

**TENDER FOR OUTSOURCING SERVICES  
AT INDIAN MARITIME UNIVERSITY-MUMBAI PORT CAMPUS**



**TENDER No: IMU/MPC/Outsourcing Services/2017/0001  
Issue Date: 22<sup>nd</sup> January 2018**

Issued To,

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<b>Cost of Tender Form / Document</b>	Rs.1,180/- inclusive of GST @ 18% ) per tender (Rupees One Thousand One Hundred and eighty only) should be drawn in the form of Demand Draft / Pay Order in favour of "Indian Maritime University, Mumbai Port Campus" payable at Mumbai.
<b>Date of Issue of Tender Document</b>	<b>10:00 Hrs on 22<sup>nd</sup> January , 2018</b>
<b>Last Date/Time of submission of the Tender</b>	<b>11:00 Hrs on 12<sup>th</sup> February 2018</b>
<b>Date and Time of opening of the Technical Bids</b>	<b>14:30 Hrs on 12<sup>th</sup> February 2018</b> at IMU- Mumbai Port Campus, Mumbai
<b>Tentative Date and Time of opening of the Financial Bids</b>	<b>11:00 Hrs on 16<sup>th</sup> February, 2018</b> at IMU- Mumbai Port Campus, Mumbai

All bidders are requested to visit IMU Mumbai Port Campus website: [www.imumumbai.com](http://www.imumumbai.com) for regular updates.

## INSTRUCTIONS TO THE BIDDERS

### 1. General Information:

- i. Sealed Tenders are invited by the Director, Indian Maritime University, Mumbai Port Campus, (LBS CAMSAR & MERI), Hay Bunder Road, Mumbai-400033 for and on behalf of Indian Maritime University for **OUTSOURCING SERVICES** as per Scope of work in 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/MPC/Man Power Ten/2017/0001.' and Cover -II named 'FINANCIAL BID IMU/MPC/Man Power Ten/2017/0001' , latest by **11:00 Hrs on 12<sup>th</sup> February, 2018** 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 GST number, Bank address with EFT Account if applicable etc. and complete name, postal & e-mail address of authorised person of their office.
- iv. Sealed bids should be dropped in the Tender Box at Administrative Building, Indian Maritime University, Mumbai Port Campus, (LBS CAMSAR & MERI), Hay Bunder Road, Mumbai- 400033 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 Port Campus in the presence of the authorised representatives of the bidders, if present, at 14:30 Hrs on **12<sup>th</sup> February, 2018** in the office of the Director, IMU-Mumbai Port 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.
- viii. The financial bids of the tender shall be opened by a committee nominated by the Director, Indian Maritime University - Mumbai Port Campus in the

presence of the authorized representatives of the bidders, if present, tentatively on **11:00Hrs on 16<sup>th</sup> February, 2017** in the office of the Director, IMU- Mumbai Port 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 Port Campus reserves the right to reject the tender without seeking any further clarification. All the pages of tender document including the documents enclosed with it should be serially numbered. The total number of pages should be mentioned in the forwarding letter.
- x. The bids of the bidder, who fail to submit cost of Tender document of Rs.1,180/-, shall be summarily rejected and disqualified in Technical Bid.
- xi. 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.
- xii. All communications with regard to this tender to be addressed to

**The Deputy Registrar,  
Indian Maritime University  
Mumbai Port Campus,  
(LBS CAMSAR & MERI),  
Hay Bunder Road,  
Mumbai - 400033  
Tel:022-23747020  
Email: dradmin.mumbaiport@imu.ac.in**

- xiii. IMU, Mumbai Port 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 Port Campus website and all bidders are requested to visit the website for latest updates.
- xiv. IMU-Mumbai Port Campus reserves the right to annul the bidding process at any time without any liability for such annulment, without assigning any reason there to.
- xv. IMU- Mumbai Port 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.
- xvi. IMU-Mumbai Port 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 Port Campus will issue the Award letter to the successful bidder. This award letter shall indicate the

details of services be supplied by the bidder and the amount which IMU- Mumbai Port Campus shall pay to the successful bidder in consideration of the execution of the contract by them.

- xvii. Upon receipt of the Purchase Order by the Contractor, he shall prepare two sets of the Agreement as per **Annexure – 'H'** of the tender documents at the earliest without any delay and complete all the formalities and submit the same to IMU- Mumbai Port 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 Port Campus.
- xviii. Quoted rates must be valid for 1 year from the date of issue of work order.
- xix. The contract will be initially for a period of one year, extendable by another one year, subject to the satisfactory performance of the Outsourcing Agency at the same rate, terms and conditions and at the sole discretion of IMU- Mumbai Port Campus.
- xx. If successful bidder fails to enter into contract within 7 days, the next successful bidder may be awarded the contract as discretion of IMU-MPC.
- xxi. Successful bidder will nominate a Officer/Manager as single point of contact to IMU- Mumbai Port Campus to promptly address the issues raised by the Campus.
- xxii. At any time prior to the deadline for submission of tenders, IMU- Mumbai Port 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.). The bidders should keep on checking from IMU – Mumbai Port Campus website regularly.
- xxiii. The bidder must comply with all the provisions of Rules/Regulations Statutory guidelines applicable to the Outsourcing Staff and shall comply with all necessary registration, licenses, approvals and sanction under the applicable laws.
- xxiv. The bidder must comply with all the requirements of the Statutory Authorities under Contract Labour Act, PF Act, ESI Act, Gratuity, Payment of Bonus Act, Professional Tax etc., including remittance of monthly contributions with authorities concerned in respect of the Outsourcing staff. Proof of remittance of previous months' recoveries (copies of challan) to be attached to every invoice claiming salary for the Outsourcing staff.
- xxv. Any amendment to the tender thus issued will be hosted on the website upto

Two days prior to the last date i.e **12<sup>th</sup>February, 2018** 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 Port 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- Navi 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 **12<sup>th</sup>February 2018**.
- xxvii. Tender opening, Bidder Participation, stages of Evaluation (Technical and Financial)
- a. Tenders will be opened at the Directors office, IMU- Mumbai Port Campus, Hay Bunder Road, Mumbai, at 14:30 Hrs **on 12<sup>th</sup> February 2018**. 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 tender. Representatives without carrying 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 Port 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 Port Campus will form the basis for the evaluation. In exceptional cases IMU-Mumbai Port 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 Port 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 Port Campus.
  - d. After satisfying that all / or some of the bidders have attained the

minimum qualifying criteria as detailed above, only technically qualified bidders will be kept and sealed in a separate cover. 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.
- f. In case the financial bid of more than one agency is same as L-1, then IMU-Mumbai Port 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. In case of ambiguity in finalizing L-1 bidder the decision of the Director, Mumbai Port Campus is final and binding.
- g. 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 Port Campus to commence or the 10th day of instruction by IMU-Mumbai Port Campus to start the work whichever is earlier. IMU-Mumbai Port Campus is likely to instruct to commence the Work from 1<sup>st</sup> March, 2018.

## **2. Earnest Money Deposit (E.M.D)**

Earnest Money Deposit (E.M.D): **Rs. 1,20,000/-** (Rupees One lakh twenty thousand Only) by way of D.D./ P.O in favour of **Indian Maritime University- Mumbai Port Campus** payable at **Mumbai** 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. No interest will be allowed on the Earnest Money Deposit from the date of its receipt until it is refunded.

The EMD will be forfeited in the case the bidder withdraws his tender once submitted after opening tender document or if the successful bidder fails to enter into a contract/agreement within 07 (seven) days from the date of receipt of Purchase Order.

**3. Security Deposit:**

The amount of Security Deposit will be 10% of the tender value. Out of this 10%, the successful bidders shall, within 07 days from the date of receipt of award letter, deposit with Imu Mumbai Port Campus a sum equal to 5% of the value of the accepted tender, in the form of Demand Draft from any Nationalized Bank / Scheduled Bank darawan in favour of IMU-Mumbai Port Campus payable at Mumbai. And the balance 5% shall be deducted from every monthly running Bill, failing which IMU-Port 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.

**4. Cancellation of order/forfeiture of Security Deposit, Risk purchase clause:**

In the event of failure to starts the Outsourcing Services within the stipulated date/period in accordance with the specification, IMU-Mumbai Port Campus reserves its right:-

- To cancel the order.
- To forfeit the security deposit.
- To avail Outsourcing 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.

**5. Time Period**

Within 10 calendar days from the date of receipt of Purchase Order, the Contractor shall start the services as specified in the tender document. The contract period will be for 12 months and which may be extended by another one year, subject to the satisfactory performance of the Outsourcing Agency at the same rate, terms and conditions and at the sole discretion of IMU-Mumbai Port Campus

**6. Settlement of Disputes:**

The Bidder shall make request in writing to the Director, IMU- Mumbai Port 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 Port Campus. The decision of the Director, IMU- Mumbai Port 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 whatsoever arising out of this contract.

**7. Payment Terms:**

- a) Monthly bill will be reimbursed on the basis of the number of outsourced staff.
- b) The contractor shall submit bills in respect of the services rendered by him on calendar month basis with daily and monthly report in the prepared format duly signed by the respective department representative along with copies of salary paid Register, Attendance Sheet and P.F., ESIC amount paid bank challans.
- c) Contractor should deposit the ESIC, Provident fund contribution to the concerned office separately for those Outsourcing staff engaged in IMU- Mumbai Port Campus site and the said statement should be submitted along with bill to IMU-MPC.
- d) TDS will be recovered at the prevailing rates from the bills payable to the Contractor.
- e) Wages of outsourced staff shall be paid by the A/c payee cheques through bank and necessary bank statements & Xerox copy of pay slip of each staff shall be produced to University along with the bill.
- f) No advance payment against ensuring up-keeping bills will be made under any circumstances
- g) The Agency should pay salary to Outsourcing staff before 7<sup>th</sup> of every month and submitted invoice to the IMU- MPC on or before 10<sup>th</sup> of every month. The payment will be released within 10 days.



**8. Advance Payments-** Not Applicable

**9. The estimated cost of outsourcing services is approximately Rs.60.00 lakh (Rupees Sixty Lakhs only) per annum.**

**10. Additional Instructions:-**

- a) The contractor shall follow the rules and regulations of the Contract Labour (Regulation & Abolition) Act 1970 and rules 1971.
- b) The Contractor shall provide PF & ESIC facility to the outsourcing staff as provided in the Act.
- c) The Contractor shall follow the minimum wages Act for area A.
- d) The Contractor shall adopt all safety measures on site/office.
- e) As per Bonus Act 1965 & its amendment & the notification published in the Gazette of India, New Delhi on 27th Oct. 2007, contractor is required to make payment of bonus to the applicable outsourcing staff from its profit. University will not reimburse bonus amount to the contractor.
- f) The contractor has to obtain CAR policy before commencement of the work and he should pay ESI and EPF contribution against the workers engaged by him and challans should be submitted along with the monthly bills for release of payment.
- g) The Contractor shall obtain required labour license from RLC (Central) within 15 days from the date of issue of work order. All returns as per rules shall be submitted to the RLC (Central) by the contractor.
- h) Fire Precaution: The contractor, his agents, representative, workmen etc. shall strictly observe the orders pertaining to fire precautions prevailing within the restricted areas.
- i) The contractor has to obtain CAR policy before commencement of the work and he should pay ESI and EPF contribution against the workers engaged by him and challans should be submitted along with the monthly bills for release of payment.
- j) No mobilization advance will be given to the contractor.

- k) If the contractor violates security rules and regulations of the University, a penalty of 2.0% of the work order amount will be recovered from their dues.
- l) Sub-letting of work to other agency is not permissible, if found the said agency will be black listed by intimating to the other organization.
- m) 1% per day of the total value (P.A.) in each case shall be levied on non provision of the manpower in each case to the maximum of Rs.25000/-.

## **11. 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)**- as per **Annexure – C**.
2. The bidder should submit copy of valid Trade License, PAN and GST/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 **31<sup>st</sup> March 2017** with the Technical bid of Tender documents.
4. The bidder should submit the Proof of Registration of the bidder under relevant law such as Companies Act, and /or Shop & Establishment Act.
5. The annual turnover in the business of Outsourcing of the bidder shall be Rs. 50,00,000/- (Fifty Lakhs only) each year during the last 3 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 **31<sup>st</sup> March 2017**. It should be duly attested by the bidder's Chartered Accountant.
6. The Bidder should have successfully implemented during **2014-15, 2015-16 and 2016-17** each, similar Outsourcing orders of value of 80% estimated value for single work or 60% estimated value for two works or 40% estimated value for three similar works in each year.  
*[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 projects.*
7. The bidder should have a valid labour license as per requirement under the contract labour(R & A) Act 1970 and the contract labour (Regulation and

Abolition) Central Rules 1971 before commencement of the work. The bidder shall also abide by the provisions of the child labour (Prohibition and Regulation) Act 1986.

8. The bidder should have PF and ESIC Registration with copies of payment challans of last 12 months.
9. The bidder should have solvency certificate of Rs 10 Lakhs from Nationalized or scheduled bank.
10. The agency should have office at Mumbai.

## **12. Scope of Work**

Work should be performed in Indian Maritime University, Mumbai Port Campus, Hay Bunder Road, Mumbai – 400 033.

- ❖ The IMU- Mumbai Port Campus would raise an indent for manpower requisition, clearly defining the role profiles including duties and responsibilities of the staff needed purely on Outsource/Contract. The role profile will clearly give details of competencies/skills needed educational qualification, relevant experience, compensation (the net amount payable) and duration of Outsource/Contract. The number of staff needed would also be clearly indicated in this requisition.
- ❖ The agency would be required to depute candidates having relevant experience and qualification within 15 days (or earliest as the case may be) after sending the requisition. The sample roles are as given in below table;
- ❖ The Agency shall issue photo Identity cards to the Outsourcing staff in the format as specified by the IMU- Mumbai Port Campus and also complete all the statutory requirements with regard to their Outsourcing staff, such as obtaining PF No, issue of ESI Cards, opening Bank Accounts for salary credit etc., within 15 days from the date of their engagement. The salary and other payments to the outsourcing staff as claimed shall be paid into their bank accounts and proof of payment shall be submitted to IMU- Mumbai Port Campus within 5 days of payment. The payment of salary shall not be below that of the minimum wages as fixed by the statutes wherever applicable.
- ❖ The IMU-MPC shall give one month's notice or pay one month's remuneration in lieu of notice to the Agency, in the event the IMU-MPC wishes to reduce the number of outsourcing staff or discontinue with the services of any outsourcing staff.

- ❖ If outsourcing staff provided by the Agency, leaves the services of the company prior to expiry of contract, the agency will provide replacement within a maximum period of 10 days without any further charges for the replacement.
- ❖ Every person deputed by the Agency shall be an employee of the said Agency and none of the outsourcing staff of the Agency shall have any claim whatsoever against the IMU- MPC. The Outsourcing staff should not claim any Master and Servant relationship with the IMU-MPC. The IMU- MPC will not be responsible or liable under the laws that are in force and that may come in force from time to time in respect of the deputed employees.
- ❖ In case any public complaint is received attributable to misconduct/misbehavior of outsourced 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 Port Campus system immediately.
- ❖ The personnel engaged by the contractor shall be dressed in neat and clean uniform, failing which invites a penalty of Rs.500/- each occasion 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.
- ❖ If the contractor violates security rules and regulations of the University, a penalty of 2.0% of the work order amount will be recovered from their dues.
- ❖ The contractor shall ensure that its personnel shall not at any time, without the consent of IMU-Mumbai Port 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 Port Campus. This clause does not apply to the information, which becomes public knowledge.
- ❖ 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.
- ❖ The working timing to carry out various jobs shall be from 09.30hrs to 17:30 hrs on Monday to Saturday(except Sundays)or any other timing as may be fixed by the University.The particulars like, name, photo,address,aadhar number of the personnel's engaged to be submitted with IMU. The biometric machine to be installed by the bidder at his own expense and monthly biometric of the approximate number of minimum people required to be engaged should be provided along with the pay bill.

- ❖ All the workers should be provided with Identity cards by the contractors.
- ❖ The responsibility of fulfilling liabilities under various labour laws such as workmen's compensation Act, Industrial disputes Act, Minimum wages Act, payment of Bonus Act, Factories Act, Contract Labour Act etc., will be of successful tenderer.
- ❖ The various records maintained under labour laws, should be made available for scrutiny as and when asked for by the University or by any other Statutory Agencies.
- ❖ The contract shall follow the rules and regulations of the Contract Labour(Regulation & Abolition) Act 1970 and rules 1971.
- ❖ The Contractor shall provide PF & ESIC facility to the labourers as provided in the Act.
  - a) The Contractor shall follow the minimum wages Act.
  - b) Every month the copy of the salary register shall be submitted before release of payment to the contractor.
  - c) The Contractor shall adopt all safety measures on site/office.
  - d) The Contractor shall provide all required tools to the labourer within one month from the date of commencement of the contract.
  - e) As per Bonus Act, 1965 & its amendment & the notification published in the Gazette of India, New Delhi on 27<sup>th</sup> Oct, 2007, contractor is required to make payment of bonus to the Outsourcing staff from its profit. The IMU-Mumbai Port Campus will not reimburse bonus amount to the contractor.
  - f) The Contractor shall obtain required labour license from Regional Labour Commissioner RLC (Central) within 15 days from the date of issue of work order. All returns as per rules shall be submitted to the RLC (Central) by the contractor.
  - g) IMU reserves its rights to divide the work among different agencies or not to execute any items in the schedule of work or to call any agency for negotiation without assigning any reason and without giving any reference to anybody and also to divide the work amount two, three agencies.
  - h) Subletting of work to other agency is not permissible, if found the said agency will be black listed by intimating to the other organization.

**13. Service Charges:**

The percentage of Service charges will be on basic + DA of each employee as per minimum wages for level area 'A' for all categories. Employer's contribution towards EPF, ESI Bonus Gratuity etc. will be paid at actuals. GST will be paid at actuals as applicable. If the percentage quoted at impractical rates as per the tender committee's decision nominated by the director. The committee will work out the minimum percentage to avoid bidders quoting impractically lowest minimum percentage to get the award of contract and reducing the statutory minimum payments to the outsourced personnels and getting indirect payments from outsourced manpower.

**14. 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. Outsourcing agency to give 90 days' notice in case they want to withdraw, failing which SD, EMD, Retention money and pending bills will be forfeited.

**15. Injury to person:**

The contractor shall be liable and indemnify for any injury/ casualties, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of and in the course of or caused by carrying out the works and the contractor should give the ESIC benefit to the worker as per the Act of the Employee's State Insurance Corporation.

**16. The approximate Number of outsourcing staff required in above categories will be 35 to 40.**

Sr. No.	Post	Qualification	Approx. No.
1.	Assistant/Computer operator	A Graduate having knowledge of Computer. Experience of office work will be preferred.	10
2.	Assistant (Finance)	A Bachelor's Degree from a recognized University with a minimum aggregate of 50% marks or its equivalent grade in Commerce or Mathematics or Statistics. Working knowledge of Information & Communication Technology, particularly in Accounting Software eg. Tally Software.	02
3.	Warden	Should be Ex-Navy (Petty Officer) or Ex- Army Havaldar or equivalent with experience in discharging duty of maintaining discipline among cadets or Diploma Holder in Physical Education.	01
4.	PT Instructor	Preferably Ex-Navy (Petty Officer) with minimum 1-year experience in disciplinary Training of	01

		Cadets or Diploma Holder in Physical Education	
5.	Swimming Pool Instructor	Preferably a Petty Officer from Seaman Branch with Life Guard certificate from Indian Navy / Coast Guard. The candidate must be physically fit and should meet the medical requirements of Indian Maritime University.	01
6.	Seamanship Instructor	Preferably a Petty Officer in Seaman Branch of Indian Navy / Coast Guard. The candidate must be physically fit and should meet the medical requirements of Indian Maritime University	01
7.	Library Assistant	A Post-Graduate Degree in Library Science/ Information Science/ Documentation Science or an equivalent professional degree with at least 55% marks (or equivalent grade) and a consistently good academic record with knowledge of computerization of library.	01
8.	IT Hardware	One-year diploma in hardware and networking with relevant experience	01
9.	Lab Assistant	B.Sc. degree in relevant discipline having at least second class with 3 years of experience in a laboratory.	04
10.	<b>Skilled staff-</b> such as Driver, Plumber, Electrician, Carpenter, Compounder, Life Guard, etc.		05
11.	<b>Unskilled staff-</b> such as utility hand (Multi-tasking staff), peon, mali, Gardner		10

The above list is not exhaustive but indicative only, same maybe expanded as and when required.

**ANNEXURE –A, Cover Letter Format(In letter head)**

TENDERERS PARTICULARS FOR TENDER NO: **IMU/MPC/Outsourcing services/2017/0001**

The Director  
Indian Maritime University, Mumbai Port Campus,  
Hay Bunder Road, Mumbai.

Sir,

1. 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 OUTSOURCING SERVICES AT INDIAN MARITIME UNIVERSITY-Mumbai Port Campus, Hay Bunder Road, Mumbai – 400 033**". I/ we here by submit my/our offer as follows:
  - a. Cost of tender documents Rs.1180/-.
  - b. Technical Bid– Annexure C (in separate sealed cover along with EMD of Rs1,20,000/- & other documents) (Cover I).
  - c. Financial Bid–part of the tender document.
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 hereby undertake to abide by various terms and conditions contained in your **TENDER No: IMU/MPC/Outsourcing services/2017/0001**(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 Port 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.
- e) This bid contains pages from \_\_\_\_\_ to \_\_\_\_\_ and all pages are serially numbered, signed and stamped.



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 B****ANNEXURE – B Format for Eligibility Criteria Evaluation  
(To be filled by bidder)**

<b>No</b>	<b>Criteria</b>	<b>Complied ( Y/N) If No give Reasons for Non-Compliance</b>	<b>Supporting Documents Required</b>
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 GST/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 31 <sup>st</sup> March 2017 with the Technical bid of Tender documents.		
4.	The bidder should submit the Proof of Registration of the bidder under relevant law such as Companies Act, and /or Shop & Establishment Act.		
5.	The annual turnover in the business of Outsourcing of the bidder shall be Rs. 50,00,000/- (Fifty Lakhs only) each year during the last 3 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 31 <sup>st</sup> March 2017. It should be duly attested by the bidder's Chartered Accountant.		

6.	The Bidder should have successfully implemented during 2014-15, 2015-16 and 2016-17 each, similar Outsourcing orders of value of 80% estimated value for single work and 60% estimated value for two works and 40% estimated 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 projects.		
7.	The bidder should have a valid labour license as per requirement under the contract labour(R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before commencement of the work. The bidder shall also abide by the provisions of the child labour (Prohibition and Regulation) Act 1986.		
8.	The bidder should have PF and ESIC Registration with copies of payment challans of last 12 months.		
9.	The bidder should have solvency certificate of Rs 10 Lakhs from Nationalized or scheduled bank.		
10.	The agency should have office at Mumbai.		
11.	The bidder shall submit certificate for Pre Receipt For Refund Of Earnest Money. <b>(Annexure-F)</b>		

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

**Signature:**

**Name of Authorised Representative:**

**Date:**

**Place:**

**Seal:**

**ANNEXURE - C**

**ANNEXURE - C Declaration Regarding Blacklisting/Debarring**

(On company letter head)

Ref. No.

Date:

To  
The Director,  
Indian Maritime University,  
Mumbai Port Campus,  
Hay Bunder Road, Mumbai – 400 033

**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, Navi Mumbai Campus , and EMD/ Performance Security shall be forfeited.

3. In addition to the above, Indian Maritime University, Navi 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 D**

**ANNEXURE - D Details Regarding Similar Orders**

Sl. No.	Name of the Client	Nature of Job (Enclosed Purchase Orders)	Value of Purchase Order	Date of Commencement	Date of Completion

**Note:**

*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 Projects.

**Signature:**

**Name of Authorized Representative:**

**Date:**

**Place:**

**Seal:**

**ANNEXURE- E**

**ANNEXURE- E, Details Regarding Annual Turnover**

**ANNUAL TURNOVER**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turnover In Rupees Lakhs</b>
1	2014-15	
2	2015-16	
3	2016-17	

Copies of the Audited Balance Sheet and Profit and Loss Account for the last three Financial Years **2014-15, 2015-16 and 2016-17** should be attached

**Place:**

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

**ANNEXURE-F**

**ANNEXURE-F, Certificate, Pre Receipt for Refund of Earnest Money  
CERTIFICATE**

**PRE RECEIPT FOR REFUND OF EARNEST MONEY**

Received with thanks from Accounts Officer (Cash) O/o IMU-Mumbai a sum of Rs...../-  
(Rs.....  
..... Only), towards refund of Earnest Money Deposit paid in respect of  
Tender for "Skilled manpower services and Office Upkeep and House Keeping Services" for use in IMU Mumbai  
Campus.

**Tender No :IMU/MPC/Man Power Ten/2017/0001**

➤ Cancelled Cheque to be Attached

Date:  
Place:

Signature of Bidder  
(On one rupee revenue stamp)

(Note: Earnest Money will be returned to unsuccessful Bidder only after finalization/completion of the tender)

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bank A/c No:** \_\_\_\_\_

**IFSC Code:** \_\_\_\_\_

**ANNEXURE-G**

**ANNEXURE-G, Certificate, Declaration for Tempering of Tender Document**

**CERTIFICATE  
DECLARATION FOR NON TEMPERING OF TENDER DOCUMENT**

I / We /Proprietor/ Partner(s)/ Director(s) of M/s \_\_\_\_\_,  
hereby declare that I /We have not tampered the tender document issued vide  
TENDER NO. **IMU/MPC/Man Power Ten/2017/0001** Dated 10<sup>th</sup> November, 2017, which  
is downloaded from the website [www.eprocure.gov.in](http://www.eprocure.gov.in)

Signature -----

Name-----

Name & address of the firm: -----

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**In case of proprietorship firm, certificate will be given by the proprietor,  
and in case of partnership firm, certificate will be given by all the partners  
and in case of Ltd. Company by all the Directors of the company or  
company secretary on behalf of all directors**



## **ANNEXURE – H**

### **ANNEXURE- H, FORMAT OF AGREEMENT**

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

IT IS THIS \_\_\_\_\_ day of \_\_\_\_\_ 2017 MUTUALLY AGREED between the IMU, MumbaiPort 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 Contractee to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Contractee to execute, complete and guarantee the Works in conformity in all respects with the provisions of the contract.
3. The Contractee 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.
5. 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

**TENDER FOR HOUSEKEEPING SERVICES  
AT INDIAN MARITIME UNIVERSITY-MUMBAI PORT CAMPUS**



**TENDER No: IMU/MPC/Man Power Ten/2017/0001  
Issue Date: 22<sup>nd</sup> January 2018**

**FINANCIAL BID  
FOR  
PROVIDING OUTSOURCING SERVICES**

Last Date for Submission	11:00hrs on <b>12-Feb-2018</b> , IMU-Mumbai Port Campus
Date & Time of Opening of Financial Bids	11:00 hrs on <b>16-Feb-2018, (Tentative)</b> IMU-Mumbai Port Campus Will be intimated to the bidders by email or by telephone/Mobile.

<b>Srl. No.</b>	<b>Particulars</b>	<b>Service Charge (%)</b>
1.	% of Service charges on basic + DA of each employee (as per minimum wages for level area 'A' for different categories) Employer's contribution towards EPF, ESI Bonus Graduity etc. will be paid at actuals. GST will be paid at actuals as applicable.	