

TENDER NOTIFICATION

	<p>INDIAN MARITIME UNIVERSITY (IMU) (A Central University) Kolkata Campus (KC), P-19 TARATALA ROAD, KOLKATA, 700 088</p>	
<p>Tender No. IMU/KC/AE(C)/HK/01 dated 19/08/2020</p>		
<p>Name of Service</p>	<p>EMD</p>	<p>Last date & time for Submission</p>
<p>Sealed tenders are invited from Manpower Service providers under Two Bid system for providing various "Campus Maintenance (Housekeeping & Horticulture)" services for :</p> <p style="padding-left: 40px;">a) Campus area (C) & b) Residential area(R)</p> <p>at IMU-KC, Taratala, Kolkata for one year from the date of commencement of service, extendable further on satisfactory performance, by one year at a time, up to a maximum of 2 more years, at the same rates and terms & conditions.</p>	<p>Rs.1,36,500 for campus area & Rs. 61,000 for residential area.</p> <p>estimated cost (excluding GST)</p> <p>Rs 68.24 Lakhs Rs 30.33 Lakhs</p>	<p>11/09/2020 -1200hrs</p>
<p>Tender documents i.e. Tender forms and other terms and conditions / details can be downloaded from IMU-KC website www.merical.ac.in and IMU website http://www.imu.edu.in from 21/08/2020</p> <p style="text-align: right;">DIRECTOR, IMU-KC</p>		

Tender Abstract

Particulars	Details
Tender Title	Tender for providing Housekeeping & Horticulture services in campus area and residential area within the premises of IMU-KC, Taratala, Kolkata.
Tender Number	IMU/KC/AE(C)/HK/01 dated 19/08/2020
Tender Document can be Downloaded from IMU-KC website	21/08/2020
Cost of Tender Form	NIL
Pre-Bid Meeting	04/09/2020- 1500 hrs
Last Date of Submission of Tender	11/09/2020- 1430 hrs
Technical Bid Opening Date and	11/09/2020- 1500 hrs
EMD Amount	
(i) For Campus Area	Rs. 1,36,500.00
(ii) For Residential Area	Rs. 61,000.00
Address for Submission of Tender	The Director, Indian Maritime University, Kolkata Campus, P-19, Taratala Road, Kolkata, 700088, West Bengal, India

INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

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INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

P-19, TARATALA ROAD, KOLKATA, 700 088

Tender for providing Housekeeping & Horticulture services in campus area and residential area within the premises of IMU-KC .

Tender No.: IMU/KC/AE(C)/HK/01 dated 19/08/2020

Volume I

TECHNICAL BID

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF THE BIDDERS

1. Introduction & Definitions

About University: The Indian Maritime University is a Central University established by an Act of parliament and headquartered at Chennai. The Kolkata Campus of the Indian Maritime University is hereinafter referred to as the Buyer or IMU-KC). The campus is spread in large area of 33 acres. From maintenance aspect the campus is divided into two areas:

a) **Residential area:** The area on the east side of colony road and pond, Mosque & Children's park.

b) **Campus:** All other area of the campus other than Residential area.

IMU-KC invites sealed tenders for providing Campus Maintenance (Housekeeping & Horticulture) services for:

a) Campus area (Area C)

b) Residential area (Area R)

at Indian Maritime University, Kolkata Campus, located at P-19, Taratala Road, Kolkata, defined in the tender documents(hereinafter referred to as the "Service").The bidder/tenderer is also termed as service provider in this tender. The term tender includes tender document and its appendix, annexure, corrigendum / addendum and all other related documents.

The Bidder may participate either in the tender for Campus area (C) or Residential area (R) only or both and submit separate bid in sealed cover for each of zone but would get only one award of work due to administrative reasons.

2. Eligibility Criteria

The tender is invited in **TWO BID SYSTEM (area wise)** and is open to all service providers who fulfill the following eligibility criteria:

2.1. Experience – No. of years in the similar business:

The Bidder should be in the similar business for providing Housekeeping, Gardening or Horticulture Service for a period not less than 3 years since 2016 – 17.

[Mode of Proof: ESI / PF / Service Tax Registration Certification / Certificate of Incorporation / Registered partnership deed / IT Returns / Copies of the Work order

Agreement and Work Completion certificate for the Completed or ongoing work – Proof for existence during or prior to 2015-16 and providing similar service since 2016-17].

2.2. Experience – Completion of similar works:

The Bidder should have satisfactorily completed “Similar Service” involving values as listed below during the last 3 financial years i.e. since 2016-17 to 2018-19.

(C) FOR CAMPUS AREA

2.2.1 At least 1 Service with a minimum value of Rs 54.59 lakh.[OR]

2.2.2 At least 2 Services with a minimum value of Rs 40.94 lakh each.[OR]

2.2.3 At least 3 Services with a minimum value of Rs 27.30 lakh each.

(R) FOR RESIDENTIAL AREA

2.2.4 At least 1 Service with a minimum value of Rs. 24.26lakh.[OR]

2.2.5 At least 2 Services with a minimum value of Rs. 18.20 lakh each.[OR]

2.2.6 At least 3 Services with a minimum value of Rs. 12.13 lakh each.

[Mode of Proof: Copies of the Work order, Agreement and Work Completion certificate for the Completed or ongoing work]

“Similar Service” means contract for providing House-keeping, Gardening, Horticultural services with Government / Semi-Government/ Public Sector organizations / National level educational institute like IIT, IIM, NIT and Universities/ Banks/PSU’s/ Public Limited Company or A Private Limited Company with a minimum work force of 100 employees.

2.3. Turnover

Should have had annual turnover of at least Rs. 1(one) crore in each year during the last 3 financial years i.e.2016-17, 2017-18 & 2018-19.

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

2.4. Possession of Valid GST Number, AADHAR & PAN

The Service provider should have a valid GST Number, AADHAR & PAN.

[Mode of Proof: Copy of the GST Registration Certificate, AADHAR & PAN Card to be produced]

2.5. The Staff employed by the Service provider should have been covered by ESI and PF.

[Mode of Proof: Copies of Respective Registration Certificates along with Receipts for the payments made during the last 2 months]

- 2.6. The Service Provider should not have been debarred so far. It should not have been terminated on account of non-compliance of tender conditions. If the service provider has been terminated by IMU-KC in case of any type of service provided in this campus in the last 3 years, for any reason whatsoever before the completion of the contract period, they are debarred from participating in this tender process.
[Mode of Proof: Self declaration to this effect]

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-KC may insist for notarized copy or ask to produce originals to ascertain the veracity of the documents. IMU-KC- also reserves the right to ask more proof to corroborate the eligibility declarations.

- 2.7 Service provider should have valid labour license renewed up to March'2020.
- 2.8 The Agencies should have a local office in Kolkata.
- 2.9 Non-fulfillment of minimum eligibility for any of the criteria will result into disqualification.

3. General Conditions

- 3.1. The duly authorized signatory(ies) of the entity should sign in all the pages of the tender document including the annexure / schedules signifying the acceptance of all the terms and conditions, stated in the various parts of the tender.
- 3.2. Bidder should furnish all the details in the prescribed Proforma and as per the requirements set out in the tender documents under Cover I. Bids and Tender documents should be complete in all respects and any incomplete tenders will be rejected.

4. One Bid per Bidder

The Bidder who submits more than one tender under the same Zone will be disqualified.

5. IMU-KC not responsible for Cost of Tendering

The bidders shall bear all costs, efforts or their time associated with the preparation and submission of their tenders and the IMU-KC 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-KC, due to any reason whatsoever and at any stage of the tender.

6. Site Visit

The bidders are advised to visit the site and surroundings where the Services are to be provided and acquaint themselves with the operational system and site conditions and understand the information that may be required for the preparation of the tender and for entering into contract for providing the Services. Permission, if required, to visit the site will be given during the tender period on application to the Deputy Registrar, IMU-KC.

7. Clarification of Tender Documents

A bidder requiring any clarification regarding the tender documents may notify in writing to the address mentioned in the invitation of tenders or E-Mail to dradmin.kolkata@imu.ac.in with a copy to director.kolkata@imu.ac.in. IMU-KC will respond to any valid request for clarification, raised during or up to the pre-bid meeting.

8. Pre-bid meeting

Bidders may attend pre-bid meeting as per the date mentioned in tender abstract.

9. Amendment to Tender Documents

- 9.1. At any time 7 days prior to the last date for submission of tenders, IMU-KC may, for any reason, suo motu or in response to a clarification by a prospective bidder, modify the tender documents by amendments (addendum / corrigendum etc.).
- 9.2. Any such amendments will be uploaded on the website and will not be intimated individually to any bidder / prospective bidder. All the bidders who had downloaded the Bid Document prior to such amendment shall verify, whether any such amendments have been issued by IMU-KC, 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.

10. Preparations and Submission of Tenders

10.1. Language of Tender

The tender, and all correspondence and documents, related to the tender, exchanged between the bidder and IMU-KC should be in the English language only.

10.2. Documents comprising the Tender

The tender submitted by the Bidder for each zone shall comprise the following and should be read in conjunction with any Amendments issued.

10.2.1. Cover I (Technical Bid) (area-wise)

- a) Demand Draft towards Earnest Money Deposit
- b) Complete Tender Document downloaded from IMU-KC website and its amendments, corrigenda / addenda issued by IMU – KC which are duly signed by the authorized signatory in each page with stamp.
- c) Duly filled Technical Bid format (Annexure I) with all the documents stated in the technical bids and other supporting documents in evidence of the data filled in technical bids and any other document stated in the tender document.
- d) Bidder Memorandum (Annexure II) duly signed by the bidder.

The Cover I shall be addressed to "The Director, Indian Maritime University – Kolkata Campus" and should be duly superscribed as "Cover-I-Technical Bid for Providing (name of the zone as mentioned in tender abstract) at IMU-KC" and sealed properly. Name and Address of the bidder shall also be written / printed on the cover.

10.2.2. Cover II (Price Bid) (area-wise)

The Cover II shall only contain the Price Bid formats given viz.

- a) Form of Tender,
- b) Priced Bill of quantities / Filled in Price Bid format

All the above should be duly filled in, signed and sealed:

The Cover II shall be addressed to "The Director, Indian Maritime University – Kolkata Campus" and should be duly super scribed as "Cover-II-Price Bid for Providing-----housekeeping and horticulture services for campus area or Residential area(name of the tender as mentioned in tender abstract) at IMU-KC" and sealed properly. Name and Address of the bidder shall also be written / printed on the cover.

10.2.3. Main Cover

Both the "Cover I" and "Cover II" shall be placed inside the main cover and sealed properly for each of the zone. The main cover should be duly super scribed as "Tender for providing.....for campus / residential area (tick which is applicable) (Name of the tender as mentioned in tender abstract) [Tender No..... at IMU-KC"]. The tender shall be either sent to the address mentioned in the Tender Abstract so as reach before the last date & time for submission or dropped in the tender box placed in the Deputy Registrar's Office (First Floor), IMU-KC prior to the last date & time for submission. The tender should be sealed separately for each zone with utmost care. No stapler or stapler pins should be used for sealing the tender.

11. Conditions stipulated by the bidder

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to IMU-KC. Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

12. Filling up of Forms. Completeness Mode of Submission of Tender

- 12.1. The bidder shall submit all the documents required to be submitted (Including fulfilling Clause 11) duly filled in along with their covering letters, data and other information so that the tender is complete in all respects for each zone.
- 12.2. The Rates in Price Bid shall be filled in either typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.
- 12.3. Bids sent by telex, fax, email etc. (i.e. modes other than by way of speed post / courier / dropping in the box provided) shall not be accepted.

13. Last date for submission of tender. Extension and Late Tenders

Tenders must reach the Director's office at the address stated in the Tender abstract Prior to the time mentioned in the tender abstract. IMU-KC may, at its sole discretion extend the date and time for submission of tenders. Any updates with

regard to such extension or any other communication intended for the bidders / Prospective bidders will be made only through IMU-KC's website stated above. Any tender received after the last date and time for submission of tenders prescribed will be rejected.

14. Tender Prices

- 14.1. The contract shall be for the total rates quoted under volume-II for Campus area (C) and Residential areas (R) separately for Housekeeping & Horticulture services within IMU-KC.
- 14.2. Tender price covers service provider's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Service at IMU-KC and includes all the liabilities of the service provider including statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.
- 14.3. The rate quoted shall be responsive and the same should be inclusive of all the statutory obligations such as Minimum Wages (pertaining to 'A' Area as contained in The Chief Labour Commissioner (Central), Ministry of Labour & Employment, GOI vide notification No.1/VDA(5)/2020-LS-II dated 08.05.2020), ESI, PF contributions, wages for leave reserve, service charges, all kinds of applicable taxes etc. The offers of those prospective bidders which do not meet the statutory requirements of Applicable Minimum Wages, ESI & PF is liable to be rejected.

15. Tender Validity

Tenders shall remain valid for 90 days from the last date for submission of tender.

Earnest Money Deposit (EMD)

- 15.1. Each tender should be accompanied by an Earnest Money Deposit (EMD) for the value stated in the Tender Abstract which shall be in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of "**Indian Maritime University-Kolkata Campus**", payable at **Kolkata**.
- 15.2. No other form of deposit towards Earnest Money shall be accepted.
- 15.3. Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the IMU-KC will be summarily rejected. However, exemption from EMD may be considered by IMU - KC only upon submission of relevant and valid registration certificates from MSME / NSIC. No exemption from payment of EMD is available to any bidder for any other reason whatsoever.

15.4. Tender Opening (Technical Bid):

- 15.5. Technical bids will be opened at the conference hall in IMU-KC located at the address stated in tender abstract. Any bidder who is willing to observe the tender opening,

may, in person or through his authorized representative (in writing), be present at the venue and witness the tender opening. The maximum number of person allowed per bidder is one.

15.6. **Financial Bid Opening**: A suitable date and time for opening of the Cover II – Price Bids will be fixed and those bidder(s) who are qualified will be intimated about the opening of Cover - II – Price Bids for campus area and residential area. The Cover II -Price Bids will be opened in the presence of the qualified bidders or their authorized representatives, if they choose to attend and be present. The procedures and number of participants etc. for opening Cover-II will be the same as the procedures outlined in technical bid opening.

15.7. Any change in the date / timing of bid opening and similar notifications will be communicated only through IMU-KC website or through e-mail, as decided by IMU-KC, and not through both.

16. Influencing prohibited

Any effort by a bidder to influence the buyer during the processing of tenders or award decision will result in the rejection of his / their bid offered and may also lead to black listing.

17. Correction of Errors (in Price Bid)

17.1. Bidders are advised to exercise utmost care while preparing the Price bid and Technical bid. If there is a discrepancy, IMU – KC may decide to reject the tender altogether. However, IMU-KC may also at its sole discretion, consider accepting the tender, if there are differences between the rates quoted by the bidder in words and in figures or in the amount worked out by him, adopting the following procedure:

17.2. When there is a difference between the rates in figures and in words, the rates given in words would only prevail.

17.3. IMU-KC may adopt any other method, as deemed suitable by it, to resolve any such unintentional error(s), if any. It is reiterated that resolving of errors as stated above is optional to IMU-KC. The bidders are advised to exercise utmost caution not to run the risk of rejection due to such error(s).

18. IMU-KC's right to accept any tender and to reject any or all tenders

The IMU-KC reserves the right to accept or reject the whole or any part of tender and the tenderer shall be bound to perform the same at the rates quoted. The Contractor shall not directly or indirectly assign or sub-let any part of the contract to any other party or Agency.

19. Refund of EMD

- 19.1. The EMD will be refunded to all the unsuccessful bidder(s) within one month after award of the contract. No interest will be allowed on the Earnest Money.
- 19.2. The EMD of the successful bidder will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful bidder shall when his tender is accepted, furnish security deposit as specified in the clause elsewhere after giving credit to the amount deposited by him as earnest money. The balance, if any, will be refunded to the bidder against such request. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.
- 19.3. Where a person whose tender has been received by the IMU-KC intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to IMU-KC (or) fail to furnish the security deposit within the prescribed time, the IMU-KC shall without prejudice to IMU-KC's any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.

20. Contract Agreement

The successful bidder shall, if awarded the contract, enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed upon prior to the date of acceptance of the tender and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the buyer and the service provider. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the bidder.

21. Evaluation of Bids

21.1. Technical Bid Evaluation

The Bid submitted will be evaluated area wise based on the details of technical qualification submitted by the bidder under Cover I in the prescribed formats to ascertain whether the bidders are qualified for each of campus and residential area. The Cover II (Price Bid) of only those firms will be opened which are technically qualified for campus and residential area separately as per the documents submitted in Cover I.

The information furnished by the bidder in Cover - I in the prescribed format supplied by the IMU-KC will form the basis for the technical evaluation for the respective zone. In exceptional cases IMU-KC or its representative reserves the right to obtain any clarification from any of the bidder without vitiating the tendering process. If, in the opinion of the IMU-KC, information and documents supplied in support of the tender do not meet the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU-KC.

21.2. Financial Bid Evaluation

Total price quoted as per format enclosed with tender at volume-II for Price Bid-Campus area and Price Bid-Residential area separately on the basis of Annexure-IV, V, VI & VII including Minimum statutory charges, other charges and Service Charges, etc. will be taken for comparison among the bidders for evaluation and the bidder who quoted the lowest cost (L1 rates) for Campus area and Residential area separately will be awarded the work.

If any bidder fails to quote in any particular cell of price bid, the same will result into disqualification from evaluation of price bid.

The price bid of campus area will be opened first and the bidder who emerges as L1 will be awarded the work of campus area, and for the residential area, the price bid if any of the same bidder will not be opened and evaluation of L1 bidder for residential area will be completed from the rest of the eligible price bids.

In case the Price bid of more than one agency is same in both the areas, work will be awarded to the contractor who has executed contracts of higher values based on the certificate of experience submitted along with tender papers.

21.3. GST will be paid extra by IMU-KC.

22. **Commencement & Duration of the Contract:** The period of agreement will be initially for one year from the effective date as per the work order awarding the contract for each zone separately. If award of any Zone is not finalized based on circumstances as stated in clause 21.2 above, the L1 bidder of one zone may have to execute the work of other zone on time bound manner say maximum three months on the same terms and conditions till re-tendering process for selection of bidder of that zone is finalized by IMU-KC. The contract is extendable further by one year at a time, upto a maximum of 2 years, with the same rates and other terms and conditions subject to satisfactory service to IMU-KC and at the sole discretion of IMU-KC. In any case, total period of contract will not exceed 3 years i.e. initial one year plus two extensions of one year each.

23. GENERAL TERMS AND CONDITIONS

23.1 Review of work will be done through quarterly appraisal by the authorities of IMU-KC. In case the job performances are not found to be satisfactory, the contract shall be terminated by giving three-month notice to this effect. Service provider will prepare a quarterly report for each area, showing color photographs of previous quarter and current quarter, with a purpose of showing improvement in the respective zone. This documents needs to be submitted in PDF or good quality color print. A record of every lapse will be maintained by the IMU-KC.

23.2 The selected Bidder shall be responsible and liable for and shall indemnify IMU-KC and keep the IMU-KC indemnified, safe and harmless at all times against:

Any and all claims, liabilities, damages, losses, costs, charges, expenses,

proceedings and actions of any nature, whatsoever made or instituted against or caused to or suffered by IMU-KC directly or indirectly by reason of Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, bad faith, disregard of its duties and obligations here under, service, act or omission of or by the Service provider and / or any of his Staff, and / or any theft, robbery, fraud or other wrongful act or omission by his staff.

- 23.3 The service provider shall take day to day instructions from the Officer in Charge of IMU-KC since the works will be directly supervised by Officer in Charge, IMU-KC.
- 23.4 The service provider shall be responsible for the good conduct and behavior of his employees. In the event of any misdemeanor like sleeping during duty, being under the influence of liquor / drugs or indecent or insolent behavior by any staff found misbehaving with the staff member / student of the IMU-KC or found abetting with another person in any sorts of misdeeds, the service provider shall terminate the services of such of his employees on his own or whenever there is a recommendation of the Director or the Officer-in-Charge. **The termination of the employee has to be executed within 24 hrs of the intimation, failing which IMU-KC will terminate the contract within 72 hrs of the intimation.** In all the above terminations, the service provider shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by IMU-KC, failing which it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IMU-KC will be imposed. The contractor shall issue necessary instructions to its employees to act upon the instructions given by the Officer in Charge of IMU-KC or persons authorized by the Director, IMU-KC. Service provider and its staff shall take proper and reasonable precautions to preserve from theft, loss, destruction, waste or misuse of the areas of responsibility and custody of the Campus as whole which include properties and assets of IMU-KC given to them by the IMU-KC and shall not knowingly lend to any person or company any of the effects of IMU-KC under its control.
- 23.5 The Service provider shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the IMU-KC may issue from time to time and which have been mutually agreed upon between the two parties.
- 23.6 The Service provider shall be responsible for maintaining all property and equipment of IMU-KC entrusted to it.
- 23.7 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with IMU-KC as and when required by IMU-KC.
- 23.8 The scope of work, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Bidder shall meet any other requirements of IMU-KC communicated from time to time, relating to the outsourced

service.

23.9 All correspondence regarding outsourced Service & payment of bills etc., or any other matters shall be made only with the Director, IMU-KC through the Officer-in-Charge.

23.10 Director, IMU-KC will permit the contractor to use existing storage facility of for keeping only goods & tools which is also to be vacated at the end of the contract at his cost.

24. Security Deposit

24.1 **Within 7 days** of the successful bidder's receipt of notification of award from IMU-KC, the Bidder shall furnish a Security Deposit at the rate of **10%** of the contract value in the form of an A/C Payee Demand Draft / Bank Guarantee (as per format prescribed at Annexure-III) drawn in the name of Indian Maritime University, payable at Kolkata towards due compliance of contract obligations to the satisfaction of the IMU-KC and to make good any loss or damage caused to the IMU- KC owing to acts in pursuance / violation of terms herein. The EMD already paid should be refunded to the successful bidder on receipt of Security Deposit. If the bidder fails to submit the Security deposit to IMU-KC within the stipulated time, IMU-KC shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely and treat the bidder as having lost his eligibility for the award of the contract.

- 24.2** The security is needed to be deposited within seven days of the receipt of order.
- 24.3** **The Security Deposit will be discharged within 60 days on successful completion of contracts per terms and conditions of contract after all statutory dues including bonus are paid to the deployed staffs by the service provider.**
- 24.4** The proceeds of the Security Deposit shall be payable to the IMU-KC as compensation for any loss (es) incurred by IMU-KC resulting from the failure of the service provider to meet out its obligations under the Contract, as determined by IMU-KC. This shall be in addition to any other action / penalty taken by IMU-KC for delays / default / failure on the part of the service provider.
- 24.5** No interest is payable on the Security Deposit.
- 25. Statutory / Labour Legislations / Labour Welfare Obligations:**
- 25.1 The contract personnel shall be the employees of the Service provider and all statutory liabilities such as ESI, PF, Workmen’s Compensation Act, leave salary etc. will be paid by the service provider. The list of staff going to be deployed shall be made available to IMU-KC and if any change is required as per IMU-KC fresh list of staff shall be made available by the service provider after each and every change.
- 25.2 The Statutory compliances including those pertaining to Provident Fund Act, Employees State Insurance Act, Minimum Wages Act, Contract Labour (Regulation & Abolition Act 1970 and all other labour and other legislations as applicable from time to time, with regard to the personnel engaged by the service provider for service to IMU-KC, are the responsibility of the service provider.
- 25.3 The statutory compliances on advisories on COVID-19 issued by Ministry of Labour & Employment, LC section, GOI vide notification no-Z-11025/1/2020-LC for preventive measures to contain the spread of pandemic.
- 25.4 IMU-KC shall not bear any damage / claim of any nature of the contract personnel in discharge of duties. The Service provider shall indemnify IMU-KC for any loss suffered by IMU-KC in this regard.
- 25.5 The wages (per month) mentioned in the price bid format is based on the Minimum Wages for Zone ‘A’ as prescribed by Ministry of Labour of Employment, Govt. of India, as applicable as on the date of Issue of this Tender. ESI, PF should not be less than the statutory provisions / Act by the Central Government.

- 25.5.1 If the revision in the Minimum Wages by, Ministry of Labour & Employment, GOI or PF / ESI rates by the Administrative Ministry, during the currency of the contract, then, then the revised rates will be considered for reimbursement on receipt of claims on actual basis.
- 25.5.2 As far as EPF is concerned, it shall be the duty of the Service provider to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month, giving particulars of the employees engaged for IMU-KC works, is required to be submitted to the IMU-KC. In any eventuality, if the service provider failed to remit employee / employer's contribution towards PF subscription etc. within the stipulated time IMU-KC is entitled to recover the equal amount from any money due or accrue to the Service provider under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
- 25.5.3 The Service provider will maintain a register on which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Service provider has to give an undertaking (on the format), which may be countersigned by the concerned official of IMU-KC, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

26 PAYMENT TERMS

26.1 ESI / PF etc.

The service provider should recover the statutory contribution towards EPF / ESI organizations, from the employees and remit the same to the respective organizations along with the minimum mandatory amount of Employer's portion of the contributions in accordance with rules and within due date and also submit proof thereof to IMU-KC.

26.1.1 Bonus

Applicable bonus at the minimum applicable rates, as per the GoI notification, for the period of deployment of housekeeping staff is to be paid by the service provider which will be reimbursed upon submission of proof of payment. However, the reimbursement will be as per the minimum bonus as prescribed in the Bonus Act.

26.1.2 Service Charges

Service charges will be as per quoted rates in financial bid. Service charges so agreed shall cover all liabilities and obligation as per the terms and conditions of contract and administrative expenditure required for Manpower services and all other liabilities of the service provider including profit margin of the service provider. **Service charge will be changed on pro-rata basis if and only if there is increase / decrease in number of staffs deployed. There will be no change in service charges with increase of minimum wages or VDA.**

26.2 Submission of bills:

The service provider should submit the bill to the IMU-KC on or before the 15th day of the succeeding month along with supporting documents as determined by IMU-KC including the following pertaining to the previous month:

26.2.1 Proof of payment of the wages paid to the Staff.

26.2.2 Proof of deposit of EPF, ESI & GST remitted to the respective organizations within the due date as stipulated in the respective statutes.

26.2.3 Wage Bill Register in format prescribed by IMU-KC.

26.2.4 Work performance register in format prescribed by IMU-KC dully certified by OIC, IMU-KC.

26.3 Disbursement of Bills:

26.3.1 The IMU-KC will, after verification of the claim for its correctness, make payment within fifteen working days after the date of receipt of the claim, complete and correct in all respects, from the service provider. No interest is payable by IMU-KC in case of any unavoidable delay in settling the bills. However IMU-KC would endeavor to settle the bills within said date. TDS at the rates applicable shall be deducted u/s. 194 (c) of Income Tax Act 1961 on the whole amount.

26.3.2 The service provider shall make all payments to his staff through fund transfer. No cash payments should be made to any staff whether it is wages or advance. Such cash payments will not be considered by IMU-KC, as payment made by the service provider.

26.3.3 Setting off of service provider's bills:

IMU-KC shall be entitled to set off the following against and deduct and recover from the service charge and any other sums payable by IMU-KC to the service provider at anytime:

- i. Tax, levy or any other amount whatsoever which may be required to be deducted by order of any Court/Authority under any law now in force or which may come into force during the currency of this Agreement.
- ii. Any and all amounts which may be or become payable by the Service provider to IMU-KC under this Agreement.

27 TERMINATION

27.1 Either party may terminate the contract by giving the other party three month's prior written notice of the same for any reason whatsoever. This Agreement will stand terminated on the expiry of the three months period. Withdrawal by service provider without advance notice of 3 months may lead to debarring in addition to forfeiture of Security deposit.

27.2 IMU-KC shall be entitled to terminate this Agreement immediately as mentioned in General terms and conditions vide clause no-23.4 under the circumstances mentioned without giving any written notice to the service provider for the same. In such a case, IMU-KC shall be entitled to retain here under or which become due after termination thereof, any amount which, according to IMU-KC is due and owing to it by the service provider arising directly under this Contract.

28 POST TERMINATION RESPONSIBILITY OF THE SERVICE PROVIDER

28.1 Upon termination of this Agreement, the service provider shall immediately deliver to IMU-KC all the documents / tools / equipment and any / all data pertaining to IMU-KC, held by it or in the possession / custody / control of his staff, to IMU-KC. The service provider shall also forthwith remove all his staff together with his machines / equipment / tools etc whatsoever from the premises of IMU-KC at his cost as directed by IMU-KC. IMU-KC reserves the right to demand from the service provider to finish any particular work / works which may at the date of termination stands incomplete in full or part.

28.2 Any breach of the obligation or delay in its implementation of post termination responsibilities of service provider shall without prejudice to IMU-KC's other rights at law will, result in levy of compensation at the rate of Rs.1000/- per day with interest thereon upto the rate of 12% per annum. This amount may without prejudice to all other rights of recovery vested as per law with IMU-KC also be recovered from the amount outstanding to the service provider.

29 **NON EXCLUSIVE**

It is agreed and clarified that this Agreement is on a non-exclusive basis and the parties are at liberty to enter into similar agreements with others. Provided, however, the service provider shall ensure that his entering into agreements with other parties, shall not in any way conflict with or affect IMU-KC's interests, rights, remedies under this Agreement or in law.

30 **Arbitration & Jurisdiction**

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

31 **AGREEMENT**

If applicable: Any offer made in response to this tender, when accepted by IMU-KC, after modifications, if any required, will constitute a contract between IMU-KC and the Service Provider till the time formal agreement is not made. The responsibility of the agreement making lies with the service provider which should be fulfilled within one month of start of service.

32 **FORCE MAJEURE**

The Contractor shall not be liable for the delay in providing services or failure of the performance of the contract due to causes, contingencies or circumstances beyond their contract such as; acts of any Government Authority, domestic or foreign including, but not limited to, war declared or undeclared priorities quarantine restrictions, natural phenomena weather conditions, fire, flood, draught, earthquakes & epidemics, acts of war, riot and strikes.

Scope Of Works:

Housekeeping & Horticulture Services for Campus & Residential Area within IMU-KC Premises.

1. The essence of the contract lies in the total maintenance of the campus which involves all types of areas viz. hostels, floors, corridors, garden, playground, swimming pool, quadrangle areas, roads, fountains, drains. In other words, the entire area of the campus including all floors of all the buildings including toilet. Only residential buildings (inside areas) are not included in scope whereas outside areas of residential area is included. The number of manpower are required to be deployed as follows:

Campus Area = C

- (i) Housekeeping / Horticulture Staffs (unskilled) = 27 nos. (#)

Residential Area = R

- (ii) Housekeeping / Horticulture Staffs (unskilled) = 12 nos. (#)

- (iii) **There shall be 02(two) housekeeping lady staffs for ladies hostel.**

(#)IMU-KC reserves the right to scale down the immediate engagement of manpower in both the areas as per requirement considering the lockdown.

IMU -KC also reserves to right to increase the number of personnel for a fixed duration & the same would be acceptable to the bidder. The additional personnel if asked will be needed to be deployed within 2 days of the requisition.

Further in emergent conditions, the service providers may have to perform the works of other Zone on the same terms and conditions for certain period say maximum three months as per requirement of IMU-KC.

2. AREA TO BE MAINTAINED

1) Campus Area - (Area C)

S.L.No.	Area/Location	Frequency	Time
1.	Swimming Pool Area - 5000 sq. ft.	Once	10:30 A.M.
2.	Playground - 50,000 sq.ft.	Once	11:00 A.M.
3.	Total Garden Area - 15000 sq. ft.	Once	10:00 A.M.
4.	Total Road Area - 50,000 sq. ft.	Twice	10:00 A.M., 4:00 P.M.
5.	TOILETS		
A.	Admn. Bldg. Toilets (10 nos.) - Total area = 2500 sq. ft.	Thrice	09:00 A.M., 1:00 P.M., 4:00 P.M.
B.	OBC Hostel Toilets (11 nos.) - Total area = 3850 sq. ft.	Thrice	10:00 A.M., 1:00 P.M., 4:00 P.M.
C.	240 Seater Hostel Toilets (16 nos.) - Total area = 4800 sq. ft.	Thrice	10:00 A.M., 1:00 P.M., 4:00 P.M.
D.	Sr. Hostel Toilets (12 nos.) - Total area = 3600 sq. ft.	Thrice	10:00 A.M., 1:00 P.M., 4:00 P.M.
E.	Jr. Hostel Toilets (14 nos.) - Total area = 4200 sq. ft.	Thrice	10:00 A.M., 1:00 P.M., 4:00 P.M.
F.	Miscellaneous washable area in hostels - Area = 500 sq. ft.	Once	10:00 A.M.
6.	COURTYARD/CORRIDOR AREA(ALL FLOORS)		

A.	Admn. Block - (Area = 6000 sq. ft.)	Twice	09:00 A.M., 4:00 P.M.																																				
B.	Sr. Hostel - (Area = 5500 sq. ft.)	Twice	10:00 A.M., 4:00 P.M.																																				
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D.	OBC Hostel - (Area = 6000 sq. ft.)	Twice	10:00 A.M., 4:00 P.M.																																				
E.	240 Seater Hostel (East & West Wing) - (Area = 6000 sq. ft.)	Twice	10:00 A.M., 4:00 P.M.																																				
F.	Gym Area - (Area = 2000 sq. ft.)	Once	10:00 A.M																																				
G.	Workshop - (Area = 20,000 sq. ft.)	Twice	10:00 A.M., 4:00 P.M.																																				
7.	Vats <u>VAT Details at IMU-KC</u>	Twice	Before 11 AM. Before 04.00 PM																																				
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2) Residential Area - (Area R)

S.L. No.	Location	Frequency	Time
01	Pond Area + Mosque - 15000 sq.ft.	Once	11.00 AM
02	A - type Quarter Area - 10,000 Sq.ft.	Once	11.00 AM
03	B - type Quarter Area - 12,000 Sq.ft.	Once	11.00 AM
04	C - type Quarter Area - 15,000 Sq.ft.	Once	11.00 AM
05	E - type Quarter Area - 20,000 Sq.ft.	Once	11.00 AM
06	Service Road Area Area - 28,000 Sq.ft.	Once	11.00 AM

The contractor shall do and perform all such Campus Maintenance (Housekeeping & Horticulture) Services, acts, matters and things connected with the cleaning, housekeeping, garden maintenance, playground maintenance etc. using appropriate machinery, vacuum cleaner, floor cleaning machines, horticulture machine & tools as per the direction enumerated herein under the direct supervision & instruction of OIC, IMU -KC issued from time to time and includes:

3.DAILY CLEANING

(i) Sweeping of all place within entire campus which includes campus roads and roadside areas, front road entrance & parking area. These places are to be kept clean all time during working hours. Sweeping and cleaning includes removal of paper, plastics, from the area between the wings and around the hostel & removal of mud, silt, all types of waste material and unwanted material from the location & its disposal at given location before 11:00 a.m. every day. Hence, the service provider may decide the working hours accordingly. The work mentioned here is not exhaustive.

(ii) Sweeping and mopping of floors, lounges, Hostel Warden's office with floor cleaner & disinfectant (dilution of material as prescribed on packing).

(iii) The surroundings of all the buildings to be swept / cleaned and maintained neatly.

(iv) Waste generated from the buildings to be removed daily twice and placed in the waste bins or specifically identified locations. All such waste, garbage, trashes, dusts are to be collected from all the dustbins in hostels, veranda/corridors, offices, lounges, Computer room etc., twice a day & segregated (biodegradable, recyclable and other material) and to be removed

from all the bins and other waste / garbage / trashes locations in the campus and to be disposed off on daily basis, duly complying the applicable norms including the Municipal corporation norms and as per the directions of IMU-KC in this regard. The garbage may include occasional civil waste and rubbish.

- (v) Sweeping, moping with floor cleaner & disinfectant and removal of mud, silt, all type of waste & unwanted material from all staircases, verandas & Corridor floor once a day. Wherever required by IMU-KC appropriate machines to be used by the bidder.
- (vi) Cleaning of all Toilet blocks floor, dado, glasses, door panel, window panels, mirror and plumbing fixtures once in a day, Urinals, Wash basin and W.C.pans **three times a day (in the morning before 10.30 a.m., in afternoon during 12:30-1:00 pm & during evening between 4:00-5:00 p.m.)** with toilet cleaner as per time schedule.
- (vii) Cleaning and removal of chock-up of toilets, Nahani trap, W.C., Urinals, washbasin, drainage lines, chambers and main chamber. No water-logging should be there in the toilet areas Clear draining of water and excreta/urines to be maintained. Drainage systems are to be kept operational and checked every day. In case of blockage clearing / repair / unblocking, it should be done immediately. Removal of Drainage blocks / Choke-up in sewage lines and manholes on occurrence.
- (viii) Cleaning of water cooler & its surrounding are to be done twice a day with spiral. This includes coolers' body, purifier body, cooler closet, cooler drain, cooler tray, mug attached to it. All these items should be always shining.
- (ix) Cleaning of chairs, tables & other furniture, computer room, office Notice board with clean wet, clean cloth.
- (x) Cleaning of all staircases & Veranda / Balcony railings with wet & dry floor duster.
- (xi) Continuous dry mopping in all corridors & connected area. The essence of the tender is to follow the cleaning standards as that which replicates airport hygiene standards. The service provider will take all efforts to maintain that. The Service provider will be given a time period of 6 months to bring the hygiene to airport standards. The review of hygiene improvement will be done after three months by IMU-KC.
- (xii) Sweeping & mopping of canteen area. Collection & segregation of dry & wet garbage twice a day and storage at given location as per direction of IMU representative.
- (xiii) Stop the entry of stray animals in the IMU-KC premises.
- (xiv) Shifting of mattress, furniture (mattress, table, cots, cupboard, sofa set, other furniture etc.) & collected unwanted materials inside the Hostel or anywhere in

the campus as per instruction of IMU-KC representative.

- (xv) Sweeping of all roads/window glass panes, grills, railing etc. platforms, inside the Campus area and at any other place as and when required by the representative of IMU-KC.
- (xvi) Removal of cobwebs from all wings at all heights in the corridor, staircase, verandas, foyer, lounge, offices, computer rooms & open spaces, furniture etc. such that no cobwebs are seen anywhere in the campus.
- (xvii) Daily cleaning of ship model display tank & fountain and operation of it during working hours. The fountain has to be kept in the working condition and free of dust, garbage etc. at all times.
- (xviii) Maintenance of drains in the campus. The drains should be kept freely flowing at all times.
- (xix) Washing of all dustbins daily to make it clean from garbage residues.

4. WEEKLY CLEANING (SATURDAY)

- (i) Hard cleaning of all toilets blocks floor, dado, glasses, door & window panels, mirror plumbing fixtures, W.C. pans, Urinals and Washbasin, piping, Hand rails and cobweb removal with required sanitary materials & High pressure cleaner, floor scrubbing & hand scrubbing machine (preferably every Saturday).
- (ii) Collection of Unwanted material and solid waste collection from building surrounding up to the fence and disposal at given location.
- (iii) Removal of old Sanicubes & Naphthalene balls from Urinals & wash basins. Checking & putting 2 Nos. Naphthalene balls & 1 No. Sanicube in each urinal & wash basin.
- (iv) Sweeping & mopping of floor with disinfectant (As per dilution prescribed on material packing).
- (v) All floors have to be scrubbed, washed & cleaned by floor scrubbing machines, wet & dry vacuum cleaner & liquid floor cleaner as per dilution factors given on branded items.
- (vi) Cleaning & wiping of tube lights, fans & exhaust fans.
- (vii) Cleaning of electrical fittings, electrical panel from outside & the area behind the electrical panel.
- (viii) Cleaning of plinth protection from building surrounding inside the compound and removal of wild growth from plinth protection.
- (ix) Terrace, parking, concrete walkways, roads & building surrounding are to be cleaned with bleaching powder during rainy season.
- (x) Cleaning of all open areas in the Campus including playgrounds or any other work specifically instructed by the Director IMU-KC or DR-Admin or AR-Admin or OIC Housekeeping or any other Authority of the University.

- (xi) Cleaning of all rooms occupied by cadets.
- (xii) All the extra dust from erosions should be cleared weekly.

5. MONTHLY CLEANING

- (i) Lobby, office, porch, ramp, outside area & floor to be scrubbed & cleaned with scrubbing machines, wet, dry vacuum cleaner and liquid floor cleaner as per dilution factors given on branded items.
- (ii) The record of this cleaning to be maintained in register of O.I.C Housekeeping.
- (iii) Shifting & disposal of unwanted materials after the permission & written letter from Deputy Registrar to given location by University representative.
- (iv) Floor cleaning & cobweb removal work at all ducts.
- (v) Terrace cleaning with bleaching powder / water during rainy / non-rainy season respectively.
- (vi) Cleaning ceiling fans & exhaust fans with wet & dry dusters and required cleaning material.

6. LIST OF ITEMS / CLEANINESS MATERIAL REQUIRED FOR SAFAI (HOUSE KEEPER) WHICH ARE REQUIRED TO BE SUPPLIED BY THE AGENCY DURING THE CONTRACT PERIOD OF AGREEMENT ON MONTHLY BASIS AT HIS COST.

1. PHENYLE (LIQUID)(Branded)
2. CLEANZE SANITIZER
3. ODONIL
4. LIQUID SOAP (Branded)
5. HARPIC
6. DUSTER WHITE
7. FLOOR DUSTER (MOPS)
8. ROOM FRESHNER
9. NEP BALLS
10. BANDCO JHADOO
11. MANSION FLOOR POLISH
12. PHOOL JHADOO
13. DUSBIN WITH LID (LARGE)
14. BUCKETS
15. PLASTIC JUGS
16. COB WEB'S REMOVER
17. SWEEPING BRUSH
18. SCRUBBING BRUSHES

19. MARKIN CLOTH
20. PLASTIC OVC WATER PIPES WITH JET / NOZZEL-
21. PIXOL SANTIZER
22. TEEPOL
23. BLEACHING POWDER
24. REHDI FOR COLLECTION OF KUDA

Z. HORTICULTURE SERVICES

The Purpose of horticulture work is that the whole office campus must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work -environment and at the same time makes the office premises environment friendly and to make a good impression on the visitors and public who visit here for various purposes. The Contractor has to undertake all such jobs / activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. The Contractor shall perform the following job in this regard:

- (i) To maintain all the trees, pants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.
- (ii) To plant trees, shrubs etc by excavation / digging as and when required in the interest of the beautiful maintenance of the ambience / park / lawn of IMU-KC.
- (iii) To prepare and maintain flower beds, seasonal and perennial both.
- (iv) To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer.
- (v) Cutting of grass in lawns, play grounds pruning of plants at required intervals and removing the waste to the proper place with the help of brush cutter.
- (vi) Clearing Jungle including uprooting of rank vegetation, grass, brushwood, trees, sapling of girth.
- (vii) Earth work in excavation for play ground by mechanical means (Hydraulic excavator / manual means.)
- (viii) Regular watering of grass, lawns, trees, plants, shrubs etc and hoeing and weeding in and around them.
- (ix) Spraying of insecticide and fungicide application / spreading of chemical and manure as and when required / advised.
- (x) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.
- (xi) The Contractor shall bring his tools & gadgets i.e. Electrical Lawn mowers, post hole digger, electrical shrub cutters, edging shear, battery powered cordless hedge cutter, battery operated brush cutter, hedge cutter, grass trimmer, tree branch cutter, water pipe, wood chipper & shredder.
- (xii) Play grounds has to be kept clean and maintained in such order that no wild grass & stray vegetation comes up.

8. Other Terms and Condition:

1. The chemical, fertilizer, cow dung manure, insecticides, pesticides, fungicides and at least 200 saplings of seasonal plants / flowering plants will be supplied by the Contractor at his own cost.
2. The Contractor will be provided water and electricity free of cost for performing the housekeeping and horticulture services within the premises of IMU-KC.
3. The cost of cleaning material and supply of manure / pesticides / fungicides / free saplings is estimated at @2.5% of estimated cost of campus and residential area put to tender.

Bidder's Representations And Warranties

The selected bidder hereby represents warrants and confirms to the IMU-KC that:

1. He has the necessary skills, knowledge, experience, expertise, required capital net worth, adequate and competent Facility staff, systems, equipment and procedures and capability to duly perform its obligations in accordance with the terms of the tender / Agreement and to the satisfaction of the IMU-KC, provided, however, that the IMU-KC's judgment as regards the quality and skills of the Bidder and his Facility Staff shall be final and binding on the Bidder.

2. The personnel deployed by the service provider for the job shall meet the following requirements:

- (i) Should be medically fit, sincere, active and energetic
- (ii) Should possess good conduct and discipline
- (iii) Should not have any criminal records

Aged between 18-55 years (**Mode of proof of age should be age as per ESIC card or matriculation certificate**). The original proof should be submitted for verification to IMU-KC. Photocopy of the document is to be submitted with IMU-KC office. Age of the outsourced personnel should not be more than 55 yrs. The person who is going to attain the age of 55 years in this cycle of 1 year should not be engaged by the service provider.

3. The execution of the Agreement and providing services hereunder by the Bidder to the IMU-KC does not and will not violate, breach any covenants, stipulations or conditions of any Agreement, Deed entered into by the Bidder with any third parties.

4. Bidder shall abide by all laws of the land including, Labour Laws ,ESI, PF, Bonus, Income Tax or any other extra taxes levied by the Government, Companies Act, and all other obligations applicable to this contract regardless of whether such obligations enumerated and defined herein, any such onus shall be the exclusive responsibility of the Bidder, and it shall not involve IMU-KC in any way whatsoever.

5. The Service provider shall be solely responsible for any accident, damage or injury caused to any of his employees or property or any person or property in course of the Service and death while on service and shall not hold the IMU-KC responsible in respect of any claim made by any person for any reason whatsoever. The service provider will make no claim for reimbursement or other form of claims arising out of such accidents etc. against IMU- KC. In the event of IMU-KC incurring any loss due to the above, Service provider shall indemnify IMU-KC to the extent of its loss on this account. Service provider shall be solely responsible for reporting to IMU-KC and concerned authorities immediately of any serious or fatal accident. The service provider should ensure that the outsourced personnel are physically fit to work under sun or Kolkata weather at all times of the year during working hours or amended working hours. No claim of outsourced personnel to not to be able to work due to harsh weather can be entertained.

6. There shall not be any Master-Servant or Employer-Employee relationship or any legal or contractual relationship between the IMU-KC and outsourced staff deployed by the service provider for any purpose including any claim, disputes, rights & duties etc. between the service provider and his personnel. The outsourced staff shall be the employees of the service provider and all the statutory compliances, liabilities and obligations including the requirements to deposit contributions for and to file periodic returns of details of persons deployed under various labour legislations such as Provident Fund Act, Employees State Insurance Act, Minimum Wages Act (Contract Labour (Regulation & Abolition Act 1970), etc. and all other labour and other legislations as applicable from time to time, during the currency of the contract, with regard to the personnel engaged by the service provider for service to IMU-KC, are the responsibility of the service provider and shall be solely complied with and met by the service provider. Any penalty / damage / claim / compensation of any nature whatsoever arising out of any litigation or non-compliance of various labour and other legislations as determined by concerned Government Authorities shall be solely and directly borne by the service provider. The Service provider shall indemnify IMU-KC, in the event of imposition of any such penalty / damage / claim / compensation etc to the fullest extent of such penalty etc.

7. The service provider shall alone be responsible & entitled to act in pursuance of this Contract and the service provider shall not directly or indirectly transfer, assign or makeover any rights and obligations of the contract or any part thereof to any other persons.

8. IMU-KC reserves the right to increase or decrease the number of personnel. The Bidder should be able to provide 3 times the number of personnel as mentioned in this tender document. The addition personnel if asked will be needed to be deployed within 2 days of the requisition.

9. In the event of any losses or damages to any Properties or effects of University by theft, Pilferage, the service provider shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by the University, if such loss is attributable to the conduct of staff deployed by the service provider.

10. Personnel engaged shall be properly trained by the Service Provider.

BIDDER'S COVENANTS

1. The selected Bidder will issue detailed working instructions to their employees which should have prior approval by the director, IMU-KC. This, inter-alia, implies that each individual should know and execute his responsibilities, as per the instruction issued to them by IMU-KC. The administrative issues like leave, weekly off, discipline etc. of the outsourced personnel are the responsibility of the service provider.
2. It will be the responsibility of the service provider to provide all personnel with **Uniform (uniform includes 2 sets each of shirt, pant, socks and 1 set of safety shoes), Identity Card** etc. by the service provider at his cost. The service provider should also supply all necessary safety consumables like gloves, masks, etc without any additional cost. The type of uniform to be provided to the lady personnel will be decided by the service provider. However, it will be the responsibility of the service provider to ensure that the uniforms provided to them are formal and in sync with the uniform provided to other personnel. The uniform provided to supervisor should have the word "SUPERVISOR" written on the backside of uniform.
3. The service provider should furnish two copies of the bio-data (Format-Appendix II). All original documents are also needed to be submitted for verification by IMU-KC. All the documents are needed to be submitted **at least six days** before the start of the period of contract for verification by the Officer in Charge, IMU-KC. After verification all the original documents with one copy of **bio-data** will be returned to the service provider as approved or disapproved. In case the bio-data is disapproved then the service provider is needed to provide a second list of bio-data for approval within 2 days of intimation. A third opportunity will be given to service provider for providing bio-data of eligible personnel within two days of intimation of their failure in the second attempt also. However failure in the third attempt may result in termination of the contract and forfeiture of security deposit, as it will be considered that the service provider does not have eligible personnel for deployment in the campus. The Service Providers are advised to read the bio-data carefully before submitting.
4. An undertaking as provided in the attachment to the bio-data is to be taken from the Personnel in the language they understand the best. The undertaking should be submitted along with the bio-data, with a certified English translated copy.
5. On their first deployment in the campus, no Personnel will be allowed to attend the duty without approved bio-data and without uniform and all other accessories to be provided to them by the service provider.

6. The service provider should furnish to IMU-KC the bio-data of any changes of the personnel posted in the IMU-KC within 24-hours of the deployment. IMU-KC reserves the right to reject any person posted in IMU-KC without assigning any reason. In such case the firm has to deploy the replacement within 24hrs.
7. No Personnel can be deployed in IMU-KC:
 - a) against whom any police complaint (FIR or Diary) has been/was filed
 - b) against whom any disciplinary action is initiated,
 - c) who is/was terminated on grounds of misconduct / misbehavior by any employer / outsourcing agency.
8. The antecedents of outsourced staff deployed should be verified by the service provider from local police authority before the start of the contract. **Police verification** report is needed to be submitted to IMU-KC before deployment of any person in IMU-KC. Outsourced personnel employed should be in possession of Aadhar Card & ESIC Card. The copy of the Aadhar Card & ESIC Card should be produced before the start of the contract failing which the outsourced personnel won't be engaged. An undertaking in this regard may be submitted to IMU-KC at the time of bidding.
9. Medical Certificate of the deployed outsourced staff should be produced indicating that they are physically fit for deployment.
10. It will be the responsibility of the service provider to provide details of manpower deployed by him, in IMU-KC, to the Labour department.
11. The service provider shall ensure adequate Supervision wherever the outsourced services are provided.
12. The service provider should maintain a Personnel deployment Register for recording the attendance of the employees, as per the specification given by the Officer in Charge of IMU-KC. The service provider shall also provide, along with the every monthly bill, a self certification that he had raised the bills only to the extent of the deployment of his personnel and corresponding amount paid to them Plus the applicable service charges. Bill payment will be subject to certification of deployment of personnel and work done, by the Officer In charge of IMU-KC. The Service provider has to give an undertaking (on the format), which may be countersigned by the concerned officer In Charge of IMU-KC, regarding payment of wages as per rules and laws in force.
13. Personnel on off duty will not be allowed to visit any other duty points and presence at other places or even other duty points will be considered as being absent from duty place and trespassing into unauthorized territory.

14. The right to increase / decrease the additional zones or areas under services rests with the IMU-KC. Unit rates shall be applied in case of such increase / decrease.
15. The following documents will be maintained by the Bidder:-
 - a) Daily Attendance Register
 - b) Daily work performance register
16. Bio Metric attendance system (BAS): The Service Provider shall supply and install BAS for monitoring the supervisors' and staffs daily attendance.
17. The equipment's / tools / machineries / floor cleaners / vacuum cleaners required for House Keeping services will be supplied by the Bidder, cost / hire charges of which is to be included in the Profit margin or Service Charges quoted by the bidder and no such equipment / tools etc. will be provided by IMU-KC.
18. Equipment, if any, provided by IMU-KC, shall have to be returned just before the end of the contract. The service provider shall compensate IMU-KC, for the loss / damage, if any, of the equipment provided by IMU-KC.
19. In the event of any loss, theft or robbery inside the campus or damage occasioned to the Department, as a result of any lapse on the part of the service provider or its outsourced personnel deployed in IMU-KC, which would be established after an enquiry conducted by IMU-KC, the said loss can be claimed from the service provider upto the value of the loss. The decision of the IMU-KC will be final and binding on the agency.
20. Food, Accommodation arrangements for the staffs will not be provided by IMU-KC.
21. Deployed personnel should not be doing any private work like washing clothes, bathing etc. during duty hours. The staffs required to be present at duty place. They are prohibited from unauthorized stay inside their working area after duty hours. Personnel present in the campus but absent from their duty place would be considered as ABSENT.
22. Outsourced personnel are prohibited from photography or exhibition of any sort unless specifically instructed by IMU-KC.
23. The outsourced personnel should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
24. They are also required to be also trained in handling snake-sighting incidences, monkey menace, stray cattle etc. The nearest available personnel will be immediately asked to

manage to drive the snake or such dangerous reptiles and animals out of the residential / other spaces in any event of snake / animal-sighting, biting or insane dog existence in campus and hence should have knowledge of dealing with these situations. Driving out such creatures will be the responsibility of the outsourced personnel.

25. In emergent situations, outsourced personnel deployed shall also participate as per their role defined in the disaster rescue / recovery plan, if any, of the Department. They should be sensitized for their role in such situations.
26. Any other provisions as advised by the IMU-KC may be incorporated in the agreement. The same shall also be binding on the service provider.
27. In any case of grouping or forming assembly, strikes, gheraos, cessation of work by the deputed outsourced personnel or such other incidents which will be deemed unsuitable to the atmosphere of the campus, the contract may be terminated with immediate notice. In case of such events the service provider will be imposed with penalty which is full service charge of the current and the previous month. IMU-KC may ask the service provider to replace any outsourced personnel, if found involved in such activity.

BIO DATA

Name: _____

*Age (as per ESIC Card or Matriculation Certificate): _____

*Local Address :-

*Permanent Address:-

*Educational Qualification :

*Experience :

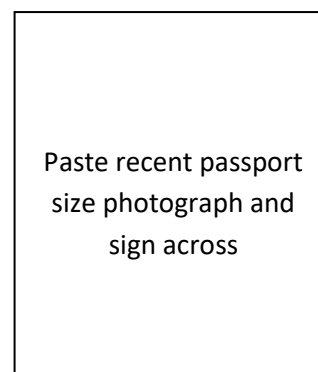
*AADHAR No.: _____

*Medical Certificate No. and date: _____

(Medical Certificate scope should cover the scope of tender for determining physical fitness including working for long hours under direct sunlight)

*Police Verification Certificate No. and date: _____

[Self attested copy of the proof is needed to be attached with the bio data for the items marked in asterisk ()]*



DECLARATION:-

I have understood all the terms and conditions of the tender document and I am physically fit and capable of doing all the work as stipulated this tender document. I undertake that I will not be involved in any unlawful activity. I will not instigate or participate in any strike, gherao etc. I will not form any kind of group, association etc., failing which I would be liable for termination at any time. I will put forward my grievances, if any, only through the proper channel.

Date:

Signature of the outsourced personnel

I undertake that the detail mentioned above are true and correct in all respect and all the details and conditions of tender documents are thoroughly explained to our personnel outsourced by IMU-KC.

Signature and stamp of the service provider

Penalties & Fines

1. In case the service provider fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements, IMU-KC reserves the right to impose the penalty as detailed below:-
 - 1.1. 0.5% of cost of order/agreement per week upto one week of delay.
 - 1.2. After one week delay, IMU-KC reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other service provider(s). The difference if any may be recovered from the defaulted service provider and also the defaulting service provider shall be black listed for a period of 4 years from participating in such type of tender and his earnest money / security deposit may also be forfeited, if so warranted.
2. Penalty of Rs. 500/- for each default per day will be applicable, if the penalties are not stated anywhere else in this tender document.
3. The personnel engaged by the service provider shall be dressed in neat and clean uniform **[uniform includes shirt, pant, socks and shoes (for ladies uniform is as mentioned elsewhere in the tender document)]** properly tucked in with **Identity Card** etc. failing which it will invite a penalty of Rs.100/- per instance of missing any of the above mentioned items and Rs. 500/- per instance of not wearing uniform. Habitual offenders in this regard will be asked to be removed from the University. The penalty on this account shall be deducted from the Service provider's bills.
4. In case any public complaint is received attributable to misconduct / misbehavior of service provider's personnel, **a penalty of Rs.1000/-** for each such incident shall be levied and the same shall be deducted from service provider's bill. Further the concerned service provider's personnel shall be removed from IMU-KC's system immediately.
5. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Officers / Staff / Students etc. and should project an image of utmost discipline. IMU-KC shall have the right to have any outsourced personnel removed in case of tenable complaints from Officer / Staff / Students or as decided by representative of IMU-KC if the person is not performing the job satisfactorily or is considered to be undesirable or for any other reason deemed fit by IMU-KC. The service provider shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by IMU-KC, failing which it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IMU-KC will be imposed.
6. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the service provider will be liable to be forfeited to IMU-KC besides annulment of the contract. If any of the above condition is violated, IMU-KC has the right to impose any penalty as decided by the IMU-KC's administration.

7. Outsourced **personnel found drunk or sleeping on duty or absent from duty is to be removed by the Service provider.**
8. The service provider shall ensure that its personnel shall not at any time, without the consent of IMU-KC in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the IMU-KC and shall not disclose to any information about the affairs of IMU-KC. This clause does not apply to the information, which becomes public knowledge.
9. If any of the tender condition is violated, IMU-KC has the right to impose any penalty as deemed fit by the IMU-KC's administration.
10. Any liability arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all expenses / fines.
11. IMU-KC may ask the service provider to remove the persistent late comers and frequent absentees and to provide replacement without affecting the work.
12. In case of housekeepers are not present on duty after marking attendance, an amount of Rs. 1500/- will be fined.
13. Misuse of official telephone or computer, an amount of Rs.1000/- will be fined (in addition recovering the actual cost of misuse).
14. In case of any unsatisfactory service, deduction upto 10% of the amount due for the month will be imposed on the service provider. In case of late attendance / absence during working hours / loitering during working hours by any personnel of the service provider, the Deputy / Assistant Registrar or any person authorized by the Director reserves the right of reduction of any amount from the bill payable as it may deem fit.
15. In case any public / student / staff complaint is received attributable to misconduct / misbehavior of contractor's personnel, proved to the satisfaction of the Director, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further, the concerned contractor's personnel may be removed from IMU-KC's campus immediately.

Schedule to Appendix IV

(to be submitted by Service Provider with each bill)

SL	DEFAULT	QUANTUM OF PENALTY	AMOUNT
1.	Failure to clean toilet 3 times a day	Rs. 500 per instance	
2	Failure to keep common toilet area clean	Rs. 500 per unit of toilet	
3	Failure to keep the VATs clean	Rs. 1000 per VAT	
4	Failure to keep the classes clean	Rs. 500 per class	
5	Failure to keep the playground clean	Re. 1 per square foot	
6	Failure to keep the roads clean	Re. 1 per square foot	
7	Failure to keep the corridors clean	Rs. 10 per square foot	
8	Failure to keep the horticulture in shape	Rs. 10 per square foot	
9	Any act of indiscipline such as misbehaving, malhandling, theft, smoking, tobacco chewing, not wearing total / partial uniform, etc	Rs. 2000 per instance.	
10	Any act of gherao, strike or similar other act detrimental to the health of institution	Rs. 10,000 per instance.	

1. The deduction of amount will be from Service Provider bill. It is not IMU-KC's responsibility that whether that amount is recovered from outsourced personnel or not by the service provider.
2. Quantum of penalty will be total cost of outsourced personnel including service charge but excluding GST.

Annexure-I

(Technical Bid-Cover 1)

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

Tender for providing 'Campus Maintenance (Housekeeping and Horticulture Services for campus / residential area within IMU - Kolkata premises'

Ref: IMU-KC's Tender Notification No.IMU/KC/AE(C)/HK/01 dated 21/08/2020

From

Name & Address of the Bidder

Ph:

Email:

To,
The Director,
Indian Maritime University,
P-19, Taratala Road
Kolkata - 700088.

Dear Sir,

We hereby submit our Technical Bid for providing 'Campus Maintenance (Housekeeping and Horticulture Services at IMU - Kolkata for Campus / Residential area ' as detailed below:-

1. Experience in the business of providing Similar Service Since 2016-2017:

Sl	Eligibility Criteria details	Bidders Confirmation
1	Whether in the business of Providing Similar Service Since 2016-2017 or earlier & meet this eligibility criteria (Yes / No)	
a)	Since which Year?:	
b)	Mode of Proofs enclosed:	Page No.
(i)		
(ii)		
(iii)		
(iv)		
(v)**		

** - May add more rows as required

2. A. Similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last three financial years (2016-17 to 2018-19):

Sl	Eligibility Criteria details	Bidders Confirmation
----	------------------------------	----------------------

A	Whether carried out similar service with minimum value specified in any one of the three set of minimum service values (a or b or c) during 2016-2017 to 2018-19& thereby meet this eligibility criteria (Yes / No)	
a)	At least one similar service with a minimum value of Rs.54.59 lakh for fulfilling eligibility for tender in Campus area or Rs24.26 lakh for fulfilling eligibility for tender in residential area: (Yes / No)	
b)	At least two similar services with a minimum value of Rs.40.94lakh for fulfilling eligibility for tender in campus area or Rs18.20lakh for fulfilling eligibility for tender in residential area: each (Yes / No)	
c)	At least three similar services with a minimum value of Rs27.30 for fulfilling eligibility for tender in campus area or Rs12.13 lakhs for fulfilling eligibility for tender in residential area : (Yes/ No)	

2. B. Details of similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last three financial years (2016-17 to 2018-19):[in proof of sl. No. 2-Aabove):

B	Mode of Proofs enclosed: (With Name, Address & Contact No. of the Client for whom Housekeeping Services was provided)	Value of the Work (Rs)	Page No.
(i)			
(ii)			
(iii)			
(iv)			
(..)**			

** - May add more rows as required

Note: "Similar Service" means contract for providing 'Campus Maintenance (Housekeeping and Horticulture) with Government / Semi-Government / Public Sector organizations / National level educational institute like IIT, IIM, NIT and Universities / Banks / PSU's / Public Limited Company or A Private Limited Company with a minimum work force of 100 employees.

3. Minimum Annual turnover

(Rs. In Lakh)

Sl	Eligibility Criteria details	Bidders Confirmation	
(i)	Whether the bidder has a minimum Annual turnover of Rs. 01 crore during each of the last three Financial years (2016-17, 2017-18 and 2018-19) [YES / NO]		
	Year / Proof enclosed	Turnover	Page No.
(i)	2016-17/		
(ii)	2017-18 /		
(iii)	2018-19 /		

4. Other Eligibility Criteria & Essential requirements and other details:

SI	Particulars	Bidders Confirmation / Details	Details of Proof enclosed	Page No.
(i)	Whether the Bidder have a valid PAN, AADHAR and GST		Copy of PAN AADHAR and GST	
(ii)	Whether the Bidder has covered their Staff employed under ESI and PF other [YES / NO]			
(iii)	Whether obtained License Under Contract Labour (R&A) Act [YES/NO]			
(iv)	Whether the Bidder has been debarred or blacklisted by any Government department / agency so far on account of fraudulent or corrupt practices or inefficient / ineffective performance [YES/NO]		Declaration to this effect	
(v)	Whether the Bidder has attached EMD separately for an amount of Rs.1,36,500.00 for campus area or Rs. 61,000.00 for residential area (tick which is applicable) from Nationalized or scheduled bank / Submitted registration certificate for MSME / NSIC. [YES / NO]		Original DD No. _____ enclosed with technical bid	
(vi)	Whether the bidder inspected the site. If so, date and time of inspection of site:[YES / NO]		NA	NA
(vii)	Form of Organization [Sole proprietorship / Partnership / Pvt. Ltd Company etc]:			
(viii)	Provident Fund Reg. Number			
(ix)	ESI Reg. Number			
(x)	Other Modes of Proof enclosed			
(xi)	No of personnel to be engaged for Housekeeping / horticulture works for campus & residential area (to be shown separately).			

Name, Designation, Address and Telephone No. of Authorized person(s) of Firm / Agency:

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

Declaration

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

Date:

Signature with Seal of
Authorized Signatory

Place:

BIDDER MEMORANDUM & UNDERTAKING

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

1. General Description

Tender for Providing "Campus Maintenance (Housekeeping and Horticulture) Services for Campus/residential area within IMU – Kolkata premises. Tender No. IMU/KC/AE(C)/HK/01 dated 21/08/2020

Period of Contract

One year from the date of commencement of work.

[The contract is extendable at the same terms and conditions by one more year (twice) subject to providing of service to the satisfaction of IMU-KC, at the option of IMU-KC]

2. Forfeiture of Earnest Money Deposit & Undertakings by the Bidder

Should this tender be accepted in whole or in Part, I / we here by agree:

- a) to terms and abide and fulfill all conditions annexed hereto and all the terms and provisions contained in all parts of the tender documents so far as applicable and/or in default thereof the EMD paid by us will be forfeited in favour of IMU-KC.
- b) To execute all the Services referred to there in the tender documents upon the terms and conditions contained or referred to therein, and carryout such deviations as may be ordered by IMU-KC.
- c) This is to certify that I / We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake to abide by all the terms and conditions laid down in the tender/bid documents.

3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other Charges applicable from time to time. I / We will pay the wages to the Personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully & solely responsible for any violation.

SIGNATURE:

FOR AND ON BEHALF OF:

DATE:

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

To,

The Director,
Indian Maritime University (Kolkata Campus),
P-19, Taratala Road
Kolkata - 700088

Sir,

Being duly authorized to represent and act on behalf of
hereinafter called "the bidder" and having visited the site and examined the Conditions of Contract, Scope of works, Schedules and Bill of Quantities for the Tender for providing Campus Maintenance (Housekeeping & Horticulture) Services for campus / residential area at Indian Maritime University - Kolkata Campus, Taratala, Kolkata.

1. We offer to execute the work in conformity with the said Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of as per the detailed price bid for campus area / residential area enclosed.
2. We undertake, if our Tender is accepted, to achieve completion of the service for the periods specified in this Schedule.
3. We agree to abide by all the terms and conditions of the Tender in all its parts including its annexure & forms, for a period of One year from the date of commencement of work as per the tender document or such further period as may be mutually agreed, it shall remain binding upon us and may be accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period of One year or such extended period as mutually agreed upon, I/We forfeit and forgo the Security Deposit to IMU-KC.
4. Unless and until a formal Agreement is prepared and executed, this tender, together with our written acceptance thereof, shall constitute a binding contract between us.
5. I / We understand that the Indian Maritime University, (Kolkata Campus) reserves the right to,
 - a) Amend the scope of tender and value of contract under this work;
 - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender(s).

I / We agree that the Indian Maritime University Kolkata Campus will not be liable for any such action and will be under no obligation to inform the bidder of the grounds for such action.

6. If our tender is accepted we understand that we are held fully responsible for the due performance of the contract.
7. We agree to execute all the works referred to in the tender documents for campus / residential area in accordance with the terms and conditions contained or referred to therein and to carry out such deviations as may be communicated by IMU-KC.

SIGNATURE:

FOR AND ON BEHALF OF:

DATE:

ANNEXURE-III

FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(to be used by all scheduled banks)

In consideration of Indian Maritime University, P-19, Taratala Road, Kolkata-700088 (hereinafter called "The Buyer") having agreed to exempt M/s..... having its registered office at (hereinafter called "The Party") from the demand, under the terms and conditions contained in the Tender/ Purchase Order No.dated (hereinafter called "the said Tender / Order") of security deposit for the due fulfillment by the said Party's of the terms and conditions contained in the said Order, on production of a Bank Guarantee for Rs. (Rupees only), we, Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to the Buyer an amount not exceeding Rs..... against any loss or damage caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said order.

2. We,.....Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said order or by reason of the Party's failure to perform the said order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

3. We,.....Bank Limited further agree to the Guarantee herein contained

shall remain in full force and effect during the period that would be taken for the performance of the said Tender / Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender / Order have been fully paid and its claims satisfied or discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms and conditions of the said order have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the

..... we shall be discharged from all liability under this Guarantee thereafter.

4. We,.....Bank Limited further agree with the Buyer that the Buyer 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 Tender / Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender / Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any forbearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We, Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees)

and that this Guarantee shall remain in force until its expiry on the(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry, all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For..... Bank Limited.

Dated the day of 20.....

MANDATE FORM
(Account/s Information form)

REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR RECEIVING PAYMENTS FROM IMU.

A. DETAILS OF ACCOUNT HOLDER:

NAME OF ACCOUNT HOLDERER / FIRM

COMPLETE CONTACT ADDRESS

MOBILE NUMBER / PH NO

E.MAIL:

PAN :

B, BANK ACCOUNT DETAILS:

ACCOUNT NAME (Name appearing In your Cheque Book)

BRANCH NAME WITH COMPLETE ADDRESS,

TELEPHONE NO

BRANCH CODE

Note: Please attach a Cancelled Cheque along with the account information form.

COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account must be in the name of the Firm as appeared in the bill. In case of other Beneficiaries (Non-vendor) the Account name must be in the name of Applicant)

IFSC CODE

TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)

MICR CODE OF BANK

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the IMU responsible.

(.....)

Signature of Beneficiary

Date:

Mandatory for Vendors/suppliers/Contractors etc., Payment:

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp with Date & Place)

(.....)

Signature of Bank Manager



INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

P-19 TARATALA ROAD, KOLKATA, 700 088

Tender for providing Housekeeping and Horticulture Services in campus area and residential area within IMU – Kolkata Campus premises

Tender No.: IMU/KC/AE(C)/HK/01 dated 19/08/2020
Volume II

PRICE BID-Campus Area &
Residential Area

INDIAN MARITIME UNIVERSITY- KOLKATA CAMPUS

VOLUME-II PRICE BID

C- CAMPUS AREA

Minimum Number of workers to be engaged as assessed by IMU-KC for Housekeeping and horticulture works in Campus area within IMU Campus premises:

Housekeeping & Horticulture Staffs
(unskilled)= 27 (Twenty seven).

Sl No	Description of Items	Rates in Figure(Rs)	Rates in words (Rs)
1.	Total Manpower cost per Month (26 days) for the Housekeeping & Horticulture services (in terms of scope of works, Appendix-1,Volume-1) as per Annex- IV for 27 unskilled worker.		
2	Fixed Monthly Charges for Cleaning Materials, Instruments / Machinery, Chemicals& Horticulture related activities etc. per Month as per Annexure-V		
3	Contractor service charges (lump sum monthly amount to be quoted) for providing the housekeeping and horticulture services as specified in the tender.		
4	Grand Total (1+2+3) per Month		
5	Amount for one Year excluding GST (4x12m)		

Note:

1. Month means 26days.
2. Rate of Basic Wage pertaining to 'A' Area as contained in The Chief Labour Commissioner (Central), Ministry of Labour & Employment, GOI vide No.1/VDA(5)/2020-LS-II dated 08.05.2020, for revised rates of minimum wages.
3. Grand total amount is exclusive of GST rates. The bidder must note that GST shall be applicable extra as prevalent under the rule during the month of rendering services to IMU-KC campus.

4. Bonus has to be paid by the contractor as per prevailing Bonus Act, which will be reimbursed upon submission of proof of payment. However the reimbursement will be as per the minimum bonus amount prescribed in the bonus Act.
5. Service charge will be changed on pro-rata basis if and only if there is increased / decreased in number of staffs deployed. There will be no change in service charges with increase of minimum wages or VDA.

Date:

Signature of the Tenderer with Seal & Address

ANNEXURE-IV

**PRICE BID-Campus Area
Details of Manpower cost (House Keeper)**

Sr No	Component of Wages	Per Unskilled Worker (Rs.) per day
1	Minimum Basic Wage per day	629.00
2	EPF (Employer contribution) @13% on Sr No 1 (#)	81.77
3	ESIC (Employer Contribution) @ 3.25% on Sr No 1	20.44
4	Provision of Bonus as per Bonus Act (will be reimbursed upon submission of proof of payment)	Not to be Quoted
5	Total (1 to 3) per day per person Rs.	731.21
6	No of Staff to be deployed	27
7	Total amount per month (5x6x26 days)	

Date:

Signature of the Tenderer with Seal & Address

#Notes:

1. The bidder must note that EPF shall be paid as per prevalent rates on receipt of proof of deposit during the month of rendering services to IMU-KC campus.

**VOLUME-II
PRICE BID**

R- RESIDENTIAL AREA

Minimum Number of workers to be engaged as assessed by IMU-KC for Housekeeping and Horticulture works in residential area within IMU Campus premises:

Unskilled workers: 12 (Twelve).

Sl No	Description of Items	Rates in Figure (Rs)	Rates in words (Rs)
1.	Total Manpower cost per Month (26 days) for the Cleaning & Horticulture services (in terms of scope of works, Appendix-1, Volume-1) as per Annex- VI for 12 unskilled worker		
2	Fixed Monthly Charges for Cleaning Materials, Instruments / Machinery, Chemicals & Horticulture related activities etc. per Month as per Annexure-VII		
3	Contractor service charges (lump sum monthly amount to be quoted) for providing the housekeeping and horticulture services as specified in the tender.		
4	Grand Total (1+2+3) per Month		
5	Amount for one Year excluding GST. (4x12m)		

Note:

1. Month means 26 days.
2. Rate of Basic Wage pertaining to 'A' Area as contained in The Chief Labour Commissioner (Central), Ministry of Labour & Employment, GOI vide No.1/VDA(5)/2020-LS-II dated 08.05.2020, for revised rates of minimum wages.
3. Grand total amount is exclusive of GST rates. The bidder must note that GST shall be applicable extra as prevalent under the rule during the month of rendering services to IMU-KC campus.
4. Bonus has to be paid by the contractor as per prevailing Bonus Act, which will

be reimbursed upon submission of proof of payment. However the reimbursement will be as per the minimum bonus amount prescribed in the bonus Act.

5. Service charge will be changed on pro-rata basis if and only if there is increased /decreased in number of staffs deployed. There will be no change in service charges with increase of minimum wages or VDA.

Date:

Signature of the Tenderer with Seal & Address

ANNEXURE-VI

**PRICE BID-Residential Area
Details of Manpower cost (House Keeper)**

Sr No	Component of Wages	Per Unskilled Worker (Rs.) per day
1	Minimum Basic Wage per day	629.00
2	EPF (Employer contribution) @13% on Sr No 1(#)	81.77
3	ESIC (Employer Contribution) @ 3.25% on Sr No 1	20.44
4	Provision of Bonus as per Bonus Act (will be reimbursed upon submission of proof of payment)	Not to be Quoted
5	Total (1 to 3) per day per person Rs.	731.21
6	No of Staff to be deployed	12
7	Total amount per month(5x6x26days)	

Date:

Signature of the Tenderer with Seal & Address

#Notes:

1. The bidder must note that EPF shall be paid as per prevalent rates on receipt of proof of deposit during the month of rendering services to IMU-KC campus

