



**INDIAN MARITIME UNIVERSITY  
(A Central University)  
Ministry of Shipping, Govt. Of India  
EAST COAST ROAD, UTHANDI  
CHENNAI CAMPUS – 600 119**

**TENDER FOR  
"PROVIDING GARDEN MAINTENANCE SERVICES  
AT IMU CHENNAI CAMPUS"**

**TENDER NO. IMU/CC/GAR/01/2017**

**VOLUME – I**

**TECHNICAL BID**

**Cost of Tender Form : Rs.1,000.00 per set**

**Last Date for Submission : 1500 HRS on 24.10.2017**

**Date & Time of Opening : 1530 HRS on 24.10.2017**

## NOTICE INVITING TENDER



**INDIAN MARITIME UNIVERSITY  
CHENNAI CAMPUS  
(A Central University)  
EAST COAST ROAD, UTHANDI  
CHENNAI – 600119**



Sealed tenders are invited under **Two cover system**, from the Contractors who satisfy the eligibility conditions for the following works:

S. No	Name of work & Tender No.	EMD & Cost of Tender document	Sale period (working days)	Last date of Receipt of Tender Documents
1	IMU/CC/GAR/01/2017 Tender for "Providing Garden Maintenance Services at IMU Chennai campus".  <b>Estimated cost: Rs.10.00 lakhs</b>	Rs.25,000.00  &  Rs.1,000.00	28.09.2017  to  23.10.2017	24.10.2017  Up to  1500 HRS

**PRE-BID MEETING SCHEDULE : 11.10.2017 on 1500 HRS at Director's Chamber**

**NOTE: ATTENDING PRE-BID MEETING IS MANDATORY FOR ALL PROSPECTIVE BIDDERS. ANY FIRM WHICH FAILS TO ATTEND THE PRE-BID MEETING AS PER ABOVE SCHEDULE SHALL BE INELIGIBLE TO QUOTE FOR THIS TENDER.**

Individual Tender documents can be obtained from the Office of Deputy Registrar (Admin) on payment by Demand Draft drawn in favour of "**Indian Maritime University, Chennai**" payable at Chennai. Tender documents downloaded from the website can also be submitted subject to the tenderer enclosing a separate DD towards the cost of the tender document.

**The Tenders forms and other conditions / details can be obtained from our website [www.imu.edu.in](http://www.imu.edu.in)**

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## **NOTICE INVITING TENDER**

To,  
The prospective bidder (s)

Dear Sir(s)

Indian Maritime University, hereinafter referred as IMU – Chennai Campus invites Sealed/Tamper Proof Tenders in two cover system from specialized experienced contractors, who have carried out works of similar nature and magnitude in last three years in respect of following work.

**Name of work** : TENDER FOR PROVIDING GARDEN MAINTENANCE SERVICES AT IMU CHENNAI CAMPUS FOR THE YEAR 2017-18

**Cost of tender document** : Rs.1,000.00 (Non refundable)

**Estimated cost** : Rs.10.00 Lakhs

**Earnest Money Deposit** : Rs.25,000.00

**Period of contract** : 06 Months initially and further subject to another 03 extensions/renewals of 6 months each based on satisfactory performance & other tender terms

**Place of submission** : Tender Box kept in the office of the Deputy Registrar (Admin), IMU-Chennai Campus

**Pre-Bid Meeting** : **11.10.2017 at 1500 HRS (Mandatory for all)**

**Last Date of submission** : 24.10.2017 up to 1500 HRS

**Date of opening** : 24.10.2017 at 1530 HRS

**Validity period of tenders for acceptance** : 90 days from date of submission

You are requested to inspect the site and also to make the local inquiries before filling this tender so as to acquaint yourself/yourselves with local conditions etc. The Indian Maritime University, Chennai Campus has also scheduled a **pre-bid meeting on 11<sup>th</sup> October, 2017 at 03:00 PM in Director's Chamber** to facilitate the bidders and all the firms interested to bid must attend the pre-bid meeting as per the above schedule in order to acquaint themselves of the requirement of the work and about the campus, before offering their quote. **It must be noted that attending pre-bid meeting is compulsory to bid/participate in this tender. Any firm which fails to attend the meeting as per above schedule shall be ineligible to quote for this tender.**

The tender documents are to be submitted in tender box kept in the Office of the Deputy Registrar (Admin), IMU-Chennai Campus. The bidder may also send the bid documents by Courier/Post, addressed to "**The Director, Indian Maritime University – Chennai Campus, East Coast Road, Chennai 600119**", so as to reach the University not later than **1500 HRS on 24.10.2017**. It is the responsibility of the tenderer to ensure that the tender should reach the Director's office before the scheduled Time mentioned above. Tenders received / submitted after the stipulated time will be summarily rejected. The tenders (Technical Bid) will be opened **at 1530 HRS on 24.10.2017** in Indian Maritime University – Chennai Campus, East Coast Road, Uthandi, Chennai 600119 and interested tenderers may be present at the time of tender opening.

Tender must be accompanied by Earnest Money Deposit (EMD) in the form of Demand Draft drawn in the name of "**INDIAN MARITIME UNIVERSITY, CHENNAI**" from a nationalized or a scheduled bank payable at Chennai. The EMD will be returned to unsuccessful tenderers within one month of award of this contract. The earnest money of the successful tenderer will be treated as security deposit and will be kept as initial contract deposit for due execution of the contract. The security deposit/ EMD will not bear any interest.

The bid for the work shall remain valid for a period of 90 days from the date of opening of tender. The university shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD / Security Deposit, if any tenderer/contractor:

- (i) withdraws his offer before the aforesaid validity period or
- (ii) makes any modification in the terms and conditions of the tender
- (iii) fails to commence the work within prescribed time or
- (iv) abandons the work before its completion.

The IMU reserves the right to reject any or all the tenders without assigning any reason thereof and it is not binding on IMU to accept the lowest bid or any other bid.

**DIRECTOR  
IMU-Chennai Campus**

**INDIAN MARITIME UNIVERSITY**  
**(A central University, Govt. of India)**  
**East coast Road, Uthandi, Chennai-600119**

**TENDER NO. IMU/CC/GAR/01/2017**  
**TENDER FOR "PROVIDING GARDEN MAINTENANCE SERVICES"**  
**AT IMU CHENNAI CAMPUS**

**TENDER ABSTRACT**

<b>S.No</b>	<b>Subject</b>	<b>Remarks</b>
1	Name of the work & tender No.	Tender for providing Garden Maintenance Services to Indian Maritime University, Chennai Campus  Tender No. IMU/CC/GAR/01/2017
2	Tender document cost	Rs.1,000.00
3	Earnest Money Deposit (EMD)	Rs.25,000.00
4	Pre-Bid meeting schedule <b>(Mandatory for all)</b>	11.10.2017 at 03:00 PM Venue: Director's Chamber IMU-Chennai Campus
5	Last date to submit bids	24.10.2017 up to 03:00 PM
6	Date of Technical bids opening	24.10.2017 at 03:30 PM
7	Address to submit bids	THE DIRECTOR, INDIAN MARITIME UNIVERSITY, CHENNAI CAMPUS, EAST COAST ROAD, UTHANDI, CHENNAI-600119
8	Contact person for clarification	Deputy Registrar (Admin) Mob: 09840013215 Email: <a href="mailto:dradmin.chennai@imu.ac.in">dradmin.chennai@imu.ac.in</a> Web: <a href="http://www.imu.edu.in">www.imu.edu.in</a>

## UNDERTAKING

**From:**

**To**

The Director,  
INDIAN MARITIME UNIVERSITY,  
Chennai Campus, East Coast Road,  
Uthandi, Chennai 600119

Dear Sir,

I/We the undersigned have carefully gone through and clearly understood all parts of the tender documents named TENDER FOR PROVIDING GARDEN MAINTENANCE SERVICES AT IMU- CHENNAI CAMPUS including Notice to contractors, general instruction to tenderer, Tender Form, Articles of agreement, general conditions, any corrigendum thereof and Material specifications etc. of INDIAN MARITIME UNIVERSITY.

I/We have also taken into consideration the nature and position of the site, the surroundings and the conditions under which the work will be carried out. I/We do hereby undertake to execute the whole or the part of the work covered by the tender strictly in accordance with the above tender drawings & documents.

I/We enclose herewith Demand Draft No. \_\_\_\_\_ dated drawn on \_\_\_\_\_ bank as EMD for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in favour of "**INDIAN MARITIME UNIVERSITY, CHENNAI**" **payable at Chennai** and in the event of your accepting my/our above tender, I/We agree to convert the earnest money of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit. I/We understand that the EMD/Security deposit mentioned above shall not bear any interest. In the event of my/our tender being accepted, I/We agree to enter into a contract in the form annexed hereto with such alterations and additions thereto, as suggested by IMU, as may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the whole scheme and the drawings attached to the tender.



I/We understand that IMU has the right to reject the work order without assigning any reasons and conditional tender of any sort will be summarily rejected. In case of my/our tender is accepted, I/We agree to pay all the charges connected with the preparation, Stamping and execution of the contract agreement and I/We shall abide by the terms of contract and such other reasonable terms and conditions the University may fix from time to time depending on the circumstances.

Yours sincerely,

**(Tenderer's Signature)**

Date:

Address:

Witness signature:

1)

2)

Note: Strike whichever is not applicable

**SECTION-I**  
**GENERAL DIRECTIONS TO TENDERERS**

1. Tender document should be submitted in sealed tamper proof cover superscribed with the name of the work i.e. **"TENDER FOR PROVIDING GARDEN MAINTENANCE SERVICES AT IMU CHENNAI CAMPUS FOR THE YEAR 2017-18"**. All pages of tender documents, conditions, corrigendum if any and drawings etc. shall bear the signature of the tenderer at the lower right hand corner. The tender document should bear the full signature of the tenderer or if the tenderer is partnership firm, then tender document should bear the full signature of all the partners or the signature of the person holding power of attorney on behalf of the such tenderer and in case the tenderer is a Pvt. Ltd. or Public Ltd., Co. by any competent / authorized person duly authorized by an official not below the rank of Director or Chief Executive or the Board. Any corrigendum or addendum will also form the part of the tender document and will have to be submitted by the tenderer along with the tender document.

2. Clarification of Tender Documents

The Indian Maritime University, Chennai Campus has also scheduled a **pre-bid meeting** on **11<sup>th</sup> October, 2017 at 03:00 PM in Director's Chamber** to facilitate the bidders. The firms interested to bid must attend the pre-bid meeting as per the above schedule in order to acquaint themselves of the requirement of the work and about the campus, before offering their quote. **It must be noted that attending pre-bid meeting is compulsory to bid/participate in this tender. Any firm which fails to attend the meeting as per above schedule shall be ineligible to quote for this tender.**

A bidder requiring any clarification regarding the tender document may notify in writing to the address mentioned in the invitation of tenders or may send an e-mail to [dradmin.chennai@imu.ac.in](mailto:dradmin.chennai@imu.ac.in)

IMU will respond to any request for clarification, received one week prior to the deadline for submission of tenders.

Amendment to Tender Documents

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

Any amendments thus issued will be hosted on the website [www.imu.edu.in](http://www.imu.edu.in) up to two days prior to the last date specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendments have been issued by IMU, 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 or who bought tender documents from IMU prior to the date of amendment.

3. The Tenderers are required to submit two separate Bids i.e. - Technical bid and Financial bid, as per prescribed proforma. The two Bids should be submitted in two separately sealed envelopes superscribed "**Technical Bid for Providing Garden Maintenance service at IMU Chennai Campus**" and "**Financial Bid for tender for Providing Garden Maintenance Services at IMU Chennai Campus**". Both the above said sealed envelopes should be put in a third envelope sealed and superscribed "**Tender for Providing Garden Maintenance service at IMU Chennai Campus for the year 2017-18**".

The Technical bid envelop shall include the following documents.

- i) EMD – in the form of DD in favour of "INDIAN MARITIME UNIVERSITY, CHENNAI" payable at Chennai.
- ii) Turnover for last three years duly certified by a Chartered Accountant.
- iii) Work completion certificates of similar nature of work executed in last 03 years.
- iv) Latest Solvency certificate issued by Scheduled / Nationalized Bank.
- v) Copy of labour license issued by CLC/RLC state/central for engagement of 15 nos. casual labour per day minimum for any daily work.
- vi) E.P.F. & ESIC Registration with copies of payment challans of last 6 months.
- vii) Technical bid document - Volume I with the signature of the tenderer at the lower right hand corner in all pages.

All the documents should be duly notarized or self attested. Original documents must be produced for verification, when demanded.

The second envelope containing "Financial bid" shall contain only the price bid as per the proforma.

The tenderer should quote his offer as item-wise rate at the

appropriate place in Financial bid envelope. He should not quote his offer anywhere directly or indirectly in Technical Bid envelope. The tender shall be unconditional. Conditional bids are liable to be rejected summarily.

Tenderers downloading tender document should submit necessary tender fee in the form of D.D. in favour of **"INDIAN MARITIME UNIVERSITY, CHENNAI"**, payable at Chennai, along with other required documents as mentioned above.

The Financial Bid Envelop will be opened only for those tenderers who have qualified upon evaluation of their technical bids. The Financial Bids of those tenderers who have not qualified upon evaluation of technical bid will not be returned. Tenders submitted without EMD or which does not contain requisite documents, will be summarily rejected.

4. The tenderer should write the rates of all the items mentioned in the bill of quantities in figures as well as in words. The amount for each items and the total bid amount should be worked out. In case of arithmetic mistakes in calculations of amounts and total, the rates of individual items will be considered as final. In case of discrepancies between the rates written in words and rates written in figures, the rates written in words will be considered as final.
5. IMU reserves the right to accept or reject the tender if the tenderer fails to submit the documents as per clause 3 of this section.
6. **Security Deposit**  
Successful tenderer shall have to deposit Initial Contract Deposit (ICD) of 5% of the contract amount (i.e. the awarded cost of work). Since, the EMD of successful tenderer will be adjusted against Initial Contract Deposit (ICD), the balance part of ICD payable by Contractor [i.e. ICD minus EMD adjusted] shall have to be paid by the successful bidder by way of Demand Draft in favour of **"INDIAN MARITIME UNIVERSITY, CHENNAI,"** Payable at Chennai, within ten (10) days of receipt of work order. The ICD so paid will from the part of security deposit to be kept during the course of execution of work and will be retained by IMU until the completion of contract. This EMD/ICD/Security deposit will not bear any interest. In addition to the ICD, 5% of bill amount will be recovered from each Running Account (RA) Bills & from Final Bill such that the total security deposit with the University (ICD+RA Recovery) will not be more than the 10% of the contract amount or actual bill amount whichever is more. If the contractor fails to deposit ICD within 10 days of receipt of work order the same will be recovered from 1<sup>st</sup> RA Bill along with any other dues payable, with penal interest @18% P.A. worked out from the date of

receipt of work order.

7. The Price bids shall be inclusive of all applicable taxes (i.e. CGST/SGST/IGST) and all other taxes and charges as may be applicable and are to be paid by the contractor for satisfactory completion of work and any claim for any extra payment on any such occasion shall not be entertained. Bidders are required to furnish GST Registration Certificate and the tender is to be submitted with their GST Registration number and shall have to enclose a self-certified copy of GST Registration Certificate. It is explicitly made clear that even if the prices of material/labour goes up or for any reason the cost of the project work increases, the University shall not be liable to pay any additional sum to the contractor on that account. All statutory payments of Govt. duties such as ESIC/EPF etc. have to be borne by the contractor.
8. All the works are to be carried out as per relevant IS specification. The work is to be carried out as per requirements specified by IMU. All work shall be measured according to the rules of Indian Standard without reference to any local custom unless otherwise specified.
9. Deductions on account of Income tax as applicable from time to time will be made from all bills whether running or final and certificate of deductions will be given to the contractor.
10. The entire work shall be carried out under the supervision of the staff/person employed / deputed by IMU.
11. The period of contract will be 06 months initially. The work order will be issued for six months and further subject to another 03 extensions/renewals of 6 months each after reviewing the performance of the contractor and the work, at the sole discretion of IMU, subject to the satisfactory performance & mutual consent. The Rate/ Price quoted by the tenderer must be inclusive of all applicable taxes, duties and charges and the conditions governing minimum wages shall be the same (including all other terms and conditions) till the completion of the Contract including the period of extension, if any.
12. **Eligibility Criteria –**
  - a) **Labour License**  
Labour license issued by CLC/RLC state/central for engagement of casual labours for a minimum of 15 nos. of per day for any daily work of similar nature.

**b) ESI & EPF**

Tenderer should have E.P.F. & E.S.I.C. Registration and the firm shall submit copies of payment challans of last 6 months.

**c) Solvency**

Should have latest solvency certificate of Rs.10,00,000.00 (Rupees Ten Lakh only) from any Nationalized or scheduled bank.

**d) Experience**

Should have carried out and completed similar works in Central Government/State Government/ Central Autonomous Bodies/ Central Public Sector Undertakings/ Central Universities/ Banks/ Public Limited Companies etc. during last 03 years (period ending 31<sup>st</sup> March, 2017). It must be noted that experience for ongoing works or incomplete works shall not be counted for the purpose of three years' experience.

[Mode of Proof: Copy of agreement/Work Order & completion certificate or any similar documentary proof]

- i) at least 1 Work of similar nature costing 80% of the estimated cost
- OR
- ii) at least 2 Works of similar nature costing 60% of the estimated cost
- OR
- iii) at least 3 Works of similar nature costing 40% of the estimated cost.

'Similar' work means Garden Maintenance Work.

**e) Turnover**

Should have had annual turnover of 50% of estimated cost in each year during the last 3 years ending on 31st March 2017.

[Mode of Proof: Annual Accounts duly certified by Chartered Accountant /Income Tax Returns. 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.)

13. **Evaluation Criteria:**

The tender for providing Garden maintenance services at IMU Chennai Campus is broadly consisting of following part i.e.

**“Providing Garden Maintenance services along with material and machinery”.**

As provided in the price bid format (Volume-II), the prospective bidders have to quote the price for the above component only and the L-1 firm shall be decided accordingly for award of work.

It must be noted that the bidders have to quote a lump sum amount for providing Garden maintenance services along with material and machinery.

In addition to the above, the bidders have to mention the GST rates separately in the column provided in the Price Bid.

The amount quoted for providing Garden maintenance services along with material and machinery must be inclusive of all factors including manpower engagement, material, machinery, service charges etc. Only GST has to be quoted separately.

No ambiguity should be there in the quoted price and the rate must be as per the price bid format.

**SIGNATURE OF TENDERER  
NAME AND ADDRESS OF TENDERER  
RUBBER STAMP OF PROP. OF FIRM OR COMPANY**

**SECTION-II**  
**GENERAL CONDITIONS OF CONTRACT & OTHER DETAILS**

**A. TECHNICAL DETAILS**

**AREA TO BE COVERED** : Lawns in and around the Academic Building, Auditorium, Marine Hostel, Workshop, Guest house, Sub Station, Bay of Bengal Hostel, Canteen area, Nautical Science Hostels, Ladies Hostel of DD1 & DD2 Bungalow, Quarters used as Hostel (F1 to F14), Swimming Pool area (including club house), along all Roads/Platforms and Director's Bungalow, and other open areas in the Campus (including playfield etc.)

**SCOPE OF WORK** : As specified in Section-V

**PERIOD OF CONTRACT** : 06 Months initially and further subject to another 03 extensions/renewals of 6 months each based on satisfactory performance & other tender terms.

**B. GENERAL CONDITIONS**

- 1) The contractor should not sub-contract fully or partly the tendered work to any other person/firm.
- 2) The tenderer must ensure the payment of minimum wages to their workers as per the central labour commission rules & regulation in force from time to time, for the labours engaged in the work. IMU Chennai Campus is not liable to pay any sum on account of labour laws.
- 3) All the workers should be provided with uniform & Identity cards by the contractors.
- 4) The working timings to carry out various jobs as specified under the scope of work (Section-V) shall be from 08.00 HRS to 17:00 HRS (Except Sundays) including intervals for lunch & tea or any other timing as may be fixed by the University, from time to time. In addition to the weekly off on Sunday, another 6 holidays declared by Central Government of India will also be available for the workers during the period of 6 months. The list of these holidays may be obtained from the Office of Deputy Registrar (Admin), Chennai Campus after finalization of the tender. No other holiday except these



mentioned above will be offered to the workers during the contract period.

- 5) It will be the sole responsibility of the contractor/supervisor to supervise the work carried out by the labourers. The contractor is bound to provide Garden maintenance services as per scope of work and irrespective of number of labourers. It shall be contractor's duty to complete the work to the satisfaction of IMU-Chennai Campus within stipulated time.

**The contractor shall provide one representative at the IMU Chennai Campus, who shall act as the contact point at the time of any requirement at any of the locations specified under scope of work as mentioned at point 'A' above. The contractor representative must be present physically in the Campus and must possess one working mobile every time for ease of contact.**

- 6) Successful Tenderer / bidder will be solely responsible for all statutory requirements and liabilities under various labour laws including workmen's compensation Act, Industrial disputes Act, Minimum wages Act, payment of bonus Act, Factories Act, contract labour Act etc.
- 7) The various records maintained under various labour legislations, should be maintained and should be made available for scrutiny as and when required by the University or by any other Statuary Authorities.
- 8) The successful tenderer should keep the muster roll and the same must be verified every day by the contractor representative & counter-signed by University authorities (or DR-Admin Office). A copy of the monthly muster roll shall be attested by the contractor representative and must be submitted at the time of bill submission.
- 9) The University reserves the right to terminate the contract without advance termination notice of three months for noncompliance/violation/contravention of any of the provisions of labour laws, non-implementation of court orders or orders from labour law authorities received from time to time.
- 10) The contractor shall be solely responsible for damages to University property and for any injury or loss caused to his workmen. He shall obtain necessary insurance from approved Insurance Company and IMU Chennai shall have no responsibilities/liabilities in this respect. The contractor shall indemnify IMU in respect of all expenses/loses arising out of damages to University property and due to any injury or

loss caused to his workmen

- 11) In the event of failure to carry out the work assigned under the contract to the satisfaction of IMU Chennai, the IMU reserves the right to get the work done through alternative sources at the cost and risk of the contractor.
- 12) All safety & security rules, regulations and practices prevalent in the University should be strictly followed by the contractor and contract labourers.
- 13) The contractor should abide by the rules, regulations, bylaws, statutes etc. made applicable by the Govt./Semi-Government and other local authorities for execution of the tendered job.
- 14) The successful Tenderer shall be solely responsible for the damage to the University property due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the contractor.
- 15) The successful Tenderer shall indemnify against any actions, awards, and proceedings, claims demands that may be made against it due to any act, negligence, and default etc. made by the contractor or its workers. The successful tenderer shall comply with labour license norms of/ with the Regional Labour Commissioner (Central), Chennai, w.r.t. the provision of service to IMU within one month of actual commencement of service.
- 16) The contractor should arrange following equipments & tools in sufficient numbers at their own cost and they should keep number them in good condition at site during the tenure of contract under their supervision & at their own risk.

<b>S. No.</b>	<b>Tools &amp; Equipment Name</b>	<b>Quantity</b>
01	Crow bar big	3 nos.
02	Garden trowel	3 nos.
03	Hand/pedal spray pump 12ltrs capacity or as per site requirement	1 no.
04	Hand cultivator (big size)	5 Nos.
05	Sickle (Aruva)	12 Nos.
06	Lawn mover ( Electric /Diesel or petrol operated)	01 No.
07	Pruning Saw	06 Nos.
08	Pickaxe with handle sprinklers	06 Nos.
09	Secateurs (Hand spring scissors )	03 Nos.
10	Water can	06 Nos.
11	Watering hose 1" diam (approximate 100 mtrs)	12 nos.

12	Heavy duty Chain saw (electric/petrol operated )	01 No.
13	Hand saw 18"	02 Nos.
14	Edge cutter (scissors )	03 Nos.
15	Edge trimmers (electric/petrol operated)	01 No.
16	Plastic /aluminium Basket	10 nos.
17	Wood cutter ( Knife )	04 Nos.

- 17) If a contractor wishes to terminate the contract before the expiry, due to any reason then the contractor should give three months written notice to the University. After such termination, the security deposit (ICD + Retention money till the date of termination) amount will be not be refunded to the contractor.
- 18) The contractor should provide services with materials as listed below. The quantities are only indicative and the minimum required. Depending on the usage and consumption the actual quantity may be marginally more than the above. The contractor has to procure and use material as per actual requirement (ensuring the minimum specified) and no extra amount shall be paid by institution if more than the above are consumed. University will not be responsible for any increase in the rates or tax on items.

Sl. No.	Description	Minimum Quantity	Duration
1	Supplying and stacking well decomposed cow dung manure at site	200 Cft	Once on three months
2	Red sand	200 Cft	Once on three months
3	Supplying & stacking of vermin compost	300 Kgs	Once in a month
4	Supply of Chemical fertilizer		
	a) Urea	50 Kgs	Once in a month
	b) DAP	50 Kgs	Once in a month
5	Pesticide	02 ltr	Once in two months
6	Neem Oil	02 ltr	Once in two months
7	Furidon / Thimmet	15 kgs	Once in a month
8	Coconut mixture	400 kgs	Once in six months

In addition to the above, the contractor must note that the garden waste of the Campus and dry leaves etc. should be composed by Vermi compost method and to be reused within the Campus. **Garden waste must not be burnt at any place within the Campus.**

**In case, it is found that waste is burnt inside the campus premises, then a penalty of Rs.25,000/- (Rupees Twenty Five Thousand only) shall be imposed and contract may also be terminated for violation of this term.**

- 19) Contractor should provide sufficiently enough workers along with contractor representative per day to carry out the work in the assigned area from time to time as per scope of work as given in Section-V and as mentioned in the tender document for providing Garden Maintenance services.
- 20) The University or his representative may terminate the contract at its discretion, at any time, in case of unsatisfactory service and non-rectification of any such deficiency, even after the communication from Office of Deputy Registrar (Admin), IMU Chennai Campus.
- 21) If there is any damage to any part of the building, road, kerbs, fence, water pipes, cables, drains, electric or telephone posts or wires, trees, grass land or any cultivated ground contiguous to the premises upon execution of tendered work by the contractors' labourers, the contractor shall make good the same at their own expense and in the event of their refusing or failing to do so, the damage shall be repaired at their expenses by the IMU and such cost + 25% of such cost towards general supervision will be deducted from any sums, due to / which becomes due to the contractors.
- 22) The Contractor should engage the labourers aged between 18 and 55 years old. They should also provide proof of age if required for verification of Authorities. The persons engaged should be healthy and fit enough. No labour/manpower below the age of EIGHTEEN (18) shall be employed on the work.
- 23) **Injury to person**  
The contractor shall be liable and indemnify IMU against any liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of and in the course of or caused by carrying out the works and the contractor should give the ESIC benefit to the worker as per the Act of the Employee's State Insurance Corporation.
- 24) INDIAN MARITIME UNIVERSITY-Chennai Campus, shall have right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of

deductions made from him or their wages which are not justified by their terms of the contract or non observance of the regulations.

- 25) Under the provision of the Minimum Wages Act, 1948 and the minimum wages (central) rules, 1950 the contractors is bound to allow or cause to be allowed to the labourers directly employed in the works one day's rest for six days continuous work. The minimum rate wages shall include payment of such working day or rest. In the event of default by the contractor, the IMU shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourers, and pay the same to the persons entitled thereto from any money due to the contractor by the IMU Chennai.
- 26) The contractor shall be primarily liable to all applicable statutory payments to be made under, and for the observance of the regulations without prejudice to the University's right to be indemnified from its contractor.

**27) Termination of Contract:**

The competent authority of IMU accepting the tender may without prejudice to the right against the contractor in any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of contract and without prejudice to any rights or remedies under the provision of this contract or otherwise and whether the date of completion has or has not elapsed by notice in writing, absolutely determines whether the contract can be terminated in any of the following cases :

- a) If the contractor have been given by Deputy Registrar (Admin) a 7 days notice to rectify, reconstruct or replace any defective work and in the opinion of Deputy Registrar (Admin) that the contractor will be unable to complete the work and secure completion of the work by the date of completion.
- b) If the contractor, being a company pass a resolution or the court shall make order that company shall be wound up or any instructions are received from Income Tax department or any Government Organization.
- c) If the contractor commits breach of any of the terms and conditions of the contract.
- d) If the contractor becomes insolvent, when the contractor has made himself liable for action under any of the cases aforesaid. The Director on behalf of IMU shall take action as under:

- i) To terminate or annul the contract and upon such termination or rescission, security deposit of the contractor shall be liable to be forfeited and shall be at disposal of the IMU.
- ii) To carry out the balance work through another agency and recover the balance amount arising out of difference between the later rate and former rate from the original selected tenderer, from any amount payable to him including Earnest Money, any bills payable, Security Deposit or any amount payable to him for any other work.
- iii) To take possession, of any tools, plants, materials and stores in or upon the work or site thereof belonging to the contractor and procured by the contractor and intended to be used for execution of work and given due credit while setting account or given requisite notice to remove all such materials failing which shall take action to either remove them from the site of work at the contractor's expense or sell them by auction on account of contractor at his risk and cost.

**28) Extension of Time:**

If the contractor requested any extension of time for completion of work on the ground of his having unavoidable hindrances in its execution or any other ground, he shall apply in writing to Deputy Registrar (Admin) within 7 days from the date of such hindrance on account of which his request for such extension (which shall be final) on reasonable ground be shown. Deputy Registrar (Admin) may authorize such extension of time, if any, as may, in his opinion be necessary or proper to keep the contract active. Recommendation/decision of the Director to grant such extension with or without levy of compensation shall be deemed to be final.

**29) Settlement of Disputes:**

Should any dispute arise between the Bidder and the IMU which cannot be resolved amicably through mutual negotiations, the same shall first be resolved through Arbitration, failing which in a Court of competent jurisdiction based in Chennai irrespective of the locus of the dispute.

30) Conditional tender will be rejected without assigning any reason.

**31) Entry and Exit:**

The contractor, his agents, representative, workmen, etc. and his materials, carts, trucks, or other means of transport, etc. will be allowed to enter through and leave from only such gate or gates and at such times as the Deputy Registrar (Admin) or authorized In-charge

of the restricted areas may bear at their sole discretion. Contractor's authorized representative if required are to be present at the places of entry and exit for the purpose of identifying his carts, trucks, etc. to the personnel In-charges of the security of the restricted area.

**32) Temporary Identity Permits:**

The contractor or his representative/site In-charge overseers and other regular staff are required individually to be in possession of the temporary entry permit which will be issued by the Security on the recommendation of the Deputy Registrar (Admin). Regarding casual labourers/ skilled workers to be engaged in the execution of the work, following procedure shall be followed. The casual/skilled workers who will be engaged by the contractor shall be allowed to enter IMU premises through gates on production of Daily Attendance card which will be marked by the authorized representative of the contractor before entering at the security gate. The Security Officer shall have the authority not to allow any labourer who does not possess the "Marked attendance roll cards". The labourers working and moving in the campus areas should always carry the attendance roll card with them for identification. Contractor shall be responsible for the conduct and discipline of his/workmen/agent or representative at all time.

**33) Fire Precaution:**

The contractor, his agents, representative, workmen etc. shall strictly observe the orders pertaining to fire precautions prevailing within the restricted areas.

- 34) The contractor has to obtain CAR policy before commencement of the work and he should pay ESI and EPF contribution against the workers engaged by him.
- 35) The indemnity bond and promissory note will be required to be submitted by the contractor for secured advance if any.
- 36) No mobilization advance will be given to the contractor.
- 37) If the contractor violates security rules and regulations of the University, a penalty of 2.0% of the work order amount will be recovered from their dues.
- 38) IMU reserves its rights to divide the work among different agencies or not to execute any items in the schedule of work or to call any agency for negotiation without assigning any reason and without giving any reference to anybody and also to divide the work among two, three agencies.

- 39) No work will be sub-leted to other agency, if found the said agency will be black listed by intimating to the other organization.

I say and declare that I will carry out the work as per the conditions of contract attached to the said tender.

**SIGNATURE OF TENDERER  
NAME AND ADDRESS OF TENDERER  
RUBBER STAMP OF PROP. OF FIRM OR COMPANY**



**SECTION-III**  
**TERMS OF PAYMENT**

- 1) No advance payment against ensuring up-keeping bills will be made under any circumstances.
- 2) The Tax Invoice raised by the supplier must be in compliance of relevant GST acts, rules & notifications made there under and should bear the IMU-Chennai Campus GST Registration no. **33AAAI2610K3Z2**. The rate and amount of CGST, SGST, IGST and GST (Compensation to state) cess, related to supply of goods, shall be shown separately in tax invoice for each item of supply. Monthly bill will be paid as per scope of work and amount of incomplete work will be deducted from the total monthly bill as specified in section-VI, Details of Penalties.
- 3) The contractor shall submit bills in respect of the services rendered by him on calendar month basis with daily & monthly report in the prepared format duly signed by the respective department representative along with copies of salary paid Register, Attendance Sheet and E.P.F., ESIC and any other Tax(if applicable) amount paid bank challans.

In case the University engages the contractor for providing Garden maintenance services on any of the closed day or holiday, then payment for the same shall be made on pro-rata basis along with the monthly bills.

- 4) Contractor should deposit the ESIC, Employee Provident fund contribution & any other tax (if applicable) to the concerned office separately for those workers engaged in IMU, Chennai site and the said statement should be submitted along with bill to University.
- 5) The total security deposit equivalent to 5% of the contract value will be deducted from running bill. The amount shall be refunded within 60 days of completion of the contract after adjusting all dues. It must be noted that Security deposit shall be refunded only after submitting all dues clearance certificate from each labour. If the application for refund along with no pending dues certificate is not received within three years, the amount will be credited to University account and thereafter no claim will be entertained.
- 6) Income Tax will be recovered at the prevailing rates from the bills payable to the contractor.
- 7) Wages of labourers shall be paid by A/c payee cheques through bank and necessary bank statement & Xerox copy of pay slip of each labour

shall be produced to University along with bill if required by IMU.

- 8) Water & Electricity will be provided free of cost by the University.
- 9) In the event of any dispute over this contract between the Bidder and the IMU which cannot be resolved amicably through mutual negotiations, the same shall first be resolved through Arbitration, failing which in a Court of competent jurisdiction based in Chennai irrespective of the locus of the dispute.

**SIGNATURE OF TENDERER  
NAME AND ADDRESS OF TENDERER  
RUBBER STAMP OF PROP. OF FIRM OR COMPANY**

**SECTION-IV**  
**Special Conditions for Labour Contract**  
**(to be followed by contractor without any obligation on IMU)**

- 1) The contractor shall follow the rules and regulations of the Contract Labour (Regulation & Abolition) Act 1970 and rules 1971.
- 2) The Contractor shall provide EPF & ESIC facility to the labourers as provided in the Act.
- 3) The Contractor shall follow the minimum wages Act.
- 4) The Contractor shall disburse salary to the labourers on the 7th of every month.
- 5) The salary shall be paid in the form of A/C payee cheque and disbursement should be made in the presence of representative of IMU.
- 6) Every month the copy of the salary register shall be submitted before release of payment to the contractor.
- 7) The Contractor shall adopt all safety measures on site / office.
- 8) The Contractor shall provide all required tools to the labourer within five days from the date of commencement of the contract.
- 9) As per Bonus Act 1965 & its amendment & the notification published in the Gazette of India, New Delhi on 27th Oct. 2007, contractor is required to make payment of bonus to the labourers from its profit. University will not reimburse bonus amount to the contractor.
- 10) The Contractor shall obtain required labour license from RLC (Central) within 15 days from the date of issue of work order. All returns as per rules shall be submitted to the RLC (Central) by the contractor.
- 11) Details of EPF contribution and ESIC contribution paid by the contractor in respect of his labourers are required to be produced before the release of second RA bills and if the contractor fails to do so, the payment will not be released.
- 12) Notice board as per Labour Contract act shall be displayed by the contractor.
- 13) IMU reserves its rights to entertain complaints of labourers, to investigate into the matters and if labourer's claims are found to be correct, the said amount will be adjusted through RA Bills / Security

Deposit of the contractor and to release the said payment to the labourer.

- 14) The contractor has to obtain CAR policy before commencement of the work
- 15) IMU reserves its rights to reject any or all applications for issue of blank tender forms to accept / to reject or to divide the work among different agencies or not to execute any items in the schedule of work or to call any agency for negotiation without assigning any reason and without giving any reference to anybody and also to divide the work among two, three agencies.

**SIGNATURE OF TENDERER  
NAME AND ADDRESS OF TENDERER  
RUBBER STAMP OF PROP. OF FIRM OR COMPANY**

## **SECTION-V** **SCOPE OF WORK**

1. 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 contractor shall develop Garden as per specifications and direction from University and maintain the same.
- b) The contractor 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 contractor and to the satisfaction of the University authorities.
- d) Water will be made available by the IMU-CC 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 contractor shall draw out water from these storage tanks/ borewell points/gate valve for watering of Gardens.

### **2. Application of Fertilizers /Pesticides:**

The contractor shall apply the fertilizers/Pesticides 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 contractor shall employ experienced Malis and take care of periodic application of pesticides and fertilizer. Contractor shall take necessary measures for controlling of any sudden outbreak of epidemic. Casualties if any, due to disease or overdose of fertilizers shall be replaced with same type & approximately same age of plant without any extra cost.

### **3. Maintenance of Existing Trees:**

Trees planted in mass, avenue trees, shady/flowering trees are included in maintenance. The contractor 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 chipped, removed and disposed off at the places as and when instructed by Director or his representative. The contractor shall ensure complete care to avoid infection of disease by applying red oxide, glue & insecticides to the

cut portion of the tree. The contractor 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.

**4. 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-borer, mealy-bug's, tea-mosquito, white ants etc.). All the plants shall be maintained by water preparing and maintaining basin, raking of soil, dweeding basin, applying pesticide/fertilizer when required or as directed. The contractor shall carry out leveling around as per instruction of Director or his representative. Disposal of grass/leaves shall be done as directed.

**5. 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, dweeding, 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 contractor with the same type and approximately of same age without any extra cost.

**6. 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 Director, or his representative. The mowing shall be done evenly and smoothly to 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. Contractor 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, contractor 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

contractor 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.

#### **7. 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 contractor 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 contractor 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 contractor 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 Contractor. If any plant dies during the period of contract the same should be replaced by the contractor with the same type. The contractor shall maintain these pots by watering, pruning and taking all necessary care for healthy growth.

#### **8. Maintenance of Flower Beds:**

The contractor 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

by excavating one feet 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. The flower beds 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 fertilizer and pesticides whenever required.

**9. Any other work assigned by the Competent Authority in IMU, Chennai 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 Contractor to carry out any such item of work.

**SIGNATURE OF TENDERER  
NAME AND ADDRESS OF TENDERER  
RUBBER STAMP OF PROP. OF FIRM OR COMPANY**



**SECTION-VI**  
**DETAILS OF PENALTIES**

<b>S.No.</b>	<b>Default</b>	<b>Penalty</b>
1	Employees not wearing uniform	Rs.500 per day per person
2	Failure to sweep the area & dispose the leaves and garbage	Rs.500 per day
3	Failure to keep the site clean	Apart from the penalty prescribed. The Deputy Registrar (Admin) shall have the right to get this work done at the cost of the agency either departmentally or through any other agency. The expenses so incurred would be intimated to the agency by Deputy Registrar (Admin) and the requisite amount would be deducted from the monthly bills of the agency for the services rendered by it.
4	Failure to supply materials as listed as per clause 18	Twice the MRP rate of the product
5	Burning garden or any other waste inside the IMU Campus premises	Rs.25,000 penalty & contract may also be terminated for violation of this term
6	Failure to provide satisfactory services as mentioned in Scope of work under Section II & Section V	Penalty will be imposed as per the discretion of Deputy Registrar (Admin)

**SIGNATURE OF TENDERER**  
**NAME AND ADDRESS OF TENDERER**  
**RUBBER STAMP OF PROP. OF FIRM OR COMPANY**

**SECTION-VII**  
**FORMS**

**1. FORM OF TENDER**

**To**  
**THE DIRECTOR**  
**INDIAN MARITIME UNIVERSITY,**  
**CHENNAI CAMPUS,**  
**EAST COAST ROAD, UTHANDI,**  
**CHENNAI - 600119**

Sir,

1. Having perused the Scope of tender for Providing Garden Maintenance services at IMU Chennai campus and we, the undersigned submit our offer to IMU and hereby specifically undertake to do the following should our tender-bid be accepted.
2. We hereby undertake to furnish an unconditional and irrevocable Performance Security Deposit, payable at Chennai, in the manner set-forth in the "Instruction to Tenderers" and to commence the work at site within 10 days from the date of issue of the work order.
3. We undertake to enter into and execute an agreement with IMU in the prescribed format in accordance with the conditions of Contract within 30 days from the date of issue of the work order.
4. Unless and until a formal agreement is prepared and executed, our tender-bid together with IMU's written acceptance thereof, shall constitute a binding Contract between us.
5. We shall and hereby undertake to abide by the terms and conditions of this tender for a period of 90 days from the day of opening of the Tender-Bids. We shall if so required, extend the validity of the offer for such period as may be mutually agreed upon.

6. We further agree that in the event of our withdrawing our tender-bid prior to the receipt of the final decision from IMU or in the event of our failing to furnish the Performance Security Deposit, in such form as prescribed in this Tender or in the event of our tender-bid being accepted and we fail to execute an agreement in the prescribed format within 30 days from the date of issue of work order to commence work, then the EMD submitted along with our tender-bid shall stand forfeited without requiring the performance of any further act whatsoever by IMU.
7. We are aware and acknowledge that IMU is not bound to accept the lowest or any tender that IMU may have received.
8. Should our tender-bid be accepted, we find ourselves to be wholly and solely responsible for the due performance of the Contract.
9. Should our tender-bid be accepted, we undertake to perform the work of tender for the Providing Garden Development and Maintenance services at IMU Campus at the price quoted in the Tender-bid during the stipulated Contractual period of six months from the date of the execution of the Contract and strictly abide by the conditions of the Tender.

Dated at Chennai this .....day of 2017.

Signature in the capacity of duly authorized to sign the tender-bid for and on behalf of .....

**(IN BLOCK CAPITALS)**

**WITNESS**

**(1)**

**(2)**

**Address**

**2. FORM OF POWER OF ATTORNEY**

Dated: .....

**POWER OF ATTORNEY**

**To whom so ever it may concern**

Mr..... (Name of the person along with father/husband’s name, residing at.....(address), acting as ..... (Designation and name of the Firm/Company), and whose specimen signature is attested below, is hereby authorized on behalf of. .... (Name of the Firm/Company) to provide information and respond to enquiries, etc. for Providing Garden Development and Maintenance Services at IMU Chennai campus. The said Mr./Ms..... is hereby further authorized to sign and submit relevant documents on behalf of the Firm/Company in respect of the above.

(Attested signature of Mr./Ms.....)

For.....(Name of the Firm/Company)

Attested by Notary Public

STAMP PAPER

(VALUE Rs.100)

### **3. FORM OF AGREEMENT**

**AGREEMENT NO.....OF 2017**

CONTRACTOR AGREEMENT for the work of \_\_\_\_\_

\_\_\_\_\_ Article of agreement made at  
\_\_\_\_\_ this \_\_\_\_\_ day of the

Two Thousand \_\_\_\_\_, between INDIAN MARITIME  
UNIVERSITY, Chennai Campus, A central University a body established by  
an Act of Parliament (Indian Maritime University Act – 22 of 2008) acting  
through its Director or any other Officer nominated by the IMU(Chennai  
Campus), (hereinafter called the IMU-CC) of the one part and

\_\_\_\_\_ whose Registered Office  
is situated at \_\_\_\_\_  
(herein after called "the contractor") of the other part.

WHEREAS

The IMU, CC being desirous of having provided and executed certain works  
mentioned enumerated or referred to in the Volume –I [IMU TENDER  
DOCUMENTS] which interalia consists of eight sections (Section I-VIII) to  
be annexed and are designed to form part of this contract and are included  
in the term "CONTRACT" herein used.

AND WHEREAS

The IMU –CC accepted the tender of the contractor for the provisions and  
the execution of the said work at the rate stated in the schedule of  
quantities of works (Herein after called "Schedule of Rates") upon the terms  
and subject to the conditions of contract.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND  
BETWEEN THE PARTIES AND AS FOLLOWS

1. In this Agreement, the words and expressions shall have the same  
meaning as are respectively assigned to them in the conditions of Contract  
hereinafter referred to.

2. The documents which form part of the contract will be the **Volume-I  
[IMU TENDER DOCUMENTS]** which interalia consists of eight sections

(Section I-VIII) and **Volume-II [CONTRACTOR'S PRICE BID DOCUMENT]** which consists schedule of quantities of work and other documents constituting the Tender and acceptance thereof. It is further agreed that the work order No. \_\_\_\_\_ dated \_\_\_\_\_ shall constitute the contract between the parties.

3. In consideration of the payments to be made to the contractor for the works to be executed by him, the contractor shall and will duly provide, execute and complete the work as per the time limit mentioned in the tender documents and shall maintain the same thereafter, perform all such acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said work and at the times and the manner and subject to the terms and conditions or stipulations mentioned in the contract.

4. In consideration of the due provision, execution and completion of the said work, the IMU do hereby agree with the contractor that IMU-CC, will pay to the contractor in the respective amount for the work actually done by him at the "schedule rate" quoted and accepted by IMU-CC such other sums as may become payable to the contractor under the provisions of the contract such payment to be made at such time and in such manner as provided for in the agreement.

5. In consideration of the due provision, execution and completion of the said work and contractor does hereby agree to pay to the IMU the sum as may be due to the IMU for the services if any rendered by the IMU to the contractor and such other sum or sums as may become payable to the IMU-CC towards loss, damaged to the IMU equipment, material, plant and machinery including these hired to the contractor if any as set forth in the said conditions of contract, such payment to be made at such time and in such manner as provided in the contract.

6. The contractor has to deposit with the IMU-CC the sum of 5% equal value of financial limit as the fixed Earnest Money Deposit and remaining part will be recovered from contractor by allowing the IMU-CC to deduct from the bills payable to them at the rate of 5% of amount payable to the contractor. This security deposit will be retained until the expiry of the contract and refunded after 2 month form the payment of final bill for the due observance and performance of this contract.

7. All disputes arising out of or any in connection with this agreement or

concerning thereto shall be deemed to have arisen in Chennai and the same will be referred to this sole arbitrator of Director or anybody nominated by the Director, IMU-CC for his decision and his decision will be final.

8. The several parts of this contract have been read by me/us and fully understood by me/us.

IN WITNESS WHEREAS THE PARTIES HAVE ACCEPTED THESE PRESENT IN DUPLICATE THE DAY AND THE YEAR FIRST AS MENTIONED ABOVE.

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE

INDIAN MARITIME UNIVERSITY, Chennai Campus  
SIGNATURE:

\_\_\_\_\_

DESIGNATION: \_\_\_\_\_

In the presence of witness

1) \_\_\_\_\_ (Address)

2) \_\_\_\_\_ (Address)

SIGNED AND DELIVERED FOR ON BEHALF OF

\_\_\_\_\_

(Signature) \_\_\_\_\_

In the presence of Witness

1) \_\_\_\_\_ (Address)

2) \_\_\_\_\_ (Address)

**Section-VIII**  
**TECHNICAL BID**

*(First sheet shall be on the letter head and  
All pages have to be authenticated at the bottom)*

(1) Labour license issued by CLC/RLC state/central for engagement of casual labours for a minimum of 15 nos. of labours per day.

(2) E.P.F & ESIC registration with copies of Payment Challans for the last 6 months.

Yes/No.

(a) Available at which page number of Bid Document: \_\_\_\_\_

(3) Latest Solvency certificate for Rs.10,00,000.00 form any Nationalised bank /scheduled bank.

(a) Available at which page number of Bid Document: \_\_\_\_\_

(4) GSTIN of the firm \_\_\_\_\_

(a) Available at which page number of Bid Document: \_\_\_\_\_

(5) Whether the bidder has carried out and completed similar works in Central Government/ Central Autonomous Bodies/ Central Public Sector Undertakings/ Central Universities during last 03 years (PERIOD ENDING 31.03.2017).

Sl. No.	Description of the work	Name of the client	Name, Address & Contact No. of the Client for whom the work was carried out	value of the work	Period of the work	Mode of Proof	Available at which page of the document
1							
2							
3.							



- (6) Average annual turnover for the last 03 financial years i.e. 2014-15, 2015-16 and 2016-17.

Financial Year	Turnover in Rupees (Rs. In Lakhs)	Page number of document
2014-15		
2015-16		
2016-17		

- (7) Whether the Bidder has been debarred or black listed by any Government Department / agency in the past 03 (three) years on account of fraudulent or corrupt practices or inefficient/ineffective performance?

Yes / No

### **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 company is liable to be blacklisted/debarred by IMU for at least 03 years.

**Date:**

**Signature with Seal of Authorised Signatory**

**Place:**