

## TENDER NOTICE

For and on behalf of the Anna University Chennai, Tenders will be received by the Professor and Estate Officer, Anna University, Chennai 25 at his office up to 3.00-p.m. on ..... for the work of "....."

The Tender should be in the prescribed form obtainable, from the office of the Professor and Estate Officer, Anna University, Chennai - 25.

The Tenders will be opened by the Professor and Estate Officer, Anna University Chennai, Chennai-25 at 3.30 on the same day.

1. The Tenderers or their agent are expected to be present at the time of opening of tenders. The tender receiving officer will, on opening each tender, prepare a statement of the attested and unattested corrections therein and hand it, over to the tenderer. If any of tenderers or their agent", finds it inconvenient to be present at the time then in such a case, the tender-receiving officer will, on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of the corrections without any question what soever.

2. Tenders must be submitted in sealed covers, and should be addressed to the Professor and Estate Officer, Anna University, Chennai -25, the name of the tenderer and name of the work being noted on the cover.

If the tender is made by an individual it should be signed with his full name and his address shall be given. If it is made by a firm it shall be signed by a member of the firm who shall write his own name and full address, and the name and address of every other member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorised officer who shall produce with his tender satisfactory evidence of the authorisation. Such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.

3. Each Tenderer must also send a certificate of income tax verification from the appropriate income tax authority in the form prescribed therefore.

This certificate will be valid for one year from the date of issue for all tenders submitted during this period.

TENDERER

**PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25**

In case of propriety of partnership firm it will be necessary to produce the certificate aforementioned for the proprietor / proprietors and for each of the partners as the case may be.

If the Tenderer is a registered P.W.D. contractor and if a certificate for the current year had already been produced by him during the calendar year in which the tender is made, it will be sufficient if particulars regarding the previous occasion on which the said Certificate was produced are given.

All Tenders received without a certificate as afore will be summarily rejected,

4. Each Tender, at pay, as earnest money, a sum of Rs...../- (Rupees ..... ) in to the branch of State Bank of India or any other Schedule Bank to the credit of the Professor and Estate Officer, Anna University, Chennai and enclose with his tender, the challan endorsed according. The earnest money deposit can also be paid in any other form may be approved by the state Government from time to time. This earnest money will be refunded to the unsuccessful tenderer on application, after intimation is sent on rejection of the tender or at expiration of 3 months from date of Tender whichever is earlier. This refund will be authorised by the Professor and Estate Officer, Anna University, Chennai-25 by suitable endorsement on the challan. The earnest money will not be received in cash. If exempted, from paying Earnest money deposit the same should be mentioned.

The earnest money will be retained in the case of successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.

5. (i) The Tender will remain valid for a period of three calendar months from the last date for receipt of tender. The validity period can be extended further, if the tenderer gives his consent in writing stating the period of extension.

(ii) The Tenderer whose tender is under consideration shall attend the office of the Professor and Estate Officer before the end of period specified/by written intimation to him. If the tenderer fails to attend the office before the end of the specified period, his tender will not be considered. He shall forth with upon intimation being given to him of acceptance of his tender by the office duty authorised in his behalf under article 299 (1) of the constitution, herein after called the "accepting authority" make security deposit of 2% of the value of contract in one of the forms prescribed in Tamil Nadu P.W.A code, By taking into account the amount of E.M.D already deposited with the tender it would be sufficient to pay the balance amount to make up the 2% of the value of contract for with E.M D. and the amount with held accordingly clause 64(1) of general condition of the contract shall be retained as security for due fulfillment of contract.

TENDERER

PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25

(iii) On receipt of written communication of acceptance of tender, if the tenderer fails to pay the requisite security deposit within the period specified in the written. Communication or back out from the tender or withdraws his tender the E.M.D. shall be forfeited to the Anna University Chennai.

If the contractor fails to carry out the contract after paying the requisite deposit then, the contractor will be liable for the excess expenditure if any incurred to complete the work as contemplated in the general conditions to the contract.

(iv) It will be expressly understood by the Tenderer that on receipt of written communication of acceptance of tender by the accepting authority there emerges a valid contract between the University and the tenderer for a execution of the work, without any separate written agreement. Hence for this purpose, the tender document (i.e.) tender notice, tender offered by the contractor, general conditions to the contract, special conditions to the contract, negotiation, correspondences, written communication of acceptance of tender etc., shall constitute a valid contract and that will be foundation of the rights for both parties to the contract.

Provided that it shall be open to the accepting authority to insist execution of any written agreement by the tenderer, if administratively considered necessary or expedient.

6. The Tenderer shall examine closely the Tamilnadu Building practice and also the general conditions of contract and sign the Divisional office copy of the Tamilnadu Building practice and its addenda volume in taken of such study before submitting his tender unit rates which shall be for finished work in site. He shall also carefully study the drawings and additional specifications and all the documents connected with the contract. The Tamilnadu Buildings practice and the other documents connected with the contract. The Tamilnadu Buildings practice and the other documents connected with the contract such as specifications plans descriptive specifications sheet regarding materials etc., can be seen at any time during office hours in the office of the Professor and Estate Officer, Anna University, Chennai-25.

7. The tenderer's attention is directed to the requirements for materials under, the clause "Materials and workmanship" in the 'Preliminary Specification' Materials confirming to the Indian Standard specification shall be used on the work, and the tenderer shall quote his rates accordingly.

TENDERER

PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25

8. Every Tenderer is expected, before quoting his rates, to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, kilns etc., wherefrom certain material are to be obtained will be given in the Descriptive specification sheet. The best class of materials are to be used to the work. In every case, the materials must comply with the relevant standard specification. Samples of materials.

As called for in the standard specification or in this tender notice, or as required by the Professor and Estate Officer any case shall be submitted for the Professor and Estate Officer approval before the supply to site of work is begun. If the contractor after examination of the source of materials defined in the Descriptive specification sheet, is of opinion that materials complying with the standard or other specifications of the contract cannot be obtained in quality or sufficient quantity from the source defined in the Descriptive specification sheet, he shall so clearly in his tender state wherefrom he intend to obtain materials, subject to the approval of the Professor and Estate Officer.

The Anna University Chennai will not, however, after acceptance of contract rate pay any extra charges for lead or for any other reason, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard "Preliminary Specification" regarding payment of seigniorage, Tools etc.

9. The Tender's particular attention is drawn to the sections and clauses in the standard "Preliminary Specification" dealing with:

1. Test inspection and rejection of defective materials and work.
2. Carriage
3. Construction Plant
4. Water and Lighting
5. Cleaning up during progress and for delivery
6. Accidents
7. Delays
8. particular of payment

The contractor should closely peruse all the specification clauses which govern the rates which he is tendering.

TENDERER

PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25

10. A schedule of quantities accompanies this tender notice it shall be definitely understood that the Anna University Chennai does not accept responsibility for the correctness of competence of this schedule and that this schedule is liable to alterations by omissions, deductions, or conditions at the discretion of the Professor and Estate Officer as set forth in the condition of contract. The tenderer will, however, base his lumpsum tender on this schedule of quantities. He should quote specific rates for each item in the schedule, and the rates should be in rupees and in sums of five paise. The rates should be written both inwards and figures and the units in words. The tenderer should also show the totals of each items and the grand total of the whole contract, and quote in the tender a lumpsum for which he will undertake to do the whole work subject to conditions of contract such lumpsum agreeing with the total amount of schedule 'A'. This schedule accompanying the lumpsum.

Tender shall be written legibly and free from erasures, over writings or conversions of figures. Corrections, where unable, should be made by crossing out, initialing dating and rewriting.

11. Tenders offering a percentage deduction from or increase on the estimate amount, and those not submitted in proper form or in due time will be rejected. Rates of lumpsum amounts for items not called for shall not be included in the tender. No alteration which is made by the tender in the contract form, the conditions of contract, the drawings, specifications or quantities accompanying the same will be recognised, and if any such alterations are made the tender will be void.

12. The Tender should work out his own rates, without reference being made to the Public Works Department current schedule of rates or to the Anna University Chennai estimate rate which are not open for inspection by tenderers.

13. The price at which and the source from which certain particular materials should be obtained by the contractor are given at the end of the schedule accompanying the tender form. Tenderers must accept the materials at these prices and shall quote their price for finished work accordingly. Notwithstanding any subsequent charge in the market value for these materials, the charge to the contractor will under penal clauses as stated in special conditions. No cartage or incidental charges will be borne by the Anna University Chennai in connection with his supply.

**TENDERER**

**PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25**

14. The attention of the Tenderers is directed to the contract requirements as to the time of beginning work the rate of progress and the dates for the completion of the whole work and its several part. The rate of progress as indicated in the Annexure and proportionate value of work done from time to time as will be indicated by the Professor and Estate Officer certificates of the value of work done, will be required. Date of commencement of this programme will be the date of which the site (or premises) is handed over to the contractor.

Note: The period to be entered in column 1 for the purpose of defining the rate or progress may be fixed by the Professor and Estate Officer to suit each case.

15. No part of the contract shall be sublet without written permission of the Professor and Estate Officer, Anna University Chennai or shall transfer be made by power of attorney authorising others to receive payment on the contractor's behalf.

16. If further necessary information is required, the Professor and Estate Officer, Anna University Chennai will furnish such, but it must be clearly understood that tenders must be clearly understood must be received in order and according to instructions.

17. The Professor and Estate Officer or other sanctioning authority reserves the right to reject any tenders or all the tenders without assigning any reason therefore.

18. The Tenderers who are themselves not professionally qualified shall undertake to employ qualified technical men at their cost to look after the work. The tenderers should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required by the department specified in the schedule annexed. In case the selected tenderer is professionally qualified or has undertaken to employ technical men is under him, he should see that one of the Technical qualified men is always at the site of the work during working hours personally checking all items of works and paying extra attention to such works as may demand special attention (eg.) reinforced concrete works. etc.

19. The contractor shall comply with the provisions for the Apprentices Act, 1961 and the Rules and orders issued, there under from time to time. If he fails to do so his failure will be a part of the contract and the competent authority may in his discretion cancel the contract or revoke any of the penalties for breach of contract provided in the agreement. The contractor shall also be liable for any pecuniary liability arising on Account of any violation by him of the provision of the Act.

TENDERER

PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25

20. Without prejudice to the generality of the above clause, the contractor shall during the currency of the contract, when called upto by the Engineer-in-charge engage and also ensure engagement by sub contractors and other employee by the contractor in connection with the work such number of apprentices In the categories mentioned below and for short periods as may be required by the Engineer in charge. The contractor shall train them as required under the Apprentices Act, 1961 and the rules made there under and shall be responsible for ail obligations of the employee under the said act including the liability to make payments to apprentice as required under that said Act.

The number of Apprentices to be engaged in different categories shall be as under.

Category	Maximum number to be engaged
A	
B	
C	
D	
E	
F	

21. The contractor should after employment to ex-today tappers as far as possible. The number of ex-today tappers to whom he can so after employment should be mentioned in the tender and he should undertake in the agreement to offer such employment to such number

TENDERER

PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25

**TENDER**

To

Dated:

The Professor and Estate Officer,  
Anna University Chennai  
Chennai-600025.

Sir,

(1) I / We do hereby Tender and if this tender be accepted undertake to execute the following works, viz,

as shown in drawings and described in the specification deposited in the office of the Professor and Estate Officer, Anna University Chennai with such variations.

By way of alterations of, additions to an omission from the said works and methods of payments as are provided for in the "conditions for contract" for the sum of Rupees "or such other sum as may be arrived at under the clause of standard preliminary specification relating to "payment on lumpsum basis or by final measurement at unit prices".

(2) I / We have also completed the priced list of items in schedule A' annexed in words and figures) for which/we agree to execute the work and receive payment on measured quantities as per the general conditions to the contract.

(3) I / We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and hence read the Tamilnadu detailed standard specification and preliminary specification therein and that I/We have made such examination of the contract documents and of the plans, specifications and quantities and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I / We will not hereafter make any claim or demand upon the University based upon or arising out of any alleged misunderstanding or misconnection or mistake on my/our part of the said requirements covenants, stipulations and restrictions and conditions.

**TENDERER**

**PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25**

(4) I / We enclose an income tax verification certificate, I/We being a registered Public work Department Contractors, I/We produced in income-tax verification certificate in respect of (here particulars of the previous occasion on which the certificate was produced should be given) The legal address of the contractor for service of all letters and notices will be as follows:

(5) i. (a) I/We enclose herewith a challan for the payment of the sum of Rupees\* as earnest money not to bear interest

(5) i. (b) I/We have paid Rs. (Rupees only)

as against the EMD of Rs.

Once I am/we are and eligible to pay the EMD at concessional rates.

(5) i. (c) In lieu of cash deposit I have enclosed a bearing No.

Date: Issued by for a value of  
Rs. (Rupees

drawn endorsed/pledged/in favour of the PROFESSOR AND ESTATE OFFICER,  
ANNA UNIVERSITY, CHENNAI-25

(5) i. (d) I am /we are and hence exempted from  
payment of EMD.

(6) If my/our Tender is not accepted, this accepted, this sum shall be returned to  
me/us on my/our application.

When intimation is sent time/us of rejection on or at the expiration of three months.  
the date of this tender whichever is earlier. If my/our tender is accepted, the Earnest  
Money shall be retained by the University as security for the due fulfillment of the  
contract. If upon intimation being given to me us by the authority authorised by the  
Anna University Chennai herein after called "the accepting authority" of acceptance of  
tender fail to make the additional security deposit than I/We agree to the forfeiture of  
EMD. Any notice required to be served on me/us (registered or ordinary) or left at  
my/our address given herein. Such notices shall if sent by post be deemed to have  
been served on me/us the address to which it is sent.

TENDERER

PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25

(7) I / We fully understand that on receipt of communication of acceptance of tender the accepting authority there emerges a valid contract between me/us and the Anna University Chennai and the Tender documents that is tender notice, tender with schedules and general conditions of contract and special acceptance of tender shall constitute the contract for this purpose and be the foundation of rights of both the parties as defined in clause 1 of tender notice provided that it shall be open to the accepting authority to insist on execution of any written agreement by tenderer if administratively considered necessary of Express expedient.

(8) I / We have also signed the copy of the TNBP of the National Building Code an addenda volume thereto maintained in the Division office in acknowledgement of being bound by all conditions of the clauses general conditions to the contract and all specifications for items of works described by a specifications number in schedule A.

(9) In consideration of the payment of the said sum of Rs.

of sum other sum as may be arrived at under the clause of the general conditions to the contract relating to payment on final measurement at Unit prices I/We agree subject to the said conditions to execute an complete the works shown upon said drawings generally number form I to inclusive schedule B and described in the specification schedule C and to the extent of the probable quantities shown in schedule A with such variations by way of alteration of additions to or deductions from the said works and method of payment therefore as are provided for in the said conditions.

(10) The term Professor and Estate Officer, in the said conditions shall mean the Anna University Chennai Officer in-charge of the division having jurisdiction for the Time being over the work, who shall be competent to exercise all the powers and privileges reserved herein in favour of the Anna University Chennai with the previous sanction of or subject to rectification by the competent authorities incase where such sanction or verification specification may be necessary and who has been duly authorised by the Anna University Chennai.

(11) I/We agree that the time shall be considered as the essence of this contract and to commence the work as soon as this agreement is accepted by competent authority as defined by the TNPWD Code and the site or Premises is handed over to complete the work with in months from the date of such handing over site or premises and show progress as defined in the tabular statement" rate of progress" subject nevertheless to the contract appended to the Tamil Nadu Building Practice.

TENDERER

PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25

(12) I / We agree that upon the terms and conditions of this contract being fulfilled and performed to the satisfaction of the Professor and Estate Officer, the security deposited by me/us here in before rected or such portion thereof as I/We may be entitled to under the said conditions be paid back me/us provided in clause.

(13) I am / We are professionally qualified and my/our qualification are as follow.

I / We in pursuance of clause of Tender notice undertake to employ the following technical staff for supervising the work and will see that one of them is always at site during working hours personally checking all items of works and pay in extra attention to such works as require special attention (e.g. R.C.C)

Name of Technical Staff proposed to be appointed	Qualifications & Experience
1.	
2. Vide Annexure	
3.	
4.	

(14) In pursuance of negotiation with the Professor and Estate Officer, Anna University, Chennai -25.

I / We agree to reduce the rates for the items in the schedule as follows:

Sl. No.	Item No. in the Schedule	Reduced rate per Unit
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Date

Signature of

Witness with full address

with name in block letters.

Signature of  
Contractor

TENDERER

PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25

(15) On behalf of the Anna University Chennai and as duly authorised by the Anna University Chennai the above Tender for a value of Rs.

(Rupees

is accepted of this day            of            201

Signature of

Designation

### ADDITIONAL CONDITIONS

1. The EMD may be paid into the branch of SBI of any other scheduled Bank credit of the Professor and Estate Officer, Anna University, Chennai-25, With his tender. The EMD may also be in the form of small savings scripts/deposit/Accounts and enclosed with his tender. Such deposits may be in the shape of NSC/time deposits issued by and post office and it should be pledged in favour of the Professor and Estate Officer, Anna University, Chennai-25 by the Post Master concerned form where such certificates are obtain. The EMD may also be in favour of the Professor and Estate Officer, Anna University, But this is be converted to the above shape after the tender is acceptance and before the, this is acceptance of agreement.

2. The tender accompanied with EMD in the shape of NSC/time deposit is- sued by the Post Office but without pledging to the credit of the Register will not be generally accepted.

3. Tenders received without EMD will be summarily rejected.

4. Tenders with tampered seal will be summarily rejected.

5. Tenders in which the rates are not written clearly either in words or figures will be generally rejected. In case of any discrepancy while expressing the rates in words and figures the rates whichever is advantageous to the Anna University Chennai will only be taken into account. If the rate is not quoted even for a single item, the Tender will be summarily rejected.

6. Tenders containing over writing or correction which are not attested by Tenderer are liable for rejection,

TENDERER

PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25

7. The security deposit together with EMD of the successful Tenderer and the amount withheld shall be retained as security for due fulfillment of contract. The security deposits and 2 1/2% of the value of work done by the contractor will be retained for one year after completion of the work. Therefore an indemnity bond for 4 years to carry out repairs if any will be obtained from the contractor.

8. When Tender is given by a firm which is having more than one partner, the following should be enclosed along with the Tender.

9. (a) A copy of the partnership deed.

(b) A certificate to the effect that one of the partners of the firm have been registered individually as a contractor in the P.W.D.

(c) A certificate to the effect that none of the partners are partners in other firms which have been registered as contractor in the P.W.D.

10. When the Tender is given by a firm by a copy of the power of attorney who will execute the agreement and carryout works shall be enclosed with the Tender.

11. The Tender should be submitted along with the covering letter giving full details as called for in the Tender notice and with particulars carefully relating to the following items,

(a) Whether they are registered contractors. If registered together with the copy of letter registering them in the appropriate class.

(b) Details of previous work done here by the Tenderer covering the cost of work, the agreement number and date, the department in which the work was carried out etc., so as to assess previous experience of the Tenderers at once and also make an early reference to their record of work. Details should be furnished year wise.

(c) List of various machinery and other equipments at the Tenderer's disposal for use in the execution of work. The tenders submitted without filling up the above details are liable to be rejected.

12. The tenders must be submitted in a fullscope cover duly signing in each page of the schedule and plans of tender documents and sealed properly.

TENDERER

PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25

(Particulars to be furnished by Tenderer)

1. Name of Tenderer :
2. Name of Work :
3. Date of Tender :
4. Total value of Tender :
5. Details about EMD enclosed for this tender and its validity :
6. Registered class of the tenderer with monetary limit and department in which registered (Certified copy of the registration should be attached) :
7. Recent works executed (Details about name and place of work, should be furnished) :
8. Works under execution (Details about name and place of work, should be furnished) :
9. Command of labour in brief :
10. Turnover of previous year (Particulars for a period of the past three consecutive years to be furnished) :
11. Whether Income tax clearance certificate is enclosed, if not when it will be produced :
12. Whether sales tax clearance certificate is enclosed, if not, when will it be enclosed :
13. List of machines available with the tenderer :

**SIGNATURE OF TENDERER**

**TENDERER**

**PROFESSOR AND ESTATE OFFICER  
ANNA UNIVERSITY CHENNAI, CHENNAI - 25**