THE TAMIL NADU DR.M.G.R. MEDICAL UNIVERSITY,
No.69, ANNA SALAI GUINDY, CHENNAI – 600 032.

Website: www.tnmgrmu.ac.in Tel :2353576 - 79
E-mail : mail@tnmgrmu.ac.in Fax :91–44-22353698

DUE DATE AND TIME:

Sealed Tenders are invited by the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai 600 032 from the reputed Printers for Printing of U.G. / P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August, 2014 as per the specifications indicated in the Annexures **III to VI** of the Tender Document. The Sealed Tenders should reach the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai 600 032 on or before **4.00** p.m. on **23.07.2013**. Tenders received after the due date and time will be summarily rejected.

MODE OF DESPATCH:

The Sealed Tender should reach the Registrar, 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 and 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 and without superscription will not be considered.

SUPERSCRIPTION:

The Sealed Tender cover should be superscribed as "Tender for the Printing of U.G. / P.G. Bar Coded Sheets, Stitching with Main Answer Books and supplying of Cloth Lined cover etc., of this University, sent to **due on 23.07.2013** received upto **04.00 PM.** The Tender covers received without such superscription and seal will not be considered and be summarily rejected. Further, the Tenders submitted by Facsimile (Fax) or by Electronic Mail will not be accepted. The Tenderer shall be responsible for proper superscribing and wax sealing the cover in which the Tender is submitted and 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. The Tender documents may be downloaded from the official website **www.tnmgrmu.ac.in** of this University at free of cost.

OPENING OF TENDER:

The Tenders received up to **4.00 p.m. on 23.07.2013** will be opened by the Registrar, The Tamil Nadu Dr .M.G.R. Medical University, or any other officer authorized on behalf of the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 at **11 AM** on **24.07.2013** in the presence of such of those Tenderers or their authorized representatives who may 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 bonafideness

The specification and other details of Document – Annexures **III to VI**

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

TENDER DOCUMENT NO.001

Printing of U.G. / P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February/April / August 2014.

THE TAMIL NADU Dr.M.G.R. MEDICAL UNIVERSITY, CHENNAI

TENDER DOCUMENT

Terms and conditions for the Printing and supplying of U.G./P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August 2014.

1. **DUE DATE AND TIME:**

The sealed Tenders are invited by the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032, for the Printing and supplying of U.G./P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August 2014 of this University and to send the above said items to the University Premises as per the specifications indicated in the Annexures **III to VI**

The Sealed Tenders should reach the Registar, Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 before 4.00 p.m. on 23.07.2013. 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, 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.

3. **SUPERSCRIPTION:**

The Sealed Tender cover should be superscripted as "Tender for the Printing and supplying of U.G./P.G. Bar Coded Sheets, Stitching with Main Answer Books and Cloth Lined Cover etc., due on 23.07.2013. 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 superscribing and sealing the cover in which the Tender is submitted to the University and the University shall not be responsible for accidental opening of the covers and for rejecting the unsuperscribed covers as required in the Tender Documents before the scheduled date for opening the tender.

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

Each Tender should be accompanied by an Earnest Money Deposit of Rs.30,000/- (Rupees Thirty thousand only) for Printing and supplying of U.G./P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in

despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August 2014 of this University by way of Demand Draft drawn in favour of The Registrar, Tamil Nadu Dr. M.G.R. Medical University, Chennai " 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 will not earn any interest therefor. The Earnest Money Deposit the unsuccessful Tenderers will be returned after the acceptance of the successful Tenderer at the expenses of the Tenderers within date of award of tender 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.

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 officer, Tenders called for by the University. The S.S.I Units in Tamil Nadu are also exempted from payment of E.M.D / S.D. 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 of payment of E.M.D / 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 E.M.D / Security Deposit or an amount equal to the actual loss incurred by the Government Departments / Non Departmental organizations 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, Basic cost of the Printing and supplying of U.G./P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August 2014 examination centers of this University Insurance for delivery if any etc and other levies that may be applicable should be shown separately. The rates should be kept for **one year** at least from the date of execution of agreement by the Tenderer.

b) The rates should be quoted for each item with specifications and should be indicated clearly both in words and figures. The Tenderers 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) Being a Government Autonomous Body rendering Research & Education service to the student community, special price should be offered as applicable to these categories in Government Departments.

d) A copy of Audited Annual Accounts duly authenticated by Charted Accountant showing the details of annual turnover exclusively in the Printing / business should be furnished by the Tenderer.

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

6. **PRE-QUALIFICATIONS:**

The tenderers should satisfy the following qualification norms are alone eligible to participate in the tender.

a) The tenderer should have an experience of printing atleast to one Government agencies (or) Departments of similar items.
b) The tenderers should have completed answer booklet with variable data printed on each sheet atleast for one University (PROOF TO BE ENCLOSED).
c) The tenderers should have minimum turnover of Rs.4 Crores in the previous year for printing work.
d) The tender form should be accompanied by certificate testimonials issued by the department / other authority / organization to whom be tender as then printing work in the earlier year.
e) The tenderer Printing Press Situated in Chennai city only.
f) The tenderer must be a holder of current and valid quality management system certificate of ISO certification.
g) The tenderer must be profit making company for the past 3(three) years and should produce the certificate issued by competent authority indicating the turnover details of the firm.

h) The tenderer must be in existence for a minimum period of 10(ten) years which atleast 5(five) years should have been on result processing projects.

i) The tenderer should produce certificates regarding the firms past experience handling similar jobs.

j) The University will inspect the infrastructure facilities in the press of the successful tenderer.

k) The tenderer must submit IT return filed copies for 3(three) years.

l) Solvency certificate of Rs.10,00,000/- after the date of issue of the tender notice from a Nationalised / Schedule Bank should be produced with the tender

m) The tenderer must enclose banker's certification on satisfactory banking.

n) The tenderer must enclose VAT, CST and Service Tax payment challans for the current month.

o) The tenderer must enclose copies of audited balance sheets for the past 3(three) years.

p) The tenderer should have been empanelled by RBI / IBA as Security Printers (Evidence to this effect to be furnished)

q) The tenderer should have VAT/CST and PAN NUMBER.

7. **DEFICIENCY IN SERVICE:**

If the University founds 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.

8. **OPENING OF TENDER:**

The Tenders received upto 4.00 p.m. on 23.07.2013 will be opened by the Registrar, The Tamil Nadu Dr. M.G.R. Medical University, or any other officer authorized by him/ her on behalf of the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 at 11.00 a.m. on 24.07.2013 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.

9. **AGREEMENT:**

a) The successful Tenderer should execute an Agreement as in the Annexure – II for the due fulfillment of the contract on the Non-Judicial stamp paper of the value of Rs.20/- (Rupees Twenty only) within five days from the date acceptance of Tender, for the Printing of U.G. / P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August 2014 of this University specified in the supply 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 conditions will entail termination of

the contract without prejudice to the right of the University and to recover any consequential loss from the successful Tenderer.

10. **SECURITY DEPOSITS:**

a) The successful Tenderer will be required to remit the Security Deposit equivalent to 6% (six) percent of the value of the work order within **5**(FIVE) days 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 above said period, the Earnest Money Deposit remitted by him will be forfeited to the The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 and his tender will be held void. Printing of U.G. / P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August 2014. Work order will be released after the execution of the above agreement by the successful tenderer and after the remittance of the Security Deposit.

b) The Security Deposit furnished by the tenderer in respect of his tender will be returned to him after the expiry of 90 days from the date of completion of contract as mentioned in agreement clause (1) 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 without any complaint from the user departments/colleges. If

the Tenderer fails to fulfill the same, the Printing of U.G. / P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August 2014. If the tenderer fails to fulfil the same, the printing work will be carried out by the University by engaging third party and the expenses incurred there for will be recovered / adjusted from the Security Deposit amount and the balance if any shall alone is refundable.

c) In case of successful Tenderer, the Earnest Money Deposit paid, by him will be adjusted towards Security Deposit payable by him.

d) 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.

e) The Printing of U.G. / P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August 2014 of this University should be done strictly in accordance with the specifications given in the Annexures – **III to VI.** The Printing above items should be made as per the delivery schedule, as prescribed by the The Tamil Nadu Dr.M.G.R.

Medical University, Chennai – 600 032 along with placement of firm orders. The Tenderer shall be liable to make good the loss by replacing the defective U.G./P.G. Bar Coded Sheets, Stitching with Main Answer Books, Cloth lined Cover found during the accepted period.

f) If Printing of U.G. / P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August 2014 of this University are not effected before the specified period from the date of wok order issued from time to time, the Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 shall have the authority to cancel the order and to take any such action, which it deemed fit in the circumstance, to procure the Printing of U.G./P.G. Bar Coded Sheets, Stitching with Main Answer Books, Supply of Cloth Lined Cover and packing of answer books in despatchable condition from the printer premises to the various examination centres and the loss sustained by the University on the above process will be collected from the Tenderer.

11. <u>SUPPLY OF PAPER :</u>

a. Printer has to workout the requirement of the paper for each examination in consultation with the Examination Wing and furnish the indent to the University through the Controller of Examinations. The University will procure and supply the required quantity of **super print maplitho 60 GSM paper** from the TNPL, Chennai for inner pages of the Answer

Booklet. The Printer should maintain the paper account and produce to the University for Verification and further indent. The Paper account Registers should be produced to the Stores Section of the University for perusal and return. The authorized University authority will verify the balance paper on hand surprisingly.

b. **No wastage of paper will be allowed for preparation of answer booklet printed for each session.**

c. Bar code paper of 105 GSM to be purchased by the Printer.

d. The quantity of paper to be informed whether **Reel/ Reem.**

12. PAYMENT OF COST:

a. The Printer should furnish the bill of cost for printing and supply of in triplicate on completion of one session of examination work through the Controller of Examinations. After verification action will be taken for the payment of the bill of cost after deduction of taxes.

b. Cheques will be handed over on production of stamped receipt.

13. 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 Earnest Money Deposit. will be forfeited to the Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032.

14. 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.

15. ACCEPTANCE AND WITHDRAWAL:

a. The final acceptance of the Tender is entirely vested with the Registrar, 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 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.

16 PENALTY FOR NON-FULFILMENT OF CONDTIONS:

The Tenderers shall agree that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the Tenderer 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 printer whichever is greater. This provision applied up to the end of the life cycle of the contract period.

17. MODIFICATION:

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

18. LEGAL JURISDICATION:

The Legal Jurisdiction shall be the courts at Chennai only.

19. 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.

FROM

TO

THE REGISTRAR,
THE TAMIL NADU Dr.M.G.R. MEDICAL UNIVERSITY,
NO.69, ANNA SALAI,
GUINDY,
CHENNAI – 600 032.

I / We ..... have gone through the terms and conditions of the tender as mentioned in tender documents from para 1 to 20 in the tneder number **001** and will abide by them as laid down above.

TENDERER.

WITH SEAL OF THE ORLGANISATION.

PLACE:

DATE :

ANNEXURE – I

TENDER SCHEDULE (TECHNICAL BID).

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

TENDER SCHEDULE FOR PRINTING OF U.G. / P.G. BAR CODED SHEETS WITH 105 GSM PAPER, STITCHING WITH MAIN ANSWER BOOK, SUPPLY OF CLOTH LINED COVERS AND PACKING OF ANSWER BOOKS IN DESPATCHABLE CONDITION AS PER THE LIST OF INSTITUTIONS TO BE PROVIDED BY THE UNIVERSITY WITH NAME LABEL AFFIXED IN EACH COVER FROM THE PRINTER'S PREMISES AROUND CHENNAI CITY AND OTHER PLACES WITHIN TAMIL NADU FOR THE UG/PG DEGREE COURSE EXAMINATIONS FOR OCTOBER, 2013 AND FEBRUARY / APRIL / AUGUST 2014 OF THIS UNIVERSITY

A. Profile of the Printer:

The Printer should furnish the following details :

1.	Name of the Organization	:	
2.	Nature of the Business	:	
3.	Details of the Constitution (Tick ( )whichever is applicable)	:	PROPRIETOR / PARTNERSHIP / LIMITED COMPANY / CO-OPERATIVE SOCIETY / ANY OTHER
4.	Details of the owner (viz. Name, Address etc.,)	:	PROPRIETOR / PARTNER / DIRECTOR / OTHER OFFICIALS
5.	If the Organisation is Partnership (SHOULD ENCLOSE)	:	PARTNERSHIP DEED / REGISTRATION CERTIFICATE FROM REGISTRAR OF FRIM WITH DETAILS OF PARTNER AS IN THE REGISTRATION OF FIRMS
6.	Private Limited / Public Limited (SHOULD ENCLOSE)	:	a) COPY OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION

b) CERTIFICATE OF INCORPORATION AND COMMENCEMENT OF BUSINESS
c) DETAILS OF THE DIRECTOR AS IN THE REGISTRAR OF COMPNIES

7.	Address of the Registered Office of the firm/company	:
8.	Annual turnover for the previous three years in printing line	:
9.	Location of Printing Press	:
10.	Capacity of Preparation of the Answer Booklet per day by the Printer	:
11.	Maintenance of Branches with printing facilities in Chennai City/other areas	:
12.	Names of the University/ Government Agencies (Government/Private) to whom the printing of similar items were made recently (enclose copy of the letter above authority)	:
13.	Whether the Printer have been empanelled by RBI / IBA as Security Printer (Evidence to this effect to be furnished)	:
14.	To produce the Solvency Certificate of Rs.10,00,000/- after the date of issue of the tender notice from a Nationalised / Scheduled Bank	:
15.	Year of establishment of the press in printing business	:
16.	Sales Tax, Registration No., PAN No., & Service tax No. if any	:

B. For Printers for Printing of U.G. / P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the

Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August 2014 of this University the prices should be quoted for each of the items given below:

(Note: Basic Price, Sales Tax, Delivery Charges, Freight, Insurance, and such other services that may be applicable should be quoted separately and specifically)

C. E.M.D. PAYMENT PARTICULARS:

i. Number of the Demand Draft enclosed.

ii. Demand Draft Particulars

Sl.No.	D.D.No.& Date	Name of the Bank	Amount
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....

D. Indicate your time schedule for the tender performance.

TENDERER.
WITH SEAL OF THE ORGANISATION.

We, M/S._____ have gone through the terms and conditions and will abide by them as laid down.

TENDERER
WITH SEAL OF THE ORGANISATION.

ANNEXURE – II

FORM OF CONTRACT / AGREEMENT

(TO BE EXECUTED BY THE SUCCESSFUL TENDERER FOR THE PRINTING OF U.G. / P.G. BAR CODED SHEETS WITH 105 GSM PAPER, STITCHING WITH MAIN ANSWER BOOK, SUPPLY OF CLOTH LINED COVERS AND PACKING OF ANSWER BOOKS IN DESPATCHABLE CONDITION AS PER THE LIST OF INSTITUTIONS TO BE PROVIDED BY THE UNIVERSITY WITH NAME LABEL AFFIXED IN EACH COVER FROM THE PRINTER'S PREMISES AROUND CHENNAI CITY AND OTHER PLACES WITHIN TAMIL NADU FOR THE UG/PG DEGREE COURSE EXAMINATIONS FOR OCTOBER, 2013 AND FEBRUARY / APRIL / AUGUST 2014 WITHOUT ANY PROBLEM IN THE PRINTING/DISTRIBUTION)

We, M/S..... .....(Hereinafter refereed to as "PRINTER/TENDERER") hereby contract and agree on the acceptance of our Tender by the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032. (Hereinafter referred to as "Purchaser / Medical University") in accordance with the conditions of contract stated below, the goods or materials hereunder named of the quality and of the sort and at the rate or price hereunder specified in the purchase orders.

CONDITION OF CONTRACT

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force during the contract period of **1 (one) Year from the date of execution oof agreement**. But in the event of any breach of agreement at any time on the part

of the Printer, the contract shall be determinable by the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 upon giving five (5) days notice to the Printer, to the address mentioned in the tender document any change of address should be intimated by the Printer to the University so as to have an effective communications.

2. The Printer agrees to PRINTING OF U.G./P.G. BAR CODED SHEETS, STITCHING WITH MAIN ANSWER BOOKS, SUPPLY OF CLOTH LINED COVERS AND PACKING OF ANSWER BOOKS IN DESPATCHABLE CONDITIONS detailed in the Annexure **III to VI** of the Tender Document at all inclusive prices noted in Annexure **III to VI** of this Agreement. to the Tamil Nadu Dr.M.G.R. Medical University before specified date. The price offered is firm for 1 (one) Year and is not subject to enhancement on any ground.

3. The price of the said items as detailed in Annexures excludes, Sales Tax, Surcharges, Freight, Octeroi, Insurance and such other levies that may be applicable.

4. The quality of printing supplied under this contract are to be +reasonable quality and of the sort mentioned in the printing orders at Annexure.

5. The additional materials are to be delivered at the Tamil Nadu Dr.M.G.R. Medical University premises without any extra cost in such quantities or equal to numbers of the total quantity printing (approximately 5%) or numbers contained in the printing order enclosed as Annexure to this contract. Any amendments to the orders in terms of quantities or delivery period etc., may be incorporated on a mutually agreed basis.

6. The list of Institutions given by the University with name label affixed in each cover to be dispatched. Further, the materials have to be packed in despatchable condition to affiliated institutions of this University which will be informed later in and around Chennai city and other places within Tamil Nadu State from the Printer premises.

7. Any replacement necessitates as part of the agreement shall be carried out by the Printer and faulty materials that arise out of such replacement shall be taken back by the Printer within a reasonable time at his own cost.

8. If the execution not effected on or before the specific period as given in ANNEXURE-III by the The Tamil Nadu Dr.M.G.R. Medical University for each session, the Registrar The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 shall have the full authority to cancel the order and to take any such action that will be deemed fit in the circumstances to procure the Materials and the loss sustained due to the above process by the University will be collected from the Printer/adjusted against EMD / Security Deposit.

9. In case of failure by the Printer to deliver materials demanded from them within the period specified as given in ANNEXURE – III for delivery or in case of materials delivered by them, not being of the stipulated quality, and specifications or in case of goods or materials being delivered without a correct invoice in triplicate, the Registrar or anyone duly authorized by him shall have power to reject any such goods or materials and to purchase from others instead of any goods or materials so rejected or not delivered unless the Printer shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the Tamil Nadu Dr.M.G.R. Medical

University over the contract price together with all charges and expenses attending the purchase shall be recoverable by The Tamil Nadu Dr.M.G.R. Medical University from the Printer.

10. Penalty will be levied at the rate specified in Point No.**16** of Tender Document 10% of the total value of the work or equal to the actual loss sustained which ever is greater, if the delivery has not been completed in full within the stipulated period, subject to force major conditions. Besides, such performance may entail black listing of the Printer.

11. The Printer shall furnish the bill of cost in triplicate on completion of each examination session through the Controller of Examinations of this University. After verification action will be taken by the University for the Payment of the bill of cost after deducting necessary taxes in force.

12. The Printer hereby agrees to get the refund of incentive, Excise Duty and proportionate Sales Tax from concerned authorities and pass it on to the The Tamil Nadu Dr.M.G.R. Medical University if the Government or any other appropriate agency reduces the Excise Duty (or) Sales Tax or give incentive or any type retrospectively after supplying the materials, failing which action will be taken to recover the balance amount from the Printer.

13. The contract or any part share of interest in it, Printing of U.G. / P.G. Bar Coded Sheets with 105 GSM Paper, Stitching with Main Answer Book, supply of cloth lined covers and packing of answer books in despatchable condition as per the list of Institutions to be provided by the University with name label affixed in each cover from the Printer's Premises around Chennai city and other places within Tamil Nadu for the UG/PG Degree Course Examinations for October, 2013 and February / April / August 2014 is not to be transferred or assigned by the Printer directly or indirectly to any other

person whomsoever without the written consent of the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032. This tender for printing and supply contract is not transferable to any third party.

14. The Medical University expressly resolves its right to terminate the contract if any of the conditions specified in the Tender. Purchase order on this contract is violated by the Printer such costs or loss sustained by The Medical University shall be recoverable from the Printer.

15. Neither the University nor the Printer shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

a. Natural Phenomena including but not limited to earthquakes, floods and epidemics.
b. Acts of any Government authority domestic or foreign including but not limited to war declared, or undeclared, or undeclared, priorities and guarantee restrictions.
c. Accidents or disruptions like flood, fires and explosions.

16. The Tender Notice **No.001** along with enclosures, the detailed final offer of the Printer and the Printing order at Annexures respectively will form part of this contract. Wherever the offer conditions stipulated in the Printing order, the latter shall prevail over the offer conditions furnished by the Printer.

17. Unless otherwise provided in the Agreement any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by Registered Post, Postage prepaid, return of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by Post shall be deemed to have been

served on the date when in the ordinary course of Post, it would have been delivered at the address to which it was sent.

18. Any notice to the Printer shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

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

20. Both the parties will endeavor to settle any dispute arising out of this contract between them amicably among themselves. If the dispute is not resolved, then dispute shall be referred to a sole arbitrator appointed by The Medical University and shall be governed by the "Arbitration and Conciliation Act 1996".

The Language of the Arbitration shall be English and the place of Arbitration shall be Chennai.

21. The Printer hereby agrees that he shall not divulge any part of the data transferred to him by the Medical University to any third parties and assures that he will take all necessary steps to prevent leakage, theft, accidental / intentional disclosure of data by or to any third parties. The Printer also undertakes that the data transferred from the Medical University shall not be duplicated unless it is necessary for execution of the contract. It shall be the primary responsibility of the Printer to maintain confidentiality. It is the essence of the Contract.

22. The sample UG Bar Code Sheet and PG Bar Code Sheets are enclosed for reference. The University shall provide the data base in CD in a sealed cover

with Examination Date, Session (FN/AN), Examination Centre Code, Register Number, Subject Code, Section, Unique Dummy Number, Unique Serial Number and Carton Box Number. The Dummy Number should be printed only in Bar Code Form by the printer and should be matched with Register Number, Subject Code, Section & Serial Number. The Serial Number and Carton Box Number will help to pack the answer booklet. **Such datas will be given by the Controller of Examinations to the Printer from time to time.**

23. No wastage of paper will be allowed for preparation of Printed Answer booklet for each session.

24. The Printer agrees that in the event of non-fulfillment / non observance of any of the conditions stipulated in the contract, the Printer shall pay as penalty an amount equivalent to 10 (ten) percent (%) of total value of the work or any amount equal to the actual loss incurred by the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 whichever is greater. In addition the University reserves to black list the tenderer for future tenders.

In witness whereof the parties have affixed their signature on the _____ day of _____ 2013.

For and on behalf of Printer

(Name and Address if the Printer with Official seal with date)

WITNESS:

1.

2.

ACCEPTANCE

The Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai hereby accept the contract in accordance with the conditions of contract and work order there to in annexure.

REGISTRAR

For and on behalf of Purchaser

The Tamil Nadu Dr.M.G.R. Medical University, Chennai.-32

WITNESS:

1.

2.

INSTRUCTION TO FILL THE AGREEMENT

1. The Agreement should be executed on a Non-Judicial Stamp Paper of Government of Tamil Nadu worh Rs.20/- (Rupees Twenty only). If Non-Judicial Stamp Paper is not available, Special Adhesive Stamp to the value of Rs.20/- may be affixed to the Agreement.

2. The Agreement should be executed in bond paper or in thick papers which may last long and not in thin papers like mani folding sheets etc.,

3. The Agreement apart from Stamp paper should be signed at the bottom of all pages with full signature and date and official seal by both the parties.

4. Signature of witnesses with their addresses should be obtained in the Agreement.

5. Any corrections made in the Agreement should be attested with full signature and date under official seal by both the parties.

6. If the stamp tenderer is the partnership concern the copy of the partnership Deed, Copy of the certificate of Registration should be enclosed with the Tender Document.

7. If the tenderer is Private Limited (or) Public Limited Company copy of the certificate of incorporation, copy of memorandam and article of association and Board resolution the particular director should sign in the Tender Document.

ANNEXURE – III (Commercial BID)

I - SPECIFICATION FOR UG/PG BAR CODED SHEETS

1. UG – 4 page outer sheet of 105 GSM size 210 X 275 with 3 Laser Printed Bar Code – 128 (12 Digits), Micro Perforation for top sheet, 6 Digit Answer Book Number on Page 1. In 2nd Page single colour printing as "DO NOT WRITE ON THIS PAGE".

QUANTITY: - 400000 Nos. at the approved rate of Rs. each + 5% VAT

2. PG – 4 page outer sheet of 105 GSM with 4 Laser Printed Bar Code – 128 (12 Digits), Micro Perforation – horizontally in 3 locations and vertically in 1 location on the LHS, 6 Digit Answer Book Number on Page 1. Instructions to the candidate to be printed in the backside of PG Bar code.

QUANTITY: - 50,000 Nos. at the approved rate of Rs. each + 5% VAT

OTHER CONDITIONS:

1. Dark Blue colour for static text and black colour for variable text to be used for every booklet variable data to be over printed on the bar code sheet.

2. The sample UG Bar Code Sheet and PG Bar Code Sheets are enclosed for reference. The University shall provide the data base in CD in a sealed cover with Examination Date, Session (FN/AN), Examination Centre Code, Register Number, Subject Code, Section, Unique Dummy Number, Unique Serial Number and Carton Box Number. The Dummy Number should be printed only in Bar Code Form by the printer and should be

matched with Register Number, Subject Code, Section & Serial Number. The Serial Number and Carton Box Number will help to pack the answer booklet.

3. The Data will be given not later than 7(seven) days from the date of work order and the printer has to print and pack and keep the answer booklet in despatchable condition to the Examination Centres, seven days before the examination.
4. The printer is responsible to maintain the confidentiality of the data. Legal action will be taken if there is any leakage of data.
5. The printed answer booklet should be bundled according to Examination Centre, Date, Session Subject Code-wise and keep in despatchable condition to the concerned 300 + Examination centres all over Tamil Nadu as per Examination Centre master database.
6. Handing over of complete data in one go cannot be ensured. The Database will be given more than once i.e. after last date (without penalty) after the last date (with penalty), court admitted candidates etc.,
7. Subject master database will be provided to print the subject name in the answer booklet.
8. The Printer is responsible for ensuring that the correct answer books are sent to the respective Examination centres /colleges with the assistance from the designated University Officials.
9. The Printer is responsible to maintain the confidentiality of the data. Legal action will be taken if there is any leakage of data.
10. The list of Institutions given by the University with name label affixed in each cover to be dispatched.

ANNEXURE – IV

I. SPECIFICATION FOR ANSWER BOOKLET

1. Printer has to workout the requirement of the paper for August/October, 2013 Examinations in consultation with the Examination Wing and furnish indent to the University through the Controller of Examinations. The University will procure and supply the required quantity of paper from the TNPL, CHENNAI. The Printer should maintain the paper account and produce to the University for Verification and further indent.

2. UG –Answer Booklet of size 210 mm X 275 mm consisting of 72 inner pages with page No. at the top of page right corner printing in the single colour each 60 GSM TNPL Paper, LHS (Left Hand Side) 5 mm single stitching of the entire answer book let with 105 GSM Bar code sheet.

QUANTITY: 4,00,000 Nos. at the approved rate of Rs. /- each

3. PG –Answer Booklet of size 210 mm X 275 mm consisting of 72 inner pages with page No. at the top of page right corner printing in the single colour each 60 GSM TNPL Paper, LHS (Left Hand Side) 5 mm single stitching of the entire answer book let with 105 GSM Bar Code sheet.

QUANTITY: 50,000 Nos. at the approved rate of Rs. /- each

OTHER CONDITIONS:

- Dark Blue colour for static text and black colour for variable text to be used
- Page Number to be printed on the top RHS (Right Hand Side) starts from 1 to 72.

- Security feature : MICROLINE MARGIN in each page
- The Data will be given not later than 7(seven) days from the date of work order and the printer has to print and pack and keep the answer booklet in despatchable condition to the Examination Centres, seven days before the examination.

ANNEXURE – V

JOB NAME
(PRINTING AND SUPPLY OF CLOTH LINED COVERS)

SPECIFICATIONS			
Size	Quantity Required	Printing on cloth Lined Covers	Rate
40.5 cms. X 30.5 cms. Flap 5.0 cms	50,000 Nos. (approx.)	Front side as per the sample enclosed	Rate quoted for cover cost/ setting charges/printing charges inclusive

QUANTITY: **10,000 Nos. at the approved rate of Rs. /- each**

+5% VAT

ANNEXURE – VI

JOB NAME
(PACKING)

Packing cost is agreed as Rs. + VAT per packet as per the specification prescribed by the Printer.

- The printed answer booklet should be bundled according to Examination Centre, Date, Session Subject Code-wise and keep in despatchable condition to the concerned 300 + Examination centres all over Tamil Nadu as per Examination Centre master database.

Packing cost is agreed as Rs. .00 +5% VAT (per packet Maximum 25 Answer Booklet).