

AGREEMENT

THIS AGREEMENT entered into at Chennai on this between the Tamil Nadu Dr.M.G.R. Medical University, No.69, Anna Salai, Guindy, Chennai – 600 032, represented by its REGISTRAR, hereinafter called the “UNIVERSITY” as the PARTY OF THE FIRST PART AND M/S represented by its Proprietor Thiru., Proprietor, hereinafter called the “ANNUAL MAINTENANCE CONTRACTOR” as the PARTY OF THE SECOND PART”.

2. **WHEREAS** the University, the party of the First Part desires to assign the contract for the annual maintenance of plumbing-cum-pump operating (i.e. for regular water supply at the University Campus) and also to operate the Motors and maintain water lines/sewage lines and Carpentry work located at No.69, Anna Salai, Guindy, Chennai- 600 032.

3. **WHEREAS** the party of the second part, M/S, represented by its Proprietor Proprietor offered to render services as Annual Maintenance Contractor.

4. **WHEREAS** the party of the first part, has accepted the offer made by the Annual Maintenance Contractor.

5. **WHEREAS** the terms and conditions of the said engagement have been “Mutually” discussed and agreed upon.

6. **WHEREAS** the parties are desirous of putting them in writing.

7. **WHEREAS** the party of the second part viz., the Annual Maintenance Contractor has agreed to render the following services for the party of the first part viz., The Tamil Nadu Dr.M.G.R. Medical University, Chennai-32 for a period of one year from _____ to _____ for the maintenance of plumbing-cum-pump operating (i.e. for regular water supply at the University Campus) and also to operate the Motors and maintain the water lines/sewage lines and Carpentry work at **Rs./- (Rupeesonly)** per month and the contractor shall provide one Plumber, one Helper for attending to the above said work for Seven days in a week and the above said persons will work in the General Shift that is from 9.30 AM to 6.00 PM for attending to the work for all Saturday, Sunday and other Government Holidays. The contractor should provide one carpenter to the carpentry work as and when required by the University for 10 working days in a month.

8. SCOPE AND SERVICES:

(a). PLUMBING WORKS:

The contract’s scope is operation and operating water pumps, maintaining of water lines/sewerage lines of this University and its departments and to attend the plumbing works and carpentry various type of repairing works attend as may be entrusted by the party of the first part from time to time. The hire charges for tools and plants will be borne by the Party of the second part.

(b). CARPENTRY WORKS:

- i) The contractor will have to carry out all type of MINOR / MAJOR and PETTY repairs pertaining to the doors, windows, in-built cupboards made with wood / aluminum etc. including furniture items such as CHAIRS, TABLES, DRAWERS, WOODEN BUREAU, PARTITIONS etc., in the entire campus of this University as above.
- ii) The contractor will have to arrange for all types of tools.
- iii) The contractor will have to arrange for minor materials, such as nails, screws, fevicol,

hinges, wooden beadings etc. for aforesaid repairs at their own cost. The cost of other major materials required such as wood, ply wood, block board, locks, Window glass pans etc. and other costly hardware fittings (Costing beyond Rs. 100/- each) will be reimbursed by the THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY on production of bills/cash memo from the seller and "Work Completion Report" from the Assistant Executive Engineer[CIVIL], or any officer assigned by this University. Estate Maintenance Wing of this University. However, all such material shall be immediately procured/arranged by the contractor from the market reimbursement to be claimed subsequently as per arrangement mentioned hereinbefore. The rates of the materials should be in accordance with the prevailing market rates.

Carpenter 1 No (working in monthly 10 days only)

09. TERMS AND CONDITIONS:

- i. Adequate supporting staff should be made available by the annual maintenance contractor for the operation/maintenance of the above said items and wherever repairs are necessary arrangement shall be made by the Annual Maintenance Contractor and required to keep motors, etc., in a good condition.
- ii. The Annual Maintenance Contractor shall engage personnel with required qualification and experience to ensure excellent quality of service, as mutually agreed.
- iii. It is the responsibility of the contractor to obtain necessary licences and ensure compliances of all the statutory regulations like ESI, INSURANCE etc., that are in force and that may become applicable in future from time to time in all matters concerning this contract and the contractor shall produce the same to the University as and when requested to do so.
- iv. The contractor shall take necessary insurance cover for accidents and for any other dues that would become payable by him under "WORKS MEN COMPENSATION ACT" or any other statute/Rules that would be applicable. The Tamil Nadu Dr.M.G.R. Medical University will not be held liable on this account.
- v. The contractor would indemnify the University against all liabilities & Losses and any amount that may become payable due to lapse or non-compliance of any statutory obligations by him.
- vi. The contractor shall remove from work, his workers who are found to be negligent in their duties or whose presence in the premises is otherwise objectionable.
- vii. The contractor shall provide the specified number of labourers for eight hours in one shift as mentioned below on all days including Saturdays, Sundays and Government holidays and shall keep the attendance register which is liable for checking by controlling officers and the Assistant Executive Engineer (Civil) / Assistant Registrar (Stores) of the University.
09.30AM 06.00 PM 1 No. of Plumber-cum-pump operator
09.30 AM 06.00 PM 1 No. of Helper
Carpenter 1 No (working in monthly 10 days only)
- viii. The contractor shall provide all his employees with Uniform and identification badges.
- ix. If the controlling Officers find any lapse in the work, he may impose monetary penalties upon the quantum of lapses.
- x. The Annual Maintenance Contractor should carryout any other instructions given from time to time by the controlling officers on behalf of the University.
- xi. The Annual Maintenance contractor has to test each and every repair work after completion to the entire satisfaction of the controlling officers.
- xii. The contractor rate includes hire charges for tools etc., but excludes the spares, wooden and metal items required for the maintenance work.
- xiii. All other spares used for the work will have to be supplied by the University as per the requisition from the contractor.
- xiv. The Annual Maintenance contractor shall provide all the required instruments and tools for the regular operation of the pump/motors. The Tamil Nadu Dr.M.G.R. Medical University does not bear any responsibility for the loss of any materials owned by the contractor.
- xv. The contract shall cover the maintenance of all water coolers, purifiers, etc.,

- xvi. The contractor will maintain a record in the prescribed format regarding maintenance of all motor pumps in the University premises and its departments at the above said address and shall be duly certified by the Engineer of this University.
- Xvii. The employees of the contractor shall work under the technical supervision of this University Staff and to the full satisfaction of the controlling officers, Technical Officer, Assistant Registrar (Stores) and Assistant Executive Engineer (civil) or any officer assigned by this University.
- Xviii. The Annual maintenance contractor's address and telephone numbers shall be available with their workers and University employees.
- Xix. The carpenter will maintenance all type of repairing works (i.e doors, furniture, almirah, racks table and chairs etc.,)

10. PAYMENT TERMS:

The Assistant Executive Engineer (Civil) / Assistant Registrar (Stores) of this University will supervise the above work and certify the bills for payment by the Assistant Executive Engineer (Civil) / Assistant Registrar (Stores) and then only the payment will be made to the contractor based on the certificate. There shall be no raise in the maintenance charges during the contract period. The payment will be released monthly on production of maintenance bill in duplicate at the rates agreed by the University.

11. PENALTY FOR NON-FULFILLMENT OF CONTRACT:

In the event of non-fulfillment of contract, penalty will be levied at the rate of 10% per week on the total contract price if the work has not been commenced in full within the stipulated period subject to force major conditions. Further such performance may entail blacklisting of the contractor.

12. ASSIGNING OF CONTRACT IN WHOLE OR IN PART:

The contract or any part share of interest in it, is not to be transferred or assigned by the contractor directly or indirectly or any person or persons whomsoever without the written consent of the Registrar, the Tamil Nadu Dr. MGR Medical University, Chennai.

13. MODIFICATION

Any modification to the terms and conditions shall be made only with the mutual consent of both the parties to the agreement.

14. TRMINATION OF CONTRACT:

During the contract period, if the Tamil Nadu Dr.M.G.R Medical University is not satisfied with the services of the contractor, or the contract is transferred to the third party, the contract will be terminated and the contractor shall pay back the proportionate amount of the maintenance charges of the University. In such cases, the University shall give an advance intimation of not less than 30 days to the contractor. In the event of unsatisfactory maintenance, the University reserves the right to claim damages for non-fulfillment of contract.

15. GENERAL PROVISIONS:

This agreement shall supersede all previous communications, both oral and written and provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both parties thereof.

16. ARBITRATION:

i. All disputes, differences and questions whatsoever which shall arise between the parties hereto during the continuance of the contract or afterwards, touching any clause or matter herein contained, or the rights, duties and liabilities of either party in connection therewith, shall be referred to the sole arbitrator to be appointed by the contractor and the Registrar of the Tamil Nadu Dr.M.G.R. Medical University, Chennai. All such Arbitration proceedings shall be held in Chennai and shall be in accordance with and subject to the provision of the Arbitration and conciliation Act, 1996 or any statutory modification re-enactment thereof for the time being in force.

ii. This document together with the attachments here signed by both the parties shall constitute the entire contract between the contractor and the University. The contract shall be governed in all respects by Indian Law. The foregoing terms and conditions shall prevail notwithstanding any variations contained in the terms and conditions of any other documents submitted to the University unless variations have been specifically agreed upon mutually by the parties.

IN WITNESS WHEREOF the parties above named have set their hands and signature on the day month and year first above written.

REGISTRAR
The Tamil Nadu Dr.M.G.R. Medical University,
No.69, Anna Salai, Guindy,
Chennai-600 032.

WITNESS:

1.

2.

Annual Maintenance Contractor

WITNESS:

1.

2.