


TENDER NOTIFICATION

	<p>INDIAN MARITIME UNIVERSITY (IMU) (A Central University) Kolkata Campus (KC), P-19 TARATALA ROAD, KOLKATA, 700 088</p>	
<p>Tender No. IMU/KC/AE(C)/HK/10 dated 25/02/2019</p>		
<p>Name of Service</p>	<p>EMD</p>	<p>Last date & time for Submission</p>
<p>Sealed tenders are invited from Manpower Service providers under Two Bid system for providing various "Campus Maintenance (Housekeeping & Horticulture)" services for :</p> <p style="margin-left: 40px;">a) Campus area & b) Residential area</p> <p>at IMU-KC, Taratala, Kolkata for one year from the date of commencement of service, extendable further on satisfactory performance, by one year at a time, up to a maximum of 2 more years, at the same rates and terms & conditions.</p>	<p>Rs. 2,00,000.00</p> <p>Estimated cost – Rs. 90 Lakh</p>	<p>18/03/2019</p> <p>-1200 hrs</p>
<p>Tender documents i.e. Tender forms and other terms and conditions / details can be downloaded from IMU-KC website www.merical.ac.in and IMU website http://www.imu.edu.in from 25/02/2019.</p> <p style="text-align: right;">DIRECTOR , IMU-KC</p>		

Tender Abstract

Particulars	Details
Tender Title	Tender for providing Campus Maintenance (Housekeeping & Horticulture) services at IMU-KC, Taratala, Kolkata
Tender Number	IMU/KC/AE(C)/HK/10 dated 25/02/2019
Tender Document can be Downloaded from IMU-KC website	25/02/2019
Cost of Tender Form	NIL
Pre-Bid Meeting (Mandatory)	06/03/2019- 1500 hrs
Last Date of Submission of Tender	18/03/2019 -1430 hrs
Technical Bid Opening Date and Time	18/03/2019- 1500 hrs
EMD Amount	Rs.2,00,000.00
Address for Submission of Tender	The Director, Indian Maritime University, Kolkata Campus, P-19, Taratala Road, Kolkata, 700088, West Bengal, India

INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

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INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

P-19, TARATALA ROAD, KOLKATA, 700 088

Tender for providing Campus Maintenance (Housekeeping & Horticulture)
services at IMU-KC Taratala, Kolkata

Tender No.: IMU/KC/AE(C)/HK/10 dated 25/02/2019

Volume. I

TECHNICAL BID

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF THE BIDDERS

1. **Introduction & Definitions**

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

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

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

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

a) Campus area (Area C)

b) Residential area (Area R)

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

The terms Housekeeper / Sweeper (s), casual labour, manual labours / labour/ personnel, manpower are used interchangeably and include all the persons deployed by the service provider to deliver the service contract including supervisor unless specifically excluded.

Any firm can bid for any area (Area c) or (Area R) both areas but the firm or (its sister concern), which will be winning price bid for campus area will not be awarded for the residential area & vice versa. In other words the two areas are to be serviced by different service providers. In case of any firm winning both, he will need to forgo (Area R) and the tender for Area R will be taken up with L2 for Area R.

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 80 lakh [OR]

2.2.2 at least 2 Services with a minimum value of 60 lakh each[OR]

2.2.3 at least 3 Services with a minimum value of 40 lakh each

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

“Similar Service” means contract for providing House-keeping, Gardening, Horticultural services with Government / Semi-Government/ Public Sector 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 crores 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, AADHAR& PAN

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

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

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

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

2.6. The bidder should not have delayed the payment to their personnel deployed at site beyond 20th of the following month for any reason whatsoever during the last 2 years (i.e. 2017& 2018) e.g. payment for the month of Jan should not have been delayed beyond 20th of February.

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

2.7. The Service Provider should not have been debarred so far. It should not have been terminated on account of non-compliance of tender conditions. If the service provider has been terminated by IMU-KC in case of any type of service provided in this campus in the last 5 years, for any reason whatsoever before the completion of the contract

period, they are debarred from participating in this tender process. The Service provider in this para includes the holding, subsidiary, joint venture, associate or sister concern or any other relation with the service provider which clearly indicates that the concerned parties or their management are related to each other.

[Mode of Proof: Self declaration to this effect]

With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be IMU-KC's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required. IMU may also conduct independent verification of credentials furnished by the service providers.

All the Mode of Proof Documents for meeting eligibility criteria enclosed with the tender are to be duly signed by the authorized signatory. If required, IMU-KC may insist for notarized copy or ask to produce originals to ascertain the veracity of the documents. IMU-KC- also reserves the right to ask more proof to corroborate the eligibility declarations.

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**

6.1. The bidders are advised to visit the site and surroundings where the Services are to be provided and acquaint themselves with the operational system and site conditions and understand the information that may be required for the preparation of the tender and for entering into contract for providing the Services. The areas provided in the annex are approx areas of the respective zones (as shown in the Campus Layout). Bidders may verify the areas of various zones prior bidding. Change in the area of any zone for contract value calculation will not be permitted after bidding. 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 Deputy 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.

6.2 **Area Calculation:-**

The area mentioned is approx areas. On award of the contract, the award winning service provider will conduct a joint measurement with Assistant Engineer (Civil), IMU-KC or any other officer appointed by Director to ascertain the exact details. The total area which is counted will be multiplied by per square feet rates as mentioned in price bid. In case if there is any increase in the area the per square feet rates of that type/items (for eg. Toilet/hostel floor, etc) will be applicable. Hence the tender has the scope of increase of area to be addressed due to various civil works going on

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.

7. **Clarification of Tender Documents**

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

8. **Pre-bid meeting**

Pre-bid meeting is **compulsory**. Bidders should attend pre-bid meeting as per the date mentioned in tender abstract. Bidders not attending the pre-bid meeting will not be allowed to submit the tender.

9. **Amendment to Tender Documents**

- 9.1. 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.).
- 9.2. Any such amendments will be uploaded on the website and will not be intimated individually to any bidder / prospective bidder. All the bidders who had downloaded the Bid Document prior to such amendment shall verify, whether any such amendments have been issued by IMU-KC, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder.

10. **Preparations and Submission of Tenders**

10.1. Language of Tender

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

10.2. Documents comprising the Tender

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

10.2.1. 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 (Annexure I) with all the documents stated in the technical bids and other supporting documents in evidence of the data filled in technical bids and any other documents stated in the tender document.
- d) Bidder Memorandum (Annexure II) duly signed by the bidder.

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

10.2.2. Cover II (Price Bid)

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

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

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

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

10.2.3. Main Cover

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

11. **Conditions stipulated by the bidder**

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

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

12.1. The bidder shall submit all the documents required to be submitted (Including fulfilling Clause 11) duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.

12.2. The Rates in Price Bid shall be filled in either typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.

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

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

Tenders must reach the Director's office at the address stated in the Tender abstract Prior to the time mentioned in the tender abstract. IMU-KC may, at its sole discretion extend the date and time for submission of tenders. Any updates with regard to such extension or any other communication intended for the bidders /

prospective bidders will be made only through IMU-KC's website stated above. Any tender received after the last date and time for submission of tenders prescribed will be rejected.

14. **Tender Prices**

- 14.1. The contract shall be for the whole Services or for individual component or components as may be decided by the IMU-KC, based on the unit rates (INR per Square Feet, Base Price & GST) and prices quoted by the bidder in the price bid.
- 14.2. 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 including statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.
- 14.3. The rate quoted shall be responsive and the same should be inclusive of all the Statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, all kinds of applicable taxes etc. The offers of those prospective bidders which do not meet the statutory requirements of Applicable Minimum Wages, ESI & PF, and Bonus are liable to be rejected.

15. **Tender Validity**

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

Earnest Money Deposit (EMD)

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

15.4. **Tender Opening (Technical Bid):**

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

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

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

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

16. **Influencing prohibited**

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

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

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

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

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

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

The IMU-KC reserves the right to accept or reject 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.

19. **Refund of EMD**

- 19.1. The EMD will be refunded to all the unsuccessful bidder(s) within one month from completion of the tender evaluation process. No interest will be allowed on the Earnest Money.
- 19.2. The EMD of the successful bidder will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful bidder shall when his tender is accepted, furnish security deposit as specified in the clause elsewhere after giving credit to the amount deposited by him as earnest money. The balance, if any, will be refunded to the bidder against such request. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.
- 19.3. Where a person whose tender has been received by the IMU-KC intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to 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.

20. **Contract Agreement**

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

21. **Evaluation of Bids**

21.1. **Technical Bid Evaluation**

The Bid submitted will be evaluated 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. 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.

21.2. Financial Bid Evaluation

Total cost including the Minimum statutory charges, other charges and Service Charges, etc. will be taken for comparison among the bidders for evaluation and the bidder who quoted the lowest total cost will be awarded the work, however, mere quoting of low rates alone will not confer any right to such bidders seeking acceptance. Separate financial bids for different areas(Area C) & (Area R) are required to be applied.

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.

21.3. Quoting unworkable rate of service charges will not be considered and is liable to be rejected. Bidders are expected to show the calculations as a support documents on how they have reached to the price quoted.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 satisfactory 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.

21.4. 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.

22. 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.

23. **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 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.

24. **GENERAL TERMS AND CONDITIONS**

- 24.1. 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. Service provider will prepare a monthly report for each zone, showing color photographs of previous month and current month, with a purpose of showing improvement in the respective zone. This documents needs to be submitted in PDF or good quality color print. This document would be preserved by IMU-KC, and would be basis of clearing the bill in each month. A record of every lapse small or big will be maintained by the IMU-KC. Conduct of monthly meeting of IMU-KC with the Service provider or authorized representative of the service provider other than on-site employees, will be held for review and follow- up actions. **Bill will not be processed if the meeting is not conducted and hence is a mandatory requirement of the monthly routine.**
- 24.2. 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.
- 24.3. The service provider shall take day to day instructions from the Officer in Charge of IMU-KC.
- 24.4. 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 outsourced staff found misbehaving with the staff member / student of the IMU-KC or found abetting with another person in any sorts of misdeeds, the service provider shall terminate the services of such of his employees on his own or whenever there is a recommendation of the Director or the officer in charge. **The termination of the employee has to be executed within 24 hrs of the intimation, failing which IMU-KC will terminate the contract within 72 hrs without any intimation.** In all the above terminations, the service provider shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by IMU-KC, failing which it may be treated as absent and

consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IMU-KC will be imposed. The 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. 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.

- 24.5. The Service provider shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the IMU-KC may issue from time to time and which have been mutually agreed upon between the two parties.
- 24.6. The Service provider shall be responsible for maintaining all property and equipment of IMU-KC entrusted to it.
- 24.7. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with IMU-KC as and when required by IMU-KC.
- 24.8. The scope of work, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Bidder shall meet any other requirements of IMU-KC communicated from time to time, relating to the outsourced service.
- 24.9. All correspondence regarding outsourced Service & payment of bills etc., or any other matter shall be done only with the Director, IMU – KC through the Officer in Charge.

25. **Security Deposit**

- 25.1. **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 **18%** 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.

- 25.2. The security is needed to be deposited within three days of the receipt of order. In case if any default payment is made the service provider will have to make the complete payment with interest due on that amount. No partial payment will be accepted. However if the delay continues till the date of reimbursement of bill by IMU-KC to service provider then the same amount with interest till date will be deducted from the bill.
- 25.3. 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.
- 25.4. 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.
- 25.5. If there is any delay in payment of Security deposit beyond the specified or extended time as per the above-mentioned clause, **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.

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

- 25.1 The outsourced personnel shall be the employees of the Service provider and all statutory liabilities such as ESI, PF, Workmen's Compensation Act, etc. will be paid by the service provider. The list of staff going to be deployed shall be made available to IMU-KC and if any change is required as per IMU-KC fresh list of staff shall be made available by the service provider after each and every change.
- 25.2 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.
- 25.3 IMU-KC shall not bear any damage / claim of any nature of the outsourced personnel in discharge of duties. The Service provider shall indemnify IMU-KC for any loss suffered by IMU-KC in this regard.
- 25.4 The wages (per month) mentioned in the price bid format is based on the Minimum Wages for Zone 'A' as prescribed by Ministry of Labour of Employment, Govt. of India, as applicable as on the date of Issue of this Tender. ESI, PF should not be less than the statutory provisions / Act by the Central Government.

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

26 **PAYMENT TERMS**

26.1 ESI / PF etc.

The service provider should recover the statutory contribution towards EPF/ESI organizations, from the employees and remit the same to the respective organizations along with the minimum mandatory amount of Employer's portion of the contributions in accordance with rules and within due date and also submit proof thereof to IMU-KC. 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. Service charges will be consider at max 26 days in a month, irrespective of the no of working days i.e. 28, 30 or 31. Any absence of no of days will be subtracted from 26 (max days in a month).

26.1.1 Bonus

Applicable bonus at the minimum applicable rates, as per the GoI notification, for the period of deployment of outsourced 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.

26.1.2 Service Charges

Service charges will be as per quoted rates in financial bid. Service charges so agreed shall cover all liabilities and obligation as per the terms and conditions of contract and incidental expenditure required for Manpower services and all other liabilities of the service provider including profit margin of the service provider. Service charges will be consider at max 26 days in a month, irrespective of the no of working days i.e. 28,30 or 31. Any absence of no of days will be submitted from 26 (max) days in a month.

26.2 Submission of bills:

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

- 26.2.1 Proof of payment of the wages paid to the outsourced Staff.
- 26.2.2 Proof of deposit of EPF and ESI remitted to the respective organizations within the due date as stipulated in the respective statutes.
- 26.2.3 Wage Bill Register in format prescribed by IMU-KC,
- 26.2.4 Copy of Bank advice memo for crediting to the individual SB account of the outsourced staff.
- 26.2.5 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 outsourced staff. The service provider should furnish a certificate to this effect. Difference, if any, between the Net amount payable to the outsourced staff and amount credited to the Bank for disbursement to the respective SB accounts of the outsourced staff, will be withheld from the bill of the service provider.

26.3 Disbursement of Bills:

- 26.3.1 The IMU-KC will, after verification of the claim for its correctness, make payment within fifteen working days after the date of receipt of the claim, complete and correct in all respects, from the service provider. No interest is payable by IMU-KC in case of any unavoidable delay in settling the bills. However IMU-KC would 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.
- 26.3.2 The service provider should open a Current Account/ Savings Accounts and make all payments relating to the said Service in IMU-KC to his outsourced staff through fund transfer from the said current/ SB Account and through the SB Accounts of outsourced persons deployed by the service provider in IMU-KC. No cash payments should be made to any outsourced 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.

26.3.3 Recoveries from persons deployed by service provider:

The bidder should **NOT** recover any amount from the wages payable to the outsourced staff **OTHER THAN** Employees portion of EPF / ESI Contribution as per rules.

26.3.4 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.

27 TERMINATION

27.1 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 debarring in addition to forfeiture of Security deposit.

27.2 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.

28 POST TERMINATION RESPONSIBILITY OF THE SERVICE PROVIDER

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

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

29 **NON EXCLUSIVE**

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

30 **Arbitration & Jurisdiction**

In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first 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.

31 **AGREEMENT**

If applicable: Any offer made in response to this tender, when accepted by IMU-KC, after modifications, if any required, will constitute a contract between IMU-KC and the Service Provider till the time formal agreement is not made. The responsibility of the agreement making lies with the service provider which should be fulfilled within 2 months of start of service.

32 Other Terms and Conditions are enumerated in Appendices.

DIRECTOR

IMU-KC

Details of personnel, Location, Numbers, Weekly off, Working hours etc.:

1. Service Provider is not only required to provide Housekeeping& Gardening services but also any requirement of that of a casual labour. The service provider will be required to do carry out furniture shifting, etc if required at IMU-KC and all other related works mentioned elsewhere in the tender document.
2. The contractor will be asked to furnish IMU-KC the details of the personnel to be posted at IMU-KC before posting them at the office, guest house or hostel or at any other duty point at-least a week before engagement. IMU- KC reserves the right to reject any person posted in IMU-KC without assigning any reason.
3. Service provider will have to provide Uniforms and Safety Shoes to all the employees.
4. Service provider would provide services on all days except on one day weekly off and 3 National Holidays. The responsibility for providing necessary relievers, whenever any employee is on leave or absent vests with the service provider. No additional payment would be made for providing relievers.
5. Working hours: as detailed in Schedule to this Appendix. The timings of the shift can be modified as per the requirement of the IMU-KC and can be changed as and when required.
6. The place for provision of service is mentioned in the tender abstract.
7. All personnel should be sincere, physically fit, active and energetic. The personnel required may be asked to undergo physical test as decided by the authority to check the endurance and will be employed only on satisfactory performance in the test. The cost of this test will be borne by IMU-KC.

Schedule to Appendix I

1. Number of Personnel to be deployed

Supervisor – Service provider to decide

Casual labours – Service Provider to decide, plan and inform IMU-KC in advance

* Personnel should include atleast 02 ladies who will be primarily deployed in ladies hostel along with other places. The casual labours including ladies may be asked to work in any place of IMU-KC campus.

2. Shift Duration and Time

- a. The working hours of the institute are from 9:30 am to 5:30 pm. The shift duration and the timings are to be decided by the service provider to get the desired result. Service provider is to plan deployment of personnel accordingly.

3. **During vacations, approximately for 2 months in a year, the no. of students staying are very less, due to which the hostels may remain closed. This may result in requirement of less manpower. Hence, the bidders are advised to keep this in mind and bid accordingly.**

Scope of Work and Duties of Service Provider and its outsourced personnel

The essence of the contract lies in the total maintenance of the campus which involves all types of areas viz. hostels, floors, corridors, garden, playground, swimming pool, quadrangle areas, roads, fountains, drains. In other words, the entire area of the campus including all floors of all the buildings including toilet. Only residential building(inside areas) are not included in scope whereas outside areas of residential area is included. The total map of the campus and separate areas i.e. area R & Area C are shown on page 34 & 35 of the tender. IMU-KC will focus on results i.e. performance of the manpower. The number of manpower should be minimum 10 with at least 2 ladies. The manpower may be asked to work as casual labour. Person not competent enough to work as casual labour should not be engaged. All casual labourers will be required to carry out all tasks related to campus maintenance.

AREA TO BE MAINTAINED**1) Campus Area - (Area C)**

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

A	Admn. Block - (Area = 6000 sq. ft.)	Twice	10:00 A.M., 4:00 P.M.																																				
B.	Sr. Hostel - (Area = 5500 sq. ft.)	Twice	10:00 A.M., 4:00 P.M.																																				
C.	Jr. Hostel - (Area = 6500 sq. ft.)	Twice	10:00 A.M., 4:00 P.M.																																				
D.	OBC Hostel - (Area = 6000 sq. ft.)	Twice	10:00 A.M., 4:00 P.M.																																				
E.	240 Seater Hostel (East & West Wing) - (Area = 6000 sq. ft.)	Twice	10:00 A.M., 4:00 P.M.																																				
F.	Gym Area - (Area = 2000 sq. ft.)	Once	10:00 A.M																																				
G.	Workshop - (Area = 20,000 sq. ft.)	Twice	10:00 A.M., 4:00 P.M.																																				
18.	Vats <u>VAT Details at IMU-KC</u>	Twice	Before 11 AM. Before 04.00 PM																																				
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2) Residential Area - (Area R)

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

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

1. **DAILY CLEANING**

- 1.1. Sweeping of all places of the entire campus which includes campus roads and roadside areas, front road entrance & parking area. These places are to be kept clean all time during working hours. Sweeping and cleaning includes removal of paper, plastics, from the area between the wings and around the hostel & removal of mud, silt, all types of waste material and unwanted material from the location & its disposal at given location before 11:00 a.m. every day. Hence, the service provider may decide the working hours accordingly. The work mentioned here is not exhaustive.
- 1.2. Sweeping and mopping of floors, lounges, Hostel Warden's office with floor cleaner & disinfectant (dilution of material as prescribed on packing).
- 1.3. The surroundings of all the buildings to be swept / cleaned and maintained neatly.
- 1.4. Waste generated from the buildings to be removed daily twice and placed in the waste bins or specifically identified locations. All such waste, garbage, trashes, dusts are to be collected from all the dustbins in hostels, veranda/corridors, offices, lounges, Computer room etc., twice a day & segregated (biodegradable, recyclable and other material) and to be removed

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

the campus as per instruction of IMU-KC representative.

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

2 **WEEKLY CLEANING (SATURDAY)**

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

- 2.11 Cleaning of all rooms occupied by cadets.
- 2.12 All the extra dust from erosions should be cleared weekly.

3. MONTHLY CLEANING

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

4. HOUSEKEEPING

4.1. SWEEPER – All duties as per the contract and the following listed below:

- a. Emptying all dustbins and their cleaning by 09.45 am. This includes separating recyclable material and collecting.
- b. Cleaning of all corridors, staircases by 11.30 am.
- c. Cleaning of furniture, cob webs, railings, any other tables and chairs etc.
- d. Cleaning of outside premises by 1.00 pm.
- e. Swabbing and cleaning of corridors, staircases once more.
- f. Shifting of furniture or such other materials, debris etc. as and when required by IMU-KC
- g. Sweepers should not leave allocated premises and should bring food etc. with them
- h. Each sweeper should be provided with his own bucket, broom, plastic pan, swabs, cob web removing broom, phenyl, bleaching powder, harpic and a register to take signatures. A space can be provided for them to keep their kits.

4.2. SUPERVISORS – All duties as per the contract and including the following listed below:

- a. Daily Routine of the Supervisor will be generally as follows:-
 - Till 9:30 A.M. – Attendance
 - 9:35 A.M. – Making summary of Attendance
 - 9:35 A.M. – 09:45 A.M. – Distribution of Materials
 - From 9:50A.M. onwards – On-site supervision
- b. Ensure that the sweepers & gardeners do not move out of the allocated premises during duty hours.

- c. Ensure that daily and weekly cleaning schedule is maintained.
- d. Ensure that signature of the concerned is taken after cleaning.
- e. Ensure that all registers are maintained and checked and counter signed by the Hostel warden and contractor on a daily basis.
- f. Report to the contractor for supplies, duties and all duty related matters.
- g. The supervisor will have nothing to do with the hostel matters other than maintaining cleanliness and hygiene in hostels.
- h. They should inspect hostel rooms and bathrooms on a daily basis. At least one third (1/3) of the rooms should be inspected daily to make sure that cleaning has actually happened as per the requirements. In case of any problem, ensure re-cleaning immediately.
- i. Supervisors cannot leave hostel premises for lunch etc. They are advised to bring food.
- j. Maintenance and production to IMU-KC, on demand, of all the relevant records, registers, bills, etc. relating to materials consumed, housekeeping personnel deployed, statutory compliances etc.
- k. If any outsourced personnel is found forging his attendance or is absent from duty place, then 50% of the monetary and other penalty applicable on these outsourced personnel will be applicable on the supervisor.
- l. All other work mentioned elsewhere implied from in the tender document and any other work as assigned by O.I.C IMU.
- m. Hewill supervise all contract labourers viz. housekeeping, horticulture, grass-cutting etc., including any or all other outsourced personnel and such related services, deployed by same or different agencies in the campus.

4.3. Vat Cleaning

- a. There are several Vats for disposal of garbage located at different places in the campus, details of which are attached as appendix.
- b. These Vats are to be cleaned regularly at the time mentioned by the Management.
- c. After cleaning Vats, garbage is to be carried away from the campus as per the disposal standards acceptable to KMC, at the designated place defined by KMC by the service provider at his cost.
- d. Cleaning of Vats is needed to be done daily except on Sundays.
- e. A penalty of Rs 1000/- per instance will be charged in case of non removal of garbage on any day as mentioned in Sl. 1.
- f. Any problem occurring in removal of garbage, with no fault of the bidder, should be intimated to the O.I.C within 1 working day.

4.4. Cleaning Material

- a. The cleaning material will be given by the service provider. The firm has to quote the rates, taking cleaning material expenses into consideration.

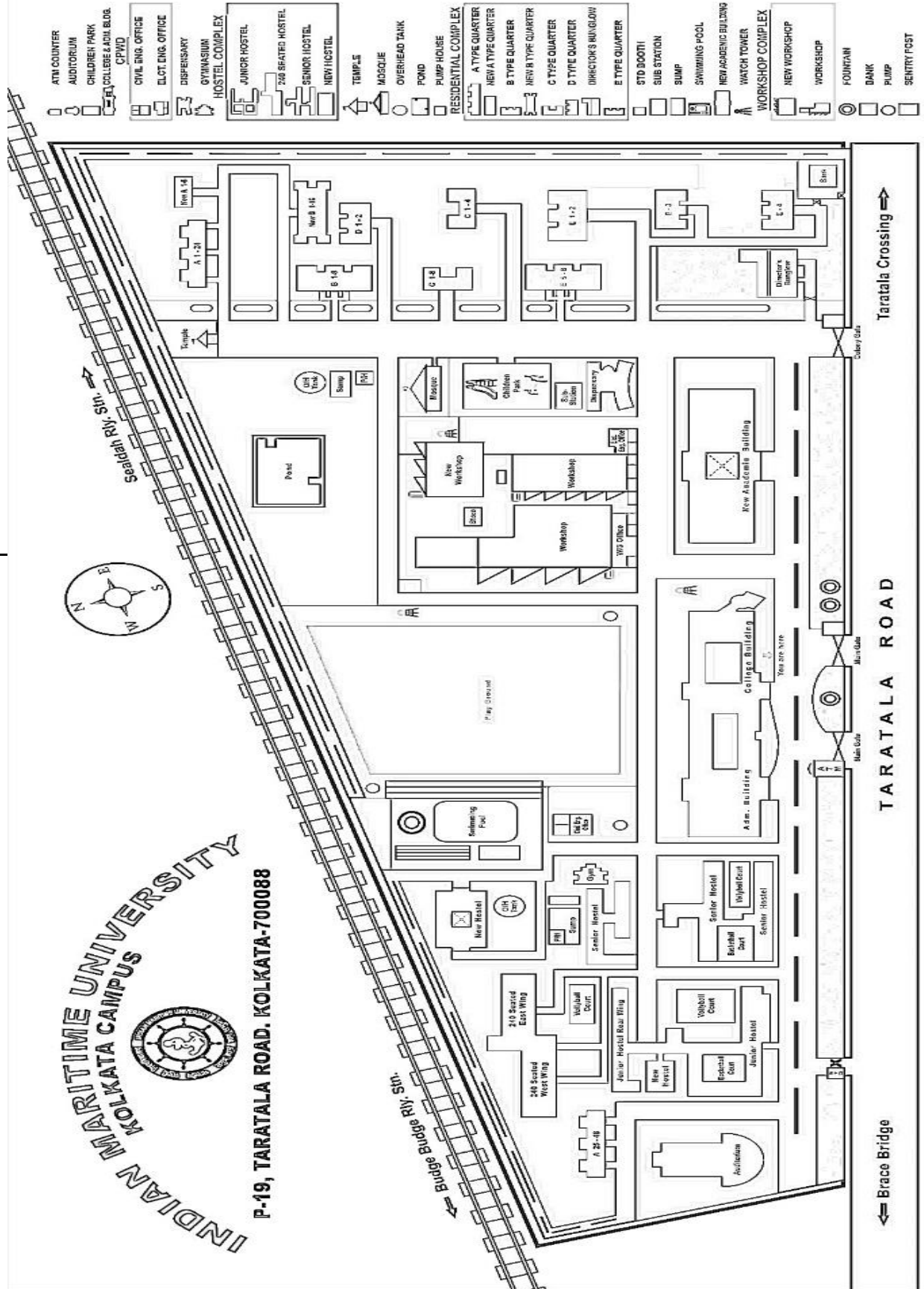
4.5. Equipment

- a. All Housekeeping and Horticulture work should preferably be done with modern equipments (like Lawn Mowers, Sweeping Machines etc.) and vendor needs to provide these equipment and maintain them. Housekeeping personnel deployed by the service provider should operate the housekeeping & cleaning machines / equipment provided by the service provider.

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KOLKATA CAMPUS



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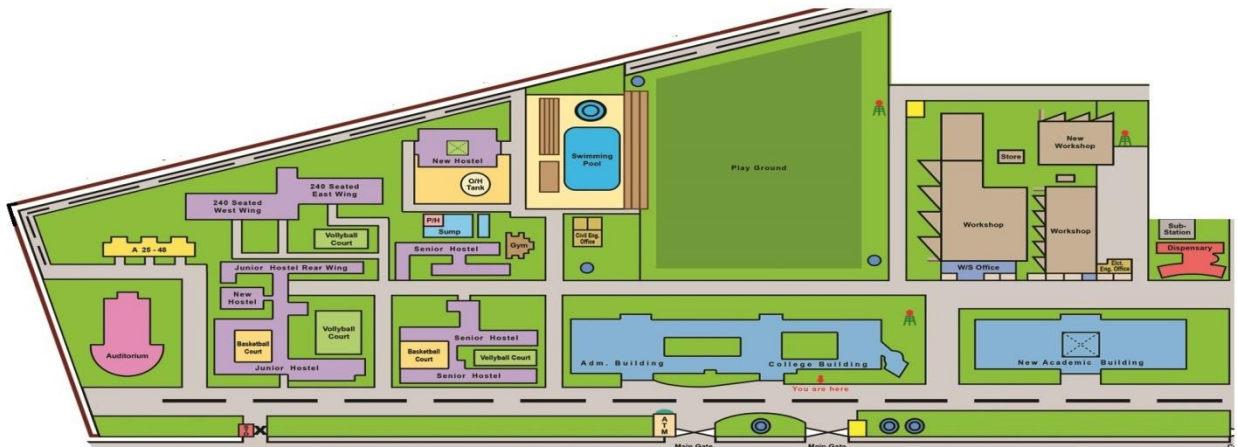


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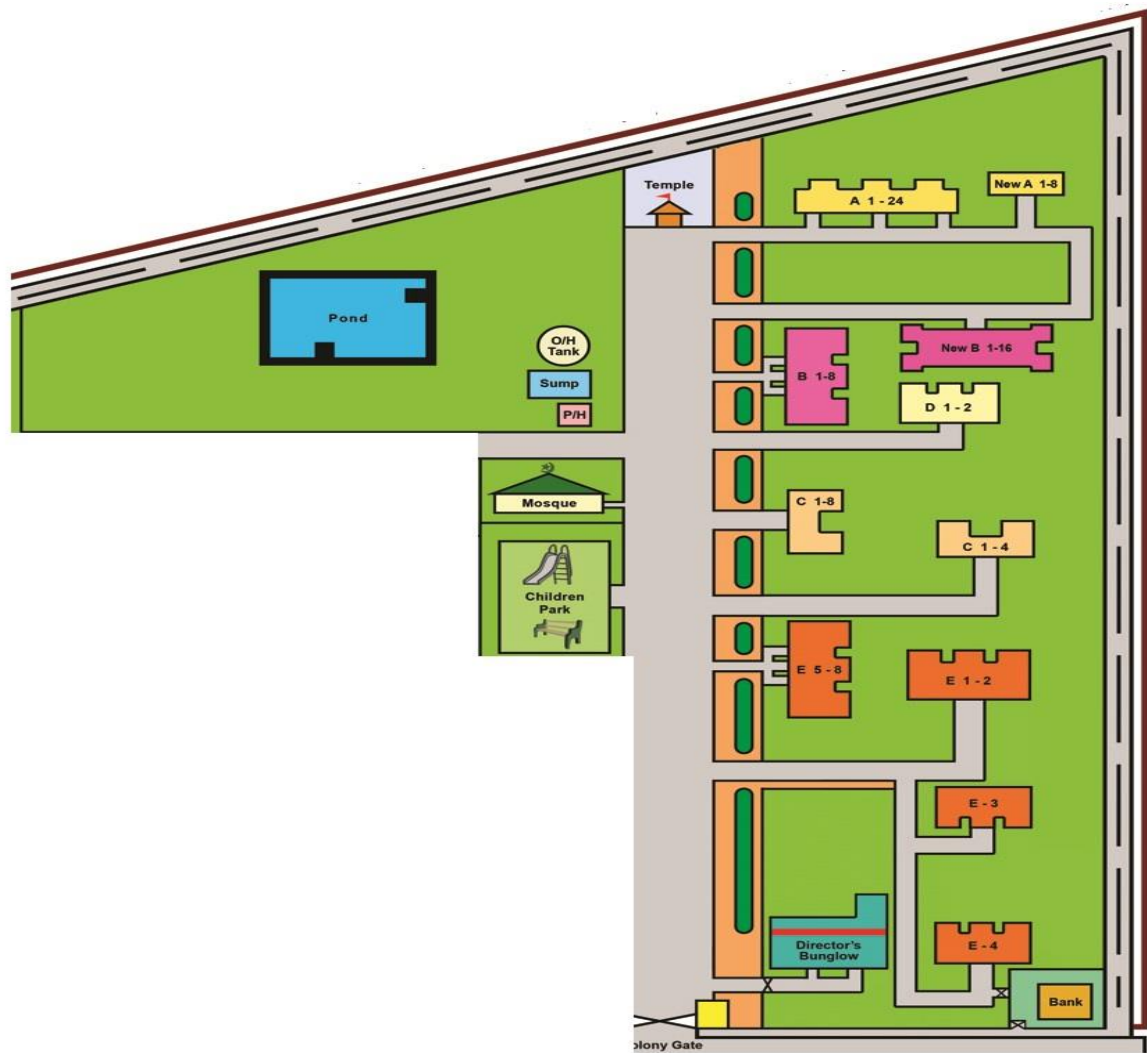
(Area - C) - CAMPUS AREA



LEGEND

S.L.No.	Area/Location																																				
1.	Swimming Pool Area - 5000 sq. ft.																																				
2.	Playground - 50,000 sq. ft.																																				
3.	Total Garden Area - 15000 sq. ft.																																				
4.	Total Road Area - 50,000 sq. ft.																																				
5.	TOILET AREA																																				
A.	Admn. Bldg. Toilets (10 nos.) - Total area = 2500 sq. ft.																																				
B.	OBC Hostel Toilets (11 nos.) - Total area = 3850 sq. ft.																																				
C.	240 Seater Hostel Toilets (16 nos.) - Total area = 4800 sq. ft.																																				
D.	Sr. Hostel Toilets (12 nos.) - Total area = 3600 sq. ft.																																				
E.	Jr. Hostel Toilets (14 nos.) - Total area = 4200 sq. ft.																																				
F.	Miscellaneous washable area in hostels - Area = 500 sq. ft.																																				
6.	COURTYARD/CORRIDOR AREA(ALL FLOORS)																																				
A	Admn. Block - (Area = 6000 sq. ft.)																																				
B.	Sr. Hostel - (Area = 5500 sq. ft.)																																				
C.	Jr. Hostel - (Area = 6500 sq. ft.)																																				
D.	OBC Hostel - (Area = 6000 sq. ft.)																																				
E.	240 Seater Hostel (East & West Wing) - (Area = 6000 sq. ft.)																																				
F.	Gym Area - (Area = 2000 sq. ft.)																																				
G.	Workshop - (Area = 20,000 sq. ft.)																																				
18.	Vats VAT Details at IMU-KC																																				
	<table border="1"> <thead> <tr> <th>Sl.No</th> <th>Location</th> <th>Dimension (LXBXH) in meter</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Near E-3</td> <td>(2.55X1.20X1.20)</td> </tr> <tr> <td>2</td> <td>C1-C4 area</td> <td>(2.60X2.20X1.20)</td> </tr> <tr> <td>3</td> <td>In front of mosque</td> <td>(2.40X1.20X1.20)</td> </tr> <tr> <td>4</td> <td>Near B type quarter</td> <td>(2.50X3.60X1.40)</td> </tr> <tr> <td>5</td> <td>Near A type quarter</td> <td>(2.50X3.60X1.50)</td> </tr> <tr> <td>6</td> <td>Near Mandir (Temple)</td> <td>(2.50X3.60X1.41)</td> </tr> <tr> <td>7</td> <td>Near children's park</td> <td>(2.50X3.60X1.50)</td> </tr> <tr> <td>8</td> <td>Near Senior hostel (West Wing)</td> <td>(5.4X6.3X2.48)</td> </tr> <tr> <td>9</td> <td>Near 240 Seater hostel (North Side)</td> <td>(2.50X3.60X1.600)</td> </tr> <tr> <td>10</td> <td>In front OBC</td> <td>(5.40X6.30X2.48)</td> </tr> <tr> <td>11</td> <td>Playground</td> <td>(2.5X3.6X1.5)</td> </tr> </tbody> </table>	Sl.No	Location	Dimension (LXBXH) in meter	1	Near E-3	(2.55X1.20X1.20)	2	C1-C4 area	(2.60X2.20X1.20)	3	In front of mosque	(2.40X1.20X1.20)	4	Near B type quarter	(2.50X3.60X1.40)	5	Near A type quarter	(2.50X3.60X1.50)	6	Near Mandir (Temple)	(2.50X3.60X1.41)	7	Near children's park	(2.50X3.60X1.50)	8	Near Senior hostel (West Wing)	(5.4X6.3X2.48)	9	Near 240 Seater hostel (North Side)	(2.50X3.60X1.600)	10	In front OBC	(5.40X6.30X2.48)	11	Playground	(2.5X3.6X1.5)
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(Area- R) - RESIDENTIAL AREA



LEGEND:

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

Bidder's Representations And Warranties

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

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

2. The personnel deployed by the service provider for the job shall meet the following requirements:
 - Should be medically fit, sincere, active and energetic
 - Should possess good conduct and discipline
 - Should not have any criminal records
 - Aged between 20-50 years (**Mode of proof of age should be age as per ESIC card or matriculation certificate**). The original proof should be submitted for verification to IMU-KC. Photocopy of the document is to be submitted with IMU-KC office. Age of the outsourced personnel should not be more than 50 yrs. The person who is going to attain the age of 50 yrs in this cycle of 1 year should not be engaged by the service provider.

 - Age slab depends upon the nature of work in campus maintenance as given below:
 - a. Grass cutting, cleaning bushes, Gardening, planting, watering etc :
Maximum Age - 40 years.
 - b. Road cleaning, cleaning Garbage etc:
Maximum Age - 45 years
 - c. Cleaning of rooms, toilets, corridor etc:
Maximum Age - 50 years
 - d. Cleaning of Drains, Shifting furniture's from one place to another place, loading/unloading parcels and other casual labourer work:
Maximum Age - 35 years

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

4. Bidder shall abide by all laws of the land including, Labour Laws (ESI, PF, Bonus, Income Tax or any other extra taxes levied by the Government), Companies Act, 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. The Service provider shall be solely responsible for any accident, damage or injury caused to any of his employees or property or any person or property in course of the Service and death while on service and shall not hold the IMU-KC responsible in respect of any claim made by any person for any reason whatsoever. The service provider will make no claim for reimbursement or other form of claims arising out of such accidents etc. against IMU-KC. In the event of IMU-KC incurring any loss due to the above, Service provider shall indemnify IMU-KC to the extent of its loss on this account. Service provider shall be solely responsible for reporting to IMU-KC and concerned authorities immediately of any serious or fatal accident. The service provider should ensure that the outsourced personnel are physically fit to work under sun or Kolkata weather at all times of the year during working hours or amended working hours. No claim of outsourced personnel to not to be able to work due to harsh weather can be entertained.
6. There shall not be any Master-Servant or Employer-Employee relationship or any legal or contractual relationship between the IMU-KC and outsourced staff deployed by the service provider for any purpose including any claim, disputes, rights & duties etc. between the service provider and his personnel. The outsourced staff shall be the employees of the service provider and all the statutory compliances, liabilities and obligations including the requirements to deposit contributions for and to file periodic returns of details of persons deployed under various labour legislations such as Provident Fund Act, Employees State Insurance Act, Minimum Wages Act (Contract Labour (Regulation & Abolition Act 1970), etc. and all other labour and other legislations as applicable from time to time, during the currency of the contract, with regard to the personnel engaged by the service provider for service to IMU-KC, are the responsibility of the service provider and shall be solely complied with and met by the service provider. Any penalty / damage / claim / compensation of any nature whatsoever arising out of any litigation or non-compliance of various labour and other legislations as determined by concerned Government Authorities shall be solely and directly borne by the service provider. The Service provider shall indemnify IMU-KC, in the event of imposition of any such penalty / damage / claim / compensation etc to the fullest extent of such penalty etc.
7. The service provider shall alone be responsible & entitled to act in pursuance of this Contract and the service provider shall not directly or indirectly transfer, assign or makeover any rights and obligations of the contract or any part thereof to any other persons.
8. IMU-KC reserves the right to increase or decrease the number of personnel. The Bidder should be able to provide 3 times the number of personnel as mentioned in this tender document. The addition personnel if asked will be needed to be deployed within 2 days of the requisition.

9. In the event of any losses or damages to any Properties or effects of University by theft, Pilferage, the service provider shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by the University, if such loss is attributable to the conduct of outsourced staff deployed by the service provider.
10. Personnel engaged shall be properly trained by the Service Provider.
11. The selected bidder shall arrange to have a Branch Office in Kolkata, if not already existing.

BIDDER'S COVENANTS

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

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

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

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

25. In emergent situations, outsourced personnel deployed shall also participate as per their role defined in the disaster rescue / recovery plan, if any, of the Department. They should be sensitized for their role in such situations.

26. Any other provisions as advised by the IMU-KC may be incorporated in the agreement. The same shall also be binding on the service provider.

27. In any case of grouping or forming assembly, strikes, gheraoes, cessation of work by the deputed outsourced personnel or such other incidents which will be deemed unsuitable to the atmosphere of the campus, the contract may be terminated with immediate notice. In case of such events the service provider will be imposed with penalty which is full service charge of the current and the previous month. IMU-KC may ask the service provider to replace any outsourced personnel, if found involved in such activity.

Schedule to Appendix IV

BIO DATA OF THE OUTSOURCED PERSONNEL

Name : _____

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

*Local Address :-

*Permanent Address:-

*Educational Qualification :

*Experience :

*AADHAR No. : _____

*Medical Certificate No. and date: _____

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

*Police Verification Certificate No. and date: _____

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



DECLARATION:-

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

Date:

Signature of the outsourced personnel

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

Signature and stamp of the service provider

Penalties & Fines

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

7. Outsourced **personnel found drunk or sleeping on duty or absent from duty is to be removed by the Service provider and no payment will be made.**
8. The service provider shall ensure that its personnel shall not at any time, without the consent of IMU-KC in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the IMU-KC and shall not disclose to any information about the affairs of IMU-KC. This clause does not apply to the information, which becomes public knowledge.
9. If any of the tender condition is violated, IMU-KC has the right to impose any penalty as deemed fit by the IMU-KC's administration.
10. Any liability arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all expenses/fines.
11. IMU-KC may ask the service provider to remove the persistent late comers and frequent absentees and to provide replacement without affecting the work.
12. In case of housekeeper/supervisor not present in the duty place after marking attendance Rs. 1500/- will be fined.
13. Misuse of official telephone or computer Rs.1000/- (in addition recovering the actual cost of misuse).
14. In case of any unsatisfactory service, deduction upto 10% of the amount due for the month will be imposed on the service provider. In case of late attendance/absence during working hours/loitering during working hours by any personnel of the service provider, the Deputy / Assistant Registrar or any person authorized by the Director reserves the right of reduction of any amount from the bill payable as it may deem fit.
15. In case any public/student/staff complaint is received attributable to misconduct/misbehaviour of contractor's personnel, proved to the satisfaction of the Director, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further, the concerned contractor's personnel may be removed from IMU-KC's system immediately.

Schedule to Appendix V

(to be submitted by Service Provider with each bill)

SL	DEFAULT	QUANTUM OF PENALTY	AMOUNT
1.	Failure to clean toilet 3 times a day	Rs 500 per instance	
2	Failure to keep common toilet area clean	Rs 500 per unit of toilet	
3	Failure to keep the VATs clean	Rs 1000 per VAT	
4	Failure to keep the classes clean	Rs 500 per class	
5	Failure to keep the playground clean	Rs1 per square foot	
6	Failure to keep the roads clean	Rs1 per square foot	
7	Failure to keep the corridors clean	Rs10 per square foot	
8	Failure to keep the horticulture in shape	Rs 10 per square foot	
9	Any act of indiscipline such as misbehaving, manhandling, theft, tobacco chewing, not wearing total/partial uniform, etc	Rs 2000 per instance.	
10	Any act of gherao, strike or similar other act detrimental to the health of institution	Rs 10,000 per instance.	

1. The deduction of amount will be from Service Provider bill. It is not IMU-KC's responsibility that whether that amount is recovered from outsourced personnel or not by the service provider.
2. If no proof required under this schedule is submitted by the service provider than this will result in automatic deduction of amount from Service Providers bill.
3. Quantum of penalty will be total cost of outsourced personnel including service charge but excluding GST.

Annexure-I

(Technical Bid-Cover 1)

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

Tender for providing 'Campus Maintenance (Housekeeping and Horticulture Services at IMU
- Kolkata Campus'

Ref: IMU-KC's Tender Notification No.IMU/KC/AE(C)/HK/10 dated 25/02/2019

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 providing 'Campus Maintenance (Housekeeping and Horticulture Services at IMU – Kolkata Campus' as detailed below:-

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

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)		
(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
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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 Rs.80 lakh: (Yes / No)	
b)	At least two similar services with a minimum value of Rs. 60 lakh each (Yes / No)	
c)	At least three similar services to the value of Rs. 40 Lakh each (Yes / No)	

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

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

** - May add more rows as required

Note: "Similar Service" means contract for providing 'Campus Maintenance (Housekeeping and Horticulture) with Government / Semi-Government/ Public Sector 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.

3. Minimum Annual turnover

(Rs. In Lakh)

Sl	Eligibility Criteria details	Bidders Confirmation	
(i)	Whether the bidder has a minimum Annual turnover of Rs. 80 lakh 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 /		
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4. Other Eligibility Criteria & Essential requirements and other details :

Sl	Particulars	Bidders Confirmation / Details	Details of Proof enclosed	Page No.
(i)	Whether the Bidder have a valid PAN, AADHAR and GST		Copy of PAN AADHAR and GST	
(ii)	Whether the Bidder has covered their Staff employed under ESI and PF other [YES / NO]			
(iii)	Whether obtained License Under Contract Labour (R&A) Act [YES/NO]			
(iv)	Whether the Bidder has been debarred or blacklisted by any Government department / agency so far on account of fraudulent or corrupt practices or inefficient / ineffective performance [YES/NO]		Declaration to this effect	
(v)	Whether the Bidder has attached EMD for an amount of Rs.2,00,000 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			
(xi)	No of personnel to be engaged (Supervisor)			
(xii)	No of personnel to be engaged (House-keepers)			

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

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

Declaration

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

Date:

Signature with Seal of
Authorized Signatory

Place:

BIDDER MEMORANDUM & UNDERTAKING

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

1. General Description

Tender for Providing "Campus Maintenance (Housekeeping and Horticulture) Services at IMU – Kolkata Campus' at Kolkata. Tender No. IMU/KC/AE(C)/HK/10 dated 25.02.2019

Period of Contract

One year from the date of commencement of work.

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

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

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

- a) to terms and abide and 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.

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

SIGNATURE:

FOR AND ON BEHALF OF:

DATE:

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

To,

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

Sir,

Being duly authorised to represent and act on behalf of hereinafter 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 Campus Maintenance (Housekeeping & Horticulture) Services at Indian Maritime University - Kolkata Campus, Taratala, Kolkata.

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

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

6. If our tender is accepted we understand that we are held fully responsible for the due performance of the contract.
7. We agree to execute all the works referred to in the tender documents 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 'Campus Maintenance (Housekeeping and Horticulture) Services at
IMU – Kolkata Campus'

Tender No.: IMU/KC/AE(C)/HK/10 dated 25/02/2019

Volume. II

PRICE BID

INDIAN MARITIME UNIVERSITY- KOLKATA CAMPUS

Priced Bill of Quantities for providing Campus Maintenance (Housekeeping & Horticulture) Services at Indian Maritime University, Kolkata Campus.

PRICE BID

Providing 'Campus Maintenance(Housekeeping & Horticulture) Services' 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, levies, duties, **Bonus** and service charges etc.

GST is 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.).

Yours faithfully,

Date

Place: Signature with Seal of Authorized Signatory

Notes to Price Bid

1. ***Service Charge to be quoted as a fixed amount area wise and unit wise as mentioned above in financial bid considering 26 days in a month**
2. Service charges so agreed shall cover all liabilities and obligation as per the terms and conditions of contract including (Uniform, Identity Card and other charges like police verification, Medical Examination, etc) and incidental expenditure (including cleaning material & equipment cost as mentioned in clause 4.4 of appendix II on page 31) required for this services and all other liabilities of the service provider including profit margin of the service provider. Special pay for supervisor or such other staff will have to be recovered from service charge. All personnel posted will only be ensured minimum wages as per Central Government wages, to be given by service provider.
3. Total cost of the price bid will be considered for evaluation of L1. **In case of a TIE, other parameters would also be taken into consideration and subject to their fulfilment only, decision with regard to award of the contract would be arrived. The total cost should not exceed more than 10% of the expected cost of the tender. The service provider will have to provide the no. of personnel to be engaged in the technical bid and give the break-up of the total expense at the time of technical bid opening or/and T&C meeting.**
4. In case any additions in areas by IMU-KC, they would be calculated at the existing quoted rates and terms and conditions of the contract. If IMU-KC is scaling down the area, then the total rates would be proportionately reduced applying individual rates applicable for manpower.

5. It is the responsibility of the bidder to ensure all statutory liabilities as per various labour and other legislations. If the bidder has any queries or has different views / interpretations on the various minimum statutory limits which are pre-filled in the above price bid format, then, the bidder should get the point clarified after submitting necessary supporting documents/ rules / notifications. If the pre-filled values has been altered in the price bid, without submitting reasons and supporting documents/ rules/ notifications and before acceptance of the same by IMU-KC, then the bid will be treated as not responsive and hence would be rejected, even it becomes lowest and the work may be awarded to the next lowest responsive bid.

(Area C) - CAMPUS AREA - PRICE BID

S.L.No.	Location (A)	Approx Area (B) (In Sq.ft.)	Actual Area* (C)	Per sq. ft. rate (D)	Total Rate (E)
1.	Swimming Pool -	5,000			
2.	Playground -	50,000			
3.	Total Garden Area -	15,000			
4.	Total Road Area -	50,000			
5.	TOILET AREA				
A.	Admn. Bldg. Toilets (10 nos.)	2500			
B.	OBC Hostel Toilets (11 nos.)	3850			
C.	240 Seater Hostel Toilets (16 nos.)	4800			
D.	Sr. Hostel Toilets (12 nos.)	3600			
E.	Jr. Hostel Toilets (14 nos.)	4200			
F.	Miscellaneous washable area in hostels	500			
6.	COURTYARD/CORRIDOR AREA(ALL FLOORS)				
A.	Admn. Block -	6000			
B.	Sr. Hostel	5500			
C.	Jr. Hostel	6500			
D.	OBC Hostel	6000			
E.	240 Seater Hostel (East & West Wing)	6000			
F.	Gym Area -	2000			
G.	Workshop -	20,000			
7.	VATs				
8.	Total of column(E)= Σ(Column E) (will be considered for evaluation of L1 for Campus area)				
9.	GST				
10.	Grand Total				

*Please refer point 6.2 of page no. 08 about actual area.

Amount in words (as mentioned in Row 8) =
(Consider for evaluation of L1)

Area R - RESIDENTIAL AREA - PRICE BID

S.L. No.	Location (A)	Approx Area (B)	Actual Area* (C)	Per sq. ft. rate (D)	Total Rate (E)
01	Pond Area + Mosque -	15000			
02	A - type Quarter Area -	10,000			
03	B - type Quarter Area -	12,000			
04	C - type Quarter Area -	15,000			
05	E - type Quarter Area -	20,000			
06	Service Road Area -	28,000			
07	Total of column(E)= (Column E) (will be considered for evaluation of L1 for Residential area)				
08	GST				
09	Grand Total				

Amount in words (as mentioned in Row 7) =
(Consider for evaluation of L1)