



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

TENDER FOR

“OUTSOURCING OF MANPOWER REQUIREMENT AT IMU KOCHI CAMPUS”

TENDER NO: IMU/ KOC/T- 004 / MANPOWER /2020

VOLUME - I

TECHNICAL BID

Last Date for Submission : 11:00AM on 30.12.2020

Date & Time of Opening : 11:30 AM on 30.12.2020

TENDER ABSTRACT

Tender No: / IMU/ KOC/T- 004 / MANPOWER /2020

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

Name of the Work: Outsourcing of Manpower Requirement at IMU Kochi Campus.

Estimated Cost : Rs. 40,00,000/-

EMD : NIL

Date of Publishing : 09.12.2020

Last Date for Submission : 30.12.2020 - 11.00 AM.

Opening of Technical Bid : 30.12.2020 – 11.30 AM.

Tender documents can be downloaded from the website www.imu.ac.in free of cost. A pre bid meeting is scheduled at 3 PM on 16.12.2020 through video conferencing. The link for video conferencing can be obtained by sending request mail to dradmin.kochi@imu.ac.in or aradmin.kochi@imu.ac.in.

DEPUTY REGISTRAR

1. PREFACE

Sealed Tenders are invited by the Director, Indian Maritime University Kochi Campus under Two Bid System- Technical Bid and Financial Bid-from reputed, experienced and financially sound organisations for providing manpower to Indian Maritime University Kochi Campus for one year (extendable to further two years) on the terms and conditions mentioned in the tender document.

2. NAME AND ADDRESS OF THE AUTHORITY

Director,

Indian Maritime University, Kochi Campus,

South End Reclamation Area (Located on NH 966B),

Near Alexander Parambithara Bridge,

Matsyapuri P.O.

Willingdon Island, Kochi- 682029.

2.1 CONTACT PERSON(S) FOR ANY QUERIES RELATED TO TENDER

Tender related clarification may be obtained from:

Deputy Registrar/ Assistant Registrar
Indian Maritime University, Kochi Campus.

Written queries can be sent by email at:

dradmin.kochi@imu.ac.in

aradmin.kochi@imu.ac.in

3. BRIEF DETAILS OF THE TENDER

i.	Name of the work & location	Outsourcing of Manpower requirement at IMU Kochi Campus, Indian Maritime University, Kochi Campus South End Reclamation Area, NH-966 B, Near Alexander Parambithara Bridge, Matsyapuri P.O. Willingdon Island, Kochi- 682029
ii	Tender fee:	Nil
iii	Tender No.	IMU /KoC/T-004/ MANPOWER /2020
iv	Date of issue/publishing of Tender document	09.12.2020
v	Pre Bid Meeting	16.12.2020 @ 03.00 PM through video conferencing
vi	Place of Submission of tender	Indian Maritime University Kochi Campus office
vii	Last date of submission of Tender	30.12.2020 at 11 AM
viii	Date and time of opening	30.12.2020 at 11.30 AM at Conference Hall of IMU Kochi Campus
ix	Earnest Money Deposit (EMD)	NIL
x	Type of Bid	Two bid system (Technical & Financial) in separate sealed envelopes
xi	Period of validity of tender	Three Months from date of opening of Technical bid
xii	Contract period	One year extendable up to two more years

TECHNICAL BID FORM

Tender for "Outsourcing of manpower requirement at Indian Maritime University Kochi Campus"

1. Name of the Tendering Company/Firm/Agency
(Attach certificate of registration)

2. Name of the Proprietor/Managing Director/Managing Partner
of Company/Firm

3. Status of the establishment (Public Ltd. / Pvt. Ltd. / Proprietary /
Partnership/Society)

4. Full address of the Registered Office

5. Telephone Number

6. Email address

7. Full address of the branch office in Kerala

8. Registration/Licence No. Under Contract Labour
Regulation and Abolition Act

9. PAN Number
(Attach attested copy)

10. GST Registration Number
(Attach attested copy)

11. EPF Registration Number
(Attach attested copy)

12. ESI Registration Number
(Attach attested copy)

13. Financial turnover of the bidder for the last 3 financial Years

Financial Year	2016-17	2017-18	2018-19
Amount in lakhs(Rs)			
Remarks			

(Attach separate sheet if space provided is insufficient)

14. Experience details of Manpower Supply contract by the bidder

(Attach copy of Contract / Work Order)

Details of Client	Types of manpower provided	Annual Contract value (Rs.)	Duration of contract		
			From	To	Total no of years

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

(Attach Power of attorney if the authorised signatory is Not Proprietor/Managing Director/Managing partner)

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

17. Bank Account Details:

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

18. Additional information, if any required

Date

Place

Signature with Seal of
Authorised Signatory

DECLARATION

1. I _____ signatory of the Company/firm mentioned above is competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender including Contract Agreement and undertake to abide by them if the contract is awarded.

3. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date

Place

Signature of authorized person

Full Name _____

Seal: _____

BID SECURITY DECLARATION

I/We-----

hereby states and understand that, if I/We -----

-----withdraw/modify our tender during the period of validity .

of the tender, The Indian Maritime University Kochi would suspend the bidder from

participation in any future tenders of Indian Maritime University for a period of six months.

Signature _____

Name _____

Date

Place

Capacity in which signed -----

Seal of the firm to be affixed.

DECLARATION REGARDING BLACKLISTING / DEBARRING

1) I / We, _____ Proprietor / Partner (s)/ Director (s) _____ of M/s _____ (Name of the organization) _____

do, hereby, declare that the firm / company/ Agency namely M/s _____ has not been blacklisted or debarred in the past by any other Government organization from taking part in Government Bids.

OR

2) I / We, _____ Proprietor / Partner (s)/ Director (s) _____ of M/s _____ (Name of the Organization) _____ do,

hereby, declare that the firm / company/ Agency namely M/s _____ was blacklisted or debarred by _____ (Name of Govt. Dept./organization) from taking part in Government Bids for a period of _____ years with effect from _____. The period is over on _____ and now the firm/ company/ agency is entitled to take part in Government Bids.

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

Signature _____

Name _____

Date
Place

Capacity in which signed -----

Seal of the firm to be affixed.

3.1 BID SECURITY DECLARATION

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

4.0 ELIGIBILITY CONDITIONS

The bidder shall fulfill the following qualifying criterion.

- (i) The bidder shall have at least three years' experience in successfully providing skilled, semi-skilled and unskilled manpower to Government or Public Sector Companies/Banks/Educational Institutions etc. during the last 5 years.
- (ii) The bidder shall have financial turnover of atleast Rs.40 lakhs per annum in each of the last three years.
- (iii) The bidder shall have been a registered establishment.
- (iv) The bidder shall have a valid contract labour license under the Contract Labour (Regulation & Abolition) Act,1970.
- (v) The Head Office/Branch Office of the bidder shall be located in Kerala State.
- (vi) The bidder shall have GST registration.
- (vii) The bidder shall have been registered under Employees Provident Fund Act and Employees State Insurance corporation Act.
- (viii) The bidder has not been black listed by any Govt agency for bidding. A self declaration in this regard shall be submitted along with technical bid.

Documentary evidence is required to establish the eligibility requirements for the conditions mentioned in Technical Bid. All the Mode of Proof Documents for meeting the eligibility criteria enclosed with the tender are to be self attested by the authorized signatory. With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be IMU's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

5.0. SCOPE OF WORK

The succesful bidder shall provide following manpower to IMU Kochi Campus.

Category	Nos
Senior Administrative Assistant	1
Personal Assistant to Campus Director	1
Marine Workshop Instructor	1
Computer Lab Instructor	1
Junior Electrical Engineer	1
Electrician	1
Hostel Warden (Male)	2
Admin./Academic/Finance Assitant	4

The number of manpower deployed may be increased or decreased at the option / requirement of the IMU Kochi Campus. The contractor shall pay the wages prescribed by the IMU to the manpower deployed. The contractor will maintain proper record as required under the various Laws / Acts and their rules and regulations.

5.1 Details of post

Sl No	Post name and Job Description	Tentative Requirement	Qualifications	Experience & other requirements
1	<p>Senior Administrative Assistant</p> <p>To carry out various jobs related to Student Welfare and Scholarship matters, Liaising with agencies - CoPT, DGS, CSL, CPWD, etc.</p>	1	Post Graduate in any discipline from a University recognized by Central Govt or State Govt.	<p>Minimum 6 years in Educational institute preferably in a Marine educational institution.</p> <p>Familiar with MS Office Computer application, online data entry etc.</p> <p>Working knowledge in Hindi is desirable</p> <p>Age up to 55 years</p>
2	<p>Marine Workshop Instructor</p> <p>Imparting Practical training to students, Up keep & maintenance of tools, machineries and equipments.</p>	1	Diploma in Mechanical Engg or ITI (mechanical/turner)	<p>Minimum 5 years Experience for ITI / 3 years for diploma holders in marine related Field.</p> <p>Age up to 40 years.</p>
3	<p>Computer Lab Instructor</p> <p>Maintenance and Upkeep of the Computer lab and other computers and peripherals at IMU, Audio Video systems, CCTV, Wi-fi and Biometric Systems; Liaising with IT Service providers</p>	1	Diploma in Computer Science/ Computer Applications	<p>Minimum 3 yrs experience in maintenance/ trouble shooting Computers & Eletronic systems & networking.</p> <p>Age up to 40 years</p>
4	<p>P.A to Director</p> <p>Taking dictations, typing and assisting the Director for preparation of reports, Attending phone calls, visitors and other secretarial functions</p>	1	Graduate in any discipline	<p>Proficient in communicative English and sound knowledge in computer operations with knowledge of MS Word, MS Excel, etc. Candidates should have a Typing Speed 30 wpm in English. Proficient in data entry, reprography and record keeping. 3yrs experience as stenographer/ secretary is desirable.</p> <p>Age up to- 35 years</p>

5	Hostel Warden (Male) Responsible for students discipline ,hostel room cleanliness, parade training to students, supervision of student mess ,uniform distribution etc	2	10 +2	Petty Officer in Seaman branch from Indian Navy/Coast Guard OR Havildar in Indian Army OR Sergeant in Indian Air Force. Working knowledge in Hindi & English is compulsory. Age up to- 50 years
6	Administrative/Accademic/ Finance Assistant Clerical support to Officers in Secretarial Academics, Finance and Establishment related jobs	4	Graduate in any discipline from a University recognized by central Govt or state Govt.	Should have sound knowledge in Computer Application, working with MS office,webpage data entry, reprography etc. Age up to- 40 years Minimum 3 year experience.
7	Junior Electrical Engineer General maintenance and up keeping of DG set Electrical system ,Water supply, Sewage systems etc.	1	Diploma/ B tech in Electrical and Electronics Engineering	3 years work experience in the operation/ maintenance of electrical equipment including DG set. Age up to 40 years
8	Electrician General maintenance and up keeping of DG set Electrical system ,Water supply, Sewage systems etc.	1	Diploma (electrical engg)/ITI(electrician)	2 years Experience for ITI holders in operation & maintenance of D.G sets and related systems or Diploma. Age up to 35 years

6.0 GENERAL INSTRUCTIONS TO BIDDERS

6.1 Submission of Bids

Bidders are instructed to submit the Bid in two separate sealed covers. The bids shall not be accepted after 11 AM on 30.12.2020 under any circumstances whatsoever.

Technical Bid(Cover-1) shall contain the following:

- 1) Duly filled up Technical Bid (Form I).
- 2) Attested copy of the Certificate of registration/Certificate of incorporation of the bidder.
- 3) Attested copy of the valid Registration/Licence No. under Contract Labour (Regulation & Abolition) Act, 1970.
- 4) Bid security declaration in the Attached format.
- 5) Attested copy of PAN/GIR Card.
- 6) Attested copy of the last 3 years Income Tax return filed by the bidder.
- 7) Attested copy of the GST registration certificate.
- 8) Attested copy of the PF registration letter/certificate.
- 9) Attested copy of the ESI registration letter/certificate.
- 10) Attested copies of Audited Profit & loss account and balance sheet for the last three years.
- 11) Attested Copies Certified documents in support of Experience.
- 12) Declaration regarding Black listing/debarring from taking part in Govt Bid.
- 13) The bid document and Model contract duly signed on each page by the bidder himself or by his authorized person.
- 14) Power of attorney if the bid is signed by an authorized person.

Financial Bid (Cover -2)

The bidders shall submit the financial bid in the prescribed Format (Form II).

The envelopes should be superscribed with Tender No, name of the bidder and Technical Bid/Financial Bid.

Those who wish to participate in the tender opening can attend the same through video conferencing. The request for the same may be send to the email dradmin.kochi@imu.ac.in.

6.2 A pre bid meeting with prospective bidders is scheduled on 16.12.2020 @ 03.00 PM through video conferencing. The request for attending pre bid meeting may be sent to dradmin.kochi@imu.ac.in. The tenderers are advised to examine the tender document

carefully and if there be or appear to be any ambiguity and / or discrepancy in the documents or any clarification is needed in the tender document or if they require any clarification with regard to tender, these should be referred in writing during the pre bid meeting.

6.3 In case of an unscheduled holiday on the prescribed closing / opening day of bid, the next working day will be treated as the scheduled prescribed day of closing / opening the bid. IMU Kochi shall not be responsible for delay, loss or non-receipt of bid.

6.4 Technical bids will be opened and scrutinized first. IMU Kochi Campus reserves the right to accept price bids of only such bidders whose technical bids are qualified. The decision of IMU Kochi Campus in this regard is final and binding on the bidder. The price bid of the bidder whose technical bid is not qualified will neither be opened nor returned to the bidder. The conditional bids shall not be considered and will be outrightly rejected in very first instance.

6.5 IMU Kochi Campus reserves the right to accept, or reject any tender and to cancel the bidding process and reject all tenders at any time prior to award the contract without assigning any reason and thereby absolve any liability to the affected tenderers and no correspondence in this regard will be entertained.

6.6 The authorized signatory of the tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he submit the bid for bidding. If the bidder withdraw/modify the bid during the period of validity of the tender, the Indian Maritime University will suspend the bidder from participation in any future bids of IMU for a period of 6 months.

6.7 The bidder must not be a debarred or black-listed individual / Company/ Firm/ Agency/Organisation by any authority of any State Government or Central Government or any of their PSUs on the day of submission of bid. A declaration regarding above must be attached with the bid document in the format as prescribed.

6.8 Successful tenderer shall be required to execute an agreement in a Rs.200 stamp paper with IMU Kochi Campus stipulating details of works to be executed, modalities of payments, dates of commencement etc. The draft of the contract to be executed is enclosed with this tender document.

6.9 Work order will be issued to the successful bidder. The successful bidder shall submit a Security deposit cum Performance guarantee which shall be equivalent to 3 % of the total annual contract value in the form of Demand draft. Security deposit will not bear any interest. If the contractor fails to execute agreement and the start deployment of manpower after issue of work order, the bidder will be blacklisted for a period of 5 years. If the contract is further extended, the performance security deposit have to be renewed by the contractor. Security deposit cum Performance guarantee will be released by IMU Kochi Campus after the successful completion of the contract. Performance guarantee can be forfeited (partly/ fully) in case if ESI, EPF or Bonus compliance is not met depending upon the cause, 10% at first instance and in multiples of ten at every next instance.

6.10 The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.

6.11 The requirement of the manpower may increase or decrease during the period of contract also. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower on the same terms and conditions in reasonable time.

6.12 AMENDMENT OF TENDER DOCUMENT

At any time prior to the deadline for the submission of Tenders, IMU Kochi Campus for any reason, whether at their own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by amendments. The amendment in the form of addendum will be posted on the website www.imu.ac.in. All the bidders who have downloaded the tender document shall note down amendment before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s) / modification (s) if any shall be binding on the bidders. No separate notice / intimation of amendments / modifications will be sent. IMU Kochi Campus at their discretion extend deadline for the submission of Tenders to enable prospective tenderers to take the amendment into account while preparing the tender.

Draft CONTRACT shall be signed on each page by the tenderer as having understood the terms and requirements and enclosed with the technical bid.

CONTRACT (DRAFT) TO BE ENTERED BETWEEN IMU KOCHI CAMPUS AND CONTRACTOR

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

And

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

Whereas the contractor has consented to enter into agreement with IMU Kochi Campus for providing manpower to the IMU Kochi on the terms and conditions mentioned herein after and at the rates approved by the competent authority of IMU Kochi Campus.

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

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

1. This Agreement shall be valid for one year from -----
2. This Agreement may be extended by one year on the same terms and conditions at the sole discretion of IMU Kochi Campus.
3. The contractor, during the validity period of this Agreement, shall carry out the assignment of work by deploying the required number of manpower (employed at his own expense) as Specified in Schedule 1 of the contract.
4. The contractor shall not be allowed to transfer, assign, pledge or sub-contract it's rights and liabilities under the contract to any other agency.

5. The contractor shall ensure that the individual manpower deployed at IMU Kochi Campus confirm to the educational qualifications, skill qualification & age prescribed in the Schedule.
6. The contractor shall pay the wages to the manpower deployed as prescribed by IMU Kochi. The contractor shall maintain proper records as required under the various Laws / Acts and their rules and regulations.
7. The contractor shall provide Bio-data with antecedents of each person deployed by him in the format prescribed by IMU Kochi .The contractor shall obtain prior approval from the IMU Kochi for each person before deploying. The contractor shall issue the letter of deployment to all the deployed manpower and a copy of same shall be submitted to IMU Kochi Campus.
8. Manpower deployed by contractor except Hostel Warden and Electrician shall work from Monday to Saturday from 9.30 to 06.00 pm . The timing for Hostel warden shall be from 0600 am to 10.00 am and 0600 pm to 1000 pm or as decided by the Comptent Authority. For the Electrician & Junior Electrical Engineer, the timing will be on 9 hours shift basis as decided by the Comptent Authority. The IMU Kochi Campus observes Gazetted holidays notified by the Government of India and the manpower deployed by the contractor can avail the holiday.In case, person deployed is absent on a particular day or comes late/leaves early on more than three occasions in a month ,one-day wage shall be deducted on every such occasion as penalty.
9. The Contractor shall replace immediately any of its personnel found unacceptable to IMU Kochi Campus because of security risks, incompetence, conflict of interest, improper conduct etc upon receiving a notice from IMU Kochi Campus. In case, the person employed by the contractor commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.
10. For all intents and purpose, the service providing agency shall be the “Employer” within the meaning of different Manpower Legislations in respect of the manpower deployed to IMU Kochi office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.

11. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed.

12. The IMU Kochi Campus shall, in no way be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

13. The person deployed by the contractor shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of Indian Maritime University during the occurrence or after the expiry of the contract.

14. In case of termination of this contract on its expiry or otherwise, the persons deployed by the contractor shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

15. The contractor shall provide a substitute within 5 days in the event of any person leaving the job due to his/her personal reasons. The delay by the contractor in providing a substitute beyond 5 working days will attract pre-agreed liquidated damages@ Rs.500/- per day on contractor.

16. The persons deployed shall observe all etiquette and protocol while performing duty and shall be in proper formal dress. The contractor shall ensure that all selected manpower wear Identity Card provided by the contractor every day during working hours.

17. The contractor shall not substitute the deployed person within six months of his engagement without proper approval from the authorised personnel of IMU. The contractor shall pay to IMU Kochi Campus 10 days wages of the appropriate category as penalty for violation of this Clause. However, IMU shall have the liberty to ask the contractor for replacement of employee.

18. IMU Kochi office shall provide the monthly attendance details of deployed manpower to prepare a bill by the contractor. On the basis of attendance, contractor shall pay the wages to employees deployed by the contractor, ESI and EPF to each employee. Contractor shall pay the wages to the employees before 7th of every month from contractor's own resources. After

transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to IMU Kochi Campus with pay bill, EPF and ESI Details.

19. Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the IMU Kochi every month.

20. All the employees deployed by the contractor at IMU Kochi Campus shall follow the necessary Covid Protocol while working in IMU Kochi Campus.

21. PAYMENT TO CONTRACTOR

The contractor shall submit the monthly bill, in triplicate, along with the following documents:

1. Photocopy of the biometric attendance sheet [duly verified by designated officer of IMU] in respect of persons deployed.

2. Documentary proof of payment of wages (corresponding to duty performed) of previous month to the persons deployed.

3. Documentary proof of remittances towards EPF, ESIC, GST in respect of previous month to the authorities concerned.

4. The claims in bill will be considered, if and only if, the documents as mentioned above are attached with the bill.

5. IMU would make the payment within 10 working days of submission of bills with all the supporting documents and submission of necessary clarification, if there is any query communicated by IMU, to the satisfaction of IMU. No Interest is payable by IMU in case of any unavoidable delay in settling the bills, though IMU would endeavour to settle within 10 working days. No other claim on whatever account shall be entertained by IMU

6. The payment to the contractor will be made on monthly basis corresponding to actual services rendered and as specified in Schedule II after deducting penalty if any and any statutory deductions with in 10 days from the date of receipt of the bill provided the supporting documents are in order .

7. IMU Kochi Campus reserves the right to withhold the payment due to the contractor for non-remittance of taxes (including GST) collected from IMU Kochi or until the taxes are available as input tax credit for IMU in the GST portal.

22. LEGAL

1) The contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, Bonus etc. in respect of the persons deployed in the IMU Kochi. The contractor shall be liable for depositing all taxes, levies, cess, GST, etc. to the concerned authorities from time to time as per extant rules and regulations on account of service rendered to IMU Kochi Campus.

2) The contractor shall maintain all statutory records under the extant laws. The contractor shall produce the same, on demand, to the concerned authority of the office or any other authority prescribed under the respective law.

3) The TDS shall be deducted as per the provisions of extant Income Tax Act/GST and their Rules/Regulations, as amended from time to time.

4) In case, the contractor fails to comply with any statutory / taxation liability under applicable laws and as a result thereof I M U Kochi Campus is put to any loss/ obligation, monetary or otherwise, IMU Kochi will be entitled for recovery of the same out of the outstanding bills or the Performance Security Deposit of the contractor, to the extent of the loss or obligation in monetary terms.

5) The contractor shall keep The Indian Maritime University, Kochi indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Indian Maritime University, Kochi in connection with any claim that may be made by any workmen.

23. BREACH OF TERMS AND CONDITIONS OF THE CONTRACT

In case of breach of any terms and conditions of the contract, any or all of the following actions may be taken against the contractor:-

- a. the Performance Security Deposit of the contractor may be forfeited, and/or,
- b. the Agreement may be terminated at the risk and cost of the contractor, and/or,
- c. the contractor may be black-listed.

24. SETTLEMENT OF DISPUTES

Settlement of disputes, if any, will be done as per provisions of the Indian Arbitration and Conciliation Act and place of proceedings of Arbitration will be at Ernakulam.

25. TERMINATION OF CONTRACT`

a. The contract may be terminated by IMU with a 30 days' notice, before the expiry of contract period owing to deficiency in service or any other reason whatsoever. The contractor has to give 90 days' notice in case he wants to withdraw, failing which Security Deposit and pending bills will be forfeited.

b. In case of non-observance and non-performance of any of the provisions of this agreement by the contractor, the IMU Kochi shall be at liberty forthwith or at any time thereafter to terminate this agreement without notice.

c. The IMU Kochi reserves the right to terminate the contract without advance termination notice for noncompliance/violation/contravention of any of the provisions of labour laws, non-implementation of court orders or orders from labour law authorities received from time to time.

d. In case of termination due to point no (b) and (c) above, security deposit of the contractor shall be liable to be forfeited and decision shall be at full disposal of IMU Kochi Campus.

e) On the termination of this agreement, the contractor shall take steps to withdraw all employees in a smooth and orderly manner and settle their wages and other benefits.

26. MANPOWER REQUIREMENT

The requirement of the manpower may increase or decrease during the period of contract . In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time.If the requirement is increased, the contractor shall provide additional manpower on the same terms and conditions in reasonable time.

27. FORCE MAJEURE

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

In presence of witnesses, both the parties set their respective hands and sign and seal this Agreement.

Signature

On behalf of IMU Kochi

On behalf contractor

Name

Designation

Seal

Name

Designation

Seal

Signed in presence of

Witness 1

Witness 1

Witness 2

Witness 2

SCHEDULE- 1

SCOPE OF WORK

Primary objective of the contract is to deploy following qualified personnel at IMU Kochi Campus.

Category	No	Monthly remuneration/Person (in Rs)
Senior Administrative Assistant	1	35000-40000
P.A to Director	1	20000-22000
Workshop Instructor	1	25000-28000
Computer Lab Instructor	1	25000- 28000
Junior Electrical Engineer	1	25000-28000
Hostel Warden	2	25000- 28000
Electrician	1	20000-22000
Admin/Academic/Finance Assistant	4	20000-22000

The qualification and other details are as per clause 5.1 of the tender document.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER.

- 1) Bio-Data of all the persons in the form as prescribed by the office.
- 2) Educational qualification & experience certificates copies.
- 3) Birth proof of the candidates.
- 4) Letter of deployment from the contractor.
- 5) Copy of Aadhaar card of the candidates.
- 6) Contract agreement duly signed.
- 7) Identity Cards issued by the contractor bearing photograph.
- 8) Identity proof and residential proof.

IMU Kochi Campus reserves the right to interview the candidate before approving the proposed candidate

FORM-II

FINANCIAL BID

(This format must not be replaced or modified by the bidder)

Name of the Bidder	
--------------------	--

Category	No. (A)	Service charges/Person/ month (Rs) (B)	Total Monthly amount (in Rs) (A* B)
Senior Administrative Assistant	1		
P.A to Director	1		
Workshop Instructor	1		
Computer Lab Instructor	1		
Junior Electrical Engineer	1		
Hostel Warden (Male)	2		
Electrician	1		
Admin/ Academic/Finance Assistant	4		

Total (Aggregate of total monthly amount)

(Rs)

--

Total monthly Quoted Rate in Words (Rupees)	
---	--

Signature of authorized person

Date

Full Name _____

Place

Seal: _____

Notes:

- a) Total monthly amount is to be arrived on the basis of Lowest of each category.
- b) The monthly amount mentioned in column C is inclusive of EPF & ESI employer and employee contributions.

- c) For the purpose of evaluation of the bid, total monthly quoted rate shall be considered.
- d) In case difference between rate quoted in words and figure arise, rates quoted in words shall be final.
- e) Contractor's Administration/Service Charges cannot be "NIL" or "Zero."
- f) Price quoted should be exclusive of GST. GST will be paid extra as applicable.
- g) If there is a tie in price bid, further discount on quoted price will be asked from the bidders whose price are same. For subsequent tie, the bidder having more experience will be considered.
- h) Bonus is not to be included in the price bid. If any employee is eligible for Bonus as per the relevant Act of Ministry of Labour, Government of India, the same at the minimum bonus will be reimbursed by IMU Kochi on submission of proof of payment.

Signature of authorized person

Full Name _____

Place

Seal

Date