



UNIVERSITY OF MADRAS

TENDER NOTIFICATION

<http://www.unom.ac.in/tenders.php>

Sealed tenders are invited by the Registrar, University of Madras under "Two Cover system" from the reputed firms for the supply of Printed Examination Answer Booklets, Accountancy Answer Booklets, Cloth-lined Covers and Catron Boxes, as detailed in the Tender Document. The Tender form and schedule containing the detailed particulars and other Tender conditions can be had from the Registrar's Secretariat, University of Madras, Chennai – 600 005, on or before 9th July 2012 at 3.00 P.M., on payment of (1) Rs.5,000/- by means of crossed Demand Draft drawn in favour of the Registrar, University of Madras, Chennai 600 005, and (2) Rs.420/- in favour of 'CTO Chennai and also E.M.D. of Rs.1,35,000/- / Rs.12,000/- / Rs.3,000/- (whichever is applicable) while submitting the Tender. The duly filled in Tender forms containing the Technical bid along with the Earnest Money Deposit and Commercial Bid should reach the Registrar, University of Madras, Chennai – 600 005, on or before 10th July 2012 upto 03.00 P.M.

G-2(B)/APB/2012-2013/No.

REGISTRAR I/C.

Size: 5cm x 8cm



சென்னைப் பல்கலைக்கழகம் ஒப்பந்தப் புள்ளி அறிக்கை www.unom.ac.in/tenders

சென்னைப் பல்கலைக்கழகத்திற்கு A4 அளவில் அச்சிடப்பட்டத் தேர்வு விடைத்தாள்கள், தேர்வு கணக்கு பதிவியல் விடைத்தாள்கள், துணி ஒட்டிய உரைகள் மற்றும் அட்டைப் பெட்டிகள் வழங்குவதற்கு, தகுதிவாய்ந்த தொழில் நிறுவனங்களிடமிருந்து, மூடி முத்திரையிடப்பட்ட விண்ணப்பங்கள், சென்னைப் பல்கலைக்கழக பதிவாளர் அவர்களால் வரவேற்கப்படுகின்றன, இதன் விவரங்கள் ஒப்பந்தப்புள்ளி கோரும் விண்ணப்பத்தில் இடம் பெற்றுள்ளன.

இதற்கு விண்ணப்பிக்க விரும்புவோர் “பதிவாளர், சென்னைப் பல்கலைக்கழகம், சென்னை – 600 005, என்ற முகவரிக்கு ரூ 5,000/- க்கான (ரூபாய் ஐந்து ஆயிரம் மட்டும்) கேட்பு வரைவோலையும் (Demand Draft), மற்றும் வணிக வரித்துறை அதிகாரி (C.T.O. TDS Circle), சென்னை – 600 006, என்ற முகவரிக்கு ரூ420/- (ரூபாய் நானூற்று இருபது மட்டும்) கேட்பு வரைவோலையும் எடுத்து, 09.07.2012 அன்று 3.00 மணி வரை பதிவாளர் அலுவலகத்தில் செலுத்திப் பெற்றுக்கொள்ளலாம். பூர்த்தி செய்யப்பட்ட ஒப்பந்தப்புள்ளி சமர்ப்பிக்கும் போது, முன்வைப்புத் தொகையாக ரூ1,35,000/- / ரூ12,000/- / ரூ3,000/- (பொருந்தியதைச் செலுத்தவும்) பதிவாளர், சென்னைப் பல்கலைக்கழகம், என்ற முகவரிக்கு கேட்பு வரைவோலை மூலம் செலுத்தவேண்டும். ஒப்பந்தப்புள்ளி விண்ணப்பம் முழுமையாக பூர்த்தி செய்யப்பட்டு, முன்வைப்புத் தொகையுடன், பதிவாளர், சென்னைப் பல்கலைக்கழகம், சென்னை-60005, அவர்களிடம் 10.07.2012 அன்று மாலை 03.00 மணிக்குள் சமர்ப்பிக்க வேண்டும்.

ஒப்பந்தப்புள்ளி விவரங்கள் அடங்கிய விண்ணப்பம் மேலே குறிப்பிட்ட இணையதள முகவரி மூலம் உரிய தொகையுடன் பெற்றுக்கொள்ளலாம்

பதிவாளர் (பொறுப்பு)

ஐ° 2 (பி) /வி.பே/ 2012 -2013/ விளம்பரம் / எண்.

Size: 5cm x 2 col.



UNIVERSITY OF MADRAS

சென்னைப் பல்கலைக்கழகம்

[Accredited with Five Star Status]



Ref. No. G-2 (B)/ FT/Pur. AP/AAP/CB/CC /2012-13.

Date:

TENDER NOTIFICATION

1.	Tender Inviting Officer / Authority Designation and Address	The Registrar, University of Madras, Chepauk, Chennai – 600 005.
2.	a). Name of the work b). Place of Execution	Printed Answer Booklets, Accountancy Answer Booklets, Carton Boxes and Cloth-lined Covers. G – Section, University of Madras
3.	a). Tender Documents available Place b). Cost & Due date for obtaining tender	Registrar's Secretariat, University of Madras, Chennai – 5, Rs.5,000/- by way of DD in favour of The Registrar, University of Madras, and Rs.420/- in favour of C.T.O. Chennai. 9 th July 2012 at 3.00 pm
4.	Earnest Money Deposit	1. Rs. 1,35,000 for Printed Answer Booklets & Accountancy Booklets. 2. Rs. 3,000/- for Carton Boxes 3. Rs. 12,000/- for Cloth lined Covers by the way of DD drawn in favour of The Registrar, University of Madras
5.	Due date, time & Place for submission of Tender	10 th July 2012 at 3.00 p.m. Registrar's Secretariat, University of Madras, Chepauk, Chennai – 5.
6.	Place, date & Time of Tender opening	Registrar's Secretariat, University of Madras, Chepauk, Chennai – 5. 10 th July 2012 at 4.00 p.m.
7.	Any other important criteria prescribed by the Tender inviting Authority	Subject to Terms & Conditions of Tender REGISTRAR in-charge

TENDER DOCUMENT
UNIVERSITY OF MADRAS
CHENNAI – 600 005.

Terms and conditions, for the supply of 25,00,000 Nos. of Printed Examination Answer Booklets, 2,00,000 Nos. Accountancy Booklets / 10,000 Nos. of Carton Boxes / 2,80,000 Nos. of Cloth-lined Covers to the University of Madras, Chennai – 600 005, as per Guidelines of Government of Tamil Nadu Tender Transparency Act,

1. DUE DATE AND TIME

Sealed Tenders are invited under **Two-cover system** by the Registrar, University of Madras from the reputed manufacturers for the supply of Printed Examination Answer Booklets, Accountancy Booklets, Carton Boxes and Cloth-lined Covers, as per specifications indicated in the Commercial bid. The duly filled in Tender forms containing the Technical Bid and Commercial Bid should reach this office on or before 3.00 pm on 10th July 2012. Tenders received after due date and time will be summarily rejected

EMD amounts as detailed below should be enclosed with the Technical Bid only.

- | | |
|--------------------------------------|-----------------------|
| 1. Printed examination papers | Rs. 1,35,000/- |
| 2. Cloth – lined covers | Rs. 12,000/- |
| 3. Carton Boxes | Rs. 3,000/- |

2. MODE OF DESPATCH

Tenders should be addressed to the Registrar, University of Madras, Chennai – 600 005, by designation and should be only in sealed covers by Registered Post with Acknowledgement due or in person. Tenders received in ordinary covers without seal will not be considered.

3. SUPERSSCRIPTION

The Tender should be sealed and superscribed as Tender for supply of Printed Examination Answer Booklets & Accountancy Booklets / Carton Boxes / Cloth-lined Covers, Chepauk Campus, Chennai – 600 005. The Tender document relating to the “Technical Bid” duly filled in and signed must be put in sealed cover superscribed as “**Technical Bid**”. The Tender document relating to the Commercial Bid must be duly filled in and signed and must be put in a sealed cover separately, superscribed as “**Commercial Bid**”. The sealed Tender cover containing the Technical Bid (with EMD) and Commercial Bid should be sent to the Registrar, University of Madras, Chennai – 5. Covers received without such superscription will be summarily rejected.

4. EARNEST MONEY DEPOSIT

Each Tender should be accompanied by Earnest Money Deposit of Rs.1,35,000 for supply of Printed Examination Answer Booklets & Accountancy Booklets / Rs. 3,000/- for Carton Boxes / Rs.12,000/- for Cloth-lined Covers by Demand Draft drawn in favour of the Registrar, University of Madras. The Earnest Money Deposit of unsuccessful tenderers will be returned after the acceptance of the successful tender, at the expenses of the Tenderers within a reasonable time consistent with the rules and regulation on this behalf. The above **EARNEST MONEY DEPOSIT** amount held by the University till it is returned to the Tenderers would not earn any interest therefore. Earnest Money Deposit of the successful Tenderer will be adjusted towards security deposit and will be returned only after the successful completion of the warranty period.

5. ELIGIBILITY CRITERIA

The bidders must fulfil 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 vendors who qualify in the Technical bid. For those vendors who are not qualified in the Technical Bid, the Commercial bids will not be considered. The bidders should have at least 5 years experience and focus in the related business, as on 31.03.2012 and a minimum average annual turnover of Rs. 4,00,00,000/- should have been made out in the field of Printing business, for bidding for Supply of Answer Booklets, Rs. 10,00,000/- in the manufacturing of Carton Boxes / Rs. 20,00,000/- for Cloth lined Covers, in the last three years. The Tenderer should submit the latest Income Tax and Commercial Tax Clearance certificates. Only registered printing presses under Industries Act are permitted to quote against the requirements. **Tenderer from dealers or other agencies are not accepted.**

6. DETAILS TO BE FURNISHED AND MODE OF PRESENTATION:

- a. The Tenders should contain particulars like name and addresses of the Tenderers, net rate including excise duty, surcharge, sales tax, freight, octroi, insurance for delivery, and such other levies that may be applicable.
- b. The rates should be kept firm for one hundred twenty days from the date of the opening of the Tenders for acceptance.
- c. The rate should be quoted for each item with specification if applicable and should be indicated clearly both in words and figures. Any scoring or overwriting should be attested by the Tenderer with full signature. The rate quoted should be firm and should not be subject to any variation clauses.

- d. The University shall not pay any increase in duties, taxes and surcharges on account of any revision by the Government at the time of supply.
- e. Supply of the **Printed Examination Answer Booklets, Accountancy Booklets, Carton Boxes and Cloth-lined Covers** shall be as per the specifications mentioned in the Annexure II and according to the delivery schedule.

7. OPENING OF TENDERS:

The tenders received upto 3.00 p.m. on 10th July 2012 will be opened by the Registrar, or any other officer authorized by him on his behalf at 4.00 p.m. on 10th July 2012 in the presence of those Tenderers or their representatives who may be present at the time of opening. The representatives of the Tendering firms who are attending the opening of the Tenders should bring a letter of authority from the Tendering firms which they represent to identify their bonafide.

8. AGREEMENT:

- a. The successful tenderer should execute an agreement for the fulfillment of the contract in the stamp paper in the model form enclosed in Appendix- III within seven days from the date of acceptance of the tender.
- b. The expenses incidental to the execution of agreement shall be borne by the successful Tenderer.
- c. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the University and recovery of any consequential loss from the successful Tenderer.

9. TIME FOR SUPPLY:

The successful tenderer shall supply items ordered within three weeks from date of the purchase order.

10. FORFEITURE OF EARNEST MONEY DEPOSIT:

If the successful Tenderer fails to abide by the tender conditions or withdraws after his tender has been accepted, his Earnest Money Deposit will be forfeited.

The successful Tenderer shall not assign or make over the contract, the benefit of burden thereof to any other person or persons or body corporate. He shall not underlet or sublet to any person(s) or body corporate for executing the contract or any part thereof.

11. ACCEPTANCE AND WITHDRAWALS:-

- a). The final acceptance of the tender is entirely vested with University which reserves the right to accept or reject any or all the tender without assigning any reason whatsoever. There is no obligation on the part of the University to communicate with rejected Tenderers. After acceptance of the tender by the University, the Tenderer shall have no right to withdraw his Tender or claim higher price.
- b). Tenders with incomplete informations will be summarily rejected.

12. GENERAL:-

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

I /We _____ have gone through the terms and conditions and will abide by them as laid down above.

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL

ANNEXURE - I
UNIVERSITY OF MADRAS
Chennai 600 005.
TECHNICAL BID

Tender Schedule for the Supply of Printed Examination Answer Booklets & Accountancy Booklets / Carton Boxes / Cloth-lined Covers University of Madras, Chennai – 5.

Profile of the Company:

The Company should provide the following details:-

1. Name of the Organisation :
2. Nature of the Organisation
(Govt. / Public / Private / Partnership/
Proprietorship) :
3. (a) Address of the Registered Office of the
firm with Phone Number, Fax and E-mail. :
- (b) Year of Establishment :
4. Name of the Contact Person :
5. Telephone No. / Cell No. :
6. Annual turnover for the previous three years
(Xerox copy of the I.T. Clearance Certificate enclosed) :
7. Income Tax Account No. PAN / TAN No. :
8. Location of the factory with address :
9. Names of the Government Agencies /
Educational Institutions to whom similar Item
have been supplied in the preceding One year :
10. Total experience in related areas :

11. Names of the Principal suppliers your Company supports :

12. Names of the organization / Companies with whom you have collaboration in related area :

13 Name of the organization / companies with whom you have collaboration :

14. Is your Company an original manufacturer/ Dealer and related items? If yes, state the specific items you Manufacture :

15. State the minimum of time required to supply the items if your company / Organization gets the order :

16. Specimen copy of the
a. Printed Answer Booklets
b. Printed Accountancy Booklets :
c. Carton Boxes
d. Cloth Line Covers
(As per Specifications)

17. List of infrastructure at the Firm :

18. Details of Ink used for printing :

19. EMD PAYMENT PARTICULARS
(1) Number of Demand Drafts enclosed.
(2) Demand draft particulars.

The DD should be enclosed in the Technical Bid only

Sl.No.	DD No. & Date	Name of the Bank	Amount (Rs.)	Total
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Specifications:

- I. THEORY ANSWER BOOKLETS [210 X 291 mm]
1. A-4 size / A-4 cover page GSM – 100 – 27 lines each page.
 2. 44 Pages [1-2 for Evaluation and Instructions]
[3-4 for Graphs (2 Graphs in one page i.e., bifurcating by thick line)]
[5-42 for Writing Answers]
[43- - Rough Work]
[44 – for Reevaluation]
 3. 60 GSM – Maplitho Paper – ‘A’ grade
As per IS:1848 (Writing and Printing Papers-Specifications) for 60 GSM Maplitho Paper following shall be included:
 - 1) Grammage (g/m^2)
 - 2) Tensile Index ($\text{N. m}^2/\text{g}$) - Min. MD: 30.00
CD : 20.00
 - 3) Cobb Value (g/m^2) (1 Minute) - Max. : 22.00
 4. Brightness above 70% ruled in pages 5-42
 - 1) Brightness (%) – Plain Paper before Ruled- Min. : 75.00
 - 2) pH - - Min. : 5.00
 5. Machine stitching in centre
 6. Perforation : Front Page left vertical [1]
Middle Horizontal [1]
Last Page Right Vertical [1]
Middle Horizontal [1]
 7. Each Carton Box should contain 300 Answer Booklets which are packed in 3 plastic covers containing 100 answer booklets in each plastic cover.
 8. Answer booklet serial number should printed in Front Page Top Right Corner.
 9. University Logo at the back ground and micro line margin
 10. Page numbering on the top middle of all the pages continuously.
- II. ACCOUNTANCY ANSWER BOOKLETS [210 X 291 mm]
1. A-4 size / A-4 cover page GSM – 100 – 32 lines each page.
 2. 44 Pages [1-2 for Evaluation and Instructions]
[3-42 for writing answers in Accountancy Format]
[43- - Rough Work]
[44 – for Reevaluation]
 3. 60 GSM – maplitho paper – ‘A’ grade
As per IS:1848 (Writing and Printing Papers-Specifications) for 60 GSM Maplitho Paper following shall be included:
 - 1) Grammage (g/m^2)
 - 2) Tensile Index ($\text{N. m}^2/\text{g}$) - Min. MD : 30.00
CD : 20.00
 - 3) Cobb Value (g/m^2) (1 Minute) - Max. : 22.00
 4. Brightness above 70% ruled in pages 3-42
 - 1) Brightness (%) – Plain Paper before Ruled- Min. : 75.00
 - 2) pH - - Min. : 5.00
 5. Machine stitching in centre
 6. Perforation : Front Page left vertical [1]
Middle Horizontal [1]
Last Page Right Vertical [1]
Middle Horizontal [1]
 7. Each Carton Box should contain 300 Answer Booklets which are packed in 3 plastic covers containing 100 answer booklets in each plastic cover.
 8. Answer booklet serial number should be printed in Front Page Top Right Corner.
 9. University Logo at the back ground and micro line margin
 10. Page numbering on the top middle of all the pages continuously.

III CARTON BOXES FOR THE DELIVERY OF ANSWER SCRIPTS TO VALUATION CAMPS

Box made out of 130 GSM 15 BF Kraft Paper, Box Size : 20" X 13" X 15" – 5 Ply.

Dimension (OD) - 20" X 13" X 15"

Number of Ply - 5 Ply

Bursting Strength (kg/cm²) - Min. : 7.00

Cobb Value (g/m²) (30 Minutes) - Max. : 155.00

IV CLOTH-LINED COVER

Pre-Printed Cloth Lined Answer Paper Covers with University Emblem (Logo) and Serial number on the cover which is (38 x 28cms with 9cms. Flap) 32Kgs ribbed kraft brown paper made of Gada cloth.

I hereby declare that the above particulars mentioned are true to the best of my knowledge.

Place

Date

SIGNATURE OF THE TENDERER

Cell No.

Phone No.

ANNEXURE - II
UNIVERSITY OF MADRAS
Chennai 600 005.
COMMERCIAL BID

Tender Schedule for the Supply of 25,00,000 Nos. of Printed Examination Answer Booklets, 2,00,000 Nos. of Accountancy Booklets / 10,000 Nos. of Carton Boxes / 2,80,000 Nos. of Cloth-lined Covers University of Madras, Chennai – 600 005.

Item with Specification	Qty	Rate [inclusive of Taxes]	Total
<p>I THEORY ANSWER BOOKLETS [210 X 291 mm]</p> <p>1 A-4 size / A-4 cover page GSM – 100 – 27 lines each page.</p> <p>2 44 Pages [1-2 for Evaluation and Instructions] [3-4 for Graphs (2 Graphs in one page i.e., bifurcating by thick line)] [5-42 for Writing Answers] [43- - Rough Work] [44 – for Revaluation]</p> <p>3 60 GSM – Maplitho Paper – ‘A’ grade As per IS:1848 (Writing and Printing Papers- Specifications) for 60 GSM Maplitho Paper following shall be included:</p> <p>1 Grammage (g/m²)</p> <p>2 Tensile Index (N. m²/g) - Min. MD: 30.00 CD : 20.00</p> <p>3 Cobb Value (g/m²) (1 Minute) - Max. : 22.00</p> <p>4 Brightness above 70% ruled in pages 5-42</p> <p>1 Brightness (%) – Plain Paper before Ruled- Min. : 75.00</p> <p>2 pH - Min. : 5.00</p> <p>5 Machine stitching in centre</p> <p>6 Perforation : Front Page left vertical [1] Middle Horizontal [1] Last Page Right Vertical [1] Middle Horizontal [1]</p> <p>7 Each Carton Box should contain 300 Answer Booklets which are packed in 3 plastic covers containing 100 answer booklets in each plastic cover.</p> <p>8 Answer booklet serial number should printed in Front Page Top Right Corner.</p> <p>9 University Logo at the back ground and micro line margin</p> <p>10 Page numbering on the top middle of all the pages continuously.</p>			

II. ACCOUNTANCY ANSWER BOOKLETS [210 X 291 mm]		
<p>1 A-4 size / A-4 cover page GSM – 100 – 32 lines each page.</p> <p>2 44 Pages [1-2 for Evaluation and Instructions] [3-42 for writing answers in Accountancy Format] [43- - Rough Work] [44 – for Revaluation]</p> <p>3 60 GSM – maplitho paper – ‘A’ grade As per IS:1848 (Writing and Printing Papers- Specifications) for 60 GSM Maplitho Paper following shall be included:</p> <p>1 Grammage (g/m²)</p> <p>2 Tensile Index (N. m²/g) - Min. MD : 30.00 CD : 20.00</p> <p>3 Cobb Value (g/m²) (1 Minute) - Max. : 22.00</p> <p>4 Brightness above 70% ruled in pages 3-42</p> <p>1 Brightness (%) – Plain Paper before Ruled- Min. : 75.00</p> <p>2 pH - Min. : 5.00</p> <p>5 Machine stitching in centre</p> <p>6 Perforation : Front Page left vertical [1] Middle Horizontal [1] Last Page Right Vertical [1] Middle Horizontal [1]</p> <p>7 Each Carton Box should contain 300 Answer Booklets which are packed in 3 plastic covers containing 100 answer booklets in each plastic cover.</p> <p>8 Answer booklet serial number should be printed in Front Page Top Right Corner.</p> <p>9 University Logo at the back ground and micro line margin</p> <p>10 Page numbering on the top middle of all the pages continuously.</p>		

<p><u>III. CARTON BOXES FOR THE DELIVERY OF ANSWER SCRIPTS TO VALUATION CAMPS</u></p> <p>Box made out of 130 GSM 15 BF Kraft Paper, Box Size : 20" X 13" X 15" – 5 Ply. Dimension (OD) - 20" X 13" X 15" Number of Ply - 5 Ply Bursting Strength (kg/cm²) - Min. : 7.00 Cobb Value (g/m²) (30 Minutes) - Max. : 155.00</p>			
<p><u>IV. CLOTH-LINED COVER</u></p> <p>Pre-Printed Cloth Lined Answer Paper Covers with University Emblem (Logo) and Serial number on the cover which is (38 x 28cms with 9cms. Flap) 32Kgs ribbed kraft brown paper made of Gada cloth.</p>			

ANNEXURE - III

[To be executed by the Firms for the supply of Printed Examinations Answer Booklets & Accountancy Booklets / Carton Boxes / Cloth-lined Covers]

We, M/s [hereinafter referred to as “Supplier”] hereby contract and agree on the acceptance of our Tender by University of Madras [hereinafter referred to as “Purchaser”] 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 specified in the purchase order as Annexure – II.

CONDITIONS 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 for 12 Months. But in the event of any breach of agreement at any time on the part of the supplier, the contract shall be determinable by the Purchaser without compensation to the Supplier. The contract may also be put to an end at any time by the Purchaser upon giving seven days notice to the supplier.
2. The Supplier agrees to supply, as detailed in the Commercial bid after carrying out successfully all the tests prescribed by the Purchaser at all inclusive price of Rs.____/- before the specified date. The price offered is firm and is not subject to enhancement on any ground
3. The price of the Answer Booklets & Accountancy Booklets / Carton Boxes / Cloth-lined Covers as detailed at Annexure includes excise duty, surcharges, sales tax, freight, octroi, insurance and such other levies that may be applicable.
4. The Printed Answer Booklets / Carton Boxes / Cloth-lined Covers to be supplied under this contract are to be of the quality and of the sort mentioned in the purchase order at Commercial Bid
5. The Printed Answer Booklets / Carton Boxes / Cloth-lined Covers are to be delivered to the Purchaser without any extra cost in such quantities or numbers contained in the purchase order enclosed as commercial bid 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. Rejected Printed answer Booklets / Carton Boxes / Cloth-lined Covers shall be removed by and at the expenses of the supplier within 10 days after notice has been given to him to the rejection. If not removed, the University may cause the goods to be remained and charge the supplier with all expenses incurred for such removal.
7. The Contract shall guarantee the quality of the Printed Answer Booklets / Carton Boxes / Cloth-lined Covers supplied and satisfactory operation for a period of not less than two years
8. If the supply is not effected before three weeks from the date of the purchase order, the purchaser shall have the authority to cancel the order or to take any such action that will be deemed fit in the circumstances.

9. In case of failure by the supplier to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials delivered by them not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice in duplicate the Registrar or any one duly authorized by him shall have power to reject any such goods or materials so rejected or not delivered unless the Supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the Purchaser over the contract price together with all charges and expenses, attending the purchase shall be recoverable by the Purchaser.
10. Penalty will be levied at the rate of one percent per week on the total contract price if the delivery has not been completed in full within the stipulated period, subject to force majeure conditions in force. Besides, such performance may entail black listing of the supplier.
11. All costs, damages or expenses which the University may have paid for which the contractor is liable may be deducted by the Registrar, University of Madras from and out of any money due or becoming due to the contractor under the tenders.
12. The cost of the Printed Answer Booklets and other items will be paid on and handing over of the last consignment after testing and fulfilling the technical specifications. The testing that should be carried out by the supplier and also by the University.
 - A] 90% of the total cost of Printed Answer Booklets / Carton Boxes / Cloth-lined covers will be paid on handing over of the same after testing all the technical specifications and certified by the authorities concerned for releasing payment.
 - B] The balance 10% will be retained as performance guarantee and will be paid after the successful completion of the 100% usage, Alternatively if the supplier gives irrevocable Bank guarantee in lieu of the balance 10% the University shall reserve the Rights to accept the same. The remittance of the Security Deposit cannot be claimed for exemption of 10% retention while making payment, in any circumstances.
13. The Supplier hereby agrees to get the refund of incentive, excise duty and proportionate Sales Tax from concerned authorities and pass it on to the Purchaser, if the Government or any other agency reduces the Excise Duty or Sales Tax or gives incentive of any type retrospectively after supplying the Printed Answer Booklets and other items, failing which action will be taken to recover the balance amount from the Supplier under the revenue recovery act or any other relevant act.
14. The contract or any part thereof interest in it, is not to be transferred or assigned by the suppliers directly or indirectly to any person whomsoever without the written consent of the Purchaser.
15. Neither the Buyer nor the Seller 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 limited to declared, or undeclared, priorities and quarantine restrictions.

16. 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 receipt requested in the case of the supplier respective addresses and self forth above or with other addresses and to the attention 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.
17. Any notice to the Supplier shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.
18. In case of any dispute the matter will be referred to an Arbitrator under Arbitration and Conciliation Act 1996” The arbitration shall be held in Chennai only and the court at Chennai only shall have jurisdiction in relation thereto.
19. The Supplier agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the supplier shall pay as penalty an amount equivalent to 10 (ten) percent of total value of contract or an amount equal to the actual loss incurred by the University.
20. Upon the complete fulfillment of this contract by the Contractor to the satisfaction of the University of any duly authorized by them the EMD of Rs.1,35,000/- for Printed Answer Booklets / Rs. 3,000/- for Carton Boxes / Rs. 12,000/- for Cloth lined covers, so deposited as security by the supplier shall be returned to him less the amount if any due by the supplier to the University.
21. The University shall have the power to make any changes in the terms and conditions without consultation with the firm (Tenderer).

For and on behalf of

PURCHASER

SUPPLIER

WITNESSES :

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