

**TENDER FOR PROVIDING SECURITY SERVICES
AT INDIAN MARITIME UNIVERSITY-MUMBAI CAMPUS**



**TENDER No: IMU/2016/0003
Issue Date: 16th September,2016**

Issued To,

Cost of Tender Form /Document	Rs.500/- (Rupees Five Hundred only) per tender should be drawn in the form of Demand Draft / Pay Order in favour of "IMU, Mumbai Campus" payable at Mumbai or Navi Mumbai
Issue of Tender Document	1000 Hrs 20/09/2016 to 1100 Hrs 14/10/2016
Last Date/Time of submission of the Tender	1430 hrs on 14/10/2016
Date and Time of opening of the Technical Bids	1100 Hrs on 17/10/2016 , IMU Mumbai Campus
Date and Time of opening of the Financial Bids	1100 Hrs on 24/10/2016 , IMU Mumbai Campus

All bidders are requested to visit IMU Mumbai Campus website: www.imumumbai.com for regular updates.

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INSTRUCTIONS TO THE BIDDERS

1. General Information:

- i. Tenders are invited by the Deputy Registrar (Admin.), IMU, Mumbai Campus, Karave, Nerul, Navi Mumbai- 400706 for and on behalf of IMU for PROVIDING SECURITY SERVICES as per attached **Annexure A** in the technical bid of tender documents.
- ii. Tender documents consisting of Technical & Financial Bids shall be submitted by the bidders in two separate sealed envelopes, Cover –I named ‘TECHNICAL BID IMU/2016/0003.’ and Cover –II named ‘FINANCIAL BID IMU/2016/0003’, latest by 1430 hrs on **14/10/2016** and . Both the above said Sealed Covers i.e. Cover –I & Cover –II be then put in another separate big cover (Cover–III) and properly wax sealed.
- iii. Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
- iv. Sealed bids should be dropped in the Tender Box at First Floor, Administrative Building, IMU Mumbai Campus, Nerul, Navi Mumbai or sent by registered post in the address mentioned for communication below and to reach this office by due date and time. Late tenders will not be accepted in any circumstances and no responsibility will be taken for any postal delay or non-receipt/non-delivery of the bid documents.
- v. A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by this office prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.
- vi. The technical bids of the tender shall be opened by a committee nominated by the Director, IMU, Mumbai Campus in the presence of the authorised representatives of the bidders, if present, at 1100 Hrs on **17/10/2016** in the office of the Deputy Registrar (Admin), IMU Mumbai Campus.
- vii. The technical bids, which do not contain full information and documents called for, shall be rejected. The financial bids of only those bidders shall be opened, whose technical bids pass scrutiny. The technical specifications mentioned here are minimum specification and bids with higher specifications are also admissible.
- viii. The financial bids of the tender shall be opened by a committee nominated by the Director, IMU, Mumbai Campus in the presence of the authorized representatives of the bidders, if present, at 1100 Hrs on **24/10/2016** in the office of the Deputy Registrar (Admin.), IMU, Mumbai Campus.
- ix. The bidders shall submit all details, documents etc. as required in the tender document duly signed on each page. In case bidder fails to do so, IMU, Mumbai Campus reserves the right to reject the tender without seeking any further clarification. All the pages should be serially numbered. The total number of pages should be mentioned in the forwarding letter.

x. The bidder shall submit the copy of the tender document and addenda thereto, if any, with each page signed and stamped to confirm the acceptance of the entire terms and Conditions of the tender.

xi. All communications with regard to this tender to be addressed to

**The Deputy Registrar,
Indian Maritime University
Mumbai Campus,
Karave, Nerul,
Navi Mumbai - 400706
[Tel:022-27706809](tel:022-27706809) Fax:022-27716805
Email: dradmin.mumbai@imu.ac.in**

xii. IMU, Mumbai Campus at its sole discretion reserves the right to extend last date of submission of tender and the same shall be updated in IMU Mumbai Campus website and all bidders are requested to visit the website for latest updates.

xiii. IMU, Mumbai Campus reserves the right to annul the bidding process at any time without any liability for such annulment, without assigning any reason there to.

xiv. IMU, Mumbai Campus reserves the right to invite revised tenders with or without amendment at any stage without any liability for such invitation and without assigning any reason thereof.

xv. IMU, Mumbai Campus shall notify the successful bidder through Registered letter/ speed post / fax / e-mail or in person confirming that their offer has been accepted. IMU Mumbai Campus will issue the Award letter to the successful bidder. This PO shall indicate the details of services be supplied by the bidder and the amount which IMU, Mumbai Campus shall pay to the successful bidder in consideration of the execution of the contract by them.

xvi. The cover letter placed at **Annexure B** is to submitted alongwith tender document.

xvii. Upon receipt of the Purchase Order by the Contractor, he shall prepare two sets of the Agreement as per **Annexure – ‘L’** of the tender documents at the earliest without any delay and complete all the formalities and submit the same to IMU, Mumbai Campus duly executed on stamp paper for value of Rs.200/- (Rupees Two Hundred only) within 07 days from the date of receipt of Purchase Order. The agreement should be submitted by the contractor along with the required security deposit. One set of the agreement will be returned to the Contractor after the signature of authorized signatory of IMU Mumbai Campus.

xviii. Quoted rates must be valid for 1 year from the date of closing of tender.

xix. The contract will be initially for a period of one year, extendable by another one year subject to the satisfactory performance of the Security Agency and at the sole discretion of IMU Mumbai Campus.

- xx. If successful bidder fails to enter into contract within 7 days, the next successful bidder will be called.
- xxi. Successful bidder will nominate a Officer/Manager as single point of contact to IMU Mumbai Campus to promptly address the issues raised by the Campus.
- xxii. The bidder is advised to visit the site and surroundings where the security services are to be provided and acquaint himself with the operational system and understand the information that may be required for the preparation of the tender and for entering into contract for providing security service. The costs of visiting the site shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the site and is aware of operational conditions prior to the submission of the tender documents. Permission, if required, to visit the site will be given during the tender period on application to:
- DEPUTY REGISTRAR
Indian Maritime University
Mumbai Campus
Karave, Nerul, Navi Mumbai - 400706
Tel : 022-27706809
- xxiii. 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.mumbai@imu.ac.in. IMU Mumbai Campus will respond to any request for clarification, received one week prior to the deadline for submission of tenders.
- xxiv. At any time prior to the deadline for submission of tenders, IMU Mumbai Campus may, for any reason, suo motu or in response to a clarification by a prospective bidder, modify the tender documents by issuing amendments (addenda/ corrigenda etc.)
- xxv. Any amendment thus issued will be hosted on the website upto Two days prior to the last date i.e 14th October 2016 as specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendments(s) have been issued by IMU –Mumbai Campus, 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. No separate notice/ intimation of amendments will be sent to those who have downloaded the document from the web or bought tender documents from IMU Mumbai Campus prior to the date of amendments.
- xxvi. Tenders shall remain valid for 120 days from the last date for submission of tender i.e 14th October, 2016.
- xxvii. Tender opening, Bidder Participation, stages of Evaluation (Technical and Financial)
- a) Tenders will be opened at the Deputy Registrar's office, IMU Mumbai Campus, Karave, Nerul, Navi Mumbai, at 11.00 hours on 17.10.2016. Any bidder who are willing to observe the tender opening, may, in person or through his authorized representative, be present at the venue and witness the tender opening. **In case of authorized representative**, bidder should send a letter of authorization containing the specimen signature of their representative who is deputed to be present at the time of opening of tenders. **Representatives without the letter of authorization** will not be permitted to witness the opening of the tender. The

maximum number of representatives that a bidder can depute to witness the opening of the tender will be limited to one.

- b) The bidder or his authorized representative who are present shall sign a register evidencing their attendance. In the event of the specified date of tender opening being declared as a holiday for the IMU-Mumbai Campus, the tender shall be opened at the specified time on the next working day.
- c) The information furnished by the bidder in Cover - I in the prescribed format supplied by the IMU-Mumbai Campus will form the basis for the evaluation. In exceptional cases IMU-Mumbai Campus or his representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IMU-Mumbai Campus, information and documents supplied in support of the tender do not indicate meeting the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU-Mumbai Campus.
- d) After satisfying that all / or some of the bidder have attained the minimum qualifying criteria as detailed above, only technically qualified bidders will be kept and sealed in a separate cover. 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 present. The procedures and number of participants etc., for opening Cover - II will be the same as the procedures outlined in Clause (a) & (b).
- e) After evaluating the price bids received under Cover II, the bidder who quoted the lowest (L-1) Price will be awarded the work. In case the financial bid of more than one agency is same as L-1, then IMU- Mumbai Campus 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 bidders who score highest marks, among the L-1 bidders.
The contract period shall be deemed to have been commenced from the date on which the contractor takes over the site based on Instruction from IMU-Mumbai Campus to commence or the 10th day of instruction by IMU-Mumbai Campus to start the work whichever is earlier. IMU-Mumbai Campus is likely to instruct to commence the Work from 1st December 2016. The period of contract is 12 Months from that date of commencement.
- f) All the pages of document should be arranged and numbered properly.

2. Deposits , Guarantee and damages

The estimated value of Contract is Rs.80 lakhs

i. Earnest Money Deposit (E.M.D)

Earnest Money Deposit (E.M.D): Rs.1,60,000/- (Rupees One Lakh and Sixty Thousand Only) by way of D.D./P.O in favour of **IMU, Mumbai Campus payable at Mumbai or Navi Mumbai** to be submitted to Dy. Registrar (Administration), IMU, Mumbai Campus along

with Technical Bid.

The bids of the bidder, who fail to submit E.M.D, shall be summarily rejected.

The EMD of the bidders, who are not qualified under the technical bid, shall be returned after finalisation of tender.

The EMD will be forfeited in the following cases :-

- a) In case the bidder withdraws his tender once submitted.
- b) If the successful bidder fails to enter into a contract/agreement within 07 (seven) days from the date of receipt of Purchase Order.

No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.

ii. Security Deposit:

The successful bidder shall, within 07 days from the date of receipt of award letter, deposit with IMU Mumbai Campus a sum equal to 5 % of the value of the accepted tender, in the form of Demand Draft / Bank Guarantee from any Nationalized bank/Scheduled bank, failing which IMU-Mumbai Campus may at its discretion cancel the award letter and forfeit the earnest money deposit furnished along with the tender.

The security deposit amount of 5 % of the contract value so deposited, will be refunded within 30 (thirty) days from the date of complete of contract as per tender document.

In case security deposit amount fall short on subsequent order, the bidder must deposit the differential amount of Security deposit within 10 days of subsequent order. Security Money will not carry any interest.

iii Cancellation of order/forfeiture of Security Deposit, Risk purchase clause:

In the event of failure to deploy the Security Personnel within the stipulated date/period in accordance with the specification, IMU-Mumbai Campus reserves its right:-

- To cancel the order
- To forfeit the security deposit
- To deploy Security Services from next bidders at the vendors risk, responsibility and cost. Any extra cost incurred in the procurement of the material from the alternative source will be recovered from Security Deposit/Bank Guarantee as referred to earlier and if the value of the materials under risk purchase exceeds, the amount of Security Deposit/Bank Guarantee, same may be recovered, if necessary, by due legal process.

iv Time Period

Within 10 calendar days from the date of receipt of Purchase Order, the Contractor shall deploy Security Personnel as specified in the tender documents.

v Settlement of Disputes:

The Bidder shall make request in writing to the Director, IMU, Mumbai Campus for settlement of any dispute within 30 (thirty) days of arising of the cause of dispute, failing which no disputes/claims shall be entertained by the IMU, Mumbai Campus. The decision of the Director, IMU Mumbai Campus will be final and binding on the parties.

Jurisdiction: The Court of Mumbai in the State of Maharashtra only will have the jurisdiction to deal with and decide any legal matters or disputes what-so-ever arising out of this contract.

vi Payment Terms:

100% payment on submission of bills/ invoice and acquaintance role duly signed and verified by IMU. The biometric attendance report is mandatory to be submitted.

vii Advance Payments

Not Applicable

PRE-QUALIFICATION CRITERIA

1. The bidder should not have been blacklisted by the department / Ministries of the Government of India / PSUs / corporate Sectors / Educational Institutions / any other reputed organizations. **(Notarized Affidavit has to be submitted by the bidder)**
2. The bidder should submit copy of valid Trade License, PAN and Sales Tax / VAT Registration No. with the Technical bid of Tender documents.
3. The bidder should submit the Income Tax return for last three previous years ending 31st March 2015 with the Technical bid of Tender documents.
4. The bidder should submit one of the following:-
 - i. Proof of Registration of the bidder under relevant law such as Companies Act, and /or Shop & Establishment Act.
 - ii. For Partnerships firms, full name and address of each partner along with the certified copy of the registered partnership deed, copy of Trade License.
 - iii. For proprietorship firms, full name and address of proprietor along with the copy of trade license.
5. The bidder must have an annual turnover of minimum INR 1,00,00,000/- (Rupees One Crore only), during the last preceding three years. The details to be furnished by the bidder in the technical bid giving the audited profit & loss account and balance sheet for last three years ending 31st March 2015. It should be duly attested by the bidder's Chartered Accountant.

6. The Bidder should have successfully implemented during 2012-13, 2013-14 and 2014-15 each, similar orders of value of 80% contract value for single work and 60% contract value for two works and 40% contract value for three similar works.

[*Mode of proof:* Copy of Purchase Order/Contract for providing ‘Award of Work’. Copy of Completion Certificate/Final Invoice/Letter indicating return of Security Deposit for providing satisfactory ‘Completion of Work’. Should be furnished for each of the 2 Projects.

7. PSRA Number Registration is MUST (Company registered with Police) PSRA 2005.

SCOPE OF WORK

The Scope of work is to provide security services at IMU Mumbai Campus at below addresses:

- Indian Maritime University, Mumbai Campus, Karave, Nerul, Navi Mumbai 400 706
- Indian Maritime University, Mumbai Campus, Hay Bunder Block (LBS) Mumbai- 400033.
- Indian Maritime University, Mumbai Campus, Hay Bunder Block (MERI) Mumbai- 400033.

SECURITY PERSONNEL REQUIRED (APPROXIMATELY)

Sl. No.	Security Personnel	Requirement
1	Security Officer	01
2	Assistant Security Officer	02
3	Security Guards	51

- Note
- SO should be retired Army Subedar or equivalent
 - ASO should be retired Army Havildar or equivalent
 - The above requirements are as per the present requirements and IMU reserve the right to increase or decrease the number of Security Guards to be deployed at the same rates, depending upon the actual requirement.

The details of personnel proposed to be deployed to be provided in the format given below:

Sr. No.	Name	Post	Aadhar card No.	Age	Address

General description of Service and other conditions / Responsibilities of Security Firm

2.1 General: Shift, Fitness, Uniform, Attendance, Amenities, Bio-data & Antecedents:

- 2.1.1 The security personnel should be deployed in shifts as per requirement.
- 2.1.2 All personnel should be sincere, physically fit, active and energetic and aged between 20-55 years. No Minor should be engaged. The age limit of SO is upto 60 yrs.
- 2.1.3 The security personnel should be provided with Uniform, Torch light, Lathi, Shoes, Whistle, I-Card etc. by the contractor at his cost. Penalty may be imposed by IMU-Mumbai Campus for personnel who are not in possession of these above. One bicycle etc each campus to be provided for patrolling.
- 2.1.4 Attendance of personnel will be maintained using the Biometric system installed at IMU-Mumbai Campus. The cost for installation and maintenance to be borne by the Contractor.
- 2.1.5 Food, Accommodation arrangements for the personnel will not be provided by IMU-Mumbai Campus and hence shall have to be arranged by the contractor.
- 2.1.6 The contractor should furnish to the IMU-Mumbai Campus the bio-data of the personnel posted in the IMU-Mumbai Campus before posting at campus and any changes thereof within 24-hours of the same. IMU-Mumbai Campus reserves the right to reject any person posted in IMU-Mumbai Campus without assigning any reason.
- 2.1.7 The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the IMU-Mumbai Campus.

2.2 Statutory / Labour Legislations / Labour welfare Obligations:

- 2.2.1 The Contractor shall be responsible for any accident, damage or injury caused to any of his employees or property or any person or property in course of the Service and death while on service and shall not hold the IMU-Mumbai Campus responsible in respect of any claim made by any person for any reason whatsoever. The contractor shall be solely responsible for reporting to IMU-Mumbai Campus and concerned authorities immediately of any serious or fatal accident.
- 2.2.2 The security personnel provided shall be the employees of the Contractor and all statutory liabilities such as ESI, PF, Workmen's Compensation Act, etc. will be paid by the contractor.
- 2.2.3 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 contractor for service to IMU-Mumbai

Campus, are the responsibility of the contractor.

2.2.4 It will be the responsibility of the contractor to provide details of manpower deployed by him, in IMU-Mumbai Campus, to the Labour department.

2.2.5 IMU-Mumbai Campus shall not bear any damage / claim of any nature of the security personnel in discharge of duties. The Security Service Provider, also called as “Contractor”, shall indemnify IMU- Mumbai for any loss suffered by IMU-Mumbai Campus in this regard.

2.2.6 The wages (per month) quoted by the bidder should not be less than Minimum Wages for Zone ‘A’ as prescribed by Ministry of Labor, Employment, Govt. Of India, as applicable as on the date of Issue of this Tender. ESI, PF, Bonus should not be less than the statutory provisions / Act by the Central Government. If the amount/rates quoted are less than the prescribed minimum as stated above, then the bid will be disqualified and rejected. If there is revision in the Minimum Wages prescribed by Central Government under Minimum Wages Act, during the currency of the contract, then:

- (i) If the revised minimum wages rates are less than the quoted rates, then rates quoted by the bidder will not be enhanced.
- (ii) If the revised minimum wages rates are more than the rates quoted by the bidder, then revised minimum wages rates will be considered for reimbursement.

2.2.7 As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number UAN 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-Mumbai Campus works, is required to be submitted to the IMU-Mumbai Campus. In any eventuality, if the contractor failed to remit employee/employer’s contribution towards PF subscription etc. within the stipulated time IMU-Mumbai Campus is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.

2.2.8. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This may be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), which may be countersigned by the concerned official of IMU-Mumbai Campus, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

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

2.3. Duties:

2.3.1 Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility given to them by the IMU-

Mumbai Campus and shall not knowingly lend to any person or company any of the effects of IMU-Mumbai Campus under its control.

2.3.2 The contractor shall do and perform all such Security services, acts, matters and things concerned with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the IMU-Mumbai Campus may issue from time to time.

2.3.3. The contractor shall be responsible to maintain all property and equipment of IMU-Mumbai Campus entrusted to it.

2.3.4 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with IMU- Mumbai Campus as and when required by IMU-Mumbai Campus

2.3.5 Security Personal posted at all the posts shall maintain the necessary registers prescribed in this tender document elsewhere.

2.3.6 No stranger or outsider should be allowed inside the campus without the permission of a responsible officer inside the campus.

2.3.7 The contractor is responsible for the security of people, equipment, vehicles, infrastructure/assets, the entire campus and its access etc. IMU-Mumbai Campus shall not bear any damage / claim of any nature caused out of the failure / negligence of the security personnel in discharge of their duties. The Contractor shall indemnify IMU-Mumbai Campus for any loss suffered by IMU-Mumbai Campus in this regard.

2.3.8 The Security personnel should be available at the assigned post(s) all the time. Responsibility for providing necessary relievers if necessary vests with the contractor.

2.3.9 The security staff shall not accept any gratitude or reward in any shape.

2.3.10 To liaise with local police and escalate/lodge FIR as and when required in consultation with IMU authorities.

2.3.11 To liaise with local village bodies (as applicable) for any matter related to security in consultation with IMU authorities.

2.3.12 Any change in place of existing security personnel is to be intimated in advance minimum 15 days to the IMU Mumbai Campus Officials.

2.3.13. There should be no strikes, agitations and demonstrations by the Security Personnel of the Contractor in the Campus. Such actions are strictly not acceptable.

2.3.14 The Security Guards and Officers are required to assist wardens, instructors in day to day work in addition to their duties.

2.4. PAYMENT OF SALARY

2.4.1 Payment of salary bills will be made to the contractor on a monthly basis based on actual services rendered in the previous month. No Advance Payment will be made. The contractor has to submit invoices/bills before 20th of the next month for the services rendered

in the preceding month along with ESI/PF/Service Tax challans, as applicable, pertaining to that month. IMU- Mumbai Campus would make the payment within 10 days of submission of bills with all the supporting documents and submission of necessary clarification, if there were any queries communicated by IMU-Mumbai Campus, to the satisfaction of IMU-Mumbai Campus. No Interest is payable by IMU- Mumbai Campus in case of any unavoidable delay in settling the bills, though IMU- Mumbai Campus would endeavour to settle within 10 days. No other claim on whatever account shall be entertained by IMU-Mumbai Campus. TDS at the rates applicable shall be deducted U/S194 (c) of Income Tax Act 1961 on the whole amount.

2.4.2 The bidder may be asked by IMU-Mumbai Campus to submit the proof of remittance for his employee towards the payment of statutory norms as applicable to IMU-Mumbai Campus. If the bidder fails to submit the proof of remittance the payment towards the service will be stopped until the contractor submit required documents.

2.5. Penalty

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

2.5.2 In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, 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 shall be removed from IMU- Mumbai Campus system immediately.

2.5.3 In case the contractor 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-Mumbai Campus reserves the right to impose the penalty as detailed below:-

i) 20% of cost of order/agreement per week, up to four weeks of delay.

ii) After four weeks delay, IMU-Mumbai Campus reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s). The difference if any may be recovered from the defaulted contractor and also the defaulting contractor 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.

2.5.4 The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasions and habitual offenders in this regard shall be removed from the Campus. The penalty on this account shall be deducted from the Contractor's bills.

2.5.5 The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Officer /Staff/Students etc. and should project an image of utmost discipline. IMU- Mumbai Campus shall have the right to have any security guard removed in case of tenable complaints from Officer /Staff/ Students or as decided

by representative of IMU-Mumbai Campus if the person is not performing the job satisfactorily or is considered to be undesirable or for any other reason deemed fit by IMU- Mumbai Campus. The contractor shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by IMU-Mumbai Campus, failing 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-Mumbai Campus will be imposed.

2.5.6 That in the event of any loss, theft or robbery inside the campus or damage, as a result of any lapse on the part of the contractor or its security personnel deployed in IMU-Mumbai Campus, which would be established after an enquiry conducted by IMU- Mumbai Campus, the said loss can be claimed from the contractor up to the value of the loss. The decision of the IMU-Mumbai Campus will be final and binding on the agency.

2.5.7 In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited to IMU-Mumbai Campus besides annulment of the contract. If any of the above condition is violated, IMU has the right to impose any penalty as decided by the IMU-Mumbai Campus administration.

2.5.8 Security personnel found smoking/drunk or sleeping on duty to be removed by the Contractor and no payment will be made for the said personnel for the month.

2.5.9 The contractor shall ensure that its personnel shall not at any time, without the consent of IMU-Mumbai Campus in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by IMU and shall not disclose to any information about the affairs of IMU-Mumbai Campus. This clause does not apply to the information, which becomes public knowledge

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

2.6. Termination:

The contract may be terminated with a 15 days' notice, before the expiry of contract period owing to deficiency in service or any other reason whatsoever. Security agency to give 90 days' notice in case he wants to withdraw, failing which SD, EMD, Retention money and pending bills will be forfeited.

4. DUTIES AND RESPONSIBILITIES OF SECURITY PERSONNEL

4.1 DUTIES OF SECURITY PERSONNEL IN IMU MUMBAI CAMPUS PALM BEACH BLOCK AND HAY BUNDER BLOCK.

The Security Personnel (SO/ASO/SG) posted in IMU-Mumbai Campus by the Security Service Provider shall be responsible for the following:

4.1.1 Maintain security personnel attendance register and key register. The attendance of the Security Personnel will also be maintained in the Biometric Attendance System.

4.1.2 Report irregular events at the campus in 'Occurrence Report' shift wise and submit details to

IMU-Mumbai Campus officials.

4.1.3 Switch on lightings installed at Administrative/Academic/Residential Buildings at IMU-Mumbai Campus at onset of darkness and Switching off all the lighting source/electrical equipments when not in use. Switch off UPS in classrooms/mess/cafeteria when not in use.

4.1.4 Check persons going IN and OUT of the IMU Mumbai Campus(Administrative/Academic/Residential Buildings) and register should be maintained at the entry of the persons with timing and the purpose of entry along with name of the official who authorizes such entry of persons/materials/tools should be recorded. This registrar will be subject to periodical verification by IMU- Mumbai Campus. To check shore leave passes of cadets proceeding on shore leave and make necessary entries. Cadets not reporting back on time to be submitted to duty warden.

4.1.5 No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the IMU- Mumbai Campus.

4.1.6 No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Director, IMU –Mumbai Campus for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel. The delivery of items should be done only from main gate.

- a) The fire mockup area should be checked after the drill.
- b) The water level in overhead tank to be checked.

4.1.7 Deployment of Security Guards will be as per the instructions of the authorities of IMU-Mumbai Campus and the same may be monitored personally by the concerned authorities from time to time.

4.1.8 The Guards on duty will also take care of safety/security of vehicles, scooters/motorcycles/bicycles parked in the parking sites located within the premises of the Department. They will also arrange parking proper slots.

4.1.9 The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises. Keep watch on all hostel electrical and plumbing fittings.

4.1.10 It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle/dogs.

4.1.11 The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.

4.1.12 In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards/Supervisors should be sensitized for their role in such situations.

4.1.13 The Security Guard on duty shall not leave the premises until his reliever reports for duty.

4.1.14 Any other provisions as advised by the Campus may be incorporated in the

agreement. The same shall also be binding on the contractor.

4.1.15 To put on all outdoor lights and street lights at Administrative Block/Academic/Residential Buildings at IMU-Mumbai Campus at onset of darkness. Put off all outdoor lights and street lights at the onset of day light.

4.1.16 Night, third shift patrol guard whistle shall be sounded while patrolling.

4.1.17 To put on all outdoor lights and garden lights at the above location at onset of darkness. Put off the same at the onset of day light.

4.1.18 Make Entries in the General Diary for every inspection.

4.1.19 In and Out Register should be maintained for the visitors and vehicles.

4.1.20 Instructions from the Director , from time to time, to the Security personnel should be adhered to strictly.

Annexure – B

ANNEXURE –B COVER LETTER FORMAT (In letter head)

TENDERERS PARTICULARS FOR TENDER NO:

The Director
Indian Maritime University, Mumbai Campus,
Nerul, Mumbai.

Sir,

Being duly authorized to represent and act on behalf of _____ hereinafter called “The Tenderer” and having visited the site and examined the Scope of work, Conditions of Contract, Specifications, Schedules and Bill of Quantities for the work of “**TENDER FOR PROVIDING SECURITY SERVICES AT INDIAN MARITIME UNIVERSITY-MUMBAI CAMPUS, KARAVE, NERUL, NAVI MUMBAI – 400706**”

I/ we here by submit my/our offer as follows:

- b) Technical Bid– Annexure C (in separate sealed cover along with EMD of Rs. 1,60,000/- & other documents) (Cover I)

- (b) Financial Bid–Annexure D (in separate sealed cover) (Cover II)

2. The two sealed covers containing technical bids and financial bids referred to above have been put in main cover (Cover III) as required.

3. I here by undertake to abide by various terms and conditions contained in

your **TENDER No: IMU/2016/0003** (Copy, duly signed, enclosed).

We understand that IMU Mumbai Campus reserves the right to,

- a) Amend the scope of tender
 - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
 - c) We agree that the IMU Mumbai Campus will not be liable for any such action and will be under no obligation to inform the Tenderer of the grounds for such action.
 - d) I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.
4. I also express my willingness to sign the contract incorporating the Standard terms and special conditions of the contract as contained in the Tender.

Yours Sincerely

(Signature of the Owner/ Bidder/ Authorized signatory and please indicate capacity which signed Viz. on own behalf or as Power of Attorney or Authorized signatory of the owner. Please also include the contact No. and address in the Place)

Note:-Please put this offer letter in Cover I (containing Technical Bid) along with other required documents.

ANNEXURE – C FORMAT FOR TECHNICAL BID AND TECHNICAL COMPLIANCE SHEET**TECHNICAL BID FOR TENDER FOR PROVIDING SECURITY SERVICES AT INDIAN MARITIME UNIVERSITY- MUMBAI CAMPUS**

The Technical Bid should consist of the documents duly filled in the sequence given below: (Bidder to write Yes/No in column below)

Sl.No.	Description	Yes /No
1.	Covering letter as per Annexure – B	
2.	Index page giving details of contents and page numbers	
3.	Eligibility Criteria evaluation (Along with all documents in serial order) Annexure- E	
4.	Declaration regarding Blacklisting/Debarring Annexure –F	
5.	Details regarding similar Orders Annexure- G	
6.	Details regarding Annual Turnover Annexure- H	
7.	Blank tender document signed & stamped on each page.	

Annexure E

ANNEXURE – E FORMAT FOR ELIGIBILITY CRITERIA EVALUATION (To be filled by bidder)

No	Criteria	Complied (Y/N) If No give Reasons for Non-Compliance	Supporting Documents Required
1	The tenderer shall not have been blacklisted by the department / Ministries of the Government of India / PSUs / corporate Sectors / Educational Institutions / any other reputed organizations. (Notarized Affidavit has to be submitted by the bidder)		
2	The bidder should submit copy of valid Trade License, PAN and Sales Tax / VAT Registration No. with the Technical Bid.		
3	The bidder should submit the Income Tax return for last three previous years ending 31 st March 2015 with the Technical bid of Tender documents.		
4	The bidder should submit one of the following:- i)Proof of Registration of the bidder under relevant law such as Companies Act, and /or Shop & Establishment Act. ii)For Partnerships firms, full name and address of each partner along with the certified copy of the registered partnership deed, copy of Trade License. iii)For proprietorship firms, full name and address of proprietor along with the copy of trade license.		
5	The bidder must have an annual turnover of minimum Rs. 1,00,00,000/-(Rupees One Crore only), during the last preceding three years. The details be furnished by the bidder in the technical bid giving the audited profit & loss account and balance sheet for last three years ending 31 st March 2015. It should be duly attested by the bidder's Chartered Accountant.		
7	The Bidder should have successfully implemented during 2012-13, 2013-14 and 2014-15 each, similar orders of value of 80% contract value for single work and 60% contract value for two works and 40% contract value for three similar works. [Mode of proof: Copy of Purchase Order/Contract for providing 'Award of Work'. Copy of Completion Certificate'/Final Invoice/Letter indicating return of Security Deposit for providing satisfactory 'Completion		

	of Work'. Should be furnished for each of the 2 Projects.		
8	Earnest Money Deposit (E.M.D): Rs.1,60,000/- (Rupees One lakh and sixty thousand Only) by way of D.D./P.O in favour of IMU, Mumbai Campus payable at Mumbai or Navi Mumbai to be submitted to Dy. Registrar (Administration), IMU, Mumbai Campus along with Technical Bid		

The bids are liable to be rejected in case of failure to comply with any of the above requirements.

Name

Signature

Seal

ANNEXURE - F Declaration regarding Blacklisting/Debarring

(On company letter head)

Ref. No. Date:

To
The Director,
Indian Maritime University, Mumbai Campus

Sub.: Declaration regarding Blacklisting/Debarring for taking part in tender.

Dear Sir,

I / We _____ Firm/Contractor/Manufacturer / Partner(s)/ Authorized Distributor /agent of M/s. _____ hereby declare that the firm/company namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Firm/Contractor/Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. _____ hereby declare that the Firm/company namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

2. In case the above information found false I/we are fully aware that the tender/ contract will be rejected/cancelled by the Indian Maritime University, Mumbai Campus , and EMD/ Performance Security shall be forfeited.

3. In addition to the above, Indian Maritime University, Mumbai Campus shall not be responsible to pay the bills for any completed / partially completed work.

[Name & Signature] for and on behalf of M/s. _____

Note: This letter of shall be on the letterhead of the company and shall be signed by a person competent and having the power of attorney to bind the company/firm.

Annexure -H

ANNEXURE - H DETAILS REGARDING ANNUAL TURNOVER

ANNUAL TURNOVER

Sl. No.	Financial Year	Annual Turnover In Rupees Lakhs
1	2012-2013	
2	2013-2014	
3	2014-2015	

Copies of the Audited Balance Sheet and Profit and Loss Account for the last three Financial Years 2012-13, 2013-14 and 2014-15 should be attached

Place:

Date : **Signature of the Tenderer with seal**

ANNEXURE – L FORMAT OF AGREEMENT

FORMAT OF AGREEMENT

(To be submitted on stamp paper of Rs.200/-)

IT IS THIS _____ day of _____ 2015 MUTUALLY AGREED between the IMU, Mumbai Campus, hereinafter referred to as “the Employer” (which expression shall mean and include their assigns and successors) on the one part AND M/s a company/incorporated under the companies Act, 1956..... having its Registered office at herein after referred to as “the

Contractor” (which expression shall mean and include their permitted assigns and successors) on the other part: WHEREAS the Employer is desirous that certain Goods and Services should be provided and certain Works be executed as per tender documents hereinafter called „The Works” and has accepted a Tender by the Contractor for the execution, completion and guarantee of such works.

NOW THIS AGREEMENT WITNESSES as follows:-

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,
 - a) Technical and Financial bids
 - b) Instructions to the Bidders
 - c) Terms and Conditions of contract
 - d) The work specified in the tender documents
 - e) The Annexures`
 - f) The Purchase Order
 - g) Bank Guarantee

2. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and guarantee the Works in conformity in all respects with the provisions of the contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and guarantee of the works the contract price at the times and in the manner prescribed by the Contract.

4. The contract shall be governed by all the conditions as described in the terms and conditions of contract, work mentioned in the tender documents and any other conditions given in the tender

documents.

4. This agreement shall be governed by the laws of India and shall be subject to the Jurisdiction of the Courts in Mumbai.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED AND DELIVERED

On behalf of the Contractor

On behalf of Employer

Signature

Signature

Name

Name

Address

Address

Official Seal

Official Seal

Place

Place

Date

Date

On behalf of the Contractor

On behalf of the Employer

Witness:

Witness:

i) Signature

i) Signature

Name:

Name:

Address:

Address:

Place

Place

Date

Date

ii) Signature

ii) Signature

Name:

Name:

Address

Address

Place

Place

Date

Date

Annexure D PRICE BID

INDIAN MARITIME UNIVERSITY

MUMBAI CAMPUS

KARAVE, NERUL, NAVI MUMBAI - 400706

TENDER FOR PROVIDING SECURITY SERVICE AT IMU – MUMBAI CAMPUS,
KARAVE, NERUL, NAVI MUMBAI - 400706

Providing round the clock security services by deploying Security Guards in 08-hours shifts as per the schedule mentioned in Section III of , Volume I of the tender document and complying with all the conditions stipulated including fulfilling all requirements. The rate should be inclusive of Reliever charges and all taxes *(except service tax), levies, duties , Bonus and service charges etc.

** (Service Tax is exempted and not applicable for IMU-
Campus, hence Service Tax
should not be included for the calculation vide Govt of India GSR .467(E)
Dated 20th June 2012.)

Mumbai

Sr. No.	Description	Security Guards at Main Campus	Assistant Security Officer	Security Officer
1.	Wages (Basics+VDA) Per head-per month**			
2.	P.F. @13.36% of serial number 1 – per month##per month			
3	E.S.I @ 4.75% of serial number 1 – per month##per month			
4	Bonus per month @8.33% of Rs.7000(i.e. min. limit) per head			

5	Statutory allowances if any per month			
6.	SUBTOTAL (1+2+3+4+5)			
7.	Relieving charges(min. 1/6 th of Sr.no.6)			
8.	Total Cost per head (6+7)			
9.	Service charges per Head			
10.	TOTAL (8+9)			
11.	No of Security Personnel			
12.	Total cost for all security guards (10 X 11)			

Yours faithfully,

Date

Place: Signature with Seal of Authorized Signatory

Note:

- (1) ** The wages (per month) quoted by the bidder should not be less than Minimum Wages ([Basic + VDA] per day x 26 days) for Zone 'A' for Watch and Ward without Arms as prescribed by as per the Orders of Office of Chief Labour commissioner (C), Ministry of Labour and Employment, Govt. Of India, as applicable as on the last date of submission of Tender.
- (2) ## ESI, PF, Bonus should not be less than the statutory provisions / Act by the Central Government. If the amount/rates quoted are less than the prescribed minimum as stated above, then the bid will be disqualified and rejected. Bidders may restrict the contribution to the statutory minimum which may have to be clearly stated in the price bid above.
- (3) If there is revision in the Minimum Wages prescribed by Central Government under Minimum Wages Act. During the currency of the contract, then:
 - (i) If the revised minimum wages rates are less than the quoted rates, then rates quoted by the bidder will not be enhanced.
 - (ii) If the revised minimum wages rates are more than the rates quoted by the bidder, then revised minimum wages rates will be considered for reimbursement.

- (4) The initial contract period is for one year and may be extended further by IMU-Mumbai Campus for a period of one more year, at the option of IMU-Mumbai Campus, subject to the satisfactory performance of the contactor at the same rate and terms and conditions of the contract.
- (5) In case any additional security guards required by IMU to be posted in future, they would be posted with the existing quoted rates and terms and conditions of the contract.
- (6) The number of Security Gurards required may increase or decrease as per the requirement of IMU, Mumbai Campus.