



# ANNA UNIVERSITY OF TECHNOLOGY, COIMBATORE

Mettupalayam Road, Jothipuram, Coimbatore – 641 047

(Estd. under Act No. 42/ 2006 by the Govt. of Tamil Nadu)

## TENDER DOCUMENT FOR THE SUPPLY OF ANSWER BOOKLETS

Ref: 001/2010 dated 30.07.2010

Sold to

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Not transferable

REGISTRAR

Phone : 0422 – 269 4455  
Fax : 0422 – 269 4400  
E mail : [registrar@annauniv.ac.in](mailto:registrar@annauniv.ac.in)  
Websites : [www.annauniv.ac.in](http://www.annauniv.ac.in)

**AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

**COVER 1**

**SECTION I: INVITATION FOR TENDER (IFT)**

**ANNA UNIVERSITY OF TECHNOLOGY, COIMBATORE**

**COIMBATORE – 641 047**

Tender No: 001/2010 dated 30.07.2010

1. For and on behalf of the Anna University of Technology, Coimbatore, the Registrar, Anna University of Technology, Coimbatore (hereinafter referred to as the Tender Inviting Authority / Tender Accepting Authority, as the case may be) invites wax sealed tenders from eligible tenderers for the supply of "Answer Booklets", as per the tender programme.

2. Tender Programme:

Tender Inviting Authority / Tender Accepting Authority	Registrar, Anna University of Technology, Coimbatore, Coimbatore - 641 047
2. Sale of tender documents at the Office of the Registrar	From 10.00 AM on 30.07.2010. To 4.00 PM on 12.08.2010.
3. Pre tender meeting	4 PM on 05.08.2010.
4. Cost of tender documents	Rs.1040/- to be paid in the form of DD in favour of the Registrar, Anna University of Technology, Coimbatore payable at Coimbatore.
5. Last date for submission of tender	3.00 PM on 13.08.2010
6. Date of opening of the tender	4.00 PM on 13.08.2010

**Tender documents may be downloaded free of cost from the university website at [www.annauniv.ac.in](http://www.annauniv.ac.in).**

**REGISTRAR**

**Section II**

**INSTRUCTIONS TO TENDERERS**

**A. Introduction**

**1. Source of Funds**

- 1.1 The Expenditure for this procurement will be met out from the funds of the Anna University of Technology, Coimbatore

**2. Eligible Tenderers**

- 2.1 This Invitation for Tender is open to all manufacturers having printing presses and have supplied in bulk quantities stationery articles such as prospectus, examinations note books, assignment books, other note books, study materials etc., and has the capability of supplying the required quantity and meet the qualification criteria.
- 2.2 The tenderer should have a minimum turnover of rupees five crores in any one of the financial years from 2007-08 to 2009-2010.
- 2.3 The tenderer should have supplied goods mentioned in ITT Clause 2.1 for a minimum value of rupees one crore under a single contract to any organization, in any one year of preceding three years from the last date for submission of this tender.
- 2.4 The tenderer should have the minimum printing capacity as indicated in statement 2 in section V.
- 2.5 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Tender.
- 2.6 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Tamil Nadu or any other Governments as per ITT Clause 36.
- 2.7 The tenderer should possess the Certificate of Registration under Press Registration Act.

**3. Eligible Goods and Services**

- 3.1 All goods and ancillary services to be supplied under the Contract shall have its origin or have been manufactured in India or any other Country except those with which trade relations are banned by the Government of India.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Tenderer

**4. Cost of Preparing the Tender**

The Tenderer shall bear all costs associated with the preparation and submission of his tender, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

**B. The Tender Documents**

**5. Content of Tender Documents**

- 5.1 The goods required, tender procedures and contract terms are prescribed in the tender Documents. In addition to the Invitation for tenders, the tender documents include:
- (a) Instruction to Tenderers (ITT)
  - (b) Conditions of Contract (CC)
  - (c) Schedule of Requirements
  - (d) Technical Specifications
  - (e) Tender form for “ Technical Tender “
  - (f) Tender Form for Price Schedules; i.e. “Financial Tender “
  - (g) Letter of intimation of opening of “Financial Tenders”
  - (h) Contract Form
- 5.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and shall result in rejection of his / their tender.

**6. Clarification of Tender Documents**

**6.1 Pre-Tender meeting**

- 6.1.1 The Tenderer or his official representative is invited to attend a Pre-Tender meeting, which will take place at the office of the Registrar at 4 PM [hours] on 05.08.2010.
- 6.1.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.1.3 The Tenderer is requested to submit any questions in writing during the meeting or by cable to reach the Purchaser not later than three days before the meeting.
- 6.1.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the Tender documents. Any modification of the Tender documents listed in Sub-Clause 5.1, which may become necessary as a result of the Pre-Tender meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause 7 and not through minutes of meeting, and sent to all the purchasers of the tender documents at least three days prior to the date of submission of the tender and shall be uploaded in the websites of the University / Government.
- 6.1.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.
- 6.2** A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which he receives before 48 hours of the opening of the tender. Written copies of the Purchaser's response (including text of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have purchased the tender documents and will be uploaded in the University's website / government website.

**7. Amendment of Tender Documents**

- 7.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the tender documents by an amendment.
- 7.2 All prospective Tenderers who have purchased the tender documents will be notified of the amendment in writing or by Cable or Fax or Email, and shall be uploaded in the University's website and Government website which will be binding on them.
- 7.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at his discretion, may extend the deadline for the submission of tenders.

**C. Preparation of Tenders**

**8. Language of Tender**

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate certified translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

**9. Documents Comprising the Tender**

- 9.1 The Tenderer shall prepare the Tender documents in two separate covers and submit as outlined below: -
- 9.2 Cover-1 shall be named as " Technical Tender " and shall comprise:-
- (1) All sections from Section I to VIII and wrapper of the tender document duly completed and signed by the Tenderer
  - (2) "Earnest Money Deposit" in the form of demand draft in favour of the Registrar Anna University of Technology, Coimbatore payable at Coimbatore.
  - (3) A Power of Attorney duly authorized by a "Notary Public" indicating that the person signing the Tender has the authority to sign the Tender and that the Tender is binding upon the Tenderer during the full period of its validity in accordance to ITT clause 16.
  - (4) Technical specification of the goods and Qualification information and supporting documents as specified in sections IV and V
    - a. The detailed Technical specification and various norms prescribed with respect to functional aspect of the goods offered by the Tenderer and its compatibility with the technical specifications and various norms specified with respect to functional aspects provided in the tender document.
    - b. Documents establishing that the Tenderer is being in continuous business of printing of goods mentioned in ITT Clause 2.1 during the last 3 years prior to tender opening.
    - c. Tenderer should furnish the information on all past supplies made in the proforma in section V.
    - d. Details of orders on hand, tendered and awarded / under award stage shall be furnished.

- (5) The Tenderer should also furnish the following information along with the formats under section V
- (a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business etc.
  - (b) Reports on financial standing of the Tenderer such as profit and loss statements, balance sheets and auditor's report for the past three years, banker's certificate.
  - (c) Latest Sales Tax registration and verification certificates / Copy of income tax returns shall be furnished.

- (6) One set of sample of paper to be used for wrapper, graph and text should be put in a separate wax sealed cover and marked "Cover – I Sample Papers"

The respective sample paper should bear the following marking:

"Sample of paper for Answer booklet for UG /PG and MBA

- i) Wrapper paper
- ii) Graph paper
- iii) Text paper

The tenderer should sign in each of the above paper in the left hand bottom of the respective paper.

9.3 Cover-2 shall be named as " Financial Tender " and shall comprise

- (1) Form of tender for "Financial Tender "prescribed in section IX duly signed by the Tenderer in the prescribed schedules for UG / PG Course and MBA Course separately.
- (2) Price Schedule duly filled up for all the items given in the Schedule of Requirements
- (3) Contract form in section X duly signed.

Each cover shall be separately sealed and marked in accordance with the "sealing and marking "instruction under ITT clause 18.

## **10. Tender Form**

The Tenderer shall prepare the "Technical Tender" and the "Financial Tender" and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

## **11. Tender Prices**

11.1 The Tenderer shall indicate in each Price Schedule the unit prices for each item and total tender prices of the goods it proposes to supply under the Contract. Tenders will be finalized for each schedule separately. The paper and other materials required for the supply of the printed answer booklets shall be procured by the tenderer himself.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) a single rate for the price of the answer booklet for delivery ex-works to any of the zonal office of the University including all duties and sales and other taxes already paid or payable shall be quoted.

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

- (ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded should be indicated.
  - (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
  - (iv) Different rates for delivery from different manufacturing points / works to different zonal offices of the University will not be accepted.
- 11.3 The Tenderer's separation of the price components in accordance with ITT Clause 11.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered
- 11.4 The prices quoted by the tenderer shall be fixed during the tenderer performance of the contract and not subject to variation on any account
- 11.5 The Registrar shall not issue "C" Form or "D" Form under Central Sales Tax regulations or concessional certificates for availing reduced customs / excise duties.

### **12. Tender Currency**

Prices shall be quoted in Indian Rupees and shall be paid for in Indian currency only.

### **13. Documents Establishing Tenderer's Eligibility and Qualifications**

- 13.1 The Tenderer shall furnish, as part of his tender, documents establishing the Tenderer's eligibility to tender and his qualifications to perform the Contract.
- 13.2 The documentary evidence of the Tenderer's eligibility to tender shall establish to the Purchaser's satisfaction that the Tenderer, at the time of submission of his tender is from an eligible country as defined under ITT Clause 3,
- 13.3 The documentary evidence of the Tenderer's qualifications to perform the Contract shall establish to the Purchaser's satisfaction:
- (a) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in the tender document. To this end, all tenders submitted shall include the following information:
    - i) The legal status, place of registration and principal place of business of the company or firm.
    - ii) Details of experience and past performance of the Tenderer on goods/equipment offered and those of similar nature within the past three/five years and details of current contracts in hand and other commitments (as per proforma given in section-VI);
    - iii) Details of litigation involved

### **14. Documents Establishing Conformity to Tender Documents**

- 14.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all goods which the Tenderer proposes to supply under the contract.
- 14.2 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature and data, and shall consist of:

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods to those specifications .

14.3 For purposes of the commentary to be furnished pursuant to ITT Clause 14.2(b) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### **15. Earnest Money Deposit**

15.1 The Tenderer shall furnish, as part of his tender, subject to the exemptions in force, an Earnest Money Deposit as follows:-

- a) Rs.1,00,000/- (Rupees one lakh only) for answer booklets for UG / PG Courses
- b) Rs.15,000/- (Rupees fifteen thousand only) for answer booklet for MBA Course

15.2 The Earnest Money Deposit is required to protect the Purchaser against the risk of Tenderer's conduct, which would warrant the Earnest Money Deposit's forfeiture, pursuant to ITT Clause 15.7.

15.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall be in the form of a demand draft/Pay order / Banker's Cheque in favour of the Registrar, Anna University of Technology, Coimbatore payable at Coimbatore.

15.4 Any tender not secured in accordance with ITT Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive.

15.5 Unsuccessful Tenderer's EMD will be returned as promptly as possible, but not later than 45 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 16.

15.6 The successful Tenderer's Earnest Money Deposit will be discharged after the Tenderer furnishes the required Security Deposit and signs the contract.

15.7 The Earnest Money Deposit shall be forfeited:

- (a) If the Tenderer withdraws the Tender after the issue of letter of acceptance of his Tender
- (b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:
  - i. furnish the required Security Deposit or
  - ii. sign the Agreement

### **16. Period of Validity of Tenders**

16.1 Tenders shall remain valid for 90 [ninety] days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 19. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

16.2 In exceptional circumstances, prior to expiry of the original time limit, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

thereto shall be made in writing. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender.

### **17. Format and Signing of Tender**

- 17.1 The Tenderer shall prepare the tender in two parts as described in clause –9 of ITT bound with volume containing the respective form of tender ( i.e. Technical & Financial )
- 17.2 The Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. The latter authorization shall be indicated by written power- of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be signed by the person or persons competent to sign the tender.
- 17.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

### **D. Submission of Tenders**

#### **18. Sealing and Marking of Tenders**

- 18.1 The Tenderer shall prepare the “Technical Tender “[cover-1] comprising the various documents prescribed in ITT clause 9.2.
- 18.2 The Tenderer shall also prepare the “Financial Tender “[cover-2] comprising the documents prescribed in ITT clause 9.3.
- 18.2.1 Technical Tender and the cover containing sample papers shall then be put into a cover, properly wax sealed and super-scribed as Cover-1-“Technical Tender” to be opened on 13.08.2010 at 4.00 PM (hours).
- 18.2.2 Similarly the “Financial Tender” shall be put in another cover properly wax sealed and super scribed as “Cover-2- Financial Tender” to be opened on the date to be announced by the Purchaser.
- 18.3 These two covers shall then be put in another common cover properly wax sealed and super scribed as “Tenders for the supply of Answer Booklets” to be opened on 13.08.2010 at 4.00 PM (hours)
- 18.4 All covers shall:
- (a) Be addressed to the Purchaser at the following address:  
Registrar, Anna University of Technology, Coimbatore, Jothipuram, Mettupalayam Road,  
Coimbatore – 641047 and should bear the following information.

Tender for supply of answer booklets

\* Tender reference No 001/2010 dated 30.07.2010.

\* Cover - 1 “Technical tender” to be opened on 13.08.2010 at 4.00 PM hours

\* Cover – 2 “Financial Tender “to be opened on the date to be announced by the Purchaser

- 18.5 In addition to the identification required in sub-clause 18.3, the covers shall indicate the name and address of the Tenderer to enable the tender to be returned un-opened in case it is declared late, pursuant to clause-20.

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

- 18.6 If the covers are not sealed and marked as above, the Purchaser will accept the tender covers but will assume no responsibility for misplacement or pre-mature opening of the tender covers.
- 18.7 Tenders sent through Telex, cable, facsimile or Email will be rejected.

### **19. Deadline for Submission of Tenders**

- 19.1 Completed Tenders [both Technical and Financial] must be received by the Purchaser at the address specified under ITT Clause 18.4 (a) not later than 0n 13.08.2010 at 3 PM hours. In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received up to the appointed time on the next working day.
- 19.2 The Purchaser may, at his discretion, extend the deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 7, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the extended deadline.

### **20. Late Tenders**

Any Tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 19, will be rejected and/or returned unopened to the Tenderer.

### **21. Modification and Withdrawal of Tenders**

- 21.1 The Tenderers may modify their tenders after the submission of the tenders, provided that the modification in writing is received by the Purchaser prior to the deadline prescribed for submission of tenders in clause -19.1 or 19.2 as the case may be.
- 21.2 Each Tenderer's modification or withdrawal shall be prepared, sealed, marked and delivered in accordance with clause 18 & 19 with the covers marked "Modification" or "Withdrawal" as appropriate for "Technical tender" / "Financial Tender".
- 21.3 No tender may be modified subsequent to the deadline for submission of tenders as per clause 19.1 or 19.2.
- 21.4 A tenderer may withdraw his tender before the issue of letter of acceptance.

## **E. Tender Opening and Evaluation of Technical Tenders**

### **22. Opening of "Cover-1" of all Tenderers and evaluation to determine qualified Tenderers**

- 22.1 The Purchaser will first open the common cover containing the **Cover-1&2** at the time and date given in the IFT para-5 including the "Modification" / or withdrawal if any for the "Technical Tenders" made pursuant to clause 21 of all tenders, in the presence of Tenderers or one of their authorized representative who shall sign the register as proof of their attendance. In the event of the specified date of Tender opening being declared as holiday for the Purchaser, the Tenders shall be opened at the appointed time and venue on the next working day.
- 22.2 After opening the common cover, the cover-1 i.e. "Technical tender" will then be opened.

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

- 22.2.1 Cover marked as “Withdrawal” for “Technical tender” shall be opened and read out. The tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause-21, shall not be opened.
- 22.2.2 The Purchaser will then readout the details of Earnest Money Deposit and other such details as considered appropriate and will prepare the minutes of the “Technical Tender” opening.
- 22.3 The “Cover-2 –i.e. Financial Tender “of all tenders shall remain sealed and securely stored in the safe custody of the Purchaser.
- 22.4 The Purchaser will make a preliminary examination of the “Technical Tenders” to determine whether [1] they are complete, [2] the required Earnest money deposit has been furnished for the amount and in any one of the forms specified in clause –15 of ITT, [3] the documents are properly signed and [4] the tenders are generally in order.
- 22.5 Any tender found to be not meeting the qualification criteria specified will be rejected by the Purchaser and will not be included for further evaluation.
- 22.6 The Purchaser will carryout a detailed evaluation of the tenders in order to determine whether the “Technical specification”, qualification and experience details furnished meets the requirements set forth in the tender documents. In order to reach such determination, the Purchaser will examine the information supplied by the Tenderer.

### **23. Clarification of Tenders during the evaluation of technical Tenders**

- 23.1 If any clarification [additional information] is required from the Tenderer by the Purchaser a letter seeking clarification will be sent by the Purchaser to the Tenderer to respond.
- 23.2 If the Tenderer furnished the required details within the time prescribed by the Purchaser, the same will be considered by the purchaser for scrutiny and further evaluation and in the event the Tenderer fails to respond within the time specified, the Purchaser will scrutinize and evaluate with the details as submitted with the tender.
- 23.3 On completion of the evaluation of the “Technical Tender”, final decision on technical tender will be communicated to the concerned Tenderers and the qualified Tenderers will be informed of the date and time and venue of the opening of the “Cover-2-Financial Tender” by giving sufficient notice requesting them to be present on the day of the "Financial Tender" opening.

### **24 Opening of “Cover-2-Financial Tenders”**

- 24.1 The Purchaser will open the “Cover-2 i.e. Financial Tenders” of the qualified Tenderers including “Modifications” if any made pursuant to clause 21 in the presence of the qualified Tenderers or one of their authorized representative who choose to attend at the time, date and venue of the opening specified in the information as per clause 23.3. The Tenderers or authorized representatives who attend the financial tender opening will sign the Register in token of their attendance. In the event of the specified date of Financial Tender opening being declared as holiday for the Purchaser, the financial Tenders shall be opened at the appointed time and venue on the next working day.
- 24.2 The purchaser will readout the submissions in the Modifications if any in appropriate details.
- 24.3 The Tenderer’s names, the tender prices quoted the total amount of each tender, modification or withdrawal and other such details as found appropriate shall be announced by the Purchaser at the

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

tender opening. Late and withdrawn tenders will be returned unopened to the Tenderer's concerned.

- 24.4 The Purchaser will prepare minutes of "Financial Tender" opening including the information disclosed to those present in accordance with clause 24.3

### **25. Preliminary Examination**

- 25.1 The Purchaser will have a preliminary examination of the Financial tenders "to determine whether (1) they are complete, (2) any computational errors have been made, (3) required securities have been furnished, (4) the documents have been properly signed, and (5) the tenders are generally in order and are substantially responsive to the requirements of the tender documents.

- 25.2 Prior to the detailed evaluation, pursuant to ITT Clause 26, the Purchaser will determine the substantial responsiveness of each tender to the provisions in the tender documents. For purposes of these Clauses, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Security Deposit (CC Clause 7), Force Majeure (CC Clause 23), Limitation of liability (CC Clause 27), Applicable law (CC Clause 29), and Taxes & Duties (CC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 25.3 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not be subsequently made responsive by the Tenderer by correction or withdrawal of the non-conforming deviations or reservations.

- 25.4 Arithmetical errors will be rectified on the following basis.

- (1) If there is a discrepancy in rate between words and figures, lesser of the two will govern.
- (2) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price as quoted shall prevail and the total price shall be corrected.

- 25.5 If the Tenderer does not accept the correction of errors, his / their tender will be rejected

- 25.6 The Purchaser may after recording reasons waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

### **26. Evaluation and Comparison of Tenders**

- 26.1 The Purchaser will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to ITT Clause 25. No tender will be considered if the complete requirements covered in the schedule are not included in the tender.

- 26.2 Where all the tenderers are from within Tamil Nadu or from outside Tamil Nadu TANVAT / CST as the case may be will be included for the evaluation of the price.

- 26.3 In the case of Tenderers who are from the State of Tamil Nadu as well as from other States, the TANVAT will be excluded and Central Sales Tax will be included for the evaluation of the lowest price.

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

- 26.4 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-works price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, Excise duty and Octroi etc on the finished goods, if payable) and Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- 26.5 A price preference of 15% for domestic small scale industrial units and 10% for the public sector undertakings of the Government in respect of products and quantity manufactured by them will be allowed.

### **27. Contacting the Purchaser**

- 27.1 Subject to ITT Clause 23, no Tenderer shall contact the Purchaser on any matter relating to his tender, from the time of the tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the purchaser, he should do so in writing.
- 27.2 Any effort by a Tenderer to influence the Purchaser in his decisions on tender evaluation, tender comparison or contract award will result in rejection of the Tenderer's tender.

### **28 Negotiation**

- 28.1 The tender determined to be substantially responsive in accordance with clause 24 and who is determined to have the financial, technical and production capabilities as required under clause 13, will be taken into consideration and if the Purchaser considers that the rates and or total amount offered by the lowest evaluated responsive Tenderer is on the higher side then the Purchaser may deal with it as outlined below :-
- 28.2 The Purchaser may seek breakdown details from the lowest responsive Tenderer and ask to furnish the details in support of the rates and total amount offered by the Tenderer giving him sufficient time.
- 28.3 The lowest evaluated responsive Tenderer shall furnish the supporting details as required by the Purchaser within the time specified,
- 28.4 If the Purchaser is satisfied that the details furnished by the Tenderer are reasonable further suitable action will be taken.
- 28.5 If on the other hand the Purchaser feels otherwise, then he may request the Tenderer to examine the possibilities of reducing the quoted rates.
- 28.6 The lowest Tenderer may respond to the request either way. On receipt of the response from the Tenderer the Purchaser shall examine the reduced rates if any offered or other wise the reasons stated by the Tenderer and take further action either to approve the tender or to reject the same and go in for retenders

### **29. Award Criteria**

- 29.1 Subject to ITT Clause 31, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be capable of performing the Contract satisfactorily.

**30. Purchaser's right to vary Quantities at the Time of Award**

30.1 The Purchaser reserves the right to vary a quantity finally ordered to the extent not exceeding 25% either way of the requirement indicated in the tender documents without any change in unit price or other terms and conditions.

**31. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders**

31.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected Tenderer or Tenderers.

**32. Procurement in special cases:**

32.1 In the case of purchase of goods tendered, where the quantity offered at the lowest price is less than the total quantity required, the Tender Accepting Authority may, after placing orders with the lowest evaluated tenderer for the entire quantity offered by such tenderer subject to his ability to supply, adopt either or both of the following procedures to procure the balance quantity

32.2 Negotiate with the next lowest tenderers in strict ascending order of evaluated price and require them to match the price offered by the lowest evaluated tenderer and place orders until the entire quantity required is ordered: or

32.3 Require all the other eligible tenderers who participated in the tender and offered a price higher than that offered by the lowest evaluated tenderer, to submit sealed offers of the quantity they would be willing to supply at the price quoted by the lowest evaluated tenderer, and thereafter place orders for the remaining required quantity with all those who match the lowest evaluated price such that those who bid lower prices in the original tender get a higher priority for supply.

32.4 In case the bidders other than the lowest evaluated bidder fail to agree to accept the lowest price or the total quantity offered by them at the price quoted by the tenderer with lowest evaluated price is less than the required quantity the Tender Accepting Authority may place orders for remaining required quantity at different rates with different suppliers in the ascending order of evaluated price until the entire quantity required is covered.

**33. Notification of Award**

33.1 Prior to the expiry of the period of tender validity, the Purchaser will notify the successful Tenderer in writing by registered letter that his tender has been accepted and to furnish the Security Deposit in accordance with the contract conditions. He shall also communicate in writing to all the unsuccessful Tenderers about the non acceptance of their tender with reasons thereof.

33.2 The notification of award will constitute the formation of the Contract and the successful tender cannot withdraw his offer subsequently.

33.3 The Earnest Money Deposit of the unsuccessful Tenderer will be returned after decision is taken on the tender or within 45 days after the validity period whichever is earlier.

**34. Signing of Contract**

- 34.1 The successful tenderer shall execute the contract agreement incorporating all agreement changes within 15 days from the date of notification of acceptance of the tender. The stamp duty for such agreement shall be borne by the successful tenderer.

**35. Security Deposit**

- 35.1 Within 10 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall deliver to the Purchaser a Security deposit for an amount equivalent to 2% of the contract value in the form of Bank Draft /Pay order in favour of The Registrar, Anna University of Technology, Coimbatore Payable at Coimbatore.
- 35.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.
- 35.3 Security deposit will not bear any interest.

**36. Corrupt or Fraudulent Practices**

- 36.1 Anna University of Technology, Coimbatore requires that the Tenderers/ Suppliers observe the highest standard of ethics during the procurement and execution of such contracts.

In pursuance of this policy, the Purchaser

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any official in the procurement process or in contract execution;
- ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- iii) "Collusive practice" means a scheme or arrangement between two or more Tenderers, with or without the knowledge of the purchaser, designed to establish tender prices at artificial, non competitive levels; to deprive the purchaser the benefit of free and open competition and
- iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) Will reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

(c) Will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded any contract if at any time the purchaser determines

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract; and

### **37. Appeal**

37.1 The Purchaser shall cause to publish in the Tender Bulletin the results of evaluation identifying the Tenders and the following information

- (a) Name of each Tenderer who submitted the Tenders
- (b) Tender prices as read out at the time of opening
- (c) Evaluated Tender price of each Tender
- (d) Name of Tenderers whose Tenders were rejected with brief reasons for rejection
- (e) Name of the successful Tenderer and his evaluated Tender price.

And also communicate in writing the unsuccessful Tenderers informing the non-acceptance of their tender with reasons.

37.2 On receipt of the communication, any Tenderer aggrieved by the orders passed by the tender Accepting Authority may appeal to the Government within 10 days from the date of receipt of order.

37.3 The Government shall pass necessary orders as deemed fit shall dispose the appeal within 15 days after giving the aggrieved Tenderer an opportunity to represent his case and pass necessary orders as deemed fit.

37.4 The orders so passed by the Government shall be final

## **COVER 1**

### **SECTION III: CONDITIONS OF CONTRACT**

#### **Conditions of Contract**

### **1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services incidental to the supply of the Goods, such as transportation, testing, commissioning and insurance, and any other incidental services, and other obligations of the Supplier covered under the Contract;
- (e) "CC" means the Conditions of Contract contained in this section.
- (f) "The Purchaser" means the Tender inviting / accepting Authority
- (g) "The Purchaser's country" is India

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

- (h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- (i) Government means Government of Tamilnadu
- (j) “The Project Site”, means the zonal offices of the University where the goods are to be delivered.
- (k) “Day” means calendar day.
- (l) “Month” means calendar month

### **2. Application**

- 2.1 The Conditions of Contract shall apply to the extent that they are not superseded by Special Conditions or other conditions of Contract.

### **3. Country of Origin**

- 3.1 All Goods and Services supplied under the Contract shall have its origin or have been manufactured in India or any other country except those with which trade relations are banned by the Government of India.
- 3.2 For purpose of this clause “origin” means the place where the Goods are mined, grown or produced, or from which services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the supplier.

### **4. Standards**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when such applicable standard is not mentioned, to the authoritative appropriate standard and such standards shall be the latest issued by the concerned institution.

### **5. Use of Contract Documents and Information**

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in CC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in CC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

**6. Patent Rights**

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 6.2 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

**7. Security Deposit**

- 7.1 Within 10 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Security Deposit in the form specified under clause 35.1 of ITT to the Purchaser for an amount equivalent to 2% of the contract value. The Security Deposit shall be valid until 60 days after the date of completion of performance obligations.
- 7.2 The proceeds of the Security Deposit shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Security Deposit shall be denominated in Indian Rupees and shall be in the following form Banker's cheque, Pay order or demand draft drawn from any one of the Scheduled / Nationalized bank in favour of The Registrar, Anna University of Technology, Coimbatore payable at Coimbatore. The Security Deposit will not bear any interest.
- 7.4 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.

**8. Inspections and Tests**

- 8.1 The Purchaser or his representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods free of cost to the Purchaser.
- 8.4 Nothing in CC Clause 8 shall in any way release the Supplier from any obligations under this Contract.

## AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010

### 9.0 Places at which the answer booklets have to be delivered.

9.1 The supplier shall deliver the answer booklets in the zonal offices of the University located at the following centres:-

i) Zone – A	Anna University of Technology, Coimbatore, Jothipuram, Coimbatore – 47
ii) Zone – B	Government College of Engineering , Salem
iii) Zone - C	Institute of Road and Transport Technology, Vasavi college Post, Erode

### 10. Number of answer booklets to be delivered at each zone and time limit for delivery

10.1 The number of answer booklets to be delivered at each zone shall be follows.

Zone	Answer Booklet UG / PG courses (No's)	Answer Booklet MBA Courses (No's)	Total (No's)
Zone – A	800500	100000	900500
Zone – B	600200	100000	700200
Zone – C	500200	80100	580300
<b>Total</b>	<b>1900900</b>	<b>280100</b>	<b>2181000</b>

10.2 Last date for completion for delivery of answer booklets

10.2.1. The entire requirements of answer booklets must be delivered in the respective zonal offices before **20<sup>th</sup> October 2010**.

### 11. Prior approval of the Registrar before final printing

11.1 The supplier shall submit to the Registrar three clean copies of the respective answer booklet, within ten days of the issue of letter of acceptance, for approval of the matter before printing clean copies. The supplier shall carryout such corrections / modifications suggested by the Registrar and then take up printing of clean copies of the answer booklets concerned.

### 12. Packing

12.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

12.2 The answer booklets shall be packed in corrugated boxes which will not be returned to the supplier. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the and in any subsequent instructions ordered by the Purchaser.

12.3 Packing Instructions: On each package, printed slips containing the following particulars shall be pasted, on three sides of the package.

1. Answer Booklet for \_\_\_\_\_ (COURSE)
2. Serial No's FROM \_\_\_\_\_ TO \_\_\_\_\_
3. Supplied by \_\_\_\_\_

**13. Delivery and Documents**

13.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. Upon delivery of the Goods the supplier shall furnish the following documents to the purchaser:

- i. Copies of the Supplier invoice showing Goods description, quantity, unit price, and total amount;
- ii. Acknowledgment from the respective zonal office

**14. Transportation**

14.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Tamil Nadu defined as Project site, transport to such place of destination, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

**15. Payment**

15.1 Payment for Goods and Services shall be made in Indian Rupees as follows:

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to CC Clause 13, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

**16. PRICES**

16.1 Prices quoted by the supplier for Goods delivered and services performed under the Contract shall be firm during the performance of the contract

**17. Change Orders**

17.1 The purchaser may at any time, by written orders given to the supplier pursuant to CC Clause 32, make changes within the general scope of the contract in any one or more of the following ;

- (a) The method of transporting or packing;
- (b) The place of delivery; and / or
- (c) The services to be provided by the supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under this Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of Supplier's receipt of the Purchaser's change order.

**18. Contract Amendments**

18.1 Subject to CC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**19 Assignments / Subcontracts**

- 19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 19.2 Sub contracting is not permitted
- 19.3 Subcontracts must comply with the provisions of CC Clause 3.
- 19.4 The supplier shall not be required to obtain any consent from the Registrar for provision of Labour or purchase of materials required for execution of the contract.

**20. Delays in the Supplier's Performance**

- 20.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the contract documents.
- 20.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at his discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 20.3 Except as provided under CC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 21, unless an extension of time is agreed upon pursuant to ITT Clause 20.2 without the application of liquidated damages.

**21. Liquidated Damages**

- 21.1 Subject to CC Clause 22, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to CC Clause 22.

**22. Termination for Default**

- 22.1 The purchaser may, without prejudice to any other remedy for breach of contract, by issuing 7 days written notice of default to the supplier, terminate the contract in whole or part:
  - (a) if the Supplier fails to deliver any or all of the Goods within the period (s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to CC Clause 20 ;
  - or

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

- (b) if the Supplier fails to perform any other obligation (s) under the Contract ,
- (c) if the Supplier , in the judgment of the Purchaser has engaged in corrupt or fraudulent practices as defined in ITT Clause 33 in competing for or in executing the contract.

22.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to G C C 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the contract to the extent not terminated.

### **23 Force Majeure**

23.1 Notwithstanding the provisions of CC Clauses 20, 21, 22 the Supplier shall not be liable for forfeiture of its Security Deposit, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes except riots by contractor's Labour.

23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **24. Termination for Insolvency**

24.1 The Purchaser may at any time terminate the Contract by giving written notice 7 days prior to termination to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

### **25. Termination for Convenience**

25.1 The Purchaser, by written notice sent to the Supplier 7 days prior to termination, may terminate the Contract, in whole or in part, at any time for his convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

25.2 The Goods that are complete and ready for delivery within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

- (a) to have any portion completed and delivered at the Contract terms and prices; and / or
- (b) to cancel the remainder .

25.3 In the case of termination of contract for any reasons stated in Clause 22 and 25 above no claim for compensation for expected loss or profit for the balance value of the contract not performed, will be admissible.

### **26. SETTLEMENT OF DISPUTES**

26.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation within 28 days.

26.2 If, after twenty eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party within 14 days of his intention to refer the dispute to arbitration.

26.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods and Services under the Contract and conducted in accordance with the Arbitration and Conciliation Act 1996.

26.4 Where either party has failed to resolve the dispute by mutual consultation, the disputes or differences arising shall be referred to a Sole Arbitrator. The sole arbitrator shall be appointed by the Vice Chancellor, Anna University of Technology, Coimbatore.

26.5 Arbitration proceedings shall be held at Coimbatore, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

26.6 The decision of the sole arbitrator shall be final and binding upon both parties. The fees and expenses of the Arbitrator as determined by the arbitrator in consultation with both the parties shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

26.7 The Supplier shall within three months of the date of completion of the contract specify the disputes, claims and the amount involved and write to the Purchaser accordingly, failing which it will be deemed that the Supplier has no case for arbitration.

26.8 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay and undisputed portion of the bill due to the Supplier.

### **27. LIMITATION OF LIABILITY**

27.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- (a) The Supplier shall not be liable to the Purchaser, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

## **AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract price,

### **28. GOVERNING LANGUAGE**

28.1 The Contract shall be written in English language. Subject to CC Clause 22, the version of the Contract written in English shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### **29. Applicable Law**

29.1 The Contract shall be interpreted in accordance with the laws of India supplemented with local Acts of Government of Tamilnadu.

### **30 Communication**

30.1 Communications between parties which are referred to in the conditions are effective only when in writing. Communication of any notice under the contract will be complete when it is delivered by hand by obtaining acknowledgments or sent by Regd. Post with Ack Due or Speed Post etc to the address of the supplier as given in the Tender or to any change of address given in writing subsequently by the supplier, by obtaining receipt of postal authorities for having posted the notice.

### **31. Taxes and Duties**

31.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

### **32. Progress of supply**

32.1 Supplier shall regularly intimate progress of supply, in writing, to the Purchaser:

### **33. Supplier Integrity:**

33.1 The supplier is responsible for and obliged to conduct all contractual activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

### **34. Supplier's Obligations:**

34.1 The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and by directives issued by the Purchaser and implementing agencies.

34.2 The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

34.3 The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

**Section IV. TECHNICAL SPECIFICATIONS**

**Section A**

**Common to answer booklets for UG /PG and MBA**

Size	21.0 CM * 27.3 CM
Paper	Cover – 90 gsm Maplitho Text – 60 gsm Maplitho
Pages	Cover – 4 pages Text – 40 Pages (including Graph sheets)
Graph sheet	Inner page – both side Quantity – 2 pages Paper 60 gsm maplitho
Inner page ruled (1cm)	Quantity 40 pages
Printing	Single colour both cover and text with 2 changeovers
Finishing	Thread sewing / Centre pinning

Serial No to be printed in each answer booklet in specific series / codes as assigned by the Registrar, to the respective supplier. All inner pages arranged and serially numbered **1 to 44**.

**Section B**

Models of answer booklets covered under the tender may be obtained from the Registrar on a request made to him in writing, before the tenderers submit their tenders.

**Section C**

Bar codes will be arranged by the University and the tenderer shall not include any cost for it in his tender.

**COVER 1**

**SECTION V**

**TENDER FORM --TECHNICAL TENDER**

Tender Ref: No: 001/2010 dated 30.07.2010

TO: THE REGISTRAR,  
Anna University of Technology, Coimbatore, Jothipuram, Coimbatore - 641047  
(for and on behalf of the Anna University of Technology, Coimbatore)

Sir,

I / We having examined the Tender Documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, I / We, the undersigned, offer to supply and deliver the answer booklets in conformity with the technical specifications conditions, special conditions of contract etc in conformity with the Tender documents.

**AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

I/We enclose with copies of documents establishing my/our eligibility to tender and qualifications to perform the contract.

I/We enclose herewith demand draft towards the Earnest Money Deposit as follows:-

Amount Rs.	DD.No	Bank	Branch	Course
1,00,000				UG/PG Answer Booklets
15,000				MBA Answer Booklets

I/We agree to abide by this, that the tender is valid for a period of 90 days as specified in clause 16 under Instructions to Tenderers and it shall remain binding upon me/us and may be accepted any time before the expiry of the validity period.

I/We undertake that if My/Our tender is accepted to supply the goods in accordance with the delivery schedule in the schedule of requirements.

I/We undertake that, in competing for ( and if the award is made to me/us in executing the above contract, I/We will strictly observe the laws against Fraud and Corruption in force in India namely “ Prevention of Corruption Act 1988 “.

Dated this ..... day of ..... 20 .....

Yours faithfully

[Signature of Tenderer/ or authorized person for power of attorney]

To sign tender for and on behalf of -----

**Section V**

**STATEMENT I**

**QUALIFICATION INFORMATION**

1. Name of the Tenderer :
2. Nationality :
3. Constitution – State whether :
  - (a) individual – Age:
  - (b) Hindu undivided family
  - (c) Sole proprietorship firm
  - (d) Partnership firm :
  - (e) Registered Domestic small scale industrial unit  
(enclose Registration Certificate issued under  
Under Micro Small and Medium Enterprises Act.)
  - (f) Private limited company
  - (g) Public Limited Company :
  - (h) Co-operative Society registered under any State

**AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

- or Central Act :
- (i) Society registered under any State or Central Act
- (j) Statutory Board under any State or Central Act :
- (k) Public Sector undertaking of any State or Central Government.  
(Enclose copies of relevant registration etc documents for support) :
- (i) Enclose Certificate of Registration under Press Registration Act. :

**4. Address:**

	<b>Postal Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E. Mail</b>
(a) Registered Office:				
(b) Head office:				
(c) Place to which regular communication should be sent:				

5. If partnership firm, names of the partners :  
/ If a company, names of the directors  
/ If a society, names of Committee members
6. (a) Furnish details whether the tenderer was, by any Authority,  
(1) Removed from the list of registered supplier of services  
(2) Demoted to lower class of registration  
(3) Suspended from doing Business  
(4) Banned from doing business:
7. Whether the Tenderer was convicted by any court of law – furnish details
8. Name of the person authorized to execute deeds / sign this Tender document ( Enclose relevant document for this power):
9. Name and address of bank branch with whom the applicant maintains the account. :

10. PAN NO :
11. i) TIN NO :  
ii) CST Regn No :
12. Enclose copies of latest IT returns and sales Tax / VAT return / Auditors Report for past three financial years.
13. Value upto which the tenderer can execute the contract:

**SECTION V  
STATEMENT 2**

**PARTICULARS ABOUT PRINTING CAPACITY OF THE TENDERER**

Sl. No.	Particulars	Specification	Minimum Requirement	In Possession with the Tenderer	Whether the machinery are owned / leased / on hire purchase (enclose proof)	Location
1.	Sheet fed – Single Color	Single demi	1			
		Double demi	1			
2	Pinning Machine		1			
3	Folding Machine		1			
4	Cutting Machine		1			
5	Sewing Machine		1			
6	Minimum Gross Printing Capacity (Front & Back)		50 Reams			

**Note:** The Registrar reserves right to inspect the premises to satisfy himself about the actual printing capacity.

**SECTION V  
STATEMENT 3**

**Details of Annual Turnover**

**(To be certified by a Chartered Accountant)**

Financial Year	Annual Turnover (Rs. lakhs)
2007 – 08	
2008 – 09	
2009 – 10	

**SECTION V**  
**STATEMENT 4**  
**PERFORMANCE STATEMENT**

**PARTICULARS OF SUPPLY OF ITEMS REFERED IN ITT CLAUSE 2.1, BY THE TENDERER FOR A PERIOD OF THREE YEARS PRECEEDING THE DATE OF OPENING OF THE TENDER**

Orders placed by (full address of the party)	Order No. and Date (Enclose Copy)	Description of item and quantity ordered	Value of order (Rs lakhs)	Date of commencement of delivery	Date of completion of delivery		Remarks indicating reasons for late delivery if any
					As per contract	Actual	
1	2	3	4	5	6	7	8

Signature and seal of the Tenderer

[Please also indicate the particulars of orders under execution and to be executed on date]

**SECTION V**  
**STATEMENT 5**

Details of litigation and arbitration in which the tenderer is involved for a period of three years

S. No	Name of the party and item supplied	Cause of dispute	Amount involved	Present status of the dispute

**Section VI**

**LETTER OF INTIMATION OF OPENING OF “FINANCIAL TENDERS”**

Tender reference No: 001/2010 dated 30.07.2010.

Letter No -----dt-----

To

-----  
-----

----- [Name and address of qualified Tenderer ]

Gentleman,

This is to notify that your “Technical Tender “ dt----- for the supply of answer booklets has been evaluated based on the technical specifications, qualification, experience information and other documents and certificates furnished with the tender and further clarification furnished by you and that you have been determined as qualified.

You are requested to make yourself present or send your authorized representative to the office address given below to attend the opening of the “Financial Tenders “scheduled on ----- at-----hours.

**AUTCBE – Tender Document, Ref : 001 / 2010 dated 30.07.2010**

Please note that at any stage, if the information furnished by you are found to be incorrect or false, the Purchaser reserves the right to reverse the decision.

Yours faithfully

[Authorized signature of the Purchaser]

Name and title of the Signature -----

Address -----

-----

-----

**Cover 1**

**SECTION VII**

**LETTER OF ACCEPTANCE OF “FINANCIAL TENDERS”**

Tender reference No 001/2010 dated 30.07.2010.

Letter No -----dt-----

To

-----

----- [Name and address of selected Tenderer]

Sir / Madam,

On behalf of the Anna University of Technology, Coimbatore this is to notify that your “ Financial Tender “ dt----- for the supply of Answer Booklets for ..... Course for the contract price of Rs ----- [Rupees -----] as detailed below is hereby accepted.

<b>Answer Booklet for .....</b>	<b>Unit Rate accepted</b>	<b>Quantity to be supplied (No.)</b>	<b>Total contract value Rs.</b>

You are hereby requested to furnish a Security Deposit of Rs ..... (Rs     )/- being the 2% of contract value in the form of Demand draft in favour of the Registrar, Anna University of Technology, Coimbatore payable at Coimbatore within 10 days of the receipt of this letter of acceptance and sign the contract, failing which action as stated under clause 15 of ITT will be taken.

You are informed that with the issue of this letter of acceptance, there emerges a contract between you and the university and you cannot withdraw your offer subsequently.

You are requested to acknowledge the receipt of this letter

Yours faithfully

[Authorised signature of the Purchaser]

Name and title of the Signature -----

Address -----

-----

**SECTION VIII  
STATEMENT 7  
REQUEST FOR REFUND OF EMD**

FROM

TO

THE REGISTRAR  
TENDER ACCEPTING AUTHORITY  
FOR AND ON BEHALF OF  
ANNA UNIVERSITY OF TECHNOLOGY,  
COIMBATORE – 641 047

Sir,

I / we have tendered for the supply of answer booklets enclosing the following demand draft(s), vide your Tender notice number.

DD NO ..... for Rs ..... (Supply of .....)

DD NO ..... for Rs ..... (Supply of .....)

I / We request that the EMD may be refunded to me / us. Advance Stamped Receipt for the same is / are enclosed

Yours faithfully

Signature of the Tenderer

**ADVANCE STAMPED RECEIPT**

Received from the Registrar, Anna University of Technology, Coimbatore Rs..... (Rupees ..... ) towards the refund of Earnest Money Deposit furnished by me / us for supply of answer booklets.

STAMP

SIGNATURE AND SEAL OF THE TENDERER

**COVER 2**

**SECTION IX**

**TENDER FORM - FOR COVER -2- FINANCIAL TENDER**

Tender Ref. No : ..... Date : .....

TO:

THE REGISTRAR, ANNA UNIVERSITY OF TECHNOLOGY, COIMBATORE, COIMBATORE - 47  
[For and on behalf of Anna University of Technology, Coimbatore)

Sir,

I / We having examined the Tender Documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, I / We, the undersigned, offer to supply and deliver Answer booklets in conformity with the technical specifications conditions, special conditions of contract etc in conformity with the Tender documents for the sum of Rs.----- ( Rupees-----  
-----) [ total tender amount in figures and words ] or such other sums as may be ascertained in accordance with the delivery schedule specified in the schedule of requirements.

I / We undertake, if my / our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If my/our tender is accepted I/We will produce the required Security Deposit in any one of the forms specified in the tender documents for due performance of the contract.

I / We agree to abide by this, the Tender validity period specified in Clause 16 of the Instructions to Tenderer and it shall remain binding upon me / us and may be accepted at any time before the expiry of that period.

I/We undertake that until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

I / We undertake that, in competing for (and, if the award is made to me / us, in executing) the above contract, I / We will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I / We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of ..... 2010.

Yours faithfully

*(Signature of Tenderer/ or authorized person by Power of Attorney)*

to sign Tender for and on behalf of \_\_\_\_\_

**COVER 2  
SECTION IX  
PRICE SCHEDULE -- I**

**NAME OF THE ITEM: Answer Booklet for UG / PG course confirming to technical specifications in tender documents**

Quantity required as per tender documents	Quantity that can be supplied by the tenderer (numbers)	Rate tendered per answer booklet	In figures	In words
19,00,900		Basic rate Ex-works (any where in India)		
		Central Sales Tax at    %		
		Other taxes / duties / cesses / etc ( give complete details)		
		Insurance		
		TANVAT at .... %		
		Other items		
		Transportation from the works to any of zonal office of the Anna University of Technology, Coimbatore as detailed in the tender document loading and unloading and stacking in zonal office		
		Total rate per answer booklet		

Total cost of the quantity offered

**In figures: Rs .....**

**In words: Rs .....**

**DECLARATIONS**

1. Under the provisions of ..... Act / rules / notifications (copies enclosed), We are exempt from payment of CST / SALES TAX / TANVAT.
2. Under the instructions issued by ..... (copy enclosed) cesses / administrative charges / Trade charges collected by us are to be excluded for evaluation of financial tenders.
3. Under the instructions issued in Government order ..... (copy enclosed) we are eligible for price preference of .....
4. We enclose the sample of paper to be used for execution of the tendered work

Signature and seal of the Tenderer

**COVER 2**  
**SECTION IX**  
**PRICE SCHEDULE 2**

**NAME OF THE ITEM: Answer booklet for MBA course confirming to the technical specifications in tender documents**

Quantity required as per tender documents	Quantity that can be supplied by the tenderer (numbers)	Rate tendered per answer booklet	In figures	In words
2,80,100		Basic rate Ex-works (any where in India)		
		Central Sales Tax at    % 		
		Other taxes / duties / cesses / etc (give complete details)		
		Insurance		
		TANVAT at .... %		
		Other items		
		Transportation from the works to any of zonal office of the Anna University of Technology, Coimbatore as detailed in the tender document loading and unloading and stacking in zonal office		
		Total rate per answer booklet		

**DECLARATIONS**

1. Under the provisions of ..... Act / rules / notifications (copies enclosed), We are exempt from payment of CST / SALES TAX / TANVAT.
2. Under the instructions issued by ..... (copy enclosed) cesses / administrative charges / Trade charges collected by us are to be excluded for evaluation of financial tenders
3. Under the instructions issued in Government order ..... (copy enclosed) we are eligible for price preference of .....
4. We enclose the sample of paper to be used for execution of the tendered work

Signature and seal of the Tenderer

**COVER 2**

**SECTION X: CONTRACT FORM**

**THIS AGREEMENT** made the ----- day of -----, 2010 Between The Anna University of Technology, Coimbatore, Coimbatore - 47 represented by The Registrar (hereinafter called "the Purchaser") of the one part and -----  
(Name of Supplier) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser is desirous that certain Goods viz Answer Booklets for UG / PG and MBA courses are to be procured and has accepted a tender by the Supplier for the supply of those goods for a sum of Rs -----(Rupees -----  
----- (hereinafter called "the Contract Price").

**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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer; negotiation letter and post tender correspondence
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the Conditions of Contract;
  - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

SI. NO	BRIEF DESCRIPTION OF GOODS	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

*\*replace with the name of Organization*

**It is further agreed**

1. That the said supplier will perform the aforesaid work subject to the conditions contained in these presents and these documents deemed to be part of this contract and instructions as may be given from time to time by the purchaser. And that the said supplier shall be deemed to have carefully examined the specifications and conditions of contract, appendices, schedules, drawings etc. and also to have satisfied himself as to the nature and character of the work to be executed.
2. That the said supplier shall carry out and complete the execution of the contract to the entire satisfaction of the purchaser within the agreed time schedule.
3. That whenever under this contract or otherwise any sum of money shall be recoverable from or payable by the supplier the same may be deducted from the bills due to the supplier.
4. That all charges on account of octroi, terminal and sales tax or other taxes or duties payable on the materials procured for and services rendered for the work shall be borne by the supplier.
5. That it is agreed between the parties that the non exercise of the powers conferred on the authorities by the purchaser will not in any manner constitute waiver of the conditions hereto contained in these presence and the liability of the said supplier either of the past or future compensation shall remain unaffected.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

said .....  
(For the Purchaser)

said .....  
(For the Supplier)

in the presence of:.....

Witness 1 – Name and Address

Witness 1 – Name and Address

Witness 2 – Name and Address

Witness 2 – Name and Address