

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

Anna Salai, Guindy, Chennai – 600 032

E-TENDER

for

Providing Courier Services for Despatch of Tapals Parcels, Documents, (Blood sample if any) etc., from the Tamil Nadu Dr. M.G.R. Medical University, Chennai

Tender Notice No: SI(3)/17196/2026

1.	Date of Publish of e-Tender	:	14.08.2026
2.	Date of Pre-bid Meeting	:	18.08.2026 at 11.00 a.m.
3.	Bid Submission Starting Date	:	20.08.2026 at 11.00 a.m.
4.	Bid Submission Closing Date	:	31.08.2026 at 11.00 a.m.
5.	Technical Bid Opening Date	:	31.08.2026 at 4.00 p.m.

THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY, CHENNAI-32

**PROVIDING COURIER SERVICES FOR DESPATCH OF TAPALS, PARCELS,
DOCUMENTS, (Blood Sample if any) ETC., FROM THE
TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY,
CHENNAI**

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THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY, CHENNAI-32.

I. SCOPE OF TENDER

The Tamil Nadu Dr. M.G.R. Medical University is a State University and was established by an Act No.37 of 1987 of Government of Tamil Nadu. The Tamil Nadu Dr. M.G.R. Medical University has proposed to engage Courier Services for Despatch of Tapals Parcels, Documents, (Blood sample if any) etc., from this University.

The successfully Tenderer shall provide Courier Services for Despatch of Tapals Parcels, Documents, (Blood sample if any) etc., from this University .

The Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2012 shall apply to this Tender.

II. NOTICE FOR INVITING TENDER

The Tamil Nadu Dr. M.G.R. Medical University invites bids from eligible, experienced and financially sound Companies / Firms / Agencies for **‘E- Tender for Providing Courier Services for Despatch of Tapals Parcels, Documents, (Blood Sample if any) etc., from the Tamil Nadu Dr.M.G.R. Medical University, Chennai-32’** for a period of **1 (One) year**. This tender will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders Rules, 2012 and subsequent amendments thereof are applicable to this Tender.

Prospective bidders shall visit the University and acquaint themselves with the scope & schedule of work before participating in the pre-bid meeting, if required. In order to familiarise the bidders on scope of the work and obligations in the proposed contract, a pre-bid meeting will be conducted with bidders.

For any queries related to the Bid submission, bidders shall contact by email registrar@tnmgrmu.ac.in or telephone number 044 – 2235 3572 (from 10:00 AM to 05:00 PM in all working days).

The tenders are in Two bid System (a) Technical Bid and (b) Financial Bid. All the bidders are requested to go through the instructions, terms & conditions and specifications laid down in the Tender document. Failure to furnish all required information in every aspect will be at their risk and may result in the rejection of their bids. All tender documents including Technical and Financial bids should be submitted in **Tamil Nadu Government Tender Portal** (www.tntenders.gov.in).

The companies / Firms / Agencies not fulfilling the Eligibility Criteria will not be considered and will be summarily rejected.

Tender Document No.	SI(3)/17196/2026
Date of Publish of e-Tender	14.08.2026
Description	Providing Courier Services for Despatch of Tapals Parcels, Documents, (Blood sample if any) etc., from the Tamil Nadu Dr.M.G.R. Medical University, Chennai-32
Estimated Tender Value	Rs. 50,00,000/- (Rupees Fifty Lakhs only)
EMD Value	Rs. 50,000/- (Rupees Fifty Thousand only)
Bid Submission Starting Date	20.08.2026
Submission of Bids	Two Bid System will be followed for this tender (Technical Bid and Financial Bid). - The proposals shall be submitted in two parts, viz., Technical Bid and Financial Bid and should be as per the formats given in Annexuers. - Bid documents will be available on website – ‘<u>https://tntenders.gov.in</u>’ from 14.08.2026 to 31.08.2026 for submission of bids. The bidders must possess a Digital Signature Certificate and submission of bids is through online on ‘<u>https://tntenders.gov.in</u>’ and any other mode is not accepted.

The Tenderers should produce copies of registration, certificates, proof of experience/testimonials to the satisfaction of the Tamil Nadu Dr. M.G.R. Medical University.

An Earnest Money Deposit of **Rs.50,000/- (Rupees Fifty Thousand only)** should be transferred through online payment mode in e-tender portal of **<https://tntenders.gov.in>** on or before due date 31.08.2026 before 11.00 a.m. Any other mode of payment of EMD shall not be accepted. The Bank Guarantee towards EMD will not be accepted. The Tender Documents received without EMD will be summarily rejected.

The Registrar reserves herself the right to reject any or all of the Tenders without assigning any reasons there for.

Registrar
Tender Inviting Authority,
The Tamil Nadu Dr. M.G.R. Medical University

III. IMPORTATNT DATES

S.No.	Events	Date	Location
1	Date of Pre-Bid meeting	18.08.2026 at 11.00 a.m	The Tamil Nadu Dr. M.G.R. Medical University, No.69, Anna Salai, Guindy, Chennai – 600 032. Phone No.22353572 E.Mail ID: registrar@tnmgrmu.ac.in Website www.tnmgrmu.ac.in
2	Bid submission Closing Date	31.08.2026 at 11.00 a.m	
3	Technical Bid Opening Date	31.08.2026 at 4.00 p.m	
4	Date and time of opening of Financial bid	Will be intimated to technically qualified bidders only.	

THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY
CHENNAI - 600 032.

IV. GENERAL TERMS & CONDITIONS

4.1 METHOD OF SUBMISSION OF TENDER :

- (i). The bids should be submitted through online only in two bid system
i.e. Technical Bid and Financial Bid separately.
- (ii). The bidder has to submit the tender document duly signed on all pages by an authorized person and his / her full name and status be indicated below the signature along with official stamp of the firm. Submission of wrong / forged information / document will be liable to legal action and rejection of tender submitted by the firm.
- (iii). The tenders of the contracting agency/firm/company not in possession of valid statutory license / registrations are liable for rejections.
- (iv). No bidder will be allowed to withdraw / alter / modify after submission of tenders within the bid validity period.
- (v). The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and terms and conditions enclosed herewith. Each page of the bids required to be signed and bears the official seal of the Bidders.
- (vi). If the application is made by a firm, it shall be signed (with seal) by the partner(s) of the firm above full typewritten name(s) and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.
- (vii). If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested by a Notary Public.

4.2 ELIGIBILITY CRITERIA :

The bidders must fulfill the following eligibility conditions and also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid. The University will consider the Commercial Bid of the tenderers who qualify in the Technical bid. For those tenderers who are not qualified in the Technical Bid, the Commercial bid will not be considered for opening.

- 4.2.1 The bidder should have registered the firm under Companies Act or similar acts of Government of India or Tamil Nadu. (A copy of registration of the firm should be attached).
- 4.2.2 Annual Turnover of the bidder for the previous three financial years (i.e., from 2022-23 to 2024-25) shall not be less than One crore in domestic sector per annum in the filed of Courier Services (Attach certificate from the Chartered Accountant along with the audited balance sheet including Profit and Loss statement for the last three years)
- 4.2.3 The Company / Firm / Agency should be in business for at least 5 years for providing courier Services including Government / Autonomous Bodies / Public Sector Undertakings.
- 4.2.4 The Company / Firm / Agency should have successfully executed/ completed similar works, providing courier services in Govt./Public Sector Undertakings/Autonomous Bodies. Company / Firm / Agency should have completed courier services with minimum of 2000 outlets in southern region during the last five years upto the date of publication of this tender. Submit work orders and performance certificate as documentary proof for successfully executed/ completed similar works should be enclosed.
- 4.2.5 The Bidder should have registered under various Statutory Acts like ESI, EPF Act, Labour Department and GST. (Copy of the Registration certificates/ License obtained from the competent authority should be enclosed).
- 4.2.6 The firm should be assessed for Income Tax, hence copies of Income Tax returns filed for the last three assessment years i.e., 2022-23, 2023-24 and 2024-25 be enclosed.
- 4.2.7 Bidder should not be blacklisted / terminated by any Government organization / agency for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices. An undertaking to this effect should be submitted as per Annexure 'C'.
- 4.2.8 Basic requirement of the tender should be submitted as per Annexure "D"
- 4.2.9 The Firms without documents mentioned in section 4.2.1 to 4.2.8 will be rejected.

4.3 OPENING OF TENDER

4.3.1 Date of opening of bids will be as per this tender document.

4.3.2 The Tamil Nadu Dr. M.G.R. Medical University will evaluate the technical bids for minimum eligibility adherence based on the data provided by the bidder as the format given in Annexure – A.

4.3.3 The Tamil Nadu Dr. M.G.R. Medical University will open the financial bid, as per the format given in Annexure – B, of those who have qualified in the technical bid on the date to be announced by the Tamil Nadu Dr. M.G.R. Medical University.

4.3.4 Financial bids will be opened and the lowest financial bid amongst those qualified in the Technical bid will be declared as successful bidder (L1). The contract will be awarded to the successful bidder (L1), subject to other usual conditions.

4.3.5 In case more bidders quoted the same lowest price, the lowest bidder will be selected on the basis of the following preferential conditions in sequence:

- (i) Average Turnover of the bidder for the last 3 years
- (ii) Experience of providing similar service
- (iii) Value of similar works executed.

The Tamil Nadu Dr. M.G.R. Medical University reserves the right to negotiate with the bidder whose offer is the lowest evaluated price for further reduction of price. The Tamil Nadu Dr. M.G.R. Medical University also reserves the right to negotiate with other bidders to match the negotiated L1 price or below, according to the Tamil Nadu Transparency in Tenders Rules, 2000.

4.4 SCOPE OF WORK:

The Scope of work for providing Courier services for the Tamil Nadu Dr. M.G.R. Medical University include the following:

4.4.1 The Contractor is responsible to collect the Tapals/parcels/documents from this University around (or) after 6.00 p.m. on all working days including Saturday and Sunday. However, in case of emergency, the Contractor will also depute their representative to collect the Tapals/documents/parcels even after 6.00 p.m. for despatch to various destinations.

(a) The Tapals should be booked in the office itself before picking and copy of the same may be handed over to the concerned Department.

- (b) The agency should collect documents/parcels on all working days and on holidays if there are some urgent requirements.
- (c) The Courier agency will return the undelivered parcels/letters immediately or within two weeks.
- (d) The Courier Agency will ensure that all the documents / parcels letters are delivered to the recipient to whom it is meant for and in no case is delivered to anybody other than the recipient.
- (e) The Courier provider should have their own website for tracking the documents.
- (f) The courier service provider /contractor will furnish name and addresses with telephone/mobile number of their representative who could be called /contacted in case of any urgent work
- g) The Delivery of the document will be made on next day at Chennai and Tamil Nadu. The documents or parcel as the case may be shall be delivered at the desired destination (Within or outside India) within the period of 1 working day.
- h) The PODs will be submitted on each and every case after getting signature of the recipient, his/her name and telephone number. The Representatives of Courier Service will write the name and telephone number of the recipient themselves. The PODs should invariably bear date of delivery and the seal of consignee. Payment of courier charges will be made on the basis of PODs submitted by the contractor/courier service provider.
- i) If the consignment not delivered within stipulated time period (except on occasions like imposition of curfew or due to occurrence of natural calamities like flood etc.) and damaged of transit, the University shall impose penalty, Third party charges, if any shall also be borne by the contractor/courier service, which will be deducted from the payable amount to contractor/ courier service.
- j) In case of loss of documents, contractor/courier service provider will lodge FIR, claim insurance compensation and fulfill every formality as deemed necessary in recovering the documents and making good the loss suffered by this University.

k) The Contractor shall safely deliver the tapal/documents/parcels entrusted to Contractor on the following day. The Contractor will also ensure that the mails are delivered to the consignee within a shortest time. The Contractor is liable for the damages and responsible for consequences resulting in delay in delivering the letters etc., and also for non-delivering of the letters/documents/parcels in time.

l) The Contractor shall be wholly responsible to make good the University for any loss or damage to the mails or articles when under your custody.

m) The Contractor and agent should possess an Identity card issued by the Contractor, and shall produce on demand by the Officials/ security personnels of this University.

4.5 EARNEST MONEY DEPOSIT (EMD)

4.5.1 . EMD of Rs.50,000/- (Rupees Fifty Thousand only) should be transferred through online payment mode in e-tender portal of <https://tntenders.gov.in> on or before 31.08.2026 at 11.00 a.m. Any other mode of payment of EMD shall not be accepted.

4.5.2. Tenderer has to select the payment option as “Pay online” to pay the EMD amount. Only after payment of EMD, Tenderer will be able to upload their bids. In order to avoid any issues and last-minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. The Tamil Nadu Dr. M.G.R. Medical University will not be held responsible for any sort of difficulty faced / failure in submission of bids online by the Tenderer.

4.5.3. The EMD will not carry any interest. Non-submission of EMD details on or before the due date and time will result in rejection of the bid.

4.5.4. The Firm who are registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) are **exempted to submit EMD only (Copy of registration must be provide along with technical bid)** other conditions for eligibility will remains as per other tender conditions / **No other relaxation shall be allowed.**

4.5.5. The Earnest Money Deposit amount of the unsuccessful Tenderers will be returned automatically through online.

4.5.6. The Earnest Money Deposit amount of the successful tenderer will not be adjusted against the Security Deposit (SD) payable for successful execution of the Contract and will be returned only after successful completion of the contract.

4.5.7. Any tender not accompanied by Earnest Money Deposit as in para 1 above shall be rejected summarily by the Tamil Nadu Dr. M.G.R. Medical University.

4.5.8. The Earnest Money Deposit amount shall be forfeited.

a) If the tenderer withdraws the tender after opening of Technical Bid during the validity period specified in the tender document

b) In the case of a successful Tenderer, if the Tenderer fails to sign the agreement or to remit the Security Deposit within the specified time limit.

Further the Tamil Nadu Dr. M.G.R. Medical University will blacklist the tenderer without prejudice to any action that may be taken against the Tenderer.

4.6 SECURITY DEPOSIT

i. The successful tenderer will be required to remit the Security Deposit equivalent to 5% (five) percent of the total value of the work order within Ten days (10) from the date of receipt of communication intimating the acceptance of the tenders by way of **e-payment to A/c No.167901000000666 (IFS Code IOBA0001679)** of the Tamil Nadu Dr. M.G.R. Medical University. 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. The work of **“Providing Courier Services for Despatch of Tapals, Parcels, Documents, (Blood Sample if any) etc., from the Tamil Nadu Dr.M.G.R. Medical University, Chennai** will be started after execution of the above agreement by the successful tenderer and after the remittance of the Security Deposit.

ii. The Security Deposit furnished by the tenderer in respect of his tender will be returned to him after the completion of tender period and after satisfactory verification / execution of the work during the tender period subject to the condition that the Tenderer has rendered service to the fullest satisfaction of the Tamil Nadu Dr. M.G.R. Medical University, Chennai 600 032 without any complaint. If the tenderer fails to fulfill the same for **“Providing Courier Services for Despatch**

of Tapals, Parcels, Documents, (Blood Sample if any) etc., from the Tamil Nadu Dr.M.G.R. Medical University, Chennai and it 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 the balance if any shall alone is refundable.

iii. In case of successful tenderer the Earnest Money Deposit paid by him will be adjusted towards Security Deposit payable by him.

iv. Security deposit will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the University on account of failure or negligence on the part of employees of Tenderer.

4.7 AMENDMENT OF TENDER

1. At any time prior to the last date for receipt of Bids, the Tamil Nadu Dr. M.G.R. Medical University, may for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum / corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender.
2. The addendum / corrigendum will be uploaded on the website Tnmgrmu.ac.in. The Bidders are requested to visit the website frequently to check for any amendments.

4.8 PERIOD OF CONTRACT

1. The initial contract will be for a period of one year, subject to review before expiry regarding the satisfactory performance and service levels, which can be further extended up to 1 (one) year on yearly basis on mutual consent.
2. Bidders shall have no right or claim for the extension of the contract in any circumstances and decision of the Tamil Nadu Dr. M.G.R. Medical University shall be final and absolute.

4.9 VALIDITY OF THE RATE

The rates quoted are valid for the contract period of 1 year from the date of award of contract and under no circumstances any upward revision in the rate will be considered during the contract period.

4.10 SUBLETTING OF WORK

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the written consent from the Tamil Nadu Dr. M.G.R. Medical University.

4.11 VALIDITY OF THE OFFER

The offer of the Tenderer should kept valid for acceptance for 180 days from the date of opening of the tender.

4.12 DISQUALIFICATION OF BIDS

The Tamil Nadu Dr. M.G.R. Medical University, Chennai, may in its sole discretion and at any time during the processing of Bid, disqualify any bidder from the process if the bidder has :

- i]. Submitted the Bid after the scheduled date & time.
- ii]. Firms not meeting the eligibility criteria.
- iii]. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- iv]. If found to have a record of poor performance such as abandoning works, not properly completing the contracts, inordinately delaying completion of Financial failure etc.,
- v]. Submitted the Bid without bid security and required documents.
- vi]. Failed to provide clarifications related thereto, when sought.
- vii]. Submitted more than one Bid.
- viii]. Offered a Bid which is not valid for at least 180 days from the day of opening.

4.13 ACCEPTANCE OF TENDER

The Registrar, the Tamil Nadu Dr. M.G.R. Medical University, Chennai reserves the right to accept or reject the offer without assigning any reasons whatsoever.

4.14 PAYMENT TERMS

- I. The Courier service will raise bills on completion of each calendar month. The proof of Delivery (PODs) will be preserved and maintained by courier Bidders and should be submitted along with the monthly bill payment the payment will be made within a

reasonable time after scrutinizing and verifying. Payment will be made on monthly basis and no advance will be considered. Income Tax including surcharge / Sales Tax etc., if any applicable will be deducted from the bills as per the statutory regulations. Goods Service Tax as applicable will be payable on production of documentary evidence. The Contractor shall submit proof of all statutory payments while submitting their monthly bills.

- II. In case of untimely or non-delivery of parcels / letters etc. or damage to the parcels / letter, the Tamil Nadu Dr. M.G.R. Medical University reserve the right to deduct the amount from the monthly billing of the courier service.

4.15 TERMINATION OF THE CONTRACT

1. The Tamil Nadu Dr. M.G.R. Medical University, Chennai may terminate the contract without assigning any cause by giving 1 (one) month notice in writing. However, the notice period may be extended by mutual agreement till alternate arrangements are made. Further, any pending or unresolved service, function, task, performance, unpaid fees and any other remedies shall continue by both the parties during the period of termination notice and the same must be satisfied before the agreement is terminated.
2. The Bidders shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of agreement by the Tamil Nadu Dr. M.G.R. Medical University, Chennai.
3. The Tamil Nadu Dr. M.G.R. Medical University without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist the Bidders for a suitable period without giving any notice in case he fails to honour his bid or contract without sufficient grounds or found guilty for breach of condition /s of the tender or contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Bidders or by its staff or agent. The Tamil Nadu Dr. M.G.R. Medical University decision in such a situation shall be final and shall be accepted by the service provider without any objection or

resistance. In such case of termination, the Tamil Nadu Dr. M.G.R. Medical University, Chennai will have the right to put in place any other Bidders for carrying out the remaining enrolment work. Any extra expenditure shall be recovered from the agency.

4. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of 1 (one) month from the date of taking over charge, the Tamil Nadu Dr. M.G.R. Medical University reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

4.16 LIQUIDATED DAMAGES

- a) The timely and accurate delivery of the letters/tapals/parcels/documents etc. with utmost promptness is the essence of this tender. Extensions of the time limit of the delivery of the letters/tapals/parcels/ documents beyond the agreed delivery schedule will not be given except in exceptional circumstances. In case of delay in delivery beyond the agreed delivery schedule, penalty at the rate of 10% of the bill value for each day of delay or part thereof, subject to maximum fixed by the University. Quantum of liquidated damages assessed and levied by the Tamil Nadu Dr. M.G.R. Medical University, Chennai shall be final and not challengeable by the Bidder.
- b) The Bidders shall exercise due care and caution while transporting the consignments to avoid any damage or loss at any stage. The Bidders shall be responsible for the safety of the consignment in their custody. The Tamil Nadu Dr.M.G.R. Medical University shall be at liberty to recover all the damages or any payable amount from the Bidder's monthly bills, if the Bidders fails in taking care of the consignment in its custody.
- c) All the tapals / parcels shall be deemed to be in the possession of the Bidders and in his care and custody, at his risk and responsibility from the moment they have been handed Over to and accepted in writing by the Bidders or his representative at the pickup point and till such time they are delivered to the addressees under proper acknowledgement. The Bidders shall be responsible for any mishap, accident on route, the consequences thereof including legal compensations, if any, and payable during the execution of the

contract. The Tamil Nadu Dr. M.G.R. Medical University shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of the contract.

- d) Subject to clause for Force Majeure if the bidder fails to provide the service as agreed, the Tamil Nadu Dr. M.G.R. Medical University, Chennai at its discretion may without prejudice to any other right or remedy available to the Tamil Nadu Dr. M.G.R. Medical University, Chennai in the tender and the Contract, forfeit the entire performance bank guarantee submitted by the agency, apart from blacklisting of the Bidders for further participation in any of the tenders of the Tamil Nadu Dr. M.G.R. Medical University, Chennai.

4.17 INDEMNITY

The Courier Bidders hereby covenants and agrees to indemnify and shall at all times keep indemnified the Tamil Nadu Dr. M.G.R. Medical University, Chennai against any loss or damage that the Tamil Nadu Dr. M.G.R. Medical University, Chennai may sustain as a result of the failure or neglect of the Bidders to faithfully carry out its obligations under this agreement or negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Bidders or its employees, agents, representatives and further to pay for all losses, damages, costs, charges and expenses which the Tamil Nadu Dr. M.G.R. Medical University, Chennai may reasonably incur or suffer, and to indemnify and keep indemnified the Tamil Nadu Dr. M.G.R. Medical University, Chennai in all respects.

4.18 FORCE MAJEURE

1. The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

2. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of Government.

4.19 ARBITRATION

- I. In the event of any dispute difference, claims and demands arising between the Tamil Nadu Dr. M.G.R. Medical University, Chennai and the Bidders in any matter arising in relation or connection or pursuant or touching to the meaning, operation, effect or interpretation of this tender / agreement directly or indirectly, the matter shall be referred to the Registrar, the Tamil Nadu Dr. M.G.R. Medical University, Chennai who may herself act as sole arbitrator or may name as sole arbitrator an officer of the Tamil Nadu Dr. M.G.R. Medical University, Chennai notwithstanding the fact that such officer has been directly or indirectly associated with this contract. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
- II. The place of the arbitration shall be at the Tamil Nadu Dr. M.G.R. Medical University, Chennai.
- III. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- IV. The proceedings of arbitration shall be in English language.

GENERAL

The Tenderers while sending their Tenders should enclose a copy of the conditions 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.

TENDERER

Seal of the Contractor's Firm

Signature:

Name :

Date:

Designation:

Place:

Name of the Contractor:

THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY

CHENNAI - 600 032.

V. SPECIFIC TERMS AND CONDITIONS

1. The period of contract of under the scope of work shall be valid for One year which may be extended by One year, if the services are found to be satisfactory on the same terms and conditions and at the discretion of Authority of the Tamil Nadu Dr. M.G.R. Medical University, Chennai.
2. It shall be the responsibility of the courier agency to promptly respond to the Tamil Nadu Dr. M.G.R. Medical University, Chennai, Non-tampering of tapals/parcels/documents, etc., and ensure safe delivery of the tapals/parcels/documents, etc., to the destination without any damage.
3. Challans of consignment should specify with minimum details as follows :
 - a. Consignment No. & date
 - b. Nature of packing Weight.
 - c. Consignor and Consignee with stamp & Signature.
 - d. Mode of Dispatch
 - e. Any other details.
4. Proof of Delivery (POD) of the tapals/parcels/documents, etc., should be given to Tamil Nadu Dr. M.G.R. Medical University, Chennai. POD should invariably contain the consignee stamp & signature. Please mention whether any other proof of delivery other than POD is available (with supporting document). Two copies POD/Booking to be enclosed with the bill.
5. Facilities to track the courier through website should be available.
6. The Agency shall maintain a register/ document for the tapals/parcels/documents, etc., collected from our office premises.
7. Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from/ by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time of State or local Govt. as applicable to him or to this contract without any liability and responsibility to the Tamil Nadu Dr. M.G.R. Medical University whatsoever it may be.
8. To bear all taxes, rates charges, levies or claims, whatsoever, as may be imposed by the State/ Central Government or any local body or authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts licenses, clearance certificates etc. as may be required by the Tamil Nadu Dr. M.G.R. Medical University, Chennai, from time to time.
9. Responsible for compliance to the provisions of various labour and industrial laws relating to the personnel deployed by Courier Agency for the purpose at premises of Tamil Nadu Dr. M.G.R. Medical University, or for any accident caused to them and the Tamil Nadu Dr. M.G.R. Medical University, Chennai, shall not be liable to bear any expense in this regard.
10. In case of any changes of constitution of the Agency, the rights of the Tamil Nadu Dr. M.G.R. Medical University should not suffer.

11. All personnel engaged by Agency shall not disclose the identification of the tapals/parcels/documents, (Blood samples if any) etc., details to anyone. In case the same is proved the stringent action shall be taken against the Agency.
12. A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract and he will be answerable to the Tamil Nadu Dr. M.G.R. Medical University. This will, however, not diminish in any way, the Agency's responsibility under contract to the Tamil Nadu Dr. M.G.R. Medical University, Chennai.
13. A senior level representative of the Agency shall visit the Tamil Nadu Dr. M.G.R. Medical University at least once in a month and review the service performance of its personnel. During the visit, Agency's representative will also meet the Tamil Nadu Dr. M.G.R. Medical University officer dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day to day functioning of the services shall be carried out in consultation with and under direction of the Tamil Nadu Dr. M.G.R. Medical University, Chennai.
14. The Tamil Nadu Dr. M.G.R. Medical University may discontinue the services if urgency at any time without assigning any reason whatsoever.
15. Prompt delivery of the consignment is of prime importance and penalty will be levied for delay. Delay in delivery beyond certain time will attract penalty @ 5% per week or part thereof subject to a maximum of 10% of the total bill against particular consignment.
16. In case the tapals/parcels/documents, (Blood samples if any) etc., are delivered at wrong destination or short delivered it will be the responsibility of the bidders to collect the tapals/parcels/documents, (Blood samples if any) etc., and deliver to the correct place at the risk and expenditure of bidders. Bidders will not be eligible for any payment on account of such additional trips involved.
17. Even in cases where the bidders does not have their branch office of delivery point at any place in India, all consignments ready for such places shall have to be accepted by the bidders for delivery to such points.
18. All road permits or licenses or any other relevant authorization from competent authority as required for the running the vehicles shall be obtained by the bidders at its own cost. All Air and road rules pertaining to different states should be followed by the bidders.
19. It shall be the responsibility and obligation of the bidders to ensure safety and security of the consignment entrusted to him for carriage and to effect the delivery to the designated place in the same sound condition as received by him and within the time schedule stipulated. Any destruction, deterioration, or damage or breakage caused to the consignment, charges will be charged from the bidders.
20. While accepting the consignments for delivery the bidders should ensure that necessary documents for check post are collected, so that consignment are not detained en route for want of these documents. Any detention or expenses incurred on this account shall be the bidder's responsibility to get the consignment released and delivered in time. In case of floods/strikes/Riots materials should be kept in their vault.

21. Where the Tamil Nadu Dr. M.G.R. Medical University intends to depute an escort for certain important delivery, the escort should be allowed to go in the same vehicle to such destination for which no extra charges being paid.
22. The Agency shall not, in any way, discontinue / withdraw the services on their own during the contract period.
23. The personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Tamil Nadu Dr. M.G.R. Medical University / any State / Govt. of India/ or any Union Territory.
24. Delivery period: The tapals/parcels/documents, etc., as the case may be shall be delivered at the desired destination (Within or outside India) within the period of 3 working days.
25. Good standard of services shall be maintained as indicated.
26. The Agency shall ensure that all personnel deployed for lifting the tapals/parcels/documents, (Blood samples if any) etc., is fully loyal-to and assist the Tamil Nadu Dr. M.G.R. Medical University during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the Tamil Nadu Dr. M.G.R. Medical University.
27. The Tamil Nadu Dr. M.G.R. Medical University shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the contract.
28. Before submission of the bill, the Agency shall ensure that the tapals/parcels/documents, (Blood samples if any) etc., are properly delivered in good conditions and POD enclosed.
29. No request for making advance payment on any ground shall be entertained.
30. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
31. The Income tax as applicable shall be deducted from the bill unless exempted by the Income tax Department.
32. During the course of the contract period, the Agency shall deposit GST at prevailing rates as per GOI norms.
33. The decision of The Tamil Nadu Dr. M.G.R. Medical University in regard to interpretation of the terms & conditions and the Agreement shall be final and binding on the Agency.
34. The Tamil Nadu Dr. M.G.R. Medical University, Chennai shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
35. **Penalty:** In case of non compliance of the terms and condition of the contract the Tamil Nadu Dr. M.G.R. Medical University reserve the right to impose penalty up-to maximum 10 % of the total annual value of the contract during the period of operation.
36. The Consignment should be delivered on same day or next day in Chennai and rest of the places within three days.
37. In case of difficulty on non-availability in delivery of tapals/parcels/documents, (Blood samples if any)etc., the same should be brought to the notice of the Tamil Nadu Dr. M.G.R. Medical University, Chennai immediately.

38. List of offices in various locations all over India.
39. Main contact person name, mobile numbers to be given to the Tamil Nadu Dr. M.G.R. Medical University on award of Contract.
40. The Tamil Nadu Dr. M.G.R. Medical University reserves the right to cancel the contract at any point of time without assigning any reason.
41. The Contractor shall conform to the provisions of Central / State Act(s) or Regulation on the subject as well as the Terms and condition of the agreement to the executed.
42. The Contractor would be liable for legal action if he or his employees directly or suspected to be directly involved in any theft or pilferage. The contractor shall be liable for losses due to such theft or pilferage and the value of tapals/parcels/documents, (Blood samples if any)etc., so lost shall be made good by the Contractor.
43. Any compensation claim for injury / accident to the contractor or his team members while engaged in the work will be his own responsibility. The contractor should agree to indemnify the University against all claims arising out of action under the Employees State Insurance Act or the Workmen's Compensation Act or Criminal Law in force in so far as they relate to him or claims arising out of such employment.
44. The Tamil Nadu Dr. M.G.R. Medical University is not responsible for any disability or casualty incurred by the personnel employed by the contractor for doing the work for the contractor. It is the responsibility of the contractor to comply with the statutory requirements of safety and compensation.
45. Any amount due to the Tamil Nadu Dr. M.G.R. Medical University arising out of the contract will be recoverable from the Contractor's bill / Security Deposit. In case of the persons, deployed by the contractor, who do not come up to the mark or do not perform duties properly, or indulge in any unlawful acts of disorderly conduct, the contractor shall take suitable action against such employees on the report of the Tamil Nadu Dr. M.G.R. Medical University, Chennai. The Contractor shall replace such of the particular person so deployed on the demand of the Registrar, the Tamil Nadu Dr. M.G.R. Medical University in case of any of the aforesaid acts on the part of the person concerned.
46. If the tender is accepted and the work awarded, the contractor shall execute an agreement on a no-judicial stamp paper worth of **Rs.200/- [Rupees Two Hundred Only]** within fifteen days from the date of acceptance of the Tender abiding the terms and conditions of the contract. The expenses incidental to the execution of Agreement shall be borne by the successful Tenderer.

Seal of the Contractor's Firm

Signature:

Name :

Designation:

Name of the Contractor:

Date:

Place:

ANNEXURE-A

E- Tender for Providing Courier Services for Despatch of Tapals / Parcels,

Documents, (Blood Samples if any) etc., from the

Tamil Nadu Dr. M.G.R. Medical University, Chennai.

Ref: Tender No.SI(3)/17196/2026

PROFORMA FOR TECHNICAL BID

(in Company / Firm / Agency's Letter Head)

1.	Name of the Tender Company / Firm / Agency		Information / Inputs to be filled by the Tenderer	Page number to be filled by the Tenderer
2.	Name of the Director / Proprietor of the Company / Firm / Agency			
3.	Full address of the Registered Office			
4.	Contact Number(s)	Office No.		
		Mobile No.		
5.	Email ID			
6.	GST Number			
7.	Labour License			
8.	Local Office address at Chennai			
9.	Specify the Number of Outlets (The tenderer should have minimum 2000 outlets in the Southern Region.)			
10.	Year of Establishment (Track record of the tenderer in the field having more than 20 years experience.)			

S. No.	Description	Compliance (Yes/No)	Page Ref. No.
ELIGIBILITY CRITERIA – TECHNICAL BID			
1.	Average Annual financial turnover of related services during the last three years, ending 31 st March of the previous financial year, (Financial statements / certificates issued by Chartered Accountant should be submitted as proof).		
2.	Business for at least three years in providing courier services to clients including Govt./Autonomous Bodies/ Public Sector Undertakings.		
3.	The Company / Firm / Agency should have successfully executed/ completed similar works, providing courier services in Govt./Public Sector Undertakings/Autonomous Bodies. Company / Firm / Agency should have completed courier services by deploying a minimum of 2000 outlets in southern region during the last five years upto the date of publication of this tender. Submit work orders and performance certificate as documentary proof for successfully executed/ completed similar works should be enclosed.		
4	Registration Certificate of Company / Firm / Agency issued by appropriate authority (Necessary document proof should be attached)		
5.	Proof for Local office at Chennai (Necessary document proof should be attached)		
6.	Approximate distance between outlets in rural and urban areas The tenderer should have an outlet within the radius of 20 k.m in Rural area & 4 k.m. in cities.		
7	Particulars of own vehicles for carrying the consignment.		
8.	Specify the No. of Hub centers		
9.	The tenderer should specify the mechanism of customer care system		
10.	Specify the No. of Access Centres & Collection Centres (should have Minimum of 500 Access Centres and 1500 Collection Centres)		
11.	Number of documents handled per day approximately. The tenderers should have an experience of handling incoming and outgoing documents more than 50,000 per day (Please specify the number of documents handled per day)		

12.	The tenderer should give particulars for the mode of operation. Whether they have own fleet of transport system of vehicles or hired transport system		
13.	Details of Special arrangement The tenderer should have special messenger service arrangement suitable for delivery to designated person, Holiday delivery and Delivery on specific time.		
14.	Details of working hours The tenderer should have working days of 24 hours in all seven days in a week and 24 hours helpline numbers & details of dedicated customer support		
15.	Online Software for tracking ended to end delivery of documents (web tracking facility)		
16.	Declaration regarding blacklisting / debarring from taking part in Govt. Tender by the Tamil Nadu Dr. M.G.R. Medical University / Govt. Dept. (Declaration format as given in Annexure – C.)		
17.	Details of Pick up Service		

Note:

The proof attached should be indexed and page numbers of the attached proof should be clearly mentioned in the Technical Bid format.

Place:

Date:

Signature of the Bidder
Name & Address of the
Bidder with Office Stamp

ANNEXURE – C

e-Tender for Providing Courier Services for Despatch of Tapals / Parcels, Documents, (Blood Samples if any) etc., from the Tamil Nadu Dr. M.G.R. Medical University, Chennai.

Ref: Tender No. SI(3)/17196/2026

(To be executed & Attested by Public Notary / Executive Magistrate on Rs.200/- Stamp paper by the bidder)

DECLARATION REGARDING BLACKLISTING / DEBARRING FROM TAKING PART IN GOVT. TENDER BY THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY / GOVT. DEPARTMENT(S).

I / We Proprietor / Partner (s) Director (s) of M/s._____ hereby declare that the firm / company name M/s._____ has not been blacklisted or debarred in the past by the Tamil Nadu Dr. M.G.R. Medical University or any other Government organization from taking part in Government tenders.

(Or)

I / We Proprietor / Partner (s) Director (s) of M/s._____ hereby declare that the firm / company name M/s._____ was blacklisted or debarred in the past by the Tamil Nadu Dr. M.G.R. Medical University Government organization from taking part in Government tenders for a period of _____ years w.e.f _____

The period is over on _____ and now the firm / company is entitled to take in Government tenders.

In case, if the above information is found false, I / We are fully aware that the tender / contract will be rejected / cancelled by the Tamil Nadu Dr. M.G.R. Medical University and shall be forfeited.

In addition to the above, the Tamil Nadu Dr. M.G.R. Medical University will not be responsible to pay the bills for any partially completed work.

Signature: _____ Name: _____ Capacity in which as signed: _____
Name & Address of the firm: _____

Place:

Seal of the firm should be affixed

ANNEXURE – D

BASIC REQUIREMENT OF THE TENDERER

1. **Specify the Number of Outlets** :
- (The Tenderer should have minimum 2000 outlets in the Southern Region)

2. **Year of Establishment** :
- (Track record of the tenderer in the field having more than 20 years experience)

3. **Annual Turn Over of the Tenderer** :
- (The tenderer should have a Annual Turn Over of minimum One crore in Domestic Sector.)

4. The tenderer should have PAN No. service Tax Regn No. and other Regn. Particulars if any :

5. **Approximate distance between outlets in rural and urban areas** :

The tenderer should have an outlet within the radius of 20 K.M. in Rural area & 4 K.M. in cities.

6. **Previous Experience details & No. of years of Service** :

The tenderer should have an experience with any Government Department[despatch the parcels, articles and other consignments] and other Universities for minimum 5 years (Enclose necessary proof).

7. Particulars of own vehicles for carrying the Consignment :

8. Specify the No.of Hub centers :

9. The tenderer should specify the mechanism of customer care system :

10. Specify the No. of Access Centres & :
Collection centres (should have minimum
of 500 Access centres and 1500
collection centres)

11. **Number of documents handled per day** :
Approximately

The tenderers should have an experience of
handling incoming and outgoing documents more
than 50,000 per day (please specify the number
of documents handed per day)

12. The tenderer should give particulars for the mode :
of operation. Whether they have own fleet of
transport system of vehicles or hired transport
system

13. **Details of Special arrangement** :

The tenderer should have special messenger service
arrangement suitable for delivery to designated person.
Holiday for delivery to designated person, Holiday
delivery and Delivery on specific time.

14. **Details of working hours** :

The tenderer should have working days of 24 hours
in all seven days in a week

15. **Details of pick up service** :

AGREEMENT

(To be executed by the Successful e-Tenderer for Courier service for despatch of Tapals/Parcels/ Documents (Blood samples if any) etc., from the Tamil Nadu Dr.M.G.R. Medical University without any problem in the delivering)

We, M/S.....(Hereinafter referred to as "Contractor") 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 "The 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 One year from (_____ to _____). But in the event of any breach of agreement at any time on the part of the contractor, the contract shall be determinable by the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 upon giving seven (7) days notice to the Contractor.

2. The Contractor agrees to provide Courier Services for despatch of Tapals / Parcels / Documents (Blood samples if any) etc., from this University as shown in the Tender Document at all inclusive prices noted in Annexure of this Agreement to the Tamil Nadu Dr.M.G.R. Medical University before specified date. The price offered should not be changed on any ground.

(i) The above rates are applicable for the said destinations for a period of One year with effect from _____ to _____ on credit basis and the bill of cost shall be settled within one month from the date of receipt of the bill, along with proof of deliveries from the Contractor. No escalation in rates would be accepted under any circumstances during this contract period of One year.

(ii) The Contractor is responsible to collect the Tapals / parcels / documents from this University around (or) after 6.00 p.m. on all working days. However, in case of emergency, the Contractor will also depute their representative to collect the Tapals/documents/parcels even after 6.00 p.m. for despatch to various destinations.

(a) The Tapals should be booked in the office itself before picking and copy of the same may be handed over to the concerned Department.

(b) The agency should collect documents/parcels on all working days and on holidays if there are some urgent requirements.

(c) The Courier agency will return the undelivered parcels/letters immediately or within two weeks

(d) The Courier Agency will ensure that all the documents / parcels / letters are delivered to the recipient to whom it is meant for and in no case is delivered to anybody other than the recipient.

(e) The Courier provider should have their own website for tracking the documents.

(f) The courier service provider /contractor will furnish name and addresses with telephone/mobile number of their representative who could be called /contacted in case of any urgent work

(g) The Delivery of the document will be made on next day at Chennai.

(h) PODs will be submitted on each and every case after getting signature of the recipient, his/her name and telephone number. The Representatives of Courier Service will write the name and telephone number of the recipient themselves. The PODs should invariably bear date of delivery and the seal of consignee. Payment of courier charges will be made on the basis of PODs submitted by the contractor/courier service provider.

(i) If the consignment not delivered within stipulated time period (except on occasions like imposition of curfew or due to occurrence of natural calamities like flood etc.) and damaged of transit, the University shall impose penalty, Third party charges, if any shall also be borne by the contractor/courier service, which will be deducted from the payable amount to contractor/ courier service.

(j) In case of loss of documents, contractor/courier service provider will lodge FIR, claim insurance compensation and fulfill every formality as deemed necessary in recovering the documents and making good the loss suffered by this University.

(iii) The Contractor shall safely deliver the tapal/documents/parcels entrusted to Contractor on the following day. The Contractor will also ensure that the mails are delivered to the consignee within a shortest time. The Contractor is liable for the damages and responsible for consequences resulting in delay in delivering the letters etc., and also for non-delivering of the letters/documents/parcels in time.

(iv) The Contractor shall be wholly responsible to make good the University for any loss or damage to the mails or articles when under your custody.

(v) The Contractor's performance will be watched and if it is found unsatisfactory, the University reserves the right to terminate the contract during the period by giving one month notice.

(vi) The Contractor shall submit their bill of cost in triplicate on completion of every month supported with the proof of deliveries of tapals, documents, parcels, etc. After verification by the University for the payment will be made

(vii) The Contractor shall remit a Security Deposit of 5% of the value by means of

a demand draft drawn in favour of the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai. The deposit amount will not bear any interest. The Security Deposit shall be returned at the end of the contract without any additions. In case of non-compliance with any or all of the terms and conditions mentioned in this letter, the Security Deposit deposited with this University will be forfeited in whole.

(viii) The Contractor and agent should possess an Identity card issued by the Contractor, and shall produce on demand by the Officials/Security personnels of this University.

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

4. The services to be provided under this contract are to be of the quality and of the sort mentioned in the specification for the rate of Courier services as mentioned in Commercial Bid.

5. The services to be provided at the Tamil Nadu Dr.M.G.R. Medical University premises without any extra cost in such services contained in the Tender schedule. Any amendments to the orders in terms of services or delivery period etc., may be incorporated on a mutually agreed basis.

6. If the execution is not effected on or before the specified period, 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 may be deemed fit in the circumstances to procure the documents due to the above process by the University will be collected from the Contractor.

7. In case of failure by the contractor to deliver the tapals/documents/parcels within the period specified for delivery, the Registrar or any one duly authorized by him shall have power to take any action that may be deemed fit in the circumstances of this University.

8. Penalty will be levied at the rate specified in the Tender Document ie., 10% of the total value of the work or equal to the actual loss sustained whichever is greater, if the delivery has not been completed in full within the stipulated period. Besides, such performance may entail black listing of the Contractor.

9. The Contractor hereby agrees to get the refund of incentive, Excise Duty and proportionate Sales Tax from concerned authorities and pass it on to 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 delivering the items, failing which action will be taken to recover the balance amount from the contractor.

10. The contract or any part share of interest in it, is not to be transferred or assigned by the Contractor directly or indirectly or any person or persons whomsoever without the written consent of the Registrar, The Tamil Nadu Dr. M.G.R. Medical

University, Chennai – 600 032.

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

12. The Tender Notice along with enclosures, the detailed final offer of the Tenderer and the specification for the rate of courier service order at Annexures respectively will form part of this contract. Wherever the offer conditions stipulated in the said order, the latter shall prevail over the offer conditions furnished by the Contractor.

13. 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 Mail, 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.

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

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

16. The Contractor hereby agrees that he shall not divulge any part of the service transferred to him by the Medical University to any third parties and assures that he will take all necessary steps to prevent theft, accidental disclosure of Tapals/Parcels/Documents etc., by or to any third parties. The Contractor also undertakes that the services 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 Contractor to maintain confidentiality. It is the essence of the Contract.

17. ARBITRATION:

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

This document together with the attachments here signed by both the parties shall constitute the entire contract between the contractor and the University. The contract shall be governed in all respects by Indian Law. The foregoing terms and

conditions shall prevail notwithstanding any variations contained in the terms and conditions of any other documents submitted to the University unless variations have been specifically agreed upon mutually by the parties.

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

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

WITNESS:

1.

2.

Signature of the Proprietor
With seal of the Contractor

WITNESS:

1.

2.