

TENDER NOTIFICATION



INDIAN MARITIME UNIVERSITY

(A Central University)
Mumbai Port Campus
Hay Bunder, Mumbai : 400 033

Sealed tenders are invited from Manpower Service providers under **Two Cover** system:

Name of Service	Estimated cost & EMD	Last date & time for Submission
Tender for providing Outsourcing Services for Academic Support Staff for one year from the date of commencement of service extendable further on satisfactory performance, by one year at a time up to a maximum of 2 more years, at the same rates & other terms and conditions.	Rs. 37,00,000/- & Rs. 74,000/-	12 th June 2018 -1500 Hrs.

Tender documents i.e. Tender forms and other terms and conditions / details can be downloaded from IMU-MPC website www.imumumbai.com and www.imu.edu.in from 23-05-2018.

DIRECTOR , IMU - MPC

Tender Abstract

Particulars	Details
Tender Title	Tender for providing Outsourcing Services (for Academic Support Staff)
Tender Number	IMU-MPC/Outsourcing Services/2018-19/06
Tender Document can be Downloaded from IMU-MPC website www.imumumbai.com & www.imu.edu.in <i>free of cost.</i>	From 23-05-2018
Cost of Tender Form	Rs.1000/- + GST 18% = Rs. 1180/-
Pre-Bid Meeting	04-06-2018 - 1430 hrs
Last Date of Submission of Tender	12-06-2018 - 1500 hrs
Technical Bid Opening Date and Time	12-06-2018 - 1530 hrs
EMD Amount	Rs. 74,000/-
Address for Submission of Tender	The Director (I/C), IMU- Mumbai Port Campus, Hay Bunder Road, Mumbai - 400 033.

INDIAN MARITIME UNIVERSITY

MUMBAI PORT CAMPUS

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INDIAN MARITIME UNIVERSITY

MUMBAI PORT CAMPUS

HAY BUNDER ROAD, SEWRI, MUMBAI -400 033

Tender For Providing Outsourcing Services for Academic Support Staff at IMU
– Mumbai Port Campus

Tender No.: IMU/MPC/Outsourcing Services/2018-19/06 dated 23-05-2018

Volume. I

TECHNICAL BID

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

1. Introduction & Definitions

The Indian Maritime University is a Central University established by an Act of parliament and headquartered at Chennai. The Mumbai Port Campus of the Indian Maritime University (hereinafter referred to as the Buyer or IMU-MPC) invites sealed tenders for "Providing Outsourcing Services (Academic Supporting Staff) at Indian Maritime University, Mumbai Port Campus located at Hay Bunder Road, Mumbai – 400 033 defined in the tender documents (hereinafter referred to as the "Outsourcing Services").

2. Eligibility Criteria

The tender is invited in **TWO COVER SYSTEM** and is open to all contractors who fulfil the following eligibility criteria:

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

The Bidder should be in the Business of Providing "Similar Service" for a period not less than 5 years i.e. since 2012 – 13

[Mode of Proof: ESI / PF / Service Tax Registration Certification /GST Registration Certificate/ Certificate of Incorporation / Registered partnership deed / IT Returns / Copies of the Work order, Agreement and Work Completion certificate for the Completed or ongoing work – Proof for existence during or prior to 2012-13 and providing similar service since 2012-13].

2.2. Experience – Completion of similar works:

The Bidder should have satisfactorily completed "Similar Service" involving values as listed below during the last 5 financial years i.e. since 2012-13 to 2016-17.

- a. at least 1 Service with a minimum value of 31 Lakh [OR]
- b. at least 2 Services with a minimum value of 23 Lakh Each [OR]
- c. at least 3 Services with a minimum value of Rs. 15 Lakh Each

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

"Similar Service" means contract for providing Manpower Service with Government / Semi-Government/ Public Sector organizations/ National level educational institute like IIT, IIM, NIT and Universities/ Public Limited Companies.

2.3. Turnover:

Should have annual turnover of at least Rs. 50 lakhs in each year during the past 3 financial years i.e. 2014-15, 2015-16 & 2016-17 in the business of Outsourcing Services [Mode of Proof: Annual accounts duly certified by a Chartered Accountant / Income tax Returns].

2.4. Possession of Valid GST Number & PAN

The Service provider should have a valid GST Number & PAN. [Mode of Proof: Copy of the GST Registration Certificate & PAN Card to be produced]

2.5. The Staff employed by the Contractor should have been covered by ESI and PF and other statutory obligations.

[Mode of Proof: Copies of Respective Registration Certificates along with Receipts for the payments made during the last 12 months and declaration to this effect]

2.6. The bidder should not have delayed the payment to their personnel deployed at site beyond 15th of the following month for any reason whatsoever during the last 2 years (i.e. 2016 & 2017) e.g. payment for the month of Jan should not have been delayed beyond 20th of February.

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

2.7. They should not have been black listed so far and should not have been terminated on account of non-compliance of tender conditions. If the service provider has been terminated by IMU-MPC in case of any type of service provided in this campus, in the last 5 years for any reason whatsoever before the completion of the contract period, they are debarred from participating in this tender process.

[Mode of Proof: Self declaration to this effect]

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

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

3. **General Conditions**

- 3.1. The Bid submitted will be evaluated based on the details of technical qualification submitted by the bidder under Cover I in the prescribed formats to ascertain whether the bidders qualify. The Cover II (Price Bid) of only those firms who technically qualify as per the documents in Cover I will be opened.
- 3.2. The duly authorized signatory (ies) of the entity should sign with in all the pages of the tender document including the annexure / schedules signifying the acceptance of all the terms and conditions, stated in the various parts of the tender. The person(s) authorized to sign the tender shall also sign in all the pages of the supporting documents submitted as proof of their eligibility etc. In other words, every page of the bid submitted should have the signature along with seal of the duly authorized signatory of the bidder.
- 3.3. Bidder should furnish all the details in the prescribed Performa and as per the requirements set out in the tender documents under Cover I. Bids and Tender documents should be complete in all respects and any incomplete tenders will be rejected.

4. **One Bid per Bidder**

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

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

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

6. **Site Visit**

The bidders are advised to visit the site where the manpower are to be provided and acquaint themselves with the operational system and site conditions and understand the information that may be required for the preparation of the tender and for entering into contract for providing manpower. 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 the Director, IMU-MPC.

7. **Rejection of Tender Documents**

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

8. **Clarification of Tender Documents**

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

9. **Pre-bid meeting**

Bidders should attend pre-bid meeting as per the date mentioned in tender abstract.

10. **Amendment to Tender Documents**

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

10.2. Any such amendments will only be hosted on the website and will not be intimated individually to any bidder / prospective bidder. Such amendments may be made up to two days prior to the last date specified for submission of the bids. All the bidders who had downloaded the Bid Document prior to such amendment shall verify, whether any such amendments have been issued by IMU-MPC, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder.

11. **Preparations and Submission of Tenders**

11.1. Language of Tender

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

11.2. Documents comprising the Tender

The tender submitted by the Bidder shall comprise the following and should be read in conjunction with any Amendments issued in accordance with Clause10 (Section A).

11.2.1. Cover I (Technical Bid)

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

The Cover I shall be addressed to "The Director, Indian Maritime University – Mumbai Port Campus" and should be duly super scribed as "Cover-I: Technical Bid for Providing Outsourcing Services at IMU-MPC" and sealed properly. Name and Address of the bidder shall also be written/ printed on the cover.

11.2.2. Cover II (Price Bid)

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

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

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

The Cover II shall be addressed to "The Director, Indian Maritime University – Mumbai Port Campus" and should be duly super scribed as "Cover-II-Price Bid for Providing Outsourcing Services at IMU-MPC" and sealed properly. Name and Address of the bidder shall also be written/ printed on the cover.

11.2.3. Main Cover

Both the "Cover I" and "Cover II" shall be placed inside the main cover and sealed properly. The main cover should be duly super scribed as "Tender for Providing Manpower Services [Tender No..... at IMU - MPC]". The tender shall be either sent to the address mentioned in the Tender Abstract so as reach before the last date & time for submission or dropped in the tender box placed in the Deputy Registrar's Office (fourth floor), IMU - MPC prior to the last date & time for submission.

12. **Conditions stipulated by the bidder**

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to IMU - MPC. Bidders submitting bids with any additional / counter conditions, apart from those mentioned in tender conditions will be treated as non-responsive and will run the risk of rejection.

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

- 13.1. The bidder shall submit all the documents required to be submitted as per Clause 11 duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.
- 13.2. The Bill of Quantities and Rates shall be filled in either typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.
- 13.3. Bids sent by telex, fax, Email etc. (i.e. modes other than by way of speed post/ courier/ dropping in the box provided) shall not be accepted.

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

Bids must reach the Director's office at the address stated in the tender not later than the date mentioned in the tender abstract. IMU MPC may, at its sole discretion extend the deadline for submission of tenders. Any tender received after the last date for submission will be rejected.

15. **Tender Prices**

15.1. The contract shall be for the whole Services or for individual component or components as may be decided by the IMU, MPC and as described in clause 1, based on the unit rates and prices quoted by the bidder in the price bid.

15.2. Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the price bid. Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Outsourcing Services at IMU-MPC. This includes all the liabilities of the contractor such as cost of uniform, salary slips to individual employees and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

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

16. **Tender Validity**

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

16.2. In exceptional circumstances, prior to the expiry of the original tender validity period, the IMU MPC may request the bidder to extend the period of validity for a specified additional period. The request and the response thereof shall be made in writing through E-mail or Post. A bidder agreeing to the request will not be required to nor permitted to modify his tender, but will be required to extend the validity of his tender for the period of

extension. In case a bidder is not agreeing to the request of the IMU MPC for extension of validity of the tender, then his tender will not be processed further and the portions of his tender which have not been opened will be returned to them unopened as the case may be. The EMD paid by them will also be refunded to them as in the case of other unsuccessful bidders.

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

- 17.1. Each tender should be accompanied by an Earnest Money Deposit (EMD) amounting to Rupees mentioned in the tender abstract which shall be in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of **“Indian Maritime University-Mumbai Port Campus”**, Payable at Mumbai.
- 17.2. No other form of deposit towards Earnest Money shall be accepted.
- 17.3. Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the IMU - MPC will be summarily rejected. However, exemption from EMD may be considered by IMU – MPC only upon written request enclosed with the Technical Bid duly enclosing the **relevant and valid** exemption certificates from **MSME/NSIC**. No exemption from payment of EMD is available to any bidder for any other reason whatsoever.

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

- 18.1. Technical bids will be opened at the conference hall in IMU – MPC located at the address stated in tender abstract. Any bidder who is willing to observe the tender opening, may, in person or through his authorized (in writing) representative, be present at the venue and witness the tender opening. The maximum number of person allowed per bidder is one.
- 18.2. Any change in the date / timing of bid opening and similar notifications will be communicated only through IMU-MPC website or through e-mail, as decided by IMU-MPC, and not through both.
- 18.3. Similarly, a suitable date and time for opening of the Cover II – Price Bids will be fixed and those bidder(s) who are qualified will be intimated about the opening of Cover - II – Price Bids. The Cover- II -Price Bids will be opened in the presence of the qualified bidders or their authorized representatives, if they choose to attend and be present. The procedures

and number of participants etc., for opening Cover - II will be the same as the procedures outlined for Technical Bid.

19. **Influencing prohibited**

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

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

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

- 20.1. When there is a difference between the rates in figures and in words, the rates given in words would only prevail.
- 20.2. IMU-MPC may adopt any other method, as deemed suitable by it, to resolve any such unintentional error(s), if any. It is reiterated that resolving of errors as stated above, is optional to IMU-MPC. The bidders are advised to exercise utmost caution not to run the risk of rejection due to such error(s).

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

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

22. **Refund of EMD**

- 22.1. The EMD will be refunded to all the unsuccessful bidder(s) within one month from completion of the tender evaluation process. No interest will be allowed on the Earnest Money.
- 22.2. The EMD of the successful bidder will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful bidder shall when his tender is accepted, furnish security deposit as specified in the clause elsewhere after giving credit to the amount

deposited by him as earnest money. The balance, if any, will be refunded to the bidder against such request. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.

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

23. **Contract Agreement**

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

24. **Evaluation of Bids:**

24.1. **Technical Bid Evaluation**

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

- 24.1.2. The information furnished by the bidder in Cover - I in the prescribed format supplied by IMU- MPC will form the basis for the technical evaluation. In exceptional cases IMU- MPC or his representative reserves the right to obtain any clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IMU- MPC,

information and documents supplied in support of the tender do not meet the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU- MPC. After satisfying that all / or some of the bidders have attained the minimum qualifying criteria as detailed above, bids of only the technically qualified bidders who fulfil all the pre-qualification / eligibility criteria, will be considered for further evaluation. If a bidder does not fulfil even single minimum eligibility criteria / pre-qualification criteria during the technical bid evaluation, his financial bids will not be evaluated.

24.2. Financial Bid Evaluation

Total cost including the Minimum statutory charges, other charges and Service Charges, etc. will be taken for comparison among the bidders for evaluation and the bidder who quoted the lowest total cost (excluding GST) will be awarded the work. However, mere quoting of low rates alone will not confer any right to such bidders seeking acceptance.

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

24.3. Quoting unworkable rate of service charges will not be considered and is liable to be rejected. If the committee decides the rate as unworkable, the service provider will be asked to give write-up about justification as to how it will be able to fulfil its entire obligation with the quoted service charge. If the committee decides that the justification is not workable enough w.r.t quality and effective execution of the contract, the bid will be rejected. The decision of the Committee in this regard will be final and no further correspondence will be entertained.

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

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

25. **Commencement & Duration of the Contract:**

The period of agreement will be initially for one year from the effective date as per the order awarding the contract/ acceptance by the IMU- MPC. The contract is extendable further by one year at a time up to a maximum of 2 years at the same rates and other terms and conditions subject to satisfactory service to IMU- MPC and at the sole discretion of IMU- MPC. In any case, total period of contract will not exceed 3 years i.e. initial one year plus two extensions of one year each.

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

B. GENERAL DESCRIPTION OF SERVICE, SCOPE OF WORK AND OTHER CONDITIONS / RESPONSIBILITIES FOR PROPOSED SERVICE:

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

- 1.1. The contractor will be asked to furnish IMU- MPC the details of the Manpower to be posted at IMU - MPC before posting them at the office at least a week before engagement. IMU- MPC reserves the right to reject any person posted in IMU- MPC without assigning any reason.
- 1.2. Details of the Manpower required and the duty places to be covered are detailed in Appendix I. The list is indicative only, IMU – MPC reserves the right to vary the total number of persons to be deployed and also individual allocation to various places of IMU- MPC
- 1.3. The specified number of personnel is to be deployed on all days except on one day weekly off and 3 National Holidays as would be communicated by IMU – MPC and the responsibility for providing necessary relievers, whenever any employee is on leave or absent vests with the contractor. No additional payment would be made for providing relievers since leave wages is already included in the contract.
- 1.4. Working hours: as detailed in scope of work with one day weekly off (if not specifically specified in the scope of work).

2. SCOPE OF WORK& QUALIFICATIONS :

- 2.1. Marine Instructor
- 2.2. Computer Lab Assistant
- 2.3. Telephone Operator
- 2.4. Assistant
- 2.5. Warden
- 2.6. Miscellaneous Skilled & Unskilled staff as per requirement.

3. TENDERER’S REPRESENTATIONS AND WARRANTIES

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

- 3.1. The firm has the necessary skills, knowledge, experience, expertise, required capital net worth, adequate and competent staff, systems, equipment and procedures and capability to duly perform its obligations in accordance with the terms of the Agreement and to the satisfaction of IMU- MPC, provided, however, that IMU- MPC’s judgment as regards the

- quality and skills of the Bidder and its Staff shall be final and binding on the Bidder.
- 3.2. The personnel deployed by the service provider for the job shall meet the following requirements:
- i. Should be medically fit, sincere, active and energetic
 - ii. Should not have any criminal records
 - iii. Should possess good conduct and discipline
 - iv. Aged between 20-60 years. (as per ESIC or Matriculation certificate)
 - v. Should have knowledge of local language and knowledge of English to the level that they are able to understand instructions imparted in English.
- 3.3. The execution of the Agreement and providing services hereunder by the bidder to IMU- MPC does not and will not violate, breach any covenants, stipulations or conditions of any Agreement, Deed entered into by the bidder with any third parties.
- 3.4. Bidder shall abide by all laws of the land including, Labour Laws (ESI, PF, Bonus, Income Tax or any other extra taxes levied by the Government), Companies Act, Tax Deduction liabilities, Welfare measures of his employees and all other obligations applicable to this contract regardless of whether such obligations enumerated and defined herein, any such onus shall be the exclusive responsibility of the bidder, and it shall not involve the IMU- MPC in any way whatsoever.
- 3.5. There shall not be any Master-Servant or Employer-Employee relationship or any legal or Contractual relationship between the University and Manpower of the contractor for any purpose including any claim, disputes, rights & duties etc between the contractor and his personnel. The manpower provided shall be the employees of the Contractor and all the statutory compliances, liabilities and obligations including the requirements to deposit contributions, file periodic returns and details of persons deployed under various labour legislations such as Provident Fund Act, Employees State Insurance Act, Minimum Wages Act (Contract Labour (Regulation & Abolition Act 1970), Workmen's Compensation Act, etc. and all other labour and legislations as applicable from time to time, during the currency of the contract, with regard to the personnel engaged by the contractor for service to IMU - MPC, are the responsibility of the contractor and shall be solely complied with and met by the contractor. IMU - MPC shall not bear any penalty / damage / claim, etc.

Compensation of any nature arising out of non-compliance of various labour and other legislations as determined by concerned Government Authorities and the service provider shall indemnify IMU - MPC for loss, if any, suffered by / penalty imposed on IMU - MPC in this regard.

- 3.6. The contractor shall alone be responsible & entitled to act in pursuance of this Contract and the service provider shall not directly or indirectly transfer, assign or makeover any rights and obligations of the contract or any part thereof to any other persons.
- 3.7. In the event of any losses or damages to any Properties or effects of University by theft, Pilferage, the contractor shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by the University.
- 3.8. Personnel's deployed are prohibited from photography or exhibition of any sort unless specifically instructed by IMU - MPC.
- 3.9. They should not be doing any private work like washing clothes, bathing etc. during duty hours. They are also prohibited from unauthorised stay inside their working area after duty hours.
- 3.10. In any case of grouping or forming assembly, strikes, gheraoes, cessation of work or such other incidents by the deputed personnel, which will be deemed unsuitable to the atmosphere of the campus, the contract may be terminated with immediate notice. In case of such events the service provider will be imposed with penalty full service charge of the current and the previous month. IMU - MPC may ask the service provider to replace any personnel, if found involved in such activity.
- 3.11. Manpower engaged shall be given proper training by the Contractor.
- 3.12. The selected Bidder shall arrange to have a Branch Office in Mumbai, if not already existing.
- 3.13. The attendance of Outsource workers to be maintained in a Bio-metrics attendance system. The machine will be installed, maintained and managed by the bidder at their own cost.

4. TENDERER'S COVENANTS

- 4.1. The selected Bidder will issue detailed working instructions to their employees which should have prior approval by the Director, IMU MPC. This, inter-alia, implies that each individual should know and execute his responsibilities, as per the instruction issued to them by IMU - MPC. The

- administrative issues like leave, weekly off, discipline etc. of the employees are the responsibility of the contractor.
- 4.2. The contractor shall supply ID-cards to the persons engaged by him. The IMU - MPC may not allow any employee to enter the IMU - MPC Premises without ID Card.
 - 4.3. Manpower on off duty will not be allowed to visit any duty points.
 - 4.4. The right to increase/decrease the strength of Manpower posted at any time rests with the IMU - MPC. The service provider should furnish two copies of the bio-data (format-Appendix II). All original documents are also needed to be submitted for verification by IMU - MPC. All the documents are needed to be submitted at-least six days before the start of the period of contract for verification by the Officer in Charge IMU - MPC. After verification, all the original documents with one copy of bio-data will be returned to the service provider as approved or disapproved. In case the bio-data is disapproved then the service provider is needed to provide a second list of bio-data for approval within 2 days of intimation. A third opportunity will be given to service provider for providing bio-data of eligible personnel within two days of intimation of their failure in the second attempt also. However failure in the third attempt may result in termination of the contract and forfeiture of security deposit, as it will be considered that the service provider does not have eligible personnel for deployment in the campus. The Service Providers are advised to read the bio-data carefully before submitting.
 - 4.5. On their first deployment in the campus, no Personnel will be allowed to attend the duty without approved bio-data and without uniform, if applicable and all other accessories to be provided to them by the service provider.
 - 4.6. The service provider should furnish to the IMU - MPC the bio-data of any changes of the personnel posted in the IMU - MPC within 24-hours of the deployment. IMU - MPC reserves the right to reject any person posted in IMU - MPC without assigning any reason. In such case the firm has to deploy the replacement within 24 hrs.
 - 4.7. No Personnel can be deployed in IMU - MPC :
 - a) against whom any police complaint (FIR or Diary) has been/was filed
 - b) against whom any disciplinary action is initiated,
 - c) who is/was terminated on grounds of misconduct/misbehaviour by any employer/ outsourcing agency.

- 4.8. The antecedents of personnel deployed should be verified by the service provider from local police authority before the start of the contract. **Police verification** report is needed to be submitted to IMU - MPC before deployment of any person in IMU - MPC. Personnel employed should be in possession of Aadhar Card & ESIC Card. The copy of the Aadhar Card & ESIC Card should be produced before the start of the contract failing which the personnel won't be engaged. An undertaking in this regard may be submitted to the IMU - MPC at time of bidding.
- 4.9. Medical Certificate of the deployed personnel should be produced indicating that they are physically fit for deployment.
- 4.10. A separate Daily Attendance Register in addition to biometric attendance should be maintained by the Bidder for Marine Instructor, Computer Lab Assistant, Assistant, Warden and Misc. Skilled & Unskilled staff. The attendance register should be put up to Deputy Registrar / Assistant Registrar for signature and verification on daily basis and/or whenever instructed.
- 4.11. In case of any loss / damage caused, not due to natural calamities, or an Act of God, to the property of the University where the complicity or laxity of the Manpower of the Contractor is suspected, a joint enquiry will be held to fix the responsibility and determine the quantum of compensation to be paid by the contractor. In this regards, the decision of the Director, IMU - MPC will be final and binding on both parties.
- 4.12. Food and Accommodation arrangements for the service provider's personnel will not be provided by IMU - MPC.
- 4.13. The selected Contractor shall be responsible and liable for and shall indemnify IMU - MPC and keep IMU - MPC indemnified, safe and harmless at all times, against:-
Any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature, whatsoever made or instituted against or caused to or suffered by IMU - MPC directly or indirectly by reason of:-
- a) any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, bad faith, disregard of its duties and obligations here under, service, act or omission of or by the Contractor and / or any of his staff, and/or
 - b) any theft, robbery, fraud or other wrongful act or omission by the Contractor and / or any of his Staff.

- 4.14. The Contractor shall be responsible for meeting all liabilities and fulfilling all obligations, financial or otherwise, arising out of any accident, damage or injury caused to any of his employees or property or any person or property in course of the Service and death while on service of any of his employees deployed and shall not hold the IMU - MPC responsible in respect of any claim made by any person or their heir for any reason whatsoever. The contractor shall be solely responsible for reporting to IMU - MPC and concerned authorities immediately of any serious or fatal accident. No amount will be reimbursed to the contractor by IMU - MPC, in this regard.
- 4.15. The Contractor shall be responsible for the good conduct and behaviour of his employees. In the event of any misdemeanour like sleeping during duty, non observance of orders, being under the influence of liquor/drugs or indecent or insolent behaviour by any staff found misbehaving with the staff members / students of IMU - MPC or found abetting with another person in any sorts of misdeeds, the service provider shall terminate the services of such of his employees on the recommendation of the Director or any other officer designated by the Director of IMU - MPC. In all the above terminations, the contractor shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by IMU - MPC, failing which it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IMU - MPC will be imposed. The Contractor shall issue necessary instructions to its employees to act upon the instructions given by the Director or persons authorized by the Director, IMU - MPC.
- 4.16. The scope of work, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Tenderer shall meet any other requirements of IMU - MPC from time to time, relating to the Manpower Services.
- 4.17. All correspondences regarding payment of bills or any other matter shall be done only with the Director, IMU - MPC or the officer designated.

5. Security Deposit

- 5.1. Within 3 days of the successful bidder's receipt of notification of award from IMU - MPC, the Bidder shall furnish a Security Deposit at the rate of 10% of the contract value in the form of an A/C Payee Demand Draft drawn in the name of Indian Maritime University - Mumbai Port Campus, payable at Mumbai towards due compliance of contract obligations to the satisfaction of the IMU - MPC and to make good any loss or damage caused to the IMU - MPC owing to acts in pursuance/violation of terms herein. The EMD already paid can be adjusted towards the Security Deposit, and in which case, the balance of security deposit is to be paid within 3 days of notification of award by IMU - MPC. If the bidder fails to submit the Security deposit to IMU - MPC within the stipulated time, IMU shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely and / or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.
- 5.2. Any increase in number of manpower will result in **increase in the value of Security deposit to the tune of 10%** of the value of the increase in service. The security is needed to be deposited within three days of the receipt of order. In case if any default in payment is made, the service provider will have to make the complete payment with interest due on that amount. No partial payment will be accepted. However if the delay continues till the date of reimbursement of bill by IMU - MPC to service provider then the same amount with interest till date will be deducted from the bill.
- 5.3. The Security Deposit will be discharged by the IMU - MPC and returned to the Manpower provider not later than 90 days following the date of completion of the Manpower provider's performance obligations.
- 5.4. The proceeds of the Security Deposit shall be payable to the IMU - MPC as compensation for any loss(es) incurred by IMU - MPC resulting from the failure of the Manpower provider to meet out its obligations under the Contract, as determined by IMU - MPC. This shall be in addition to any other action/ penalty taken by IMU for delays/ default/ failure on the part of the Manpower provider.
- 5.5. If there is any delay in payment of Security deposit beyond the specified or extended time as the case may be, an interest at the rate of 18% per annum for the period of delay may be charged by IMU - MPC, in the event of IMU MPC deciding to award the contract even after such delay.

5.6. No interest is payable on the Security Deposit.

6. PAYMENT TERMS

The Service Provider shall be paid at the following rates:

6.1. Minimum Wages

Whenever Government of India revises the minimum wages, such revised wages will be applicable. **No increase in amount, other than the minimum wages in the present rate as increased by GoI will be considered by the IMU - MPC.** The Contractor should make payment to the deployed personnel at the above rates **for the period actually employed in a month before 7th of the following month.** The above base rate/minimum rates of wages include also the wages for weekly day of rest.

The Staff will be paid for each shift of nine hour duty per day. Office holidays will be considered for paying minimum wages as per the above para. The above base rate/minimum rates of wages include also the wages for weekly day of rest.

6.2. ESIC / EPF etc.

The contractor should recover the statutory contribution towards EPF/ESIC organizations, from the employees and remit the same to the respective organizations along with the eligible amount of Employer's portion of the contributions in accordance with rules and within in due date and also submit proof thereof to IMU - MPC. Employer's Contribution with Administrative charges in a month deposited with concerned authorities can be included in the bill for the month. If the amount remitted by the contractor is less than the eligible amount relating to Employees and Employer's Contribution to the EPF & ESIC organizations, such amount will be withheld from the monthly bill made by the contractor for service charges. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time IMU - MPC is entitled to take any action as deemed fit by IMU - MPC.

6.3. Bonus

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

6.4. Service Charges

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

6.5. Submission of bills:

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

- i) Proof of payment of the wages paid to the deployed staff proof of deposit of Employee & Employer's contribution towards EPF and ESIC remitted to the respective organizations within the due date as stipulated in the respective statutes.
- ii) Wage Bill Register in format prescribed by IMU.
- iii) Copy of Bank advice memo for crediting to the individual SB account of the deployed staff.
- iv) Any other documents / proof as required by the Director or Authorized Officer for verification of Calculation sheet showing the total amount of Service Charges payable etc.

The contractor should ensure that the net amount as per the Wage Bill Register agrees with the amount deposited with the respective Savings Bank (SB) accounts of the deployed employee. The contractor should furnish a certificate to this effect. Difference, if any, between the net amount payable to the staff and amount credited to the Bank for

disbursement to the respective SB accounts of the staff, will be withheld from the bill of the service provider.

6.6. Disbursement of Bills:

- i) IMU - MPC will, after verification of the claim for its correctness and completeness from the contractor, make payment within fifteen working days after the date of receipt of the claim. No interest is payable by IMU in case of any unavoidable delay in settling the bills. However IMU would endeavour to settle the bills within said date. TDS at the rates applicable shall be deducted U/S.194 (c) of Income Tax Act 1961 on the whole amount.
- ii) The contractor should open a current account/ Savings Accounts in his name in SBI- IMU Mumbai Campus Branch and make all payments to its staff in IMU - MPC through fund transfer from the said current/ SB Account and through the SB Accounts of persons deployed by the contractor in IMU - MPC. No cash payments should be made to any staff whether it is wages or advance. Such cash payments will not be considered by IMU - MPC as payment by the service provider. In this regard, IMU - MPC, if deemed necessary, may seek proof of bank accounts of the persons deployed by the service provider in the format prescribed by IMU - MPC.

6.7. Recoveries from persons deployed by service provider:

The Contractor should **NOT** recover any amount from the wages payable to the deployed personnel **OTHER THAN**

- i. Employees portion of EPF / ESIC Contribution as per rules, Profession Tax, Workman's Compensation contribution and Income Tax.

6.8. Setting off of service provider's bills:

IMU - MPC shall be entitled to set off against and deduct and recover from the service charge and any other sums payable by IMU - MPC to the contractor at any time, tax, levy or any other amount whatsoever which may be required to be deducted by order of any Court/Authority under any law now in force or which may come into force during the currency of this Agreement as also any and all amounts which may be or become payable by the Contractor to IMU - MPC under this Agreement.

7. PENALTIES & FINES

Penalties will be levied, as mentioned below subject to the ceiling limits mentioned therein for specific lapses found during the period of contract and will be recovered from the monthly payments.

Lapses Maximum limit of penalty (Per occasion / per day)

- a) 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 staff absent on that particular day may be levied by IMU - MPC and the same shall be deducted from the contractor's bills.
- b) Staff found sleeping during the working hours /not doing the work as per required standard or negligent with regard to work or other related matters will be fined at the rate of Rs.500/- (Per staff)
- c) No employees will be permitted to attend the duty 1 hour after reporting time. In case of late reporting (15 minutes max.) of more than 3 times in a month, half day pay cut per late reporting will be fined. IMU - MPC may ask to the service provider to remove the persistent late comers and frequent absentees and to provide replacement without affecting the work.
- d) Any other lapse not covered above to be decided by the University, keeping in view of the seriousness and gravity of the lapse (please refer below for additional clauses).
- e) In case of any unsatisfactory service, deduction up to 10% of the amount due for the month will be imposed on the service provider. In case of late attendance/absence during working hours by any personnel of the service provider, the Director or any person authorized by the Director reserves the right of reduction of any amount from the bill payable as it may deem fit.
- f) In case any public/student/staff complaint is received attributable to misconduct/misbehaviour of contractor's personnel (including shouting and speaking in unacceptable volume), proved to the satisfaction of the Director, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned

contractor's personnel may be removed from IMU - MPC's system immediately.

- g) If any of the tender condition is violated, IMU - MPC has the right to impose any penalty as deemed fit by the IMU - MPC's administration.
- h) Any liability arising out of any litigation (including those in consumer courts) due to any act or failure to comply statutory provisions of contractor / contractor's personnel shall be directly borne by the contractor including all consequential expenses/fines.

8. TERMINATION

- 8.1. Either party may terminate the contract by giving the other party three months prior written notice of the same and this Agreement will stand terminated on the expiry of the three months period provided always that the contractor has fulfilled and complied with all his obligation to the IMU - MPC in connection with and under this Agreement up to the date of such termination.
- 8.2. In case of withdrawal by the service provider, before completion of one year, Security deposit will be forfeited. Withdrawal by contractor without advance notice of 3 months may lead to black listing in addition to forfeiture of Security deposit.
- 8.3. In case of breach of any of the terms of this Agreement by the contractor, IMU - MPC shall be entitled to terminate this Agreement immediately without giving any written notice to the Contractor for the same. In such a case, IMU - MPC shall be entitled to retain hereunder or which become due after termination thereof, any amount which, according to IMU - MPC is due and owing to it by the contractor arising directly under this Contract.

9. NON EXCLUSIVE

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

10. ARBITRATION & JURISDICTION

- 10.1. In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to resolve such differences, disputes, claims or questions by mutual discussion and failing such settlement, the same shall be referred for arbitration by a sole Arbitrator appointed by IMU - MPC.
- 10.2. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or re-enactment thereof for the time being in force and shall be held in Mumbai. In case the Arbitration award is not acceptable to either of the parties, they may approach courts having jurisdiction at Mumbai.

11. AGREEMENT

Agreement has to be executed by the successful contractor as per the Terms and Conditions of the tender.

Director

Signature

Authorized representative with Seal

Appendix: I

<u>TENTATIVE MANPOWER DEPLOYMENT - SUBJECT TO CHANGE AS PER DIRECTIONS FROM IMU FROM TIME TO TIME</u>			
Sl	Location	Role	Required Number of Manpower to be deployed.
1.	IMU - MPC, Hay Buder Road Mumbai - 400 033	Assistant	7
2.		Marine Instructor	2
3.		Computer Lab Assistant	1
4.		Telephone Operator	1
5.		Warden	2
6.		Miscellaneous Skilled & Unskilled staff as per requirement	
TOTAL			13

The above deployment details are only tentative. Attendant staff of the service provider has to be deployed in the other locations within Mumbai Campus. The work assigned as per the directions of IMU – MPC issued from time to time and no such staff should claim to be continued in the initial / subsequently allotted place or work. The tender is non-exclusive and IMU may engage any other service provider in parallel.

BIO DATA

Name : _____

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

*Local Address :-

*Permanent Address:-

*Educational Qualification :

Knowledge of English :

Read/Write/Can follow instructions given in English (Tick)

For Warden (Ex-Serviceman) : _____

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

*AADHAR No. : _____

*Medical Certificate No. and date: _____

*Police Verification Certificate No. and date: _____

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

DECLARATION:-

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

Date:

Signature

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

Signature and stamp of the service provider



Annexure-I

(Technical Bid-Cover 1)

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

Tender for Providing Outsourcing Services (Academic Support Staff) at IMU – Mumbai Campus.

Ref: IMU - MPC's Tender Notification No. IMU- MPC/Outsourcing Services/2018-19/06 dated 23.05.2018.

From

Name & Address of the Bidder

Ph:

Email:

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

Dear Sir,

We hereby submit our Technical Bid for “Outsourcing Services (Academic Support Staff) at IMU – Mumbai Campus” as detailed below.

1. Experience in the business of providing Similar Service Since 2012-2013 or earlier:

Sl	Eligibility Criteria details	Bidders Confirmation
1	Whether in the business of Providing Similar Service Since 2012-2013 or earlier & meet this eligibility criteria (Yes / No)	
a)	Since which Year:	
b)	Mode of Proofs enclosed:	Page No.
(i)		
(ii)		
(iii)		
(iv)		
(v)**		

** - May add more rows as required

2. A. Similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five financial years (2012-13 to 2016-17):

Sl	Eligibility Criteria details	Bidders Confirmation
A	Whether carried out similar service with minimum value specified in any one of the three set of minimum service values (a or b or c) during 2012-2013 to 2016-17& thereby meet this eligibility criteria (Yes / No)	
a)	At least one similar service with a minimum value of Rs 31 lakh: (Yes / No)	
b)	At least two similar services with a minimum value of Rs.23 lakh each (Yes / No)	
c)	At least three similar service to the value of Rs.15 lakh each (Yes / No)	

2. B. Details of similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five financial years (2012-13 to 2016-17):[in proof of sl. No. 2-A above):

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

** - May add more rows as required

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

3. Minimum Annual turnover

(Rs. In Lakh)

Sl	Eligibility Criteria details	Bidders Confirmation	
3	Whether the bidder has a minimum Annual turnover of Rs. 70 lakhs during each of the last three Financial years (2014-15, 2015-16 and 2016-17) [YES / NO]		
	Year / Proof enclosed	Turnover	Page No.
i.	2014-15 /		
ii.	2015-16 /		
iii.	2016-17 /		

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

Sl	Particulars	Bidders Confirmation / Details	Details of Proof enclosed	Page No.
(i)	Whether the Bidder has a valid PAN and GST		Copy of PAN and GSTIN	
(ii)	Whether the Bidder has covered their Staff employed under ESI and PF. [YES / NO]			
(iii)	Whether obtained License Under Contract Labour (R&A) Act [YES/NO]			
(iv)	Whether the Bidder has been debarred or blacklisted by any Government department / agency so far on account of fraudulent or corrupt practices or inefficient / ineffective performance [YES/NO]		Declaration to this effect	
(v)	Whether the Bidder has attached EMD for an amount of Rs.74,000 from Nationalized or scheduled bank [YES/NO]		Original DD No. _____ enclosed with technical bid	
(vi)	Whether the bidder inspected the site. If so, date and time of inspection of site: [YES/NO]		NA	NA
(vii)	Form of Organization [Sole proprietorship / Partnership / PVT Ltd Company etc]:			
(viii)	Provident Fund Number			
(ix)	ESI Number			
(x)	Other Modes of Proof enclosed			

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

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

Declaration

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

Date:

Signature with Seal of
Authorized Signatory

Place:

BIDDER MEMORANDUM & UNDERTAKING

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

1. General Description

Tender for Outsourcing Services at Indian Maritime University, Mumbai Campus. Tender No. IMU-MPC/Outsourcing Services /2018-19/01 dated: 16.04.2018.

2. Period of Contract

One year from the date of commencement of work.

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

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

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

- a. to terms and abide and fulfil all conditions annexed hereto and all the terms and provisions contained in all parts of the tender documents so far as applicable and/or in default thereof the EMD paid by us will be forfeited in favour of IMU - MPC.
 - b. To execute all the Services referred to there in the tender documents upon the terms and conditions contained or referred to therein, and carryout such deviations as may be ordered by IMU - MPC.
4. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake to abide by all the terms and conditions laid down in the tender/bid documents.
5. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other Charges applicable from time to time. I/We will pay the wages to the Personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully & solely responsible for any violation.

Date:

Signature& Seal

For and on behalf of.....



INDIAN MARITIME UNIVERSITY

MUMBAI PORT CAMPUS

HAY BUNDER ROAD, MUMBAI, 400 033

Tender For Providing Outsourcing Services (Academic Support Staff) at IMU –
Mumbai Campus

Tender No.: IMU - MPC/ Outsourcing Services/2018-19/06 dated 23-05-2018

Volume.II

PRICE BID

Financial Bid (Cover II)
FORM OF TENDER

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

To
The Director,
Indian Maritime University(Mumbai Port Campus),
Hay Bunder Road,
Mumbai - 400033.

Sir,

Being duly authorised to represent and act on behalf of hereinafter called "the bidder" and having visited the site and examined the Conditions of Contract, Specifications, Schedules and Bill of Quantities for the Tender for "Outsourcing Services (Academic Support Staff)" at Indian Maritime University - Mumbai Port Campus, Hay Bunder Road at Mumbai.

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

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

SIGNATURE WITH STAMP:

FOR AND ON BEHALF OF:

DATE:

INDIAN MARITIME UNIVERSITY- MUMBAI PORT CAMPUS

Priced Bill of Quantities for Outsourcing Services (Academic Support Staff) at
Indian Maritime University- Mumbai Port Campus.

PRICE BID

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

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

PRICE BID								
Sl.	Description	Amount (Rs.)						
		Marine Instructor	Computer Lab Assistant	Telephone Operator	Assistant	Warden	Misc. Skilled	Misc. unskilled
1.	Wages Basic per head – Per day (Basic Minimum Wages per day x 26 days)							
2.	Wages VDA per head – Per day (VDA on Minimum Wages per day x 26 days)							
3.	Sub - total [Basic + VDA] = Minimum wages per day							
4.	Total Wages (Minimum Wages x 26 days) per head per month							
5.	Leave Salary 24 days salary p.a.							
6.	Grand Total							
7.	P F @ 13.15% of Sl. 4- (Subject to wages ceiling of Rs. 15000.00)							
8.	E S I @ 4.75% of Sl. 6 – (Subject to wages ceiling of Rs. 21000.00)							
9.	Bonus @ 8.33% on Rs. 7000.00							
10.	Total manpower cost Per Head per month							
11.	Service charges*							
12.	No. of Persons to be deployed							
13.	Total cost per month (Sl. 10 + Sl. 11) x Sl. 12 for all persons							
14.	Total cost per annum (12 months x Sl. 13) for all persons							
15.	GST @ ___% (Mode of proof for rate to be attached) x Sl 14							

Note: All figures should be rounded to nearest rupee –paise to be ignored.

***Service Charge to be quoted as a fixed amount on per person per month basis considering 26 days in a month (Administrative holidays other than one day weekly off to be considered for calculating 26 days).**

Yours faithfully,

Date

Place: Signature with Seal of Authorized Signatory

Note:

1. ** The wages (per month) stated in the format above is the Minimum Wages ([Basic + VDA] per day x 26 days) for Zone 'A' for services of Assistant, Warden, Telephone Operator, Marine Instructor, Computer Lab Assistant and Misc. Skilled & Unskilled as per requirement 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. In case any additional persons required by IMU - MPC to be posted in future, they would be posted with the existing quoted rates and terms and conditions of the contract. If IMU - MPC scaled down the no. of persons, then the total rates would be proportionately reduced applying individual rates applicable for manpower.
3. It is the responsibility of the bidder to ensure all statutory liabilities as per various labour and other legislations. If the bidder has any queries or has different views / interpretations on the various minimum statutory limits which are pre-filled in the above price bid format, then, the bidder should get the point clarified after submitting necessary supporting documents/ rules / notifications. If the pre-filled values has been altered in the price bid, without submitting reasons and supporting documents/rules/notifications and before acceptance of the same by IMU - MPC, then the bid will be treated as not responsive and hence would be rejected, even it becomes lowest and the work may be awarded to the next lowest responsive bid.