

INDIAN MARITIME UNIVERSITY – Navi Mumbai Campus (A Central University, Govt. of India) TENDER

NOTICE INVITING TENDER(NIT)

Sealed tenders are invited for the following:

| Product details | Location | |
|--------------------------------|------------------------|--|
| Videography for online classes | IMU-Navi Mumbai Campus | |
| | IMU- Chennai Campus | |

Bidders are advised to study the Tender Document (including all Sections, Schedules and Annexure etc.) carefully. On submission of Tender, it shall be deemed that a careful study and examination of the Tender Document with full understanding of its implications have been done.

The Tender Document can be downloaded free of cost from IMU website www.imu.edu.in from 06.06.2024 onwards. The last date for submission of bid at IMU – Navi Mumbai Campus is 13.00 Hrs on 27.06.2024.

ASSISTANT REGISTRAR

IMU Navi Mumbai Campus

All bidders are requested to visit IMU Websites https://www.imunavimumbai.ac.in & https://www.imu.edu.in for regular updates.

Tender Abstract

| 1 | TP*41 | | |
|----|----------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Title | : | Videography for online classes |
| | | | Videography for offfine classes |
| 2 | Notice Inviting Tender No. | : | IMU-NMC/PUR/2024-25/42 dated |
| | • | | 06.06.2024 |
| 3 | Pre bid meeting | : | 14:30 PM on 14.06.2024 at Indian |
| | | | Maritime University, Navi Mumbai |
| | | | Campus (T S Chanakya), Karave, Nerul, Navi Mumbai-400076. |
| | Estimated cost | | Rs. 55 Lacs. |
| | Estimated cost | | RS. 33 Lacs. |
| 4 | Last date and time for | : | 13:00 on 27.06.2024 |
| | receipt of bids | | |
| 5 | Date and time for opening of | : | 1430 Hrs on 27.06.2024 |
| | Technical bid | | |
| 6 | Date and time for opening of Financial | : | To be intimated later |
| | bid (for technically qualified bidders) | | |
| 7 | Proposal currency | : | Prices shall be quoted in Indian Rupees |
| ′ | 110posar currency | | (INR) |
| 8 | Language of the proposal | : | This proposal should be filled in English |
| | | | language only. If any supporting |
| | | | documents are to be submitted, in any |
| | | | other language other than English, then |
| | | | translation of the same in English language, attested by the bidder should be |
| | | | attached. |
| | | | and the different control of the con |
| 9 | Validity of tender offers | : | 180 days from date of opening of |
| | | | Technical bid |
| 10 | EMD Amount | : | Rs.1,10,000/-in the form of |
| | | | Demand Draft. |
| 11 | Counity Donosit (for Englished Lidder | | 5 % of the contract value in the form of |
| 11 | Security Deposit (for finalized bidder only) | | Bank Guarantee/DD of any nationalized |
| | omy) | | bank. |
| 12 | Address for Submission of | | ASSISTANT REGISTRAR (Admin), |
| 12 | Tender | ' | IMU, Navi Mumbai Campus, |
| | | | (T S Chanakya) |
| | | | Karave, Nerul, |
| | | | Navi Mumbai-400 706 |

$\underline{\textbf{INDIAN MARITIME UNIVERSITY}} - \underline{\textbf{NAVI MUMBAI CAMPUS}}$

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1. <u>Invitation for Bids.</u>

The Indian Maritime University – Navi Mumbai Campus (NMC) (hereinafter referred to as the Buyer or IMU- NMC invites sealed tenders for Service of Videography for online classes at IMU Navi Mumbai Campus and IMU Chennai Campus under Two bid system.

Overall Scope and objective of this Tender is to:-

a) The work incorporate arranging and all the required set up for recording and editing the videos with final usable videos of 360 hrs. at IMU Navi Mumbai Campus and 240 hrs. at IMU Chennai Campus.

1.1 EMD and Tender Fees:

| Sl.No. | Particulars | Supporting document |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Tender document can be downloaded free of cost from www.imu.edu.in under the section Tender or from www.imunavimumbai.ac.in under section tenders | Nil |
| 2 | Bidder must submit EMD of Rs.1,10,000/-in the form of Demand Draft | Demand Draft from nationalized / scheduled commercial bank in the name of Indian Maritime University – Navi Mumbai Campus payable at Navi Mumbai. |

1.2 Eligibility Criteria:

The bidder should have mandatory qualification as per the following table. The proposal of the bidders who are fulfilling the mandatory qualification criteria shall only be considered for technical evaluation. The offer is liable to be rejected if non compliance to mandatory qualification criteria is detected during the technical evaluation.

| Sl.No | Qualification Criteria | Supporting documents | |
|-------|-----------------------------------------------|---------------------------------------------|--|
| | | | |
| | Vendor Should have a registered office either | Proof of Registration of the bidder under | |
| 1 | in Mumbai or Chennai. However preference | relevant law such as Companies Act, and /or | |
| 1 | will be given to the vendors having their | Shop & Establishment Act and Electricity | |
| | registered office both at Mumbai & Chennai. | bill or GST Registration Certificate | |
| | The Bidder should be in the Business of | Copies of the Work order or Agreement or | |
| 2 | Providing Videography services for a period | Work Completion certificate for the each | |
| | not less than 03 year i.e. since FY. 2021-22, | Completed or ongoing similar Service for | |
| | 2022-23 & 2023-24 | not less than 03 years | |

| 3 | The Bidder should have satisfactorily completed service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last any one of the five financial years (2019-2020 to2023-2024) a) At least 1 Similar service with a minimum value of Rs. 44 Lakhs (80% of Bid value) [OR] b) At least 2 Similar service with a minimum value of Rs. 27.5 Lakhs (50 % of Bid value) each. [OR] c) At least 3 Similar service with a minimum value of Rs. 22 Lakhs (40% of Bid value.) each. | Copies of the Work order or Agreement or Work Completion certificate |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| 4 | The Bidder should have an average annual turnover of at least Rs. 01 Crores during the past 5 financial year's i.e.2018-19 to 2022-23. | Annual accounts duly certified by a Chartered Accountant. |
| 5 | The bidder should submit the copy of Income Tax return for last three financial years i.e.2020-21, 2021-22 & 2022-23 (Assessment year 2021-22, 2022-23 & 2023-24) | Copy Income tax Returns. |
| 6 | The Bidder should have a valid PAN and GST Registration Certificate. | Copy of the PAN Card and GST registration certificate. |
| 7 | The Bidder should not have been blacklisted or debarred from bidding for any government or central government autonomous organisation. | |

- 1.2.1 'Similar Service' means service of video recording and editing of online courses with Government / Semi- Government/ Public Sector organizations/ National level educational institutes like IIT, IIM, NIT and Central Universities/ State Universities / Public Limited Companies. / Reputed UGC/ AICTE Recognized or private Sector Universities / Maritime training institutes/Reputed Private Companies and Port Organizations.
- 1.2.2 With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be IMU's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.
- 1.2.3 All the Mode of Proof Documents for meeting eligibility criteria enclosed with the tender are to be duly signed by the authorized signatory. If required, IMU-NMC may insist for notarized copy or ask to produce originals to ascertain the veracity of the documents. IMU-NMC also reserves the right to ask more proof to corroborate the eligibility declarations.

1.3 **Pre-bid Meetings Clarification.** IMU- NMC organizing a pre bid meeting at 1430 hrs on 14.06.2024. All interested service providers are requested to participate in the pre-bid meeting regardless of their eligibility/acceptance of tender conditions as per the present form of the tender. The prospective bidders shall submit their queries in writing in prescribed format below in writing to the address mentioned in the invitation of tenders or E-Mail to aradmin.navimumbai@imu.ac.in two days prior to the pre-bid meeting and the same shall be clarified during the pre-bid meeting.

| Sl.No. | Clause Page No. | No. | & | Reference Clause Details | Clarification Sought |
|--------|--------------------|-----|---|--------------------------|-------------------------|
| | | | | | |

IMU-NMC may or may not incorporate any changes in the Tender document based on acceptable suggestions received during the Pre-Bid meeting. The decision of IMU-NMC regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.

1.4 Response to queries and issue of amendments.

- 1.4.1 IMU-NMC will respond to any valid request for clarification, received one week prior to the last date for submission of tender. IMU-NMC's decision is final and binding with regard to interpretation of terms used or other tender contents.
- 1.4.2 IMU-NMC may, for any reason, suo-moto or in response to a clarification by a prospective bidder or bidder, modify the tender documents by amendments (through addenda/corrigenda etc.)
- 1.4.3 Any such amendments will be informed to all the participants in the pre-bid meeting besides hosting on IMU website and IMU-NMC website. All the bidders who had downloaded the Bid Document shall verify, whether any such amendments have been issued by IMU-NMC, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder.
- 1.4.4 Any such corrigendum/addendum shall be deemed to be part or incorporated into this Notice Inviting Tender (NIT).
- 1.4.5 It is the responsibility of the bidder to check the website of IMU time to time for any updates.
- 1.5 Language of Proposal & Correspondence. The tender, and all correspondence and documents, related to the tender, exchanged between the bidder and IMU-NMC should be in the English language only. If the bidder along with their offer furnish any printed literature written in any other language, such documents should be supplemented with their English translation also. The contents in the English translated version alone shall be taken into consideration.

1.6. Tender Validity.

- 1.6.1 Tenders shall remain valid for 180 days from the last date for submission of tender. A proposal valid for a shorter period may be rejected by IMU-NMC as being non-responsive. During the period of validity of Proposals, the terms and condition mentioned shall not change and any such request may lead to denial of the award of work.
- 1.6.2. In exceptional circumstances, prior to the expiry of the original tender validity period, the IMU- NMC 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 through E-mail or Post or in person. A bidder agreeing to the request will not be required to nor 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-NMC for extension of validity of the tender, then his tender will not be processed further and the portions of his tender which have not been opened will be returned to them unopened as the case may be. The EMD paid by them will also be refunded to them as in the case of other unsuccessful bidders.

1.7 Earnest Money Deposit (EMD):

- 1.7.1 Tender should be accompanied by an Earnest Money Deposit (EMD) for an amount of Rs.1,10,000/- for videography service in the form of Demand draft from any Nationalized Bank drawn in favour of "Indian Maritime University Navi Mumbai Campus", Payable at Mumbai. No other form/ mode of deposit towards Earnest Money shall be accepted. Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the IMU will be summarily rejected.
- 1.7.2 The EMD of all unsuccessful bidders would be refunded by IMU-NMC within 15 days on selection of successful bidder. No interest will be allowed on the Earnest Money. The EMD of the successful bidder will be refunded only after the remittance of Security Deposit. Alternatively, the successful bidder shall when his tender is accepted, furnish Security Deposit as specified in the clause elsewhere after adjusting the amount deposited by him as earnest money. The earnest money shall retain its character as earnest money deposit, till the successful bidder furnishes the Security Deposit in full with or without adjustment of EMD.
- 1.7.4 Where a bidder whose tender has been received by IMU-NMC intimates that he is withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the IMU-NMC (or) fails to furnish the Security Deposit within the prescribed time, the IMU-NMC shall without prejudice to IMU's any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such bidder absolutely.

1.8 **Submission of the Proposal:**

The tender submitted by the Bidder shall comprise the following and should be read in conjunction with any amendments issued at the time of submission of bid.

1.9 Technical Bid (in Sealed cover-I). The Cover-I should comprise of following:

- 1.9.1 Earnest Money Deposit.
- 1.9.2 Tender Document downloaded from IMU Web site comprising Tender Notification, Abstract, General Rules and Directions for the Guidance of the bidder, General description of Supply and other terms and conditions, including the amendments, corrigendum / addenda issued by IMU-NMC which are duly signed by the authorized signatory of the bidder in each page with stamp signifying the acceptance of all the tender conditions / terms / contents.
- 1.9.3 Bidder Memorandum (Annexure III) duly signed by the bidder.
- 1.9.4 The duly authorized signatory (ies) of the entity should sign and seal in all the pages of the tender document including the annexure / schedules signifying the acceptance of all the terms and conditions, stated in the various parts of the tender. The person(s) authorized to sign the tender shall also sign in all the pages of the supporting documents with office seal submitted as proof of their eligibility, proof of technical

compliance etc. In other words, every page of the bid submitted should have the signature of the duly authorized signatory of the bidder with rubber stamp.

1.9.5 The Cover I shall be addressed to "The Assistant Registrar, Indian Maritime University – Navi Mumbai Campus" and should be duly super scribed as "TECHNICAL BID-VIDEOGRAPHY TENDER" and sealed properly. Name and Address of the bidder shall also be written/printed on the cover.

1.10 Price Bid (in sealed Cover-II).

- 1.10.1 The Cover II shall only contain the Price Bid formats given in Annexure–IV. It has to be duly filled in, signed and sealed.
- 1.10.2 The Cover II shall be addressed to "The Assistant Registrar, Indian Maritime University Navi Mumbai Campus" and should be duly super scribed as "VIDEOGRAPHY TENDER" and sealed properly. Name and Address of the bidder shall also be written/printed on the cover.
- 1.10.3 The Rate shall be typed and signed by the person or persons duly authorized to sign on behalf of the bidder. There should be no overwriting/scoring and rewriting. Any bid found to have overwriting or double entry or rewriting by scoring off one value shall be rejected during the price bid opening.

1.11 Main Cover:

Both the "Cover I" and "Cover II" shall be placed inside the main cover and sealed properly. The main cover should be duly super scribed as "TENDER FOR VIDEOGRAPHY" and to be submitted in the following address which should reach on or before 13:00 hrs. on 27 June 2024.

Address:

The Assistant Registrar, Indian Maritime University Navi Mumbai Campus (TS Chankya), Karave Village, Palm beach Road, Nerul, Navi Mumbai -400706

- 1.11.1. The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to IMU-NMC. Tenders containing any qualifying conditions or even bidder's clarifications in any form may be treated as non-responsive and will run the risk of rejection. In general, printed terms & conditions shall not be accepted.
- 1.11.2. Bidder who submits more than one tender will be disqualified.
- 1.12 **Cost of Bidding:** The bidders shall bear all costs, efforts or their time associated with the preparation and submission of their bids and the IMU-NMC will in no case be responsible or liable for those costs / efforts / time, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by IMU-NMC, due to any reason whatsoever and at any stage of the tender (IMU-NMC is not responsible, if there is a cancellation even after price bid opening).

- 1.13 **Completeness of Tender:** The Bidder is expected to examine all instructions, forms, terms, conditions and deliverable in the tender document. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the bidder if complete Information as called for in the tender document is not given therein, or if particulars asked for in the forms / proforma in the tender are not fully furnished.
- 1.14 **Deadline for Submission of Proposals:** Tenders must reach the Assistant Registrar's office through speed post/ courier or to be dropped in to the box placed in the IMU Navi Mumbai Campus prior to the last date & time for submission, specified in the abstract. IMU- NMC may, at its sole discretion extend the date and time for submission of tenders. Any updates with regard to such extension or any other communication intended for the bidders / prospective bidders will be made only through IMU's website stated above. Any tender received after the last date and time for submission of tenders prescribed will be rejected.
- 1.15 **Late Proposal:** Any proposal received by IMU-NMC after the deadline for submission will be rejected and kept as an unopened Tender.

1.16 Modification and withdrawal of bids.

- 1.16.1 The bidder may be allowed to modify or to submit revised bid due to corrigendum, addendum, etc., issued by IMU- NMC, any time prior to the last date prescribed for receipt of bids, by giving a written notice to the IMU-NMC.
- 1.16.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Proposal.
- 1.16.3 Subsequent to the last date for receipt of bids, no modification of bids shall be allowed. No bid may be withdrawn in the intervening period between the deadline for submission of bids and expiration of the of bid validity period specified. Withdrawal of a bid during this period will result in forfeiture of EMD.

1.17 IMU's Right to accept and to reject any or all proposals.

Notwithstanding anything else contained to contrary in this Tender Document, IMU-NMC reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Proposals at any time prior to the award of work, without incurring any liabilities in this regard.

1.18 Rejection of Bids- The bids will be rejected on following grounds:-

- 1.18.1 If any of the eligibility criteria as per the qualification criteria is not met.
- 1.18.2 EMD not submitted.
- 1.18.3 If tender terms and conditions are not met.

- 1.18.4 If bidder gives wrong information in the bid.
- 1.18.5 Canvassing in any form in connection with the bids.
- 1.18.6 If the bid is incomplete /partial bid/ conditional/unclear in any form.
- 1.18.7 Bids submitted after due date and time.
- 1.18.8 Bids are submitted through Telex/Fax/ e-mail (i.e. modes other than by way of speed post/ courier/ dropping in the box in sealed covers as prescribed).
- 1.18.9 Erasure and/or overwriting (if not countersigned by authorized person).
- 1.18.10 Bids not signed by authorized signatory.
- 1.18.11 The Bid is found incomplete/ non compliance to tender terms.

1.19 Evaluation Process.

- 1.19.1 IMU-NMC shall evaluate the responses to the NIT and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- 1.19.2 The interpretation of the bids and the decision made by the IMU in the evaluation of responses to the NIT shall be final. No correspondence will be entertained outside the process of evaluation with IMU-NMC.
- 1.19.3 IMU-NMC has the right to seek clarifications/documents from the bidders during the technical evaluation process. All such clarifications would be recorded and signed by the bidders authorized rep and authorized officer of IMU-NMC. Any verbal agreement arrived would not be entertained.
- 1.19.4 IMU-NMC reserves the right to reject any or all bids on the basis of any deviations.
- 1.19.5 Each of the responses shall be evaluated as per the criterions and requirements specified in this NIT.

1.20 Tender Evaluation.

- 1.20.1 Technical bids will be opened at the IMU-Navi Mumbai Campus (TS Chanakya) located at the address stated in tender abstract. Any bidder who is willing to observe the tender opening, may, in person or through his authorized representative (Only one personnel on production of authorization letter), be present at the venue and witness the tender opening.
- 1.20.2 The bidder or his authorized representative who are present shall sign a register evidencing their attendance. IMU reserves the right to reschedule the tender

opening date (technical / financial bid opening) if the scheduled tender opening day is declared as a holiday for the IMU or due to any other administrative reasons which would be published in IMU website and such rescheduling may not be communicated individually in any other modes.

- 1.20.3 Technical bid (Cover–I) of each bidder shall fulfil the minimum eligibility criteria prescribed in NIT.
- 1.20.4 The information furnished by the bidder in the Technical Bid in the format(s) prescribed as part of the tender document by IMU-NMC will form the basis for the technical evaluation. In exceptional cases, IMU-NMC reserves the right to obtain any clarifications from any of the bidder. If, in the opinion of the IMU-NMC, information and documents supplied in support of the tender do not meet the minimum eligibility criteria as per NIT and the any or some of the technical specifications as per NIT, as determined by IMU-NMC, the tender / product offering will be treated as non-responsive and rejected by the IMU-NMC and their Cover II Price bid shall not be opened for evaluation. The IMU-NMC decision is final and binding, with regard to technical evaluation.
- 1.20.5 After satisfying that all / or some of the bidders have attained the minimum qualifying technical criteria as detailed above, bids of only such technically qualified bidders i.e. who fulfil all the qualification / eligibility criteria and also comply with the technical specifications, will be considered for further evaluation. A suitable date and time for opening of the **Price Bids** will be fixed and those bidder(s) who are technically qualified will be intimated through email about the opening of the Price Bids or alternatively, the date may be published in IMU website. Other procedures for opening the Price Bid including the witnessing (by only the technical qualified bidders) the tender opening event, no. of participants etc., will be similar as those for Technical Bid explained in the earlier para(s).
- 1.20.6 The bidder must quote for Mumbai and Chennai both the Campuses. In case bidder has quote only one campus or not quote for both the campuses then bid will be rejected.
- 1.20.7 After evaluating the price bids received under Cover II, the bidder who quoted the lowest individual price will be awarded the work.

2. General Conditions of Contract.

2.1 **Execution of Contract.** The successful bidder has to enter in to an agreement with IMU-NMC incorporating all clauses of the Tender document and any other as may be agreed to by both the parties on a Non-Judicial Stamp Paper of Rs.500/-.

Declaration - Bidder should submit declaration that they will not retain any data of whatsoever nature and will not circulate any material to unauthorized persons without written consent of program co-ordinator.

2.2 Termination Clause:-

- 2.2.1 In the event of the breach of any of the provisions of contract by the supplier, IMU-NMC shall have the right to terminate the tender summarily, at any stage.
- 2.2.2 In the event of IMU-NMC terminating the contract for breach by the supplier of any of the provisions thereof, the supplier shall be liable for any loss suffered by IMU up to the time of the termination of the contract.
- 2.2.3 In the event of the death, insanity or insolvency of the supplier, IMU-NMC shall have the right to terminate the contract summarily and to purchase in the open market any Goods/ Services covered by the contract.

2.3 Security Deposit.

- 2.3.1 The supplier shall be required to submit the security deposit in the form of DD issued by any Indian Nationalized Bank for an amount of 5% of the Purchase Order value within 15 days from the date of receipt of the purchase order.
- 2.4 **Liquidated Damages:** If the successful bidder fails to execute the Works in all respects within the period specified or within such extended period as may be allowed, the successful bidder shall pay a sum equivalent to 0.5% of the value of the total tender price per week (Seven days) or part thereof subject to a maximum limit of 10% of the value of the each of the item tender as liquidated and ascertained damages. IMU shall have the right to determine what the "amount payable/corresponding payment" for any step/activity is, and while the Successful Bidder has a right to represent/clarify, IMU's determination of the same shall be final without prejudice to the Successful Bidder's rights to seek alternative remedy through arbitration/Courts.

2.5 Payment Terms.

- 2.5.1 The Tax Invoice raised by the supplier must be in compliance of relevant GST acts, rules & notifications made there under and should bear the IMU- NMCGST Registration no. 27AAAAI2610K1ZX. The rate and amount of CGST, SGST, IGST and GST (Compensation to state) cess, related to supply of goods, shall be shown separately in tax invoice for each item of supply.
- 2.5.2 **Statutory Variation.** If there is any statutory change in CGST & SGST or IGST within contractual delivery period, the same shall be admissible and will be paid at actual

based on the documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible.

- 2.5.3 20% payment will be released after submission of 120 hours of usable video, based on the certification received from program Co- ordinator. (Video of Mumbai & Chennai will be considered separately).
- 2.5.4 Any other statutory compliance will be adhered accordingly.
- 2.6 **Anti-Profiteering Rules of GST.** The bidder should strictly adhere to Anti-Profiteering Rules of GST.
- 2.7 **Ownership of License:** Licenses for all the software including Anti-Virus supplied along with the equipment under the scope of supply shall be in the name of Indian Maritime University. All documents and reports prepared or obtained in performing the Simulator shall become and remain the property of IMU.
- 2.8 Secrecy. The service provider/successful bidder shall not share any content of video recording or finalised video with any other agency or any person, violation of this clause will be considered as breach of the agreement. The service provider shall not transfer any part or share of his responsibilities directly or indirectly to any person whomsoever without the written consent of IMU.

2.9 Force Majeure.

- 2.9.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.9.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 2.9.3 If a Force Majeure situation arises, the Supplier shall promptly notify the IMU in writing of such conditions and the cause thereof. Unless otherwise directed by the IMU in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.10 **Indemnity:** The selected bidder shall indemnify IMU from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:-
- 2.10.1 Negligence or wrongful act or omission by the Selected Bidder or its team or any Agency/ Third Party in connection with or incidental to this Contract;
- 2.10.2 Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this contract by the Selected Bidder, its Team or any Agency/ Third Party.
- 2.10.3 The indemnity shall be to the extent of 100% of project cost in favour of the IMU.

- 2.11 **Arbitration & Jurisdiction.** In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to resolve such differences, disputes, claims or questions by mutual discussion and failing such settlement, the same shall be referred for arbitration by a sole Arbitrator appointed by IMU. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or re-enactment thereof for the time being in force and shall be held in Navi Mumbai. In case the Arbitration award is not acceptable to either of the parties, they may approach courts having jurisdiction at Navi Mumbai only.
- 2.12 **Applicable Law.**The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction of Mumbai courts only.

2.13 Bidder's Representations and Warranties.

The selected bidder has to confirm to the IMU that:-

- 3.13.1 He has the capability to duly perform its obligations in accordance with the terms of the tender and to the satisfaction of the IMU.
- 3.13.3 Bidder shall abide by all laws of the land including, Companies Act, Taxation laws, and all other statutory and other obligations applicable to this contract for supply and IMU will not be responsible non-compliance, if any, by the supplier, in any way what-so-ever.
- 2.14 The recorded video or edited video should not contain any watermarks of vendor details.
- 2.15 The recorded video / edited video to be handovers to IMU in a standard external storage derive.
- 2.16 The vendor need to provide the final video in a medium and high quality HD format.
- 2.17 All the recorded raw data be handed over to IMU before completing the contract.
- 2.18 The vendor should not put any file protection with password on final videos.
- 2.19 All the recording & editing software used for creating final video should have proper licensing permission. In future any kind of bug or supporting issues should not be raised. Vendor should take care of such issues.
- 2.20 Any pictures or images, logos created during the contract are handed over to IMU.
- 2.21 Vendor should be able to provide the final video in required format.

ANNEXURE I

TECHNICAL SPECIFICATIONS

- 1. Set up for recording may include one or more cameras, lenses, lights, lapel mic and atleast a team of two people with a minimum of 08 hours per shift per day.
- 2. Vendor should be able to arrange multiple teams at each location (Mumbai & Chennai) for recording videos simultaneously.
- 3. The videos are to be recorded in HD quality with clear audio.
- 4. The bidder shall have all the necessary recording and editing equipment's and should possess at least 4 HD Video recording cameras. .
- 5. Bidder should have trained personnel on his pay roll who can handle cameras and edit the videos as per the requirements of IMU.
- 6. Bidders who have Registered Office either in Mumbai or in Chennai shall only be considered. However, preference will be given to those who have offices at both the locations.
- 7. Bidders are required to record the videos at IMU-Navi Mumbai Campus and IMU-Chennai Campus, suitable equipment have to be provided by the bidder at both the campuses. Only space with AC and Electrical Points will be provided by the campuses.
- 8. Bidder has to arrange transportation for their crew between locations i.e. Mumbai and Chennai, if required. Boarding and lodging charges of the crew shall be borne by the bidder only.
- 9. The recorded videos are to be edited within two working days. Editing includes but not limited to mixing of videos if more than one camera is used, color correction, addition of titles/slides removal of pauses, fumbles, background noise, etc.

Annexure II

(Technical Bid-Cover 1)

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

Tender for "Videography for online classes at IMU-Navi Mumbai & IMU Chennai Campus"

Ref: IMU-NMC/PUR/2024-25/42 dated 06.06.2024

From

Name & Address of the Bidder

Ph: Email:

To Assistant Registrar (Admin), IMU, Navi Mumbai Campus, (T S Chanakya) Karave, Nerul, Navi Mumbai-400 706

Dear Sir,

We hereby submit our Technical Bid for "Videography for online classes at IMU-Navi Mumbai & IMU Chennai Campus".

1. Compliance Statement.

| Sl. No | Item Description | Compliance to Specification Yes/No |
|-----------|----------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 1 | Whether the bidder could provide the videography service as per the technical specification given in Annexure-I as per NIT | |

2. Experience in the business of providing Similar Supply Since F.Y. 2021-22, 2022-23 and 2023-24 or earlier.

| Sl No | Eligibility Criteria Details | Bidders Confirmation |
|-------|-----------------------------------------------------------------------------------------------------------|-------------------------|
| 1 | Whether in the business of Providing Similar Supply Since F.Y. 2021-22 or earlier & meet this eligibility | |
| | criteria (Yes / No) | |

| a) | Since when | |
|---------|--------------------------|----------|
| b) | Mode of Proofs enclosed: | Page No. |
| (i) | | |
| (ii) | | |
| (iii)** | | |

^{** -} May add more rows as required

3. A similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five financial years (2019-20 to 2023-24):

| Sl. No | Eligibility Criteria Details | Bidders Confirmation |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| A | The Bidder should have satisfactorily completed "Similar service" with minimum value specified in any one of the three set of values (a or b or c) carried out during the last any one of the five financial years (2019-2020 to 2023-2024) (Yes / No) | |
| a) | At least one similar supply with a minimum value of Rs. 44 Lakhs (80% of Bid value): (Yes / No) | |
| b) | At least two Similar Supply with a minimum value of Rs. 27.5 Lakhs (50 % of Bid value) (Yes / No) | |
| c) | At least three Similar Supply with a minimum value of Rs.22 Lakhs (40% of Bid value.) (Yes / No) | |

4. Minimum Average Annual turnover.

| Sl. No. | Eligibility Criteria Details | Bidders Confirmation | |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------|
| (i) | The Bidder should have an average annual turnover of at least Rs.1 Crores during past 5 financial year's i.e. 2018-19 to 2022-23. (Yes / No) | | |
| | Year / Proof enclosed | Turnover | Page No. |
| (ii) | 2018-19 | | |
| (iii) | 2019-20 | | |
| (iv) | 2020-21 | | |
| (v) | 2021-22 | | |
| (vi) | 2022-23 | | |

Other Eligibility Criteria & Essential requirements and details.

| Sl. No. | Particulars | Bidders Confirmation / Details | Details of Proof Enclosed | Page No. |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 5. | The bidder should submit the copy of Income Tax return for last three financial years i.e. 2020-21, 2021-22& 2022-23 (Assessment year 2021-22, 2022-23&2023-24) [YES / NO] | | Copy Income tax Returns. | |
| 6. | Whether the Bidder have a valid PAN and GST Registration [YES / NO] | | Copy of PAN & GST Registration Certificate enclosed | |
| 7. | The Bidder should not have been blacklisted or debarred from bidding for any government or central government autonomous organisation. [YES/NO] | | Self-declaration to this effect. | |
| 8. | Vendor Should have a registered office either in Mumbai or Chennai. However preference will be given to the vendors having their registered office both at Mumbai & Chennai. | | Proof of Registration of the bidder under relevant law such as Companies Act, and /or Shop & Establishment Act and Electricity bill or GST Registration Certificate | |
| 9. | Whether the Bidder has attached an EMD for Rs.1,10,000/-in the form of Demand Draft | | Original DD No enclosed with technical bid | |
| | [YES/NO] | | | |
| 10. | Name, Designation, Address and Telephone Number of Authorized person(s) of Agency/ Firm | | | |

| Type of the Organisation (Sole | |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proprietorship/Partnership/Pvt Ltd Co / | |
| Public Ltd Co. etc. | |
| Name of the Authorised Signatory with | |
| Designation | |
| Address of the Bidders | |
| Email Address | |
| Contract Numbers | |
| Any other Remarks from | |
| Bidders: | |
| | |
| Specific site preparation / site | |
| infrastructure required for effective | |
| functioning of equipment required (Yes/ | |
| No). If yet to be detailed in this column | |
| or to be enclosed. | |
| | |
| | Proprietorship/Partnership/Pvt Ltd Co / Public Ltd Co. etc. Name of the Authorised Signatory with Designation Address of the Bidders Email Address Contract Numbers Any other Remarks from Bidders: Specific site preparation / site infrastructure required for effective functioning of equipment required (Yes/No). If yet to be detailed in this column |

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

Declaration

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

| Date: | Signature | with | Seal | of | Authorized |
|--------|-----------|------|------|----|------------|
| | Signatory | | | | |
| Place: | | | | | |

Annexure III

BIDDER MEMORANDUM & UNDERTAKING

[to be signed enclosed with technical bid by the bidder.]

1. General Description:

Tender for "Videography of online classes at IMU-NMC & IMU-Chennai Campus"

Tender:- IMU-NMC/PUR/2024-25/42 dated 06.06.2024

- **2.** Period of Contract One year, extendable upto three years on satisfactory work completion.
- **3.** Forfeiture of Earnest Money Deposit & Undertakings by the Bidder
 - a) Should this tender be accepted in whole or in Part, I / we here agree to terms and abide and fulfil all conditions annexed hereto and all the terms and provisions contained in the all parts of the tender documents so far as applicable and/or in default thereof the EMD paid by me will be forfeited in favour of IMU Navi Mumbai Campus.
 - b) To execute all the supply and services referred to there in the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered by IMU Navi Mumbai Campus.
 - c) This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake to abide by the all the terms and conditions laid down in the tender/bid documents.
- 4. I/We abide by all the laws and statutory provisions applicable to the contract.

| SIGNATURE |
|----------------------|
| FOR AND ON BEHALF OF |
| DATE |

Annexure IV

PRICE BID (Cover II) FORM OF TENDER

Note: This Memorandum forms part of the Tender must be on the letterhead of the bidder, duly filled in, signed & sealed and enclosed along with the Tender.

| Го | |
|-----------------------------------|-------------------------------------------------------------|
| Assistant Registrar (Admin), | |
| IMU, Navi Mumbai Campus, | |
| (T S Chanakya) | |
| Karave, Nerul, | |
| Navi Mumbai-400 706 | |
| TVAVI IVIAIIIOAI-400 700 | |
| Ref: Tender IMU-NMC/PUR | /2023-24/42 dated 06.06.2024 |
| Sir, | |
| WHEREAS | who are official producers / |
| | rs, ofdo |
| hereby authorize _ | |
| located at | to submit a bid and sign Tender with you for |
| | Products supplied by us, for the quantities, specifications |
| | by the technical specifications associated with the above |
| Invitation for Bids: | |
| | uarantee and warranty and annual maintenance support, |
| availability of spares for the | period covering warranty and comprehensive/non- |
| comprehensive annual maintenance | ce contract period from the date of submission of the |
| tender. | |
| | |
| SIGNATURE | |
| FOR AND ON BEHALF OF | |
| DATE | ••••• |
| | |
| PRICE BID | |
| "Supply of service of videogra | phy for online classes" at Indian Maritime University |
| | cument complying with all the conditions stipulated in |
| <u> </u> | nents including its annexure and schedules. |
| various parts of the tender docum | ients merdanig its annexare and senedates. |
| Detailed Price Bid is enclosed as | Schedule 1 |
| _ | Yours faithfully, |
| Date: | |
| Place: | Signature with Seal of Authorized Signatory |

PRICE BID

SCHEDULE 1

"Videography for online classes at IMU Navi Mumbai Campus and IMU Chennai Campus" as per the tender document complying with all the conditions stipulated in various parts of the tender documents including its annexure and schedules.

Ref: Tender No. IMU-NMC/PUR/2024-25/42 dated 06.06.2024

| Sr. No. | Name of the Service | Number of Hours of final recorded video | Rate per hour | Total Amount* |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------------|------------------|
| 1. | Videography for online classes at IMU Navi Mumbai Campus (including all necessary equipments, video recording, video editing, travelling and other arrangements of the crew if travelling from inside/outside city and applicable taxes) | 360 | | |
| 2. | Videography of online classes at IMU Chennai Campus (including all necessary equipments, video recording, video editing, travelling and other arrangements of the crew if travelling from inside/outside city and applicable taxes) | 240 | | |
| | | Grand To | otal (1+2) | |

The rates quoted above should *inclusive of basic price*, *transportation and any other charges* and inclusive of applicable GST and any cess on GST. L1 bidder will be decided on Grand Total.

| Signature | |
|-----------|--|
| Name | |
| Place: | |
| Date: | |

Authorized Signature with seal