

INDIAN MARITIME UNIVERSITY KOLKATA CAMPUS

P-19 TARATALA ROAD, KOLKATA, 700 088



Tender For Providing:

‘AMC for Server and Network Management Services and
On-Site Support Personnel’

at IMU – Kolkata Campus

Vol .I

TECHNICAL BID

Signature of Bidder

TENDER ABSTRACT

<u>Particulars</u>	<u>Details</u>
Tender Title	Tender for Providing 'AMC for Server & Network Management Services and On- Site Support Personnel' at Indian Maritime University, Kolkata
Tender Number	IMU-KC/LAN Maintenance/2021-22
Tender Document can be Downloaded from IMU- KC website	From 22.11.2021 Website: www.merical.ac.in
Cost of tender	NIL
Earnest Money Deposit	Rs 15,000/-
Pre Bid meeting	06.12.2021 – 1430 hrs
Last Date of Submission of Tender	13.12.2021 – 1430 hrs
Technical Bid Opening Date and Time	13.12.2021 – 1500 hrs
Financial Bid Opening Date and Time	Will be intimated to the successful Technical bidders
Address for Submission of Tender	The Director, Indian Maritime University, Kolkata Campus, P-19, Taratala Road, Kolkata: 700088 West Bengal, India

1. INTRODUCTION

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 IMU-KC) invites sealed tenders for providing ‘AMC for Server and Network Management Services and On-site Support Personnel (hereinafter referred to as the “Service”, at Indian Maritime University, Kolkata Campus located at P-19 Taratala Road, Kolkata defined in the tender documents.

2. ELIGIBILITY/QUALIFYING CRITERIA

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

Experience – No. of years in the Business: The Bidder should be in the Business of Providing “Similar Service” for a period not less than 3 years since 2017 – 18.

[Mode of Proof: ESI / PF / Goods and Service Tax Registration Certification / Certificate of Incorporation / Registered partnership deed / Income Tax Returns / Copies of the Work Order, Agreement and Work Completion certificate for the Completed or ongoing work

– Proof for existence prior to / during 2017-18 and providing similar service since 2017-18].

Experience – Completion of similar works: The Bidder should have satisfactorily completed “Similar Service” involving values as listed below during the last 3 financial years since 2017-18:

- a) at least 1 Service with a minimum value of Rs. 5.60 Lakh or
- b) at least 2 Services with a minimum value of Rs. 4.20 Lakh each
- c) at least 3 Services with a minimum value of Rs. 2.80 Lakh each

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

“Similar Service” means contract for providing IT related onsite support service with Government / Semi-Government/ Public Sector organisations/ National level educational institute like IIT, IIM, NIT and Universities/ Banks/PSU’s/ Public Limited Companies /Private Limited (of work force not less than 50 employees).

Turnover: Should have had annual turnover of at least Rs. 25 Lakhs in each year during the past 3 financial years i.e. 2017-18, 2018-19 & 2019-20.

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

Possession of Valid GST: The Service provider should have a valid GSTIN Registration Number- Provisional or permanent

[Mode of Proof: Copy of the GST Registration certificate]

The Staff employed by the Service provider should be covered by ESI and PF.

[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]

Should not have been black listed so far during the last 5 years.

[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-KC’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 of 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

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the veracity of the documents. IMU- KC also reserves the right to ask more proof to corroborate the eligibility declarations.

Each bidder shall fulfill the minimum eligibility criteria. If the bidder fails to fulfill any one of the above criteria, he would be treated as not eligible and their Cover II – Price bid shall not be opened.

3. OFFICE IN KOLKATA

The Service Provider should have its office in Kolkata.

4. SITE VISIT

The bidders are advised to visit the site where the AMC service is 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 AMC for Server and Network Management Services and On-Site Support Personnel. The costs of visiting the site shall be borne by the bidder. Permission, if required, to visit the site will be given during the tender period on application to the Dy. Registrar, IMU-KC. It shall be deemed that the service provider has undertaken a visit to the site and is aware of operational conditions prior to the submission of the tender documents.

5. 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, if such pre-bid meeting is convened, 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.

6. EARNEST MONEY DEPOSIT (EMD)

Each tender should be accompanied by an Earnest Money Deposit (EMD) for the value stated in the Tender Abstract, which shall be in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of “**Indian Maritime University- Kolkata Campus**”, Payable at **Kolkata**. No other form of deposit towards Earnest Money shall be accepted. No interest will be allowed on the Earnest Money.

Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the IMU-KC will be summarily rejected. Exemption from EMD will be available only upon production of valid exemption certificate from competent authorities under Govt. of India. To avoid any rejection based on non-submission of EMD, at subsequent stages due to EMD exemption certificate which are not valid for exemption for this transaction, bidders are advised to get clarified regarding whether the exemption certificate, they possess entails them for the EMD exemption or not well in advance before last date for submission. No exemption from payment of EMD is available to any bidder for any other reason whatsoever.

7. REFUND OF EMD

The EMD will be refunded to all the unsuccessful bidder(s) within one month from completion of the tender evaluation process. The EMD of the successful bidder will be refunded only after the remittance of security deposit in any manner as explained elsewhere in the tender.

Where a person whose tender has been received by the IMU-KC intimates that they are withdrawing their tender before the validity period or makes any modification in the

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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.

8. SECURITY DEPOSIT

Within 7 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 10% 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 7 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-KC 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.

The Security Deposit will be discharged by the IMU-KC and returned to the service provider not later than 90 days following the date of completion of the service provider's performance obligations.

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 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-KC for delays/ default/ failure on the part of the service provider.

If there is any delay in payment of Security deposit beyond the specified or extended time, if any, interest at the rate of 15% 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.

No interest is payable on the Security Deposit.

9. FILLING UP OF FORMS, COMPLETENESS & MODE OF SUBMISSION OF TENDER

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

The Bill of Quantities (Price Bid) 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.

10. 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.

11. TENDER VALIDITY

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

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12. 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 13 below:

I. Cover I (Technical Bid)

- a) Earnest Money Deposit (EMD)
- b) Tender Document downloaded from IMU-KC website together with Amendments, corrigenda / addenda, if any, 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 I) with all the documents stated in the technical bids and other supporting documents in evidence of the data filled in technical bids and any other documents stated in the tender document.
- d) Bidder Memorandum (Annexure II) duly signed by the bidder.

The Cover I shall be addressed to “The Director, Indian Maritime University – Kolkata Campus” and should be duly super scribed as “**Cover-I : Technical Bid for Providing AMC for Server and Network Management Services and On-Site Support Personnel 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 - III viz.

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

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

The Cover II shall be addressed to “The Director, Indian Maritime University – Kolkata Campus” and should be duly super scribed as “**Cover-II : Price Bid for Providing AMC for Server and Network Management Services and On-Site Support Personnel 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 and sealed properly. The main cover should be duly super scribed as “**Tender for Providing AMC for Server and Network Management Services and On-Site Support Personnel at IMU-KC**”. The tender shall be either sent to the address mentioned in the Tender Abstract so as reach before the last date for submission or dropped in the tender box, IMU – KC, prior to the last date for submission.

13. AMENDMENT TO TENDER DOCUMENT

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 amendments (addenda / corrigenda etc.)

Any such amendments will only be hosted on the website and will not be intimated individually to any bidder / prospective bidder. Such amendments may be made up to three 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

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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.

14. 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

15. OTHER TERMS AND CONDITIONS:

If the Bidder deliberately gives incorrect or misleading information in his tender or wrongfully creates circumstances for the acceptance of the tender, then IMU-KC reserves the right to reject such a tender at any stage and also blacklist / debar the Bidder from future tenders for a period of not less than 3 years.

Bidders are not allowed to submit multiple bids either directly or through their related firms.

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

The IMU-KC reserves the right to accept or reject any tender / all tenders, in full or part, 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.

16. TENDER PRICES

The contract shall be for the whole Services or for individual component or components as may be decided by the IMU KC, based on the unit rates and prices quoted by the bidder in the price bid. The right to increase/decrease the strength of 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 such staff. Similarly, IMU-KC also reserve the right to increase the Scope of networking equipment, servers, etc. under AMC, as and when required.

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 service provider's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Services at IMU-KC and includes all the liabilities of the service provider such as identity cards of personnel deployed by the service provider and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, wages for leave reserve, all kinds of taxes, etc.

The offers of those prospective bidders that do not meet the statutory requirements of Applicable Minimum Wages, ESI & PF, and Bonus are liable to be rejected.

Price quoted towards manpower administrative charges and AMC charges will increase by 5% p.a upon renewal of contract at the end of 2nd year, which is subject to performance to the satisfaction of IMU – KC.

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17. EVALUATION OF BIDS:

Total cost including the Minimum statutory charges, Service Charges, etc. will be taken for comparison among the bidders for evaluation and the bidder who quoted the lowest total cost (**Sl. No. 15 of the Price Bid**) will be awarded the work. The lowest cost will be worked out based on the man power initially required to be deployed i.e. one and Networking equipment to be covered under AMC initially. The networking equipment, which may be added in future, will be not considered for evaluation.

However, mere quoting of low rates alone will not confer any right to such bidders seeking acceptance. Quoting unworkable or impracticably low rate of service charges will not be considered and is liable to be rejected. The decision of the Director, IMU – KC as to whether a rate is unworkable or impractically low in this regard will be final and no further correspondence will be entertained.

Evaluation will be based on base price i.e. excluding GST. However, applicable GST to be mentioned separately in the corresponding place in the Price bid format and which will be paid by IMU-KC. The Proof of the GST rate also to be enclosed.

18. SCOPE OF WORK:

Comprehensive Maintenance of Active Device

- a) CISCO Router 2801 – One No
- b) Juniper UTM – One No
- c) Ethernet Switches – Dlink30 nos.,

Comprehensive Maintenance of Passive Device

- a) Patch Panels–10 Nos.
- b) I/O (With Faceplate and back box) - 250 Nos.
- c) Connection Cables,
- d) Backbone Cables etc. on as is where is basis at IMU Kolkata Campus

Non-comprehensive maintenance computer servers& applications

- a) 6 Nos. of Computer Servers(viz. DNS, DHCP, WEB, MAIL, PROXY, SOFTWARE)
- b) Internet and applications of various nod computers.

On-site IT Support Personnel

A technically qualified person who would be deputed by you to rectify / modify /addition/ alteration of servers/router/switches configuration and also attend facility management and helpdesk services in the campus during normal office hours.

Other duties of On-site IT Support Personnel

Maintenance and upkeep of:

- a) IMU-Kolkata Campus website (merical.ac.in).
- b) Biometric Attendance System.
- c) Computer and peripherals (troubleshooting).
- d) All other works as and when assigned by IMU-KC.

Wherever the above items are warranty/maintenance contract of any other supplier, the onsite support staff shall do the technical co-ordination with maintenance / warranty service provider.

19. QUALIFICATION AND WORK EXPERIENCE OF THE PERSONNEL TO BE DEPLOYED ONSITE IN IMU-KC

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BE or B.Tech in Computer Science/ MCA / M.Sc (Computer Science) or B.Sc with Diploma in Hardware or Network Management.

Experience: -

Minimum of 7 years' Experience in Onsite Support Services. Experience in Linux / Windows Server management and Experience in Network Management.

20. DEPLOYMENT PROCEDURE:

The Successful bidder will be required to send to IMU-KC eligible and suitable personnel to the work / environment for deployment as onsite IT support personnel, with their detailed profile within 3 days from the date of award of contract. IMU-KC reserves the right to reject the onsite IT support staff who are not suitable or not performing to the satisfaction of IMU-KC and in which case, the service provider shall have to provide replacement within 7 days failing which the work order will be cancelled.

The Service Provider shall issue a letter authorizing its personnel who will be deployed in IMU-KC and the onsite personnel will be permitted only upon such authorisation letter.

In the event of non-performance or unauthorized absence or indiscipline on the part of the deployed IT Support Personnel, IMU-KC reserves the right to direct the Service Provider to withdraw such personnel and to provide a replacement acceptable to IMU-KC within 7 days.

21. CONTRACT DURATION:

Initially, the contract for Server & Network Management Services and deployment of On-site IT Support Personnel will be for 2 years, which can be extended for further period of 2 years (1year at a time) on the same terms and conditions subject to satisfactory performance at IMU – KC's discretion.

22. BIDDER'S COVENANTS:

The contract or any part, share or interest in it shall not be transferred directly or indirectly to any persons whomsoever without the written consent of the Director IMU – KC.

In the event of the breach of any of the provision of the contract by the Service Provider, the IMU-KC shall have the right to terminate the contract summarily with one-month notice.

In the event of the IMU-KC terminating the contract for breach by the Service Provider of any of the provisions thereof, the Service Provider shall be liable for any loss suffered by the IMU-KC upto the time of the termination of the contract and for any further loss the IMU-KC may suffer during the remainder of the period originally covered by the contract.

The IMU-KC shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any of the deployed IT Support Personnel. The Service Provider shall indemnify and keep indemnified the IMU-KC against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Frequent non-provision of onsite IT personnel or reliever or unsatisfactory performance of the service provider or the onsite IT personnel deployed, may result in cancellation of order.

The personnel deployed under the Contract should be good in public relations and while handling the assigned work, their actions shall promote goodwill and ensure

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discipline, integrity and enhance the image of IMU-KC. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

The Service Provider shall indemnify any loss/ damage occurring to the IMU-KC properties caused by the Service Provider or deployed IT Personnel.

The Service Provider's personnel shall not divulge or disclose to any person, any details of office, data, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal / punitive action.

The personnel deployed shall not claim any Master & Servant or employer –employee relationship against IMU-KC and shall be the employees of the Service Provider only.

The Service Provider shall ensure proper conduct of the deployed person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and comply with IMU-KC rules and regulations.

Recoveries from persons deployed by service provider:

The bidder should NOT recover any amount from the wages payable to the service personnel OTHER THAN Employees portion of EPF / ESI Contribution as per rules.

Once the onsite Support Personnel deputed to IMU-KC, the Service Provider shall ensure that these personnel are not changed / transferred during the period of the contract except with the prior written concurrence of the Director IMU-KC.

23. STATUTORY PROVISIONS

Recruitment and appointments of personnel should be made only by the Service Provider and the IMU-KC shall not be responsible for or party to any labour or other dispute that may arise between the Service Provider and the contract personnel.

The Service Provider is the employer of the personnel under all labour legislation including Industrial Disputes Act, 1947 etc.

The Service Provider is totally responsible for making any payments as may become applicable to the staff employed by them under the provisions of the Employee's compensation Act, 1923.

The Service Provider shall comply with all the statutory regulations that are in force and that may become applicable in future and from time to time all matters touching this agreement matters arising there from.

All statutory obligations like EPF, ESI, compensations for accidents of any kind or any other payments totally rest with the said contract and if Service Provider fails to recover and remit along with contributions, IMU-KC reserve the right to deduct the same from Service Provider's Administrative charges and remit the same to the prescribed authorities on Service Provider behalf.

The person deployed by service provider shall not claim any benefit/ compensation/ absorption/ regularization of services in IMU-KC under the provision of Industrial Disputes Act, 1947 and Contract Labour (Regulation & Abolition) Act, 1970 or any other legislation. Undertaking from the person to this effect will be required to be submitted by the service provider to this office. The persons so deployed shall be under the control and responsibility of the agency and IMU-KC has no liability what so ever in this regard.

Bidder shall abide by all laws of the land including, Labour Laws (ESI, PF, Bonus, Income Tax or any other extra taxes levied by the Government), Companies Act, Tax Deduction liabilities, Welfare measures of his employees and all other obligations applicable to this contract regardless of whether such obligations enumerated and defined herein, any such onus shall be the exclusive responsibility of the Bidder, and it shall not involve the IMU-KC in any way whatsoever.

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24. PAYMENT TERMS

The monthly payments to the **Service Provider** shall consist of:

AMC of Active Device/Passive Device/Servers and Monthly expenses incurred for the deployment of On-site IT Support Personnel at IMU-KC together with Administrative Charges there for, as per Price Bid.

The deployed IT Support Personnel shall do the maintenance as directed by the Director, IMU-KC or by any officer nominated by the Director. They shall ordinarily work 5 days a week (Monday to Friday) subject to working 45 hours per week. For Any reduction in the number of hours attended deduction will be made as follows:

>for absence less than 4.5 hours, half-day salary / leave will be deducted and

>for absence between 4.5 hours to 9 hours, one-day salary / leave will be deducted.

However, depending upon the urgency/requirement of work, the personnel may be required to work beyond the time limits specified or on holidays. The onsite IT support personnel need not attend office on a day which is a holiday for IMU-KC unless directed otherwise by Director, IMU-KC and such holidays whether called for work or not, will be counted as 9 hours for the week. Monthly Minimum wages will be worked out by multiplying the applicable daily minimum wages by 26 days, which would be subject to the deduction for less hours worked, if any, as per the manner stated above in this para. If there is no shortage in the hours worked as per the manner stated above, either by the personnel deployed or his reliever deployed, no deduction would be made. However, in no case, total days paid in a month would exceed 26 days in a month. Any further hours deployed over and above the normal weekly hours may be compensated through compensatory permission / compensatory off subject to the approval of the Director and no overtime allowance shall be paid for extra hours or for working on holidays.

Minimum Wages:

Applicable minimum wages as per the previous para for onsite Service Personnel deployed will be Minimum Wages rate as notified by office of the Chief Labour Commissioner(C), Ministry of labour & Employment, GoI F. No. 1/26(3)/2021-LS-II dated 28.10.2021 under “Skilled” Category employees for Area ‘A’ applicable for Kolkata Area. The present minimum wage rate and present VDA is pre-filled in the Price Bid format. Whenever Government of India revises the minimum wages /VDA, the consideration will be increased correspondingly. No increase in amount, other than the minimum wages in the present rate as increased by GoI will be considered by the IMU-KC. However, corresponding EPF / ESI will be paid by IMU-KC. The service provider should make payment to the service 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 days of rest and no separate payment other than the monthly wages as stated in the previous para is to be made for weekly days of rest to the person deployed.

ESI / PF etc.

The service provider 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 with administrative charges in accordance with rules and within in due date and also submit proof thereof to IMU-KC. In any eventuality, if the service provider failed to remit or

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short 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.

Bonus:

Applicable bonus at the minimum applicable rates, as per the GoI notification, for the period of deployment of staff is to be paid by the service provider and may be 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.

Casual leave:

The IT Support Personnel deployed by the Service provider is eligible for one (1) day paid [i.e. 9 hours will be added as worked hours] casual leave for completion of every month's period of deployment in IMU-KC. However, the leave cannot be claimed as a matter of right. The personnel deployed by the service provider before proceeding on leave, should seek permission in writing from the Service provider who in turn provide a reliever or to get the permission of the Director, IMU-KC for non-provision of reliever. If the onsite support personnel needs more leave or absent for more number of days, it is the responsibility of service provider to provide necessary relievers without any additional cost. CL can be carried forward within the same calendar year.

Service Charges:

In the Price bid, Bidders are requested to quote a fixed amount per person per month towards their service charges covering all their incidental charges as per terms and Profit Margin of the service provider. Service charges so agreed shall be the consideration for covering all the liabilities and obligations as per the terms and conditions of contract, incidental expenditure and the cost of minor / tools required for the work as per the scope and all other liabilities of the service provider including statutory liabilities, if any, not covered in the price bid format and also the profit margin of the service provider.

Time limit for wage & statutory dues payment:

Wages to the personnel deployed, should have been paid on or before 5th of the following month i.e. wages for the month of November to be paid on or before 5th December. Similarly, Statutory dues to be deposited within the respective due dates as per the relevant statutes.

Submission of Bills

The service provider should submit the bill to the IMU - KC on or before the 15th day of the succeeding month along with supporting documents as determined by IMU-KC which may include the any or all of the following pertaining to the previous month:

- a) Proof of payment of the wages paid to the service personnel,.
- b) Proof of deposit of EPF and ESI remitted to the respective organizations
- c) Wage Bill Register in format prescribed by IMU-KC,
- d) Copy of Bank advice memo for crediting to the individual SB account of the Service Personnel.
- e) Any other documents / proof as required by the Director /Officer in Charge of IMU-KC for verification Calculation sheet showing the total amount of Service Charges payable etc.

Time Limit for Disbursement of Bills and TDS:

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The IMU - KC 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 service provider. No interest is payable by IMU-KC in case of any unavoidable delay in settling the bills. However, IMU-KC 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.

No cash payment:

No Cash payment should be made to the service 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 of bank accounts of the persons deployed by the service provider in the format prescribed by IMU-KC.

GST:

Applicable GST will be paid extra by IMU-KC on the applicable base rate.

25. TERMINATION

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 service provider has fulfilled and complied with all his obligations to 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. Withdrawal by service provider without advance notice of 3 months may lead to black listing in addition to forfeiture of Security deposit.

In case of breach of any of the terms of this Agreement by the service provider, IMU-KC shall be entitled to terminate this Agreement immediately without giving any written notice to the service provider 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 service provider arising directly under this contract.

POST TERMINATION RESPONSIBILITY OF THE SERVICE PROVIDER

- a) Upon termination of this Agreement, the service provider shall immediately deliver to IMU-KC all the Documents/ tools/ equipment and any/ all data pertaining to IMU-KC, held by it or in the possession/ custody/ control of his staff, to IMU-KC. The service provider shall also forthwith remove all his staff together with his machines/ his equipment / his tools whatsoever from the premises of IMU-KC as directed by the IMU-KC. IMU-KC reserves the right to demand from the service provider to finish any particular work/ works which may at the date of termination stands incomplete in full or part.
- b) Any breach of the obligation or delay in its implementation of post termination responsibilities of service provider shall without prejudice to IMU-KC's other rights at law will, result in levy of compensation at the rate of Rs.1,000/- per day with interest thereon upto the rate of 15% 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.

Signature of Bidder

26. CONFIDENTIALITY:

The Service Provider and the deployed IT Support Personnel shall not disclose any proprietary or confidential information or data relating to IMU-KC without the prior consent of the IMU-KC. At the time of replacement of any On-site IT Support personnel, the Service Provider shall ensure that the concerned person hands over all the data to IMU-KC and does not carry any data, records - digital or otherwise, of IMU-KC.

27. NON EXCLUSIVE:

It is agreed and clarified that this Agreement is on a non-exclusive basis and the parties are at liberty to enter into similar agreements with others. Provided, however, the service provider 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.

28. RESOLUTION OF DISPUTES, 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 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.

29. AGREEMENT

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

**DIRECTOR
IMU - KC**

Signature of Bidder

SCHEDULE

PROFILE OF ONSITE SUPPORT PERSONNEL

[Successful bidder should submit brief profile of the **Onsite Support Personnel** on the rolls of the Company/Firm in the below mentioned format to be sent to IMU-KC while sending the personnel to IMU – KC as per clause 19 of the tender document.]

Sl.No.	Name	Educational Qualifications	Area of Expertise	No. of Years of Experience

We confirm that, all the details mentioned above are true and correct and if IMU-KC observes any misrepresentation of facts on any matter at any stage of evaluation, IMU-KC has the right to reject the proposal and disqualify us from the process.

We hereby acknowledge and unconditionally accept that the IMU-KC may independently seek information regarding the IT Personnel mentioned above for verification.

Date:

Signature with Seal of Authorised Signatory

Place:

Signature of Bidder

ANNEXURE-I

(Technical Bid-Cover 1)

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

Tender for providing ‘AMC for Server and Network Management Services and On-Site Support Personnel’ at Indian Maritime University, Kolkata

Ref: IMU-KC’s Tender Notification No. IMU-KC/LAN Maintenance/2021-22 dated:
22.11.2021

From

Name & Address of the Bidder

Ph:

Email:

To

The Director,
Indian Maritime University,
P-19, Taratala Road
Kolkata - 700088.

Dear Sir,

We hereby submit our Technical Bid for ‘AMC for Server and Network Management Services and On-Site Support Personnel’ at IMU-KC as detailed below.

1. Experience in the business of providing Similar Service Since 2017-2018 or earlier:

Sl	Eligibility Criteria details	Bidders Confirmation
1	Whether in the business of Providing Similar Service Since 2017-2018	

Signature of Bidder

	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 three financial years (2017-18 to 2019-20):

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 2017-2018 to 2019-20 & thereby meet this eligibility criteria (Yes / No)	
a)	At least one similar service with a minimum value of 5.70 lakhs: (Yes / No)	
b)	At least two similar services with a minimum value of Rs.4.30 lakhs each (Yes / No)	
c)	At least three similar service to the value of Rs.2.90 lakhs each (Yes / No)	

2. B. Details of similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five financial years (2017-18 to 2019-20) [in proof of sl. No. 2-A above):

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

** - May add more rows as required

Signature of Bidder

Note: "Similar service" means the bidder should have the experience of having entered a contract for providing "AMC for Server and Network Management Services and On-Site Support Personnel" with Government / Semi-Government/ Public Sector organizations / National level educational institute like IIT, IIM, NIT and Universities/ Banks/PSU's/ Public Limited / Private Limited (of work force not less than 50 employees) Companies."

3. Minimum Annual turnover

Rs in lakhs

Sl	Eligibility Criteria details	Bidders Confirmation	
(i)	Whether the bidder has a minimum Annual turnover of Rs.25 lakhs during each of the last three Financial years (2017-18, 2018-19 and 2019-20) [YES / NO]		
	Year / Proof enclosed	Turnover	Page No.
(ii)	2017-18 /		
(iii)	2018-19 /		
(iv)	2019-20 /		

4. OTHER ELIGIBILITY CRITERIA & ESSENTIAL REQUIREMENTS AND OTHER DETAILS :

Sl	Particulars	Bidders Confirmation / Details	Details of Proof enclosed	Page No.
i)	Whether the Bidder have a valid PAN		Copy of PAN	
ii)	Whether the Bidder has covered their Staff employed under ESI and PF and other statutory obligations [YES / NO]			
iii)	Whether the Bidder has been debarred or blacklisted by any Government department / agency so far on account of fraudulent or corrupt practices or inefficient / ineffective performance [YES/NO]		Declaration to this effect	
iv)	Whether the Bidder has attached EMD for an amount of Rs.15,000/- from Nationalized or scheduled bank [YES/NO]		Original DD No. _____ enclosed with technical bid	
v)	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
vi)	Provident Fund Number			

Signature of Bidder

vii)	ESI Number			
viii)	GST No.			
ix)	Office in Kolkata			
x)	Whether Signed all the pages of tender			
xi)	Other mode 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 Authorised Signatory

Place:

Signature of Bidder

BIDDER MEMORANDUM & UNDERTAKING

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

1. General Description

Tender for Providing “AMC for Server and Network Management Services and On-Site Support Personnel” at Indian Maritime University Kolkata Campus at Kolkata”. Tender No. IMU-KC/ LAN Maintenance/2021-22 dated: 22.11.2021

2. Period of Contract:

Two year from the date of commencement of work.

[The contract is extendable at the same terms and conditions by two more years, one year at a time, subject to providing of service to the satisfaction of IMU-KC, at the option of IMU-KC]

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

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

a) To terms and abide and fulfill 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) This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake to abide by the all the terms and conditions laid down in the tender/bid documents.

4. 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.....

Signature of Bidder

INDIAN MARITIME UNIVERSITY KOLKATA CAMPUS

P-19 TARATALA ROAD, KOLKATA, 700 088



Tender For Providing:

*'AMC for Server and Network Management Services and
On-Site Support Personnel'*

at IMU - Kolkata Campus.

Vol . II

PRICE BID

Signature of Bidder

Price 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),
P-19, Taratala Road
Kolkata - 700088.

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 “AMC for Server and Network Management Services and On-Site Support Personnel” at Indian Maritime University - Kolkata Campus, Taratala 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 Rupees stated in the detailed price bid enclosed.
2. We undertake, if our Tender is accepted, to achieve completion of the service for the periods specified in this Schedule.
3. We agree to abide by all the terms and conditions of the Tender in all its parts including its annexure & forms, for a period of one year from the date of commencement of work as per the tender document or such further period as may be mutually agreed, it shall remain binding upon us and may be accepted at any time before the expiration of that period should we fail to abide by our tenders during the above said period of one year or such extended period as mutually agreed upon, I/We forfeit and forgo the Security Deposit to IMU - 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.

Signature of Bidder

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

SIGNATURE.....
FOR AND ON BEHALF OF
DATE

INDIAN MARITIME UNIVERSITY- Kolkata Campus

Priced Bill of Quantities for Providing ‘AMC for Server and Network Management Services and On-Site Support Personnel’ at Indian Maritime University- KC at Kolkata.

PRICE BID

Providing ‘AMC for Server and Network Management Services and On-Site Support Personnel’ at Indian Maritime University Kolkata Campus as per the scope of work mentioned in the tender document complying with all the conditions stipulated in various parts of the tender documents including its annexure and schedules. The rate is inclusive of Replacement for leave / absence of personnel deployed and all taxes ** (except GST), levies, duties, Bonus and service charges etc.

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

Signature of Bidder

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

PRICE BID

Reference: IMU-KC's Tender No. IMU-KC/LAN Maintenance/2021-22 dated 22.11.2021

From:

Name & Address of the Bidder

To
The Director,
Indian Maritime University,
P-19, Taratala Road
Kolkata – 700 088.

Dear Sir,

We hereby submit our Price Bid for 'AMC for Server and Network Management Services and On-Site Support Personnel' at Indian Maritime University, Kolkata:

Sl	Description	Amount (Rs)
1	Wages Basic per head – Per month (Basic Minimum Wages per day x 26 days)	637.00
2	Wages VDA per head – Per month (VDA on Minimum Wages per day x 26 days)	158.00
3	Sub - total [Basic + VDA] = Minimum wages per day	795.00
4	Wages (Basic + VDA) per head – Per month (Minimum Wages per day x 26 days)	20,670.00
5	P F @ 13% of Sl. 4 - Per Month per head subject to maximum on Rs.15,000.00 (Employer contribution)	1,950.00
6	E S I @ 3.25% of Sl. 4 – Per Month per head subject to maximum on Rs.21,000.00 (Employer contribution)	672.00
7	Bonus Per month @ 8.33% of Rs 7000 (i.e. minimum limit) - per head	583.00
8	Total manpower cost Per Head (Sl.4+5+6+7) per month	23,875.00
9	No. of Persons to be deployed	01
10	Total cost per month (Sl.8 x Sl.9) for all persons	23,875.00
11	Service charges per Head per month (as fixed amount per head i.e Rs _____ x Sl. 9 [This should also cover all other statutory liabilities, if any, not mentioned between Sl No. 1 to 7, apart from profit margin for the bidder]	
12	Total Manpower cost as per Sl No. 10 + Service Charges as per Sl. No. 11 for the service provider including their profit margin covering all the obligation of the bidder as per the tender document.	
13	AMC charges per month	

Signature of Bidder

14	Total manpower cost including administrative charges and AMC Charges (Sl 12 + Sl 13)	
15	Total cost per annum (12 months x Sl. 14) for all persons [manpower cost including administrative charges and AMC Charges p.a].	
16	GST @ _____% (Mode of proof for rate to be attached) x Sl 15	
17	Total Charges for Providing 'AMC for Server and Network Management Services and On-Site Support Personnel (Sl 15 + Sl 16)	

Note:

1. All figures should be rounded to nearest rupee (paisa to be ignored).
2. The Price quoted should be inclusive of all taxes, duties charges etc.

Date:

Signature with Seal of Authorized Signatory

Place: