kochi Campus's premises.
- c. The serving persons are required to have a professional get up and approach and the stewards will be required to be in Executive Dress with Gloves, Steward Cap and preferably white/light coloured dress while serving to VIPs and dignitaries.

## **17. Amendment**

Any amendment to this Agreement shall not be valid and binding on the Parties unless it is made in writing and signed by the authorized personnel of both the Parties.

## **18. Communication**

All notices, certificates, acknowledgements and other reports hereunder shall be in writing and shall be deemed properly delivered when duly mailed by registered/ Speed post letter to the other Party at its address as given in the first para or to such other address as either Party may, by written notice designate to the other.

## **19. English Language**

All documents to be furnished or communications to be given or made under this Agreement shall be in English language or, if in any other language, shall be accompanied by a translation into English certified by representative of the Party furnishing such document or communication, which translation shall be the government version between the parties.

## **20. Injury/Accident to Contractor's Employees**

On the occurrence of any injury/accident to Contractor's employees, the Contractor shall comply with the statutory requirements in notifying the authorities within the time stipulated therein and shall also inform IMU Kochi Campus of the incident. The Contractor will at all times keep IMU Kochi Campus effectively indemnified against any liabilities under the applicable labour laws, ESI Act (if applicable) or any other enactments/statutory provisions of laws applicable or made applicable and amendments thereof. The Contractor is responsible and liable for all such acts, deeds, misdeeds and conduct of her/his employees, servants, agents, supervisors and other staff whether stationed at the IMU Kochi Campus's premises or otherwise and the Contractor agrees to fully indemnify IMU Kochi campus from any loss, damage or consequence arising out of the act, deed, misdeed or conduct of such employees, servants, agents and supervisors and other staff.

## **21. Quantum and Timely Payment of Wages**

The Contractor shall, in all respects, comply with all requirements of Minimum Wages Act as applicable to eating establishments, the Contract Labour (Regulation & Abolition) Act, the Employees' State Insurance Act, Employees' Provident Funds & Misc. Provisions Act, the Payment of Gratuity Act, New Wage Code and any other law in force and shall keep IMU Kochi Campus indemnified against all liabilities and responsibilities under the said Acts and Schemes there under and under any other laws affecting employer/employee relations. The Contractor shall pay the wages to her/his

workmen timely and the records shall be furnished to IMU Kochi Campus as required under the law.

The Contractor shall be wholly responsible for payment of any and all taxes including but not limited to GST, Duties, Cess under the existing or future Laws, Acts, Rules, Orders, Notifications etc, issued by the Central or State Governments or any Local Authority, or body in respect or in connection with the supplies.

## **22. Status of Contractor**

Nothing contained herein shall be construed to create a monthly tenancy or create any interest in favour of the Contractor in respect of the canteens, cafeteria and other premises used by the Contractor in connection with the purpose of this Agreement. The status of the Contractor will be only licensee and not the lessee or the tenant.

## **23. Indemnification by Contractor**

The Contractor shall at all times keep IMU Kochi Campus effectively indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in anyway arising out of reason of anything done or omitted to be done by the Contractor.

## **24. Termination of Contract**

The contract is liable to be terminated in the event of the following.

a) The Contract is liable to be terminated at any time during the validity of the contract period by IMU Kochi Campus, 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.

b) In case of deficiency in service, IMU 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 canteen work 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. The security deposit shall be forfeited and the contractor shall be blacklisted.

c) IMU Kochi Campus shall be entitled, subject to other rights available to it under this Agreement, to terminate the contract for unsatisfactory performance of the Contractor, determined solely at the discretion of IMU Kochi Campus, at any time after serving 30 day's notice in writing.

d) This contract can be terminated by giving three month's notice in writing by either party without assigning any reason during the period of this agreement.

e) IMU Kochi Campus may, by a written notice to the Contractor, terminate the contract, if any of the terms and conditions of default should continue for a period of fifteen (15) days even after the University notifying the Contractor in writing of having suspended the payments accruing to the Contractor under the contract.

## **25. Termination Procedure**

(a) Upon receipt of notice of termination, the Contractor shall forthwith vacate the IMU Kochi Campus premises by handing over possession of the premises, installations and cooking equipments/utensils to the authorized representative of the Kochi Campus in good working order and conditions.

(b) In the event of any damage to the premises of IMU Kochi Campus, installations or equipments/utensils suitably assessed by IMU Kochi Campus at the time of such termination, the Contractor shall be liable to pay the value of the damages so assessed by the IMU Kochi Campus. IMU Kochi Campus shall also be entitled to deduct the said sum from any sum accruing to the Contractor under this agreement.

**26. Resolution of dispute.**

i) 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.

ii) If any default has arisen on the contractor’s part in the execution of contract, IMU Kochi campus 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.

iii) The jurisdiction of all suits/proceedings arising out of this contract, arbitration matters shall be at the High Court judicature of Ernakulam/Cochin.

**27. 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.

28. It is agreed and clarified that this agreement is on a non exclusive basis and the parties are at a liberty to enter into similar agreements with others. Provided however the service provider shall ensure that his entering into agreements with other parties shall not in anyway conflict with or affect IMU Campus’s interest, rights, remedies under this agreements or in law.

IN WITNESS WHEREOF, the parties have signed and executed the agreement.

For **Indian Maritime University**

For **Contractor**

**Kochi Campus**

Authorized Signatory.

Authorized Signatory

Witness 1.

Witness 1.

Witness 2.

Witness 2

**SECTION III  
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 ,  
South End Reclamation Area,  
NH-966B, Near Alexander Parambithara Bridge,  
Matsyapuri P O, W Island, Kochi - 682029.

Sir,

Being duly authorized to represent and act on behalf of .....hereinafter called "the tenderer" and examined Terms and Conditions of Contract, Instructions to the Tenderers, Schedules and Bill of Quantities for the Menu of Tender for "**Providing Canteen Services at IMU Kochi Campus**" and

1. I / We offer to execute the work in conformity with the terms and Conditions of Contract, at the quoted rate.
2. I / We undertake, if our Tender is accepted, to do the canteen contract for the periods specified in this Schedule.
3. If my / our tender is accepted we will furnish a Security Deposit within 10 days of receipt of work order through a Demand Draft from Nationalized Bank or a Scheduled Bank in India approved by Government of India equivalent 3% of the annual contract value for the due performance of the contract.
4. I / We agree to abide by this Tender for a period of **120** days from the date of opening of technical bid 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 **120 days** or such extended period as mutually agreed upon, the IMU shall be at liberty to suspend us from participating any future tenders of IMU for a period of 6 months.

5. (i) We understand that the IMU Kochi 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 tenders.
6. We agree that the IMU Kochi 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.
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.
8. We agree to execute the canteen 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. Till such time, the tender together with our written acceptance thereof shall constitute a binding contract between us.
9. The price quoted shall be exclusive of GST and shall be firm till the execution of the contract and for the extended period if any.

Date:

Place:

Signature with Seal of  
Authorised Signatory

Witnesses:

1. Signature.....

2. Signature.....

Name.....

Name.....

Address.....

Address .....

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

**1. General Description :** “Tender for Providing Canteen Service At Indian Maritime University Kochi Campus”

**2. Annual Estimated cost** : Rs 80,00,000/-

**3. Earnest Money** : Nil. Declaration to be attached.

**4. Security Deposit** 3% of the accepted tender value in the form as specified in clause – 20 of Section I

**5. Retention Money:** NIL

**6. Period of Contract:** Two years from the date of Service.

**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 provisions 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. 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 suspend us from participating any future tenders of IMU for a period of 6 months.

b) To execute all the Services referred to therein the tender documents upon the terms and conditions 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.

e) I/We abide by the provisions of New Wage Code, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus , Gratuity, Leave , Uniform and Allowance there of and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per minimum wages Act as amended by the government from time to time and shall be fully and solely responsible for any violation and absolve IMU from any legal proceedings.

Date:

Place:

Signature with Seal of  
Authorised Signatory