



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

TENDER FOR

**“PROVIDING GARDEN MAINTENANCE SERVICES
AT IMU CHENNAI CAMPUS”**

TENDER NO / IMU/ CC/ T- 003 / 2014 / EC

VOLUME – II

PRICE BID

Cost of Tender Form : Rs.1000/ set

Last Date for Submission : 15.00hrs on 19.06.2014

Date & Time of Opening : 15.30hrs on 19.06.2014

TENDER FOR GARDEN MAINTENANCE SERVICES IN THE IMU

CHENNAI CAMPUS FOR THE YEAR 2014-15

TENDER No / IMU/ CC/ T- 003 / 2014 / EC

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**TENDER FOR GARDEN MAINTENANCE SERVICES IN THE IMU
CHENNAI CAMPUS FOR THE YEAR 2014-15**

S. No.	Months	Description of Work	Unit	Unit Rate in words & figures	Amount in Rs.
1	12	Maintenance of garden comprising of lawns, hedges, shrubs and shrubbery' s flower beds etc. by regular watering of the gardens, weeding out the areas, moving of lawns, trimming, hedges spreading of farmyard manure, soil and fertilizer to be used as top dress including the cost of supply of manure, soil, fertilizer, pesticides etc., laying annual seasonal displaying flower beds in the area as per design, cleaning and removal of all unwanted materials out of the garden area, including all small patches of unwanted growth either of plants or other sorts of vegetation, even boulders rubbish etc. from the vicinity area not limited to garden and always keep the garden areas in perfect condition and to the standard , Maintenance of planted potted plants by regular watering, weeding, giving the shape to potted plants, removal the dry leaves, exchange the potted, plants, cut steam, Cleaning dry leaves from garden area and nursery by sweeping including collection of ripe and dry leaves or weeds from the pots, Sweeping, Collecting and disposing off dry leaves and garden waste , and ranking of Vegetation	Per Month		

- The minimum laborers to be engaged per day in each of the building are given separately in Section II, Clause 20 of Volume I

Note:

1. The rate includes wages, EPF, ESI, Bonus, Cost of materials , tools and machineries, Administrative charges, workmen compensation

policies, insurance if any, communication facilities, safety equipments etc, all taxes like income tax, service tax, VAT, GWF, etc. complete.

2. The wages (per month) payable by you to your personnel as per Government of India minimum wages, as per Area C.
3. The tenderer shall submit the proof of remittance for his employee towards the payment of statutory norms as applicable to IMU. If the tenderer fails to submit the proof of remittance the payment towards the service will be stopped until the contractor submits required documents.
4. Responsibilities of Sweepers, Attendant and Supervisors are mentioned separately in the tender in section V of volume I
5. For Non-performance of any above items proportionate amount will be deducted from the payment due to the contractor as per **Section VI, DETAILS OF PENALTIES**

Signature of the contractor with seal

2. FORM OF TENDER

**To
INDIAN MARITIME UNIVERSITY,
EAST COAST ROAD,
UTHANDI,
CHENNAI 600 119**

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 Bank Guarantee towards Performance Security, encashable at Chennai, in the manner set-forth in the "Instruction to Tenderers" and to commence the work at site within 7 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 of this tender for a period of 60 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, 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 15 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 Gardening services at IMU Campus at the price quoted in the Tender-bid during the stipulated Contractual period of one year from the date of the execution of the Contract and strictly abide by the conditions of the Tender.

Dated at Chennai thisday of 2014.

Signature _____ in the capacity of
duly

authorized to sign the tender-bid for and on behalf of

(IN BLOCK CAPITALS)

1) WITNESS(1)

(2)

Address

:

3 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 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.....)

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

Attested by Notary Public

4. FORM OF PERFORMANCE GUARANTEE

(Issued by a Nationalized/Scheduled Bank in India)

This Deed of Guarantee executed atby (Name of the Bank) having its Head/Registered Office at (hereinafter referred to as “the Guarantor” which expression shall, unless it be repugnant to the subject or context thereof, include its executors, administrators, successors-in-interest and assigns);

In favour of M/s. IMU having its office at (hereinafter referred to as ‘IMU’ which expression shall, unless it be repugnant to the subject or context thereof, include its executors, administrators, successors-in-interest and assigns;

Whereas

- A. M/s. having its registered office at (hereinafter called “the Successful Tenderer” which expression shall, unless it be repugnant to the subject or context of thereof, include its executors, administrators, successors-in-interest and assigns) has successfully bid and has been selected as the prospective Contractor inter alia, for the work of tender for the Providing Garden Maintenance services at IMU Chennai campus (hereinafter referred to as “Said Work”) and IMU has issued a Letter of Acceptance dated _____ for award of the Contract to the Successful Tenderer.
- B. IMU has sought for an unconditional and irrevocable Bank Guarantee for the sum of Rs.....(Rupees.....only) by way of Security for the due execution and performance of the Work and obligations set out in the Contract within a period ofdays from the date of issue of the Letter of Acceptance for award of the Contract and for guaranteeing the due performance of the Work inter alia relating to tender for the Providing Garden Maintenance

services at IMU Chennai campus and the Guarantor has agreed to provide a Guarantee being these presents.

NOW THIS DEED OF GUARANTEE witnesseth that in consideration of the aforesaid premises, we,Bank, the Guarantor herein, hereby irrevocably and unconditionally guarantee as follows:

- I. The Successful Tenderer shall execute the Contract before...(date)... and shall Providing Garden maintenance services at IMU Chennai campus strictly in accordance with and in compliance of all the Terms and conditions as contained in the tender-bid submitted by the Successful Tenderer.
- II. We, the Guarantor, shall without any demur or protest, pay to IMU an amount not exceeding Rs. (Rupees ...only) within five (5) days from the date of receipt of a mere written demand thereof from IMU stating that the Successful Tenderer has failed to meet its performance obligations as stated in Clause (i) above without having to furnish any proof, documentary or otherwise , of the Successful Tenderer having committed such breach.
- III. The above payment shall be made by us, as the Guarantor, without any reference to the Successful Tenderer or any other person and irrespective of whether IMU's claim is disputed by the Successful Tenderer or not.
- IV. This Guarantee shall be valid and shall remain in force for a period of 15 months from i.e., up to and inclusive of (date) including a 3 months claim-period.
- V. In order to give effect to this Guarantee, IMU shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any subsequent variations in the terms and conditions of the Contract or other documents by IMU or due to any extension of time of performance granted to the Successful Tenderer or any enlargement of time of the power exercisable by IMU

against the Successful Tenderer or forbearance or non-enforcement of any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on IMU's part or any indulgence shown by IMU to the Successful Tenderer to give such matter or thing whatsoever which under the Law relating to Sureties would, but for this provision, have the effect of so relieving us.

VI. This Guarantee shall be unconditional and irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are fully discharged.

VII. This Guarantee is enforceable and encashable at Chennai.

In witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by Bank By the hand of
Shri

Its.... and authorized official.

STAMP PAPER
(VALUE Rs.100)

5. FORM OF AGREEMENT

AGREEMENT NO.....OF 2014.

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 Notice Inviting Tender, Under taking, SECTION I -General Directions to Tenderers, SECTION II ANNEXURE – I, SECTION III TERMS OF PAYMENT, SECTION IV. Special Conditions for Labour Contract, SECTION V SCOPE OF WORK, SECTION VI DETAILS OF PENALTIES and Brief Particulars of Forms copies to be annexed all of which 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 WITHNESS 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 Notice Inviting Tender, Under taking, SECTION I -General Directions to Tenderers, SECTION II ANNEXURE – I, SECTION III TERMS OF PAYMENT, SECTION IV Special Conditions for Labour Contract, SECTION V SCOPE OF WORK, SECTION VI DETAILS OF PENALTIES and Brief Particulars of Forms and **Volume II [CONTRACTOR’S BID DOCUMENTS]** which interaila consists schedule of quantities of work, Form of Tender, Form of Power of Attorney, Form of Performance Guarantee, Form of Agreement 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 2% 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 1 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)