# **IMPORTANT**

# Instructions to the Tenderers

- 1. Please read the conditions of Tender carefully.
- 2. The documents supplied to you comprise the Index Page, Notice Inviting Tender, Conditions of Tender, Form of Tender for Works, Draft Articles of Agreement, Conditions of Contract, Appendix to Conditions of Contract, and Index to Conditions of Contract, special conditions (if any), general terms and conditions. (if any)
- 3. Please fill in information (in the blanks provided) on page Form of Tender for Works.
- 4. Please sign in full at places as required on:
  - i) Information and Index page,
  - ii) Conditions of Tender,
  - iii) Form of Tender for Works, with witnesses,
  - iv) All pages of the bills of quantities.
- 5. Please initial all <u>other pages</u> of this Tender document including the Notice Inviting Tender, Appendix to Conditions of Contract, the Index to Conditions of Contract.
- 6. <u>Please return the complete</u> set including the plans and the <u>bills of quantities</u> with your covering letter in <u>a sealed cover.</u>
- 7. You must not fail to quote your rates in words also.



<u>Name of the Employer:</u> MADRAS SCHOOL OF ECONOMICS, Gandhi Mandapam Road (Behind Anna Centenary Library), Kotturpuram, Chennai-600025.

Name of the Work: New Class Room Block	(G+2) – Plumbing & Sanitary Works.	

Tender issued to:

Name:

Address:

Date of issue:

Tenders are due to be submitted by 03:00 PM on the 16<sup>th</sup> July 2025 and addressed to The Director, Madras School of Economics, Gandhi Mandapam Road (Behind Anna Centenary Library), Kotturpuram, Chennai-600025.

# **INDEX TO DOCUMENT**

1.	Copy of Press Notification (if any)	*Pages
2.	Copy of Notice Inviting Tenders	Pages
3.	Conditions of Tender	Pages
4.	Form of Tender	Pages
5.	Letters exchanged between tenderer and	Pages
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7.	Articles of Agreement	Pages
8.	Bill (Schedule) of Quantities	Pages
9.	Specifications (if any)	Pages
10.	Conditions of Contract	Pages
11.	Appendix to Conditions of Contract	Pages
12.	Instructions to Tenderers & Special Conditions (if	Pages
	any)	•
13.	Drawings Nos.	Job No.

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Signature of Tenderer:
Name: Designation: Address:



#### NOTICE INVITING SHORT TERM TENDER

To:

Dear Sir/s:

Sub: MADRAS SCHOOL OF ECONOMICS, Gandhi Mandapam Road (Behind Anna Centenary Library), Kotturpuram, Chennai-600025
New Class Room Block (G+2) - Plumbing & Sanitary Works.

- 1. Contract documents comprising bills of quantities, form of Tender, Conditions of Tender, Draft Articles of Agreement, Conditions of contract, Appendix to conditions of contract, Important Terms and Conditions, special conditions of contract, soil exploration report if any and Drawings (List as per Annexure enclosed) of job No:144 are forwarded herewith. The cost of documents of Rs. 2500/- may be sent to us by way of Cash/Cheque/DD drawn in favour of M/s CTC DESIGNERS, payable at Chennai.
- 2. Please price in the Bills of Quantities and send all the papers, with the completed form of tender, the Conditions of tender and of contract, and specifications, all duly signed at every page, before 03:00 PM on the 16<sup>th</sup> July 2025 in a sealed cover superscribed " TENDER for Proposed New Class Room Block (G+2) Plumbing & Sanitary Works and addressed to The Director, Madras School of Economics, Gandhi Mandapam Road (Behind Anna Centenary Library), Kotturpuram, Chennai-600025.
- 3. No consideration will be given to a tender received by us after the time above stipulated and no extension will be allowed for submission of tender.
- 4. The tenders will be opened 'In Camera' at the office MADRAS SCHOOL OF ECONOMICS, Gandhi Mandapam Road (Behind Anna Centenary Library), Kottur, Chennai-600025
- 5. The time allowed for the total work shall be **2 months** from the 10th day after the date of written order to commence work or after the date on which the site is handed over to the contractor whichever is later. Time shall be considered the essence of the contract.
- 6. A mobilization advance amounting to 10% of the value of the contract shall be made to the contractor as detailed out in clause 32A of Conditions of Contract.
- 7. Water and Power for executing this contract shall have to be arranged by the contractor at his own cost. The contractor shall arrange for its distribution also at his own cost and shall conform to all regulations governing the same. Water for concrete/masonry work shall be tested and approved by the Employer/Architect prior to using in works. Contractor shall make sufficient storage & distribution facility at no extra cost.
- 8. The tenderer will submit his tender after carefully examining the whole of the tender documents and the conditions of tender and of contract, Appendix to the conditions of contract, the drawings and specifications, the bills of quantities, etc.

- 9. This notice inviting tenders, the conditions of tender and the duly completed form of tender will form part of the agreement to be executed by the successful tenderer with the Employer.
- 10. The employer reserves the right to reject any or all the tenders without assigning reason thereof.
- 11. Rates shall include GST (The component of GST shall not be included in each item of work and shall be quoted separately)
- 12. The employer reserves the right to award any component of the project or group of components to any tenderer or the entire work to any tenderer without vitiating any conditions of the Notice Inviting Tender and the contract and the rate tendered.
- 13. You are also required to fill in the information called for in clause(11) of the conditions of Tender.
- 14.If any deviations were found while quoting the tender regarding the specifications of any items of work, the tenderer are not permitted to write any deviations in specifications in the bill of quantities. Tenderers can write the deviations clearly in covering letters along with the respective items rate quoted for. Tenders filled with deviated bill of quantities are subject to be rejected without assigning any reasons to the tenderer by the Employer/Architect.

Yours faithfully,

Architect T.CHANDRAN CC Designers

# FORM OF TENDER FOR WORKS

To:

Dear Sir/s:

Having duly examined the tender documents including the drawings, specifications, designs, schedule of Quantities relating to the works specified in the underwritten memorandum and having visited the site of the said works and having acquired all the requisite information relating thereto as affecting this tender, I/We hereby offer to execute the works specified in the underwritten memorandum within the time specified therein at the rates specified in the schedule of quantities and in accordance, in all respects, with the specifications, designs, drawings and instructions in writing referred to in the conditions of tender, the Articles of Agreement, special conditions, the schedule of quantities and conditions of contract and with such materials as are specified, by and in all other respects in accordance with such conditions in the schedule of quantities and conditions of contract so far as applicable.

# **MEMORANDUM**

Name of Work: MADRAS SCHOOL OF ECONOMICS, Gandhi Mandapam Road (Behind Anna Centenary Library), Kotturpuram, Chennai-600025
New Class Room Block (G+2) - Plumbing & Sanitary Works

b) Estimated Cost :Rs.....

c) Earnest Money :Nil

d) Security Deposit : 2.5% of the contract value.

e) Percentage, if any, to : 5% from running bills upto be deducted from bills : 21/2% of contract value

f) Time allowed for the work: 2 Months

### Schedule of Quantities:

Item	Quantity	Description	Unit	Rate in	Amount
No.		of Work		figures/words	

Attached.

Should this tender be accepted, in whole or in part, I/We hereby agree (i) to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto and the conditions of tender so far as applicable or in default thereof to forfeit and pay to
I/We agree (i) that should I/We fail to commence the work specified in the above mentioned memorandum the Employer shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money, otherwise the said earnest money shall be retained by him towards security deposit mentioned in the above memorandum, (ii) to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out authorized variations at the rates quoted in the tender in accordance with provisions of contract.
Our Bankers are:
1) 2)
The names of partners of our firm are:
1) 2)

Signature of Witness

Name

Signature of Tenderer

Name

# **DRAFT**

ARTICLES	OF	AGREEMENT	made	this	the	da	y of
		.2005	BET	WEEN			of
		i	n the Dist	trict of		(hereinafter called	l "The
Employer") of	the one p	oart and					
					of		
in the District	of		(he	ereinafte	r called "	The Contractor") of th	e other
part.							
WHEREAS		The	Employer		is	desirous	of
		The	. ,			uesirous	Oi
DESIGNERS East, Chenna AND WHERE specification p	, New notation (hereing security)  EAS the secure of the s	<b>2 Old no 63/</b> after called "The said drawings a as per MOST IF	1, Maxis Fee Architects as per sche	Presidiu s"). edule II i D./Highv	m, L Blo inclusive, vays Man	to be prepared by Marck, 24th Street, Anna the bills of quantities a uals specifications/The	Nagar and the
parties rieretu.	•						
AND WHERE	EAS the	Contractor has	agreed to e	execute	upon and	subject to the condition	ons set
forth in Sched	dule III hei	eto attached (h	ereinafter r	eferred	to as "Th	e Said Conditions"), th	ne work
shown upon t	he said	drawings and de	escribed in	the said	d specifica	ation and included in t	he said
bills of quantiti	ies for the	e sum of Rupees	S				

# NOW IT IS HEREBY AGREED AS FOLLOWS: 1. In consideration of the sum of Rupees ..... to be paid at the time and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions execute and complete the works as per the said drawings and descriptions and bills of quantities. 2.The Employer will pay to the contractor the said sum of Rupees ..... or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions. 3. The terms "The Architects" in the said conditions shall mean M/s CTC DESIGNERS, New no 2 Old no 63/1, Maxis Presidium, L Block, 24th Street, Anna Nagar East, Chennai, or in the event of their ceasing to be Architects for the purposes of this contract, such other person as shall be nominated for that purpose by the Employer, provided always that no person subsequently appointed to be Architect under the contract shall be disregard or overrule any decision or approval or direction given or expressed by the erstwhile Architects for the time being except with the approval of the employer. 4. The said conditions, specifications and priced bills of quantities shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions, specifications and priced bills of quantities contained. SCHEDULE I SCHEDULE II Drawing Nos.:....

SCHEDULE III

1. Letter No. .....

2. Letter No. .....

As witness our hand the day and year first at	oove written.
Signed by the said Employer:	
In the presence of:	
Name:	Name:
Occupation:	Occupation:
Address:	Address:
· · · · · · · · · · · · · · · · · · ·	
Signed by the said Contractor:	
In the presence of:	
Name:	Name:
Occupation:	Occupation:
Address:	Address:
•	

# INDEX

# CLAUSE NO:

- 1. Interpretation Clauses.
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- 3. Agreement copies to be supplied.
- 4. Contractor to provide everything necessary.
- 5. Contractor to conform to local regulations.
- 6. Contractor responsible for setting out work.
- 7. Materials and workmanship to conform to specifications.
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- Access to works.
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- 19. Removal of Improper works, materials, etc.
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- 21. Completion Certificate.
- 22. Employer may use premises.
- 23. Contractor liable for damage done.
- 24. Responsibility for safety of buildings. Insurance of works.
- 25. Day of commencement and day of completion.
- 26. Liquidated damages.
- 27. Extension of time.
- 28. Failure of contractor to comply with the committed date of Architect's instructions.
- 29. Termination of contract by Employer.
- 30. Termination of contract by Contractors.
- 31. Prime costs, Provisional sums.
- 32&32A.Payments & Mobilization Advance.
- 33. Security Deposits bear no interest.
- 34. Matters excepted from Arbitration.
- 35. Arbitration.
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- 37. Employer entitled to recover compensation paid to workmen.
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- 40. When contractor dies.
- 41. Theoretical check.
- 42. Return of surplus materials.
- 43. Site Drainage.
- 44. Nuisance.
- 45. Watching and Lighting.
- 46. Appendix.

#### APPENDIX HEREINBEFORE REFERRED TO

### **CLAUSE NO:**

Defects Liability Period : Twelve Months

Date of Commencement : As indicated in Clause-5 of Notice Inviting

Tender

Time for Completion : Total work shall be completed with in

**2 months** from the date of commencement.

Value of works for interim certificates : 10 lakhs

Mobilization Advance : 10% of the Contract value against equal

Bank Guarantee

Retention Percentage : 5% on running bills till it reaches 2.5% of

the total contract value (2.5% having been paid at the time of award of work as EMD

and initial security deposit).

Security Deposit : 2.5% of the total value of the contract.

Installment to be returned after

virtual completion

Initial Security Deposit comprising bank guarantees will be released along with the final bill and the balance after 12 months of

the date of virtual completion.

Period for honouring Bills : 100% of the net bill value\*, in/ 15-30 days

from the date of Certification by the

Architect

If the contractor fails to complete the works Liquidated damages by the date stated in the Appendix or within

by the date stated in the Appendix or within any extended time under Clause 28 hereof the contractor shall pay or allow the Employer to deduct the sum @ Rs.2000 per day named in the Appendix as "Liquidated Damages" for the period during which the said works shall remain incomplete and the Employer may deduct such damages from any money due or that

may become due to the contractor.

<sup>\*</sup>Arrived at, after deduction of the Pro-rata advance, retention money, I.T. deduction, Sales Tax deduction and other recoveries if any.

## **IMPORTANT TERMS & CONDITIONS**

- 1. The date of commencement will be reckoned from the 10th day after the date of the written order to commence work or the date on which the site is handed over whichever is later.
- 2. The time allowed for the completion of total work shall be **2 months** from the date of commencement. Time is essence the essence of the contract which you should adhere to strictly.
- 3. No variation in the accepted rates will be permitted due to variation in market price of materials and labour.
- 4. The work should be executed in coordination with other agencies whom the owners may employ to carry out items of work not covered in your quotation.
- 5. Retention money equivalent to 5% of the value of the contract will be deducted at the rate of 5% of the value from each bill.
- 6.50% of the retention money will be returned on virtual completion of the work as certified by the Architect and the balance 50% will be returned after the expiry of the defects liability period of 12 months, or after the defects, if any, have been rectified to the satisfaction of the Architect, whichever is later.
- 7. Mobilization advance of 10%(Ten percent) of the contract value will be paid with respect to the constructional plant mobilized at site as per clause 32-A against furnishing a bank guarantee from a Bank valid for full period of contract. This advance will be recovered from the running bills on pro-rata basis.
- 8. You shall make their own arrangements at their risk for all the materials required for the work.
- 9. The rate quoted by you shall remain firm till the completion and handing over of the building.
- 10. The rates quoted by you shall be inclusive of all taxes, Sales tax on works contract, duties, ESI& PF, Service Tax, and educational cess(The component of service tax & educational cess shall not be included in each item of work and shall be quoted separately), royalties, duties, etc.

The Contractor agrees to pay his employees wages within the time prescribed under payment of wages act/minimum wages act and shall pay the statutory contributions in time. Any delay in this and its consequences shall be responsibility of the Contractor. The authorized official of the Employer/Architect can interact or inspect the Contractor's employees if required on all matters relating to this contract.

Contractor will be responsible for any and all statutory dues (including PF, ESI, Service Tax, Education Cess, Sales tax, Octroi, etc.) in relations to the contract work entrusted to him by the employer.

Contractor is required to submit the proof of having remitted the statutory dues (especially the PF and ESI) along with each running bill. The proof should be in the form of copy of the challan (with Bank acknowledgement) and the amount considered for payment of the statutory dues should include amounts pertaining to the contract work and relate to the period of the contract work.

On failure to do the above, the employer will have right to adjust/recover the necessary amount (equivalent to the statutory dues) from the outstanding dues or the running bills of the contractor. Such adjustment/recoveries will be refunded only on the receipt of the proper proof from the contractor for having remitted the statutory dues to the concerned statutory authorities.

Employer will remit the statutory dues with the concerned statutory authorities if the proof of remittance is not provided by the contractor prior to the completion of the contract work.

The Contractor undertakes to register himself and obtain licence for engaging labour to execute the work as required under the Contract Labour (Regulation and Abolition) Act, 1970 and amendments thereof and the Tamil Nadu Contract Labour (Regulation and Abolition) Rules.

The Contractor undertakes to comply with the provisions of various labour laws applicable to his employees and shall be responsible for maintaining statutory records as notified by Central and State Legislations from time to time. These records shall be made available for inspection as and when called for by the Employer/ or his authorized persons.

The Contractor and their employees shall work independently and not as an employee of the Clients.

The Contractor is responsible for the safety of their workmen. The Employer is not any way responsible /accountable for any injury/mishaps to them. However the Contractor will at all times indemnify the Employer against any claim/compensation payable in consequence of any accident/injury sustained by any of their workmen which may be made under any Central/State Laws/Acts.

The workmen employed by the Contractor will have no claim whatsoever on the Employer and shall not rise any industrial dispute either directly or indirectly with or against the Employer, in respect of any of their service conditions as long as they are employed at the Employer's premises for the execution of the above mentioned work.

T.CHANDRAN Architect

**Designers** 

# **IMPORTANT TERMS & CONDITIONS**

- 1. The date of commencement will be reckoned from the 10<sup>th</sup> day after the date of the written order to commence work or the date on which the site is handed over whichever is later.
- 2. The time allowed for the completion of is **2 months** from the 10<sup>th</sup> day after the date of written order to commence work of after the date on which the site is handed over to the contractor whichever is later.

No variation in the accepted rates will be permitted due to variation in market price of **3.** materials and labour.

- 5. Payment will be made on the basis of actual measurement at approved rates and reasonable rates settled with the contractor for other items of work not included in Tender wherever applicable. Not according to the quantity given in the quotation.
- 6. Payment of running bill will be made within 15days after certification by Architect & Clients.
  - 7. Mobilization advance of 10% (ten percent) of the contract value will be paid against furnishing a bank guarantee for an equivalent amount from a Bank valid for full period of contract. This advance will be recovered from the running bills on Pro-rata basis.
- 8. 'Retention money' equivalent to 5% of the value of the contract will be deducted at the rate of 10% of the value from each bill.
- 9. 5% of the contract value will be deduced from each running bill as retention money, out of which, 2.5% will be in the form of bank guarantee and the balance 2.5% will be deducted from the bills at the rate of 5% of the value of each running bill till it reaches a total value of 2.5%. Bank guarantee will be returned after virtual completion of work and the balance 2.5% money will be paid at the end of defects liability period.
- 10. The defects liability period will be 12 months from the date of virtual completion of work or six months after rectification of last noticed defects, whichever is later
- 11. 75% of value of the materials brought from outside to site will be paid in running bill and this will be recovered from subsequent running bill.
- 12. Water for executing this contract shall have to be arranged by the Contractor itself. Power- Only source will be provided. Internal distribution, fixing of sub meter and consumption charges etc will be contractors responsibility
- 13. The rates quoted by you shall remain firm till the completion and handing over of complete project buildings and the rates quoted shall be exclusive of GST.
- 17. The contractor should ensure that there are no disturbances to the neighbours. They should also plan all noise making works after office working hours/night to ensure that no disturbance to other user in the location. They should also obtain prior permission from Clients to work after the office working hours/night.
- 18. The site should always be kept neat & tidy.
- 19. The contractors should adhere to the safety regulations and labour laws & measures at their own cost as stipulated by labour welfare department.

- 20. The contractor has to make their own arrangements to provide toilet facilities inside the campus at approved locations by Clients
- 21. You shall at your own cost arrange for labours to be employed, directly or indirectly on the works and you shall indemnify the owner from any claims of compensation whatever from the labour or supervisory staff.
- 22. The work shall be executed strictly to C.P.W.D specification and to the full satisfaction of the Architect or his representative. The items of work which are not accepted by the Architect or his representative will not be paid for until or unless redone to his satisfaction.
- 23. The Employer reserves the right to award any component of the project or group of components to any tenderer or the entire work to any tenderer without vitiating any conditions of the Notice inviting tender and the contract and the rate tendered.
- 25. Bio degradable materials (cups & covers) only are to be used inside the campus.