

TENDER NOTIFICATION



INDIAN MARITIME UNIVERSITY
 (A Central University)
 Kolkata Campus (KC),
 P-19 TARATALA ROAD, KOLKATA, 700 088

Sealed tenders are invited from GARDENING, GRASS CUTTING & HORTICULTURAL Service providers under Two cover system:

| Name of Service | Estimated Cost (Approx.)& EMD | Last date & time for Submission |
|---|--------------------------------|---------------------------------|
| Tender for providing GARDENING, GRASS CUTTING & HORTICULTURAL Service at IMU-KC, Taratala, Kolkata for one year from the date of commencement of service (likely to be 01.3.2017) extendable further on satisfactory performance, by one year at a time up to a maximum of 2 more years, (i.e. up to 29.2.2020) at the same rates & other terms and conditions. | Rs.20,10,000 & Rs 40,000 | 02.02.2017 -1400 hrs |

Tender documents i.e. Tender forms and other terms and conditions / details can be downloaded from IMU-KC website www.merical.ac.in from 11.1.2017

DIRECTOR , IMU-KC



INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

P-19 TARATALA ROAD, KOLKATA, 700 088

TENDER FOR PROVIDING GARDENING, GRASS CUTTING & HORTICULTURAL
SERVICE AT IMU KOLKATA CAMPUS

Tender Number: IMU-KC/Horticulture/2016-17/2

VOLUME - I

Tender Abstract

| Particulars | Details |
|--|--|
| Tender Title | Tender for providing GARDENING, GRASS CUTTING & HORTICULTURAL Service at IMU-KC, Taratala, Kolkata |
| Tender Number | IMU-KC/Horticulture/2016-17/2 |
| Pre-Bid Meeting | 25.01.2017 – 15.00 hrs |
| Tender Document can be Downloaded from IMU website | From 11.01.2017 |
| Cost of Tender Form | Rs. 1000 in the form of DD in favour of Indian Maritime University, Kolkata Campus payable at Kolkata |
| Last Date of Submission of Tender | 02.02.2017 - 1400 hrs |
| Technical Bid Opening Date and Time | 02.02.2017 - 1500 hrs |
| EMD Amount | Rs. 40,000/- |
| Address for Submission of Tender | The Director, Indian Maritime University, Kolkata Campus, P-19, Taratala Road, Kolkata: 700088, West Bengal, India |

INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

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General Rules and Directions for the Guidance of the Bidders

1.1. Introduction & Definitions

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

Upon award of contract the successful bidder, is also termed as 'Service provider' or 'Gardening Service Provider' in this tender.

The terms Gardener or Gardening staff include all the persons deployed by the service provider to deliver the service contract and also include Gardening supervisor unless specifically excluded.

The terms gardening or Horticultural or Grass cutting used alone or in combination to refer the service as a whole is to be deemed to cover all the three inter-related and inter-changeable variants i.e. Gardening, Horticultural and Grass cutting.

1.2. Eligibility Criteria

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

- i) Experience – No. of years in the Business:

The Bidder should be in the Business of Providing "Similar Service" for a period not less than 5 years i.e. since 2011 – 12.

[Mode of Proof: ESI / PF / Service Tax Registration Certification / Certificate of Incorporation / Registered partnership deed / IT Returns / Copies of the Work order, Agreement and Work

Completion certificate for the Completed or ongoing work – Proof for both existence prior to 2011-12 and providing similar service 2011-12 or earlier to be enclosed].

ii) Experience – Completion of similar works:

The Bidder should have satisfactorily completed “Similar Service” involving values as listed below during the last 5 financial years i.e. since 2011-12

a) at least 1 Service with a minimum value of 80% of estimated cost i.e. Rs. 16 Lakh [OR]

b) at least 2 Services with a minimum value of 60% of the estimated cost i.e. Rs. 12 Lakh Each [OR]

c) at least 3 Services with a minimum value of 40% of the estimated cost. i.e. Rs. 8 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 Gardening, Grass Cutting & Horticultural Service with Government / Semi-Government/ Public Sector organisations/ National level educational institute like IIT, IIM, NIT and Universities/ Public Limited Companies.

iii) Turnover

Should have had annual turnover of at least Rs. 30 Lakh in each year during the past 3 financial years i.e. 2013-14, 2014-15 & 2015-16

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

iv) Possession of Valid PAN

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

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

- v) The Staff employed by the Service provider should have been covered by ESI and PF and other statutory obligations.

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

- vi) Should not have been black listed so far.

[Mode of Proof: Self declaration to this effect]

With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be IMU's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

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

1.3. General Conditions

1.3.1 The Bid submitted will be evaluated based on the details of technical qualification submitted by the bidder under Cover I in the prescribed formats to ascertain whether the bidders qualify. The Cover II (Price Bid) of only those firms who technically qualify as per the documents in Cover I will be opened.

1.3.2 The duly authorized signatory (ies) of the entity should sign in all the pages of the tender document including the annexure / schedules signifying the acceptance of all the terms and conditions, stated in the various parts of the tender. The person(s) authorized to sign the

tender shall also sign in all the pages of the supporting documents submitted as proof of their eligibility etc. In other words, every page of the bid submitted should have the signature of the duly authorized signatory of the bidder.

1.3.3 Bidder should furnish all the details in the prescribed Proforma and as per the requirements set out in the tender documents under Cover I. Bids and Tender documents should be complete in all respects and any incomplete tenders will be rejected.

1.4. One Bid per Bidder

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

1.5. Cost of Tendering

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

1.6. Site Visit

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

1.7. Rejection of Tender Documents

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

1.8 Clarification of Tender Documents

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

1.9 Amendment to Tender Documents

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

1.9.2 Any such amendments will only be hosted on the website and will not be intimated individually to any bidder / prospective bidder. Such amendments may be made up to 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 any, shall be binding on the Bidder. No separate notice / intimation of amendments will be sent to those who have downloaded the document from the web site.

1.10 Preparations and Submission of Tenders

1.10.1 Language of Tender

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

1.10.2 Documents comprising the Tender

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

(i) Cover I (Technical Bid)

- a) Demand Draft towards cost of application
- b) Earnest Money Deposit
- c) Tender Document downloaded from IMU-KC Web site comprising Tender Notification, Abstract, General Rules and Directions for the Guidance of the bidder, General description of Service and other terms and conditions (Annexure I), Schedule and location of Gardeners (Schedule I to Annexure - I), including the amendments, corrigenda / addenda issued by IMU – KC which are duly signed by the authorized signatory in each page with stamp signifying the acceptance of all the tender conditions / terms / contents.

- d) Duly filled Technical Bid format (Annexure II) with all the documents stated in the technical bids and other supporting documents in evidence of the data filled in technical bids and any other documents stated in the tender document.
- e) Bidder Memorandum (Annexure III) duly signed by the bidder.

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

(ii) Cover II (Price Bid)

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

- 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 Garden maintenance Services at IMU-KC" and sealed properly. Name and Address of the bidder shall also be written/ printed on the cover.

(iii) Main Cover

Both the "Cover I" and "Cover II" shall be placed inside the main cover and sealed properly. The main cover should be duly super scribed as "Tender Title and Number of the tender mentioned in the Tender Abstract. 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 placed in the Administration section (Ground Floor), IMU – KC, prior to the last date for submission.

1.11 Conditions stipulated by the bidder

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to IMU - KC. Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

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

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

1.12.2 The Bill of Quantities and Rates shall be filled in either typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.

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

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

Tenders must reach the Directors office at the address stated in the Tender abstract Prior to the time mentioned in the tender abstract. IMU KC 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-KC's website stated above. Any

tender received after the last date and time for submission of tenders prescribed will be rejected.

1.14 Tender Prices

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

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

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

1.15. Tender Validity

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

1.15.2 In exceptional circumstances, prior to the expiry of the original tender validity period, the IMU KC may request the bidder to extend the period of validity for a specified additional period. The request and the response thereof shall be made in writing through E-mail or Post. A bidder agreeing to the request will not be required to nor permitted to modify his tender, but will be required to extend the validity of his tender for the period of extension. In case a bidder is not agreeing to the request of the IMU KC for extension of validity of the tender, then his tender will not be processed further and the portions of his tender which have not been opened will be returned to them unopened as the case may be. The EMD paid by them will also be refunded to them as in the case of other unsuccessful bidders.

1.16 Earnest Money Deposit (EMD)

1.16.1 Each tender should be accompanied by an Earnest Money Deposit (EMD) 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**

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

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

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

1.17.1 Technical bids will be opened at the Deputy Registrar's Office in IMU – KC located at the address stated in tender abstract. Any bidder who is

willing to observe the tender opening, may, in person or through his authorized representative, be present at the venue and witness the tender opening. Authorized representative of the bidders will be permitted only upon production of a letter of authorization duly issued by the bidder containing the specimen signature of the representative. The maximum number of person allowed per bidder is one.

- 1.17.2 The bidder or his authorized representative who are present shall sign a register evidencing their attendance. In the event of the specified date of tender opening being declared as a holiday for the IMU-KC, the tender shall be opened at the specified time on the subsequent working day.
- 1.17.3 Technical bid (Cover-I) of each bidder shall fulfill the minimum eligibility criteria prescribed in Clause 1.2. If the bidder fails to fulfill any one of the above criteria, he would be treated as not eligible and their Cover II – Price bid shall not be opened.
- 1.17.4 The information furnished by the bidder in Cover - I in the prescribed format supplied by the IMU-KC will form the basis for the evaluation. In exceptional cases IMU KC or his representative reserves the right to obtain any clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IMU-KC, information and documents supplied in support of the tender do not meet the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU-KC. After satisfying that all / or some of the bidders have attained the minimum qualifying criteria as detailed above, bids of only the technically qualified bidders who fulfill all the pre-qualification / eligibility criteria, will be considered for further evaluation. If a bidder does not fulfill even single minimum eligibility criteria / pre-qualification criteria during the technical bid evaluation, his financial

bids will not be evaluated and financial bids of such un-qualified bidders will be returned, unopened. A suitable date and time for opening of the Cover II – Price Bids will be fixed and those bidder(s) who are qualified will be intimated about the opening of Cover - II – Price Bids. The Cover- II -Price Bids will be opened in the presence of the qualified bidders or their authorized representatives, If they choose to attend and be present. The procedures and number of participants etc., for opening Cover - II will be the same as the procedures outlined in Clause 1.17.1 & 1.17.2.

1.17.5 After evaluating the price bids received under Cover II, the bidder who quoted the lowest (L-1) Price will be awarded the work. In case the Price bid of more than one agency is same as L-1, then IMU will be assigning marks to various eligibility parameters like turnover, number of years of relevant experience etc. of such L-1 bidders and work will be awarded to the bidder who scores highest marks, among the L-1 bidders.

1.18 Influencing prohibited

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

1.19 Correction of Errors (in Price Bid)

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

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

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

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

1.21 Refund of EMD

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

1.21.2 The EMD of the successful bidder will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful bidder shall when his tender is accepted, furnish security deposit as specified in the clause elsewhere after giving credit to the amount deposited by him as earnest money.

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

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

1.22 Contract Agreement

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

1.23 Evaluation of Bids:

Total cost including the Minimum statutory charges, Service Charges, charges towards materials / consumables for one year will be taken for comparison among the bidders for evaluation and the bidder who quoted the lowest total cost will be awarded the work. However, mere quoting low rates alone will not confer any right to such bidders seeking acceptance. Percentage rate will be applied on the Base Rate only (Minimum Wages of Basic + VDA] as detailed in para above. Employer's contribution towards EPF and ESI along with administrative charges etc. included in the bill, will not be taken into account for computing the service charges. Quoting

unworkable rate of service charges will not be considered and is liable to be rejected. The decision of the Director, IMU – KC in this regard will be final and no further correspondence will be entertained.

Service Tax is not to be added in the price bid and price should be quoted excluding taxes. Price bid evaluation will be made based on Rates quoted exclusive of taxes and taxes will be added to the net rates at the stage of award of the contract, only if and when such service tax/GST etc. applicable to IMU.

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

ANNEXURE - I

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

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

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

Details of Gardening staff to be deployed for providing the service is enumerated in Schedule-I to this annexure. The list is indicative, IMU - KC reserves the right to vary the total number of persons to be deployed and also individual allocation to various Areas of IMU-KC Campus at any stage. If needed they may be deployed in IMU-KC's other premises in Kolkata like Management block / Guest house.

The specified number of personnel is to be deployed on all days except on one day weekly off and 3 National Holidays as would be communicated by IMU - KC and the responsibility for providing necessary relievers, whenever a gardener is on leave or absent vests with the service provider. No additional payment would be made for providing relievers since leave wages is already included in the contract.

Working hours: From 8.30 a.m to 4.30 p.m : (IMU - KC may amend the working hours for the full set of persons deployed or for different set of persons deployed by the service provider)

2.2 SCOPE OF WORK

2.2.1 The service provider shall do and perform all such work forming part of Garden Maintenance etc. and acts, matters and things connected with and incidental to the garden maintenance service etc. using appropriate machinery and tools and as per the direction enumerated herein and in accordance with such directions, which the IMU - KC may issue from time to time including the following:

- (i) a) The work consists of developing, maintaining and keeping the garden in perfect & lively condition to cater to the needs of the reputation of this University. The service provider shall develop and maintain the Garden as per specifications and direction from the Director or the officer/committee designated by director in this regard.
- b) The service provider shall provide & maintain all tools (i.e. lawn mower, hose pipe, duster and all other tools etc.) for satisfactory maintenance of Garden work.
- c) Maintenance & Development of Garden shall be carried out expeditiously, judiciously, economically & by applying professional expertise according to the instructions given to the service provider and to the satisfaction of the University authorities.
- d) Water will be made available by the IMU-KC free of cost through storage tanks or through bore wells & can be drawn from the gate valves provided on the water pipelines existing at the premises of the University. The service provider shall draw out water from these storage tanks/ bore well points/gate valve for watering of Gardens.
- e) The service provider shall ensure cleaning of drains, small garbages around hostel areas. He shall keep the areas under his purview clean and free from any type of garbage and will keep the areas presentable.
- f) Sweeping of garden
- g) Waste generated from the plants and gardens, bush cleaning to be removed daily and placed in the waste bins or specifically identified locations. Such wastes are to be disposed off in accordance with the directions of IMU – KC and from all the bins and other Plant waste locations in the campus on daily basis, duly complying the applicable norms including the Municipal corporation norms.
- h) Whenever & wherever required by IMU, appropriate machines are to be used by the bidder to deliver the service as per the directions of the IMU – KC
- i) Washing of all dustbins kept for plant wastes / fallen leaves from the corridor with disinfectant and cleaning material.
- j) Shifting of furniture or such other materials, debris etc. as and when required by IMU-KC

(ii) Application of Fertilizers /Pesticides: The service provider shall apply the fertilizers/Pesticides, which may be provided by IMU-KC, to the lawns, shrubs, trees, flower beds, potted plants, ground cover etc. as per dose required for and recommended by Director, IMU-CC or his representative to keep them free of disease. The service provider shall employ experienced Malis and take care of periodic application of pesticides and fertilizer. Service provider shall take necessary measures for controlling of any sudden outbreak of epidemic. Causalities if any, due to disease or overdose of fertilizers shall be replaced with same type & approximately same age of plant.

(iii) Maintenance of Existing Trees: Trees planted in mass, avenue trees, shady / flowering trees are included in maintenance. The service provider shall take care of the trees in different areas of the complete Campus by watering, maturing, treating for disease, applying fertilizer for growth, in most efficient available method as required or instructed by Director or his representative. The unwanted branches of trees should be clipped, removed and disposed off at the places as and when instructed by Director or his representative. The service provider shall ensure complete care to avoid infection of

disease by applying red oxide, glue & insecticides (which may provided by IMU_KC on requisition from service provider), and to the cut portion of the tree. The service provider shall provide support to weak plants with bamboo sticks. Trees bent due to heavy winds or loosening of soil during rainy season shall be made erect & supported firmly.

(iv) Maintenance of Horticulture Trees: University has various plants. Maintenance of these plants requires special attention. All the plants should be manured twice in a year as per schedule. For manuring, scientific method and/or any other appropriate method should be adopted depending on requirement of plant/tree. All plants should be protected from pests and diseases (die-back, scale, red mites, caterpillars, beetles, aphid's bark-boarer, mealy-bug's, tea-mosquito, white ants etc.). All the plants shall be maintained by water preparing and maintaining basin, raking of soil, deweeding basin, applying pesticide/fertilizer when required or as directed. The service provider shall carry out leveling around as per instruction of Director or his representative. Disposal of grass/leaves shall be done as directed.

(v) Maintenance of Shrubs: Ornamental & flowering shrubs shall be maintained to obtain expected result and achieving overall pleasant garden effect. Shrubs shall be maintained by watering, pruning, deweeding, preparing basin staking, manuring (twice in year), applying fertilizer and pesticide dosage to promote growth and protect plant from diseases/pests etc. If any of the shrub die during the period of the contract the same should be replaced by the service provider with the same type and approximately of same age.

(vi) Maintenance of Lawn : The lawns provided on different areas are to be periodically mowed by lawn mowers at interval here in after specified and in any case not more than 15 days or grass cutting scissors as instructed by the Director, or his representative. The mowing shall be done evenly and smoothly to give the surface a very well kempt and presentable look upto the satisfaction of the Director or his representative. Brooming and cleaning of lawns shall be carried out so as to keep the lawns free from fallen leaves, waste paper wood pieces, stones etc. at all time. Lawn manuring (using red earth manure/fertilizers shall be carried out as required to provide perfect nutrition to lawn and to maintain the 'GREEN CARPET' appearance of Lawn. Service provider shall keep the lawn free from cloggy patterns soggy plants and unwanted growth. If the lawn develops yellowish patches due to excessive watering or deficiency of minerals in soil, service provider shall reduce the water quantity and put the manure of appropriate type so that the lawn restores its uniform green carpet appearance. All the lawns will have to be top dressed with manure and red earth in 1:4 proportion and applied at the rate of 50 cft. per 100 sqft. or as directed. The service provider will have to top dress two times in a year or as per direction of Director or his representative to avoid stagnation of water on lawn area and to keep the lawn neat and free from shabby condition. Weeding shall be carried out prior to mowing the lawns. Manure shall be crushed to powder spreading evenly over the lawns surface. Rolling of lawn shall be done by roller to maintain the soil compact without holes/ditches and to maintain required slope for draining of surface water. Preparing brick hedge lining around the lawn and maintain the same. Replacement of broken bricks shall form the part of maintenance. Bricks shall be supplied by the University.

(vii) Maintenance of Potted Plants: Potted plants shall be watered regularly, keeping them in proper condition. Any change in arrangement shall be executed immediately as instructed. Replacement of any pots or breakage due to negligence will be done by the service provider at his own cost. All the pots are to be given a coat of red colour from time to time to maintain their appearance. The service

provider must keep the indoor potted plants rotating weekly to expose them to sunlight adequately as required by the type/nature of the plant and the amount of sunlight required by them. The service provider shall remove the soil from the pot, add manure and pesticide to the soil, mix it and refill the pot with plant replanted in the pot. This shall be done once in a year during the monsoon as per the instructions of Director or his representative at no extra labour cost. Flower pots displayed inside the rooms/offices should be maintained by watering, spraying leaf-shine spray, manuring and rotating the same after every 7 days or as required as directed. Cleaning of plastic pot covers/dish should be done to maintain cleanliness. In addition, pots with cactus, succulents and bonsai should also be maintained properly with special care owing to the nature of plant. All pots should be filled and planted without any extra charges. Soil and manure shall be supplied by the Service provider. If any plant dies during the period of contract the same should be replaced by the service provider with the same type. The service provider shall maintain these pots by watering, pruning and taking all necessary care for healthy growth.

(viii) Maintenance of Flower Beds: The service provider shall execute the planting of approved seasonal flower beds and maintenance of same to boost maximum bloom. The beds shall be replanted after the season for old plants is over so as directed by Director or his representative. The flower beds shall be prepared 23 by excavating one foot soil over the earlier beds, adding manure & B.H.C. (10%) powder, mixing and leveling, planting of seedlings prepared in Nursery at a distance of 25cms c/c. All flowerbeds including those surrounding trees shall be kept clean, dewed and free of stones wood, plastic and other undesirable matter. Preparing of brick hedge around flower beds shall be the part of maintenance work. Treatment for disease should be given by applying fertilizer and pesticides (which may be provided by IMU-KC on request) whenever required.

(ix) Removal of Bushes / Cutting of Wild grasses:

All the unwanted bushes, wild grasses and other such undesirable Plant are to be Cut and the wastages to be removed and in those places new useful plants are to be planted.

(x) Campus area: The entire campus area has to be made significantly green and full of flower plants. In this regard IMU-KC will decide the need for the new plants, flowerbeds in sync with the existing civil work going on. The future upcoming civil work may lead to creation of new gardening works, which also will be asked to be managed.

(xi) Grass level in the play ground and other such areas as would be communicated by IMU-KC from time to time are to be maintained at the appropriate level, as determined by IMU-KC.

(xii) Gardeners (SUPERVISORS) – The duties includes the following:

- a) Taking round after every one hour of the entire Campus & hostels to check whether gardening work is happening as per schedule.
- b) Ensure that the gardeners do not move out of the allocated premises during duty hours.
- c) Ensure that daily and weekly gardening schedule is maintained.
- d) Ensure that signature is taken from the concerned official / cadet (as determined by IMU-KC) after gardening work.

- e) Ensure that all registers are maintained and checked by IMU – KC official service provider on a day today basis.
- f) Report to the service provider for supplies, duties and all duty related matters.
- g) The supervisor should not intervene in any other matter (hostel / university / student) other than the work as per the scope of this tender or assigned by the University authorities.
- h) Supervisors cannot leave hostel premises for lunch etc. they are advised to bring food.
- i) Maintenance and production to IMU-KC, on demand, of all the relevant records, registers, bills, etc. relating to the gardener deployed, statutory compliances etc.

(xiii) Any other work assigned by the Competent Authority in IMU, Kolkata Campus. It must also be noted that any other residual item related to providing Garden Development and Maintenance Service inside the Campus may be assigned by the Deputy Registrar (Admin) or his representative or any other authority as decided by the Director. It shall be the duty of the Service provider to carry out any such item of work.

(xiv) The service provider should also supply all necessary safety consumables like gloves, shoes etc without any additional cost.

(xv) Gardening personnel deployed by the service provider should operate the requisite machines / equipments provided by the service provider or by IMU-KC.

2.3 BIDDER'S REPRESENTATIONS AND WARRANTIES

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

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

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

- Should be medically fit, sincere, active and energetic
- Should possess good conduct and discipline

- Should not have any criminal records
- Aged between 20-60 years. No Minor should be engaged.

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

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

2.3.5 There shall not be any Master-Servant or Employer- Employee relationship or any legal or contractual relationship between the IMU KC and Gardeners deployed by the service provider for any purpose including any claim, disputes, rights & duties etc. between the service provider and his personnel. The gardeners shall be the employees of the service provider and all the statutory compliances, liabilities and obligations including the requirements to deposit contributions for and to file periodic returns of details of persons deployed under various labour legislations such as Provident Fund Act, Employees State Insurance Act, Minimum Wages Act (Contract Labour (Regulation & Abolition Act 1970), etc. and all other labour and other legislations as applicable from time to time, during the currency of the contract, with regard to the personnel engaged by the service provider for service to IMU - KC, are the responsibility of the service provider and shall be solely complied with and met by the service provider. Any penalty / damage / claim / compensation of any nature whatsoever arising out of any litigation or non-compliance of various labour and other legislations as determined by concerned Government Authorities shall be solely and

directly borne by the service provider. The Service provider shall indemnify IMU-KC, In the event of imposition of any such penalty / damage / claim / compensation etc to the fullest extent of such.

2.3.6 The service provider shall alone be responsible & entitled to act in pursuance of this Contract and the service provider shall not directly or indirectly transfer, assign or makeover any rights and obligations of the contract or any part thereof to any other persons.

2.3.7 In the event of any losses or damages to any Properties or effects of University by theft, Pilferage, the service provider shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by the University, if such loss is attributable to the conduct of gardener deployed by the service provider.

2.3.8 Gardening staff engaged shall be given proper training by the Service provider.

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

2.4 BIDDER'S COVENANTS

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

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

- 2.4.3 The service provider shall provide adequate Supervisors / Asst. Supervisors wherever the gardening services are provided. They shall be in-charge for the overall act of garden maintenance.
- 2.4.4 The service provider should maintain a Personnel deployment Register for recording the attendance of the employees, as per the specification given by the Officer in Charge of IMU-KC. The service provider shall also provide, along with the every monthly bill, a self certification that he had raised the bills only to the extent of the deployment of his personnel and corresponding amount paid to them Plus the applicable service charges. Bill payment will be subject to certification of deployment of personnel and work done by the Officer In Charge of IMU-KC. The Service provider has to give an undertaking (on the format), which may be countersigned by the concerned officer In Charge of IMU-KC, regarding payment of wages as per rules and laws in force.
- 2.4.5 Gardening staff on off duty will not be allowed to visit any duty points.
- 2.4.6 The right to increase/decrease the strength of Gardening 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 reserves the right to redeploy the gardening staff for sanitation, Cleaning & House keeping, when situation so warrants, as determined by IMU-KC.
- 2.4.7 The following documents will be maintained by the Bidder:-
- a) Daily Attendance Register
 - b) Area covered register
- The above Registers should be submitted to the Concerned IMU Officer or his Representative for verification on daily basis and/or whenever required. IMU-KC reserves the right to demand maintenance of additional registers / data.
- 2.4.8 The equipments/tools/machineries etc. required for gardening services will be supplied by the Bidder, cost / hire charges of which are to be included in

the Profit margin or Service Charges quoted by the Bidder and no such equipment / tools etc. will be provided by IMU-KC.

2.4.9 In case of any loss / damage caused, not due to natural calamities, or an Act of God, to the property of the University where the complicity or laxity of the gardening staff of the service provider is suspected, a joint enquiry will be held to fix the responsibility and determine the quantum of compensation to be paid by the service provider. In this regard, the decision of the Director, IMU-KC will be final and binding on both parties.

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

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

2.4.12 Gardeners should not leave allocated premises and should bring food with them

2.4.13 Gardeners should not be doing any private work like washing clothes etc. during duty hours.

2.4.14 Each Gardener should be provided with his own tools and equipment necessary for carrying his duties. A space can be provided for them to keep their tools / equipment

2.4.15 Commencement & Duration of the Contract:

The period of agreement will be initially for one year from the effective date as per the order awarding the contract/ acceptance by the IMU – KC. IMU-KC is likely to instruct the successful bidder to commence the Work from 1st March 2017. Subject to the providing of Service to the satisfaction of IMU-KC and at the sole discretion of IMU-KC, the contract is extendable further by one year at a time up to a maximum of 2 years at the same rates and other

terms and conditions. In any case, total period of contract will not exceed 3 years i.e. initial one year plus two extensions of one year each.

2.4.16 Review:

The contract is subject to quarterly appraisal and reviews by the authorities of IMU-KC and in case the job performed is not found to be satisfactory, the contract shall be terminated by giving one month notice to this effect. A record of every lapse small or big will be maintained by the IMU-KC & if required, a weekly meeting with the representative of the Service provider and the Officer in Charge of IMU-KC or person authorized by the Director IMU-KC will be held and minutes of the same recorded for compliance, thereof. A monthly meeting with the Service provider or authorized Representative of the service provider will be held for follow-up actions.

The contract can also be terminated by giving a written notice of three months by either side.

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

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

- a) any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, bad faith, disregard of its duties and obligations here under, service, act or omission of or by the Service provider and / or any of his Staff, and/or
- b) any theft, robbery, fraud or other wrongful act or omission by his staff

2.4.18 The service provider shall take day to day instructions from the Officer in Charge of IMU-KC.

- 2.4.19 The service provider shall be responsible for meeting & fulfilling all the liabilities financial or otherwise, arising out of any accident, damage or injury caused to any of his employees or property or any person or property in course of the Service and death while on service of any of his employees deployed and shall not hold the IMU-KC responsible in respect of any claim made by any person or their heir for any reason whatsoever. The service provider shall be solely responsible for reporting to IMU - KC and concerned authorities immediately of any serious or fatal accident. No amount will be reimbursed to the service provider by IMU-KC, in this regard.
- 2.4.20 The service provider shall be responsible for the good conduct and behaviour of his employees. In the event of any misdemeanour like sleeping during duty, being under the influence of liquor/drugs or indecent or insolent behaviour by any gardening staff found misbehaving with the staff member / student of the IMU-KC or found abetting with another person in any sorts of misdeeds, the service provider shall terminate the services of such of his employees on his own or whenever there is a recommendation of the Director or the officer in charge. In all the above terminations, the service provider shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by IMU-KC, failing which it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IMU-KC will be imposed. The service provider shall issue necessary instructions to its employees to act upon the instructions given by the Officer in Charge of IMU-KC or persons authorized by the Director, IMU-KC.
- 2.4.21 The scope of work, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Bidder shall meet any other requirements of IMU-KC communicated from time to time, relating to the Garden maintenance Services.

2.4.21 All correspondence regarding garden maintenance & payment of bills etc., or any other matter shall be done only with the Director, IMU – KC through the Officer in Charge.

2.4.22 Security Deposit

Within 3 days of the successful bidder's receipt of notification of award from IMU-KC, the Bidder shall furnish a Security Deposit at the rate of 5% of the contract value in the form of an A/C Payee Demand Draft drawn in the name of Indian Maritime University, payable at Kolkata towards due compliance of contract obligations to the satisfaction of the IMU-KC and to make good any loss or damage caused to the IMU-KC owing to acts in pursuance/violation of terms herein. The EMD already paid can be adjusted towards the Security Deposit, and in which case, the balance of security deposit is to be paid within 3 days of notification of award by IMU - KC. If the bidder fails to submit the Security deposit to IMU-KC within the stipulated time, IMU shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely and / or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.

2.4.23 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 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 as per Clause 1.22 interest at the rate of 18% per annum for the period of delay may be charged by IMU-KC, in the event of IMU KC deciding to award the contract even after such delay.

No interest is payable on the Security Deposit.

2.5 PAYMENT TERMS

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

(i) Minimum Wages

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

(ii) ESI / PF etc.

The 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 in accordance with rules and within in due date and also submit proof thereof to IMU-KC. Employer's Contribution with Administrative charges in a month deposited with concerned authorities can be included in the bill for the month. If the amount remitted by the service provider is less than the eligible amount relating to Employees and Employer's Contribution to the EPF & ESI organizations, such amount will be withheld from the monthly bill made by the service provider for service charges. In any

eventuality, if the service provider failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time IMU-KC is entitled to take any action as deemed fit by IMU – KC.

(iii) Bonus

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

(iv) Service Charges

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

2.5.2 Submission of bills:

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

- (i) proof of payment of the wages paid to the Gardening staff
- (ii) proof of deposit of Employee & Employer's contribution towards EPF and ESI remitted to the respective organizations within the due date as stipulated in the respective statutes
- (iii) Wage Bill Register in format prescribed by IMU,
- (iv) Copy of Bank advice memo for crediting to the individual SB account of the Gardening staff,

- (v) 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.

The service provider should ensure that the net amount as per the Wage Bill Register agrees with the amount deposited with the respective Savings Bank (SB) accounts of all the Gardening personnel. The service provider should furnish a certificate to this effect. Difference, if any, between the Net amount payable to the Gardening personnel and amount credited to the Bank for disbursement to the respective SB accounts of the Gardening staff, will be withheld from the bill of the service provider.

2.5.3 Disbursement of Bills:

- (i) 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.
- (ii) The service provider should open a Current Account/ Savings Accounts in his name in SBI- IMU Kolkata Campus Branch and make all payments relating to gardening in IMU-KC to his gardening staff through fund transfer from the said current/ SB Account and through the SB Accounts of gardening persons deployed by the service provider in IMU-KC. No cash payments should be made to any gardening 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.

2.5.4 Recoveries from persons deployed by service provider:

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

2.5.5 Setting off of service provider's bills:

IMU-KC shall be entitled to set off the following against and deduct and recover from the service charge and any other sums payable by IMU-KC to the service provider at any time:

- (i) Tax, levy or any other amount whatsoever which may be required to be deducted by order of any Court/Authority under any law now in force or which may come into force during the currency of this Agreement
- (ii) Any and all amounts which may be or become payable by the Service provider to IMU-KC under this Agreement.

2.6 Penalties & Fines

Penalties will be levied as per the table given below for specific lapses found during the period of contract. The penalties so levied will be recovered from the service provider dues.

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

| | Particulars of lapses | Penalty that may be levied by IMU-KC |
|----|---|--|
| a) | In case any of service provider's personnel(s) deployed under the contract is (are) absent or fails to report in time and service provider is unable to provide suitable substitute in time | Double the wages of number of gardener staff absent on that particular day without replacement |
| b) | Gardener staff found sleeping during the working hours /not doing the work as per required standard or negligent with regard to work or other related matters (as determined by IMU-KC) | Rs.1000/- (Per instance per person) |
| c) | No employees will be permitted to attend the duty 2 hours after reporting time. In case of late reportings (30 | Half day pay cut per late reporting. |

| | | |
|----|---|--|
| | minutes max.) of gardeners more than 3 times in a month, | |
| d) | In case of gardener not present in the duty place after marking attendance | Rs. 1000/- per instance per person |
| e) | Non supply of essential tools & materials | Rs. 1000/- (Per location per day) |
| f) | In case any public/student/staff complaint is received attributable to misconduct/ misbehaviour of service provider's personnel, proved to the satisfaction of the Director IMU - KC. | Rs.500/- for each such incident or such higher penalty as determined by the Director depending upon the degree of misconduct |
| g) | Gardener found Smoking, Chewing tobacco, Pan and spitting the PAN, Playing Cards etc. within the Campus | Rs. 500 per person per instance. |
| h) | Failure to keep the site clean Apart from the penalty prescribed | IMU KC reserves the right to get this work done at the cost of the agency either departmentally or through any other agency. |
| i) | Any other lapse not covered above | Will be decided by IMU - KC, keeping in view of the seriousness, cost and gravity of the lapse |

In case of persistent and repeated lapses of any gardener or the service provider, IMU-KC may impose further fines deemed prudent than what is stated in the above table and may even ask to the service provider to remove such gardeners and to provide replacement without affecting the work.

Other Penalties:

- a) In case of any unsatisfactory service, deduction upto 10% of the amount due for the month will be imposed on the service provider.
- b) In case the service provider fails to commence/execute the work as stipulated in the agreement, IMU-KC reserves the right to impose the penalty as detailed below:-
 - i. 2% of cost of order/agreement per week, up to four weeks of delay.

ii. After four weeks delay, IMU reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably through other service provider(s).The difference if any maybe recovered from the defaulted service provider. The defaulting service provider may be black listed for a period of 3 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

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

2.7. TERMINATION

2.7.1 Either party may terminate the contract by giving the other party three months prior written notice of the same and this Agreement will stand terminated on the expiry of the three months period provided always that the service provider has fulfilled and complied with all his obligation to the IMU-KC in connection with and under this Agreement up to the date of such termination. In case of withdrawal by the service provider, before completion of one year, Security deposit will be forfeited. Withdrawl by service provider without advance notice of 3 months may lead to black listing in addition to forfeiture of Security deposit.

2.7.2 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.

2.7.3 POST TERMINATION RESPONSIBILITY OF THE SERVICE PROVIDER

(i) 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/ equipment / 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.

(ii) 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.10,000/- per day with interest thereon upto the rate of 18% per annum. This amount may without prejudice to all other rights of recovery vested as per law with IMU-KC also be recovered from the amount outstanding to the service provider.

2.8 NON EXCLUSIVE

2.8.1 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.

2.9. Arbitration & Jurisdiction

2.9.1 In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to resolve such differences, disputes, claims or questions by mutual discussion and failing such settlement, the same shall be referred for arbitration by a sole Arbitrator appointed by IMU-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.

2.10. AGREEMENT

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

Director

Signature

Authorized representative with Seal

Schedule – I to Annexure I:

| <u>Tentative Manpower Deployment - subject to change as per directions from</u> <u>IMU – KC from time to time</u> | | |
|--|---|---|
| SI | Area | Requirement No. of Manpower to be deployed for Gardening Work |
| 1 | For the Plantation / Maintenance of the Garden, Plants, Trees and removal of Bushes, shrubs and fallen leaves etc. in the entire Taratala Campus including residential area, All Internal Roads, paths & pavements, drains, Play fields, children's park, parking lots, all open areas etc. | 11 |
| | Total | 11 |
| | Supervisor | 1 |
| | Total Manpower to be deployed | 12 |

The above deployment details are only tentative. Garders of the service provider have to be deployed in locations in Taratala Campus issued from time to time and no such staff should claim to be continued in the initial / subsequently allotted place or work. If situation, so warrants, the gardeners may be deployed in Management Block / Guest house for a short while.

Annexure-II

(Technical Bid-Cover 1)

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

Tender for "Providing Garden maintenance Service at Indian Maritime University KC) at Kolkata"

Ref: IMU-KC's Tender Notification No. IMU-KC/Horticulture/2016-17/2 dated:
11.1.2017

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 "Gardening, Grass Cutting & Horticultural Service" at IMU-KC as detailed below.

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

| Sl | Eligibility Criteria details | Bidders Confirmation |
|-------|---|----------------------|
| 1 | Whether in the business of Providing Similar Service Since 2011-2012 or earlier & meet this eligibility criteria (Yes / No) | |
| a) | Since which Year?: | |
| b) | Mode of Proofs enclosed: | Page No. |
| (i) | | |
| (ii) | | |
| (iii) | | |
| (iv) | | |
| (v)** | | |

** - May add more rows as required

2. A. Similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five financial years (2011-12 to 2015-16):

| Sl | Eligibility Criteria details | Bidders Confirmation |
|----|--|----------------------|
| A | Whether carried out similar service with minimum value specified in any one of the three set of minimum service values (a or b or c) during 2011-2012 to 2015-16 & thereby meet this eligibility criteria (Yes / No) | |
| a) | At least one similar service with a minimum value of <u>Rs.16 lakhs</u> : (Yes / No) | |
| b) | At least two similar services with a minimum value of <u>Rs.12 lakhs each</u> (Yes / No) | |
| c) | At least three similar service to the value of <u>Rs.08 lakhs each</u> (Yes / No) | |

1. B. Details of similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five

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

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

** - May add more rows as required

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

2. Minimum Annual turnover

(Rs. In Lakh)

| Sl | Eligibility Criteria details | Bidders Confirmation | |
|-------|--|----------------------|----------|
| (i) | Whether the bidder has a minimum Annual turnover of <u>Rs.30 lakhs</u> during each of the last three Financial years (2013-14, 2014-15 and 2015-16) [YES / NO] | | |
| | Year / Proof enclosed | Turnover | Page No. |
| (ii) | 2013-14 / | | |
| (iii) | 2014-15 / | | |
| (iv) | 2015-16 / | | |

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

| Sl | <u>Particulars</u> | Bidders Confirmation / Details | Details of Proof enclosed | Page No. |
|-----|--|--------------------------------|--|----------|
| (i) | Whether the Bidder have a valid PAN and other statutory requirements as per Rules in force [YES / NO] | | Copy of PAN & Last three years Income Tax Returns (2013-14, 14-15; 15-16 enclosed) | |
| | Whether the Bidder has covered their Staff employed under ESI and PF and other statutory obligations [YES / NO] | | | |
| | Whether obtained License Under Contract Labour (R&A) Act [YES/NO] | | | |
| | Whether the Bidder has been debarred or blacklisted by any Government department / agency so far on account of fraudulent or corrupt practices or inefficient / ineffective performance [YES/NO] | | Declaration to this effect | |
| | Whether the Bidder has attached EMD for an amount of Rs.40,000 from Nationalized or scheduled bank [YES/NO] | | Original DD No. _____ enclosed with technical bid | |
| | Whether the bidder inspected the site. If so, date and time of inspection of site: [YES/NO] Form of Organization [Sole proprietorship / Partnership / PVT Ltd Company etc]: | | NA | NA |
| (a) | Provident Fund Number | | | |
| (b) | ESI Number | | | |
| (c) | Other Modes of Proof enclosed | | | |

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

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

Declaration

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

Date:

Signature with Seal of Authorized Signatory

Place:

BIDDER MEMORANDUM & UNDERTAKING

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

1. General Description

"Tender for Providing "Gardening, Grass Cutting & Horticultural Service" at Indian Maritime University Kolkata Campus at Kolkata". Tender No. IMU-KC/Horticulture/2016-17/2 dated: 11.1.2017

2. Period of Contract:

One year from the date of commencement or work.

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

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

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

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

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

c) 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.....

INDIAN MARITIME UNIVERSITY - KOLKATA CAMPUS

TENDER NO. IMU-KC/Horticulture/2016-17/2 dated: 11.1.2017

Tender for Providing Gardening, Grass Cutting & Horticultural Service" at
Indian Maritime University - Kolkata Campus at Kolkata

PRICE BID

VOLUME-II

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 Gardening, Grass Cutting & Horticultural Service" Services at Indian Maritime University - Kolkata Campus, Taratala_at

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

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

4. Unless and until a formal Agreement is prepared and executed, this Tender, together with our written acceptance thereof, shall constitute a binding Contract between us.

5. I/We understand that the Indian Maritime University (Kolkata Campus) reserves the right to,
 - a) Amend the scope of tender and value of contract under this work;
 - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender(s).I/We agree that the Indian Maritime University (Kolkata Campus) will not be liable for any such action and will be under no obligation to inform the bidder of the grounds for such action.

6. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.

7. We agree to execute all the works referred to in the Tender Documents 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 Gardening, Grass Cutting & Horticultural Service” at Indian Maritime University- KC at Kolkata.

PRICE BID

Providing Gardening, Grass Cutting & Horticultural Service” at Indian Maritime University Kolkata Campus as per the scope of work mentioned in Annexure-A of the tender document complying with all the conditions stipulated in various parts of the tender documents including its annexure and schedules. The rate is inclusive of Replacement for leave / absence of personnel deployed and all taxes ******(except service tax), levies, duties, Bonus and service charges etc.

(******Service Tax is not to be added in the price bid and price should be quoted excluding taxes. Price bid evaluation will be made based on Rates quoted exclusive of taxes and taxes will be added to the net rates at the stage of award of the contract, if such service tax etc. applicable to IMU-KC)

Detailed Price Bid

| Sl. | Description | Amount in Rupees | |
|-----|---|--|----------------------------|
| | | Gardeners (excluding supervisor) | Gardeners (Supervisors) |
| 1 | Wages Basic per head – Per month** (Basic Minimum Wages per day x 26 days) | 180 | 180 |
| 2 | Wages VDA per head – Per month** (VDA on Minimum Wages per day x 26 days) | 194 | 194 |
| 3 | Sub - total [Basic + VDA] = Minimum wages per day | 374 | 374 |
| 4 | 14% additional pay for supervisor | | 52 |
| 5 | Total per day (Basic + VDA+ Addl pay for Supervisor) | 374 | 426 |
| 6 | Wages (Basic + VDA+ Addl pay for supervisor) per head – Per month** (Minimum Wages per day x 26 days) | 9724 | 11076 |
| 7 | Leave Salary 24 days Salary per Annum | 640 | 729 |
| 8 | Wages + Leave Salary per month | 10364 | 11805 |
| 9 | P F @ 13.36% of Sl. 6 - Per Month## per head | 1300 | 1480 |
| 10 | E S I @ 4.75% of Sl. 8 - Per Month## per head | 493 | 561 |
| 11 | Bonus Per month @ 8.33% of Rs 7000 (i.e. minimum limit) - per head | 584 | 584 |
| 12 | Total manpower cost Per Head (Sl.8+9+10+11) per month | 12741 | 14430 |
| 13 | No. of Persons to be deployed | 11 | 1 |
| 14 | Total cost per month (Sl.12 x Sl.13) for all persons | 140151 | 14430 |
| 15 | Total cost per annum (12 months x Sl. 14) for all persons | 1681812 | 173160 |
| 16 | Service charges per Head (as a % of Sl. No. 6) % [This should also cover other statutory liabilities, if any, not mentioned between sl no. 1 to 11, apart from profit margin for the bidder] | | |
| 17 | Total Manpower cost as per Sl No. 15 (for gardeners including supervisors) | <u>1854972</u> | |
| 18 | Total Manpower cost as per Sl No. 17 + Service Charges as per Sl. No. 16 (for both gardeners including supervisors) | | |
| 19 | Total Cost of All Materials / Consumables- As per Annexure | | |
| 20 | Total Manpower cost + cost of Materials/ consumables + Service Charges for the service provider including their profit margin covering all the obligation of the bidder as per the tender document [18+19] | | |

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

Yours faithfully,

Date

Place: Signature with Seal of Authorized Signatory

Note:

- (1) ** The wages (per month) stated in the format above is the Minimum Wages ([Basic + VDA] per day x 26 days) for Zone 'A' for Housekeeping services as per the Orders of Office of Chief Labour commissioner (C), Ministry of Labour and Employment, Govt. Of India, as applicable as on the last date of submission of Tender. The rate of housekeeping service is adopted taking in to account the similarities of scope of work between housekeeping and grass cutting / garden maintenance etc. being similar in nature.
- (2) In case any additional persons required by IMU-KC to be posted in future, they would be posted with the existing quoted rates and terms and conditions of the contract. If IMU KC scaled down the number of persons, then the rates would be applied on the actual manpower deployed which in no case would exceed the scaled down number of persons.
- (3) If the responsibility of the bidder to ensure all statutory liabilities as per various labour and other legislations. If the bidder has any queries or has different views / interpretations on the various minimum statutory limits which are pre-filled in the above price bid format, then, the bidder should get the point clarified after submitting necessary supporting documents/ rules / notifications. If the pre-filled values has been altered in the price bid, without submitting reasons and supporting documents/rules/notifications and before acceptance of the same by IMU-KC, then the bid will be treated as not responsive and hence would be rejected, even it becomes lowest and the work may be awarded to the next lowest responsive bid.