


Government eProcurement System		eProcurement System Government of India	
Tender Details		Date : 25-Aug-2022 01:15 PM	
 Print			
Basic Details			
Organisation Chain	Indian Maritime University IMU Headquarters - Chennai		
Tender Reference Number	IMU-HQ/R/70/50/1/2022-PUR		
Tender ID	2022_IMU_708440_1		
Tender Type	Open Tender	Form of contract	Fixed-rate
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No
Payment Instruments		Cover Details, No. Of Covers - 2	
Offline	S.No	Instrument Type	
	1	Demand Draft	
	2	NEFT	
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	technical cover
2	Finance	.xls	financial cover
		.pdf	Price Bid Format as per Annexure 5 to be uploaded under financial cover
Tender Fee Details, [Total Fee in ₹ * - 0.00]			
Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		
EMD Fee Details			
EMD Amount in ₹	2,00,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Indian Maritime University	EMD Payable At	Chennai
Click to view modification history			
Work /Item(s)			
Title	Tender for providing services for conducting shallow water survey off the Tamilnadu Coast		
Work Description	This tender is for marine archaeological survey and is on rate contract for one year		
Pre Qualification Details	The bidder has to submit the details as per section 5 to become eligible for this tender		
Independent External Monitor/Remarks	NA		
Show Tender Value in Public Domain	Yes		
Tender Value in ₹	40,00,000	Product Category	Sub category

			Marine Services		marine arachaeological survey
Contract Type	Rate Contract	Bid Validity(Days)	120	Period Of Work (Days)	365
Location	OFF TAMILNADU COAST	Pincode	600119	Pre Bid Meeting Place	video conference on 2 sep 2022 1130 am
Pre Bid Meeting Address	Chennai	Pre Bid Meeting Date	02-Sep-2022 11:30 AM	Bid Opening Place	CHENNAI
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	25-Aug-2022 01:15 PM	Bid Opening Date	15-Sep-2022 01:00 PM
Document Download / Sale Start Date	25-Aug-2022 02:00 PM	Document Download / Sale End Date	14-Sep-2022 11:30 AM
Clarification Start Date	25-Aug-2022 01:30 PM	Clarification End Date	30-Aug-2022 06:00 PM
Bid Submission Start Date	08-Sep-2022 09:00 AM	Bid Submission End Date	14-Sep-2022 11:30 AM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Tender for providing services for conducting shallow water survey off Tamilnadu Coast	2273.64

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_745355.xls	AS PER FORMAT	303.50
	2	Additional Documents	Pricebidformat.pdf	As per price bid format attached as Annexure 5 of tender documents. This should be submitted along with BOQ under Financial Cover.	147.42
	3	Tender Documents	tenderformarinesurvey.pdf	Tender for providing services for conducting shallow water survey off Tamilnadu coast	2339.96
	4	Tender Documents	tenderformarinesurvey1.pdf	Notice Inviting Tender	2259.71

Auto Extension Corrigendum Properties for Tender

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	3	7

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	dr.purchase@imu.ac.in	G R Giridharan	G R GIRIDHARAN
2.	tkparthasarathy@imu.ac.in	Parthasarathy T K	T K PARTHASARATHY
3.	smanchala@imu.ac.in	Sini Manchala	SINI MANCHALA

GeMARPTS Details

GeMARPTS ID	ML80GKXD81BR
Description	Marine Archaeological Survey
Report Initiated On	16-Jun-2022
Valid Until	16-Jul-2022

<u>Tender Properties</u>			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
<u>Tender Inviting Authority</u>			
Name	Registrar		
Address	Chennai - 600119		
<u>Tender Creator Details</u>			
Created By	Sini Manchala		
Designation	Deputy Registrar		
Created Date	25-Aug-2022 11:20 AM		



भारतीय समुद्री विश्वविद्यालय INDIAN MARITIME UNIVERSITY

(Central University, Govt. of India)

HEADQUARTERS



Indian Maritime University
(A Central University, Govt. of India)
East Coast Road, Semmencherry,
Sholinganallur (P.O), Chennai 600 119.
Tel: (044) 2453 9020, Fax: 2453 0342

As the Nation celebrates



Tender No. IMU-HQ/R/70/50/01/2022-PUR

24.08.2022

NOTICE INVITING TENDER

Bids are invited from the reputed Indian Survey Firms, under 2- Bid system for "**conducting shallow water survey off the Tamil Nadu Coast**".

The Tender Document can be downloaded from the University website www.imu.edu.in or from <http://eprocure.gov.in/eprocure/app> from 24.08.2022 onwards. **The last date for receiving the tender is 11:00 AM on 14.09.2022.**


REGISTRAR

24-08-22

Tender Abstract

Title	Tender for "Providing Services for conducting shallow water survey off the Tamil Nadu Coast"
Department Section	Consultancy, Training and Research Section
Email ID For Query	To: headacademics@imu.ac.in cc: dr.purchase@imu.ac.in
Phone no.	044-24539030
Tender Ref. No.	IMU-HQ/R/70/50/1/2022-PUR
Tender Publishing date	24.08.2022
Document Download Start Date	24.08.2022
Last date for queries/ seeking clarifications	30.08.2022
Tender Pre-Bid meeting	02.09.2022, 11:30 AM through Video Conferencing. Prospective Bidders are requested to register on the Google Form link give on IMU's website www.imu.edu.in
Tender Submission Start Date	08.09.2022
Tender Closing date & time	14.09.2022, 11:30 AM
Date and time for opening of Technical bid	15.09.2022, 11:30 AM
Date and time for opening of Financial bid (for Technically qualified bidders)	To be intimated later
Estimated cost of the Tender	Rate contract for one year for individual work packages. First Work package estimate: Rs. 40 Lakhs

EMD Amount	5% of the estimated value i.e. Rs. 2,00,000/- to be submitted in the form of Demand Draft from Nationalised/ Scheduled Commercial Bank payable in the favour of Indian Maritime University, Headquarters payable at Chennai.
Security Deposit (for finalized bidder only)	3% of the contract value in the form of Online/ NEFT/ RTGS with necessary supporting documents for the transfer effected and Transaction number. This should be kept valid for a period of 90 days beyond the date of completion of contractual work.
Mode of Submission of Tender	Only Online Through CPPP eProcurement portal - http://eprocure.gov.in/eprocure/app
Address for communication:	
<p>The Registrar, Indian Maritime University Headquarters , East Coast Road , Semmencherry, Sholinganallur (PO), Chennai-600 119 Tel:044- 2453 9020 Email: registrar@imu.ac.in</p> <p><u>Note:</u> For any information/queries/clarification relating to terms & conditions of this tender, the bidders can directly send mail to dr.purchase@imu.ac.in & purchase.hq@imu.ac.in with a CC to registrar@imu.ac.in or can be contacted through phone at 044-2453 9020 (Ext:222) within the time laid down in the tender document.</p> <p>For queries relating to online submission of bids, the bidders are requested to contact the CPPP Help desk.</p>	

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SECTION - 1

LETTER OF INVITATION

This tender is specific to Indian Firms. In this regard, Indian Maritime University (IMU) seeks response for the tender from any Indian Companies/Firms (hereinafter called BIDDER) who are meeting the requirements of this tender and are willing to **provide services for conducting shallow water survey off the Tamil Nadu coast.**

Interested Bidders may download the documents of tender free of cost from www.imu.edu.in & <https://eprocure.gov.nic.in>. Bidders shall ensure that their Bids, complete in all respects, should be uploaded Online in the CPP Portal before the closing date and time as indicated in Tender Abstract.

Bid shall be submitted online only at CPP 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 Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.

IMU reserves the right to select the bidder, amongst the technically qualified parties identified through this tender Process. This tender will be for shortlisting prospective bidders who can provide services for conducting shallow water surveys off the Tamil Nadu Coast under Rate contract-Basis.

The tender shall be submitted in two cover systems. Cover-I - Technical Bids - Pre-Qualification Criterion and Technical Compliance Sheet along with Annexures as stated in this NIT and Cover-II consists of Price Bid as per BOQ and Annexure 5 which needs to be submitted other than BOQ under Cover II given on CPPP e-Procurement.

SECTION - 2

DISCLAIMER

1. IMU may, in its absolute discretion, but without being under any obligation to do so, modify, amend or supplement the information in this tender document.
2. The issue of this tender does not imply that IMU is bound to select and shortlist any or all the participating firms. Even after shortlisting a suitable participating firm, IMU is not bound to proceed ahead with the participating firm and in no case be responsible or liable for any commercial and consequential liabilities in any manner whatsoever. IMU shall have the prerogative to award the contract partially or in full.
3. The participating firm shall bear all costs associated with the preparation, technical discussion/presentation and submission of tender. IMU shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the tender process.
4. Canvassing in any form by the participating firm or by any other agency on their behalf shall lead to disqualification of their tender.

SECTION – 3

SCOPE OF WORK

1. About IMU

The Indian Maritime University, established through an Act of Parliament (Act 22) in November 2008 as a Central University, is poised to play a key role in the development of trained human resources for the maritime sector. 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. 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. Background of the Project:

The Indian subcontinent has remained relatively unexplored as compared to developed countries in the sphere of nautical archaeology. There are several ancient port sites which are yet to receive any attention from marine archaeologists. The importance of studying these sites and also identifying other sites cannot be overstated as they can shed new light on the many missing links to gain a rational understanding of the maritime past of our country without any prejudices.

In view of the above, IMU is planning to study the shallow water region off the Tamil Nadu Coast as part of its Marine Archaeological survey program. This will primarily be a search for evidence of remnants of any structure / shipwreck.

3. Components of services required

The survey explorations in general will contain the following components, depending upon the study need and site conditions, one or more components will be utilised:

- 3.1. Bathymetric survey
- 3.2. Side Scan Sonar Survey
- 3.3. Sub-bottom profiler survey
- 3.4. Providing boat services

4. Purpose of the tender

- 4.1. The purpose of this tender is to identify a reputed Service Provider having experience of conducting similar marine surveys in the past. Response from companies who are willing to offer services mentioned in cl. 3.1 to 3.4 will be considered. The Offshore Archaeological survey off the Tamil Nadu coast is a continuing project of IMU at different locations. Each site may have a different scope of field survey depending on the site. One or more of the components indicated will be selected for a site and the Service Provider shall mobilise the survey spread/boat and provide the

- services only for those components. Depending on funding, two more work packages may be accorded of similar scale at different locations.
- 4.2. The rates finalised in this tender shall remain valid for one year period from the date of entering into contract. The field survey for each study site shall be treated as a work package under the overall rate contract resulting from this tender.
 - 4.3. First work package (WP-1) covers the shallow water region along the coastline between Thuthukudi and Thiruchendur. The details of WP-1 are presented in clause 5.5.5.

5. SCOPE OF WORK:

- 5.1. The survey sites may be located anywhere along the coast of Tamil Nadu. The water depth in the survey area will vary from a minimum of 2m to a maximum of 50m. The boat should be sea-worthy in all respects and valid documentation, suitably equipped with all the necessary scientific facilities/utilities and with sufficiently experienced personnel for undertaking the survey as specified in the tender document, including data processing, integration, interpretation and final report preparation as instructed by the Operations-in-charge (OIC). The OIC will be appointed by IMU (the Roles and Responsibility of OIC are listed as Annexure - 3). The requirements for each component are detailed below. The survey equipment shall be approved by OIC before mobilisation or at the start of survey operations at site. The Service Provider shall facilitate the OIC/representatives to participate and supervise in the survey operations on board whenever required. If the survey is in very shallow water, then IMU may permit the survey operation by the personnel of the Service Provider on their own. In such case, the monitoring by OIC may be from a site office close to survey area or a location of his choice. The Service Provider shall establish and maintain a communication facility (cell phone where possible and a VHF communication for longer ranges) to connect with the Survey Party at all times during the survey operations. Establishing a site office for OIC is not in the scope of Service Provider.
- 5.2. The survey boat and its personnel shall have valid documentation/ clearances/ permits/ insurance or any other requirement that may be needed from the Government agencies for the intended work. Obtaining the statutory clearances for survey operations shall be the responsibility of the Service Provider. The responsibility of IMU is limited to providing the project related documents and endorsing the application.
- 5.3. All position and navigation data shall be through the latest version of software package HYPACK. The geophysical data acquisition and processing software shall support viewing the raw data for coverage decisions at the client's office. Depending on the type of survey a suitable

software package shall be provided to the OIC for viewing the coverage of the survey and verify the quality of data. The software shall be available to OIC for the duration of the operations at a site (or longer period, but no longer than one month from date of completion of field survey operations).

5.4. An inventory of the raw and processed data shall be reported by the Service Provider on a daily basis to OIC. The surveyed data shall be transmitted/handed over in a suitable format/medium as per OIC on a daily basis at the end of operation. All data are to be handed over to IMU at the time intervals indicated. The Service Provider shall maintain strict confidentiality at all stages including post contract period as per non-disclosure agreement (to be signed at the time of award of contract). No information related to the survey to any third party without the express consent from IMU shall be provided in any medium.

5.5. The Survey would include a combination of one or more of the followings types of survey:

5.5.1. Bathymetric survey:

The equipment required	<p>Position fixing by GNSS with Differential correction with an accuracy of 2 meters.</p> <p>Survey grade single beam Echosounder – Side mounted on a shallow boat with frequency of operation 200 – 400 kHz. Accuracy of sounder : equal or better than 2 cm Depth output rate : equal or better than 6 Hz</p> <p>Survey control software: latest version of HYPAC (or equivalent). Final output in AutoCAD format.</p>
Operation	<p>The Service Provider shall utilise suitable boats depending on the depth of operation, manpower, equipment and their installation, integration, operation, data acquisition as per the survey plan, post processing like spike removal, offsets and tidal correction and chart preparation. Tidal observation at site is not mandatory. A suitable predicted tide may be applied with the approval of OIC</p> <p>The echo-sounding coverage for the designated survey area shall be uniform and the boat track shall not deviate by more than 10m from the planned line. The deviated portions will have to be repeated in case the OIC instructs as necessary at no additional cost. In case of gaps in survey due to field conditions, the adequacy of coverage shall be determined for acceptance by OIC.</p>

5.5.2. Side Scan Survey :

<p>The equipment required</p>	<p>Position fixing by GNSS with Differential correction with an accuracy of 2 meters.</p>
	<p>Side scan Sonar –with frequency of operation 200 – 400 kHz. Side Scan Sonar shall have a resolution of 1/1000 of range. Installation : - towed (for depth greater than 10m) or - Side mounted on a shallow boat (for depth less than 10m) - or as instructed by the EIC depending on the depth of operation.</p>
	<p>Navigation control software: latest version of HYPAC (or equivalent) Geophysical data acquisition and processing software: Any proprietary software of the OEM with SEG-Y compatible data output. The software access (functional in Laptop PC) shall be provided to IMU to view the coverage and quality of data at IMU’s office at site/ HQ during the survey operation as elaborated in section 3</p>

Operation	<p>The Service Provider shall provide suitable boats depending on the depth of operation, manpower, equipment and their installation, integration, operation, data acquisition as per the survey plan, post processing, mosaic preparation, report preparation.</p> <p>The navigation control shall ensure uniform coverage of the survey site. Boat track deviation shall not be more than 10m from the planned line. The deviated portions will have to be repeated in case the OIC demands as necessary at no additional cost. The side scan swath coverage for the designated survey area shall strive to be 100% in-sonification. In case of gaps in survey due to field conditions, the adequacy of coverage shall be certified for acceptance by IMU.</p> <p>Service Provider shall process the sonar data with applicable corrections and merge the individual swaths into the final mosaic. Any features of interest on the seabed shall be thoroughly checked and details like location (lat/Lon), water depth, height above seabed, and interpreted material be listed out in the report.</p>
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5.5.3. Sub-Bottom profiling survey:

The equipment required	Position fixing by GNSS with Differential correction with an accuracy of 2 meters.
	<p>Sub-Bottom profiler –with frequency of operation 0.5 to 16 Kz Chirp Or Parametric Sounder at 1-2Kz frequency range The system shall be capable of penetrating at least 10m below seabed with clayey sediments. Transducer Installation :</p> <ul style="list-style-type: none"> - towed (for depth greater than 10m) or - Side mounted on a shallow boat (for depth less than 10m) - or as instructed by the OIC depending on the depth of operation.
	<p>Navigation control software: latest version of HYPAC (or equivalent)</p> <p>Geophysical data acquisition and processing software: Any proprietary software of the OEM with SEG-Y compatible data output.</p> <p>The software access (functional in Laptop PC) shall be provided to IMU to view the coverage and quality of data</p>

	at IMU's office at site/HQ during the survey operation as elaborated in Section 3
Operation	<p>The Service Provider shall provide suitable boats depending on the depth of operation, manpower, equipment and their installation, integration, operation, data acquisition as per the survey plan, post processing, mosaic preparation, report preparation.</p> <p>The navigation control shall ensure uniform coverage of the survey site. Boat track deviation shall not be more than 10m from the planned line. The deviated portions will have to be repeated in case the OIC demands as necessary at no additional cost. In case of gaps in survey due to field conditions, the adequacy of coverage shall be certified for acceptance by IMU.</p> <p>Service Provider shall process the profiler data with applicable corrections and merge the individual profiles to create an isopach map. Any features of interest on the seabed shall be thoroughly checked and details like location (lat/Lon), water depth and interpreted material be listed out in the report.</p>

5.5.4. Support Boat services:

<p>The Service Providers shall provide services of the boat and its crew for carrying out the studies by IMU in the coastal waters off Tamil Nadu and Puducherry on rate contract basis for a period of one year.</p> <p>Whenever the need arises work orders will be placed for the required period on rate contract basis. The boat shall have the following:</p>	
Description	Requirement
Classification/Registration	<p>Valid certificates:</p> <ul style="list-style-type: none"> • Registered with statutory body and permissible to operate in the Coastal waters • Certificate for stability of vessel • Insurance cover for boat and crew onboard. • P&I if applicable • Insurance cover for supernumerary onboard after placement of order. <p>(Harbour craft certified vessels are not acceptable)</p>
Hull	Wood/FRP/Steel/Al
LOA	14m -19m
Draft	Less than 3 m
Catering and housekeeping for	4 numbers (IMU personnel and representatives)
Endurance	Minimum 24 hours

Working deck area	10sq m
Cruising speed	Minimum 6 knot.
Safe working load of winch and A frame / Boom	01 MT, Length of rope – 150 m
Generator for instruments	Minimum 5 kVA
Age of the boat/vessel	Not more than 15 years
Purpose of boat/vessel	Assist IMU or its representative in the following: (i) Deployment of the observation system (like current meter) (ii) watch keeping of the system (iii) Sediment and water sampling (iv) Survey operations, Diving investigations
Landing boat	A smaller boat with outboard engine with operator for landing purposes shall be provided as and when required. The rate for this boat shall be a separate line item

5.5.5. Details of First Work Package (WP-1):

The Location	along the coast between Thuthukudi (Tuticorin) and Thiruchendur.
Working depth	2m to 15m (approximate)
Estimated area to be covered	100 sq. km
Survey component	Side Scan Survey
Estimated contract value	Rs. 40 Lakhs

The detailed survey plan and precise extents will be provided at the starting of the survey along with the timeline.

SECTION 4

TENDER CONDITIONS

1. Bidders may also download the Bidding Documents from the CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respects, should be uploaded Online in the CPP Portal before the closing date and time as indicated in Tender Abstract.
2. Bids shall be submitted online only at CPP 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 Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
3. 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 the tenderer is liable to be banned from doing business with Indian Maritime University.
4. Intending Tenderers are advised to keep visiting the Portals mentioned above for any Corrigendum / Addendum/ Amendment etc., issued if any.
5. Bidders 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.
6. **Response to queries and issue of amendments:**
 - 6.1. 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.
 - 6.2. 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.)
 - 6.3. 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.

- 6.4. Any such corrigendum/addendum shall be deemed to be part or incorporated into this Notice Inviting Tender (NIT).
- 6.5. 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.
- 6.6. It is the responsibility of the bidder to check the websites noted above from time to time for updates.

7. 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.

8. 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).

9. Corrigendum

At any time before the last date of submission of tenders, IMU may, for any reason, whether at its own initiative or in response to a clarification by an applicant, modify the tender document. The amendment will be posted in the website and will be binding on the applicants, and the applicant will give due consideration to the same, while they submit their tender, and shall invariably enclose documents/information, as required, on account of the amendment, as part of the tender. IMU, may, at its discretion, extend the deadline for the submission of tenders.

10. Bid Evaluation:

- a) A designated Purchase Committee will evaluate the Bids submitted by the Bidder.
- b) The determination of eligibility of a Bidder will be taken into account based on the technical experience, technical compliance sheet, capabilities and past performance of the participating firm. This will be carried out based on documentary evidence submitted by the Bidder as well as such other information, as the IMU deems necessary and appropriate. The Bidder should

meet the Pre-Qualification Criteria as provided in Section 5 of this Tender document to become eligible for Technical Evaluation.

- c) The Bidders who meet the minimum Specifications as mentioned at Clause 5 of Section 3 shall be declared as Technically qualified. The Price Bids of Technically Qualified bidders alone shall be opened.
- d) **The overall cost of the Project shall be evaluated based on the rates quoted for indicative quantities mentioned for each Component in the Price Bid. The Lowest Bidder for the Overall Cost shall be awarded the contract.**
- e) It shall be the prerogative of IMU to accept the Bid Partially or Fully.

11. **Confidentiality:**

Information relating to the Design documentation, clarification of tender and recommendations and details about this tender shall not be disclosed by the participating firm to others. Any effort by participating firms to influence IMU processing of tender or selection decisions may result in the rejection of the tender.

12. **MISCELLANEOUS:**

- a) Right to accept or reject any or all Bids.
- b) Notwithstanding anything contained in this tender, IMU reserves the right to accept or reject any application and to annul the tender process and reject all applications, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons, thereof. In the event that IMU rejects or annuls all the applications, it may at its discretion, invite all eligible participating firms to submit fresh applications.
- c) IMU reserves the right to disqualify any applicant during or after completion of tender process, if it is found there was a material misrepresentation by any such applicant or the applicant fails to provide within the specified time, supplemental information sought by IMU.
- d) IMU reserves the right to verify all statements, information and documents submitted by the applicant in response to the tender. Any such verification or lack of such verification by IMU shall not relieve the applicant of his obligations or liabilities hereunder nor will it affect any rights of IMU.

13. **Rejection of Bids:** IMU may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if they have:

- 13.1. Bids received after the due date.
- 13.2. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period.

- 13.3. Incomplete / misleading / false / ambiguous in the proof of eligibility requirements.
- 13.4. Failed to produce timely clarifications related thereto, when sought.
- 13.5. Bids not meeting qualification criteria as per section 5.
- 13.6. Submitted more than one proposal for a single specialisation area.
- 13.7. Declared ineligible/blacklisted/debarred by the Government of India / State govt. / Public sector undertaking.
- 13.8. Bids with technical requirements and or terms not acceptable to IMU.
- 13.9. Information relating to the evaluation, clarification and recommendation for pre- qualification shall not be disclosed to bidders or any other persons not officially concerned with such process until the pre-qualification process is completed. Any effort by the bidder to influence the IMU prequalification process may result in rejection of his tender.
- 13.10. Non Submission of EMD

14. **Tender Validity:**

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.

15. **Language:** All correspondences and documents related to the tender response shall be in English language only.

16. The participating firm shall abide by the terms & conditions, as applicable, of the tender.

17. All pages of the tender shall be duly signed by the authorised signatory.
18. Multiple proposals from the same participating firm should not be submitted.
19. The financial data must be submitted in Indian Rupees only.
20. IMU at their discretion shall inspect the participating firm works/office/reference site premises for the purpose of evaluation, as deemed necessary. IMU's decision in this regard shall be final.
21. Any participating firm which has been debarred/blacklisted by Central/State Governments or by any entity controlled by Central/State Governments from participating in similar projects, as on date of submission of tender, shall not be eligible to submit the tender.
22. The applicant shall submit the responses which shall remain valid for 90 days after the last date of submission. IMU may solicit the applicants consent for an extension of the period of validity if so warranted.

SECTION 4

GENERAL TERMS AND CONDITIONS

1. **Period of Contract and Agreement:**

IMU shall issue a Purchase Order/ Work Order to the successful bidder(s) giving 7 working days' time to furnish the Security Deposit, submit the Non-Disclosure Agreement (NDA) as per **Annexure 7** and execute the Agreement with IMU in the prescribed format as per **Annexure 6**. The Contract between IMU and the successful Bidder(s) will be for providing services for conducting shallow water surveys off the Tamil Nadu Coast on yearly rate contract basis. The OIC designated by the Dean's Office shall be the SPOC for the period of this Contract.

2. **Delivery Period:**

The delivery period for each milestone will be intimated to the successful bidder by OIC from IMU. The tentative milestones are as given below:

SL.	MILESTONE	PAYMENT TERMS
1.	Milestone-1	Mobilization of survey spread including boat, personnel, equipment, as per tender conditions, including all documentation, permissions, clearances
2.	Milestone-2	Demobilisation and submission of raw datasets and preliminary reports, etc.
3.	Milestone-3	Submission of processed datasets, Interpretation reports and Final survey report/maps etc.

3. **Payment Terms:**

a) The term of payment is as follows :-

SL.	MILESTONE	PAYMENT TERMS
1.	Milestone-1	25% of the total contract value payment shall be payable upon mobilisation of vessel with requisite facilities, as duly certified by OIC from IMU within 15 days on submission of invoice.
2.	Milestone-2	25% of the total contract value payment shall be payable after the completion of survey locations duly certified by OIC from IMU and on demobilisation and submission of raw datasets and preliminary reports etc. and acceptance of IMU, within 15 days on submission of invoice.

3.	Milestone-3	50% of the total contract value payment shall be payable on submission of processed datasets, Interpretation reports and Final survey report/maps etc. and acceptance of IMU, within 15 days on submission of invoice.
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- b) The above payment terms are subject to timely and satisfactory completion of all the activities certified by the Dean Section, IMU-HQ.
- c) Payment will be done through NEFT within 15 working days from the date of receipt of Invoice at Purchase Section of IMU-HQ subject to certification of successful completion of Job by Dean's Office at IMU-HQ.
- d) Scanned Copy of Tax Invoice should be mailed to dr.purchase@imu.ac.in & purchase.hq@imu.ac.in
- e) The Tax Invoice raised by the supplier must be in compliance with relevant GST acts, rules & notifications made thereunder and should bear the IMU-HQ's GST Registration no. 33AAAI2610K2Z3. 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. In case the bidder has opted for composition levy, the Bill of supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made there-under.

4. **Penalty Clause:**

- a) In the event of delays on the part of the Firm not attributable to IMU or to Force Majeure causes, IMU shall have the right to levy penalty & deduct payment at the rate 3% of the contract value for each week of delay but not exceeding 10% of the Work Order Value after which the contract will be terminated.
- b) In the event of unsatisfactory performance or non-performance of any of the steps/activities not attributable to IMU or to Force Majeure causes, IMU shall have the right to withhold the corresponding payment for the activities either fully or partly after giving a 7-day notice to the Service Provider to show cause against the same, and to take such other legal action to make good the losses caused by the Service Provider to IMU. Penalty shall be decided by IMU but not exceeding 10% of the Work Order Value. IMU shall also have the right to terminate the contract altogether (upon which the BG and Security Deposit paid by the Service Provider shall stand forfeited) and to entrust the remaining work to another Service Provider.

5. **Security Deposit:**

- a) The Service Provider(s) shall be required to furnish the Security Deposit by transferring Online/ NEFT/ RTGS with necessary supporting document for the transfer effected and Transaction Number, for an amount of 3% of the contract value within 7 working days from the issue of Work Order.
- b) Security Deposit will be refunded/ returned without any interest after successful completion of scope of Work after adjustment of dues if any to IMU or penalty imposed by IMU.
- c) The proceeds of the Security Deposit shall be payable to the IMU as compensation for any loss(es) resulting from the failure of the Service Provider(s) to meet its obligations under the Contract. This shall be in addition to any other action/ penalty taken by IMU for delays/ default/ failure on the part of the Service Provider.

6. **Earnest Money Deposit:**

- a) Tender should be accompanied by an Earnest Money Deposit of 5% of the tender value in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of "Indian Maritime University-Headquarters", Payable at Chennai. 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. However, exemption from EMD may be considered by IMU only upon written request enclosed with the technical bid duly enclosing the relevant and valid exemption certificates from MSME/NSIC, etc. No exemption from payment of EMD is available to any bidder for any other reason whatsoever.
- b) The EMD of all unsuccessful bidders would be refunded by IMU within 60 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.
- c) Where a person whose tender has been received by IMU, 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 (or) fails to furnish the Security Deposit within the prescribed time, the IMU shall without prejudice to IMU's any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely. In case a successful bidder fails to enter into a contract/agreement within 30 days or the time specified by IMU from the date of receipt of Work Order, EMD amount shall be forfeited.

7. **Escalation in Fuel rates:**

- d) Rates quoted by the bidders shall remain firm during the entire Contract Period except for variation in fuel Rates. The Variation in running charges (+/-) shall be payable in case of increase/ decrease of fuel rate by 5% or more as compared to the rate prevailing on the date of the bid Closing. All minor

increases / decreases of rate of fuel price within 5% shall be absorbed by the Service Provider.

- e) For Hike in Fuel Prices of each 5%, the rates quoted at items - 1.2, 2.2, 3.2, 4.2 and 4.3 of the Price Bid will form the basis for calculation of Fuel escalation (if any) and will be revised with a hike of 2.5% automatically. The Hike on the fuel Price for revision of Base fare could be considered & reviewed at the beginning of each quarter and will be firm during the quarter by OIC.

8. **Confidentiality:**

- a) Information relating to the Survey, clarification of tender and recommendations and details about this tender shall not be disclosed by the participating firm to others.
- b) Any effort by participating firms to influence IMU processing of tender or selection decisions may result in the rejection of the tender.
- c) The Service Provider undertakes and acknowledges that upon successful Vendor completion of the contract (or upon termination, if any), he has to immediately deliver all material relating to IMU's Confidential Information/datasets (including all copies of such materials).

9. **Termination Clause:**

- a) In the event of the breach of any of the provisions of contract by the Agency, IMU shall have the right to terminate the tender summarily, at any stage and forfeit the Security Deposit. In the event of IMU terminating the contract for breach by the Service Provider of any of the provisions thereof, the Service Provider shall be liable for any loss suffered by IMU up to the time of the termination of the contract.
- b) The contract may be terminated with a 30 days' notice, before the expiry of contract period owing to deficiency in service or any other reason whatsoever by IMU. The Service Provider has to give 90 days' notice in case they want to withdraw/terminate/not willing for further extension, failing which SD, EMD, Retention money and pending bills will be forfeited.
- c) In case of any default in the service, the report from IMU-HQ shall be final.
- d) IMU shall also have the right to terminate the contract altogether (upon which the Security Deposit paid by the Service Provider shall stand forfeited) and to entrust the remaining work to another Service Provider in case of default in the Service or due to breach of NDA.
- e) In the event of the insolvency / bankruptcy of the Service Provider IMU shall have the right to terminate the contract summarily and forfeit the Security Deposit and to purchase in the open market any Goods / Services covered by the contract. In this case, the Service Provider shall be liable for any excess in the price paid, for any such purchases over the tender price.

10. **Force Majeure:**

- a) The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider'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. COVID-19 is an ongoing situation and will not be considered under this clause.
- c) If a Force Majeure situation arises, the Service Provider shall promptly notify the IMU in writing of such conditions and the cause thereof. Unless otherwise directed by the IMU in writing, the Service Provider 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.

11. **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:

- a) 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; or
- b) 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.
- c) Bidder (the "Indemnifying Party") undertakes to indemnify the client (the "Indemnified Party") from and against all losses, claims for damages including losses, claims for damages on account of bodily injury, death or damage to tangible.
- d) The indemnity shall be to the extent of 100% of project cost in favour of the IMU.
- e) Due to force majeure, if the survey is abandoned or cancelled mobilisation cost will not be paid by IMU and IMU will be totally indemnified of such costs arising due to inclement weather, storm, cyclone, local disturbance etc.

12. **Arbitration & Jurisdiction:**

In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating thereto 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 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.

13. **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.

14. **Governing Laws & Jurisdiction:**

The tender process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai (India) shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the tender process.

SECTION- 5

PRE-QUALIFICATION CRITERIONS

4.1 The bidder shall submit the following as a part of Pre-qualification criterions:

4.1.1. Covering letter as per attached format along with Bidders Company Profile (**As per Annexure – 1**)

4.1.2. List of infrastructure/ equipment/ software held by the firm along with details of their manufacturing facilities, if any.

4.1.3. Bidder to upload online relevant documents for the similar project performed as a proof of being in the business during the last 5 years. Firm to submit WO or other relevant document copies in support of above.

4.1.4. Details of personnel (Project Management and Survey Team) with designation, qualification and experience to determine their capabilities. The bidder should have the following experts in the core team assigned to this project:

4.1.4.1. Marine Geophysicist

4.1.4.2. Marine Geologist

4.1.4.3. Hydrographic Surveyor

The above mentioned expert shall have a minimum 10 years of field experience. Brief CV of the expert to be submitted along with the bid.

4.1.5. The bidder shall have experience and proven competence in executing shallow water sea (2 to 50m water depth) exploratory surveys, including at least two cases of survey experience utilising desired systems viz. shallow water boat, echo sounder, side-scan sonar, sub-bottom profiler, position fixing systems and its combinations during the last 5 years. Firm to submit WO or other relevant document copies in support of above.

4.1.6. **Commercial Qualification:** - The bidder shall submit the following as a part of commercial qualification.

4.1.6.1. Shop & Establishment registration certificate.

4.1.6.2. Certificate of Incorporation / Partnership deed as applicable.

4.1.6.3. Bidder shall not be under a declaration of ineligibility/debarment issued by Govt. of India/ State Govt./ Public Sector Undertakings.

4.1.6.4. MSME, Start-up certificate (wherever applicable)

4.1.6.5. GST certificate

4.1.6.6. Shall have Avg. Annual turnover of Rs.20 lakhs (min) during the last three financial years ending on 31 Mar 2022 to participate in this tender.

- 4.1.6.7. The Bidder shall enclose with its Proposal as per Annexure-2, certificate issued by Chartered Accountant with their seal and signature, stating the firm's net worth & turnover during the past three years. Firm to submit Balance Sheet and Profit and Loss statement for last 3 years.
- 4.1.6.8. MSME/ Start-ups may be relaxed for conditions of turnover, experience (PO copies), etc. offering proven competence in executing similar surveys. IMU reserves the right to consider or reject based on merits of the details of experience in similar projects.

SECTION- 6

Documents to be submitted along with TENDER*

Submission of tender: Participating Bidders should submit following documents along with their Proposal.

Sl.	Document Description	Filled in Formats to be Submitted with Proposal	Remarks
1.	Covering Letter	As per format attached	
2.	General information	Annexure-1	Along with relevant Documentary Proofs
3.	Financial Information	Annexure-2	Along with relevant Documentary Proofs
4.	Technical Compliance Statement (To be filled by firm)	As per Annexure 4	Along with relevant Documentary Proofs
5.	Pre-Qualification Document	As per section-5	Along with relevant Documentary Proofs
7.	The bidder shall have experience and proven competence in executing shallow water sea (2 to 50m water depth) exploratory surveys.	at least two cases of survey experience utilising desired systems viz. shallow water boat, echo sounder, side-scan sonar, sub-bottom profiler, position fixing systems and its combinations during the last 5 years. Firm to submit WO or other relevant document copies in support of above.	Supporting documents in support of surveys experience

TENDER FORMS

Format for Covering Letter

[On the Letterhead of the Participating firm]

To,

The Registrar,
Indian Maritime University-Headquarters,
East Coast Road, Semmencherry,
Sholinganallur (PO),
Chennai-600 119
Tel: 044- 2453 9020

Sub: Submission of bid for providing services for **conducting shallow water survey off the Tamil Nadu Coast** - Reg.

Ref.: Tender Ref. No. IMU-HQ/R/70/50/1/2022-PUR 24.08.2022

Sir,

Being duly authorized to represent and act on behalf of (Name of Firm. Hereinafter Referred to as "the Applicant"), and having reviewed and fully understood the evaluation criteria and information provided, the undersigned hereby applies in response to the tender document referred above for "**conducting shallow water survey off the Tamil Nadu Coast**". We understand that you are not bound to accept the tender.

I am enclosing the tender with the details as per the requirements of the tender document, for your evaluation.

I hereby declare that the details furnished in this tender proposal are true and correct to the best of my knowledge and belief. In case any of the information is found to be false or untrue or misleading or misrepresenting, I am aware that I will be held liable for it and IMU is free to take any legal / commercial action not limited to barring / blacklisting.

We hereby declare that we are not under a declaration of ineligibility / blacklisting /debaring from doing business issued by Govt. of India / State govt. / Public Sector Undertakings, etc. for similar Projects.

Yours faithfully,

(Signature & Seal of Authorised Signatory) Name:

Designation: Date:

General Information to be submitted by Applicant along with cover letter

1. Name of the Company/ Companies (if consortium):
2. Legal status of the Company(ies):
3. Brief description of the Company(ies) including details of its business groups/ subsidiaries/ affiliates:
4. Date of Incorporation:
5. Date of Commencement of Business:
6. Full address including Telephone nos. / Fax nos.:

Registered Office:
Head Office:
Address for communication:
Contact Details:
Office Address in India, if any:
7. Documents to be enclosed:
(All documents as per pre-qualification criteria)

Signature & Seal: Authorised Signatory of the Party

Financial Information

Date: [insert day, month, year] Legal Name: [insert full name]

1. Financial Data for last three years:

Sl. No.	Last three Financial Year	Annual Turnover	Profit After Tax (PAT)	Net worth as at the end of the financial year
1				
2				
3				

2. Financial documents

The participating firm shall provide copies of the financial statements including balance sheets, all notes and related income statements for the last 3 years.

The financial statements shall:

- Reflect the financial situation of the participating firm submitting TENDER.
- Be audited by a certified accountant.
- Be complete, including all notes to the financial statements.
- Correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted).

Name of the Authorized Signatory representing Auditing firm:

Designation:

Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm.

Roles and Responsibilities of OIC

1. The Officer-in-charge (OIC) will be the contact person on behalf of Client (Indian Maritime University) after signing the contract.
2. OIC will communicate any information to the contractor through a person of contact of the contractor (to be authorised by the contractor while signing the contract).
3. Any communication from contractor to IMU shall be routed through OIC.
4. OIC is responsible for the actions indicated in this annexure as well as individual actions indicated in section 3 (Details of the Tender).
5. The technical details like survey coordinates, specifications for survey, quality control in all aspects shall be as per the directives of the OIC.
6. Acceptance of the contract performance shall be certified by OIC in all aspects including mobilisation, survey operations, adherence to timelines and other requirements indicated in the contract shall be based on the recommendation of the OIC
7. Conveying the decisions or changes required in the survey operations on behalf of IMU shall be intimated through OIC to the contractor.
8. The OIC shall certify the milestone completion, adequacy of survey coverage and quality for release of payment.
9. OIC is authorised to issue notice on behalf of IMU to the contractor.
10. The satisfactory performance of the contractor in all aspects of the scope of work shall be determined by the OIC. Deficiency, if any, pointed out by the OIC shall be attended to by the contractor unless otherwise exempted for reasons beyond the control for contractor in the opinion of OIC. However the financial implications arising due to the deficiency will be decided by the IMU administration.

Technical Compliance Sheet**(to be submitted on the Letter head of the Firm.)**

sl. no.	Description	Yes / No (Whether Complied with the Min. Specification provided at Clause 5.5.)	If Yes Page no. in the Tender Document	Remarks (if any)
Component-1: Bathymetry				
1.1	Survey spread including boat, personnel, equipment, as per tender conditions, including all documentation, permissions, clearances as per clause 5.5.1.			Specification Sheets for Survey equipments, boat, details of Personnel to be attached with this Annexure as per clause 5.5.1.
Component-2: Side scan sonar				
2.1	Survey spread including boat, personnel, equipment, as per tender conditions, including all documentation, permissions, clearances as per clause 5.5.2.			Specification Sheets for Survey equipment, boat, details of Personnel to be attached with this Annexure as per clause 5.5.2.
Component-3: Sub-bottom profiler				
3.1	Survey spread including boat, personnel, equipment, as per tender conditions, including all documentation, permissions, clearances as per clause 5.5.3.			Specification Sheets for Survey equipment, boat, details of Personnel to be attached with this Annexure as per clause 5.5.3.
Component-4: Providing Boat for survey/ operations				
4.1	Survey spread including boat, personnel, equipment, as per tender conditions, including all documentation, permissions, clearances as per clause 5.5.4			Specification Sheets for Survey equipment, boat, details of Personnel to

				be attached with this Annexure as per clause 5.5.4.
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I/ We declare that the above information is true and that I/ we will provide the above mentioned equipment for the Scope of Work as per the Tender Conditions upon Award Contract. I/We understand that in case of deviation, IMU reserves the right to terminate the Contract.

Date:

**Signature of
Authorised Signatory with Company Seal.**

Price Bid Format**(To be submitted other than with BOQ only in Financial Cover on CPP Portal)****Note: The price bid is for one work package.**

sl	Description	Rate (Rs)	unit	quantity (note-1)	amount (Excl. GST)
Component - 1: Bathymetry					
1.1	Mobilization and Demobilization of survey spread including boat, personnel, equipment, as per tender conditions, including all documentation, permissions, clearances as per clause 5.5.1.		Lump sum Rate		
1.2	Charges for bathymetric survey including data acquisition, processing and chart preparation as per clause 5.5.1 (bathymetric survey): 1. Upto 100 line km 2. Above 100 line km		Per Line km	100 - 50 Kms	
Component - 2: Side scan sonar					
2.1	Mobilization and Demobilization of survey spread including boat, personnel, equipment, as per tender conditions, including all documentation, permissions, clearances as per clause 5.5.2.		Lump sum Rate		
2.2	Charges for bathymetric survey including data acquisition, processing and chart preparation as per clause 5.5.2. (Side scan sonar survey): 1. Upto 100 square km 2. Above 100 square km		Per km ²	100 - 50 Kms	
Component - 3: Sub-bottom profiler					
3.1	Mobilization and Demobilization of survey spread including boat, personnel, equipment, as per tender conditions, including all documentation, permissions, clearances as per clause 5.5.3		Lump sum		

3.2	Charges for sub-bottom profiler survey including data acquisition, processing and chart preparation as per clause 5.5.3: 1. Upto 100 line km 2. Above 100 line km		Per Line km	100 - 50 Kms	
Component - 4: Providing Boat for survey/ operations					
4.1	Mobilization and Demobilization of boat, personnel, equipment, including landing boat as per tender conditions (clause 5.5.4), including all documentation, permissions, clearances.	Lump sum			
4.2	All-inclusive Charges per day for providing Boat for survey and operation and support services as per clause 5.5.4		Per day	10 days	
4.3	Providing landing boat		per day	10 days	
Overall Cost for one Work Package (Excl. of GST and incl. of all charges for conducting the survey as per Scope of Work)					
GST %					
Overall Cost (Incl. of GST) (in Figures and in Rs.)					
Total Amount (Incl. of GST) (in words)					

Note-1: The quantities are indicative and for bid evaluation purposes only. The actual estimated quantity for each work package for a survey site will be intimated along with work order during the currency of contract (initially one year).

Note-2: Quoted rates shall be inclusive of all charges for conducting the survey as per Scope of Work and shall be valid for the Contract Period as per Tender conditions.

Note-3: No rates / charges / claims are permissible other than those quoted in the price bid. Please refer to Para 7 of Section 4 of the Tender for Fuel Escalation clause.

Note - 4: The items - 1.2, 2.2, 3.2, 4.2 and 4.3 will form the basis for calculation of Fuel escalation (if any) in terms of Para 7 of Section 4 of the Tender for Fuel Escalation clause.

Note-5: We understand that the above rates are for a Rate contract and shall be valid for the Contract Period.

Date:

**Signature of
Authorised Signatory with Company Seal.**

IMU-HQ

FORMAT OF AGREEMENT

(To be submitted on stamp paper of Rs.200/-, to be executed within 4 days of issue of Work Order)

It is this day of _____ 2022 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 Service Provider" (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 Services be executed as per tender documents hereinafter called "Services" and has accepted a Tender by the Service Provider for the execution, completion and guarantee of such Services.

NOW THIS AGREEMENT WITNESSES as follows:-

The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,

1. Technical and Financial bids
2. Instructions to the Bidders
3. Terms and Conditions of Tender, Corrigendum issued if any and Notice for Commercial Bid offer.
4. The Services specified in the Tender and Notice for Commercial Bid documents
5. The Annexures.
6. The Purchase Order/ Work Order

In consideration of the payment to be made by the *Employer* to the *Service Provider* as hereinafter mentioned, the *Service Provider* hereby covenants with the *Employer* to execute, complete and guarantee the Services in conformity in all respects with the provisions of the Agreement.

The *Employer* hereby covenants to pay the *Service Provider* in consideration of the execution, completion and guarantee of the Services for price mentioned in Price Bid at the times and in the manner prescribed by the Agreement. The Agreement shall be governed by all the conditions as described in the terms and conditions of tender, work mentioned in the tender documents and any other conditions given in the tender documents.

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 Service Provider

Signature

Name

Address

Official Seal

Place

Date

On behalf of the Contractor

Witness:

(i) Signature

Name:

Address:

Place

Date

(ii) Signature

Name:

Address:

Place

Date

On behalf of IMU

Signature

Name

Address

Official Seal

Place

Date

On behalf of the Employer

Witness:

(i) Signature

Name:

Address:

Place

Date

(ii) Signature

Name:

Address:

Place

Date

Non-Disclosure Agreement

**NON-DISCLOSURE
CERTIFICATE**

**[On a Non-Judicial
stamp paper of
Rs.200/-]**

This Non-disclosure Certificate ("**Certificate**") is made and entered into as of _____, 20____, by and between **M/s. _____**, the principal, address of which is _____ ("**Service Provider**") and **Indian Maritime University (IMU), A Central University under Ministry of Shipping, Government of India** the principal address of which is East Coast Road, Semmancherry, Sholinganallur (PO), Chennai 600 119 ("**Recipient**").

It is the intention of the parties to this Certificate to facilitate discussions regarding possible transactions between the parties by the protection from unauthorized disclosure or use of the Confidential Information (defined below). Therefore, the parties agree as follows:

1. For the purposes of this Certificate, "Confidential Information" shall mean any information disclosed by IMU, whether in writing, orally, visually or otherwise, including data transferred, user information, network information and all other similar nature of matters.
2. Confidential Information excludes, however, information which:
 - (i) is or becomes known or available to Service Provider without restriction from a source other than IMU with a legal right to disclose the same to Service Provider;
 - (ii) is or without violating the terms of this Certificate becomes, generally available to the public;
3. With respect to all Confidential Information disclosed hereunder, Service Provider agrees that from and after the date of this Certificate, Service Provider shall not:
 - a. use the Confidential Information except for purposes of its business relationship with IMU (the "Authorized Purpose"); or
 - b. disclose the Confidential Information to any third party except to anyone authorized by IMU in writing at the written request of the Service Provider.
 - c. does not terminate or loop the internet connection of IMU anywhere in between IMU and service provider hub.
4. Service Provider undertakes that its Representatives who receive any Confidential Information to comply with the terms and conditions of this Certificate and

Service Provider shall be responsible for their compliance herewith. Service Provider shall use at least the same degree of care or more to protect the confidentiality and ensure the proper use of the Confidential Information as Service Provider uses with respect to its information of a similar kind or nature, but in no event less than reasonable care.

5. IMU grants no rights in or to the Confidential Information. All Confidential Information shall remain the sole property of IMU.
6. No contract or Certificate providing for any transaction or any commitment to enter into a transaction shall be deemed to exist by reason of this Certificate, except as provided herein.
7. Any provision to the contrary notwithstanding, Service Provider's obligations under this Certificate are subject to any disclosure requirement of law, regulation or legal process, but only to the extent of such requirement. Service Provider shall promptly notify IMU of any such requirement, cooperate fully with IMU's requests to prevent or minimize the effect of such disclosure and make all reasonable efforts to have such disclosures placed under a protective order or otherwise obtain confidential treatment of the Confidential Information.
8. **THE CONFIDENTIAL INFORMATION IS DISCLOSED "AS IS" WITHOUT ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTEE, OR INDUCEMENT OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF COMPLETENESS, ACCURACY, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR PURPOSE, SUBJECT TO THESE TERMS.**
9. Upon IMU's written request, Service Provider shall promptly: (i) deliver to IMU and cease to use all Confidential Information in Service Provider's (including its Representatives') possession, custody or control; or (ii) destroy the same and delete all electronic records containing the Confidential Information, provided that IMU may require Service Provider to certify in writing such destruction and deletion, and it is open to IMU to verify the same.
10. Service Provider agrees that money damages would not be a sufficient remedy for breach of this Certificate and that, in addition to all other remedies, IMU shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach, apart from damages wherever feasible.
11. This Certificate sets forth the complete and exclusive terms of the parties' Certificate with respect to the subject matter hereof. This Certificate may not be waived or modified except pursuant to a written Certificate signed by the parties.
12. Any provision hereof which is found to be unenforceable or contrary to applicable law shall be deemed to be invalid from this Certificate and the other terms and conditions hereof shall remain in full force and effect.
13. This Certificate shall bind and benefit the parties and their respective successors and assigns. Service Provider's obligations under this Certificate shall survive any termination hereof.

14. Termination of the Certificate: This Certificate is valid till the completion of validity period of Original Certificate entered between the Service Provider and the Recipient.
15. This Certificate shall be governed by the Indian Laws. The parties consent to the jurisdiction of Chennai.

Executed on the dates set forth below but effective as of the date first written above.

M/s. _____:

INDIAN MARITIME UNIVERSITY

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

