

**TENDER CONDITIONS AND PROCEDURE TO BE
ABIDED BY THE TENDERERS**

1. INTRODUCTION:

1.1. This tender is for finalizing Annual Rate Contract for the work of **Graining and Re-coating of P.S Plates**, for the Year 2018-2019 in Annamalai University Press, Directorate of Distance Education, Annamalai University at Annamalainagar, Chidambaram, Tamil Nadu, India.

1.2. The details of the Plates to be grained & re-coated are given Schedule **A**.

1.3. Applicability of Tamil Nadu Transparency in Tenders Act and Rules: This tender will be governed by the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 as amended from time to time.

2. ELIGIBILITY CRITERIA:

2.1. A tenderer will be eligible for tendering only if he satisfies the eligibility criteria as given below:

- a) A tenderer should be a work of the Graining and Re-coating of P.S Plates listed in Schedule **A** (Documentary evidence to be furnished).
- b) The tenderer should have Registration under TNVAT and / Service Tax or GST (Copy of Registration certificate should be enclosed).
- c) The tenderer should be a Income Tax assessee (Return for the year 2017-2018 should be enclosed).

2.2. The tenderer should not have been blacklisted or debarred from participating in tenders by any Central / State Government agencies

or autonomous bodies or Universities/ Institutions (An undertaking to this effect should be furnished)

2.3. Employees of Annamalai University and their family members are not eligible to participate in the tender. For this purpose family includes spouses and children.

3. GENERAL INSTRUCTIONS:

3.1. The tenderers are requested to go through the instructions, terms and conditions and specifications given in the tender. Failure to furnish all required information in every aspect will be at the tenderer's risk and may result in the rejection of the tender.

For any queries tenderer may contact **Registrar, Annamalai University, Annamalainagar, Chidambaram – 608 002. Tamil Nadu, INDIA.**

3.2. Clarification on the tender

A prospective tenderer requiring any clarification on the tender may request the **Office of the Registrar, Annamalai University** by a letter or by fax. Registrar, Annamalai University will respond in writing to any request for clarification in the tender.

3.3. Amendments to the Tender

- i. Tender Inviting Authority may amend the tender wherever it is felt that such an amendment is absolutely necessary.
- ii. Amendment to tender may also be given in response to clarifications by prospective tenderers and it is solely the discretion of the Tender Inviting Authority. Any amendment to the tender will be uploaded on the website **<http://www.annamalaiuniversity.ac.in>**. **It is the responsibility of the tenderer to verify the amendments if any and get the amended documents before the submission of the tender provided no such change could**

be effected 48 hours prior to the time fixed for opening of the tender.

3.4. The Tender document is not transferable under any circumstances.

4. EARNEST MONEY DEPOSIT (EMD):

4.1. The tenderer should furnish **Rs.20,000/-** as **Earnest Money Deposit (EMD)** along with the tender by way of Demand Draft/Bankers cheque obtained from any Nationalized/ Scheduled Bank and drawn in favour of **"The Registrar, Annamalai University"** payable at **Annamalainagar or Chidambaram**.

4.2. Any tender without the EMD will be considered as NON-RESPONSIVE and will be SUMMARILY REJECTED.

4.3. The Tender Inviting Authority will arrange to refund the Earnest Money Deposit to the unsuccessful tenderers after publishing the list of successful tenderers, within a reasonable time.

5. PERFORMANCE SECURITY DEPOSIT:

For Successful tenderer, EMD will be converted to Security Deposit and will be retained with Annamalai University till the expiry/termination of rate contract without interest.

6. SUBMISSION OF TENDER:

6.1. Due Date for Tender Submission

- i. The tender document duly filled in, signed on all pages shall be submitted in sealed cover to **the Registrar, Annamalai University at his office up to 3.00 PM on . . .2018** as per the procedure laid down herein. The tender can be submitted on all working days up to the above closing date. In the event of this day being declared as a holiday, the tenders can be submitted up to 3.00 P.M. on the following working day.
- ii. The tender inviting authority will not be held responsible for any delay in the receipt of the Bank Draft or any delay in the receipt of the document

by the tenderer including loss of the document in transit or delay in obtaining any document / certificate or on any other account. No extension of the date and time for the submission of the documents will be given for any such delay.

- iii. The tender inviting authority may extend the due date for submission of tender by issuing an amendment in which case all the rights and obligations of the Tender Inviting Authority and the Tenderers previously subject to the original due date for submission will then be subject to the new date for submission.
- iv. **Any tender received** by the Tender Inviting Authority **after the due date and time will not be considered and will be returned to the tenderer.**

6.2. Procedure for Submission of Tender

- i. Tenderers are advised to go through the tender documents and understand all the provisions and stipulations contained therein before submitting the tender.
- ii. The tender shall be submitted as per the procedures and requirements stipulated herein.
- iii. Tender submitted by telex, cable or fax will not be accepted and will be summarily rejected.
- iv. The Price bid should be neatly typed. Hand written offers will be rejected. Any other deviation in the offer shall lead to rejection.
- v. *The purchaser shall not be responsible for any postal delay in receipt of the offer. Any bid received by the Purchaser which does not fulfill the desired terms and conditions shall be rejected outrightly and no communication in this regard shall be sent. Delayed/Late bids will not be accepted, at any circumstances.*

vi. This Tender is based on two cover system is Technical bid and Price bid. Therefore the tender shall be submitted in two parts cover A and cover B. Each part shall be placed in an independent filed envelope and each part shall be subscribed as follows,

Cover A - TECHNICAL BID

Cover B - PRICE BID

Both the Covers A and B shall be placed inside an outer cover and shall be Subscribed as follows,

“TENDER FOR THE WORK OF GRAINING AND RE-COATING OF P.S PLATES”

vii). The sealed tender envelope shall be addressed to

**The Registrar,
Annamalai University,
Annamalainagar,
Chidambaram-608 002, Tamil Nadu, India.**

viii). The Tender envelope shall carry the name and address of the Tenderer prominently with Phone No. / email ID / and FAX No.

IX). The Technical bid (cover A) shall contain the following as per the sequence indicated below.

1. Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty thousand only) as per Tender documents.
2. Application form as per Appendix-I.
3. Documentary evidence for payment of Income Tax(latest income tax return should be furnished).
4. Letter of Tender as per Appendix-II.
5. Documentary evidence of Registration with Tamil Nadu Government TIN Number.
6. GST Number.

X). The Price bid Cover B shall contains the price bid as per the format given in Appendix-III.

6.3. Signing of the Tender

The tender shall be signed on all pages by a person or persons duly authorized to sign on behalf of the Tenderer. The tenderer shall enclose a certified copy of the power of attorney authorizing the signatory or signatories to sign the tender document. This certification shall be from the Managing Director or the Legal Manager of the firm.

The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Authority, or as necessary to correct errors made by the tenderer, in which case such corrections shall be signed by the person or persons signing the tender.

All the pages in the tender document should be signed by the tenderer, after filling the prices in figures & words.

7. GENERAL TERMS AND CONDITIONS:

The Tenderer should bring 5 No's of plates in each size, in their own cost for demonstration in U.Press Offset Printing Machine. The Tender will be accepted only on the basis of quality Printing.

7.1. Period of the Contract:

The Annual Rate Contract (ARC) will be **valid for one year** from the date of award of contract.

7.2. Delivery Schedule:

- i. Re-Coated Plates should be door delivered at Annamalai University Press, Directorate of Distance Education, Annamalai University, Annamalainagar, Chidambaram, Tamil Nadu.
- ii. Delivery must be made within a period of 15-20 days from the date of order either directly or through their dealer network

unless otherwise specified.

- iii. If the supplier fails to deliver the stores within the allotted delivery period as specified above, the Purchaser may procure goods or services similar to those un-delivered upon such terms and in such manner as it deems appropriate from any other firm at the risk and cost of the supplier.
- iv. **Part supply is normally not acceptable**, but may be allowed on genuine cases, on written request only.

7.3. Payment Terms:

- i. Payment will be made within 45 days from the date of delivery and acceptance by concerned Department/ Section.
- ii. ***Payment shall be made by Cheque or such other mode/*** electronic fund transfer offered by the Bank.

7.4. Loss, Damage & shortage:

Annamalai University shall not be responsible for any loss, damages and shortage during transit. Payment shall be made for materials received in good condition only.

The supplier has to agree that, if any re-coated plates are found inferior in quality, the same has to be replaced without any cost along with a penalty of an amount equal to 10 (ten) percent of the total value of the contract or an amount equal to the actual loss incurred by the University, whichever is greater.

7.5. General :

- i. Rate Contract can be terminated at any time by giving one month's notice by either party.
- ii. The material so supplied will have to be of high quality & grade and in the event if materials are found to be of inferior quality, the supplier is liable to be suspended and banned from doing business in Annamalai University.

- iii. Annamalai University reserves the right to reject, partially or wholly the tenders received, without assigning any reason.
- iv. Mere submission of tender/ proposal does not imply acceptance of the offer and the firms will be enlisted only after acceptance of the tender by the Tender Accepting Authority.
- v. The decision of the Tender Inviting Authority/Tender Accepting Authority shall be final and binding on the parties.
- vi. Printed terms and conditions of the applicant on their quotation Form/ Literature/ Letter etc. if any, will not be binding on us.
- vii. Approving a tenderer under this Annual Rate Contract does not ensure any right to supply any quantum. Supplies should be effected only on the basis of the purchase order issued from time to time.
- viii. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

7.6. Acceptance / Rejection:

The Tender Accepting Authority reserves the right to accept a tender in part or in full or to reject all tenders or any of the tenders received, for non-compliance of any of the above items, conditions or instructions or for any other reason without assigning any reason thereof.

8. TENDER OPENING CONDITIONS:

8.1. Tender Opening:

- i. Tender will be opened in the presence of the tenderers or their authorized representative who choose to be present and the tender scrutiny committee at **4.00 P.M. on . .2018**. The representative of tenderer who attend the tender opening must produce their **identification proof** and **authorization letter** from the companies / tenderer.
- ii. In the event of the specified date of Tender opening being declared a holiday, the tenders will be opened at the same time on the next working day.

- iii. On opening the tender, the details such as name of the tenderer, address, EMD details, etc., will be read out.
- iv. Tenders found without the EMD or with an invalid EMD or insufficient EMD, will be summarily rejected. Unopened tenders will be returned to such tenderers.
- v. On verifying the EMD, further evaluation will be taken up.

8.2. Evaluation of Tender:

The tender will be evaluated in accordance to Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000.

- i) The documents furnished by the tender will be evaluated and any tender not fulfilling the eligibility criteria will be rejected.
- ii) The tender will be evaluated based on the prices inclusive of all taxes, freight and insurance etc. offered by the tenders for graining and re-coating of plates.
- iii) The tender who has bid the lowest evaluated price will be determined considering the following factors: -
 - a) the quoted price shall be corrected for arithmetical errors;
 - b) in cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered;

8.3. Process to be Confidential:

- i. Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced.

- ii. **Any effort by a tenderer to influence the tender accepting authority, scrutiny / evaluation committee or its members in the processing of tenders or award decisions may result in the rejection of his tender.**

9. AWARD OF TENDER:

9.1. The award of the tender shall be made strictly in accordance with the "Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and no deviation will be made.

9.2. The Tender Accepting Authority has the right to accept any tender and to reject any or all tenders without assigning any reason thereof.

9.3. Notwithstanding anything that is said herein, the Tender Accepting Authority reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of tender, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers on the grounds for the tender accepting authority's action.

10. NOTIFICATION OF AWARD:

10.1. The tenderer whose tender has been accepted will be notified by the Tender Accepting Authority, in writing.

10.2. Upon furnishing the security deposit by the successful tenderer or tenderers and upon signing the Agreement (Appendix-IV), the EMD will be returned to the unsuccessful tenderer within a reasonable time period.

11. SECURITY DEPOSIT:

In case of the Tenderers short listed for empanelling under this Annual Rate Contract the EMD amount paid by them will be retained by the Tender Inviting Authority and will be treated as Security Deposit.

12. DISPUTES AND JURISDICTION:

Any legal disputes arising out of any breach of contract pertaining to this tender process shall be settled in the court of competent jurisdiction located within the **town of Chidambaram** in Tamil Nadu.

13. ACKNOWLEDGEMENT:

It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

Date:

Signature of Tenderer

Place:

Official seal and address

APPENDIX – I

**APPLICATION FORM FOR ANNUAL RATE CONTRACT FOR THE WORK OF
“GRAINING AND RE-COATING OF P.S PLATES” TO ANNAMALAI
UNIVERSITY FOR THE YEAR 2018-2019**

SI.No.	VENDOR DETAILS	
1	Name and Address of the Manufacturer/Firm/Vendor (with Telephone / Fax/Mobile/email address)	
	Phone Number	
	Fax	
	E-Mail	
	Contact Person Name	
	Mobile Number	
2	Name and Address of the Local Authorized Dealer/Distributors (if applicable)	
	Phone Number	
	FAX	
	E-Mail	
	Contact Person Name	
	Mobile Number	
3	VAT/TIN No. of the Firm/Dealer (copy to be enclosed)	
4	GST IN Number	
5	PAN No. of the Dealer (Copy to be attached)	
6	EMD (DD No. Date & Amount and issuing Bank)	
7	Name of the University/Government Institutes having similar Annual Rate Contract/Orders (attach copies)	

❖ We hereby declare that all the particulars given in this application are true and complete to the best of our knowledge and belief and we will produce all the relevant documents promptly, if necessary or as and when asked for by Annamalai University, Chidambaram. We understand that information provided by us will serve as Pre qualification Criteria for

enlistment on **ANNUAL RATE CONTRACT** and in the event of any information being found false or incorrect or ineligibility being detected even after the approval of Rate Contract our contract may be cancelled and all our claims may be forfeited by the Annamalai University, Annamalainagar. We have read and understood all the terms and conditions of **ANNUAL RATE CONTRACT** and we fully agree to it.

Date : Signature :

Place : Name :

Designation :

Seal of the firm :

APPENDIX – II

TENDER FOR RATE CONTRACT FOR THE WORK OF “GRAINING AND RE-COATING OF P.S PLATES” TO ANNAMALAI UNIVERSITY

LETTER OF TENDER

To

The Registrar,
Annamalai University,
Annamalai Nagar,
Chidambaram – 608 002.

Sir,

Sub: Tender for Rate Contract for the work of “Graining and Re-coating of P.S Plates” to Annamalai University for the year 2018-19.

- 1) I / We, the undersigned do hereby tender and undertake to the work of “**GRAINING AND RE-COATING OF P.S PLATES**” to Annamalai University in strict accordance with and subject to the terms and conditions set forth or mentioned in the Tender documents and appendices.
- 2) I / We have gone through the instructions in the tender and carefully read all the conditions of tender and agree to abide by all the conditions mentioned there in.
- 3) I / We hereby state that I/we have remitted Rs._____ (Rupees _____ only) in the form of Demand Draft/Bankers Cheque No. ----- Dated : ----- drawn on ----- Bank----- Branch, in favour of the Registrar, Annamalai University as Earnest Money Deposit and agree to have it forfeited to the Annamalai University in case of my / our failure to the work of Graining and Re-coating of P.S Plates.

- 4) I / We confirm that our Tender is in conformity with the technical specifications and commercial terms & conditions as stipulated in the Tender Document and without any deviations whatsoever. I am / We are aware that our Tender is liable for disqualification in the event of technical and commercial deviations observed by the Tender Accepting Authority at a later date during the process of evaluation of our Tender.
- 5) I / We further declare that the information and documents furnished in the Tender submitted by us are correct and genuine. I am / we are aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and / or Security Deposit and blacklisting me / us if, any information furnished by us proved to be false at the time of inspection and not complying with the tender conditions.
- 6) I / We state that I / We have not been blacklisted or debarred from participating in tenders by any Central / State Government agencies or autonomous bodies or Universities / Institutions.
- 7) In the event of my / our tender becoming successful, I / We undertake and agree to forward to the Registrar, Annamalai University the agreement in (10) ten days, after the notification of the acceptance of this Tender has been received by us.
- 8) We undertake and agree that we will not withdraw this Tender during the period that will be required for intimation of acceptance or non-acceptance as stipulated in Clause 9 of the Tender document. If I / we do so withdraw, I / we shall forfeit the Earnest Money Deposit to Annamalai University. I / We agree to execute at our cost the Agreement in (10) ten days after the notification of the acceptance of our Tender has been received by us. In the event of our failing to make the Security Deposit or to execute the Agreement in the said manner, the Earnest Money Deposit accompanying this Tender shall be forfeited to the Annamalai University and this concluded Contract shall in such

case be considered as having been cancelled or terminated and I / we agree to be liable, irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

As witness our hand this.....day of.....of 2018.

Signature of the Tenderer :

Name & Address :

Company Seal :

APPENDIX – IV

FORMAT OF CONTRACT AGREEMENT

THIS AGREEMENT made on the day of 2018 between The Registrar, Annamalai University, Annamalainagar, Chidambaram – 608 002. (herein after “the Purchaser”) of the one part and (Name of Supplier) of (Address of the Supplier) (herein after called “the Supplier) of the other part:

WHEREAS the Purchaser is desirous for the work of **Graining and Re-coating of P.S Plates** as per the Schedule **A** giving in the tender document under tender reference No..... and has accepted a bid by the Supplier for the work of **Graining and Re-coating of P.S Plates** to Annamalai University.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Tender referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form, be read and construed as part of this Agreement, viz;
 - a) The Notice Inviting Tender.
 - b) The supplier’s bid including enclosures, appendixes, documents, price bids etc.
 - c) The Tender Document including various Terms and Conditions.
 - d) The Letter of Acceptance issued by the Purchaser.
 - e) Any other document listed in the Tender document.
3. In consideration of the payments to be made by the Purchaser to the Supplier within 45 days from the date of delivery and acceptance by concerned Department/ Section.
4. The Annual Rate Contract shall remain valid for a period of one year from the date of award of contract.

5. Mere signing of this contract agreement for Annual Rate Contract does not automatically give any right to the supplier to supply the material list in Schedule **A** of the tender document. The supplier shall supply the material only when purchase order, specifying the items and quantity thereof, is issued by the Purchaser.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the Said (For the Purchaser) in the presence of

Signature

Name Address

Signed, Sealed and Delivered by the Said (For the Supplier) in the presence of

Signature

Name Address

Signed, Sealed and Delivered by the Said (For the Purchaser) in the presence of

Signature

Name Address

PRICE BID

Schedule – A(to be Furnished Separately)

Work of Graining and Re-Coating of used Aluminium Plates

Sl. No.	Name of the material	Approx. Quantity Required	Price for per Plate Rs.
1.	The work of Re-graining and Re-coating of P.S. Plate Positive Demy Size 530 × 650 × 0.28 mm	3000 Nos.	
2.	The work of Re-graining and Re-coating of P.S. Plate Positive D/Demy Size 770 × 927 × 0.28 mm	12000 Nos.	
3.	The work of Re-graining and Re-coating of P.S. Plate Positive Web Plate for Web Off Printing Machine Size 610 × 890 mm	5000 Nos.	



ANNAMALAI UNIVERSITY

Ref.No. AUDDE/U.Press/Tender/1026/2018-19

Date: 22.11.2018

TENDER NOTIFICATION

For and on behalf of Annamalai University, sealed tenders are invited for the following work

File No.	Tender No.	Name of Work	Estimate value	E.M.D.	Tender cost
AUDDE/ U.Press/ 1026/2018- 19	01	1. The work of Re-graining and Re-coating of P.S. Plate Positive Demy Size 530 × 650 × 0.28 mm 2. The work of Re-graining and Re-coating of P.S. Plate Positive D/Demy Size 770 × 927 × 0.28 mm 3. The work of Re-graining and Re-coating of P.S. Plate Positive Web Plate for Web Off Printing Machine Size 610 × 890 mm	20,00,000	20,000	2,100

The tender document can be obtained in person or by post from the Office of the Registrar, Annamalai University, Annamalainagar, Chidambaram-608 002 on payment of Rs. 2,100/- (Rupees Two Thousand One Hundred only) by means of Demand Draft (DD) issued by the Nationalized / Scheduled Bank during office hours. DD should be Drawn in favour of the “**The Registrar, Annamalai University**” payable at Annamalainagar. Those desirous of obtaining tender document, by post **should pay Rs.100/- extra towards postal charges.**

Tender document can also be downloaded from the website of Annamalai University www.annamalaiuniversity.ac.in and www.tenders.tn.gov.in at free of cost.

a)	Sale of tender document closes on	18.12.2018 at 3.00 p.m.
b)	Last date and time for receipt of tender	19.12.2018 at 3.00 p.m.
c)	Date, time and venue of Opening of tender at	19.12.2018 at 4.00 p.m. Registrar Office, Administrative Building, AU

Registrar(i/c)