

**THE TAMIL NADU Dr.M.G.R. MEDICAL UNIVERSITY,**  
**69, ANNA SALAI, GUINDY**  
**CHENNAI-32**

**TENDER DOCUMENT NO. 24 / DATED: 17 .02 .2016**

**PROVIDING DENSE BITUMINOUS MACADAM AND BITUMINOUS CONCRETE**  
**LAYER OVER THE EXISTING BLACK TOPING ROAD INSIDE THE CAMPUS OF**  
**THIS UNIVERSITY**

**Tender No.S1(1)/ 7530 /2016**

**dated. 17 .02.2016**

**THE TAMIL NADU DR.M.G.R. MEDICAL UNIVERSITY, CHENNAI**  
**TENDER DOCUMENT**

Terms and conditions for **PROVIDING DENSE BITUMINOUS MACADAM AND BITUMINOUS CONCRETE LAYER OVER THE EXISTING BLACK TOPING ROAD INSIDE THE CAMPUS OF THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY, CHENNAI.**

1. **DUE DATE AND TIME:**

1) Sealed Tenders are invited by the Registrar i/c, The Tamil Dr.M.G.R Medical University, Chennai – 32 for **Providing Dense Bituminous Macadam and Bituminous concrete** as per the specification indicated in the Annexure II.

2) The sealed tenders should reach the Office of the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University, No.69, Anna Salai, Guindy, Chennai – 600 032, before 2.00 p.m. on **7.3 .2016**. Tenders received after the due date and time will be summarily rejected.

2. **MODE OF DESPATCH OF TENDERS:**

The Sealed Tenders should reach the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University, No.69, Anna Salai, Guindy, Chennai – 600 032, by designation and should be sent only in Wax Sealed Covers by Registered Post with Acknowledgement due or by Courier or in person. The University shall not be responsible for any delay in transit in such cases. Tenders received in ordinary covers without duly sealed, by sealing wax will not be considered and summarily rejected.

**3. SUPERSCRPTION:**

The Sealed Tender cover should be superscripted as “Tender for **Providing Dense Bituminous Macadam and Bituminous concrete** due on **7.3.2016**”. The tender covers received without such superscription and sealed with sealing wax will not be considered and summarily rejected. Further the tenders submitted by Facsimile (Fax) or by Electronic Mail will not be accepted. The tenderer shall be responsible for proper superscripting and wax sealing the cover in which the tender is submitted to the University. The University shall not be responsible for accidental opening of the covers that are not properly superscribed and wax sealed as required in the tender documents before the time appointed for Tender opening.

**4. EARNEST MONEY DEPOSIT AND COST OF TENDER SCHEDULE:**

1. Each tender should be accompanied by an Earnest Money Deposit of 1% of the quoted rate for **Providing Dense Bituminous Macadam and Bituminous concrete** by way of Demand Draft drawn in favour of the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University, Payable at Chennai. The tender documents received without the EMD will be summarily rejected. The above EMD amount will be held by this University till it is returned to the tenderer and will not earn any interest therefor. The Earnest Money Deposit of the unsuccessful tenderers will be returned after the acceptance of the successful tenderer at the expenses of the tenderers within a reasonable time consistent with the rules and regulations in this behalf. The Earnest Money Deposit of the successful tenderers will be returned only after the successful completion of the Tender period.

2. The Small Scale Industrial Units in the State of Tamil Nadu registered with the SIDCO or anywhere in the country registered with the National Small Industries Corporation are exempted from payment of EMD / Security Deposit if they offer tenders called for by the University. The S.S.I Units in Tamil Nadu are also exempted from payment of Earnest Money Deposit / Security Deposit subject to the submission of existence certificate and capacity certificate for the particular item of tender issued by the Director or the General Managers of District Industries Centers. SSI Units registered in other States except those registered with NSIC will however not be eligible for the aforesaid concessions on payment of Earnest Money Deposit / Security Deposit. The SSI Units will however be required to execute proper agreement including a clause to the effect that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the SSI Units shall pay penalty of an amount equivalent to Earnest Money Deposit / Security Deposit or an amount equal to the actual loss incurred by the University whichever is less.

**5. DETAILS TO BE FURNISHED AND MODE OF PRESENTATION:**

a) The tenders should contain particulars like the name and addresses of the tenderer.

b) The rates should be quoted for each item with specifications and should be indicated clearly both in words and figures. The tenderer should sign with full signature and attest any scoring or overwriting. The rate quoted should be free from erasures, overwriting, smudging, etc., The rate quoted should be firm and should not be subjected to any variation clauses.

c) A copy of Audited Annual Accounts duly authenticated by Chartered Accountant showing the details of annual turnover exclusively in the Equipment supply / business should be furnished by the Tenderer.

d) Evidence such as Registration Certificate issued by competent authority for the establishment of business as proof should also be enclosed along with Sales Tax, PAN No. and TIN No.

#### **6. OPENING OF TENDER:**

The tenders received upto 2.00 p.m. on **7. 3 .2016** will be opened by the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University, or any other Officer authorized by him on behalf of the Registrar i/c, The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 at 4.00 p.m. on **7. 3 .2016** in the presence of such of those tenderers or their authorized representatives who may be present at the time of opening. The representatives of the tendering firms who are attending the opening of tenders should bring a letter of authority to identify their representative.

#### **7. AGREEMENT:**

a. The successful tenderer should execute an Agreement as in the Annexure – III for the due fulfillment of the contract on the Non-Judicial Stamp Paper of the value of Rs.20/- (Rupees Twenty only) within fifteen days from the date of acceptance of tender, for **Providing Dense Bituminous Macadam and Bituminous concrete** “ as specified in the Work Order issued by the University.

b. The expenses incidental to the execution of Agreement shall be borne by the successful tenderer.

c. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the condition will entail termination of the contract without prejudice to the right of the University and to recover any consequential loss from the successful tenderer.

**8. SECURITY DEPOSIT:**

a) The successful tenderer will be required to remit the Security Deposit equivalent to 1% (One) percent of the value of the Work Order within fifteen days (15) from the date of receipt of communication intimating the acceptance of the tenders in the form of Demand Draft (or) Bankers Cheque. If the accepted tenderer fails to remit the Security Deposit within the stipulated period, the Earnest Money Deposit remitted by him will be forfeited to the Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 and his tender will be held void. Work Order will be released after execution of the above agreement by the successful tenderer and after the remittance of Security Deposit.

b) The Security Deposit furnished by the successful tenderer in respect of his tender will be returned to him only after the successful completion of the work, subject to the condition that the tenderer has rendered service to the entire satisfaction of the Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032 with out any complaint from the University. If the tenderer fails to fulfill the same, the rectification work will be carried out by the University by engaging third party and the expenses incurred therefor

will be recovered / adjusted from the Security Deposit amount and balance if any shall alone is refundable.

c. If the tenderer fails to act up to the tender or backs out after his tender is accepted his security Deposit mentioned above will be forfeited to The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032.

**9. PAYMENT OF COST:**

a) The Contractor should furnish the bill in triplicate for payment through Registrar i/c after completion of work.

b) The Assistant Executive Engineer (Civil) of this University will supervise the entire work done by the contractor and after verification of work done the payment will be made based on the same.

c) 95% of payment of the total value of work will be paid to the successful tenderer after completion of work and the balance 5% retained for a period of one year and the said balance amount will be returned after one year. Income Tax and Labour Welfare Fund will be deducted from the contractor bill as per rules in force.

d) Cheque will be handed over to the contractor on production of Stamp receipt.

**10. FORFEITURE OF EARNEST MONEY DEPOSIT:**

If the accepted tenderer fails to act according to the tender conditions or backs out after his tender has been accepted, his 1% E.M.D. will be forfeited to The Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032.

**11. ASSIGNING OF TENDER IN WHOLE OR IN PART:**

The successful tenderer shall not assign or make over the contract, the benefit of burden thereof to any person or persons or body corporate. He shall not under let or sublet to any person/s or body corporate the execution of the contract or any part thereof.

**12. ACCEPTANCE AND WITHDRAWAL:**

a) The final acceptance of the tender is entirely vested with the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University who reserves the right to accept or reject, any or all of the tenders without assigning any reason whatsoever. There is no obligation on the part of the Tamil Nadu Dr. M.G.R. Medical University to communicate with rejected tenders. After the acceptance of the tender by The Tamil Nadu Dr. M.G.R. Medical University, the tenderer shall have no right to withdraw his tender or claim higher price.

b) Tenders with incomplete information will not entertained and will be summarily rejected.



**13. PENALTY FOR NON-FULFILMENT OF CONDITIONS:**

The Contractor shall agree that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the Contractor shall pay as penalty an amount equivalent to 10 (Ten) percent (%) of total value of the work or equal to the actual loss incurred by the work whichever is greater. This provision applies up to the end of the life cycle of the contract period.

**14. MODIFICATION:**

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

**15. LEGAL JURISDICTION:**

The Legal Jurisdiction shall be the courts at Chennai only.

**16. GENERAL:**

The tenderers while sending their tenders should enclose a copy of the condition stipulated duly certified and attested by them in token of accepting the tender conditions that they understood and accepted them fully. Tenders received without the certified copy of the conditions shall be rejected summarily.

**REGISTRAR i/c  
The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 32.**

From

To

THE REGISTRAR I/C  
THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY,  
NO.69, ANNA SALAI,  
GUINDY,  
CHENNAI -32.

I/We .....have gone through the terms and conditions  
of the tender as mentioned in tender documents from para 1 to 16 in the tender  
number **24** and will abide by them as laid down above.

TENDERER.  
WITH SEAL OF THE ORGANISATION.

PLACE:

DATE:

**ANNEXURE – I**  
**TECHNICAL BID**

**THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY, CHENNAI – 600 032**

**TENDER SCHEDULE FOR PROVIDING DENSE BITUMINOUS MACADAM AND  
BITUMINOUS CONCRETE LAYER OVER THE EXISTING BLACK TOPPING ROAD  
INSIDE THE CAMPUS OF THIS UNIVERSITY**

**A. Profile of the Organization**

**The Organization** should furnish the following details

1. Name of the Organization :
2. Nature of the Business :
3. Address of the Registered Office for the Organization :
4. Telephone No. / Mobile No. & e.mail :
5. Status of the Supplier :
  - (a) Proprietorship
  - (b) Partnership
  - (c) Private Limited
  - (d) Public Limited
6. Annual turnover in the Organization for the past three years (Xerox copies of the Audited Balance Sheet to be furnished) :
7. Maintenance of Branches :
8. Date, month and year of Establishment of Business (Xerox copy of the proof to be enclosed) :
9. Sales Tax, Registration numbers, date, month & year of Registration (Xerox copy of the Registration Certificates to be Enclosed)
10. To furnish the Xerox copy of the PAN card in the Name of proprietor or firm

11. Warranty period & Free Service Period  
if any should be clearly mentioned ----- months

12. Please indicate the rate of Annual Maintenance charges per annum on the basic price of the above said equipment exclusive excise duty, Sales Tax, etc., year wise for the remaining period of 5 years life cycle after the warranty period / Free Service period.

13. Xerox copy of the sales tax clearance certificates :

14 EMD Payment Particulars :

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Sl.No.	D.D.No.& Date	Name of the Bank	Amount
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**The DD Should be enclosed with the Technical Bid only**

**Station**

**Date**

**SIGNATURE OF TENDERER  
WITH SEAL**

**ANNEXURE -II**

COMMERCIAL BID
PROVIDING DENSE BITUMINOUS MACADAM AND BITUMINUOUS CONCRETE LAYER OVER THE EXISTING BLACK TOPING ROAD INSIDE THE CAMPUS OF THIS UNIVERSITY.

Sl. No.	Quantity	Descriptive	Rate	Per	Amount
1	<b>3950.00 M<sup>2</sup></b>	PROVIDING AND LAYING OF TACK COAT USING BITUMENT EMULSION (RS1) AT THE RATE OF 2.00 KG PER TEN SQUARE METRE OVER THE BT SURFACE TREATED WITH PREMER PREPARATORY TO ANOTHER BITUMINUOUS CONSTRUCTION OVER IT. AS PER CLAUSE 503 MORTH REV-5 SPECIFICATION.		<b>M<sup>2</sup></b>	
2	<b>200 M<sup>3</sup></b>	PROVIDING AND LAYING DENSE BITUMINOUS MACADAM OF 50mm THICK OVERLAY, MIXING THE IRC GRADED METAL WITH 60/70 GRADE BITUMENT IN HOT MIX PLANT AND LAYING WITH PAVER FINISHER AND COMPACTION WITH VIBRATORY ROLLER, POWER ROLLER ETC., AND PERCENTAGE OF BITUMEN SHALL BE JOB MIX FORMULA ETC., COMPLETE AS PER TECHNICAL SPECIFICATION AND AS DIRECTED BY THE OFFICERS.		<b>M<sup>3</sup></b>	
3	<b>160 M<sup>3</sup></b>	PROVIDING AND LAYING BITUMINUOUS CONCRETE OF 40 MM THICK OVERLAY, MIXING THE IRC GRADED METAL WITH 60/70 GRADE BITUMEN IN HOT MIX PLANT AND LAYING WITH PAVER FINISHER AND COMPACTION WITH VIBRATORY ROLLER, POWER ROLLER TEC., AND PERCENTAGE OF BITUMEN SHALL BE JOB MIX FORMULA ETC., COMPLETE AS PER TECHNICAL SPECIFICATION AND AS DIRECTED BY THE OFFICERS.		<b>M<sup>3</sup></b>	
		<b>TOTAL</b>			

ANNEXURE -III

AGREEMENT

THIS AGREEMENT entered into at Chennai on this day  
----- between the Tamil Nadu Dr. M.G.R. Medical University, No.69,  
Anna Salai, Guindy, Chennai-32 represented by Registrar herein after called the  
"University" as the PARTY OF THE FIRST PART AND  
M/s.....

herein after called the Contractor as the PARTY OF THE SECOND PART.

WHEREAS the University, the party of the First part desires to assign the  
contract for the work of "Providing dense bituminous macadam and bituminous concrete  
layer over the existing black toping road inside the campus of this University" as per  
the specifications given in the Annexure.

WHERE AS the PARTY OF THE SECOND PART, M/s .....,  
offered to undertake the above said work.

WHEREAS the party of the First Part has accepted the offer made by the PARTY  
OF THE SECOND PART.

WHEREAS the terms and conditions of the said engagement have been  
"Mutually" discussed and agreed upon.

WHEREAS the parties are desirous of putting them in writing.

NOW THIS AGREEMENT WITNESSETH

01. The above Contractor has agreed to do the above said work with the following  
terms and conditions.

02. The rate quoted should be firm and should not be subjected to any variation  
clauses.

03. The contractor shall use the material of best quality and in the most  
substantial and workman ship like manner and to the satisfaction of the University and  
will in all respects comply with and abide by the true intent and manner of the said  
specifications of this agreement.

04. The Contractor will finish and complete the said work within 30 days from the  
date of receipt of Work Order from the University and if the said work is not completed  
within the stipulate time the Contractor shall forfeit of all the payments such as Earnest  
Money Deposit, Security Deposit and Payment of bill amount which shall be due to him  
by virtue of this agreement. If the Contractor is prevented by any strike among the  
workmen or by reason of any event beyond his control, the said part of first party may  
extend the time for the completion of the works for such reasonable period as he may  
think fit.

If the University finds any deficiency in service by the successful tenderer  
during the tenure of the work, the Tenderer will have to pay the University unliquidated  
damages which will be arrived at by the University at that point of time. In addition the  
University will black list the particular tenderer for their non performance and deficiency  
in service.

05. If the Contractor shall become bankrupt or from any cause whatsoever be prevented from or is delayed in proceeding with and completing the said works according to the terms and conditions of this agreement, or does not proceed with the said works to the satisfaction of the said Party of first part, it shall be lawful for the said Party of first part to leave or cause to be left at the usual place of abode or business of the Contractor, notice in writing for the said Contractor to proceed forthwith and effectually with the said works. In case the said Contractor shall, for 7 days after such notice is so left as aforesaid, make default in forthwith and effectually proceedings with the said work it shall be lawful for the said contractor to employ any other workmen either by Contractor or otherwise to proceed with the said works and complete the same and pay to the said workmen out of the moneys which shall be then due to the said Contractor on account of this agreement, the amount of their charges for the same and for all necessary materials to be found and provided for such completion; and if the amount of balance to the credit of the Contractor be insufficient to cover such charges for such workmen and materials then in such a case the said Contractor shall and will make good and pay such deficiency on demand.

06. The said party of first part shall at any time or times consider any of the workmen employed by the said Contractor on the works as in any way incompetent or as acting improperly it shall in every such case be lawful for the said Party of first part to discharge such workmen and the said Contractor shall without delay put another workman in his place.



07. In case any of the materials brought on the said premises by the said Contractor shall be considered by the said party of first part as unsound or in any respect improper, the said Contractor will upon notice in writing to him or his foreman on the premises given by the said party of first part cause the same to be removed from the ground and proceed with the said works with materials corresponding with the specifications and instructions approved by the said party of first part and on default of such removal within 7 days after such last mentioned notice, it shall be lawful for said party of first part to cause to be removed to such place as he may think proper without being in any way answerable or accountable for the loss or damage that shall happen to any materials so removed and to cause proper materials to be substituted for the same, and to pay all expenses in connection with such removal and substitution out of the money which shall become due to the said Contractor by virtue of this Agreement.

08. In case the said party of first part shall consider any part of the said works to have been executed in an unsound and improper manner, the said Contractor will cause the same immediately to be taken down and executed in a proper manner to the satisfaction of the said party without any extra charge or expense whatsoever.

09. If the said party of first part shall think proper at any time or times to make any alterations or additions or omission in the works hereby contracted for, he or they shall give to the said Contractor written instructions for such alterations or omissions signed by the said party of first part. Any additional charge by the Contractor with respect to such alterations if certified to be correct by the said party of first part shall be paid for in the same manner and at the same time as hereinafter expressed for the payment of the ultimate balance of the said sum not exceeding the sum calculated at the agreed rate.

10. Any damage arising from accidents or carelessness of the workmen or otherwise to the said work hereby contracted for or to the materials or implements therein used or to the workmen shall be borne and effectually made good by the said Contractor at his own costs and charges.

11. The Contractor shall use the best quality materials in accordance with the specifications mentioned therein.

12. The Contractor will not without the consent of the said party of first part make any sub-contract for the execution of the works hereby contracted for or any part thereof nor assign or underlet the present contract or any part thereof.

13. Whenever any amount has to be paid by the Contractor in view of termination of the contract or any amount that may be due or may become due from the Contractor and the Contractor is not responding to the demands for the payment of the said amount the University shall be entitled to recover the said amount.

14. The work should commence within three days from the date of receipt of Work Order and should be completed within 30 days.

15. The quantities furnished in the schedule for various items are only approximate and may vary during the actual execution of work. Payment will be made based on the measurement taken by the University Assistant Executive Engineer (Civil) for each and every item of work and as per the rate quoted by the Contractor.

16. Income Tax and Labour welfare fund will be deducted from the Contractor bill as per rules in force.

17. The work executed by the Contractor under this contract shall be maintained by the Contractor's risk until the work is completed.

18. Place will be provided for storing of materials in the Premises of this University at free of cost. However, the Contractor has to make his own arrangements for water, electricity etc. required for the labour force at his own cost.

19. The University Assistant Executive Engineer, will supervise the above work and will be taking measurements for each item of work done and the payment will be made based on the same.

20. PAYMENT:

The Contractor should furnish the bill for payment for "Providing dense bituminous macadam and bituminous concrete layer over the existing black toping road inside the campus of this University" through the Registrar. After verification of measurement action will be taken for the payment of the bill of cost after deduction of taxes applicable as per rules in force. 95% of payment of the total value of work will be paid to the successful tenderer after completion of work and balance 5 % retained for a period of one year and the said balance amount will be returned after one year based on the performance of the contractor of the above work. In case of any defect is noticed within the period of one year the Contractor should rectify the same at his own cost. Income Tax and Labour welfare Fund will be deducted from the contractor bill as per rules in force.

21. 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.

22. ARBITRATION:

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

23. The Registrar In-charge, reserves his right to reject Tender without assigning any reason therefor.

24. Any damage or disfigure caused by the Contractor to the building during the execution of work should be make good at the Contractor's cost.

25. The document together with any attachment here signed by both the parties shall constitute the entire contract between the contractor and the University,. The foregoing terms and conditions shall prevail notwithstanding any variations contained in the terms and conditions of any other documents submitted by the University unless variations have been specifically agreed upon by the Contractor in writing.

26. The rate quoted by the Tenderer i.e., Rs.  
) for the work specified in the annexure is acceptable.

IN WITNESS WHEREOF THE CONTRACTOR M/S \_\_\_\_\_,  
and the Tamil Nadu Dr.M.G.R.Medical University, 69, Anna Salai, Guindy, Chennai –  
600 032 have signed this Agreement on the day month and year First above written.

SIGNED BY THE REGISTRAR.

IN THE PRESENCE OF WITNESS

1

2

SIGNED BY THE CONTRACTOR:

ADDRESS OF THE CONTRACTOR:

IN THE PRESENCE OF WITNESS:

1.

2.