

Bid Document

Bid Details	
Bid End Date/Time	06-06-2022 11:00:00
Bid Opening Date/Time	06-06-2022 11:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Ministry Of Ports, Shipping And Waterways
Department Name	Na
Organisation Name	Indian Maritime University
Office Name	Kolkata Campus
Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Attendant , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Office Boy , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Cook , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Computer Operator
Contract Period	1 Year(s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience	Yes
Startup Exemption for Years Of Experience	Yes
Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	6380000
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00

EMD Amount	127600
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Indian Maritime University - Kolkata Campus
(.)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt

Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Scope of work & Job description:[1652439909.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1650430979.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
30-05-2022 15:00:00	Indian Maritime University Kolkata Campus

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Attendant (11)

Technical Specifications

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Attendant
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No
Additional Details	
Title for Optional Allowances 3	0
Title for Optional Allowances 2	0
Title for Optional Allowances 1	0
Designation	Attendant

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Md Sabir Ali	700088, Indian Maritime University - Kolkata Campus P-19, Taratala Road	11	<ul style="list-style-type: none"> • Bonus (INR per day) : 22.426 • EDLI (INR per day) : 2.884 • EPF Admin Charge (INR per day) : 2.884 • Minimum daily wage (INR) exclusive of GST : 663 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 24.525 • Number of working days in a month : 26 • Provident Fund (INR per day) : 69.23 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Office Boy (5)

Technical Specifications

Specification	Values
Core	
Skill Category	Semi-skilled
Type of Function	Others
List of Profiles	Office Boy
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable

Specification	Values
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No
Additional Details	
Designation	Daftri /Office Boy
Title for Optional Allowances 2	0
Title for Optional Allowances 1	0
Title for Optional Allowances 3	0

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Md Sabir Ali	700088,Indian Maritime University - Kolkata Campus P-19, Taratala Road	5	<ul style="list-style-type: none"> • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.884 • EPF Admin Charge (INR per day) : 2.884 • Minimum daily wage (INR) exclusive of GST : 734 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 0 • Number of working days in a month : 26 • Provident Fund (INR per day) : 69.23 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Cook (1)

Technical Specifications

Specification	Values
Core	
Skill Category	Semi-skilled
Type of Function	Others
List of Profiles	Cook
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA

Specification	Values
Zipcode	NA
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No
Additional Details	
Title for Optional Allowances 2	0
Title for Optional Allowances 1	0
Designation	Cook
Title for Optional Allowances 3	0

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Md Sabir Ali	700088,Indian Maritime University - Kolkata Campus P-19, Taratala Road	1	<ul style="list-style-type: none"> • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.884 • EPF Admin Charge (INR per day) : 2.884 • Minimum daily wage (INR) exclusive of GST : 734 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 0 • Number of working days in a month : 26 • Provident Fund (INR per day) : 69.23 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Computer Operator (1)

Technical Specifications

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Computer Operator
Educational Qualification	Graduate
Specialization	Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/E&E/Prod/Chem./Biotech)
Post Graduation	Required
Specialization for PG	Engineering (Civil/Mech /Elec./IT/Comp Sc./Electronics/E&E/Prod/Chem./Biotech)
Experience	3 to 7 Years

Specification	Values
State	NA
Zipcode	NA
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No
Additional Details	
Title for Optional Allowances 3	0
Title for Optional Allowances 2	0
Title for Optional Allowances 1	0
Designation	Computer Operator

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Md Sabir Ali	700088,Indian Maritime University - Kolkata Campus P-19, Taratala Road	1	<ul style="list-style-type: none"> • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.884 • EPF Admin Charge (INR per day) : 2.884 • Minimum daily wage (INR) exclusive of GST : 806 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 0 • Number of working days in a month : 26 • Provident Fund (INR per day) : 69.23 • Tenure/ Duration of Employment (in months) : 12

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

4. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers

for Service Support.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Scope of Work:

Sl. No.	Scope of Work
2.1	General Description of Service
2.2	Statutory/Labour legislations/Labour welfare obligations
2.3	Duties of Service provider and Security Guard
2.4	Bidder's Representation and warranties.
2.5	Bidder's covenants

2.1 General Description of Service:

- 2.1.1** The Service Provider will be asked to furnish IMU-KC the details of the Manpower to be posted at IMU-KC before posting them at the office, and guest house at-least a week before engagement. IMU- KC reserves the right to reject any person posted in IMU-KC without assigning any reason.
- 2.1.2** Details of the Manpower required and the duty places to be covered are detailed in Appendix I. The list is indicative only, IMU - KC reserves the right to vary the total number of persons to be deployed and also individual allocation to various places of IMU-KC.
- 2.1.3** The specified number of personnel is to be deployed on all days except on one day weekly off and 3 National Holidays as would be communicated by IMU - KC and the responsibility for providing necessary relievers, whenever any employee is on leave or absent vests with the Service Provider. No additional payment would be made for providing relievers since leave wages/Weekly day rest is already included in the contract.
- 2.1.4** Working hours: as detailed in scope of work with one day weekly off (if not specifically specified in the scope of work).
- 2.1.5** All personnel should be sincere, physically fit, active and energetic. The personnel required may be asked to undergo physical test as decided by the authority to check the endurance and will be employed only on satisfactory performance in the test. The cost of this test will be borne by IMU-KC.
- 2.1.6** One day weekly off will be provided to each personnel deployed in the IMU-KC thus considering 26 days month, perse.
- 2.1.7** All personnel should be sincere, physically fit, active and energetic and aged between 20-57 years. No Minor Should be engaged.
- 2.1.8** Personnel who are not in possession ID Card, Uniform & Shoes should not be allowed to duties. In any unavoidable situations, the person without possession of the above can be allowed with prior approval of IMU-KC for that day i.e Minor Injuries, Health issues.

- 2.1.9 Attendance of personnel will be maintained in the certified register supplied by IMU-KC and the same may be sought by IMU-KC for verification on the 1st Servicing day of the following month
- 2.1.10 **Biometric Attendance System:** IMU-KC may direct the Service Provider for implementation of Bio-Metric attendance for deployed staff. In such case, the necessary equipment should be installed by Service provider at his own cost.
- 2.1.11 Food, Accommodation arrangements for the personnel will not be provided by IMU-KC and hence shall have to be made by the contractor.
- 2.1.12 Service Provider should furnish the bio-data of the personnel posted in IMU-KC before posting at premises and any changes thereof within 24-hours of the same. IMU-KC reserves the right to reject any person posted in IMU-KC without stating any reason.

2.2 Statutory/Labour legislations/Labour welfare obligations:

- 2.2.1 The Attendant/Daftri (office helper)/Cook/Computer Operator provided shall be the employees of the Service provider and all statutory liabilities such as ESI, PF, Workmen's Compensation Act, 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
- 2.2.2 The Statutory compliances including those pertaining to Provident Fund Act, Employees State Insurance Act, and 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.
- 2.2.3 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.
- 2.2.4 If there is revision in the Minimum Wages / PF / ESI prescribed by Central Government under Minimum Wages Act, during the currency of the contract, then, then the revised minimum wages rates will be considered for reimbursement.
- 2.2.5 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.
- 2.2.6 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.
- 2.2.7 The Antecedents of Attendant/Daftri (office helper)/Cook/Computer Operator deployed shall be got verified by the service provider from local police authority and an undertaking in this regard to be submitted to IMU-KC.
- 2.2.8 The Service Provider shall be 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 shall be solely responsible for reporting to IMU-KC and concerned authorities immediately of any serious or fatal accident

2.2.9 The administrative issues like leave, weekly off, discipline etc. of the security personnel are the responsibility of the service provider.

2.2.10 Bonus & other Statutory Payments payable under the Payment of Bonus act, 1957 and other acts may be paid to the deployed staff as per statutory minimum only.

2.3 Duties cum Eligibility of Attendant, Daftri (office helper), Cook, Computer Operator

2.3.1 Attendant (Guest House/Office)

a) Scope of work

- i)** All activities related to maintenance of Guest House. In case of exigencies the guest house attendant may be asked to work in office. The guest house attendant may be asked to work at any place of IMU-KC.
- ii)** He may be asked to work as contract labour in case of need. Furniture lifting, carrying of educational equipment, books etc will be covered under their scope of work.
- iii)** Any other duty/work inside or outside campus.
- iv)** Working hours: as per the roster followed in the Guest house and office.

b) Eligibility

Experience of at least two years of carrying out similar job is mandatory for outsourced personnel. They are also needed to understand instructions in English, Hindi and Bengali language.

2.3.2 Daftri (office helper)

a) Scope of work

- i)** All work related to profile of an office peon.
- ii)** Maintaining records, files, examination documents etc.
- iii)** Any work as instructed by Officer in Charge.
- iv)** Petty works like packing, stationary handling, cleaning and dusting, refilling of water, attending guests, serving tea etc.
- v)** He may be asked to work as contract labour in case of need. Furniture lifting, carrying of educational equipment, book etc will be covered under their scope of work.
- vi)** Any other duty/work inside or outside campus.
- vii)** Working hours: The working hours for Daftri / Office Boy is 09:00 AM to 05:30 PM or from 09:30 AM to 06:00 PM which would be decided by IMU-KC.
- viii)** The Daftri (office helper) may be asked to come to office on Sundays & Govt. holidays, if necessary for which compensatory leave may be given on other working days.

b) Eligibility: Experience of at least two years of carrying out similar job is mandatory for outsourced personnel. They are also needed to understand instructions in English, Hindi and Bengali language. Minimum qualification of matriculate is required.

2.3.3 Cook

a) Scope:

- i) Catering to all food requirements at guest house as per the guests needs/ instructions. All related activities such as purchasing vegetables, food items etc.
 - ii) Working hours: as per the roster/requirement of the Guesthouse.
- b) **Eligibility:** Experience of at least two years of carrying out similar job is mandatory for outsourced personnel. They are also needed to understand instructions in English, Hindi and Bengali language.

2.3.4 Computer Operator:

a) Scope:

- i) Conducting Programming Laboratory Classes and maintaining computers and accessories in computer laboratories.
- ii) All the work assigned by Officer in Charge / Deputy Registrar / Director related to computers and Information Technology.
- iii) He may be asked to handle other related technical works such as handling CCTV, setting up of help desk and manning it, data entry work, handling conference room activities, collection of footage from CCTV on daily basis.
- iv) Maintaining audio visual interface when ever instructed.
- v) Helping in activities such as admission etc. and coordinating with Wi-Fi/ Internet Service providers and such other related activities as instructed by IMU-KC.
- vi) The deputed person should possess computer qualifications such as at-least any of B.Sc. (Computer Science) / M.Sc. (Computer Science) / M.C.A or equivalent etc.
- vii) Working hours: 9:00 am to 6:00 pm on all office days.
- viii) The Computer Operator may be asked to come to office on Sundays & Govt. holidays, if necessary for which compensatory leave may be given on other working days.

- b) **Eligibility:** The deputed person should possess computer qualifications such as at-least any of B.Sc. (Computer Science) / M.Sc. (Computer Science) / M.C.A or equivalent, etc.

2.4 Bidder's Representation and warranties: The selected bidder hereby represents warrants and confirms to the IMU-KC that:

2.4.1 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.

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

- a) Should be medically fit, sincere, active and energetic
- b) Should possess good conduct and discipline
- c) Should not have any criminal records
- d) **Should have knowledge of local language and knowledge of Hindi & English to the level that they are able to understand instructions imparted in Hindi & English.**
- e) Should know to maintain gate pass management and entry register
- f) Aged between 20-57 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.

g)

2.4.3 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.

2.4.4 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, Tax Deduction liabilities, Welfare measures of his employees 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 the IMU-KC in any way whatsoever.

2.4.5 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 security 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 security personnel to not to be able to work due to harsh weather can be pertained.

2.4.6 There shall not be any Master-Servant or Employer-Employee relationship or any legal or contractual relationship between the IMU-KC and staff deployed by the service provider for any purpose including any claim, disputes, rights & duties etc. between the service provider and his personnel. The 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.

2.4.7 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.

2.4.8 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.

2.4.9 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 security staff deployed by the service provider.

2.5 Bidder's covenants:

2.5.1 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 employee are the responsibility of the service provider.

2.5.2 The service provider shall supply ID-cards to the persons engaged by him. The IMU-KC may not allow any employee to enter the IMU-KC Premises without ID Card.

2.5.3 Attendants and Daftri (office helper) will follow a uniform dress code. The uniform should be provided by the service provider. The cost of uniform should be included in the service charges.

2.5.4 Manpower on off duty will not be allowed to visit any duty points.

2.5.5 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 security 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 security personnel for deployment in the campus. The Service Providers are advised to read the bio-data carefully before submitting.

2.5.6 On their first deployment in the campus, no Personnel will be allowed to attend the duty without approved biodata and without uniform and all other accessories to be provided to them by the service provider.

2.5.7 The service provider should furnish to the 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.

2.5.8 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/misbehaviour by any employer/ outsourcing agency.

- 2.5.9 The antecedents of security 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. Security 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 security personnel won't be engaged. An undertaking in this regard may be submitted to the IMU-KC at time of bidding.
- 2.5.10 Medical Certificate of the deployed personnel should be produced indicating that they are physically fit for deployment. In case of cook it should specifically mention that he is not suffering from any contagious disease.
- 2.5.11 The Daily Attendance Registers should be maintained by the Bidder separately for Guest House attendants and Cook, Hostel Wardens, Daftri (office helper) and Computer Operator. The attendance register of guest house attendants should be submitted to Junior Officer (Admin), register of computer operator and daftri (office helper) should be put to Deputy Registrar / Assistant Registrar and register of hostel wardens to be submitted to Officer in Charge hostels for signature and verification on daily basis and/or whenever instructed. The controlling authority of the manpower will be the officer-in-charge to whom the register will be put-up for signatures for daily verification.
- 2.5.12 In case of any loss / damage caused, not due to natural calamities, or an Act of God, to the property of the University where the complicity or laxity of the Manpower of the Contractor is suspected, a joint enquiry will be held to fix the responsibility and determine the quantum of compensation to be paid by the service provider. In this regards, the decision of the Director, IMU-KC will be final and binding on both parties.
- 2.5.13 Food and Accommodation arrangements for the service provider's personnel will not be provided by IMU-KC.
- 2.5.14 The selected service provider shall be responsible and liable for and shall indemnify IMU-KC and keep 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:-
- a) 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
 - b) any theft, robbery, fraud or other wrongful act or omission by the Service provider and / or any of his Staff.
- 2.5.15 The Service Provider shall be responsible for meeting all liabilities and fulfilling all obligations, financial or otherwise, arising out of 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 of any of his employees deployed and shall not hold the IMU-KC responsible in respect of any

claim made by any person or their heir for any reason whatsoever. The service provider shall be solely responsible for reporting to IMU - KC and concerned authorities immediately of any serious or fatal accident. No amount will be reimbursed to the contractor by IMU-KC, in this regard.

2.5.16 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, non observance of orders, being under the influence of liquor/drugs or indecent or insolent behavior by any staff found misbehaving with the staff members / students of 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 the recommendation of the Director or any other officer designated by the Director of IMU-KC. In all the above terminations, the contractor 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 service provider shall issue necessary instructions to its employees to act upon the instructions given by the Director or persons authorized by the Director , IMU-KC.

2.5.17 The scope of work, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Tenderer shall meet any other requirements of IMU-KC from time to time, relating to the Manpower Services.

2.5.18 All correspondences regarding payment of bills or any other matter shall be done only with the Director, IMU - KC or the officer designated.

2. Additional Term and Condition:

Sl. No.	Additional Term and condition
3.1	ELIGIBILITY CRITERIA

3.2	PENALTY
3.3	PAYMENTS TERMS
3.4	TERMINATION
3.5	POST TERMINATION RESPONSIBILITY OF THE SERVICE PROVIDER
3.6	ARBITRATION & JURIDCTION
3.7	AGREEMENT
3.8	OTHER TERM ND CONDITIONS

3.1 Eligibility Criteria

3.1.1 The Service Provider should have an Active Registered Office/Active Branch Office in Kolkata

3.1.2 Experience – No. of years in the Business: The Bidder should be in the Business of Providing “Similar Service” for a period not less than 3years since 2018-19.

[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 prior to 2018-19and providing similar service since 2018-19].

3.1.3 Past Performance– Completion of similar works:

The Bidder should have satisfactorily completed “Similar Service” involving values as listed below during the last 5 financial years i.e. since 2016-17 to 2020-21.

- i. at least 1 Service with a minimum value of Rs. 51.04 lakh [OR]
- ii. at least 2 Services with a minimum value of Rs.31.90 lakh each[OR]
- iii. at least 3 Services with a minimum value of Rs. 25.52 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 Security Service 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.

3.1.4 Blank *****Blank

3.1.5 Possession of Valid GST Number & PAN

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

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

3.1.6 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 12 months]

3.1.7 The bidder should not have delayed the payment to their personnel deployed at site beyond 7th of the following month for any reason whatsoever during the last 2 years (i.e 2019-2020 & 2020-2021) e.g. payment for the month of Jan should not have been delayed beyond 7th of February.

[Mode of Proof: self-declaration to this effect]

3.1.8 The Bidder should not have been black listed so far. 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 5 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]

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-KC's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required. IMU may also conduct independent verification of credentials furnished by the service providers.

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. All the conditions mentioned in this clause are needed to be fulfilled, otherwise the tender documents will be summarily rejected.

3.1.9 **Solvency Certificate issued by Bank:** Bidder should submit Solvency Certificate for Rupees Sixty-Three Lakhs and Eighty Thousand (63.80 Lakhs) (i.e 100% of Bid Value), issued by Scheduled Commercial Bank. The Solvency Certificate should be dated on or after 03-01-2022. The Bidder should provide the details of issuing Bank branch's mail Id & contact No to verify the genuineness of Certificate by IMU-KC. Solvency certificates with earlier dates cannot be accepted.

3.2 Penalty: Penalties will be levied, as mentioned below subject to the ceiling limits mentioned therein for specific lapses found during the period of contract and will be recovered from the monthly payments. Lapses Maximum limit of penalty (Per occasion / per day)

3.2.1 In case any of Service Provider personnel(s) deployed under the contract is (are) absent or fails to report in time and contractor is unable to provide suitable substitute in time, a penalty equal to double the wages of number of staff absent on that particular day may be levied by IMU-KC and the same shall be deducted from the contractor's bills.

3.2.2 Staff found sleeping during the working hours /not doing the work as per required standard or negligent with regard to work or other related matters will be fined at the rate of Rs.500/- (Perstaff)No employees will be permitted to attend the duty 1 hour after reporting time. In case of late reporting (15 minutes max.) of more than 3 times in a month, half day pay cut per late reporting will be fined. IMU-KC may ask to the service provider to remove the persistent late comers and frequent absentees and to provide replacement without affecting the work.

3.2.3 Any other lapse not covered above to be decided by the University, keeping in view of the seriousness and gravity of the lapse (please refer below for additional clauses).

3.2.4 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 by any personnel of the service provider, the Director or any person authorized by the Director reserves the right of reduction of any amount from the bill payable as it may deem fit.

3.2.5 In case any public/student/staff complaint is received attributable to misconduct /

misbehavior of contractor's personnel (including shouting and speaking in unacceptable volume), 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 Service Provider bill. Further the concerned Service Provider personnel may be removed from IMU-KC's system immediately.

3.2.6 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.

3.2.7 Any liability arising out of any litigation (including those in consumer courts) due to any act or failure to comply statutory provisions of contractor / contractor's personnel shall be directly borne by the contractor including all consequential expenses/fines.

3.3 Payment Terms

The Service Provider shall be paid at the following rates:

3.3.1 Minimum Wages

Attendants and Cook etc. will be paid for each shift of eight-hour duty per day as per the Minimum Wages Act as approved by Government of India in respect of Area 'A' applicable for Kolkata Area, as notified by Dy. Chief Labour Commissioner(C). Whenever Government of India revises the minimum wages, the consideration will be increased correspondingly. **No increase in amount, other than the minimum wages in the present rate as increased by Gol will be considered by IMU-KC.** The service provider should make payment to the Security personnel at the above rates **for the period actually employed in a month on or before 7th of the following month.** The above base rate/minimum rates of wages include also the wages for weekly day of rest.

Computer operator and Daftri (office helper): They will be paid for each shift of nine-hour duty per day. Office holidays will be considered for paying minimum wages as per the above para. The above base rate/minimum rates of wages include also the wages for weekly day of rest.

3.3.2 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. Employer's Contribution with Administrative charges in a month deposited with concerned authorities can be included in the bill for the month. If the amount remitted by the service provider is less than the eligible amount relating to Employees and Employer's Contribution to the EPF & ESI organizations, such amount will be withheld from the monthly bill made by the service provider for service charges.

In any eventuality, if the contractor/Service provider failed to remit employee/employer contribution towards PF subscription etc with the stipulated time Indian Maritime University - Kolkata Campus is not entitled to take any action as deemed fit by Indian Maritime University - Kolkata Campus.

3.3.3 Weekly day Rest

a) An employee shall be granted for rest day wages calculated at the rate applicable to the next preceding day and in case he works on the rest day and has been given a substituted rest day, he shall be paid wages for the rest day on which he worked, at the overtime rate and wages for the substituted rest day at the rate applicable

to the next preceding day

- b) Payment weekly day rest will be part of monthly bill.

3.3.4 Bonus

- a) Minimum bonus will not be part of Monthly salary.
- b) Minimum bonus will be paid as per payment of bonus act 1965 and it will be reimbursed by IMU-KC once in a year.

3.3.5 Service Charges

Service Charge @ **per person per month** will be paid to the Service Provider subject to number of days in the month actually worked considering 26 days in a month. For daftri (office helper) and computer operator, administrative holidays other than one day weekly off will be considered for calculating 26 days. Service charges so agreed shall cover all liabilities (Uniform, Identity Card and other charges like police verification, Medical Examination, etc) and obligation as per the terms and conditions of contract and incidental expenditure required for Manpower services and all other liabilities of the service provider including profit margin of the service provider.

3.3.6 Submission of bills:

- a) 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:
- b) Proof of payment of the wages paid to the Staff.
- c) Proof of deposit of EPF and ESI remitted to the respective organizations within the due date as stipulated in the respective statutes.
- d) Wage Bill Register in format prescribed by IMU-KC,
- e) Copy of Bank advice memo for crediting to the individual SB account of the Security staff.
- f) Any other documents / proof as required by the Director /Officer in Charge of IMU-KC for verification Calculation sheet showing the total amount of Service Charges payable etc.
- g) The service provider should ensure that the net amount as per the Wage Bill Register agrees with the amount deposited with the respective Savings Bank (SB) accounts of all the employee. The service provider should furnish a certificate to this effect. Difference, if any, between the Net amount payable to the employee and amount credited to the Bank for disbursement to the respective SB accounts of the Security staff, will be withheld from the bill of the service provider.

3.3.7 Disbursement of Bills:

- a) The IMU-KC will, after verification of the claim for its correctness, make payment within Ten 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.

- b) The service provider should open a Current Account/ Savings Accounts in his name in SBI IMU-KC branch and make all payments relating to staff in IMU-KC to his security staff through fund transfer from the said current/SB Account and through the SB Accounts of staff deployed by the service provider in IMU-KC. No cash payments should be made to any security staff whether it is wages or advance. Such cash payments will not be considered by the IMU-KC, as payment by the service provider. In this regard, IMU-KC, if deemed necessary, may seek proof of bank accounts of the persons deployed by the service provider in the format prescribed by IMU-KC. (This condition may be exempted subject to approval of competent authority)
- c) Recoveries from persons deployed by service provider: The bidder should **NOT** recover any amount from the wages payable to the staff **OTHER THAN** Employees portion of EPF / ESI Contribution as per rules.
- d) 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 any time:
 - 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.

3.4 Termination:

- a) Either party may terminate the contract by giving the other party three-month prior written notice of the same and this Agreement will stand terminated on the expiry of the three months' period provided always that the service provider has fulfilled and complied with all his obligation to the IMU-KC in connection with and under this Agreement up to the date of such termination. In case of withdrawal by the service provider, before completion of one year, Security deposit will be forfeited. Withdrawal by service provider without advance notice of 3 months may lead to black listing in addition to forfeiture of Security deposit.
- b) In case of breach of any of the terms of this Agreement by the service provider, IMU-KC shall be entitled to terminate this Agreement immediately without giving any written notice to the service provider for the same. In such a case, IMU-KC shall be entitled to retain hereunder 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.

3.5 Post Termination Responsibility

- a) 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/ his equipment / his tools whatsoever from the premises of IMU-KC as directed by the 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.
- b) 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.

3.6 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.

3.7 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.

3.8 OTHER TERM AND CONDITION

3.8.1 Security Deposit

- a) **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 **3%** of the contract value in the form of an A/C Payee Demand Draft/Insurance Surety Bond 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 can be adjusted towards the Security Deposit, and in which case, the balance of security deposit is to be paid within 3 days of notification of award by IMU-KC. 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 / or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.
- b) Any increase in number of personnel will result in **increase in the value of Security deposit to the tune of 3%** of the value of the increase in service. The security is needed to be deposited within three days of the receipt of order. In case if any default payment is made the service provider will have to make the complete payment with interest due on that amount. No partial payment will be accepted. However if the delay continues till the date of reimbursement of bill by IMU-KC to service provider then the same amount with interest till date will be deducted from the bill.
- c) The Security Deposit will be discharged by the IMU-KC and returned to the service provider not later than 90 days following the date of completion of the service provider's performance obligations.
- d) 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.
- e) If there is any delay in payment of Security deposit beyond the specified or extended time as per 3.8.1 (a) and (b) , **interest at the rate of 12%** per annum for the period of delay may be charged by IMU-KC, in the event of IMU-KC deciding to award the contract even after such delay. No interest is payable on the Security Deposit.

3.8.2 Miscellaneous points

- a) Review: The contract is subject to quarterly appraisal and reviews by the authorities of IMU-KC and in case the job performed is not found to be satisfactory, the contract shall be terminated by giving one-month notice to this effect. A record of every lapse small or big will be maintained by the IMU-KC. A monthly meeting with the Service provider or authorized Representative of the service provider will be held for review and follow-up actions.
- b) 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.
- c) The service provider shall take day to day instructions from the Officer in Charge of IMU-KC.
- d) The service provider shall be responsible for the good conduct and behavior of his employees. In the event of any misdemeanour like sleeping during duty, being under the influence of liquor/drugs or indecent or insolent behavior by any security 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. 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 service provider 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.
- e) All correspondence regarding Security Service & payment of bills etc., or any other matter shall be done only with the Director, IMU - KC through the Officer in Charge.

3.8.3 Contract Agreements

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.

3.8.4 Commencement & Duration of the Contract:

The period of agreement will be initially for one year from the effective date as per the order awarding the contract/ acceptance by the IMU-KC. The contract extendable further by one year at a time up to a maximum of 2 years at 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.

3. Submission of Bids:

Bid can submitted through GeM-web portal only before the due date.

SI.No.	Description
4.1	TECHNICAL BID
4.2	PRICE BID

4.1 TECHNICAL BID

Technical bid consists of following:

- a) Annexure-I Declaration for acknowledgement of Terms and conditions of the Bid.
- b) Annexure -II Declaration for prompt payment of Wages, having Valid registration certificate of ESI & PF, Office in Kolkata, Solvency Certificate -Reg
- c) Annexure -III Information about i) number of years' experience in similar service ii) Average annual Turnover iii) Similar services already completed -Reg

4.2 Price Bid

- a) **Minimum Floor Price:** This Bid has been floated with a minimum floor price on Minimum Wages (after including GST & other Taxes). The Bidder should quote accordingly.
- b) GST and other Statutory Charges payable on Minimum Wages are subject to notifications to be issued by Government from time to time and prevalent at the time of Billing should be considered for Billing.
- c) **Maximum Service Charges per person/per day:** Maximum Service Charges payable per each personal are capped **with the amount** as calculated by the bidder on initial minimum wages per person/ day during the Contract Period, irrespective of escalation/revision of Minimum Wage Rate by Government. Service provider should pay the Revised Minimum Wages if any, with the Maximum Service Charges payable per Person / Per day till the completion of Contract.
- d) Service Charge to be quoted as a fixed amount on per person per month basis considering 26 days in a month. However payment to service provider will be made for number of days actually worked by Personal.
- e) Rate for Service Charges in the Price bid should be quoted after consideration of costs involved for Prompt Payment of Wages to all the deputed staff i.e within 7th of succeeding month and their normal profit margin, irrespective of delays in submission and clearance of Bills.

- f) The Bidder should not quote below the normal acceptable rate for getting award of Contract and thereafter cutting corners by way of recovering it from deputed staff. In case where the quoted rate found to be abnormally low, IMU-KC will ask to substantiate his price with proper written explanation before awarding the contract. In such cases where the Vendor has quoted abnormally low rate and after awarding the work failed to pay the Minimum Wages to staff within the stipulated time period irrespective of delays in submission and clearance of bills, the contract can be terminated after giving 7 day show cause notice and such vendors will be debarred from participation in subsequent tenders for following three years from the date of debarment and also same will be escalated to GeM for appropriate action.
- g) No claim for escalation of the rate will be considered after awarding the tender and until completion of contract period or extended contract period if any.

1. Cancellation of Tender:

Notwithstanding anything specified in this bidding document, Purchaser / Indian Maritime University - Kolkata Campus at its sole discretion, unconditionally and without assigning any reason, reserves the right:

1.1 To accept OR reject lowest bid or any other bid or all the bids.

1.2 To accept any bid in full or in part.

1.3 To reject the bid offer not confirming to the tender's terms.

1.4 To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---