



INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

P-19 TARATALA ROAD, KOLKATA, 700 088

TENDER FOR PROVIDING SANITATION, CLEANING & HOUSE KEEPING
SERVICE AT IMU KOLKATA CAMPUS TENDER NO.IMU-KC
/Housekeeping/2016-17/1

VOLUME-I

TENDER NOTIFICATION



INDIAN MARITIME UNIVERSITY

(A Central University)

Kolkata Campus (KC),

P-19 TARATALA ROAD, KOLKATA, 700 088

Sealed tenders are invited from housekeeping service providers under Two cover system:

Name of Service	Estimated Cost (Approx.)& EMD	Last date & time for Submission
Tender for providing Sanitation, Cleaning & House Keeping Service at IMU-KC, Taratala, Kolkata [IMU-KC/ Housekeeping / 2016-17/ 1] for one year from the date of commencement of service (likely to be 01.01.2017) extendable further on satisfactory performance, by one year at a time up to maximum of 2 more years, (i.e. up to 31.12.2019) at the same rates & other terms and conditions.	Rs.50,00,000 & Rs 100,000	28.12.2016 - 15 00 hrs

Tender documents i.e. Tender forms and other terms and conditions / details can be downloaded from IMU-KC website www.merical.ac.in from 08.12.2016 at free of cost

DIRECTOR , IMU-KC

Tender Abstract

Particulars	Details
Notice Inviting Tender No.	IMU-KC/SECU/2016/EC
Pre-Bid Meeting	19.12.2016 – 15.00 hrs
Tender Document can be Downloaded from IMU website	From 08.12.2016
Cost of Tender Form	Rs. 1000 in the form of DD in favour of Indian Maritime University, Kolkata Campus payable at Kolkata
Last Date of Submission of Tender	28.12.2016 - 15 00 hrs
Technical Bid Opening Date and Time	28.12.2016 - 16 00 hrs
EMD Amount	Rs. 1,00,000/-
Address for Submission of Tender	The Director, Indian Maritime University, Kolkata Campus, P-19, Taratala Road, Kolkata: 700088, West Bengal, India

INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

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General Rules and Directions for the Guidance of the Bidders

1.1. Scope of Tender

1.1.1 The Indian Maritime University is a Central University established by an Act of parliament and headquartered at Chennai. The Kolkata Campus of the Indian Maritime University (hereinafter referred to as the Buyer or IMU-KC) invites sealed tenders for "Providing Sanitation, Cleaning, House Keeping Service at Indian Maritime University, Kolkata Campus located at P-19 TARATALA ROAD defined in the tender documents (hereinafter referred to as the "Service" / "House Keeping Service").

1.2. Eligibility Criteria

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

i) 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 2011 – 12.

[Mode of Proof: ESI / PF / Service Tax Registration Certification / Certificate of Incorporation / Registered partnership deed / IT Returns / Copies of the Work order, Agreement and Work Completion certificate for the Completed or ongoing work – Proof for both existence prior to 2011-12 and providing similar service 2011-12 or earlier to be enclosed].

ii) 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 2011-12

- a) at least 1 Service with a minimum value of 80% of estimated cost i.e. Rs. 40 Lakh [OR]
- b) at least 2 Services with a minimum value of 60% of the estimated cost i.e. Rs. 30 Lakh [OR]
- c) at least 3 Services with a minimum value of 40% of the estimated cost. i.e. Rs. 20 Lakh

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

“Similar Service” means contract for providing House Keeping Service with Government / Semi-Government/ Public Sector organisations/ National level educational institute like IIT, IIM, NIT and Universities/ Public Limited Companies.

iii) Turnover

Should have had annual turnover of at least Rs. 75 Lakh in each year during the past 3 financial years i.e. 2012-13, 2013-14 & 2014-15

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

iv) Possession of Valid PAN

The Contractor should have a valid Income Tax Registration Number / PAN and other statutory requirements as per Rules in force.

[Mode of Proof: Copy of the PAN Card to be produced]

v) 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]

vi) Should not have been black listed

[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's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

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

1.3. General Conditions

- 1.3.1 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.
- 1.3.2 The duly authorized signatory (ies) of the entity should sign in all the pages of the tender document including the annexure / schedules signifying the acceptance of all the terms and conditions, stated in the various parts of the tender. The person(s) authorized to sign the tender shall also sign in all the pages of the supporting documents submitted as proof of their eligibility etc. In other words, every page of the bid submitted should have the signature of the duly authorized signatory of the bidder.
- 1.3.3 Bidder should furnish all the details in the prescribed Proforma and as per the requirements set out in the tender documents under Cover I.

Bids and Tender documents should be complete in all respects and any incomplete tenders will be rejected.

1.4. One Bid per Bidder

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

1.5. Cost of Tendering

The bidders shall bear all costs, efforts or their time associated with the preparation and submission of their tenders and the IMU-KC will in no case be responsible or liable for those costs / efforts / time, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by IMU, 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)

1.6. Site Visit

1.6.1 The bidders are advised to visit the site and surroundings where the House Keeping Services are to be provided and acquaint themselves with the operational system and site conditions and understand the information that may be required for the preparation of the tender and for entering into contract for providing House Keeping Services. 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-KC

1.7. 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.

1.8 Clarification of Tender Documents

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

1.9 Amendment to Tender Documents

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

1.9.2 Any amendments thus issued will be hosted on the website up to two days prior to the last date specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify, whether any such amendments have been issued by IMU-KC, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder. No separate notice / intimation of amendments will be sent to those who have downloaded the document from the web site.

1.10 Preparations and Submission of Tenders

1.10.1 Language of Tender

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

1.10.2 Documents comprising the Tender

The tender submitted by the Bidder shall comprise the following and should be read in conjunction with any Amendments issued in accordance with Clause 1.9

- (i) Cover I (Technical Bid)
 - a) Earnest Money Deposit
 - b) Tender Document downloaded from IMU-KC Web site comprising Tender Notification, Abstract, General Rules and Directions for the Guidance of the bidder, General description of Service and other terms and conditions (Annexure I), Schedule and location of Housekeeping persons (Schedule I to Annexure - I), including the amendments, corrigenda / addenda issued by IMU – KC which are duly signed by the authorized signatory in each page with stamp signifying the acceptance of all the tender conditions / terms / contents.
 - c) Duly filled Technical Bid format (Annexure II) 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 III) duly signed by the bidder.

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

(ii) Cover II (Price Bid)

The Cover II shall only contain the Price Bid formats given in Annexure - IV viz.

(1) Form of Tender,

(2) Priced Bill of quantities containing:

Format – A: Consolidated Price bid for Manpower + Materials + Service Charges

Format – B: Price Bid - for Materials and Consumables

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

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

(iii) Main Cover

Both the "Cover I" and "Cover II" shall be placed inside the main cover, which shall be addressed to "The Director, Indian Maritime University – Kolkata Campus P-19, Taratala Road, Kolkata: 700088, West Bengal, India" and the main cover should be duly super scribed as "Tender for Providing of Housekeeping service at IMU- KC" and sealed properly.

1.11 Conditions stipulated by the bidder

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to IMU - KC.

Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

1.12 Filling up of Forms, Completeness & Mode of Submission of Tender:

1.12.1 The bidder shall submit all the documents required to be submitted as per Clause 1.10 duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.

1.12.2 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.

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

1.13 Last date for submission of tender, Extension and Late Tenders

1.13.1 Tenders must reach the Directors office at the address stated in the Tender abstract not later than 15.00 Hrs on 28.12.2016. IMU KC may, at its sole discretion extend the deadline for submission of tenders. Any tender received after the last date for submission of tenders prescribed will be rejected.

1.14 Tender Prices

1.14.1 The contract shall be for the whole Services or for individual component or components as may be decided by the IMU KC and as described in Sub - clause 1.1.1, based on the unit rates and prices quoted by the bidder in the price bid.

1.14.2 Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the price bid. Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the House Keeping Services at IMU-KC. This includes all the liabilities of the contractor such as cost of uniform 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.

1.14.3 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.

1.15. Tender Validity

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

1.15.2 In exceptional circumstances, prior to the expiry of the original tender validity period, the IMU KC 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 KC 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.

1.16 Earnest Money Deposit (EMD)

1.16.1 Each tender should be accompanied by an Earnest Money Deposit (EMD) amounting to Rs.1,00,000/-(One Lakh Only) which shall be in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of "**Indian Maritime University-Kolkata Campus**", Payable at Kolkata

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

1.16.3 Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the IMU-KC will be summarily rejected. No exemption from payment of EMD is available to any bidder for any reason whatsoever.

1.17 Tender Opening, Bidder Participation, Stages of Evaluation (Technical and Financial)

1.17.1 Technical bids will be opened at the Deputy Registrar's Office in IMU – KC located at the address stated in tender abstract. Any bidder who is willing to observe the tender opening, may, in person or through his authorized representative, be present at the venue and witness the tender opening. Authorized representative of the bidders will be permitted only upon production of a letter of authorization duly issued by the bidder containing the specimen signature of the representative. The maximum number of person allowed per bidder is one.

1.17.2 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-KC, the tender shall be opened at the specified time on the subsequent working day.

1.17.3 Technical bid (Cover-I) of each bidder shall fulfill the minimum eligibility criteria prescribed in Clause 1.2. If the bidder fails to fulfill any one of the above criteria, he would be treated as not eligible and their Cover II – Financial bid shall not be opened.

1.17.4 The information furnished by the bidder in Cover - I in the prescribed format supplied by the IMU-KC will form the basis for the evaluation. In exceptional cases IMU KC 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-KC, information and documents supplied in support of the tender do not meet the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU-KC. After satisfying that all / or some of the bidders have attained the minimum qualifying criteria as detailed above, only technically qualified bidders will be kept and sealed in a separate cover. A suitable date and time for opening of the Cover II – Price Bids will be fixed and those bidder(s) who are qualified will be intimated about the opening of Cover - II – Price Bids. The Cover-II -Price Bids will be opened in the presence of the qualified bidders or their authorized representatives, If they choose to attend and be present. The procedures and number of participants etc., for opening Cover - II will be the same as the procedures outlined in Clause 1.17.1&1.17.2.

1.17.5 After evaluating the price bids received under Cover II, the bidder who quoted the lowest (L-1) Price will be awarded the work. In case the financial bid of more than one agency is same as L-1, then IMU 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.

1.18 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.

1.19 Correction of Errors (in Price Bid)

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

- a) When there is a difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the bidder for individual items, shall be reckoned.
- b) In case, the amount of an individual item is not mentioned by the bidder or it does not correspond with the rate written either in figures or in words, the rate quoted by the bidder in words shall be reckoned.
- c) In case the rate quoted by the bidder, both in figures and in words tallies but the amount is not worked out correctly, the total rate quoted by the bidder shall be taken as correct.

1.20. IMU KC's right to accept any tender and to reject any or all tenders.

The IMU KC reserves the right to accept or reject any tender / all tenders, and to annul / cancel the tendering process, at any time /

stage prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders of the grounds for the IMU-KC's action.

1.21 Refund of EMD

1.21.1 The EMD will be refunded to all the bidder(s) other than the three lowest technically qualified bidders within one month from the date of opening of price bid (Cover - II). The EMD of the two bidders other than the bidder whose offer is accepted will be refunded within a period of one month after finalization of the award of contract No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded

1.21.2 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.

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

1.22 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.

1.23 Evaluation of Bids:

Total cost including the Minimum statutory charges, Service Charges, charges towards materials / consumables for one year will be taken for comparison among the bidders for evaluation and the bidder who quoted the lowest total cost will be awarded the work. However, mere quoting low rates alone will not confer any right to such bidders seeking acceptance. Percentage rate will be applied on the Base Rate only (Minimum Wages of Basic + VDA] as detailed in para above. Employer's contribution towards EPF and ESI along with administrative charges etc. included in the bill, will not be taken into account for computing the service charges. Quoting unworkable rate of service charges will not be considered and is liable to be rejected. The decision of the Director in this regard will be final and no further correspondence will be entertained.

Service Tax will not be paid by the University as the University is exempted from payment of Service Tax and hence not to be included in the price quoted.

1.24. **Other Terms and Conditions are enumerated in Annexure –I.**

1.25 In the tender documents and all its annexures / schedules, bidder and tenderer are interchangeably used and mean one and the same similarly the terms service provider, contractor and housekeeping service provider mean one and the same. Housekeeping service includes cleaning of all areas within the campus.

ANNEXURE - I

General Description of Service and other terms and conditions for proposed service

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

2.01 The contractor may be asked to furnish to the IMU the details of the house keeping personnel posted in the IMU-KC before posting at campus and any changes thereof within 24-hours of the same. IMU-KC reserves the right to reject any person posted in IMU without assigning any reason

2.02 Details of the Buildings to be covered and approximate Number of Housekeeping staff required for each of the buildings in campus for the providing the House keeping services for the IMU – KC is estimated as 28 and listed in Schedule-I to this annexure. The list is indicative, IMU – KC reserves the right to vary the total number of persons to be deployed and also individual allocation to various buildings of IMU-KC Campus.

2.03 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 – KC and the responsibility for providing necessary relievers, whenever a house keeping person 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.

2.04 Working hours: From 9.30 a.m to 5.30 p.m
(IMU – KC may amend the working hours for the full set of persons deployed or for different set of persons deployed by the service provider)

B. SCOPE OF WORK

2.05 Nature of work in Class rooms in different Departments / Schools, Hostels, Office buildings etc.:

The contractor shall do and perform all such House Keeping Services, acts, matters and things connected with the cleaning, housekeeping etc. using appropriate machinery, vacuum cleaner, floor cleaning machines, as per the direction enumerated herein and in accordance with such directions, which the IMU - KC may issue from time to time and includes:

2.06 DAILY CLEANING:

- a. Sweeping of front road entrance & parking area. Removal of paper, plastics, from the area between the wings and around the hostel & removal of mud, silt, all types of waste material and unwanted material from the location & its disposal at given location before 10:00 a.m. every day.
- b. Sweeping and moping of floors, lounges, Hostel Warden's office with floor cleaner & disinfectant (dilution of material as prescribed on packing).
- c. The surroundings of all the buildings to be swept / cleaned and maintained neatly
- d. Waste generated from the buildings to be removed daily twice and placed in the waste bins or specifically identified locations. All such waste, garbage, trashes, dusts are to be Collected from all the dustbins in hostels, veranda/corridors, offices, lounges, Computer room etc., twice a day & segregated (biodegradable, recyclable and other material) and to be removed from all the bins and other waste/garbage/ trashes locations in the campus and to be disposed off on daily basis, duly complying the applicable norms including the Municipal corporation norms and as per the directions of IMU-KC in this regard.
- e. Sweeping, moping with floor cleaner & disinfectant and removal of mud, silt, all type of waste & unwanted material from all staircases, verandas & Corridor floor once a day. Wherever required by IMU, appropriate machines to be used by the bidder.

- f. Cleaning of all Toilet blocks floor, dado, glasses, door panel, window panels, mirror and plumbing fixtures, Urinals, Washbasin and W.C. pans **three times a day (in the morning before 9 a.m., in afternoon during 1-2 pm & during evening between 4-5 p.m.)** with toilet cleaner as per time schedule.
- g. Cleaning and removal of chock-up of toilets, Nahani trap, W.C., Urinals, washbasin, drainage lines, chambers and main chamber. No water-logging should be there in the toilet areas. Clear draining of water and excreta/urine is to be maintained. Drainage systems are to be kept operational and checked every day. In case of blockage clearing/ repair/ unblocking, it should be done immediately. Removal of Drainage blocks/ Choke-up in sewage lines and manholes on occurrence.
- h. Cleaning of water cooler & its surrounding area twice a day with spiral.
- i. Cleaning of chairs, tables & other furniture, computer room, office, Notice board with clean wet, clean cloth.
- j. Cleaning of all staircases & Veranda / Balcony railings with wet & dry floor duster.
- k. Continuous dry moping in all corridors & connected area.
- l. Sweeping & moping of canteen area. Collection & segregation of dry & wet garbage twice a day and storage at given location as per direction of IMU representative.
- m. Stop the entry of stray animals in the IMU premises and cleaning of dust made by them on floor with disinfectant.
- n. Shifting of mattress, furniture (mattress, table, cotes, cupboard etc.) & collected unwanted materials inside the Hostel or anywhere in the campus as per instruction of IMU-KC representative.
- o. Cleaning of each and every room and bathroom everyday in all hostels.
- p. Sweeping of all roads/ platforms inside the Campus area and at any other place as and when required by the representative of IMU.

2.07 WEEKLY CLEANING:

- a. Hard cleaning of all toilets blocks floor, dado, glasses, door & window panels, mirror plumbing fixtures, W.C. pans, Urinals and Washbasin, piping, Hand rails and cobweb removal with required sanitary materials &

- High pressure cleaner, floor scrubbing & hand scrubbing machine (preferably every Saturday).
- b. Collection of Unwanted material and solid waste collection from building surrounding up to the fence and disposal at given location.
 - c. Removal of old sanicubes & Naphthalene ball from Urinals & washbasins. Checking & putting 2 Nos. Naphthalene balls & 1 No sanicubes in each urinal & washbasin.
 - d. Every Saturday sweeping & moping of floor with disinfectant (As per dilution prescribed on material packing), cobweb removal, furniture cleaning, cleaning of window glass panels & door panels from inside & outside of all rooms.
 - e. Washing of all dustbins from the corridor with disinfectant and cleaning material.
 - f. Removal of cobwebs from all wings at all heights in the corridor, staircase, verandas, foyer, lounge, offices, computer rooms & open spaces, furniture etc.
 - g. All flooring has to be scrubbed, washed & cleaned by floor scrubbing machines, wet & dry vacuum cleaner, & liquid floor cleaner as per dilution factors given on branded items.
 - h. Cleaning of storm water drains by flashing with water and removing the waste material from it & disposing it as per direction of IMU-KC representative.
 - i. Removal of cobweb from all wings at all heights from outside the Hostel building.
 - j. Cleaning & wiping of tube lights, fans & exhaust fans.
 - k. Cleaning of electrical fittings, electrical panel from outside & the area behind the electrical panel.
 - l. Cleaning of plinth protection from building surrounding inside the compound and removal of wild growth from plinth protection.
 - m. Cleaning of all glass panels with glass cleaning agent from inside & outside.
 - n. Terrace, parking, concrete walk ways, roads & building surrounding area to be cleaned with bleaching powder during rainy season.

- o. Cleaning of all open areas in the Campus including playgrounds or any other work specifically instructed by the Director-IMU-KC or DR-Admin or any other authority of the University.

2.08 MONTHLY CLEANING:

- a. Lobby, office, porch, ramp, outside area & floor to be scrubbed & cleaned with scrubbing machines, wet, dry vacuum cleaner and liquid floor cleaner as per dilution factors given on branded items.
- b. Shifting & disposal of unwanted materials after the permission & written letter from Deputy Registrar to given location by University representative
- c. Cobweb removal from in and around the building.
- d. Floor cleaning & cobweb removal work at all ducts.
- e. Terrace cleaning with bleaching powder during rainy season.
- f. Cleaning ceiling fans & exhaust fans with wet & dry dusters and required cleaning material.
- g. Cleaning of Water sump and Over head tank

2.09 HOUSEKEEPING:

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

- a. Emptying all dustbins and their cleaning by 09.45 am. This includes separating recyclable material and collecting.
- b. Cleaning of all corridors, staircases by 11.30 am.
- c. Cleaning of furniture, cob webs, railings, any other tables and chairs etc.
- d. Cleaning of outside premises by 1.00 pm.
- e. Swabbing and cleaning of corridors, staircases once more.
- f. Shifting of furniture or such other materials, debris etc. as and when required by IMU-KC
- g. Sweepers should not leave allocated premises and should bring food etc. with them
- h. Sweeper also should not be doing any private work like washing clothes etc. during duty hours.
- i. Each sweeper should be provided with his own bucket, broom, plastic pan, swabs, cob web removing broom, phenyl, bleaching powder, harpic and a

register to take signatures. A space can be provided for them to keep their kits.

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

- a. Taking round after every one hour of the entire Campus & hostels to check whether cleaning is happening as per schedule.
- b. Ensure that the sweepers do not move out of the allocated premises during duty hours.
- c. Ensure that daily and weekly cleaning schedule is maintained.
- d. Ensure that signature is taken from the concerned after cleaning.
- e. Ensure that all registers are maintained and checked and counter signed by the Hostel warden and contractor on a daily basis.
- f. Report to the contractor for supplies, duties and all duty related matters.
- g. The supervisor will have nothing to do with the hostel matters other than maintaining cleanliness and hygiene in hostels.
- h. They should inspect hostel rooms and bathrooms on a daily basis. At least one third (1/3) of the rooms should be inspected daily to make sure that cleaning has actually happened as per the requirements. In case of any problem ensure re-cleaning immediately.
- i. Supervisors cannot leave hostel premises for lunch etc. they are advised to bring food.
- j. Maintenance and production to IMU-KC, on demand, of all the relevant records, registers, bills, etc. relating to materials consumed, housekeeping personnel deployed, statutory compliances etc.

2.10 Materials / Consumables:

Adequate quantity of the cleaning materials and Consumables as listed in the price bid format should be used daily for keeping the Buildings in a neat, clean and hygienic manner.

Required minimum quantity to be used every month is listed in Price Bid format. If the minimum quantity is not used, corresponding deduction as deemed fit by IMU – KC will be made from the monthly bill.

Adequate stock of the above materials should be kept in the University Premises allotted by the Deputy Registrar. Assistant Engineer (Civil) or person authorized by the Campus Director will, at any time, inspect the above stock and report to Campus Director or Dy. Registrar to find out any deficiency. A register as prescribed by IMU-KC is to be maintained showing opening stock, receipt, issue and closing stock of materials, (with item wise, day wise details.) and a item wise monthly consumption summary may be sought by IMU-KC along with bill with confirmation from service provider.

2.11 The service provider should also supply all necessary safety consumables like gloves, masks, etc without any additional cost.

2.12 House keeping personnel deployed by the service provider should operate the housekeeping & cleaning machines / equipments provided by the service provider or by IMU-KC.

C. TENDERER'S REPRESENTATIONS AND WARRANTIES

2.13 The selected tenderer hereby represents, warrants and confirms to the IMU-KC that:

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

2.15 The personnel deployed by the service provider for the job shall meet the following requirements:

- Should be medically fit, sincere, active and energetic
- Should possess good conduct and discipline
- Should not have any criminal records
- aged between 20-60 years. No Minor Should be engaged

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

2.17 Tenderer 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 Tenderer, and it shall not involve the IMU-KC in any way what-so-ever.

2.18 There shall not be any Master-Servant or Employer- Employee relationship or any legal or Contractual relationship between the University and Housekeeping staff of the contractor for any purpose including any claim, disputes, rights & duties etc between the contractor and his personnel. The house keeping persons 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 other 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 - KC, are the responsibility of the contractor and shall be solely complied with and met by the contractor. IMU-KC shall not bear any penalty / damage / claim /

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 - KC for loss, if any, suffered by / penalty imposed on IMU - KC in this regard.

2.19 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.

2.20 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.

2.21 Housekeeping staff engaged shall be given proper training by the Contractor.

2.22 The selected Tenderer shall arrange to have a Branch Office in Kolkata, if not already existing.

D. TENDERER'S COVENANTS

2.23 The selected Tenderer will issue detailed working instructions to their employees which should have prior approval by the director, IMU KC. This, inter-alia, implies that each individual should know and execute his responsibilities, as per the instruction issued to them by IMU-KC. The administrative issues like leave, weekly off, discipline etc. of the house keeping personnel are the responsibility of the contractor

2.24 The Tenderer shall supply ID-cards to the persons engaged by him. The IMU-KC may not allow any employee to enter the IMU-KC Premises without ID Card.

2.25 The contractor shall provide Supervisors / Asst. Supervisors wherever the house keeping services are provided. They shall be in-charge for the overall act of cleaning in respect of that building/ section/ units/ wards

- 2.26 The Tenderer should maintain a personnel deployment register for recording the attendance of the employees, as per the specification given by the Assistant Engineer (Civil). The Contractor shall also provide, along with the every monthly bill, a self certification that he had raised the bills only to the extent of the deployment of his personnel and corresponding amount paid to them, Materials / consumables used Plus the applicable service charges. He should also enclose a certificate to the effect that the adequate materials have been used for the required level of cleanliness. Bill payment will be subject to certification of deployment of personnel, work done and usage of materials by IMU-Official authorised by Director, IMU-KC. The Contractor has to give an undertaking (on the format), which may be countersigned by the concerned official of IMU-KC, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards
- 2.27 Housekeeping staff on off duty will not be allowed to visit any duty points.
- 2.28 The right to increase/decrease the strength of Housekeeping staff posted at any time rests with the IMU-KC. Unit rates shall be applied in case of such increase / decrease of the strength of housekeeping staff without any corresponding increase for material cost, unless specifically communicated by IMU-KC. Similarly IMU-KC reserve the right to increase / decrease the cleaning materials / consumables based on its re-assessment of actual quantity necessary for tidy maintenance of the campus.
- 2.29 The following documents will be maintained by the Tenderer:-
- a) Daily Attendance Register
 - b) Stock Register of consumables
- The above Registers should be submitted to the Assistant Engineer (Civil) or his Representative for verification on daily basis and/or whenever required.
- 2.30 The equipments/tools/machineries/floor cleaners/vacuum cleaners required for House Keeping services will be supplied by the Tenderer, cost / hire charges of which is to be included in the Profit margin or Service Charges

quoted by the Tenderer and no such equipment / tools etc. will be provided by IMU-KC.

2.31 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 House keeping staff of the Tenderer 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-KC will be final and binding on both parties.

2.32 It shall be binding on the Tenderer and their staff that, during their association with the IMU-KC, if they are given, prepare, produce or otherwise receive any drawings, samples, prototypes, products, equipment or knowledge of such items, NOT to divulge the same to any party private or public. Such activities will attract immediate termination of this agreement with appropriate Compensation to the IMU-KC.

2.33 Food, Accommodation arrangements for the service provider's personnel will not be provided by IMU-KC

2.34 Commencement & Duration of the Contract:

The period of agreement will be initially for one year from the effective date as per the order awarding the contract/ acceptance by the IMU – KC. IMU-KC is likely to instruct the successful bidder to commence the Work from 1st January 2017. Subject to the providing of House Keeping Services to the satisfaction of IMU-KC and at the sole discretion of IMU-KC, the contract is extendable further by one year at a time up to a maximum of 2 years at the same rates and other terms and conditions. In any case, total period of contract will not exceed 3 years i.e. initial one year plus two extensions of one year each.

2.35 Review:

The contract is subject to quarterly appraisal and reviews by the authorities of IMU-KC and in case the job performed is not found to be satisfactory, the contract shall be terminated by giving one month notice to this effect.

However, the contract can also be terminated by giving a written notice of three months by either side. A record of every lapse small or big will be maintained by the IMU-KC & if required, a weekly meeting with the representative of the Contractor and the Assistant Engineer, Civil or person authorized by the Director will be held and minutes of the same recorded for compliance, thereof. A monthly meeting with the Contractor or authorized Representative of the contractor will be held for follow-up actions.

2.36 The selected Tenderer shall be responsible and liable for and shall indemnify IMU-KC and keep the IMU-KC indemnified, safe and harmless at all times, against:-

Any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature, whatsoever made or instituted against or caused to or suffered by IMU-KC directly or indirectly by reason of:-

- 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 Tenderer and / or any of his Staff.

2.37 The Tenderer shall take day to day instructions from the Assistant Engineer (Civil) or any other officer authorised by director.

2.38 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-KC 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 - KC and concerned authorities immediately of any serious or fatal accident. No amount will be reimbursed to the contractor by IMU-KC, in this regard.

2.39 The service provider shall be responsible for the good conduct and behaviour of his employees. In the event of any misdemeanour like sleeping during duty, being under the influence of liquor/drugs or indecent or insolent behaviour by any housekeeping staff or the housekeeping staff found misbehaving with the staff member / student of the IMU-KC or found abetting with another person in any sorts of misdeeds, the service provider shall terminate the services of such of his employees on the recommendation of the Director or any other officer designated by the Director of IMU-KC. 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-KC, failing which it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IMU-KC will be imposed. The service provider shall issue necessary instructions to its employees to act upon the instructions given by the Assistant Engineer (Civil) or persons authorized by the Director, IMU-KC.

2.40 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-KC from time to time, relating to the House Keeping Services.

2.41 All correspondence regarding Housekeeping & payment of bills etc., or any other matter shall be done only with the Director, IMU - KC through AE (Civil) or any other officer authorized by Director

2.42 Security Deposit

2.42.1 Within 3 days of the successful bidder's receipt of notification of award from IMU-KC, the Bidder shall furnish a Security Deposit at

the rate of 5% of the contract value in the form of an A/C Payee Demand Draft drawn in the name of Indian Maritime University, payable at Kolkata towards due compliance of contract obligations to the satisfaction of the IMU-KC and to make good any loss or damage caused to the IMU-KC owing to acts in pursuance/violation of terms herein. The EMD already paid can be adjusted towards the Security Deposit, and in which case, the balance of security deposit is to be paid within 3 days of notification of award by IMU - KC. If the bidder fails to submit the Security deposit to IMU-KC within the stipulated time, IMU 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.

- 2.42.2 The Security Deposit will be discharged by the IMU-KC and returned to the House keeping service provider not later than 90 days following the date of completion of the House keeping service provider's performance obligations.
- 2.42.3 The proceeds of the Security Deposit shall be payable to the IMU-KC as compensation for any loss(es) incurred by IMU-KC resulting from the failure of the House keeping service provider to meet out its obligations under the Contract, as determined by IMU-KC. This shall be in addition to any other action/ penalty taken by IMU for delays/ default/ failure on the part of the House keeping service provider.
- 2.42.4 If there is any delay in payment of Security deposit beyond the specified or extended time as per Clause 1.22 interest at the rate of 18% per annum for the period of delay may be charged by IMU-KC, in the event of IMU KC deciding to award the contract even after such delay.
- 2.42.5 No interest is payable on the Security Deposit.

E. PAYMENT TERMS

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

(i) Minimum Wages

Each Housekeeping staff per shift of eight hour duty per day as per the Minimum Wages Act as approved by Government of India in respect Sweeping and Cleaning for Area 'A' applicable for Kolkata Area, as notified by Dy. Chief Labour Commissioner(C). 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-KC. The Contractor should make payment to the House Keeping personnel at the above rates **for the period actually employed in a month before 5th of the following month**. The above base rate/minimum rates of wages include also the wages for weekly day of rest.

(ii) ESI / PF etc.

The contractor should recover the statutory contribution towards EPF/ESI 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-KC. Employer's Contribution with Administrative charges in a month deposited with concerned authorities can be included in the bill for the month. If the amount remitted by the contractor is less than the eligible amount relating to Employees and Employer's Contribution to the EPF & ESI organizations, such amount will be withheld from the monthly bill made by the 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-KC is entitled to take any action as deemed fit by IMU – KC.

(iii) Bonus

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

(iv) Service Charges

In the Financial bid, tenderers are requested to quote a percentage rate over the base rate [Basic + VDA] towards their service charges covering all their incidental charges as per terms and Profit Margin of the service provider. Service charges so agreed shall cover all liabilities and obligation as per the terms and conditions of contract, incidental expenditure and the cost of equipment/tools required for Housekeeping services and all other liabilities of the service provider including profit margin of the service provider.

(v) Consumables:

Payment for supply of daily consumables necessary for providing Housekeeping services to maintain the premises in neat and clean condition will be paid based on actual utilisation of the materials as certified by the service provider with necessary supporting documents. IMU-KC reserves the right to determine the documents, registers to be sought for ascertaining the actual consumption quantity/quality. IMU – KC's decision is final with regard to consumption quantity of materials/quality. Before quoting the rate in the financial bid, the tenderer should visit the buildings as given in the Schedules to assess the quantum and cost of cleaning materials required for the House keeping services. No escalation over the price quoted for the materials will be considered by the IMU-KC. If IMU KC asks in writing to increase / decrease the quantity of materials, there will be corresponding addition / deduction based on the individual price quoted by the bidder.

2.44 Submission of bills:

The contractor should submit the bill to the University on or before the 20th day of the succeeding month along with supporting documents as determined by IMU-KC including the following pertaining to the previous month:

- (i) proof of payment of the wages paid to the House Keeping staff

- (ii) proof of deposit of Employee & Employer's contribution towards EPF and ESI remitted to the respective organizations within the due date as stipulated in the respective statutes
- (iii) Wage Bill Register in format prescribed by IMU,
- (iv) Copy of Bank advice memo for crediting to the individual SB account of the House Keeping staff,
- (v) Any other documents / proof as required by the Director /Assistant Engineer (Civil) for verification 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 all the House Keeping personnel. The contractor should furnish a certificate to this effect. Difference, if any, between the Net amount payable to the House Keeping personnel and amount credited to the Bank for disbursement to the respective SB accounts of the House keeping staff, will be withheld from the bill of the service provider.

2.45 Disbursement of Bills:

- (i) The University will, after verification of the claim for its correctness, make payment within fifteen working days after the date of receipt of the claim, complete and correct in all respects, from the contractor. 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 Kolkata Campus Branch and make all payments relating to housekeeping in IMU-KC to his house keeping staff through fund transfer from the said current/ SB Account and through the SB Accounts of housekeeping persons deployed by the contractor in IMU-KC. No cash payments should be made to any House Keeping personnel whether it is wages or advance. Such cash payments will not be considered by the IMU-

KC, as payment by the service provider. In this regard, IMU-KC, if deemed necessary, may seek proof bank accounts of the persons deployed by the service provider in the format prescribed by IMU-KC.

2.46 Recoveries from persons deployed by service provider:

The tenderer should **NOT** recover any amount from the wages payable to the House keeping personnel **OTHER THAN**

- i. Employees portion of EPF / ESI Contribution as per rules
- ii. Towards penalty/fine, if any, imposed on account of lapse/failure, etc on the part of the House keeping staff relating to his/her duties/works

2.47 Setting off of service provider's bills:

IMU-KC shall be entitled to set off against and deduct and recover from the service charge and any other sums payable by IMU-KC 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-KC under this Agreement.

2.48 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 housekeepers/supervisors absent on that particular day may be levied by IMU-KC and the same shall be deducted from the contractor's bills.

- b) Housekeeping 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.1000/- (Per staff)
- c) No employees will be permitted to attend the duty 2 hours after reporting time. In case of late reportings (30 minutes max.) of housekeepers more than 3 times in a month, half day pay cut per late reporting will be fined. IMU-KC may ask to the service provider to remove the persistent late comers and frequent absentees and to provide replacement without affecting the work.
- d) In case of housekeeper/supervisor not present in the duty place after marking attendance Rs. 1500/- will be fined.
- e) Non supply of cleaning material such as Phenyl, Soap Oil, Glass cleaning liquid (Colin), floor cleaning liquid, cleaning acid and consumables like naphthalene balls and urinal cakes - Rs. 1000/- (Per location)
- f) Misuse of official telephone or computer Rs.1000/- (in addition recovering the actual cost of misuse)
- g) 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)
- h) In case of any unsatisfactory service, deduction upto 10% of the amount due for the month will be imposed on the service provider. In case of late attendance/absence during working hours/loitering during working hours by any personnel of the service provider, the Assistant Engineer (civil) or any person authorized by the Director reserves the right of reduction of any amount from the bill payable as it may deem fit
- i) In case any public/student/staff complaint is received attributable to misconduct/misbehavior of contractor's personnel, proved to the satisfaction of the Director, a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from

contractor's bill. Further the concerned contractor's personnel may be removed from IMU-KC's system immediately.

- j) In case the contractor fails to commence/execute the work as stipulated in the agreement, IMU-KC reserves the right to impose the penalty as detailed below:-
 - i. 20% of cost of order/agreement per week, up to four weeks of delay.
 - ii. After four weeks delay, IMU reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably through other contractor(s).The difference if any maybe recovered from the defaulted service provider. contractor. and also the defaulting contractor may be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

(i) if any of the tender condition is violated, IMU-KC has the right to impose any penalty as deemed fit by the IMU-KC's administration.

(j) 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.

F. TERMINATION

2.49 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-KC in connection with and under this Agreement up to the date of such termination. In case of withdrawal by the service provider, before completion of one year, Security deposit will be forfeited. With drawl by

contractor without advance notice of 3 months may lead to black listing in addition to forfeiture of Security deposit.

- 2.50 In case of breach of any of the terms of this Agreement by the contractor, IMU-KC shall be entitled to terminate this Agreement immediately without giving any written notice to the Contractor for the same. In such a case, IMU-KC shall be entitled to retain hereunder or which become due after termination thereof, any amount which, according to IMU-KC is due and owing to it by the contractor arising directly under this Contract.

G. POST TERMINATION RESPONSIBILITY OF THE CONTRACTOR

- 2.51 Upon termination of this Agreement, the contractor shall immediately deliver to IMU-KC all the Documents and any/all data, held by it and which are in possession/custody/control of his staff, to IMU-KC. The contractor shall also forthwith remove all his staff together with his machines/equipment whatsoever from the premises of IMU-KC as directed by the IMU-KC. This is further subject to the fact that IMU-KC may at its option direct the contractor to finish any particular work/works which may at the date of termination stands incomplete in full or part.
- 2.52 Any breach of the obligation or delay in its implementation shall without prejudice to IMU-KC's other rights at law will, result in levy of compensation at the rate of Rs.10,000/- per day with interest thereon at the rate of 18% per annum. This amount may without prejudice to all other rights of recovery vested as per law with IMU-KC also be recovered from the amount outstanding to the service provider.

H. NON EXCLUSIVE

- 2.53 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-KC's interests, rights, remedies under this Agreement or in law.

I. Arbitration & Jurisdiction

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

J. AGREEMENT

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

Director

Signature

Authorized representative with Seal

Schedule – I to Annexure I:

<u>Tentative Manpower Deployment - subject to change as per directions from IMU from time to time</u>		
SI	Area	Requirement No. of Manpower to be deployed for Housekeeping Work
1	Junior Hostel	3
2	DNS wing of Junior Hostel	1
3	Senior Hostel	2
4	L Wing of Senior Hostel	2
5	240 Seated East Wing Hostel	2
6	240 Seated West Wing Hostel	2
7	OBC Hostel - G + 3 floors	4
8	Auditorium / Gym / Swimming Pool	1
9	Administrative Building/dispensary	0
10	Old Academic Block	1
11	New Academic Block - West	1
12	New Academic Block - East	1
13	Workshops	2
14	Girls Hostel	1
15	All Internal Roads, paths & pavements, drains, within Campus, Play fields, children's park, parking lots, other open areas	4
	Total Housekeeping Personnel	27
	Supervisor	1
	Total Manpower to be deployed	28

The above deployment details are only tentative. Housekeeping staff of the service provider have to be deployed in the other locations within Taratala Campus / in Guest house / in its Management Block Campus / or in any other location of IMU/ or the work assigned as per the directions of IMU – KC 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.

Annexure-II

(Technical Bid-Cover 1)

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

Tender for "Providing House Keeping Service at Indian Maritime University
KC) at Kolkata"

Ref: IMU-KC's Tender Notification No.IMU-KC/Housekeeping/2016/EC dated:
09.11.2016

From

Name & Address of the Bidder

Ph:

Email:

To

The Director,
Indian Maritime University,
East Coast Road,
Uthandi, Kolkata - 600119.

Dear Sir,

We hereby submit our Technical Bid for "Providing House Keeping Service at Indian Maritime University KC at Kolkata" as detailed below.

1. Experience in the business of providing Similar Service Since 2011-2012 or earlier:

Sl	Eligibility Criteria details	Bidders Confirmation
1	Whether in the business of Providing Similar Service Since 2011-2012 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 (2011-12 to 2015-16):

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 2011-2012 to 2015-16 & thereby meet this eligibility criteria (Yes / No)	
a)	At least one similar service with a minimum value of Rs.24 lakhs: (Yes / No)	
b)	At least two similar services with a minimum value of Rs.18 lakhs (Yes / No)	
c)	At least three similar service to the value of Rs.12 lakhs each (Yes / No)	

1. 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 (2011-12 to 2015-16) [in proof of sl. No. 2-A above]:

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

** - May add more rows as required

Note: "Similar service" means the bidder should have the experience of having entered a contract for Providing House Keeping Service with Government/Semi-Government/Public Sector/ National level educational institutes like IIT, IIM, NIT, and Universities/Banks/Public Limited Companies".

2. Minimum Annual turnover

(Rs. In Lakh)

Sl	Eligibility Criteria details	Bidders Confirmation	
(i)	Whether the bidder has a minimum Annual turnover of Rs.45 lakhs during each of the last three Financial years (2013-14, 2014-15 and 2015-16) [YES / NO]		
	Year / Proof enclosed	Turnover	Page No.
(ii)	2013-14 /		
(iii)	2014-15 /		
(iv)	2015-16 /		

3. Other Eligibility Criteria & Essential requirements details:

Sl	Eligibility Criteria details	Bidders Confirmation / Details	Details of Proof enclosed	Page No.
(i)	Whether the Bidder have a valid PAN and other statutory requirements as per Rules in force [YES / NO]		Copy of PAN & Last three years Income Tax Returns (2013-14, 14-15; 15-16 enclosed)	
	Whether the Bidder has covered their Staff employed under ESI and PF and other statutory obligations [YES / NO]			
	Whether obtained License Under Contract Labour (R&A) Act [YES/NO]			
	Whether the Bidder has been debarred or blacklisted by any Government department/agency in the past 5 (five) years (2011-12 to 2015-16) on account of fraudulent or corrupt practices or inefficient/ineffective performance [YES/NO]		Declaration to this effect	
	Whether the Bidder has attached EMD for an amount of Rs 60,000 from Nationalized or scheduled bank [YES/NO]		Original DD No. _____ enclosed with technical bid	
	Whether the bidder inspected the site. If so, date and time of inspection of site: [YES/NO] Form of Organization [Sole proprietorship / Partnership / PVT Ltd Company etc]:		NA	NA
(a)	Provident Fund Number			

(b)	ESI Number			
(c)	Other Modes of Proof enclosed			

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

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

Declaration

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

Date: _____ Signature with Seal of Authorized Signatory
Place: _____

BIDDER MEMORANDUM & UNDERTAKING

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

1. General Description

"Tender for Providing Sanitation, Cleaning & House Keeping Services at Indian Maritime University Kolkata Campus at Kolkata". Tender No. IMU-KC /Housekeeping/2016-17/1

6. Period of Contract:

One year from the date of commencement or work.

[The contract is extendable at the same terms and conditions by one more year subject to providing of House Keeping Services to the satisfaction of IMU, at the option of IMU]

7. Delay in commencement of Service and forfeiture of Earnest Money Deposit & Undertakings by the Bidder

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

to terms and abide and Fulfil all conditions annexed hereto and all the terms and provisions contained in the all parts of the tender documents so far as applicable and/or in default thereof the EMD paid by me will be forfeited in favour of IMU-KC

b) To execute all the Services referred to there in the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered by IMU.

c) I/We hereby agree to abide by all terms and conditions laid down in tender Document.

d) 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 myself/ourselves abide by the said terms and conditions.

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

SIGNATURE.....

FOR AND ON BEHALF OF

DATE.....

INDIAN MARITIME UNIVERSITY - KOLKATA CAMPUS

TENDER NO.IMU-KC/Housekeeping/2016/EC

**TENDER FOR PROVIDING HOUSE KEEPING SERVICE AT IMU KOLKATA
CAMPUS**

FINANCIAL BID

VOLUME-II

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 (Kolkata Campus),
Taratala, Kolkata – 600 119.
Tamil Nadu, INDIA.

Sir,

Being duly authorised to represent and act on behalf of hereinafter called "the bidder" and having visited the site and examined the Conditions of Contract, Specifications, Schedules and Bill of Quantities for the Tender for "Providing Sanitation, Cleaning & House Keeping Services at Indian Maritime University-Kolkata Campus at Kolkata.

1. We offer to execute the work in conformity with the said Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of Rs..... (Rupees)(Rate shall be filled in). Detailed price bid enclosed.
2. We undertake, if our Tender is accepted, to achieve completion of the service for the periods specified in this Schedule.
3. We agree to abide by all the terms and conditions of the Tender in all its parts including its annexure & forms, for a period of One year from the date of commencement of work as per the tender document or such further period as may be mutually agreed, it shall remain binding upon

us and may be accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period of One year or such extended period as mutually agreed upon, I/We forfeit and forgo the Security Deposit to IMU - KC

4. Unless and until a formal Agreement is prepared and executed, this Tender, together with our written acceptance thereof, shall constitute a binding Contract between us.
5. I / We understand that the Indian Maritime University (Kolkata Campus) reserves the right to,
 - a) Amend the scope of tender and value of contract under this work;
 - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender(s).

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

6. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.
7. We agree to execute all the works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be communicated by IMU-KC.

SIGNATURE.....

FOR AND ON BEHALF OF

.....

DATE

INDIAN MARITIME UNIVERSITY- KC

Priced Bill of Quantities For Providing House Keeping Services at Indian Maritime University KC at Kolkata.

PRICE BID

Providing House Keeping Services at Indian Maritime University KC at Kolkata as per the scope of work mentioned in Annexure-A of 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 service tax), levies, duties, Bonus and service charges etc.

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

Sl.	Description	Amount in Rupees	
		Housekeepers	Supervisors
1	Wages Basic per head – Per month** (Basic Minimum Wages per day x 26 days)	180	180
2	Wages VDA per head – Per month** (VDA on Minimum Wages per day x 26 days)	194	194
3	Sub - total [Basic + VDA] = Minimum wages per day	374	374
4	14% additional pay for supervisor		52
5	Total per day (Basic + VDA+ Addl pay for Supervisor)	374	426
6	Wages (Basic + VDA+ Addl pay for supervisor) per head – Per month** (Minimum Wages per day x 26 days)	9724	11076
7	Leave Salary 24 days Salary per Annum	640	729
8	Wages + Leave Salary per month	10364	11805
9	P F @ 13.36% of Sl. 1 - Per Month## per head	1300	1480
10	E S I @ 4.75% of Sl. 1 – Per Month## per head	462	527
11	Bonus Per month @ 8.33% of Rs 7000 (i.e. minimum limit) - per head	584	584
12	Total manpower cost Per Head (8+9+10+11) per month	12710	14396
13	No. of Persons to be deployed	27	1
14	Total cost per month (11 x 10) for all persons	343170	14396
15	Total cost per annum (12 x 12) for all persons	4118040	172752
16	Service charges per Head (as a % of Sl. No. 6) % [This should also cover other statutory liabilities, if any, not mentioned between sl no. 1 to 11, apart from profit margin for the bidder]		
17	Total Manpower cost as per Sl No. 15 (for both house keepers and supervisors deployed)	4290792	
18	Total Manpower cost as per Sl No. 17 + Service Charges as per Sl. No. 16 (for both house keepers and supervisors deployed)		
19	Total Cost of All Materials / Consumables- As per Annexure		
20	Total Manpower cost + cost of Materials/ consumables + Service Charges for the service provider including their profit margin covering all the obligation of the bidder as per the tender document [17+18+19]		

Note: All figures should be round to nearest rupee- paisa to be ignored

Price Bid Format B - for Materials and Consumables:

S.No.	Materials	UOM	Qty to be used per month	Total Value (Individual Rates incl. Of all taxes x Qty) [Rs.]
1	Scented Phenyl Concentrated / Germ free	Litre	125	
2	Soap Oil / All clean	Litre	125	
3	Harpic Liquid Toilet cleaner (500 ml)	Litre	10	
4	Coconut / stick broom	Kgs	20	
5	Hill broom/grass broom	No	30	
6	Vim cleaning powder	Kgs	10	
7	Urinal cubes	No	50	
8	Naphthalene balls white (Big)	Kgs	5	
9	Toilet brush (EWC)	No	10	
10	PVC Wiper	No	10	
11	Air Freshner (Flora, Odonil)	No	50	
12	Bleaching Powder ISI	Kgs	50	
13	Mop with stick	No	20	
14	Yellow cloth / Mopping cloth of mopping set	Metres	50	
15	Dettol	Litre	3	
16	Scotch Brite	No	20	
17	Plastic garbage bag (200 ltr)	Nos	500	
18	Plastic garbage bag (100 ltr)	Nos	500	
19	Soap - Haman/ Medimix (Small)	Nos	30	
20	Acid	Litres	100	
21	Sabeena	kgs	2	
22	Waste cloths	Mtrs	2	
23	Hand Gloves	Pair	6	
24	Drainex cleaner (Kivi)	Nos	10	
25	Buckets	Nos	6	
26	Mugs	Nos	6	
27	Dust bin	Nos	4	
28	Hand Plastic shove for picking waste etc	Nos	6	
29	Fragrance odour repellent cake-stick for urinals	Nos	50	
30	Cobweb cleaner	Nos	1	
31	Total Cost per month (inclusive of all taxes)			
32	Total Cost per Annum (inclusive of all taxes (Total cost per month x 12) - to be shown in consolidated price bid			

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 Housekeeping services 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 housekeeping persons required by IMU to be posted in future, they would be posted with the existing quoted rates and terms and conditions of the contract. If IMU KC scaled down the no. of persons, then the total rates would be proportionately reduced applying individual rates applicable for manpower. Similarly, if material / consumable quantity enhanced / decreased by IMU-IC, the rates for materials would be proportionately enhanced / reduced, as the case may be, applying the rates quoted by the lowest bidder.
- (3) If the responsibility of the bidder to ensure all statutory liabilities as per various labour and other legislations. If the bidder has any queries or has different views / interpretations on the various minimum statutory limits which are pre-filled in the above price bid format, then, the bidder should get the point clarified after submitting necessary supporting documents/ rules / notifications. If the pre-filled values has been altered in the price bid, without submitting reasons and supporting documents / rules / notifications and before acceptance of the same by IMU-KC, then the bid will be treated as not responsive and hence would be rejected, even it becomes lowest and the work may be awarded to the next lowest responsive bid.