



Indian Maritime University
(A Central University Govt. of India)
East Coast Road, Uthandi, Chennai 600 119.
Tel: (044) 2453 0343/45, Fax: 2453 0342

Tender No. IMU-HQ/R/71/34/1/2018-PUR

19.06.2018

TENDER NOTIFICATION

Sealed tenders in two bid system are invited from reputed and established Service Providers for outsourcing of manpower to perform official works in Indian Maritime University, Headquarters. The Tender Document can be downloaded at free of cost from IMU's website www.imu.edu.in from 19.06.2018 onwards. There shall be a pre-bid meeting on 27.06.2018. Last date for receiving tender at IMU HQ is 15:00 Hrs on 09.07.2018.

REGISTRAR

TENDER ABSTRACT

1	Title	:	Tender for Outsourcing Services at Indian Maritime University-Headquarters
2	Notice Inviting Tender No.	:	Tender No. IMU-HQ/R/71/34/1/2018-PUR dated 19.06.2018
3	Tender document download date	:	10:00 hrs on 19.06.2018
4	Pre bid meeting	:	03:00 PM on 27.06.2018, Indian Maritime University, Headquarters, Chennai-600 119.
5	Last date and time for receipt of bids	:	15:00 Hrs on 09.07.2018
6	Date and time for opening of Technical bid	:	15.30 Hrs on 09.07.2018
7	Date and time for opening of Financial bid (for technically qualified bidders)	:	To be intimated later
8	Period of contract	:	The contract will be initially for a period of one year, extendable by another two year, one year at a time subject to the satisfactory performance of the Outsourcing Agency at the same rate, terms and conditions and at the sole discretion of IMU- Headquarters.
9	Estimated cost of the Tender	:	Rs. 45,25,000/- (approximately)
10	Validity of tender offers	:	120 days from date of opening of Technical bid
11	EMD Amount	:	Rs.90,000/- in form of Demand Draft payable in favour of Indian Maritime University, Headquarters payable at Chennai.
12	Performance Security Deposit (for finalized bidder only)	:	Rs. 4,50,000/- in the form of Demand Draft payable in favour of Indian Maritime University, Headquarters payable at Chennai.
13	Address for Submission of Tender	:	Registrar, Indian Maritime University Headquarters , East Coast Road, Uthandi, Sholinganallur (PO), Chennai-600 119 Tel:044- 2453 9020 Email: registrar@imu.ac.in

1. Introduction:

The Indian Maritime University (IMU) Chennai is a Central University, established under the Act of Parliament in 2008. IMU invites sealed Tender from Service Providers for Outsourcing Services at INDIAN MARITIME UNIVERSITY, Headquarters which falls under Area A classified by Ministry of Labour and Employment.

2. Instructions to Bidders:

2.1. General Instructions:

- 2.1.1. IMU-HQ invites sealed tenders under two bid system for providing specialized, Highly-skilled, Skilled, Semi-Skilled and unskilled manpower at IMU-HQ, Chennai. The tenders shall be submitted in accordance with condition stipulated in tender in a sealed cover duly super scribed with the name of the tender on the envelope. The tenderers should be of reputed and experienced contractors who have undertaken work of similar nature and magnitude in Government organizations/Large scale industries/MNCs/Other reputed organizations as specified in eligibility criteria.
- 2.1.2. Tender documents consisting of Technical & Financial Bids shall be submitted by the bidders in two separate sealed envelopes, Cover –I **(Technical Bid)**, Should contain the covering letter, Notice Inviting Tender (NIT) signed on all pages, Annexure A, Annexure B, etc. This cover should be sealed and super scribed as **“Technical Bid”** and Cover –II **(Price Bid)**, Should contain only Price Bid (Annexure I)-This cover should be sealed and super scribed as **“Price Bid”**. **Covers 1 & 2 should be kept in a separate main cover and this cover should also be sealed, super scribed as “Tender for outsourcing of manpower to perform official works in IMU-HQ, Chennai”**. The bids should reach latest by 15:00 hrs on 09.07.2018.
- 2.1.3. Sealed bids should be dropped in the Tender Box at Indian Maritime University, Semmancherry, Sholinganallur PO, East Coast Road, Chennai-600 119 or sent by registered post in the address mentioned for communication below and to reach this office by due date and time. Late tenders will not be accepted in any circumstances and no responsibility will be taken for any postal delay or non-receipt/non-delivery of the bid documents.
- 2.1.4. A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by this office prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.

- 2.1.5. The bidders shall submit all details, documents etc. as required in the tender document duly signed on each page. In case bidder fails to do so, IMU-Headquarters reserves the right to reject the tender without seeking any further clarification. All the pages of tender document including the documents enclosed with it should be serially numbered. The total number of pages should be mentioned in the forwarding letter.
- 2.1.6. The bidder shall submit the copy of the tender document and addenda thereto, if any, with each page signed and stamped to confirm the acceptance of the entire terms and Conditions of the tender.
- 2.1.7. All communications with regard to this tender to be addressed to:

The Registrar,
Indian Maritime University
Headquarters,
East Coast Road,
Uthandi,
Sholinganallur PO.,
Chennai – 600 119
Tel: 044-2453 9020
Email: registrar@imu.ac.in

- 2.1.8. IMU, Headquarters at its sole discretion reserves the right to extend last date of submission of tender and the same shall be updated in IMU, Headquarters website and all bidders are requested to visit the website for latest updates.
- 2.1.9. IMU-Headquarters reserves the right to annul the bidding process at any time without any liability for such annulment, without assigning any reason there to.
- 2.1.10. IMU-Headquarters reserves the right to invite revised tenders with or without amendment at any stage without any liability for such invitation and without assigning any reason thereof.
- 2.1.11. IMU-Headquarters shall notify the successful bidder through registered letter/ speed post / fax / e-mail or in person confirming that their offer has been accepted. IMU-Headquarters will issue the Award letter to the successful bidder. This award letter shall indicate the details of services be supplied by the bidder and the amount which IMU-Headquarters shall pay to the successful bidder in consideration of the execution of the contract by them.
- 2.1.12. Upon receipt of the Purchase Order by the Contractor, he shall prepare two sets of the Agreement as per Annexure – 'H' of the tender documents at the earliest without any delay and complete all the formalities and submit the same to IMU-Headquarters duly executed on stamp paper for value of Rs.200/- (Rupees Two Hundred only) within 14 days from the date of receipt of Purchase Order. The agreement should be submitted by the contractor along with the required security deposit. One set of the agreement will be returned to the Contractor after the signature

of authorized signatory of IMU-Headquarters.

- 2.1.13. Quoted rates must be valid for 1 year from the date of issue of work order.
- 2.1.14. If successful bidder fails to enter into contract within 14 days, the next successful bidder may be awarded the contract at the discretion of IMU-HQ.
- 2.1.15. Successful bidder will nominate an Officer/Manager as single point of contact to IMU-Headquarters to promptly address the issues raised by the Campus.
- 2.1.16. The bidder must comply with all the provisions of Rules/Regulations Statutory guidelines applicable to the Outsourcing Staff and shall comply with all necessary registration, licenses, approvals and sanction under the applicable laws.
- 2.1.17. The bidder must comply with all the requirements of the Statutory Authorities under Contract Labour Act, PF Act, ESI Act, Gratuity, Payment of Bonus Act, Professional Tax, WORKMEN'S COMPENSATION ACT etc., including remittance of monthly contributions with authorities concerned in respect of the Outsourcing staff. Proof of remittance of previous months' recoveries (copies of challan) to be attached to every invoice claiming salary for the Outsourcing staff.
- 2.1.18. The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to IMU-HQ. Tenders containing any qualifying conditions or even bidder's clarifications in any form may be treated as non-responsive and will run the risk of rejection. In general, printed terms & conditions shall not be accepted.
- 2.1.19. Bidder who submits more than one tender will be disqualified.

2.2. **Pre-bid Meeting and Clarification:**

IMU shall organize a pre bid meeting on the scheduled date, time and venue as mentioned in Tender Abstract, at Indian Maritime University, Headquarters, Chennai-600 119. The prospective bidders shall submit their queries in writing in prescribed format below in writing to the address mentioned in the invitation of tenders or E-Mail to registrar@imu.ac.in with a copy to dr.purchase@imu.ac.in, three days before the pre-bid meeting and the same shall be clarified during the pre-bid meeting.

Sl.No.	Clause No. & Page No.	Reference Clause Details	Clarification Sought

IMU may or may not incorporate any changes in the Tender document based on acceptable suggestions received during the Pre-Bid Conference. The decision of IMU regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.

2.3. Response to queries and issue of amendments:

- 2.3.1. IMU-HQ will respond to any valid request for clarification, received four days prior to the last date for submission of tender. IMU-HQ decision is final and binding with regard to interpretation of terms used or other tender contents.
- 2.3.2. IMU may, for any reason, suo motu or in response to a clarification by a prospective bidder or bidder, modify the tender documents by amendments (through addenda / corrigenda etc.)
- 2.3.3. Any such amendments will be informed to all the participants in the pre-bid meeting besides hosting on IMU website. All the bidders who had downloaded the Bid Document shall verify, whether any such amendments have been issued by IMU-HQ, 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.
- 2.3.4. Any such corrigendum/addendum shall be deemed to be part or incorporated into this NIT.
- 2.3.5. In order to provide prospective bidders reasonable time for taking the Corrigendum/modifications into account, IMU-HQ may, at its discretion, extend the last date for the receipt of Bids. However, no such request in this regard shall be binding on IMU-HQ.
- 2.3.6. It is the responsibility of the bidder to check the website of IMU-HQ time to time for updates.

2.4. Cost of Bidding:

The bidders shall bear all costs, efforts or their time associated with the preparation and submission of their bids and the IMU 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).

2.5. Completeness of Tender:

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the tender document. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the bidder if complete Information as called for in the tender document is not given therein, or if particulars asked for in the forms / pro-forma in the tender are not fully furnished.

2.6. Deadline for Submission of Proposals:

Tenders must reach the Registrar's office through speed post/ courier or to be dropped in to the box placed in the Registrar's Office, IMU, prior to the last date & time for submission, specified in the abstract. IMU may, at its sole discretion extend the date and time for submission of tenders. Any updates with regard to

such extension or any other communication intended for the bidders / prospective bidders will be made only through IMU's website stated above. Any tender received after the last date and time for submission of tenders prescribed will be rejected.

2.7. Late Proposal:

Any proposal received by IMU after the deadline for submission of proposals prescribed by IMU, will be rejected and kept as an unopened Tender.

2.8. Modification and withdrawal of bids:

- 2.8.1. The bidder may be allowed to modify or to submit revised bid due to corrigendum, addendum, etc., issued by IMU, any time prior to the last date prescribed for receipt of bids, by giving a written notice to the IMU.
- 2.8.2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Proposal.
- 2.8.3. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the of bid validity period specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security/EMD.

2.9. IMU's Right to accept and to reject any or all proposals:

Notwithstanding anything else contained to contrary in this Tender Document, IMU reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Proposals at any time prior to the award of work, without incurring any liabilities in this regard.

2.10. Rejection of Bids:

The bids will be rejected on following grounds:

- a) If any of the eligibility criteria as per the qualification criteria is not met
- b) EMD not submitted
- c) If tender terms and conditions are not met
- d) If bidder gives wrong information in the bid
- e) Canvassing in any form in connection with the bids
- f) If the bid is incomplete /partial bid/ conditional/unclear in any form
- g) Bids submitted after due date and time
- h) Bids are submitted through Telex/Fax/ e-mail (i.e. modes other than by way of speed post/ courier/ dropping in the box provided)
- i) Erasure and/or overwriting (if not countersigned by authorized person)
- j) Bids not signed by authorized signatory

2.11. Bid validity

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

2.12. Bid Evaluation:

- 2.12.1. Tenders will be opened at the Deputy Registrar's office, IMU- Headquarters, East Coast Road, Uthandi, Chennai at 15:30 hours on 09.07.2018. Any bidder who are willing to observe the tender opening, may, in person or through his authorized representative, be present at the venue and witness the tender opening. In case of authorized representative, bidder should send a letter of authorization containing the specimen signature of their representative who is deputed to be present at the time of opening of tender. Representatives without carrying the letter of authorization will not be permitted to witness the opening of the tender. The maximum number of representatives that a bidder can depute to witness the opening of the tender will be limited to one.
- 2.12.2. 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-Headquarters, the tender shall be opened at the specified time on the next working day.
- 2.12.3. The information furnished by the bidder in Cover - I in the prescribed format supplied by the IMU- Headquarters will form the basis for the evaluation. In exceptional cases IMU- Headquarters 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- Headquarters, information and documents supplied in support of the tender do not indicate meeting the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU- Headquarters.
- 2.12.4. After satisfying that all / or some of the bidders have attained the minimum qualifying criteria as detailed above, only technically qualified bidders will be kept and sealed in a separate cover. The Cover- II -Price Bids will be opened in the presence of the qualified bidders or their authorized representatives, if they choose to attend and present. The procedures and number of participants etc., for opening Cover - II will be the same as the procedures outlined in Clause (2.12.2) & (2.12.3).
- 2.12.5. Rate for Administrative Charges/ Agency charges should be quoted in AMOUNT (in INR) PER PERSON PER MONTH and NOT in percentage. Quotation mentioning rate of Administrative/ Agency charges in any other form shall not be considered at all.
- 2.12.6. Bids with 'NIL' or 'COMPLEMENTARY' Administrative/ Agency charges shall also not be considered.
- 2.12.7. After opening the price bids received under Cover II, the amount quoted in Sl.No.1 & 2 in price bid will be totaled. **The bidder who quoted the lowest (L-1) total of Sl.No.1 & 2 in price bid will be awarded the work.**
- 2.12.8. In case of tie, contract will be awarded to the bidder who has maximum turnover among the lowest (L1) bidders.
- 2.12.9. The contract period shall be deemed to have been commenced from the

date on which the contractor takes over the site based on Instruction from IMU- Headquarters to commence or the 10th day of instruction by IMU- Headquarters to start the work whichever is earlier.

2.12.10. The service charge/ Administrative charge quoted will remain same regardless of the increase/ decrease in the estimated value.

3. Earnest Money Deposit:

- 3.1. Tender should be accompanied by an Earnest Money Deposit (EMD) for the value of Rs. 90, 000 /- (Rupees Ninty Thousand only) in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of "Indian Maritime University- Headquarters", Payable at Chennai. No other form/ mode of deposit towards Earnest Money shall be accepted. Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the IMU will be summarily rejected. However, exemption from EMD may be considered by IMU 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.
- 3.2. The EMD of all unsuccessful bidders would be refunded by IMU within 60 days on selection of successful bidder. No interest will be allowed on the Earnest Money. The EMD of the successful bidder will be refunded only after the remittance of Security Deposit. Alternatively, the successful bidder shall when his tender is accepted, furnish Security Deposit as specified in the clause elsewhere after adjusting the amount deposited by him as earnest money. The earnest money shall retain its character as earnest money deposit, till the successful bidder furnishes the Security Deposit in full with or without adjustment of EMD.
- 3.3. Where a person whose tender has been received by IMU intimates that he is 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 (or) fails to furnish the Security Deposit within the prescribed time, the IMU shall without prejudice to IMU's any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely. In case successful bidder fails to enter into a contract/agreement within 14 days or the time specified by IMU from the date of receipt of Purchase Order, EMD amount shall be forfeited.

4. Eligibility Criteria:

The bidder should have mandatory qualification as per the following table. The proposal of the bidders who are fulfilling the mandatory qualification criteria shall be considered for cover-II evaluation. The offer will be rejected if the bidder does not fulfil any one of the mandatory qualification criteria.

Sl.No	Eligibility Criteria	Mode of Proof
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1.	The bidder should be in the business of providing Manpower Outsourcing service atleast for 5 years.(As on last date of Tender)	Certificate of Incorporation and Articles of Association of the participant in case of Company /Limited Liability Partnership Agreement in case of LLP/Valid certificate to that effect.
2.	The bidder should posses valid Trade License, PAN and GST/Sales Tax Registration Certificate and should have office at Chennai.	Self-attested photo copy of said certificates.
3.	The bidder should submit the Income Tax return for last three previous years ending 31 st March 2017.	Self-attested Income Tax return certificates.
4.	The average annual turnover in the business of Outsourcing of the bidder shall be Rs. 50,00,000/- (Fifty Lakhs only) each year during the last 3 years.	Audited profit & loss account and balance sheet for last three years ending 31 st March 2017. It should be duly attested by the bidder's Chartered Accountant.
5.	The Bidder should have successfully carried out during 2014-15, 2015-16 and 2016-17 each, similar Outsourcing orders of value of 80% estimated value for single work and 60% estimated value for two works and 40% estimated value for three similar works.	Copy of Purchase Order/Contract for providing 'Award of Work'. Copy of Completion Certificate/Final Invoice /Letter indicating return of Security Deposit for providing satisfactory 'Completion of Work' should be furnished for each of the projects.
6.	The bidder should have a valid labour license as per requirement under the contract labour(R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971.The bidder shall also abide by the provisions of the child labour (Prohibition and Regulation) Act 1986.	Self-attested valid license certificate.
7.	The bidder should have PF and ESIC Registration Registration with copies of payment challans of last 12 months.	Self-attested certificates and documents to that effect.
8.	The bidder should have solvency certificate of Rs 10 Lakhs from Nationalized or scheduled bank.	Valid solvency certificate
9.	The bidder shall submitt certificate for Pre Receipt For Refund Of Earnest Money.	Filled up certificate as per Annexure-F
10.	The bidder should not have been blacklisted by the department / Ministries of the Government of India / PSUs / corporate Sectors / Educational Institutions / any other reputed organizations.	Notarized Affidavit has to be submitted.

4.1. 'Similar Supply' means supply of Providing outsourcing service of the similar as per the tender with Government / Semi-Government/ Public Sector organizations/ National level educational institutes like IIT, IIM,

NIT and Central Universities/ State Universities / Public Limited Companies. / Reputed UGC/ AICTE Recognized or private Sector Universities / Maritime training institutes and port organizations.

- 4.2. 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.
- 4.3. 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 may insist for notarized copy or ask to produce originals to ascertain the veracity of the documents. IMU also reserves the right to ask more proof to corroborate the eligibility declarations.

5. Scope Of Work:

- 5.1. Work should be performed in Indian Maritime University, Headquarters, East Coast Road, Chennai – 600 119 and other places within the city whenever directed by officer.
- 5.2. The IMU- Headquarters would raise an indent for manpower requisition, defining the role profiles including duties and responsibilities of the staff needed on Outsource/Contract. The role profile will give details of competencies/skills needed educational qualification, relevant experience, compensation (the net amount payable) and duration of Outsource/Contract. The number of staff needed would also be indicated in this requisition.
- 5.3. The agency would be required to depute candidates having relevant experience and qualification within 15days (or earliest as the case may be) after sending the requisition. The indicative list is given below :

Sl. No.	Post	Qualification	Estimated No
1.	Office Attendent	10 th Std. / 12 ^{tg} Std. Pass	2
2.	Assistant (Jr/ Sr)	Any graduate with Computer Skills	19
3.	Junior Engineer (Civil)	Diploma in Civil (Minimum 2 Year Experience)	1
4.	Junior Engineer (Electrical)	Diploma in Electrical Engineering (Minimum 2 Year Experience)	1
5.	IT Assistant	Any Degree in IT	2

- 5.4. The above list is indicative list only and non-exhaustive. It may vary depending upon IMU's requirement. There shall be no extra payment for engaging less number.
- 5.5. The Agency shall issue photo Identity cards to the Outsourcing staff in

the format as specified by the IMU- Headquarters and also complete all the statutory requirements with regard to their Outsourcing staff, such as obtaining PF No, issue of ESI Cards, opening Bank Accounts for salary credit etc., within 15 days from the date of their engagement. The salary and other payments to the outsourcing staff as claimed shall be paid into their bank accounts and proof of payment shall be submitted to IMU- Headquarters within 5 days of payment. The payment of salary shall not be below that of the minimum wages as fixed by the statutes wherever applicable.

- 5.6. The IMU-HQ shall give one month's notice or pay one month's remuneration in lieu of notice to the Agency, in the event the IMU-HQ wishes to reduce the number of outsourcing staff or discontinue with the services of any outsourcing staff.
- 5.7. If outsourcing staff provided by the Agency, leaves the services of the company prior to expiry of contract, the agency will provide replacement within a maximum period of 10 days without any further charges for the replacement.
- 5.8. Every person deputed by the Agency shall be employees of the said Agency and none of the outsourcing staff of the Agency shall have any claim whatsoever against the IMU- HQ. The Outsourcing staff should not claim any Master and Servant relationship with the IMU-HQ. The IMU- HQ will not be responsible or liable under the laws that are in force and that may come in force from time to time in respect of the deputed contract employees by the agency.
- 5.9. In case any public complaint is received attributable to misconduct/misbehavior of outsourced personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from IMU- Headquarters system immediately.
- 5.10. The personnel engaged by the contractor shall be dressed in neat and clean uniform, failing which invites a penalty of Rs.500/- each occasion and habitual offenders in this regard shall be removed from the Campus. The penalty on this account shall be deducted from the Contractor's bills.
- 5.11. The contractor shall ensure that its personnel shall not at any time, without the consent of IMU- Headquarters in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by IMU and shall not disclose to any information about the affairs of IMU- Headquarters. This clause does not apply to the information, which becomes public knowledge.
- 5.12. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines.
- 5.13. The working timing to carry out various jobs shall be from 09.45hrs to 17:45 hrs (except Sundays) on Monday to Saturday or any other timing

as may be fixed by the University. The particulars like, name, latest photo, address, Aadhar number of the personnel's engaged to be submitted with IMU. The biometric machine to be installed by the bidder at his own expense and monthly biometric of the approximate number of minimum people required to be engaged should be provided along with the pay bill.

- 5.14. All the workers should be provided with Identity cards by the contractors.
- 5.15. The responsibility of fulfilling liabilities under various labour laws such as Workmen's Compensation Act, Industrial disputes Act, Minimum wages Act, payment of Bonus Act, Factories Act, Contract Labour Act etc., will be of successful tenderer.
- 5.16. The various records maintained under labour laws, should be made available for scrutiny as and when asked for by the University or by any other Statutory Agencies.
- 5.17. The contract shall follow the rules and regulations of the Contract Labour (Regulation & Abolition) Act 1970 and rules 1971.
- 5.18. The Contractor shall provide EPF & ESIC facility to the labours as provided in the Act.
- 5.19. The Contractor shall pay the employee not less than that recommended in minimum wages Act for area A (central minimum wages).
- 5.20. Every month the copy of the salary register shall be submitted before release of payment to the contractor.
- 5.21. The Contractor shall adopt all safety measures on site/office.
- 5.22. The Contractor shall provide all required tools to the labours within one month from the date of commencement of the contract.
- 5.23. As per Bonus Act, 1965 & its amendment & the notification published in the Gazette of India, New Delhi on 27th Oct, 2007, contractor is required to make payment of bonus to the Outsourcing staff from its profit. The IMU- Headquarters will not reimburse bonus amount to the contractor.
- 5.24. The Contractor should have valid labour license from Regional Labour Commissioner RLC (Central). All returns as per rules shall be submitted to the RLC (Central) by the contractor.
- 5.25. The contractor, his agents, representative, workmen, etc. shall strictly observe the orders pertaining to fire precautions prevailing within the restricted areas.
- 5.26. The contractor has to obtain Contract All Risk (CAR) policy before commencement of the work and he should pay ESI and EPF contribution against the workers engaged by him and challans should be submitted along with the monthly bills for release of payment.
- 5.27. No mobilization advance will be given to the successful bidder.
- 5.28. If the contractor violates rules and regulations of the University, a penalty of 2.0% of the work order amount will be recovered from their dues.

- 5.29. IMU reserves its rights to divide the work among different agencies or not to execute any items in the schedule of work or to call any agency for negotiation without assigning any reason and without giving any reference to anybody and also to divide the work amount two, three agencies.
- 5.30. Subletting of work to other agency is not permissible, if found the said agency will be black listed by intimating to the other organization.

6. Period of Contract:

One year from the date of Award of contract and extendable **on satisfactory performance, one year at a time** for further period of 2 years (1+2years), i.e. up 2020-20201 **at the same quoted price and terms and conditions mentioned in this tender** at the sole discretion of IMU-HQ.

7. Security Deposit:

- 7.1. The supplier shall be required to submit the performance security for an amount of Rs. 4, 50,000/- (Rupees Four Lakh Fifty Thousand only) in Demand Draft favoring IMU Headquarters payable in Chennai within 7 days from the date of receipt of the Work Order and should be kept valid for a period of 60 days beyond the date of completion of service.
- 7.2. Security Deposit will be refunded / returned without any interest only 60 days after successful completion services. The refund or return of Security Deposit is subject to the complete fulfilment of the contract obligation by the supplier to the satisfaction of IMU-HQ and after adjustment of dues to IMU-MPC or penalty imposed by IMU-HQ.
- 7.3. In case security deposit amount fall short on subsequent order, the bidder must deposit the differential amount of Security deposit within 10 days of subsequent order. Security Money will not carry any interest.

8. Settlement of Disputes:

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

9. Penalties for non-compliance to NIT:

Penalties will be levied on the service provider for the violation of terms of the NIT as mentioned below:

9.1. Major penalties:

The following incidents will be considered as major penalties and will attract immediate termination of the services and banning the service provider from participating tenders on IMU Headquarters and its Campuses.

- 9.1.1. No mandatory valid license/registration of Service Provider with appropriate authority.
- 9.1.2. If found transferring/subletting the service, partly or fully, to any other person/firm/ corporation whatsoever.
- 9.1.3. Non-compliance of applicable rules and regulation of Central / State Government.

9.2. Other penalties:

Sl.No.	Deficiency in Service	Penalties for non-compliance
1	Non deployment of total manpower mentioned in the contract as per the date of joining.	Penalty equal to double the wages (pay cut for the day plus equivalent amount as penalty) of number of staff absent on that particular day shall be levied.
2	If the employee is found responsible for any theft, loss of material/ articles and damages.	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement within 2 day/cancellation of contract as decided by the IMU-HQ depending on the gravity of the act.
3	If the employee is found responsible for disobedience/ misconduct.	Warning/counselling/Immediate replacement within 2 days as decided by the IMU-HQ depending on the gravity of the act.
4	If the employee is absent or takes leave for more than 10 days.	Substitute within 10 days failing which, Penalty equal to double the wages (pay cut for the day plus equivalent amount as penalty) of number of staff absent on that particular day shall be levied.
5	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the work place.	Immediate replacement within 2 days/ cancellation of the contract by the IMU-HQ depending on the gravity of the act.

7	Non-payment of regular salary / wages (before 7 th of every month) to the deployed manpower.	1% of the billed value for the month in which such instance is noticed.
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10. Payment Terms:

- 10.1. Monthly bill will be reimbursed on the basis of the number of outsourced staff. The Service Provider should pay the Outsourcing staff before 7th of every month. Any adjustment for the services rendered in the month, shall be made in the subsequent month.
- 10.2. The contractor shall submit bills in respect of the services rendered by him on calendar month basis with daily and monthly report in the prepared format duly signed by the respective department representative along with copies of salary paid Register, Attendance Sheet, E. P.F. and ESIC amount paid bank challans. The payment will be reimbursed within 21 days.
- 10.3. Contractor should deposit the ESIC, Provident fund contribution to the concerned office separately for those Outsourcing staff engaged in IMU-Headquarters site and the said statement employee wise should be submitted along with bill to IMU-HQ.
- 10.4. TDS will be recovered at the prevailing rates from the bills payable to the Contractor.
- 10.5. Wages of outsourced staff has to be paid directly to their bank account. Necessary bank statements & photocopy of pay slip of each staff has to be produced to University along with the bill.
- 10.6. No advance payment against ensuring up-keeping bills will be made under any circumstances.
- 10.7. Invoice raised by the supplier must be in compliance of relevant GST acts, rules & notifications made there under and should bear the IMU - Head Quarters, Chennai GST Registration No. 33AAAI2610K2Z3.

11. Termination:

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

12. Force Majeure:

Neither IMU-HQ nor the contractor shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force Majeure lasting continuously for a period of six months, the two parties shall consult with each

other regarding the future implementation of the agreement.

13. Injury to person:

The contractor shall be liable and indemnify for any injury/ casualties, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of and in the course of or caused by carrying out the works and the contractor should give the ESIC benefit to the worker as per the Act of the Employee's State Insurance Corporation. In case of compensation paid by IMU-HQ under Employees Compensation Act, 1923 the same shall be recovered from the Service Provider. The indemnity bond and promissory note will be required to be submitted by the contractor for secured advance, if any.

14. Arbitration & Jurisdiction:

In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavor 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-HQ. 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 Chennai. In case the Arbitration award is not acceptable to either of the parties, they may approach courts having jurisdiction at Chennai only.

15. Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction of Chennai Courts only.

**Sd/
REGISTRAR**

Annexure – A

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

Tenderers particulars for Tender no: IMU-HQ/R/71/34/1/2018-PUR

To
The Registrar
Indian Maritime University, Headquarters,
East Coast Road,
Chennai-600 119.

Sir,
Being duly authorized to represent and act on behalf of _____ herein after called "The Tenderer" and having visited the site and examined the Scope of work, Conditions of Contract, Specifications, Schedules and Bill of Quantities for the work of "TENDER FOR PROVIDING OUTSOURCING SERVICES AT INDIAN MARITIME UNIVERSITY-Headquarters,East Coast Road,Chennai-600 119"

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

(a) Technical Bid (in separate sealed cover along with EMD of Rs. & other documents) (Cover I)

(b) Financial Bid- part of the tender document (Cover II)

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

3. I hereby undertake to abide by various terms and conditions contained in your TENDER No: IMU-HQ/R/71/34/1/2018-PUR (Copy, duly signed, enclosed).

We understand that IMU Headquarters reserves the right to,

- a) Amend the scope of tender
- b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
- c) We agree that the IMU Headquarters will not be liable for any such action and will be under no obligation to inform the Tenderer of the grounds for such action.
- d) I also certify that the details furnished in the bids, various enclosures and

other documents are true and correct.

e) This bid contains pages from _____ to _____ and all pages are serially numbered, signed and stamped.

4. I also express my willingness to sign the contract incorporating the Standard terms and special conditions of the contract as contained in the tender.

Yours Sincerely

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

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

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

Sl.No	Eligibility Criteria	Complied (Y/N) If No give Reasons for Non-Compliance	Supporting documents at which page of the proposal
1.	The bidder should be in the business of providing Manpower Outsourcing service atleast for 5 years.		
2.	The bidder should posses valid Trade License, PAN and GST/Sales Tax Registration Certificate and should have office at Chennai.		
3.	The bidder should submit the Income Tax return for last three previous years ending 31 st March 2017.		
4.	The average annual turnover in the business of Outsourcing of the bidder shall be Rs. 50,00,000/- (Fifty Lakhs only) each year during the last 3 years.		
5.	The Bidder should have successfully carried out during 2014-15, 2015-16 and 2016-17 each, similar Outsourcing orders of value of 80% estimated value for single work and 60% estimated value for two works and 40% estimated value for three similar works.		
6.	The bidder should have a valid labour license as per requirement under the contract labour(R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971.The bidder shall also abide by the provisions of the child labour (Prohibition and Regulation) Act 1986.		
7.	The bidder should have PF and ESIC Registration Registration with copies of payment challans of last 12 months.		
8.	The bidder should have solvency certficate of Rs 10 Lakhs from Nationalized or scheduled bank.		
9.	The bidder shall submitt certificate for Pre Receipt For Refund Of Earnest Money.		
10.	The bidder should not have been blacklisted by the department / Ministries of the Government of India / PSUs / corporate Sectors / Educational Institutions / any other reputed organizations.		

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

Signature:

Name of Authorised Representative along with date, place and Seal.

ANNEXURE - C

ANNEXURE - C Declaration Regarding Debarring

(On company letter head)

Ref. No.

Date:

To

The Registrar,
Indian Maritime University,
Headquarters ,
East Coast Road, Chennai – 600 119

Sub.: Declaration regarding debarring for taking part in tender.

Dear Sir,

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

Or

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

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

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

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

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

ANNEXURE D

ANNEXURE - D Details Regarding Similar Orders

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

Note:

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

Signature:

Name of Authorized Representative:

Date:

Place:

Seal:

ANNEXURE- E

ANNEXURE- E, Details Regarding Annual Turnover

ANNUAL TURNOVER

Sl. No.	Financial Year	Annual Turnover In Rupees
1	2014-15	
2	2015-16	
3	2016-17	

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

Place:

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

ANNEXURE-F

**ANNEXURE-F, Certificate, Pre Receipt for Refund of Earnest Money
CERTIFICATE
PRE RECEIPT FOR REFUND OF EARNEST MONEY**

Received with thanks from Accounts Officer (Cash) O/o IMU-HQ a sum of Rs...../- (Rs.....
..... Only), towards refund of Earnest Money Deposit paid in respect of Tender for "Outsourcing Services" for use in IMU HQ.

Tender No : IMU-HQ/R/71/34/1/2018-PUR

- Cancelled Cheque to be Attached

Date:

Place:

Signature of Bidder
(On one rupee revenue stamp)

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

Name: _____

Address: _____

Bank A/c No: _____

IFSC Code: _____

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

I / We /Proprietor/ Partner(s)/ Director(s) of M/s _____, hereby declare that I /We have not tampered the tender document issued vide TENDER NO. IMU-HQ/R/71/34/1/2018-PUR Dated 19.06.2018, which is downloaded from the website www.imu.edu.in

Signature -----

Name-----

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

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

ANNEXURE – H

ANNEXURE- H, FORMAT OF AGREEMENT (To be submitted on stamp paper of Rs.200/-)

IT IS THIS _____ day of _____ 2017 MUTUALLY AGREED between the IMU, HQ, hereinafter referred to as "the Employer" (which expression shall mean and include their assigns and successors) on the one part AND M/s a company/incorporated under the companies Act, 1956..... having its Registered office at herein after referred to as "the Contractor" (which expression shall mean and include their permitted assigns and successors) on the other part: WHEREAS the Employer is desirous that certain Goods and Services should be provided and certain Works be executed as per tender documents hereinafter called "The Works" and has accepted a Tender by the Contractor for the execution, completion and guarantee of such works.

NOW THIS AGREEMENT WITNESSES as follows:-

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,
 - a) Technical and Financial bids
 - b) Instructions to the Bidders
 - c) Terms and Conditions of contract
 - d) The work specified in the tender documents
 - e) The Annexures`
 - f) The Purchase Order
2. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and guarantee the Works in conformity in all respects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and guarantee of the works the contract price at the times and in the manner prescribed by the Contract.
4. The contract shall be governed by all the conditions as described in the terms and conditions of contract, work mentioned in the tender documents and any other conditions given in the tender documents.
5. This agreement shall be governed by the laws of India and shall be subject to the Jurisdiction of the Courts in Chennai only.

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

SIGNED AND DELIVERED

On behalf of the Contractor

Signature

Name

Address

On behalf of Employer

Signature

Name

Address

Official Seal

Place

Date

On behalf of the Contractor

Official Seal

Place

Date

On behalf of the Employer

Witness:

i) Signature

Name:

Address:

Place

Date

ii) Signature

Name:

Address:

Place

Date

Witness:

i) Signature

Name:

Address:

Place:

Date:

ii)Signature

Name:

Address:

Place:

Date:

ANNEXURE – I

PROFORMA FOR PRICE BID

Sl.No.	Monthly Salary of the employee fixed by IMU	Administrative Charges of the Service provider per month per employee to be supplied (for per person per month)(The administrative charges should be mentioned in AMOUNT (in INR) PER PERSON PER MONTH and NOT in percentage) Rs. in INR figures & words
1	Upto Rs. 25,000/-	
2	More than Rs. 25, 000/-	

Note:

1. Administrative / Agency charge shall remain fixed during the currency of the contract including extended currency of the contract.

Authorized Signatory