

BID DOCUMENT

**FOR PROVIDING LANDSCAPING SERVICES AT THE
INDIAN MARITIME UNIVERSITY - KOCHI CAMPUS,
KOCHI - 29**

**THE DIRECTOR
INDIAN MARITIME UNIVERSITY- KOCHI CAMPUS
NH 47A, NEAR ALEXANDER PARAMBITHARA BRIDGE
SOUTH END RECLAMATION AREA
WILLINGTON ISLAND
MATSYAPURI (PO.), KOCHI - 29
PH: 0484-2989402**

INDIAN MARITIME UNIVERSITY - KOCHI CAMPUS

Tender No. IMU /KoC/ T – 004 / 2016

Dated 12th April 2016

BRIEF INFORMATION ON BID DOCUMENT

Tender No.	IMU / KoC / T - 004 / 2016 Dated 12 th April 2016
Duration of Contract	45 days after the issue of work order
Last Date and Time of Submission	22.04.2016 ; 01.00 PM
Date of Opening of Bid	22.04.2016; 04.00 PM
Cost of Tender Document	Rs.100/-
Validity of Bid	90 Days
Address and Venue of Submission of Bids	The Director Indian Maritime University- Kochi Campus NH 47A, Near Alexander Parambithara Bridge South End Reclamation Area Willington Island Matsyapuri (PO.), Kochi – 29 PH: 0484-2989402

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Tender No. IMU /KoC/ T – 004 / 2016

Dated 12th April 2016

SECTION - 1

NOTICE INVITING TENDER

To,

Dear Sir(s)

Indian Maritime University - Kochi Campus invites Sealed/Tamper Proof Tenders from specialized experienced contractors, who have carried out works of similar nature and magnitude in last five years in respect to the following work.

You are requested to inspect the site and also to make local inquiries before filling this tender so as to acquaint yourself/yourself with local conditions etc.

The tender documents are to be submitted in tender box kept in front of the Office of the Assistant Registrar, IMU - Kochi. The bidder may also send the bid documents by Courier/Post, addressed to the Director, Indian Maritime University - Kochi Campus, Matsyapuri (PO), SER Area, Kochi - 29, so as to reach the University not later than **13:00 hrs on 22nd April, 2016**. 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 late will be summarily rejected. The tenders (Technical Bid) will be opened **at 14.00 hrs on 22.04.2016** in Indian Maritime University - Kochi Campus, SER Area, Matsyapuri (PO), Kochi - 29 and interested tenderers may be present at the time of tender opening.

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, if the 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 reserve the right to reject any or all the tenders without assigning any reason there of and it is not binding on IMU-Kochi to accept the lowest bid or any other bid.

**Director
IMU- Kochi Campus**

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SECTION - 2

UNDERTAKING

From:

To
The Director,
INDIAN MARITIME UNIVERSITY,
Kochi Campus, NH 47A, South End Reclamation Area,
Mastypuri (PO), Kochi - 29.

Dear Sir,

I/We the undersigned have carefully gone through and clearly understood all parts of the tender documents named "TENDER FOR PROVIDING LANDSCAPING SETTING SERVICES AT IMU KOCHI 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 work covered by the tender strictly in accordance with the above tender drawings & documents.

In the event of my/our tender being accepted, I/We agree to enter into a contract 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)

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Date:

Address:

Witness signature:

1)

2)

Note: Strike whichever is not applicable

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SECTION - 3

GENERAL DIRECTIONS TO TENDERERS

1. Tender should be submitted in sealed tamper proof cover super scribed with the name of the work. 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 should bear the full signature of the tenderer or if the tenderer is partnership firm, then tender 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.
2. In case any clarification is required, the tenderer may obtain it in writing, well in advance, from the Assistant Registrar. In any case the tenderer will be responsible to bind himself to the terms & conditions, corrigendum if any, and specifications of the tender once submitted by him.
3. The bid envelop shall include the following documents.
 - I. Work completion certificates of similar nature of work executed in previous years.
 1. OR
 - II. List of (a) works in hand/ (b) tendered for / (c) value of unfinished works in hand.
 - III. bid document with the signature of the tenderer at the lower right hand corner in all pages
4. All the works are to be carried out as per requirements specified by IMU and to the satisfaction of the customer. All work shall be measured according to the rules of Indian Maritime University.
5. 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.
6. The contractor should not sub-contract fully or partly the tendered work to any other person/firm.
7. It will be the sole responsibility of the contractor to supervise the work carried out by the labourers.
8. Successful Tenderer / bidder will be solely responsible for all statutory requirements and liabilities.
9. The various records maintained under various labour legislations, should be maintained by the contractor and should be made available for scrutiny as and when required by the University or by any other Statutory Authorities.
10. The University reserves the right to terminate the contract without advance termination notice

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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.

11. 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-Kochi shall have no responsibilities/liabilities in this respect. The contractor shall indemnify IMU-Kochi in respect of all expenses/loses arising out of damages to University property and due to any injury or loss caused to his workmen.

12. In the event of failure to carry out the work assigned under the contract to the satisfaction of IMU Kochi, the IMU reserves the right to get the work done through alternative sources at the cost and risk of the contractor or demand the contractor to redo the work.

13. All safety & security rules, regulations and practices prevalent in the University should be strictly followed by the contractor and contract labourers.

14. The contractor should abide by the rules, regulations, by laws, statues etc., made applicable by the Govt. / Semi-Government and other local authorities for execution of the tendered job.

15. 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 agency.

16. 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

17. 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.

18. The Contractor should engage the labourers aged between 18 and 60 years old. They should also provide proof of age if required for verification of Authorities. The persons engaged should be healthy and strong. No labour below the age of EIGHTEEN (18) shall be employed on the work.

19. INDIAN MARITIME UNIVERSITY - KOCHI 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.

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20. 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.

21. All safety & security rules, regulations and practices prevalent in the University should be strictly followed by the contractor and contract labourers.

22. 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.

23. 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 has been given by Assistant Registrar a 7 days' notice to rectify, reconstruct or replace any defective work and in the opinion of Competent Authority 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

ii) To carry out the balance work through another agency and recover the balance amount arising out of difference between the latter 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

iv) 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 settling account or given requisite notice to remove all such materials failing which 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.

24. Settlement of Disputes:

Should any dispute arise between the Bidder and 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 Kochi irrespective of the locus of the dispute.

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25. Conditional tender will be rejected without assigning any reason.

26. 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 Assistant Registrar 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.

27. 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 Assistant Registrar. Regarding casual labourers / skilled workers to be engaged in the execution of the work, the 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 labourers who does not possess the "Marked muster roll cards". The labours working and moving in the campus areas should always carry the muster roll card with them for identification. Contractor shall be responsible for the conduct and action of his/workmen/agent or representative at all time.

28. Fire Precaution:

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

29. The indemnity bond and promissory note will be required to be submitted by the contractor for secured advance if any.

30. No mobilization advance will be given to the contractor.

31. If the contractor violates security rules and regulations of the University or damages the University property, a penalty of 0.5% of the work order amount will be recovered from their dues.

32. 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.

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

34. No advance payment against ensuring up-keeping bills will be made under any circumstances.

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35. Contractor should deposit the ESIC, Provident fund contribution & service tax (if applicable) to the concerned office separately for those workers engaged in IMU, Kochi site .

36. The total security deposit equivalent to 5% of the contract value will be deducted from running bill. The amount shall be refunded on completion of the contract after adjusting all dues. If the application for refund is not received within three years, the amount will be credited to University account and thereafter no claim will be entertained.

37. Income Tax will be recovered at the prevailing rates from the bills payable to the contractor.

38. Water & Electricity will be provided by IMU free of cost.

39. In the event of any dispute over this contract, Director IMU, Kochi's decision shall be final and binding.

40. 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.

41. The work will be carried out skillfully with professional equipments and manpower.

42. The time period for completion of work is 45 days after the issue of work order.

43. Penalty @ 1% per week will be imposed if the work is not carried out within specified time period.

44. The Rate/ Price quoted is inclusive of all taxes, duties and charges and shall be firm till the completion of the Contract including the period of extension, if any.

45. The payment will be made only after the satisfactory completion of the work and any claim for any extra payment on any such occasion shall not be entertained. 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.

46. Under no circumstances will the contractor be entitled to claim enhanced rates for any item in this contract.

47. The contractor is required to provide one year maintenance including (but not limited to) grass cutting, manuring, watering, pruning free of cost. IMU will retain 2% of the contract amount as security deposit and will release the same over 12 months in equal monthly installments.

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

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DIRECTOR

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

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SECTION - 4
GENERAL CONDITIONS OF CONTRACT

I. SPECIFICATIONS FOR LANDSCAPING

Sl. No.	Description of Item	Qty	Rate	Unit	Amount
1.	Leveling of Old ground, removing weeds, disposal of waste, land scaping the area and garden setting.	3500		Sq Mtr	
2.	Providing, filling and leveling good earth for a thickness of 20 cm including all material and labour.	225		m ³	
3.	Providing layers of good earth 10 cms thick, river sand and good earth 3 cms and 7 cms thick each, good earth and fertilizer mix 7 cms thick and 10 cms good earth filling at top.	115		m ³	
4.	Spreading Baffalo grass with 5 cms gap grass setting and an average spreading time of one month including all materials and labour involved.	3333		Sq Mtr	
5.	Sprinklers' with, valve, motor (1.5 hp), and other accessories.	10		No;s	
				Total	

Director
Indian Maritime University
Kochi Campus