

## TENDER NOTIFICATION



**INDIAN MARITIME UNIVERSITY**  
(A Central University) under Ministry of Shipping, GOI.  
Kolkata Campus (KC),  
P-19 TARATALA ROAD, KOLKATA, 700 088

Tender no : IMU-KC/DR/OS/9 dated 13.03.2019.

Name of Service	Estimated cost & EMD	Last date & time for Submission
Sealed tenders are invited from Manpower Service providers under <b>Two Bid</b> system for providing 'Academic Support Staff & Clerical Staff' at Indian Maritime University, Kolkata Campus at P-19, Taratala Road, Kolkata – 700 088, for one year from the date of commencement of service, extendable further on satisfactory performance, by one year at a time up to a maximum of 2 more years, at the same rates & other terms and conditions.	EMD Rs.1,40,000.00 & Estimated cost – Rs. 70 Lakh	04.04.2019 - 1130 hrs

Tender documents i.e. tender forms and other terms and conditions / details can be downloaded from IMU-KC website [www.merical.ac.in](http://www.merical.ac.in) and IMU website <http://www.imu.edu.in/> from 13.03.2019

DIRECTOR , IMU-KC

Signature of Bidder

### Tender Abstract

Particulars	Details
Tender Title	Tender for providing 'Academic Support Staff & Clerical Staff' at IMU-KC, Taratala, Kolkata
Tender Number	IMU-KC/DR/OS/9 dated 13.03.2019
Tender Document can be Downloaded from IMU-KC website	From 13.03.2019
Cost of Tender Form	NIL
Pre-Bid Meeting	20.03.2019 - 1600 hrs
Last Date of Submission of Tender	04.04.2019 - 1130 hrs
Technical Bid Opening Date and Time	04.04.2019 - 1200 hrs
Estimated value & EMD Amount	Rs. 70,00,000.00 & Rs.1,40,000.00
Address for Submission of Tender	The Director, Indian Maritime University, Kolkata Campus, P-19, Taratala Road, Kolkata, 700088, West Bengal, India

Signature of Bidder

**INDIAN MARITIME UNIVERSITY**

**KOLKATA CAMPUS**

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Signature of Bidder



**INDIAN MARITIME UNIVERSITY**

**KOLKATA CAMPUS**

**P-19, TARATALA ROAD, KOLKATA – 700 088**

Tender For Providing 'Academic Support Staff & Clerical Staff'  
at IMU – Kolkata Campus

Tender No.: IMU-KC/DR/OS/9 dated 13.03.2019

**Volume. I**

TECHNICAL BID

Signature of Bidder

## **A. GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF THE BIDDERS**

### **1. Introduction & Definitions**

The Indian Maritime University is a Central University established by an Act of parliament and headquartered at Chennai. The Kolkata Campus of the Indian Maritime University (hereinafter referred to as the Buyer or IMU-KC) invites sealed tenders for "Providing Academic Support Staff and Clerical Staff (hereinafter referred as 'staff') at Indian Maritime University, Kolkata Campus located at P-19 Taratala Road, Kolkata defined in the tender documents for its Taratala Campus (hereinafter referred to as the "Service".) Upon award of contract the successful bidder will be termed as 'Service provider' in this tender. The terms Academic Support staff & Clerical Staff includes all the persons deployed by the service provider to deliver the Academic Support services & Clerical services unless specifically excluded.

### **2. Eligibility Criteria**

The tender is invited in Two Bid System and is open to all service providers who fulfil the following eligibility criteria:

#### **2.1. Experience – No. of years in the Business:**

The Bidder should be in the Business of Providing "Similar Service" for a period not less than 5 years since 2013 – 14.

[Mode of Proof: ESI / PF / Service Tax Registration Certification / Certificate of Incorporation / Registered partnership deed / IT Returns / Copies of the Work order, Agreement and Work Completion certificate for the Completed or ongoing work – Proof for existence during or prior to 2013-14 and providing similar service since 2013-14].

#### **2.2. Experience – 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 2013-14 to 2017-18.

2.2.1. At least 1 Service with a minimum value of Rs. 56 Lakh [or]

2.2.2. At least 2 Services with a minimum value of Rs. 42 Lakh [or]

2.2.3. At least 3 Services with a minimum value of Rs. 28 Lakh

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

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“Similar Service” means contract for providing Academic Support Staff and Clerical Staff (both individually or combined in one service) Service with Government / Semi-Government/ Public Sector organisations/ National level educational institute like IIT, IIM, NIT and Universities/ Banks/PSU’s/ Public Limited Company or A Private Limited Company with a minimum work force of 100 employees.

**2.3. Turnover**

Should have had annual turnover of at least Rs.5 Crore in each year during the past 3 financial years i.e. 2015-16, 2016-17 & 2017-18

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

**2.4. Possession of Valid GST Number & PAN**

The Service provider should have a valid GST Number, PAN & AADHAR no. of Proprietor / Partners/ Director/Owner.

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

**2.5. The Service provider should follow all applicable statutory requirements like ESI, PF etc.**

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

**2.6. Should not have been de-barred in IMU-KC or country-wide 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.

Signature of Bidder

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. General Conditions**

**3.1.** The duly authorized signatory (ies) of the entity should sign in all the pages of the tender document including the annexure / schedules signifying the acceptance of all the terms and conditions, stated in the various parts of the tender. The person(s) authorized to sign the tender shall also sign in all the pages of the supporting documents submitted as proof of their eligibility etc. In other words, every page of the bid submitted should have the signature of the duly authorized signatory of the bidder.

**3.2.** Bidder should furnish all the details in the prescribed Proforma and as per the requirements set out in the tender documents under Cover I. Bids and Tender documents should be complete in all respects and any incomplete tenders will be rejected.

**4. One Bid per Bidder**

The Bidder who submits more than one tender will be disqualified.

**5. IMU-KC not responsible for Cost of Tendering**

The bidders shall bear all costs, efforts or their time associated with the preparation and submission of their tenders and the IMU-KC will in no case be responsible or liable for those costs / efforts / time, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by IMU-KC, due to any reason whatsoever and at any stage of the tender (IMU-KC is not responsible, if there is a cancellation even after price bid opening).

**6. Site Visit**

The bidders are advised to visit IMU-KC where the Academic Support Staff & Clerical Staff Services are to be provided and acquaint themselves with the operational requirement & system and site conditions and understand the

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information that may be required for the preparation of the tender and for entering into contract for providing the Services. The costs of visiting the site shall be borne by the bidder. Permission, if required, to visit the site will be given during the tender period on application to the Dy. Registrar, IMU-KC. It shall be presumed/ deemed that the bidder has undertaken a visit to the site and is aware of operational conditions prior to the submission of the tender documents, even if the bidder fails to make a site visit.

**7. Rejection of Tender Documents**

The bidder shall read and understand the contents of the tender documents, carefully. Failure to comply with the requirements of tender submission will render the tender liable for rejection. Tenders, which do not comply with the requirements of the tender conditions, will be rejected.

**8. Clarification of Tender Documents**

A bidder requiring any clarification regarding the tender documents may notify in writing to the address mentioned in the invitation of tenders or E-Mail to [dradmin.kolkata@imu.ac.in](mailto:dradmin.kolkata@imu.ac.in) with a copy to [director.kolkata@imu.ac.in](mailto:director.kolkata@imu.ac.in) IMU-KC will respond to any valid request for clarification, raised during the pre-bid meeting or received one week prior to the last date for submission of tenders. IMU-KC's decision is final and binding with regard to interpretation of terms used or other tender contents.

**9. Pre-bid meeting**

Attending pre-bid meeting is not compulsory. However it is strongly recommended that the bidder should attend pre-bid as there is likeliness of happening of many doubt clearing sessions which would give a fair idea and guidance to the bidder to quote.

**10. Amendment to Tender Documents**

**10.1.** At any time 2 days prior to the last date for submission of tenders, IMU-KC may, for any reason, suo motu or in response to a clarification by a prospective bidder, modify the tender documents by amendments (addenda / corrigenda etc.).

**10.2.** Any such amendments will only be hosted on the website and will not be intimated individually to any bidder / prospective bidder. Such amendments may be made up to two days prior to the last date specified for submission of

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the bids. All the bidders who had downloaded the Bid Document prior to such amendment shall verify , whether any such amendments have been issued by IMU-KC, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder.

## **11. Preparations and Submission of Tenders**

### **11.1. Language of Tender**

The tender, and all correspondence and documents, related to the tender, exchanged between the bidder and IMU-KC should be in the English language only. If the bidder along with their offer furnish any printed literature written in any other language, such documents should be supplemented with their English translation also. The contents in the English translated version alone shall be taken into consideration.

### **11.2. Documents comprising the Tender**

The tender submitted by the Bidder shall comprise the following and should be read in conjunction with any Amendments issued in accordance with [Clause 10](#) (Section A).

#### **11.2.1. Cover I (Technical Bid)**

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

The Cover I shall be addressed to "The Director, Indian Maritime University – Kolkata Campus" and should be duly super scribed as "Cover-I-Technical Bid for Providing Academic Support Staff & Clerical Staff Services at IMU-KC" and sealed properly. Name and Address of the bidder shall also be written/ printed on the cover.

#### **11.2.2. Cover II (Price Bid)**

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

- a) Form of Tender,

Signature of Bidder

b) Priced Bill of quantities / Filled in Price Bid format

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

The Cover II shall be addressed to "The Director, Indian Maritime University – Kolkata Campus" and should be duly super scribed as "Cover-II-Price Bid for Providing Academic Support Staff & Clerical Staff Services at IMU-KC" and sealed properly. Name and Address of the bidder shall also be written/ printed on the cover.

11.2.3. Main Cover

Both the "Cover I" and "Cover II" shall be placed inside the main cover and sealed properly. The main cover should be mandatorily super scribed as "Tender for Providing Academic Support Staff & Clerical Staff Services [Tender No..... at IMU-KC]". The tender shall be either sent to "The Deputy Registrar, Room no 132, Indian Maritime University, P-19, Taratala Road, Kolkata-700088 so as to reach before the last date & time for submission or should be dropped in the tender box placed in the Deputy Registrar's Office (First Floor), IMU-KC before the last date & time for submission. **The covers not super-scribed properly will be rejected.**

**12. Conditions stipulated by the bidder**

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

**13. Filling up of Forms, Completeness & Mode of Submission of Tender**

**13.1.** The bidder shall submit all the documents required to be submitted as per Clause11 (Section A) duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.

**13.2.** The Rates in Price Bid shall be filled in either typed or written in indelible ink and shall be signed by the owner/ proprietor / Director (by whichever designation mentioned).

**13.3.** Bids sent by telex, fax, Email etc. (i.e. modes other than by way of speed post/ courier/ dropping in the box provided) shall not be accepted.

**14. Last date for submission of tender, Extension and Late Tenders**

Tenders must reach the Deputy Registrar's office at the address stated in

Signature of Bidder

the Tender abstract prior to the time mentioned in the tender abstract. IMU-KC may, at its sole discretion, extend the date and time for submission of tenders. Any updates with regard to such extension or any other communication intended for the bidders / prospective bidders will be made only through IMU-KC's website stated above. Any tender received after the last date and time for submission of tenders prescribed will be rejected.

**15. Tender Prices**

**15.1.** Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the price bid like service charges. Tender price covers service provider's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Service at IMU-KC and includes all the liabilities of the service provider such as **cost of provision of identity cards** of personnel deployed by the service provider and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.

**15.2.** The rate quoted shall be responsive and the same should be inclusive of all the Statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, all kinds of applicable taxes except GST (GST is needed to be quoted separately) etc. The offers of those prospective bidders which do not meet the statutory requirements of Applicable Minimum Wages, ESI & PF, and Bonus are liable to be rejected.

**16. Tender Validity**

Tenders shall remain valid for 120 days from the last date for submission of tender.

**17. Earnest Money Deposit (EMD)**

**17.1.** Each tender should be accompanied by an Earnest Money Deposit (EMD) for the value stated in the Tender Abstract which shall be in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of **"Indian Maritime University-Kolkata Campus"**, Payable at **Kolkata**.

**17.2.** No other form of deposit towards Earnest Money shall be accepted.

**17.3.** Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the IMU-KC will be summarily rejected. However, exemption from EMD may be considered by IMU – KC only upon written request enclosed

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with the Technical Bid duly enclosing the **relevant and valid** exemption certificates from MSME/NSIC. No exemption from payment of EMD is available to any bidder, other than MSME/NIC, for any reason whatsoever.

**18. Tender Opening, Bidder Participation, Stages of Evaluation (Technical and Price Bid)**

**18.1.** Technical bids will be opened at the conference hall in IMU – KC located at the address stated in tender abstract. Any bidder who is willing to observe the tender opening, may, in person or through his authorized representative(in writing), be present at the venue and witness the tender opening. The no. of person allowed per bidder is 2 maximum. .

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

**18.3.** Similarly, a suitable date and time for opening of the Cover II – Price Bids will be fixed and those bidder(s) who are qualified will be intimated about the opening of Cover - II – Price Bids. The Cover- II -Price Bids will be opened in the presence of the qualified bidders or their authorized representatives, if they choose to attend and be present. The procedures and number of participants etc., for opening Cover - II will be the same as the procedures outlined in Clause [18.1](#) & [18.2](#)(Section A).

**19. Influencing prohibited**

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

**20. Correction of Errors (in Price Bid)**

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

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

Signature of Bidder

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

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

The IMU-KC reserves the right to accept or reject any tender / all tenders, and to annul / cancel the tendering process, at any time / stage prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders of the grounds for the IMU-KC's action.

**22. Refund of EMD**

**22.1.** The EMD will be refunded to all the unsuccessful bidder(s) within 90 days after awarding the work. No interest will be allowed on the Earnest Money.

**22.2.** The EMD of the successful bidder will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful bidder shall when his tender is accepted, furnish security deposit as specified in the clause elsewhere after giving credit to the amount deposited by him as earnest money. The balance, if any, will be refunded to the bidder against such request. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.

**22.3.** Where a person whose tender has been received by the IMU-KC intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the IMU-KC (or) fail to furnish the security deposit within the prescribed time, the IMU-KC shall without prejudice to IMU-KC's any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.

**23. Contract Agreement**

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

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including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the bidder.

## **24. Evaluation of Bids**

### **24.1. Technical Bid Evaluation**

The Bid submitted will be evaluated based on the details of technical qualification submitted by the bidder under Cover I in the prescribed formats to ascertain whether the bidders qualify. The Cover II (Price Bid) of only those firms which technically qualify as per the documents in Cover I will be opened. Technical bid (Cover-I) of each bidder shall fulfil the minimum eligibility criteria prescribed in Clause 2 (Section A). If the bidder fails to fulfil any one of the above criteria, he would be treated as not eligible and their Cover II – Price bid shall not be opened.

The information furnished by the bidder in Cover - I in the prescribed format supplied by the IMU-KC will form the basis for the technical evaluation. In exceptional cases IMU-KC or his representative reserves the right to obtain any clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IMU-KC, information and documents supplied in support of the tender do not meet the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU-KC. After satisfying that all / or some of the bidders have attained the minimum qualifying criteria as detailed above, bids of only the technically qualified bidders who fulfil all the pre-qualification / eligibility criteria, will be considered for further evaluation. If a bidder does not fulfil even single minimum eligibility criteria / pre-qualification criteria during the technical bid evaluation, his financial bids will not be evaluated.

### **24.2. Financial Bid Evaluation**

**Since the salary structure is constant and it will be befitting the employee directly, Service Charge will be taken for comparison among the bidders for evaluation and the bidder who quoted the lowest total service charge excluding GST will be awarded the work, however, mere quoting of low rates alone will not confer any right to such bidders seeking acceptance.**

Signature of Bidder

**In case the Price bid of more than one agency is same, as L-1, then IMU-KC will be assigning marks to various eligibility parameters like turnover, number of years of relevant experience etc. of such L-1 bidders and work will be awarded to the bidder who scores highest marks, among the L-1 bidders.**

**24.3.** Quoting unworkable rate of service charges will not be considered and is liable to be rejected. If the committee decides the rate as unworkable, the service provider will be asked to give write-up about justification as to how it will be able to fulfil its entire obligation with the quoted service charge. If the committee decides that the justification is not workable enough w.r.t. quality and effective execution of the contract, the bid will be rejected. The decision of the Committee in this regard will be final and no further correspondence will be entertained. The criteria of quoting unworkable rates will be decided (upon discretion of committee) either partially or wholly on the fact that the amount quoted should be equal or more than the total of the three components viz :

**1. TDS Value: GST TDS is not to be considered in TDS value.**

**2. Interest earned on security deposit amount: The service charge should include the interest earned on security deposit for 1 year (considering the highest rate of interest given by any nationalised bank as on last date of tender submission).**

**3. Operational expenses: Service charge should include operational expenses. In case, if it is understood by the committee that the operational expenses are too low, the bidder will be asked to justify by giving the calculation as to how the tender (calculation) is a profit-yielding venture for the bidder.**

**24.4.** GST will be paid extra by IMU-KC. GST Rates has to be stated in the column provided and relevant notification or any other proof of rate to be enclosed.

**24.5.** In case of any changes in GST rate or any other statutory obligation resulting in generation of extra profit by the service provider, the same has to be passed on to IMU-KC.

**25. 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 is 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

Signature of Bidder

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.

- 26.** Other Terms and Conditions are enumerated in Section B.

Signature of Bidder



**B. GENERAL DESCRIPTION OF SERVICE, SCOPE OF WORK AND OTHER CONDITIONS / RESPONSIBILITIES OF THE SERVICE PROVIDER:**

**1. General Description of Service**

- 1.1.** Trained personnel are required to be provided as Academic Support Staff and Clerical Staff in IMU-KC to assist faculty/ supervise cadets/students and help in clerical work of administration as per the requirements.
- 1.2.** The Staff should be deployed in IMU KC as per the academic calendar & schedule. The number of manpower required is indicative only and actual number may vary.
- 1.3.** All personnel should be sincere, physically fit, active and energetic.
- 1.4** **All Holidays for the Academic Support Staff & Clerical Staff will be as per the Academic Calendar of IMU-KC. Hence no leave salary will be paid to the staff so engaged. Three National Holidays (Republic Day, Independence Day and Gandhi Jayanti) will only be admissible apart from the above. Any absence other than admissible holidays will be deducted from salary according to days of absence with respect to the no. of days of the month. Holiday falling during continued absence will be treated as absence.**

**2. Statutory / Labour Legislations / Labour welfare Obligations:**

- 2.1.** **The Staff provided shall be the employees of the Service provider and all applicable statutory liabilities such as ESI, PF, Workmen's Compensation Act, etc. shall 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.** 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.
- 2.3.** IMU-KC shall not bear any damage / claim of any nature of the Staff discharge of duties. The Academic Support Staff & Clerical Staff Service Provider, also

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called as "Service provider", shall indemnify IMU-KC for any loss suffered by IMU-KC in this regard.

**2.4.1.** 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, if applicable, should not be less than the statutory provisions / Act by the Central Government.

**2.4.2. If there is any revision in the Minimum Wages / PF / ESI prescribed by Central Government under Minimum Wages Act, the revised minimum wages rates will be considered for reimbursement, subject to the amount exceeding the current emoluments.**

**2.5.** As far as EPF is concerned, if applicable, 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 fails 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. Duly furnishing particulars of personnel engaged for the Department.

**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 of the personnel engaged during each month, shift wise, should be shown. The Service provider has to give an undertaking, which may be countersigned by the concerned official of IMU-KC, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

**3. A. General Scope of Work of Academic Support Staff and Clerical Staff & Duties of Service Provider :**

**3.1.** Service provider and its staff shall take proper and reasonable precautions to preserve from theft, loss, destruction, waste or misuse of the areas of responsibility and custody of the Campus as whole which include properties and assets of IMU-KC given to them by the IMU-KC and shall not knowingly lend to any person or company any of the effects of IMU-KC under its control.

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- 3.2. The Service provider shall be responsible to maintain all property and equipment of IMU-KC entrusted to it.
- 3.3. All necessary reports and other information will be supplied immediately as and whenever asked/required by IMU-KC. Regular meetings will be held with IMU-KC as and when required.
- 3.4. The staff shall not accept any gratitude or reward in any shape.
- 3.5. Personnel deployed shall have to do any technical / clerical work or other work assigned by the Director, IMU-KC either directly or through authorized officers. Staff will be asked to do any type of office job and act as a multi-tasker. They cannot claim that they will do only one specific task. The tasks can change daily and will depend on the officer/faculty controlling the staff. The place of posting in campus i.e. departments /sections can change daily as per directions of IMU-KC.
- 3.6. Deployment of Staff will be as per the instructions of the authorities of IMU-KC and the concerned authorities may monitor the same personally from time to time.
- 3.7. Any other provisions as advised by the IMU-KC may be incorporated in the agreement. The same shall also be binding on the service provider.
- 3.8. The staff may be required to work for any job outside campus also.
- 3.9. The staff is required to work from 0930 hrs to 1730hrs on all working days of IMU-KC. For any Saturday, the staff may be required to come for the work if the Director / Officer in charge or the administration asks the staff to be present. As the holidays of IMU-KC including Saturday and Sundays are more than the minimum **Compensatory Off** entitlements, no separate compensatory off will be given.

**B. Specific scope of staff category wise:**

**Assistant (General)\*:** Handling correspondences, phone calls, e-mails & letters

Fax, scan and copy documents, Proficiency in computer – MS Package & ICT

Maintain office filing and storage systems, Update and maintain databases such as mailing lists, contact lists and client information, Typing, writing, report making, information gathering, Perform work related errands as requested such as going to other offices, post office and bank.

**Assistant (Finance)\*:**

Preparing financial documents such as invoices, bills, and accounts payable and receivable, assisting with budgets, completing bank reconciliations, coordinating internal and external audits, verifying balances in account books, bank deposits and rectifying discrepancies, Completing purchase orders, managing daily transactions, reports, budgeting tasks, data processing, payroll; posting in accounts, finalization of accounts.

- \* **The Assistants** {Both Assistant General & Assistant Finance} will be involved in various important functions such as procurements (GeM & Offline), maintaining leave

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particulars, time keeping, tendering, file-management, etc. **The above works are indicative and not exhaustive and hence can be asked to do any clerical or Assistant work irrespective of the cadre.**

**Technician (Lab)#** : To conduct practical Training in Electrical machine lab. To assist cadets for Model Making competition. To attend all types of Electrical maintenance work in Lab. / workshop. Act as a custodian of the lab thereby managing the furniture and electrical as well as electronic items under lab. Forecasting and putting forth the demands in time. Instructing Lab personnel regarding maintenance / cleanliness and training activities.

**Technician (Workshop)#**: Provide training to Senior Cadets. Taking Viva- voce and assessment of cadet's training. Instructing workshop personnel regarding maintenance / cleanliness and training activities (i.e. training on Lathe machine, Training on welding machine), overhauling of fuel valves/other valves, compressors, pumps, etc. Running and maintenance of power generators, boilers and other training activities that take place inside the workshop.

**# The Technicians** {Technician (Lab) & Technician (Workshop)} will be exposed to various other jobs related to their domain expertise like fault finding, fixing of electrical items, general fabrication(metal, non metal), assisting faculty-in-charge of respective labs in procurement of new equipment, accessories, material, issuing tools to students and maintaining records of same. They are also responsible for entering details of new equipment purchased in the stock register and identification of old material for disposal, etc. **The above works are indicative and not exhaustive and hence technicians can be asked to do any technical / clerical work irrespective of the cadre.**

**Programming Assistant(Software)**: He / She will be expected to do teach programming. He will have to conduct programming laboratories. In addition to these any work related to computers/Software/hardware or any other work may be assigned to him. **Programming Assistant will involves conducting classes for the students.** **The above works are indicative and not exhaustive and hence Programming Assistant (Software) can be asked to do any computer/technical/clerical work irrespective of the cadre.**

**Hostel Warden** :

1. Maintaining Cadets' discipline and conduct, stop and prevent ragging, ensuring training routine of cadets including PT, sports, fall-ins, decorum, haircut, etc.

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Attending night roll call, maintaining and manning Warden Office and all registers in it including Event Log Register. Informing cadets of routines and activities through announcements to be made during fall-in about orders/notices related to University & Hostels or any special arrangements.

2. Maintenance of cleanliness & hygiene of hostels and surrounding areas. Responsibility of fixed assets of the hostel and for the proper maintenance appliances/equipment in the hostel premises.
3. Maintaining records of Cadets proceeding on leave/medical leave, Daily record of students (batch wise), disciplinary actions on defaulting cadets, Medical complaints/dispensary visits, Medical Officer's guidelines for cadets, Record of applications made by cadets for OIC/Directors attention, Record of damages/repairs to hostel property. Action taken/not taken, Record of incidents (with name and roll No. of cadets) indulging in fights with others, drinking/consuming drugs of any kind, thefts, misbehaviour, etc
4. He should plan his leave in consultation with Officer-in-charge (hostel) well in advance so that the shift routine duties of the hostel are always manned.
5. He should be present in rotational shifts in the dining Hall/Mess throughout the meal timing in a day (i.e. breakfast, lunch and dinner) and ensure that proper discipline and decorum is maintained.
6. He should assist in the serving of notices on cadets; in the display of circulars and notices on Notice Board, and in the distribution of Books, Uniforms and Accessories, Sports Items etc. to the cadets and maintain distribution records duly signed by the cadets.
7. He will be responsible for dressing the ship, guard of honour to the VIPs, staying arrangements for guest cadets/students, auditorium seating arrangements and discipline of cadets inside the auditorium during academic and cultural events.
8. He should not allow cadets to indulge in playing of loud music, gambling, fighting, smoking, drinking liquor or using drugs inside the hostel premises and also ensure that no outsider stays inside the hostel.
9. He must keep the cell phone numbers of all rank holders in readiness.
10. All matters of relevance to be brought to the notice of OIC-Hostel/Director.
11. The list is only providing guidelines for duties. Any doubts arising must be brought to the notice of the OIC-Hostel.
12. Any other duty not mentioned here but deemed necessary to be carried out by OIC Hostels/Deputy Registrar/Director.
13. Being self-disciplined and presentable sufficient enough to inculcate a sense of orderliness among cadets by example by being smartly turned out in format dressing (polished shoes, haircuts, shaves etc.

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**Nurse cum Ladies Hostel Warden (Female):** Work for 08 hours per day as per schedule decided by the Doctor to maintain effective medical cover. The nurse may be required to attend emergency any time (even during off – working hours.). The duties of nurse will be all duties as done by nurse in any hospital/nursing home. Apart from nursing duty she will carry out the additional responsibility of female warden of female hostels. **The above works are indicative and not exhaustive and hence Nurse cum Ladies Hostel Warden (Female) can be asked to do any work related to Medical field or that related to lady cadets / students.**

**Penalty:**

- 4.1 In case of the Staff personnel not performing any one of their duty as mentioned in their scope and duties as per Clause B of Section 3, **penalty of Rs 500/- per instance of default** will be levied on the service provider. In case of late reporting for more than 10 mins on two occasions in a month, ½ day pay will be deducted. The in-punch timing for half day reading will be 130PM.
- 4.2 In case any public complaint is received attributable to misconduct / misbehaviour of service provider's personnel, **a penalty of Rs.1000/-** for each such incident shall be levied and the same shall be deducted from service provider's bill. Further the concerned service provider's personnel shall be removed from IMU-KC's system immediately.
- 4.3 In case the service provider fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IMU-KC reserves the right to impose the penalty as detailed below:-
  - 4.3.1 0.5% of cost of order/agreement per week, up to one week of delay.
  - 4.3.2 After one week delay, IMU-KC reserves the right to cancel the contract and withhold the agreement and get this job be carried out from other Sources at the Risk and Cost of the defaulted Service Provider. The difference if any maybe recovered from the defaulted service provider and also the defaulting service provider shall be black listed for a period of 4 years from participating in such type of tender and his Earnest Money & Security deposit may also be forfeited, if so warranted.
- 4.4 The personnel engaged by the service provider shall be dressed in neat and clean formal attire. In case of non-compliance, the penalty on this account shall be deducted from the Service provider's bills, if in case it is found that the appearance of the staff is spoiling the decorum of the office.
- 4.5 The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Officers / Staff / Students etc. and should project an image of utmost discipline. IMU-KC shall have the right to have any Staff removed in case of tenable complaints from Officer /Staff/ Students or as decided by representative of

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IMU-KC if the person is not performing the job satisfactorily or is considered to be undesirable or for any other reason deemed fit by IMU-KC. The service provider shall have to arrange the suitable replacement in all such cases within 1 week 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.

- 4.6 In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the service provider will be liable to be forfeited to IMU-KC besides annulment of the contract. If any of the above condition is violated, IMU-KC has the right to impose any penalty as decided by IMU-KC's administration.
- 4.7 The service provider shall ensure that its personnel shall not at any time, without the consent of IMU-KC in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the IMU-KC and shall not disclose to any information about the affairs of IMU-KC. This clause does not apply to the information, which becomes public knowledge.
- 4.8 Any liability arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all expenses/fines.
- 4.9 Penalty of Rs 500/- for each default per day will be applicable, if the penalties are not stated anywhere else in this tender document.
- 4.10 All penalties are to be recovered from responsible staffs' salary. If the Service Provider is unable to fix such responsibility then the penalty will be deducted from service charge.

## **5 Bidder's Representations And Warranties**

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

- 5.1 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.

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- 5.2 The personnel deployed by the service provider for the job shall meet the following requirements:
- Should be medically fit, sincere, active and energetic
  - Should possess good conduct and discipline
  - Should not have any criminal records
  - Should have age as prescribed in annex (**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.
- 5.3 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.
- 5.4 Bidder shall abide by all applicable 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.
- 5.5 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.
- 5.6 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 employee of the service provider and all the statutory compliances,

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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.

- 5.7 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.
- 5.8 In the event of any losses or damages to any Properties or effects of University by theft, Pilferage, the service provider shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by the University, if such loss is attributable to the conduct of staff deployed by the service provider.

## **6 BIDDER'S COVENANTS**

**6.1 The selected bidder will send the qualified candidates (as per qualifications mentioned) after screening at his end. The candidates will be interviewed by the selection committee of IMU-KC and the best among the candidates will be selected. In case of none found suitable, the service provider will be asked to send another set of personnel. The service provider is required to send three candidates for each post where only one post is specified and twice the no of candidates where more than one no of posts are specified i.e. for 1 post the service provider has to send three candidates while for 2 and 3 posts the service provider will send 4 and 6 candidates respectively. The staff deployed can be asked to change at any point of time without**

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**assigning any reason. Hence there should not be any claim, whatsoever, for retaining the staff.**

- 6.2 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 Staff are the responsibility of the service provider.
- 6.3 The service provider should furnish two copies of the bio-data (format-Appendix II). All original documents are also needed to be submitted for verification by IMU-KC. All the documents are needed to be submitted **at least six days** before the start of the period of contract for verification by the Officer in Charge IMU-KC. After verification all the original documents with one copy of bio-data will be returned to the service provider as approved or disapproved. In case the bio-data is disapproved then the service provider is needed to provide a second list of bio-data for approval within 2 days of intimation. A third opportunity will be given to service provider for providing bio-data of eligible Academic Support Staff 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 Academic Support Staff deposit, as it will be considered that the service provider does not have eligible Academic Support Staff personnel for deployment in the campus. The Service Providers are advised to read the bio-data carefully before submitting.
- 6.4 On their first deployment in the campus, no Academic Support Staff Personnel will be allowed to attend the duty without approved bio-data and without Uniform I.D. Card by the service provider. For initial deployment a period of 7 days will be given for making IDs.
- 6.5 The service provider should furnish to IMU-KC, the bio-data of any changed staff 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 24 hrs.
- 6.6 No Staff 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,

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- c) who is/was terminated on grounds of misconduct/misbehaviour by any employer/ outsourcing agency.
- 6.7 Medical Certificate of the deployed Academic Support Staff should be produced indicating that they are physically fit for deployment.
- 6.8 It will be the responsibility of the service provider to provide details of manpower deployed by him, in IMU-KC, to the Labour department.
- 6.9 The service provider shall ensure adequate Supervision wherever the Academic Support Staff services are provided.
- 6.10 The service provider should maintain a bio-metric system for recording the attendance of the employees, as per the specification given by the Officer in Charge of IMU-KC. The bio-metric system should give a monthly report of the attendance so generated. The bills will be paid as per the attendance recorded in the bio-metric system. The service provider shall also provide, along with the every monthly bill, a self certification that he had raised the bills only to the extent of the deployment of his personnel and corresponding amount paid to them Plus the applicable service charges. Bill payment will be subject to certification of deployment of personnel and work done, by the Officer In charge of IMU-KC. The Service provider has to give an undertaking (on the format), which may be countersigned by the concerned Officer in Charge of IMU-KC, regarding payment of wages as per rules and laws in force.
- 6.11 The right to increase/decrease the strength of Academic Support Staff posted at any time rests with the IMU-KC. Unit rates shall be applied in case of such increase / decrease of the strength of such staff.
- 6.12 The following documents will be maintained by the Bidder:-  
a) Daily Attendance Register  
The above Registers should be submitted to the Concerned IMU-KC Officer or his Representative for verification on daily basis and/or whenever required. IMU-KC reserves the right to demand maintenance of additional registers / data.
- 6.13 Food, Accommodation arrangements for the service provider's personnel will not be provided by IMU-KC.
- 6.14 Academic Support Staff & clerical staff should not be doing any private work during duty hours. They are prohibited from unauthorised stay inside their working area after duty hours.

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- 6.15 They are prohibited from photography or exhibition of any sort unless specifically instructed by IMU-KC.
- 6.16 In any case of grouping or forming assembly, strikes, gheraoes, cessation of work by the deputed Academic Support Staff personnel or such other incidents which will be deemed unsuitable to the atmosphere of the campus, the contract may be terminated with immediate notice. In case of such events the service provider will be imposed with penalty full service charge of the current and the previous month. IMU-KC may ask the service provider to replace any Academic Support Staff personnel, if found involved in such activity.

## **7 OTHER TERMS AND CONDITIONS**

- 7.1 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.
- 7.2 The selected Bidder shall be responsible and liable for and shall indemnify IMU-KC and keep the IMU-KC indemnified, safe and harmless at all times, against:  
Any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature, whatsoever made or instituted against or caused to or suffered by IMU-KC directly or indirectly by reason of any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, bad faith, disregard of its duties and obligations here under, service, act or omission of or by the Service provider and / or any of his Staff, and/or any theft, robbery, fraud or other wrongful act or omission by his staff.
- 7.3 The service provider shall take day to day instructions from the Officer in Charge of IMU-KC.
- 7.4 The service provider shall be responsible for the good conduct and behaviour of his employees. In the event of any misdemeanour like sleeping during duty, being under the influence of liquor/drugs or indecent or insolent behaviour by any Academic Support 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

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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 1 week 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.

- 7.5 The scope of work, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Bidder shall meet any other requirements of IMU-KC communicated from time to time, relating to the Academic Support Staff Service.
- 7.6 All correspondence regarding Academic Support Staff Service & payment of bills etc., or any other matter shall be done only with the Director, IMU – KC through the Officer in Charge.

## **8 Security Deposit**

- 8.1 **Within 3 days** of the successful bidder's receipt of notification of award from IMU-KC, the Bidder shall furnish a Security Deposit at the rate of **10%** of the contract value in the form of an A/C Payee Demand Draft 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.
- 8.2 Any increase in number of Academic Support Staff personnel will result in **increase in the value of Security deposit to the tune of 10%** of the value of the increase in service. The Academic Support Staff 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

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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.

- 8.3 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.
- 8.4 The proceeds of the Security Deposit shall be payable to the IMU-KC as compensation for any loss(es) incurred by IMU-KC resulting from the failure of the service provider to meet out its obligations under the Contract, as determined by IMU-KC. This shall be in addition to any other action/ penalty taken by IMU-KC for delays/ default/ failure on the part of the service provider.
- 8.5 If there is any delay in payment of Security deposit beyond the specified or extended time as per Clause 8.1 (Section 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.

## **9 PAYMENT TERMS**

9.1 The Service Provider shall be paid at the following rates:

### 9.1.1 Minimum Wages

**3.9.1.** Each staff 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 Highly Skilled Staff for 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 will be entertained during the contract period. If there is any revision in the Minimum Wages / PF / ESI prescribed by Central Government under Minimum Wages Act, the revised minimum wages rates will be considered for reimbursement, subject to the amount exceeding the current emoluments.**

The service provider should make payment to the Academic Support Staff personnel **for the period actually employed in a month on or before 5<sup>th</sup> of the following month.** The calculation of no of days as present for salary calculation is mentioned in point 1.4 of (General Description of Service)-Page

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17. Proportionate deduction in service charge will be applicable in case of continuous absence of any staff for a week or more. (For e.g. 10 days absence of any staff for which Rs 1500 is quoted as service charge, will result in deduction of service charge of Rs 500 in addition to the deduction of his/her salary, in a 30-day month.)

9.1.2 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.

9.1.3 Bonus

Applicable bonus at the minimum applicable rates, as per the GoI notification, for the period of deployment of Academic Support Staff is to be paid by the service provider and may be included / added to the bill for the month in which the bonus is so paid by the service provider and submit the proof and calculation of payment along with the bill.

9.1.4 Service Charges

- i. 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. Service charges will be payable for man-shift **actually** deployed.
- ii. Service charges so agreed shall cover all liabilities and obligation as per the terms and conditions of contract and incidental expenditure required for Academic Support Staff services and all other liabilities of the service provider including profit margin of the service provider. Service charges so agreed shall be the consideration for covering all the liabilities and obligations as per the terms and conditions of contract, incidental expenditure and the cost of minor / tools required for the work as per the

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scope and all other liabilities of the service provider and profit margin of service provider.

9.2 Submission of bills:

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

- 9.2.1 Proof of payment of the wages paid to the Academic Support Staff.
- 9.2.2 Proof of deposit of EPF and ESI remitted to the respective organizations within the due date as stipulated in the respective statutes.
- 9.2.3 Wage Bill Register in format prescribed by IMU-KC,
- 9.2.4 Copy of Bank advice memo for crediting to the individual SB account of the Academic Support Staff.
- 9.2.5 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.

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 Academic Support Staff. The service provider should furnish a certificate to this effect. Difference, if any, between the Net amount payable to the Academic Support Staff and amount credited to the Bank for disbursement to the respective SB accounts of the Academic Support Staff, will be withheld from the bill of the service provider.

9.3 Disbursement of Bills:

- 9.3.1 The IMU-KC will, after verification of the claim for its correctness, make payment within fifteen working days after the date of receipt of the claim, complete and correct in all respects, from the service provider. No interest is payable by IMU-KC in case of any unavoidable delay in settling the bills. However IMU-KC would endeavour 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.

- 9.3.2 The service provider should make all payments relating to Academic Support Staff & Clerical Staff in IMU-KC to his Academic Support Staff through fund

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transfer from current/ SB Account. No cash payments should be made to any Academic Support 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.

9.3.3 Recoveries from persons deployed by service provider:

**The bidder should NOT recover any amount from the wages payable to the Academic Support Staff OTHER THAN EPF / ESI Contribution, if applicable, as per rules.**

9.3.4 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.

## **10 TERMINATION**

10.1 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.

10.2 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.

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**11 POST TERMINATION RESPONSIBILITY OF THE SERVICE PROVIDER**

11.1 Upon termination of this Agreement, the service provider shall immediately deliver to IMU-KC all the documents/ tools/ equipment and any/ all data pertaining to IMU-KC, held by it or in the possession/ custody/ control of his staff, to IMU-KC. The service provider shall also forthwith remove all his staff together with his machines/ 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.

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

**12 Arbitration & Jurisdiction**

In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to resolve such differences, disputes, claims or questions by mutual discussion and failing such settlement, the same shall be referred for arbitration by a sole Arbitrator appointed by IMU-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.

**13 AGREEMENT**

**If applicable:** Any offer made in response to this tender, when accepted by IMU-KC, after modifications, if any required, will constitute a contract between IMU-KC and the Service Provider till the time formal agreement is not made. The service provider will arrange to execute agreement with IMU-KC within 02 months of award of work order.

**Signature**

**Authorized representative with Seal**

Signature of Bidder

**14. 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. The I-Cards are required to be attested by the Administration.**
- 8) Identity proof and residential proof.

Signature of Bidder

TENTATIVE MANPOWER DEPLOYMENT – SUBJECT TO CHANGE AS PER DIRECTION FROM IMU FROM TIME TO TIME					
Academic Support Staff					
Sl. No	Role	Eligibility Criteria	Experience	Max-Age ( 65 Yr.)	No.
01	Applied Mechanics lab (Technician)	<b>Essential:-</b> 3-year Diploma in Mechanical Engineering / Production Engineering / Automobile Engineering from an institute approved by the All Indian Council of Technical Education.	<b>Desirable:</b> Relevant work experience for a period of 01 year. <b>Mandatory:</b> Should be able to teach & conduct Lab/Class including maintenance of lab	Not exceeding 35 years  (Age relaxable as per discretion of IMU-KC)	01
02	Pneumatic and Hydraulics Lab (Technician)	<b>Essential:</b> 3-year Diploma in Mechanical Engineering / Production Engineering / Automobile Engineering from an institute approved by the All Indian Council of Technical Education.	<b>Desirable:</b> Relevant work experience for a period of 1 year. <b>Mandatory:</b> Should be able to teach & conduct Lab/Class including maintenance of lab	Not exceeding 35 years.  (Age relaxable as per discretion of IMU-KC)	01
03	Electronics and Instrumentation Lab (Technician)	<b>Essential:</b> 3-yrs Diploma in Electronics and Instrumentation Engineering/Electronics and communication Engineering /M.SC in Electronics.	<b>Desirable:</b> Relevant work experience for a period of 1 year. <b>Mandatory:</b> Should be able to teach & conduct Lab/Class including maintenance of lab	Not exceeding 35 years.  (Age relaxable as per discretion of IMU-KC)	01
04	Control Engineering Lab(Technician)	<b>Essential:</b> 03 years Diploma in Instrumentation/Automation/Control Engineering from an Institute approved by the All Indian Council of Technical Education.	<b>Desirable:</b> Relevant work experience for a period of 1 year. <b>Mandatory:</b> Should be able to teach & conduct Lab/Class including maintenance of lab.	Not exceeding 35 years.  (Age relaxable as per discretion of IMU-KC)	01
05	Applied Heat & Boiler Chemistry Lab(Technician)	<b>Essential:</b> 3-year Diploma in Mechanical Engineering from an institute approved by the All Indian Council of Technical Education.	<b>Desirable:</b> Relevant work experience for a period of 1 year. <b>Mandatory:</b> Should be able to teach & conduct Lab/Class including maintenance of lab	Not exceeding 35 years.  (Age relaxable as per discretion of IMU-KC)	01

Signature of Bidder

06	Marine Workshop(Marine Personal) (Technician)	<b>Essential :</b> (i)Marine Fitter from Merchant Navy  (or)  (ii) Petty Officer of Marine Engineering branch from Indian Navy/ Coast Guard  (or)  (iii)Near Coastal Voyage (NCV) class IV Engineer.	<b>Desirable:</b> Relevant work experience for a period of 1 year.  <b>Mandatory:</b> Should be able to teach & conduct Lab/Class including maintenance of lab	Not exceeding 35 years.  (Age relaxable as per discretion of IMU-KC)	02
07	Seamanship Laboratory (Technician)	<b>Essential:</b> Petty Officer in Seaman Branch of Indian Navy / Coast Guard.	<b>Mandatory:</b> Should be able to teach & conduct Lab/Class including maintenance of lab	Not exceeding 35 years.  (Age relaxable as per discretion of IMU-KC)	01
08	Fire Fighting Lab(Technician)	<b>Essential:</b> Petty Officer in Engineering branch from Indian Navy/ Coast Guard	<b>Mandatory:</b> Should be able to teach & conduct Lab/Class including maintenance of lab	Not exceeding 35 years.  (Age relaxable as per discretion of IMU-KC)	01
09	Welding & Gas Cutting Shop(Technician)	<b>Essential: I)</b> 03 year Diploma in Mechanical Engineering from an institute approved by the All Indian Council of Technical Education and work experience for a period of 1 year in relevant field.  (or)  (iii) ITI Trade Certificate under Apprentices Act, 1961 with 3 years' work experience.	<b>Mandatory:</b> Should be able to teach, conduct & maintenance of Lab/Class including maintenance of lab.	Not exceeding 35 years.  (Age relaxable as per discretion of IMU-KC)	02
10	Fitting Shop (Marine Fitter) (Technician)	<b>Essential:</b> 03-year Diploma in Mechanical Engineering / Production Engineering from an institute approved by the All Indian Council of Technical Education  (or)  Petty Officer of Mechanical Engineering branch (POME) from Indian Navy or Coast Guard.	<b>Desirable:</b> Relevant work experience for a period of 1 year.  <b>Mandatory:</b> Should be able to teach, conduct & maintenance of Lab/Class including maintenance of lab.	i)Not exceeding 35 years  ii) Not exceeding 40 years for serving/ retired personnel of Indian Navy/ Coast Guard.  (Age relaxable as per discretion of IMU-KC)	02
11	Boiler	<b>Essential:</b> First class Boiler Attendant	<b>Desirable:</b> Relevant work	Not exceeding 35	01

Signature of Bidder

	Shop(having first class boiler certificate) (Technician)	certificate of competency issued by Central.	experience for a period of 1 year. <b>Mandatory:</b> Should be able to teach, conduct & maintenance of Lab/Class including maintenance of lab.	years. (Age relaxable as per discretion of IMU-KC)	
12	Machine Shop(Technician)	<b>Essential :</b> i)3-year Diploma in Mechanical Engineering / Production Engineering from an institute approved by the All Indian Council of Technical Education and work experience for a period of 1 year in relevant field.  <b>(or)</b>  (ii) ITI Trade Certificate under Apprentices Act, 1961 with 3 years' experience in relevant field.	<b>Mandatory:</b> Should be able to teach, conduct & maintenance of Lab/Class including maintenance of lab.	Not exceeding 35 years. (Age relaxable as per discretion of IMU-KC)	02
13	Material Science Lab (Technician)	<b>Essential :</b> Diploma/Degree in Mechanical Engineering/Metallurgy from an institute approved by the All Indian Council of Technical Education	<b>Desirable:</b> Relevant work experience for a period of 01 year.  <b>Mandatory:</b> Should be able to teach, conduct & maintenance of Lab/Class including maintenance of lab.	Not exceeding 35 years. (Age relaxable as per discretion of IMU-KC)	01

Signature of Bidder

14	Nurse cum female hostel warden	<p><b>Essential:</b></p> <p>Qualification:-</p> <p>1. i) B.Sc (Hons.) Nursing / B.Sc. Nursing from an Indian Nursing Council recognized Institute or University; <b>OR</b></p> <p>B.Sc. (Post-Certificate) / Post-Basic B.Sc. Nursing from an Indian Nursing Council recognized Institute or University; (ii) Registered as Nurses &amp; Midwife in State / Indian Nursing Council , <b>OR</b></p> <p>2. (i) Diploma in General Nursing Midwifery from an Indian Nursing Council recognized Institute / Board or Council; (ii) Registered as Nurses &amp; Midwife in State / Indian Nursing Council; (iii) Two years experience in a minimum 50 bedded Hospital after acquiring the educational qualification mentioned above.</p>	<p><b>Desirable:</b> Knowledge of warden duty or such other role.</p>	<p>Not exceeding 30 years</p> <p>(Age relaxable as per discretion of IMU-KC)</p>	01
15	Hostel Warden	<p><b>Essential:</b></p> <p>1) Petty officer in Seaman branch from Indian Navy/ Coast Guard</p> <p><b>[Or]</b></p> <p>ii) Havildar from Indian Army</p> <p><b>[Or]</b></p> <p>iii)Sergeant in Indian Air Force.</p>	<p>Minimum 15 years of service from Indian Navy / Coast Guard/Army /Air force</p>	<p>Not exceeding 40 years for serving/retired personnel of Indian Navy/Coast Guard/Indian Army/Indian Air Force.</p> <p>(Age relaxable as per discretion of IMU-KC)</p>	02
<b>Administrative support Staff</b>					
01	Assistant (Finance)	<p><b>Essential:-</b></p> <p>Educational qualification: A Bachelor's Degree from a recognized University with a minimum aggregate of 50% marks or its equivalent grade in Commerce or</p>	<p><b>Desirable:</b> Working knowledge of Information &amp; Communication Technology preferably in Accounting</p>	<p>Not more than 35 years.</p> <p>(Age relaxable as per discretion of</p>	01

Signature of Bidder

		Mathematics or Statistics.	Software.	IMU-KC)	
02	Programming Assistant (Software)	<b>Essential:-</b> MCA/ M. Sc ( Computer Science) OR B. Tech (Computer Science / IT) OR M.sc IT	<b>Desirable:</b> 01 years work experience.	Not more than 35 years.  (Age relaxable as per discretion of IMU-KC)	01
03	Assistant (General)	<b>Essential: -</b> Educational Qualification: - A Bachelor's Degree from a recognized University with a minimum of 50% of marks or its equivalent grade.	<b>Desirable: -</b> Working knowledge of Information & Communication Technology	Not more than 35 years.  (Age relaxable as per discretion of IMU-KC)	03

Signature of Bidder



**BIO DATA OF THE ACADEMIC SUPPORT STAFF**  
**PERSONNEL**

Name : \_\_\_\_\_

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

\*Local Address :-

\*Permanent Address:-

Paste recent passport  
size photograph and  
sign across

\*AADHAR NO. : \_\_\_\_\_

\*Medical Certificate No. and date: \_\_\_\_\_

General/Ex-Servicemen : \_\_\_\_\_

(In case of Ex-Servicemen, mention Academic Support Staff or Assistant Academic Support Staff Officer, if applicable)

\*If Ex-Servicemen:-

- i. Discharge Book No. :
- ii. Discharge Certificate No. :
- iii. Date of Discharge :
- iv. Forces in which engaged in past (Army/Navy/Air Force/Other) :

\*Police Verification Certificate No. and date: \_\_\_\_\_

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

**DECLARATION:-**

I undertake that I will not be involved in any unlawful activity. I will not instigate or participate in any strike, gherao etc. I will not form any kind of group, association etc., failing which I would be liable for termination at any time. I will put forward my grievances, if any, only through the proper channel.

Date:

Signature of the Academic Support Staff Personnel

I undertake that the detail mentioned above are true and correct in all respect.

Signature and stamp of the service provider

Signature of Bidder

## **Annexure-I**

(Technical Bid-Cover 1)

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

Tender for "Providing Academic Support Staff Service at Indian Maritime University Kolkata Campus at Kolkata"

Ref: Tender Notification No: IMU-KC/DR/OS/9 dated 13.03.2019.

From

Name & Address of the Bidder

Ph:

Email:

To

The Director,

Indian Maritime University,

P-19, Taratala Road

Kolkata - 700088.

Dear Sir,

We hereby submit our Technical Bid for "Academic Support Staff Service" at IMU-KC as detailed below.

1. Experience in the business of providing Similar Service Since 2013-2014 or earlier:

Sl	Eligibility Criteria details	Bidders Confirmation
1	Whether in the business of Providing Similar Service Since 2013-2014 or earlier & meet this eligibility criteria (Yes / No)	
a)	Since which Year?:	
b)	Mode of Proofs enclosed:	Page No.
(i)		

Signature of Bidder

(ii)		
(iii)		
(iv)		
(v)**		

\*\* - May add more rows as required

2. A. Similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five financial years (2013-14 to 2017-18):

Sl	Eligibility Criteria details	Bidders Confirmation
A	Whether carried out similar service with minimum value specified in any one of the three set of minimum service values (a or b or c) during 2013-2014 to 2017-18 & thereby meet this eligibility criteria (Yes / No)	
a)	At least one similar service with a minimum value of 56 Lakh (Yes / No)	
b)	At least two similar services with a minimum value of Rs.42 Lakh each (Yes / No)	
c)	At least three similar service to the value of Rs. 28 lakh each (Yes / No)	

3. Details of similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five financial years (2013-14 to 2017-18):[in proof of sl. No. 2-A above]:

B	<b>Mode of Proofs enclosed:</b> (With Name, Address & Contact No. of the Client for whom Academic Support Staff Services was provided)	Value of the Work (Rs)	Page No.
(i)			
(ii)			
(iii)			
(iv)			

Signature of Bidder

(..)**			

\*\* - May add more rows as required

Note: ""Similar Service" means contract for providing Academic Support Staff Service with Government / Semi-Government/ Public Sector organisations/ National level educational institute like IIT, IIM, NIT and Universities/ Banks/PSU's/ Public Limited / Private Limited (of work force not less than 100 employees) Companies.

#### 4. Minimum Annual turnover

(Rs. In Lakh)

Sl	Eligibility Criteria details	Bidders Confirmation	
(i)	Whether the bidder has a minimum Annual turnover of Rs. 5 crore during each of the last three Financial years (2015-16, 2016-17 and 2017-18) [YES / NO]		
	Year / Proof enclosed	Turnover	Page No.
(ii)	2015-16 /		
(iii)	2016-17 /		
(iv)	2017-18 /		

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

Sl	<u>Particulars</u>	Bidders Confirmation / Details	Details of Proof enclosed	Page No.
(i)	Whether the Bidder have a valid PAN and GST		Copy of PAN or Income Tax Returns and GST	
(ii)	Whether the Bidder has covered their Staff employed under ESI and PF other [YES / NO]			
(iii)	Whether obtained License Under Contract Labour (R&A) Act			

Signature of Bidder

	[YES/NO]			
(iv)	Whether the Bidder has been debarred or blacklisted by any Government department / agency so far on account of fraudulent or corrupt practices or inefficient / ineffective performance [YES/NO]		Declaration to this effect	
(v)	Whether the Bidder has attached EMD for an amount of Rs.1,40,000 from Nationalized or scheduled bank [YES/NO]		Original DD No. _____ enclosed with technical bid	
(vi)	Whether the bidder inspected the site. If so, date and time of inspection of site: [YES/NO]		NA	NA
(vii)	Form of Organization [Sole proprietorship / Partnership / PVT Ltd Company etc]:			
(viii)	Provident Fund Number			
(ix)	ESI Number			
(x)	Other Modes of Proof enclosed			

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

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

**Declaration**

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

Date:

Signature with Seal of  
Authorized Signatory

Place:

Signature of Bidder

BIDDER MEMORANDUM & UNDERTAKING

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

1. General Description  
Tender for Providing "Academic Support Staff & Clerical Staff" at Indian Maritime University Kolkata Campus at Kolkata. Tender No. IMU-KC/DR/OS/9 dated 29.01.2019.
2. Period of Contract  
One year from the date of commencement of work.  
[The contract is extendable at the same terms and conditions by two years (one year at a time) subject to providing of service to the satisfaction of IMU-KC, at the option of IMU-KC]
3. Forfeiture of Earnest Money Deposit & Undertakings by the Bidder  
Should this tender be accepted in whole or in Part, I / we here by agree:
  - a) to terms and abide and fulfil all conditions annexed hereto and all the terms and provisions contained in all parts of the tender documents so far as applicable and/or in default thereof the EMD paid by us will be forfeited in favour of IMU-KC.
  - b) To execute all the Services referred to there in the tender documents upon the terms and conditions contained or referred to therein, and carryout such deviations as may be ordered by IMU-KC.
  - c) This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake to abide by all the terms and conditions laid down in the tender/bid documents.
4. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other Charges applicable from time to time. I/We will pay the wages to the Personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully & solely responsible for any violation.

SIGNATURE:

FOR AND ON BEHALF OF:

DATE:

Signature of Bidder

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

To

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

Sir,

Being duly authorised to represent and act on behalf of ..... herein after called "the bidder" and having visited the site and examined the Conditions of Contract, Specifications, Schedules and Bill of Quantities for the Tender for "Providing Academic Support Staff Service and Clerical Staff" at Indian Maritime University - Kolkata Campus, Taratala at Kolkata.

1. We offer to execute the work in conformity with the said Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of as per the detailed price bid enclosed.
2. We undertake, if our Tender is accepted, to achieve completion of the service for the periods specified in this Schedule.
3. We agree to abide by all the terms and conditions of the Tender in all its parts including its annexure & forms, for a period of One year from the date of commencement of work as per the tender document or such further period as may be mutually agreed, it shall remain binding upon us and may be accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period of One year or such extended period as mutually agreed upon, I/We forfeit and forgo the Academic Support Staff Deposit to IMU-KC.
4. Unless and until a formal Agreement is prepared and executed, this tender, together with our written acceptance thereof, shall constitute a binding contract between us.

5. I/We understand that the Indian Maritime University, (Kolkata Campus) reserves the right to,
  - a) Amend the scope of tender and value of contract under this work;
  - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender(s).I/We agree that the Indian Maritime University Kolkata Campus will not be liable for any such action and will be under no obligation to inform the bidder of the grounds for such action.
6. If our tender is accepted we understand that we are held fully responsible for the due performance of the contract.
7. We agree to execute all the works referred to in the tender documents in accordance with the terms and conditions contained or referred to therein and to carry out such deviations as may be communicated by IMU-KC.

SIGNATURE:

FOR AND ON BEHALF OF:

DATE:



# INDIAN MARITIME UNIVERSITY

## KOLKATA CAMPUS

P-19 TARATALA ROAD, KOLKATA, 700 088



*Tender For Providing:  
'Academic Support Staff & Clerical Staff'  
at IMU- Kolkata Campus*

*Tender No.: IMU-KC/DR/OS/9 dated 13.03.2019.*

**Volume .II**

**PRICE BID**

**FORM OF TENDER**

INDIAN MARITIME UNIVERSITY- KOLKATA CAMPUS

Priced Bill of Quantities for Providing Academic Support Staff and Clerical Staff at Indian Maritime University- KC at Kolkata.

**PRICE BID**

Providing "Academic Support Staff and Clerical Staff" at Indian Maritime University Kolkata Campus as per the scope of work mentioned in the tender document complying with all the conditions, stipulated in various parts of the tender documents including its annexure and schedules. The rate is inclusive of Replacement for leave / absence of personnel deployed and all taxes (#except GST), levies, duties, Bonus and service charges etc.

# (GST is to be added in the price bid and price should be quoted including all taxes except GST. GST to be shown separately in the Price Bid with proof for the rate of deduction charged. Price bid evaluation will be made based on Rates quoted exclusive of GST and it will be added to the net rates at the stage of award of the contract, if such GST etc. is applicable to IMU-KC.).

## FINANCIAL BID

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

Name of the Bidder					
SI. No.	CATEGORY.	Qty required  (Q)	<b>Consolidated Salary</b> <b>Inclusive of EPF &amp; ESI employer and employee contributions, if applicable &amp;</b> <b>Bonus per month(should not be less than minimum prescribed by GOI)</b>  <b>and / or any other liability/legal expense</b>  (Separate breakup to be shown of the quoted amount, if applicable)  <b>( P )</b>	<b>Total Service charge</b>  <b>(No of persons X Service Charge Per person)</b>  <b>( in Rs)</b>  <b>(S)</b>	<b>Total Monthly Amount(in Rs)</b>  <b>( T )=</b> <b>( Q X P ) + S</b>
01	Assistant (General)	03	25000 (Break-up of Rs 25000 = Salary _____ + Bonus _____ +ESIC _____ + PF _____ )	Rs _____	
02	Assistant (Finance)	01	25000 (Break-up of Rs 25000 = Salary _____ + Bonus _____ +ESIC _____ + PF _____ )	Rs _____	
03	Programming Assistant(Software)	01	25000 (Break-up of Rs 25000 = Salary _____ + Bonus _____ +ESIC _____ + PF _____ )	Rs _____	
04	Applied Mechanics lab (Technician)	01	25000 (Break-up of Rs 25000 = Salary _____ + Bonus _____ +ESIC _____ + PF _____ )	Rs _____	
05	Pneumatic and Hydraulics	01	25000	Rs _____	

	Lab (Technician)		(Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)		
06	Electronics and Instrumentation Lab (Technician)	01	25000  (Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)	Rs_____	
07	Control Engineering Lab (Technician)	01	25000  (Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)	Rs_____	
08	Applied Heat & Boiler Chemistry Lab(Technician)	01	25000  (Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)	Rs_____	
09	Marine Workshop( Marine Personal) (Technician)	02	25000  (Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)	Rs_____	
10	Seamanship Laboratory (Technician)	01	25000  (Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)	Rs_____	
11	Fire Fighting Lab  ( Technician )	01	25000  (Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)	Rs_____	
12	Welding & Gas Cutting	02	25000	Rs_____	

	Shop ( Technician )		(Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)		
13	Fitting Shop(Mari ne Fitter) (Technicia n)	02	25000  (Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)	Rs _____	
14	Boiler Shop(havin g first class boiler certificate) (Technicia n)	01	25000  (Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)	Rs _____	
15	Machine Shop(Tech nician)	02	25000  (Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)	Rs _____	
16	Material Science Lab  (Technicia n)	01	25000  (Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)	Rs _____	
17	Nurse cum female hostel warden	01	25000  (Break-up of Rs 25000 = Salary _____ + Bonus _____+ESIC_____+ PF_____)	Rs _____	
<b>18</b>	Hostel Warden	<b>02</b>	25000-30000.  Salary will depend on the experience and qualification of the candidate and will be decided by the selection committee.  25000  (Break-up of salary to be given on the similar lines as mentioned in SI 1 to SI 17 after pay fixation by		

			Selection Committee)		
<b>19</b>	<b>Total</b>	<b>Aggregate of Column T</b>			
20	GST	Rate : ___%			
21	Grand Total	SI 18+SI 19			

**L1 = Column 4 of SI 19 = \_\_\_\_\_**

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

Signature of authorized person

Date

Full Name \_\_\_\_\_

Place

Seal: \_\_\_\_\_

The evaluation of L1 will be based on Total excluding GST i.e. SI. No 19 of the price bid.

\* Bonus is included in the salary fixed. The bonus will be paid every month along with the salary and hence the yearly bonus has to be divided by 12 and given it every month. The break-up of bonus and other service charge to be given separately. In case of any other liability which is benefiting the employee, it is also to be shown separately.

5%-10% increase in the salary paid to the outsourced personnel may be considered on completion of 01 year of period subject to:

1. Satisfactory performance of the person/personnel.
2. Extension of the contract.

The decision of the above two conditions lie totally with IMU-KC and are no way automatic or compulsory.

For the purpose of evaluation of the bid, total of monthly quoted rates of each category (i.e. aggregate of Column T) shall be considered. In case difference between rate quoted in words and figure arise, rates quoted in words shall be final. Contractor's Administration/Service Charges cannot be "NIL" or "Zero. GST will be paid extra.