

# INDIAN MARITIME UNIVERSITY (A Central University Govt. of India) East Coast Road, Semmencherry, Sholinganallur PO, Chennai - 600 119

Tel: (044) 2453 9020, Fax: 2453 0342

Tender No. IMU-HQ/R/70/17/1/2020-PUR

13.06.2020

# NOTICE INVITING TENDER FOR ANNUAL RATE CONTRACT FOR PUBLICATION OF ADVERTISEMENTS IN NEWSPAPERS AT DAVP RATES

Sealed Tenders in Two bid system are invited from reputed and established Service Providers for "Providing Advertising Service, from Agencies accredited by Indian Newspaper Society (INS), for publication of advertisements in all leading National/Regional Newspapers at DAVP rates at Annual Rate Contract, to Indian Maritime University, Headquarters and its Campuses, initially for a period of One year. Extendable for another two years based on satisfactory performance in each extended year".

Bidders are advised to study the Tender Document (including all Sections, Annexures and Schedule etc.,) carefully. Submission of Tender shall deem to have been done after careful study and examination of the Tender Document with full understanding of its implications. The Tender Document can be downloaded at free of cost from CPP Portal of Govt. of India i.e. <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> from 14.06.2020 onwards. The last date for receiving tender vide CPP portal is 03:00 PM (Server Time) on 04.07.2020.

REGISTRAR

# INDIAN MARITIME UNIVERSITY Invites Online Bids through CPP e-procurement

**Portal** by **Two Bid System** for "Providing Advertising Service, from Agencies accredited by Indian Newspaper Society (INS), for publication of advertisements in all leading National/ Regional Newspapers at DAVP rates at Annual Rate Contract, , to Indian Maritime University, Headquarters and its Campuses, initially for a period of One year. Extendable for another two years based on satisfactory performance in each extended year".

- 1. Manual Bids shall not be accepted.
- 2. Earnest Money Deposit (EMD)

| Brief Description of Item                                     | Amount in INR                           |
|---|---|
| "Providing Advertising Service Agencies accredited by Indian  |   |
| Newspaper Society (INS) for publication of advertisements in  | Rs.1,00,000.00                          |
| all leading National/Regional News Papers at DAVP rates       | , |
| initially for a period of one year at Annual Rate Contract to |   |
| Indian Maritime University, Headquarters and its Campuses".   |   |

Scanned copy of Demand Draft drawn in favour of "Indian Maritime University", Payable at Chennai, to be uploaded Online and Hard Copy of same must be sent to 'The Registrar, Indian Maritime University, Headquarters, East Coast Road, Semmencherry, Sholinganallur Post, Chennai-600 119', on or before last date of Bid Submission & Time as mentioned in Tender Abstract.

- 3. Bidder may also download the Bidding Documents from the CPP Portal of Govt. of India i.e. <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. Bidders shall ensure that their Bids, complete in all respect, should be uploaded Online in the CPP Portal before the closing date and time as indicated in Tender Abstract.
- 4. Bids shall submitted online CPP be only at website: http://eprocure.gov.in/eprocure/app. Tenderers/ Bidders are advised to follow the general instructions for the e-submission of the Bids online through the Public Procurement Portal for e-Procurement Central at http://eprocure.gov.in/eprocure/app.
- 5. Tenderers who have downloaded the tender, shall not tamper/modify the

# tender form including the downloaded price bid template in any manner.

In case, if the same is found to be tempered/ modified in any manner, such tender will be completely rejected and EMD would be forfeited and Tenderer is liable to be banned from doing business with Indian Maritime University.

- 6. Intending Tenderers are advised to keep visiting the Portals mentioned above for any Corrigendum / Addendum/ Amendment etc., issued if any.
- 7. Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the Official concerned in the Purchase Section, IMU HQ, latest by the last date of bid submission or as specified in the tender documents. The details of the Demand Draft, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

# **TENDER ABSTRACT**

| 1  | Title                          | : | "Providing Advertising Service, from      |
|----|--------------------------------|---|---|
|    |                                |   | Agencies accredited by Indian Newspaper   |
|    |                                |   | Society (INS), for publication of         |
|    |                                |   | advertisements in all leading National/   |
|    |                                |   | Regional Newspapers at DAVP rates at      |
|    |                                |   | Annual Rate Contract, to Indian Maritime  |
|    |                                |   | University, Headquarters and its          |
|    |                                |   | Campuses, initially for a period of One   |
|    |                                |   | year. Extendable for another two years    |
|    |                                |   | based on satisfactory performance in each |
|    |                                |   | extended year"                            |
| 2  | Notice Inviting Tender No.     | : | IMU-HQ/R/70/17/1/2020-PUR dated           |
|    |                                |   | 13.06.2020                                |
| 3  | Tender document download       | : | 10:00 hrs on <b>14.06.2020</b>            |
|    | date                           |   |   |
| 4  | Last date and time for receipt | : | 17.00 Hrs on <b>04.07.2020</b>            |
|    | of bids                        |   |   |
| 5  | Date and time for opening of   | : | 10.00 Hrs on <b>06.07.2020</b>            |
|    | Technical bid                  |   |   |
| 6  | Date and time for opening of   | : | To be intimated later                     |
|    | Financial bid (for Technically |   |   |
|    | qualified bidders )            |   |   |
| 7  | Period of contract             | : | For One year, extendable upto Three       |
|    |                                |   | Years, on year to year basis, at the same |
|    |                                |   | Rates and Terms and Conditions.           |
| 8  | Validity of tender offers      | : | 120 days from date of opening of          |
|    |                                |   | Technical Bid                             |
| 9  | Estimated cost of Tender       | : | Rs.50,00,000/- (Approximate)              |
| 10 | EMD Amount                     | : | Rs.1,00,000/- in form of Demand Draft of  |
|    |                                |   | any Nationalized / Scheduled Bank having  |
|    |                                |   | any Nationalized / Scheduled Bank Having  |

|    |                                 |   | Indian Maritime University, Headquarters, |  |
|----|---------------------------------|---|---|--|
|    |                                 |   | payable at Chennai - 600119.              |  |
| 11 | Security Deposit (for finalized | : | 10% of the contract value in the form of  |  |
|    | bidder only)                    |   | Demand Draft/ Irrevocable Bank            |  |
|    |                                 |   | Guarantee of any Nationalized/ Scheduled  |  |
|    |                                 |   | Bank having branch at Chennai.            |  |
| 12 | Address for Submission of       | : | Registrar,                                |  |
|    | Tender                          |   | Indian Maritime University                |  |
|    |                                 |   | Headquarters ,                            |  |
|    |                                 |   | East Coast Road ,                         |  |
|    |                                 |   | Semmencherry,                             |  |
|    |                                 |   | Sholinganallur (PO),                      |  |
|    |                                 |   | Chennai-600 119                           |  |
|    |                                 |   | Tel:044- 2453 9020                        |  |
|    |                                 |   | Email: registrar@imu.ac.in                |  |

# **INDIAN MARITIME UNIVERSITY**

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# 1. About Indian Maritime University:

The birth of Indian Maritime University is a long cherished dream of the maritime community of India. The Indian Maritime University, established through an Act of Parliament (Act 22) in November, 2008 as a Central University and headquartered at Semmencherry, Sholinganallur PO, Chennai-600119, is poised to play a key role in the development of trained human resource for the maritime sector.

# 2. The following are the objectives of the University:

- 2.1. To facilitate and promote maritime studies, training, research and extension work with focus on emerging areas of studies like oceanography, maritime history, maritime laws, maritime security, search and rescue, transportation of dangerous cargo, environmental studies and other related fields, and also to achieve excellence in these and connected fields and other matters connected therewith or incidental thereto.
- 2.2. To promote advanced knowledge by providing institutional and research facilities in such branches of learning as it may deem fit and to make provisions for integrated courses in Science and other key and frontier areas of Technology and allied disciplines in the educational programmes of the University;
- 2.3. To take appropriate measures for promoting innovations in teaching-learning process, inter- disciplinary studies and research; and to pay special attention to the promotion of educational and economic interests and welfare of the people of India;
- 2.4. To promote freedom, secularism, equality and social justice as enshrined in the Constitution of India and to act as catalyst in socio-economic transformation by promoting basic attitudes and values of essence to national development; and
- 2.5. To extend the benefits of knowledge and skills for development of individuals and society by associating the University closely with local, regional and national issues of development.

# 3. **Scope Of Work:**

- 3.1. IMU Headquarters and Campuses issues a large number of advertisements in several leading National/Regional News Papers in connection with Tenders, Common Entrance Tests, Common Recruitment Tests, starting of new courses, Convocation, Foundation Day and other important functions of the University. The Average value of the advertisements issued by IMU on the whole, over a period of last Three years would be approximately workout to Rs. 50 lakhs. However, depending upon IMU's requirements, the cost of advertisements issued may drastically vary upwards from year to year.
- 3.2. To publish Display/ Classified Display / Tender Notice/ etc. in English/ Hindi and regional languages of all nature in the local newspapers, national newspapers or at international level.
- 3.3. To follow the requirements of the buyer in respect of the newspapers chosen as well as publication.
- 3.4. To do all related work such as spelling correction, grammar checking, composing economically, flawless layout, artwork etc. for the advertisement release and to adhere to the timeline of release.
- 3.5. The tender is intended to select an Advertising Agency which can offer the highest discount on DAVP rates for release of advertisements as per IMU's approved specifications and in the specified editions of National/ Regional Newspapers on the specified date(s) and within the first 10 pages of the Newspapers and as far as possible on the odd numbered pages. Any deviation from the above must have the prior written concurrence of IMU. IMU will enter into a service contract initially for One year, extendable on satisfactory performance one year at a time upto a maximum of Three years at the same quoted discount price.

# 4. Special Instructions to Bidders:

The Indian Maritime University (hereinafter referred to as the Buyer or IMU) invites sealed tenders for "Providing Advertising Service, from Agencies accredited by Indian Newspaper Society (INS), for publication of advertisements in all leading National/Regional Newspapers, at DAVP rates at Annual Rate Contract, for Indian Maritime University, Headquarters and its Campuses initially for a period of One year. Extendable for another two years based on satisfactory performance in each extended year" under Two Bid System.

| Type of Tender | Two Bid System |               |  |
|----------------|----------------|---------------|--|
|                | 1.             | Technical Bid |  |
|                | 2.             | Price Bid     |  |

Overall Scope and objective of this Tender is to select a successful Bidder for "Providing Advertising Service, from Agencies accredited by Indian Newspaper Society (INS), for publication of advertisements in all leading National/ Regional Newspapers at DAVP rates at Annual Rate Contract, to Indian Maritime University, Headquarters and its Campuses initially for a period of One year. Extendable for another two years based on satisfactory performance in each extended year".

# 4.1. **EMD and Tender Fees**:

| Sl.No. | Particulars                 | Supporting document           |
|--------|-----------------------------|-------------------------------|
| 1      | Tender documents can be     | Nil                           |
|        | downloaded at Free of cost. |                               |
| 2      | Bidder must have            | Demand Draft from any         |
|        | submitted EMD for           | Nationalized/ Scheduled Banks |
|        | Rs.1,00,000.00 (Rupees      | having branches at Chennai.   |
|        | One Lakh only)              |                               |

#### 4.2. 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 be considered for further evaluation. The offer will be rejected if the Bidder does not fulfill any one of the mandatory qualification criteria.

| SI. | Eligibility Criteria                       | Mode of Proof                         |
|-----|--|---------------------------------------|
| No. |  | (Duly signed Scanned proofs           |
|     |  | to be enclosed)                       |
| 1.  | The Bidder should have full and            | Self-attested Copy of accreditation   |
|     | continuous accreditation with the Indian   | letter issued by INS showing that     |
|     | Newspaper Society (INS) for at least       | the Bidder had continuous             |
|     | the last 5 consecutive years since 2014-   | accreditation since 2014-15 or        |
|     | 15.  | earlier.                              |
| 2.  | The Bidder should have been in the         | Self-attested Copy of                 |
|     | panel of advertising agencies of at least  | Empanelment Order/Purchase            |
|     | any two of the following: Central          | Order/Contract for proving that       |
|     | Government/ State Governments/             | the bidder was in the panel of        |
|     | Union Territories/ Central or State        | advertising agencies of at least      |
|     | Public Sector Undertakings/ Port Trusts/   | two of the organization specified     |
|     | Central or State Universities, IITs, NITs, | above                                 |
|     | IIMs, Research Institutes or equivalent    |                                       |
|     | Autonomous Organizations/ Public           |                                       |
|     | Sector Banks/ Public Limited Companies     |                                       |
|     | during the last 3 years i.e. 2016-17,      |                                       |
|     | 2017-18 and 2018-19.                       |                                       |
| 3.  | The Bidder should have a functioning       | Self-attested copy of Property Tax    |
|     | head office or branch office in Chennai    | paid/ Rental Agreement/               |
|     | continuously during the last 3 years i.e.  | Electricity Bill paid for the office  |
|     | 2016-17, 2017-18 and 2018-19 with          | building in Chennai showing that      |
|     | adequate staff.                            | the Bidder has office in Chennai      |
|     |  | and (2) the list of the professionals |
|     |  | on roll with bidder's Chennai office  |
|     |  | during last 3 years, mentioning       |
|     |  | their name, designation, mobile       |
|     |  | no. email id, academic and            |
|     |  | professional qualifications and       |
|     |  | length of service must be self-       |

|    | T   |                                     |
|----|---|-------------------------------------|
|    |   | attested in their letter head].     |
|    |   | IMU's decision about the adequacy   |
|    |   | or otherwise of the proof furnished |
|    |   | in this regard shall be final.      |
| 4. | The average Annual Turnover of the        | Audited profit & loss account and   |
|    | bidder shall be at least Rs.1.00 Crore (1 | balance sheet for last Three        |
|    | Crore only) during the last Three years.  | years ending 31st March, 2019.      |
| 5. | The bidder should have a Solvency         | Valid Solvency Certificate issued   |
|    | Certificate of Rs. 10 Lakhs (Ten Lakhs    | against this tender.                |
|    | only) from Nationalized or Scheduled      |                                     |
|    | Bank.                                     |                                     |
| 6. | The bidder should not have been           | Self-attested certificate to that   |
|    | debarred from any Authority as            | effect.                             |
|    | mentioned in point 2 of Eligibility       |                                     |
|    | Criteria for the past Three years upto    |                                     |
|    | the closing date of submission of bids.   |                                     |
| 7. | The bidder should possess a valid Trade   | Self-attested photo copy of said    |
|    | License, PAN and GST/Sales Tax            | certificates.                       |
|    | Registration Certificate and should have  |                                     |
|    | an office at Chennai.                     |                                     |
| 8. | The bidder should submit the Income       | Self-attested Income Tax return     |
|    | Tax return for the last Three previous    | certificates.                       |
|    | years ending 31st March, 2019.            |                                     |
| 9. | The average annual value of the           | Self-attested copies Work Order/    |
|    | advertisements (DAVP as well as non-      | Invoices.                           |
|    | DAVP) released through the Bidder         |                                     |
|    | during the financial years i.e. 2016-17,  |                                     |
|    | 2017-18 and 2018-19 shall be at least     |                                     |
|    | Rs. 50,00,000/- (Fifty Lakhs only).       |                                     |
|    | ı   |                                     |

4.3. 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.
- 4.4. 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 may insist on notarized copy or ask to produce originals to ascertain the veracity of the documents. IMU also reserves the right to ask for more proof to corroborate the eligibility declarations.
- 4.5. The Contractors/ Bidders should follow the below guidelines for their e-submission of the bids online through this eProcurement Portal (i.e.CPP Portal) (for details on online submission of Bids please see Annexure K):
  - a) Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra CA/ GNFC/ IDRBT/ MtnlTrustline/ SafeScrpt/ TCS.
  - b) Bidder then logs into the portal giving the user id / password chosen during enrollment.
  - c) The e-token that is registered should be used by the bidder and should not be misused by others.
  - d) DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
  - e) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

- f) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- g) The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- h) If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidders should take into account the corrigendum published before submitting the bids online.
- i) Bidders, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/ XLS/ RAR/ DWF formats. If there is more than one document, they can be clubbed together.
- j) Bidders should arrange for the EMD as specified in the tender. The original should be posted/ couriered/ given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- k) The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- m) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained

- and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- n) It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- o) In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
- p) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- q) The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- r) At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the etoken of the bidder and then submitted.
- s) After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- t) Successful bid submission from the system means the bids as uploaded by the bidder are received and stored in the system. System does not certify for its correctness.

- u) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- v) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- w) All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- x) During transmission of bid documents, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- y) The bidders are requested to submit the bids through an online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock). Offline documents submitted for the bidding will not be considered.
- z) Bidders Manual Kit (Annexure I) is enclosed for the e-submission of bids in the CPP Portal.

# 5 **General Instructions to Bidders:**

# 5.1 Response to queries and issue of amendments:

- 5.1.1 IMU will respond to any valid request for clarification, received one week prior to the last date for submission of tender. IMU's decision is final and binding with regard to interpretation of terms used or other tender contents.
- 5.1.2 IMU may, for any reason, suo-motu or in response to a clarification by a prospective bidder or bidder, modify the tender documents by Amendments (through Addenda / Corrigenda etc.)
- 5.1.3 Any such Amendments will be informed to all the participants in the pre-bid meeting besides hosting on IMU website / CPPP Portal. All the bidders who had downloaded the Bid Document shall verify, whether any such amendments have been issued by IMU, 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.
- 5.1.4 Any such corrigendum/addendum shall be deemed to be part or incorporated into this Notice Inviting Tender (NIT).
- 5.1.5 In order to provide prospective bidders reasonable time for taking the Corrigendum / modifications into account, IMU may, at its discretion, extend the last date for the receipt of Bids. However, no such request in this regard shall be binding on IMU.
- 5.1.6 It is the responsibility of the bidder to check the websites noted above time to time for updates.

# 5.2 **Completeness of Tender:**

The Bidder is expected to examine all instructions, forms, terms and conditions and deliverables 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.

# 5.3 **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 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, due to any reason whatsoever and at any stage of the tender (IMU is not responsible, if there is a cancellation even after price bid opening).

# 5.4 Language of Proposal & Correspondence:

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

#### 5.5 **Tender Validity:**

- 5.5.1 Tenders shall remain valid for 120 days from the last date for submission of tender. A proposal valid for a shorter period may be rejected by IMU as being non-responsive. During the period of validity of Proposals, the terms and conditions mentioned shall not change and any such request may lead to denial of the award.
- 5.5.2 In exceptional circumstances, prior to the expiry of the original tender validity period, the IMU 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. 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 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.

# 5.6 **IMU's Right to accept and to reject any or all proposals:**

Notwithstanding anything else contained to contrary in this Tender Document, IMU 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.

# 5.7 **Rejection of Bids:**

The bids will be rejected on following grounds:

- a) If any of the eligibility criteria as per the qualification criteria is not met.
- b) EMD not submitted.
- c) If tender terms and conditions are not met.
- d) If bidder gives wrong information in the bid.
- e) Canvassing in any form in connection with the bids.
- f) If the bid is incomplete /partial bid/ conditional/unclear in any form.

#### 5.8 **Bid Evaluation:**

5.8.1 The information furnished by the bidder in the prescribed Format supplied by the IMU- Headquarters will form the basis for the evaluation. In exceptional cases IMU- Headquarters or his representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IMU- Headquarters, information and documents supplied in support of the tender do not indicate meeting the

- requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU-Headquarters.
- 5.8.2 The price bid will be evaluated only in respect of bidders who possess ALL the Eligibility Criteria laid down in *Annexure B*.
- 5.8.3 The tender for providing Advertisement Service Agency should maintain the quoted discount on DAVP rate for the entire contract period on Annual Rate contract.
- 5.8.4 As provided in the price bid format (Annexure-I), the prospective bidders have to quote discounted DAVP rates and the bidder who quotes the highest discount on DAVP rates (in %) will be awarded the work subject to other terms and conditions of Tender for Annual Rate Contract.
- 5.8.5 In case of tie (or) more than one bidder has quoted the same discount on DAVP rates (in %), then all such bidders will be included in the panel and IMU will be at liberty to release advertisements through any one or more of the empanelled agencies depending on their performance & its Annual Turn Over.
- 5.8.6 The discount on DAVP rates quoted will remain the same regardless of the increase/ decrease in the estimated value.

# 5.9 **Earnest Money Deposit (EMD):**

5.9.1 Tender should be accompanied by an Earnest Money Deposit (EMD) for an amount of Rs.1,00,000/- (Rs. One Lakh only) in the form of Demand Draft from any Scheduled (Nationalized Bank / Scheduled Bank ) Commercial Banks drawn in favour of "Indian Maritime University", Payable at Chennai. No other form/ mode of deposit towards Earnest Money shall be accepted. Tenders without the Earnest Money Deposit in the manner prescribed by the IMU will be summarily rejected. However, exemption from EMD may be

considered by IMU only upon a written request enclosed with the technical bid duly enclosing the relevant and valid exemption certificates from MSME/NSIC. No exemption from payment of EMD is available to any bidder for any other reason whatsoever.

5.9.2 The EMD of all unsuccessful bidders would be refunded by IMU within 90 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.

# 5.10 **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.

# **Technical Bid**

- 5.10.1 Scanned Copy of Earnest Money Deposit.
- 5.10.2 Scanned and Signed Copy of duly filled Technical Bid Format (Eligibility Criteria Evaluation) (<u>Annexure B</u>) with all the documents stated in the eligibility criteria, Supplier Authorization Letter & other Annexures (<u>Annexure-A</u>, C, D, E, F, G, H & J) along with supporting documents in evidence of the data filled in Technical Bids and any other Documents / Enclosures / Schedules / Annexures etc. stated in the Tender Document.

#### **Price Bid:**

5.10.3 [Upload Online in prescribed Format as per the Schedule of Bidding Document]. Price Schedule as per Format (Annexure-I) is to be filled up with all the details and the discounted quoted DAVP rates must be valid for One year from date of issue of Work Order. A Bidder, who does not fulfill any of the above requirements and / or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above.

# 6 Terms and Conditions for Bidders:

6.1 **Execution of Agreement:** The successful bidder has to enter into an agreement with IMU 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.200/-.

# 6.2 **Termination Clause:**

- 6.2.3 In the event of the breach of any of the provisions of contract by the supplier, IMU shall have the right to terminate the tender summarily, at any stage.
- 6.2.4 In the event of IMU 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.
- 6.2.5 In the event of the insolvency / bankruptcy of the supplier IMU shall have the right to terminate the contract summarily and to purchase in the open market any Goods / Services covered by the contract. In this case, the supplier shall be liable for any excess in the price paid, for any such purchases over the tender price.

# 6.3 **Security Deposit:**

6.3.1 The supplier shall be required to submit the Security Deposit in the form of Demand Draft / Irrevocable Bank Guarantee, issued by any

- Nationalized / Scheduled Bank having branch at Chennai, for an amount of 10% of the Purchase Order value within 7 working days from the date of receipt of the Purchase Order and should be kept valid for a period of 90 days beyond the date of completion of contractual work.
- 6.3.2 Security Deposit will be refunded / returned without any interest only 90 days after successful completion of contractual work and after adjustment of dues if any to IMU or penalty imposed by IMU.
- 6.4 The contract between IMU and the successful bidder will be for the release of advertisements as per IMU's approved specifications and in the specified editions of National/Regional Newspapers on the specified date(s) and within the first 10 pages of the Newspapers and as far as possible on the odd numbered pages. Any deviation from the above must have the prior written concurrence of IMU.
- 6.5 IMU will forward the advertisement material to be published to the Advertising Agency via email for type-setting/designing and estimate for publishing in specified edition, size and date. The Advertising Agency should submit the proof along with the estimate to IMU for approval - normally within 24 hours if the advertisement contains only text material and within 48 hours if the advertisement contains text plus graphics. IMU may grant additional time based on the Advertising Agency's request depending on the merits of the case. IMU may or may not accept the type-setting/designing proposed and may seek one or more revisions within specified time limits, and the Advertising Agency shall comply with the same. In cases involving a lot of graphics, IMU may require a suitable employee to be deputed by the Advertising Agency to discuss the type-setting/design of the advertisement with the Vice Chancellor or the Registrar, and the Advertising Agency shall comply with the same. IMU will issue an release order of advertisement via email to the Advertising Agency before 6.00 PM for publication of advertisement in the next day's Newspaper.

- 6.6 IMU shall not pay any costs or incidental charges of any nature incurred by the Agency during the processes set out in (b) above or while issuing orders to the Newspapers, and the Advertising Agency shall bear the entire cost in this regard.
- 6.7 In the event of an emergency, the Advertising Agency shall make every effort to ensure that the advertisement is published in the specified newspapers at shorter notice than contemplated in (b) above. In the event of an emergency, IMU also reserves the right to release any advertisement directly to the newspapers without routing it through the Advertising Agency.
- 6.8 The IMU reserves the right to terminate the contract of Advertising Agency along with forfeiture of Security deposit, if the information furnished in the bid document is proved to be false or if the service provided by the Agency is found to be unsatisfactory or if the deadlines are missed without IMU's prior written concurrence or if the quality of the type-setting/design work is substandard or if the advertisements are given in Newspapers not authorised by IMU. However, a show-cause notice giving at least 7 days' time will be issued before such termination.
- 6.9 The Performance Security Deposit will be forfeited in the event of termination of the contract.
- 6.10 At any time, prior to the date of submission of Bids, IMU may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify bid documents by amendments. The amendments shall be notified in IMU's website www.imu.edu.in and these amendments will be binding on the agencies. In order to afford prospective agencies a reasonable time to take the amendment into account in preparing their bids, IMU may, at its discretion, extend the deadline for the submission of bids suitably.

- 6.11 The successful Service Provider will provide the sample of the advertisement to the buyer for approval before the publication. Also get the approval from the buyer for the same before 48 hours from the time of publication.
- 6.12 In case the complete/part of the text matter for advertisement is not legible and meaningful, the service provider shall obtain clarification from the buyer before the submission of the bid.
- 6.13 The agency must ensure that the matter of advertisement approved is exactly reproduced in the advertisement appearing in the newspaper(s).
- 6.14 Advertisement agency shall be accredited by Indian Newspaper Society (INS). Provisional or conditional accreditation shall not be accepted. Franchise is not permitted and bids submitted by franchise will not be entertained.
- 6.15 The service provider should have media and design facilities and translation facilities needed to prepare layouts for print media.
- 6.16 It is one of the main responsibilities of the service provider to ensure that all advertisements of the buyer would be placed prominently.

#### 6.17 **Period of Contract:**

Initially One year from the date of Award of contract and extendable on satisfactory performance, one year at a time for further period of Two years (1+1+1year), i.e. upto 2023, subject to the successful bidder maintaining the quoted discount on DAVP rate throughout the 3-year period. In other words, the discount on DAVP rate quoted by the bidder should be valid for up to Three years at the same terms and conditions mentioned in this tender at the sole discretion of IMU-HQ.

# 6.18 Liquidated Damages:

If the successful bidder fails to execute the work 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 Work 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.

#### 6.19 **Payment Terms:**

- 6.19.1 The contractor shall submit bills in respect of the services rendered by him to IMU HQ or IMU Campuses as the case may be on a calendar month basis with daily and monthly reports in the prepared format duly signed by the respective firm. The payment will be reimbursed within 30 days.
- 6.19.2 TDS will be recovered at the prevailing rates from the bills payable to the Contractor.
- 6.19.3 No advance payment against ensuring up-keeping bills will be made under any circumstances.
- 6.19.4 Necessary supporting documents in proof of the claims to be enclosed with the invoice.
- 6.19.5 For DAVP rate advertisements: Invoice will be raised for Publisher price [before agency discount/ commission] or DAVP rates whichever is less (minus) discount offered through price bid.
- 6.19.6 Invoice raised by the supplier must be in compliance with relevant GST acts, Rules & Notifications made there under and should bear the Address and GST No. of either IMU HQ or the Campus for whom services were rendered.

#### 6.20 **Anti-Profiteering Rules of GST:**

The bidder should strictly adhere to Anti-Profiteering Rules of GST.

# 6.21 **Settlement of Disputes:**

The Bidder shall make a request in writing to the Registrar, IMU-Headquarters for settlement of any dispute within 30 (Thirty) days of arising of the cause of dispute, failing which no disputes / claims shall be entertained by the IMU-Headquarters. The decision of IMU-Headquarters will be final and binding on the parties.

# 6.22 **Penalties for non-compliance to NIT:**

Penalties will be levied on the service provider for the violation of terms of the NIT as mentioned below:

# 6.22.1 **Major penalties:**

- 6.22.1.1 The following deficiencies may attract Major Penalties and will result in immediate termination of the services and would result in banning the service provider from participating tenders on IMU Headquarters and its Campuses:
  - a) No mandatory valid license/ registration of Service
     Provider with appropriate authority.
  - b) If found transferring/ subletting the service, partly of fully, to any other person/ firm/ corporation whatsoever.
  - c) Non-compliance of applicable rules and regulation of Central/ State Government.
  - d) If the contractor violates terms and conditions of this Tender a penalty of 2.0% of the work order amount will be recovered from their dues.

#### 6.23 **Force Majeure:**

Neither IMU-HQ nor the contractor shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force Majeure lasting continuously for a period of six months, the two parties shall consult with each other regarding the future implementation of the agreement.

# 6.24 **Arbitration & Jurisdiction:**

In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating here to or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavor 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-HQ. 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 Chennai. In case the Arbitration award is not acceptable to either of the parties, they may approach courts having jurisdiction at Chennai only.

# 6.25 **Applicable Law:**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to the place of jurisdiction of Chennai Courts only.

Note: All documents should be submitted in prescribed format

**REGISTRAR** 

# **Cover Letter Format**

(In letterhead to be Filled, Signed and Scanned copy)

Tenderers particulars for Tender no: IMU-HQ/R/70/17/1/2019-PUR

To
The Registrar
Indian Maritime University, Headquarters,
East Coast Road, Semmencherry, Sholinganallur PO,
Chennai-600 119.
Sir,

Being duly behalf of authorized to represent and act on hereinafter called "The Tenderer" examined the Scope of work, Conditions of Contract, Specification & Annexures for the work of "Providing Advertising Service, from Agencies accredited by Indian Newspaper Society (INS), for publication of advertisements in all leading National/ Regional Newspapers, at DAVP rates at Annual Rate Contract, for Indian Maritime University, Headquarters and its Campuses initially for a period of One year. Extendable for another two years based on satisfactory performance in each extended year"

I hereby undertake to abide by various terms and conditions contained in your TENDER No: IMU-HQ/R/70/17/1/2019-PUR.

We understand that IMU Headquarters reserves the right to,

- a) Amend the scope of tender;
- b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender;
- c) We agree that the IMU Headquarters will not be liable for any such action and will be under no obligation to inform the Tenderer of the grounds for such action;
- d) I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.

The bids are liable to be rejected in case of false declaration/information provided by the bidder.

I also express my willingness to sign the contract Agreement incorporating the Standard terms and special conditions of the contract as contained in the tender.

Yours Sincerely

# <u>ANNEXURE - B</u>

# Format for Eligibility Criteria Evaluation

(To be Filled, Signed & Scanned by bidder along with Scanned proofs)

| SI.<br>No. | Eligibility Criteria                            | Complied<br>(Y/N) If No give Reasons<br>for Non-Compliance | Supporting<br>Documents<br>(Page Nos.) |
|------------|---|--|--|
| 1.         | The Bidder should have full and continuous      |  |  |
|            | accreditation with the Indian Newspaper         |  |  |
|            | Society (INS) for at least the last 5           |  |  |
|            | consecutive years since 2014-15.                |  |  |
|            | Mode of Proof:                                  |  |  |
|            | Self-attested Copy of accreditation letter      |  |  |
|            | issued by INS showing that the Bidder had       |  |  |
|            | continuous accreditation since 2014-15 or       |  |  |
|            | earlier.  |  |  |
| 2.         | The Bidder should have been in the panel of     |  |  |
|            | advertising agencies of at least any two of the |  |  |
|            | following: Central Government / State           |  |  |
|            | Governments/Union Territories/Central or        |  |  |
|            | State Public Sector Undertakings/Port           |  |  |
|            | Trusts/Central or State Universities, IITs,     |  |  |
|            | NITs, IIMs, Research Institutes or equivalent   |  |  |
|            | Autonomous Organizations/Public Sector          |  |  |
|            | Banks/Public Limited Companies during the       |  |  |
|            | last 3 years i.e. 2016-17, 2017-18 and 2018-    |  |  |
|            | 19.   |  |  |
|            | Mode of Proof:                                  |  |  |
|            | Self-attested Copy of Empanelment               |  |  |
|            | Order/Purchase Order/Contract for proving       |  |  |
|            | that the bidder was in the panel of advertising |  |  |
|            | agencies of at least two of the organization    |  |  |
|            | specified above                                 |  |  |

| 3. | The Bidder should have a functioning Head          |  |
|----|--|--|
|    | office or Branch office in Chennai continuously    |  |
|    | during the last 3 years i.e.2016-17, 2017-18       |  |
|    | and 2018-19 with adequate staff.                   |  |
|    | Mode of Proof:                                     |  |
|    | Self-attested copy of Property Tax paid/           |  |
|    | Rental Agreement/ Electricity Bill paid for the    |  |
|    | office building in Chennai showing that the        |  |
|    | Bidder has office in Chennai and (2) the list of   |  |
|    | the professionals on roll with bidder's Chennai    |  |
|    | office during last 3 years, mentioning their       |  |
|    | name, designation, mobile no. email id,            |  |
|    | academic and professional qualifications and       |  |
|    | length of service must be self-attested in their   |  |
|    | letter head]. IMU's decision about the             |  |
|    | adequacy or otherwise of the proof furnished       |  |
|    | in this regard shall be final.                     |  |
| 4. | The average Annual Turnover of the bidder          |  |
|    | shall be Rs.1.00 Crore (One Crore Only)            |  |
|    | during the last 3 years.                           |  |
|    | Mode of Proof:                                     |  |
|    | Audited profit & loss account and balance          |  |
|    | sheet for last three years ending 31st             |  |
|    | March, 2019.                                       |  |
| 5. | The bidder should not have been debarred           |  |
|    | from any Authority as mentioned in point 2 of      |  |
|    | Eligibility Criteria for the past Three years upto |  |
|    | the closing date of submission of bids.            |  |
|    | Mode of Proof:                                     |  |
|    | Self-attested certificate to that effect.          |  |
| 6. | The bidder should have a Solvency Certificate      |  |
|    | of Rs.10 Lakhs (Ten Lakhs only) from               |  |
|    |  |  |
|    |  |  |

|    | Nationalized or Scheduled Bank.                 |  |
|----|---|--|
|    | Mode of Proof:                                  |  |
|    | The bidder should have a Solvency Certificate   |  |
|    | of Rs.10 Lakhs (Ten Lakhs only) from            |  |
|    | Nationalized or Scheduled Bank.                 |  |
| 7. | The bidder should possess a valid Trade         |  |
|    | License, PAN and GST/Sales Tax Registration     |  |
|    | Certificate and should have an office at        |  |
|    | Chennai.  |  |
|    | Mode of Proof:                                  |  |
|    | Self-attested photo copy of said certificates.  |  |
| 8. | The bidder should submit the Income Tax         |  |
|    | return for the last Three previous years ending |  |
|    | 31st March, 2019.                               |  |
|    | Mode of Proof:                                  |  |
|    | Self-attested Income Tax return certificates.   |  |
| 9. | The Average Annual Value of the                 |  |
|    | advertisements (DAVP as well as non-DAVP)       |  |
|    | released through the Bidder during the last     |  |
|    | Three financial years i.e. 2016-17, 2017-18     |  |
|    | and 2018-19 should be at least                  |  |
|    | Rs.50,00,000/- (Fifty Lakhs only).              |  |
|    | Mode of Proof:                                  |  |
|    | Self-attested copies of Work Orders/ Invoices.  |  |

The bids are liable to be rejected in case of failure to comply with any of the above requirements.

Signature:

# **Declaration Regarding Debarring**

(On company letterhead, to be Filled, Signed and Scanned copy)

| Ref. No.  | Date:                              |
|---|------------------------------------|
| То  |                                    |
| The Registrar,                                      |                                    |
| Indian Maritime University,                         |                                    |
| Headquarters , Semmencherry, Sholinganallur PO      | ,                                  |
| East Coast Road, Chennai – 600 119                  |                                    |
| Sub.: Declaration regarding debarring for tak       | king part in tender.               |
| Dear Sir,   |                                    |
| I / We  | Firm/Contractor/Manufacturer /     |
| Partner(s)/ Authorized Distributor /agent of M/s    |                                    |
| hereby declare that the firm/company namely M/s     | shas                               |
| not been debarred in the past by Union / State      | Government or organization from    |
| taking part in Government tenders in India.         |                                    |
| Or  |                                    |
| I / We  | Firm/Contractor/Manufacture /      |
| Partner(s)/ Authorized Distributor / agent of M/s.  | hereby                             |
| declare that the Firm/company namely M/s            | was                                |
| debarred by Union / State Government or any         | Organization from taking part in   |
| Government tenders for a period of                  | years w.e.f.                       |
| to The period is over o                             | onand now the                      |
| firm/company is entitled to take part in Governme   | ent tenders.                       |
| 2. In case the above information found false I/w    | e are fully aware that the tender/ |
| contract will be rejected/cancelled by the Indian I | Maritime University, Headquarters, |
| and EMD/ Performance Security shall be forfeited.   |                                    |
| 3. In addition to the above, Indian Maritime Uni    | versity, Headquarters shall not be |
| responsible to pay the bills for any completed / pa | artially completed work.           |
|   |                                    |

[Name & Signature with seal] for and on behalf of M/s.

# **ANNEXURE - D**

# **Details Regarding Similar Orders**

(To be Filled, Signed and Scanned copy)

| SI.<br>No. | Name of the Client | Nature of Job<br>(Enclosed<br>Purchase<br>Orders) | Value of<br>Purchase<br>Order | Date of<br>Commencement | Date of<br>Completion |
|------------|--------------------|---|-------------------------------|-------------------------|-----------------------|
|            |                    |   |                               |                         |                       |
|            |                    |   |                               |                         |                       |
|            |                    |   |                               |                         |                       |
|            |                    |   |                               |                         |                       |
|            |                    |   |                               |                         |                       |
|            |                    |   |                               |                         |                       |
|            |                    |   |                               |                         |                       |
|            |                    |   |                               |                         |                       |
|            |                    |   |                               |                         |                       |
|            |                    |   |                               |                         |                       |

**Mode of proof:** Copy of Purchase Order/Contract for providing 'Award of Work'. Copy of Completion Certificate'/Final Invoice/Letter indicating return of Security Deposit for providing satisfactory 'Completion of Work'.

| Signature:                         |
|------------------------------------|
| Name of Authorized Representative: |
| Date:                              |
| Place:                             |
| Seal:                              |

# **DETAILS REGARDING ANNUAL TURNOVER**

(To be Filled, Signed and Scanned copy)

| SI. No. | Financial | Annual Turnover |  |  |
|---------|-----------|-----------------|--|--|
|         | Year      | In Rupees       |  |  |
| 1       | 2016-17   |                 |  |  |
| 2       | 2017-18   |                 |  |  |
| 3       | 2018-19   |                 |  |  |

Place:

Date: Signature of the Tenderer with seal

# **CERTIFICATE**

# (PRE RECEIPT FOR REFUND OF EARNEST MONEY)

(To be duly Filled, Signed and Scanned copy)

# **FORMAT OF AGREEMENT**

(To be submitted on stamp paper of Rs.200/-) (To be duly Filled, Signed and Scanned copy)

| It is this day of2020 MUTUALLY AGREED between the IMU - HQ,                        |
|--|
| hereinafter referred to as "the Employer" (which expression shall mean and         |
| include their assignees and successors) on the one part $M/s$                      |
| a company/ incorporated under the companies Act,                                   |
| 1956 having its Registered office at hereinafter                                   |
| referred to as "the Contractor" (which expression shall mean and include their     |
| permitted assigns and successors) on the other part: WHEREAS the Employer is       |
| desirous that certain Goods and Services should be provided and certain Works      |
| be executed as per tender documents hereinafter called "The Works" and has         |
| accepted a Tender by the Contractor for the execution, completion and guarantee of |
| such works.  |

#### **NOW THIS AGREEMENT WITNESSES as follows:-**

- 1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,
- a) Technical and Financial bids
- b) Instructions to the Bidders
- c) Terms and Conditions of contract
- d) The work specified in the tender documents
- e) The Annexures
- f) The Purchase Order
- 2. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and guarantee the Works in conformity in all respects with the provisions of the contract.
- 3. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and guarantee of the works the contract price at the times and in the manner prescribed by the Contract.

- 4. The contract shall be governed by all the conditions as described in the terms and conditions of contract, work mentioned in the tender documents and any other conditions given in the tender documents.
- 5. This agreement shall be governed by the laws of India and shall be subject to the Jurisdiction of the Courts in Chennai only.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

# **SIGNED AND DELIVERED**

On behalf of the Contractor On behalf of Employer

Signature Signature

Name Name

Address Address

Official Seal Official Seal

Place Place Date Date

On behalf of the Contractor On behalf of the Employer

Witness: Witness:

i) Signature i) Signature

Name: Name:

Address: Address:

Place:
Date
Date:

ii) Signature ii) Signature

Name: Name:

Address: Address:

Place:
Date:
Date:

# **FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT**

| Bank Guarantee No:                | Date:          | Valid up to             |                         |
|-----------------------------------|----------------|-------------------------|-------------------------|
|                                   |                |                         |                         |
| То                                |                |                         |                         |
| The Registrar,                    |                |                         |                         |
| Indian Maritime University,       |                |                         |                         |
| East Coast Road,                  |                |                         |                         |
| Semmencherry, Sholinganallu       | ır PO,         |                         |                         |
| Chennai – 600 119.                |                |                         |                         |
| Sir,                              |                |                         |                         |
| In consideration of Indian Mai    | ritime Univers | ity Headquarters, hav   | ving its Office at East |
| Coast Road, Semmencherry,         | , Sholinganall | lur PO, Chennai – 6     | 500 119, Tamilnadu      |
| (hereinafter referred to as '     | "IMU)" which   | expression shall m      | ean and include its     |
| successors and assignees an       | d having an    | Order No                |                         |
| dated for _                       |                |                         | (hereinafter            |
| called "The Contractor") whic     | h expression   | shall include all the a | amendments thereto      |
| with                              |                | having its F            | Registered Office at    |
|                                   |                | _ (hereinafter refe     | erred to as "The        |
| Supplier"), which expressio       | n shall unles  | s repugnant to the      | context or meaning      |
| thereof, shall include all its su | ıccessors, adr | ninistrators, executor  | rs and assignees and    |
| IMU , having agreed that the      | Supplier shall | ll furnish the IMU He   | adquarters, a Bank      |
| Guarantee for of                  | (Rupees        |                         |                         |
| only) as per the terms of Ter     | nder documen   | t No                    | _ dated                 |
| and Order dated                   | ·              |                         |                         |
| We,                               | _ registered   | under the laws o        | of India having its     |
| registered/ head office at _      |                |                         | , (hereinafter          |
| referred to as the Bank) which    | ch expression  | shall unless repugna    | ant to the context of   |
| meaning thereof, include all i    | ts successors. | , administrators, exec  | cutors and permitted    |

assigns do hereby guarantee and undertake to pay immediately on first demand in writing and any/all monies to the extent of Rs. \_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_ only) without any demur, reservation, contest or protest and/or without any reference to the Supplier. Any such demand made by the IMU, on the Bank by serving return notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute pending before any Court, Tribunal, Arbitrators or any other Authority and/or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IMU, in writing. This guarantee shall not be determined, discharged or affected by liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operating against the Bank.

The Bank also agrees that IMU, of its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Supplier and notwithstanding any security or other guarantee that IMU, Chennai may have in relation to the Supplier's liabilities.

The Bank, further agrees that IMU, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extent time of performance by the said Supplier from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IMU, against the said the Supplier and forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier or for any forbearance, act or omission on the part of IMU, or any indulgence by IMU, to the said Supplier or any such matter or thing whatsoever which under the laws relating to the sureties would, but for this provision have effect of so relieving us.

The Bank further agrees that the guarantee herein contained shall remain in full force until \_\_\_\_\_ and all dues of IMU Headquarters, Chennai under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till IMU, discharges the guarantee in writing, whichever is earlier.

This guarantee shall not be discharged by any change in our constitution, in the

constitution of IMU, of that of the Supplier.

Witness No.2

The Bank confirms that this Guarantee has been issued with observance of the appropriate laws of the country of issue.

The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Court of the place from where tenders have been invited.

We further agree that as between us and IMU, for the purpose of this Guarantee any notice given to us by IMU, that the money is payable by the Supplier and any amount claimed in such notice by IMU, shall be conclusive and binding on us notwithstanding any difference between IMU, and the Supplier or any dispute pending before any Court, Tribunal Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our constitution or that of Supplier. We also undertake not to revoke this Guarantee during its currency.

| The algo allacitate flot to rever | to time education de | ining its carreiney.               |
|-----------------------------------|----------------------|------------------------------------|
| Notwithstanding anything conta    | ained herein above,  | our liability under this Guarantee |
| is limited to Rs                  | /- (Rupees           | only) and Guarantee shall          |
| remain in force until             |                      |                                    |
| We must receive any claim u       | nder this Guarantee  | e before the expiry of this Bank   |
| Guarantee. If we have receive     | d no such claim by   | the said date, the rights of IMU,  |
| under this Guarantee will ceas    | e. However, if such  | a claim has been received by us    |
| within the said date, all the IMU | U Headquarters, Che  | ennai's right under this Guarantee |
| shall be valid and shall not ceas | se until we have sat | isfied that claim.                 |
| In witness whereof, the Bank th   | rough its authorized | officer has set its hand and stamp |
| on this Day of                    | 2020 at              | <del>.</del>                       |
|                                   |                      |                                    |
| Date:                             | Authoriz             | ed Signatory of the bank           |
|                                   | (with                | Bank Seal)                         |
| Place:                            |                      |                                    |
|                                   |                      |                                    |
| Witness No.1                      |                      |                                    |
|                                   |                      |                                    |
|                                   |                      |                                    |

# PROFORMA FOR PRICE BID TO PROVIDE ADVERTISING AGENCY SERVICES FOR IMU FOR PUBLICATION OF ADVERTISEMENTS IN NEWSPAPERS ON DAVP RATES

| Discount quoted on DAVP rate (in %) | Discount quoted on DAVP rate (in |
|-------------------------------------|----------------------------------|
| in Figures                          | %) in Words                      |
|                                     |                                  |
|                                     |                                  |
|                                     |                                  |

Applicable Taxes will be paid by IMU as per actuals. Tax benefit on discount shall be passed on to IMU.

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

# <u>ANNEXURE – J</u>

# **BIDDERS MANUAL KIT - OPEN SOURCE SOFTWARE LINK**

| S.No | Particulars                                | Downloads                                   | File Size<br>(in KB) |
|------|--|---|----------------------|
| 1    | Notice to Bidders                          | notice to bidders v906.pdf                  | 131.68               |
| 2    | Registration of Bidders                    | Bidder Registration Manual Updated v906.pdf | 3256.67              |
| 3    | Uploading of My<br>Documents               | MyDocument Updated v906.pdf                 | 1258.63              |
| 4    | Online e-Bid Submission                    | Three Cover Bid Submission New v906.pdf     | 4646.72              |
|      |  | Two cover bid submission new v906.pdf       | 4423.29              |
|      |  | Four cover bid submission new v906.pdf      | 3941.63              |
|      |  | Single Cover bid submission New v906.pdf    | 3191.54              |
| 5    | Online Bid Withdrawal                      | bid withdrawal updated v906.pdf             | 1628.98              |
| 6    | Online Bid Re-<br>submission               | Bid Resubmission Updated v906.pdf           | 2832.13              |
| 7    | Clarifications (Tender Status, My Archive) | Enquiry Updated v906.pdf                    | 1793.37              |
| 8    | Troubleshooting                            | troubleshoot document v906.pdf              | 50.06                |
| 9    | BoQ Preparation<br>Guidelines              | ItemWise BOQ New v906.pdf                   | 541.52               |
|      |  | Percentage BOQ Updated v906.pdf             | 570.41               |
|      |  | ItemRate BOQ Updated v906.pdf               | 748.54               |

# **Instructions for Online Bid Submission**

# (Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for online Bid submission for Bidders)

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

#### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use the "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents are part of Technical Bid.

#### **SUBMISSION OF BIDS**

- 1) Bidders should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.