

# **Tender Details**

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# 1. INTRODUCTION

Madurai Kamaraj University is a Statutory University, established in 1965 by the Government of Tamilnadu. It is recognized and funded by UGC and is a member of Association of Indian Universities. It has been reaccruited by NAAC with grade A++. The University is accorded with the status of "University with Potential for Excellence " - A status conferred by the University Grants Commission.

Madurai Kamaraj University (MKU) invites tenders for Purchase of “*Non-tearable A4 size Preprinted Degree Certificates*” for the use of the Office of the Controller of Examinations to print UG/PG Degree Certificates.

## 2. TENDER SCHEDULE

1.	Tender inviting Authority, Designation and Address	The Registrar, Madurai Kamaraj University, Palkalai Nagar, Madurai – 625 021. 0452-2458471. mkuregistrar@gmail.com mkuregistrar@rediffmail.com
2.	Name of the Work	Purchase of Non-tearable A4 size Preprinted Degree Certificates for the use of Office of the Controller of Examinations to print UG/PG Degree Certificates.
3.	Tender reference	MKU/CE/Exam/G-1/25
4.	Place of Execution	Madurai
5.	Tender documents	The Tender document can be downloaded from <a href="http://mkuniversity.org">http://mkuniversity.org</a>
6	Application Fee	Application fee of Rs.2,000/- to be remitted in SBI Collect (others) Details of remittance :-
6.	Earnest Money Deposit	1% to the total cost value
7.	Tender submission	Up to 27.02.2025, 03.00 P.M.
8.	Due Date and Closing Time of Tender	27.02.2025, 04.00 P.M.

### **3. ELIGIBILITY CRITERIA**

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the eligibility in the technical Bid.

1. The tenderer should produce a solvency certificate at the time of submitting tender form. The tenderer shall furnish the copy of GST card along with the tender documents.
2. The tenderer shall attach the copy of Sales Tax Certificate
3. Should not have been blacklisted or debarred by any Educational Board or University for their deficiency of service in complying the orders entrusted with them. (Declaration to this effect is to be furnished)
4. A statement of compliance to the above criteria is to be submitted by the tenderer.

### **4. BID PREPARATION AND SUBMISSION**

#### **4.1 General Instruction**

- a) Before submitting the bids, the Bidder shall at their own cost and expenses ascertain locations where they have to provide service and satisfy as to the nature of the existing conditions related to the activities and shall obtain information on all matters and conditions as they may feel necessary for execution of the contract.
- b) The Bidder shall be deemed to have satisfied fully before bidding as to the correctness and sufficiency of the Bids for the contract and price quoted in the bid to cover all obligations under this tender.
- c) It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced as that no work will be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the agreement and intent of the Institution and have been so ordered in writing by Madurai Kamaraj University whose decision shall be final and binding.
- d) Unless otherwise specified in the Tender, no escalation of cost in the Tender by the bidder will be permitted throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- e) Madurai Kamaraj University reserves its right to award the contract to any bidder as per the evaluation procedure. No dispute can be raised by any bidder, who's Bid has been rejected and no claims will be entertained or paid on this account.
- f) The cost quoted by the bidder shall include cost and expenses on all count viz. cost of equipment, materials consultancy, cost of implementation tools/techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in station & outstation expenses, etc., and any other cost involved in implementation.

- g) The cost quoted by the Bidder shall be kept firm for a period specified in the tender from the date of opening the tender. The successful bidder should keep the price firm during the period of Contract including the period of extension of time. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for whatsoever reasons. The bidders should particularly take note of this factor before submitting the bids.
- h) The successful Bidder should be fully and completely responsible to Madurai Kamaraj University for all the deliverable.
- i) The Bidder shall be deemed to have complied with all clauses in this Tender.
- j) In addition to the specifications of work, the University may if thought it fit assign additional works related to the execution of the works mentioned in the specifications of work to the successful bidder after mutual acceptance. The cost for the additional work will be fixed by mutual negotiations and payable to the successful bidder by the MKU.

#### **4.2 Cost of Bidding**

The Bidders should bear all costs associated with the preparation and submission of Bids. Madurai Kamaraj University will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

#### **4.3 Language of the Bids**

The Bid prepared by the Bidders as well as all correspondence and documents relating to the Bid shall be in English only.

#### **4.4 Consortium**

The Bidder is not allowed to form Consortium of any nature whatsoever to perform the services as specified in the Tender. All the Criteria as set out in this Tender should be solely met by the Bidder alone.

#### **4.5 Local Conditions at the State**

- a) It will be the responsibility of the Bidder to fully acquaint with the local conditions and factors in the State where the actual contract will be rendered.
- b) It will be imperative for Bidders to familiarize themselves of legal conditions and factors which may have any effect on the execution of contract. Madurai Kamaraj University shall not entertain any request for clarification from the Bidder regarding such legal conditions after submission of the Bids.

- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by Madurai Kamaraj University. Neither anytime schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves of the local laws/conditions of the State.

#### **4.6 Tender Document Fee**

- a) The Tender Documents may be downloaded from the Madurai Kamaraj University portal (<http://mkuniversity.ac.in> ) and the application cost of Rs.2,000/- is non-refundable as mentioned in the Tender Schedule. The application cost may be paid by the way of **SBI Collect Challan** in favour of “*The Registrar, Madurai Kamaraj University*”. The SBI Collect challan is to be attached while submitting the tender.

#### **4.7 Earnest Money Deposit**

- a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft drawn in favour of “*The Registrar, Madurai Kamaraj University*”, payable at Madurai. The Demand Draft should be attached with the Tender documents. At the time of Tender opening the payment receipt will be verified and any discrepancy in the instrument is liable for rejection of Bids.
- b) The EMD of the unsuccessful Bidders will be returned after finalization of the Tender by Madurai Kamaraj University at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The above EMD held by Madurai Kamaraj University till it is returned to the unsuccessful Bidders will not earn any interest thereof.
- c) The EMD of the Successful Bidder will be adjusted towards Security Deposit (SD) and will be returned only after the Successful fulfilment of the Contract.

#### **4.8 Letter of Authorization**

A letter of Authorization from the Board of Directors authorizing the Tender submitting authority or a Power of Attorney should be submitted in the Technical bid. The Bids received without the Letter of Authorization or Power of Attorney will be summarily rejected.

#### **4.9 Clarifications and Amendments**

- a) A prospective Bidder requiring any clarification in the Tender may notify Madurai Kamaraj University by letter or by Fax or by Email. Madurai Kamaraj University will respond to any request for clarifications in the Tender.

- b) At any time after the issue of the Tender documents and before the opening of the tender, the Tender Inviting Authority may make any changes, modifications or amendments to the Tender Document and will send intimation of such change to all those who have purchased the original Tender Document and upload corrigenda for the information of those who have downloaded the tender documents from the website.
- c) In case any bidder asks for a clarification in the tender documents before 48 hours of the opening of the Tender, the Tender Inviting Authority will reply to such queries and copies of the reply to the clarification sought will be communicated to all those who have purchased the Tender document and upload such clarification to the designated website for the information of those who have downloaded the tender document from the website.
- d) Before closing of the Tender, Madurai Kamaraj University at its discretion may amend the Tender and may or may not extend the due date and time for submission of Tenders on account of any amendments.
- e) Amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders should periodically check for the amendments or corrigenda in the websites till the closing date of this Tender. Madurai Kamaraj University will not communicate the amendments or corrigenda and will no way be responsible for any ignorance.

#### **4.10 Contacting Tender Inviting Authority**

- a) No Bidder shall contact the Tender Inviting Authority on any matter relating to its Bid from the time of Bid opening to the time the contract is awarded. Any effort by a Bidder to influence the Tender evaluation, Bid comparison or contract award decisions will result in the rejection of the Bids of the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the bidders relating to the Tenders submitted by them during the evaluation of the Tenders.

#### **4.11 Two Cover Tender System**

Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of Bids not substantially responsive or viable in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected. The Tender should be submitted in Two Parts viz Technical Bid (Envelope-A) and Price Bid (Envelope-B) as explained below:

##### **4.11.1 Technical Bid Cover (Envelope–A)**

- a) The Technical Bid as per the format given in the Tender document shall be typed, signed and stamped in all pages by the authorized signatory of the Tender. Any alterations, deletions or overwriting shall be attested with full signature of the Authorized signatory of the Tender.



- b) The supporting documents and other documents as given below should be submitted in the Technical Bid.

#	Documents to be Submitted
1.	EMD instrument shall be kept in a separate cover, sealed and superscribed as “EMD cover”
2.	Covering letter in the Bidder’s letterhead shall be enclosed.
3.	Authorization letter in the Bidder’s letterhead from the Managing Director/ Partner / Proprietor or Power of Attorney from the board of Directors of the Bidder company for Authorized Signatory of the Tender Shall be enclosed.
4.	A full set of Tender document should be printed, signed by the authorized signatory and stamped in all pages as a token of accepting the conditions.
5.	Technical bid should be duly filled & signed by the authorized signatory and stamped in all the pages.
6.	All the supporting documents to establish Bidder’s eligibility as required in Chapter “ <b>2 Tender Eligibility Criteria</b> ” should be signed by the authorized signatory and stamped in all pages and enclosed with Technical Bid.

- c) The Technical Bid shall not contain any indications of the Price Bid whether directly or indirectly otherwise the Bid will be summarily rejected.
- d) The EMD cover and filled Technical Bid document enclosed with supporting documents should then be put in a separate cover and sealed appropriately. The Technical Bid cover (Envelope-A) should be superscribed as “*Technical Bid (Envelope-A) – Purchase of Non-tearable A4 size for the use of the Office of the Controller of Examinations*” –Tender Ref: MKU/CE/Exam/G-1/25. The “FROM” address and “TO” address should be clearly written in the outer cover otherwise the BID is liable for rejection.
- f) The technical details submitted by the companies who participated in the tender will not be disclosed to any third party as the disclosure would harm the competitive position, trade secrets and intellectual property rights.

#### **4.11.2 Price Bid Cover (Envelope–B)**

- a) All the price items as per the format given in the Tender document shall be typed, signed and stamped in all the pages by the Authorized Signatory of the Tender. Any alteration, deletions or overwriting shall be attested with full signature of the authorized Signatory. Only a single price should be quoted for each Price Bid item. The Bid is liable for rejection if price Bid contains variation clause or conditional offers or partial offers.

- b) The Price Bid shall be placed in a separate cover and sealed appropriately. The price Bid cover (Envelope-B) shall be superscribed as “*Price Bid (Envelope B) – Purchase of Non-tearable A4 size for the use of the Office of the Controller of Examinations*”–Tender Ref: MKU/CE/Exam/G-1/25. The “FROM” address and “TO” address shall be written without fail otherwise the price Bid is liable for rejection.

#### **4.11.3 Outer Cover**

- b) Both the Technical Bid cover enclosed with EMD cover (Envelope- A) and Price Bid Cover (Envelope –B) shall then be put in a single outer cover and sealed appropriately. The outer cover shall be superscribed as “*Purchase of Non-tearable A4 size for the use of the Office of the Controller of Examinations*” – Tender Ref: MKU/CE/Exam/G-1/25. The “FROM” address and “TO” address shall be written without fail otherwise the Technical Bid is liable for rejection.

#### **4.12 Mode of Submission of Tenders**

The Bids should be dropped in the Tender Box kept at the office of *The Registrar, Madurai Kamaraj University, Palkalai Nagar, Madurai – 625 021* up to due date and Time of Closing of Tenders as specified in the Tender Data Sheet.

Alternatively, if the Bidder prefers to submit the Bid by post, the Bidders should ensure that the Bid reaches Madurai Kamaraj University on or before the due date and time. Madurai Kamaraj University will not liable or responsible for any delays whatsoever in receiving the Bids. The Bids received after due date and time or unsealed or submitted by Facsimiles (FAX) will be summarily rejected.

#### **4.13 Modification and Withdrawal of Bids**

- a) Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document prepared by Madurai Kamaraj University and submitted by the Bidder with or as part of their Tender.
- b) No Tender may be modified by the Bidder after the deadline for submission of Tenders.
- c) Withdrawal of a Tender during the interval between the due date for submission of Tenders and the expiration of the period of Tender Validity specified in the Tender document shall result in the forfeiture of the Earnest Money Deposit/Security Deposit as the case may be.

## **5. TENDER OPENING AND EVALUATION**

### **5.1 Tender Opening**

The Tender Outer cover, Technical Bid (Envelope-A) and EMD cover will be opened on the date and time as specified in the Tender schedule by the evaluation committee.

### **5.2 Initial Scrutiny during Tender Opening**

During the Tender opening, initial scrutiny will be held. The tenders submitted in Two cover System namely Technical Bid Cover (Envelope-A) and Price Bid cover (Envelope-B) and documents furnished with required EMD amount will be considered for further evaluation. Those bids which do not comply with the above conditions will be summarily rejected. The decision of Madurai Kamaraj University will be final in this regard.

### **5.3 Clarifications**

When deemed necessary, Madurai Kamaraj University may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, Madurai Kamaraj University may seek additional documents for verification or decision making.

### **5.4 Tender Evaluation**

#### **5.4.1 Suppression of Facts**

- a) During the Tender evaluation, if any suppression or misrepresentation of information is brought to the notice of the Tender Inviting Authority, the Tender Inviting Authority shall have the right to reject the Bid or terminate the contract as the case may be without any compensation to the Bidder and the EMD/Security Deposit as the case may be forfeited.
- b) Bidders should note that the order value in the Work Order/Agreements if found suppressed or erased, the Tender Inviting Authority shall have the right to seek the figures or reject such Bids.
- c) It is upto the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, the Tender Inviting Authority at his discretion may or may not consider such documents.

#### **5.4.2 Technical Bid Evaluation Criteria**

Technical evaluation will be conducted on the basis of

1. Compliance of the Technical Bids with the Eligibility criteria as specified in the Tender.
2. Technical capability of the bidder.

### **5.4.3 Price Bid Evaluation**

- a) The Price Bids of the Technically Qualified Bidders alone will be opened and evaluated. The Price Bid should include all expenses towards this assignment.
- b) All the price items and taxes indicated in the Price Bid will be taken up for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c) Bidder with lowest quote need not necessarily be awarded the contract. The contract will be awarded to the bidder whose bid has been determined to be substantially responsive and has been determined as the best value bid.
- d) Decision of MKU in the evaluation of the technical and price bids shall be final.
- e) MKU reserves the right to cancel the tender without assigning any reasons.

### **5.5 Negotiations**

Further negotiations will be conducted with the Successful Bidder for improvement in the specifications of Work, Specification, further reduction in price and advancement of delivery schedule.

### **5.6 Tender prices and Taxes**

- a) The bidders shall quote only in Indian Rupees.
- b) The prices quoted in the price bid are exclusive of all taxes.
- c) If the Successful Bidder proposes to use any tools/templates to facilitate the work, the cost of the same should be included in the quote and no extra payment will be made on this account.
- d) The Successful Bidder will have full and exclusive liability for payment of all taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed exclusive of service tax. Payments will be made to the Successful Bidder after deduction of Taxes at source as applicable.
- e) The service tax will be borne by the University.
- f) It is the clear understanding of the Bidders that the complete scope defined or as may be required for the intended objective of this Tender is included in the Price Bid. No extra payment apart from the quoted cost will be made to achieve the intended objectives. Reasons like, reasons not envisaged, not considered particular activity or element of cost required to be carried out for achieving the intended objectives or some activity not specifically mentioned in the tender but required to be carried out for achieving the intended objective will not form basis for considering extra payment.
- g) No extra payment will be made for working on extended hours and working on Holidays to meet the committed delivery schedule.

## **6. SPECIFICATIONS OF WORK**

The material supplied by the bidder should satisfy the following specification but not limited to them.

**Non-tearable A4 size Preprinted Degree Certificates – Required Quantity 1,00,000 Sheets**

### **Details of the specification**

1. Four colour on one side.
2. Single colour on the back side.
3. Board – Puff laid special board.
4. Twelve Security features of Red Seal, Gold foiling (University Emblem).
5. Thickness – 220 GSM.
6. Size A4.

## **7. EXECUTION OF WORK**

### **7.1 Acceptance / Withdrawals of Tender**

The final decision of selection of successful Bidder would be based on the technical capacity and pricing. MKU does not bind itself in selecting the bidder offering lowest prices.

- a) MKU reserves the right to not to accept lowest price , to reject any or all of the tenders in full or in parts without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of the University for good and sufficient reasons.
- b) The final acceptance of the Tender is entirely vested with the Tender inviting Authority, who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever.
- c) The Tender Inviting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances.
- d) After acceptance of the Tender by MKU, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

### **7.2 Rejection of Tender of Banned Tenderer**

As per the Tamil Nadu Transparency in Tender Act 1998, if at any time before the acceptance of tender, the Tender Accepting Authority receives information that a tenderer who has submitted tender has been banned by any procuring entity, the Tender Accepting Authority shall not accept the tender of that tenders even if it may be the lowest tender.

### **7.3 Letter of Acceptance**

After successful completion of the negotiations, a Letter of Acceptance (LOA) of the tender will be issued to the Successful Bidder. The Implementation period accepted will be counted from the date of issue of this letter.

### **7.4 Security Deposit**

The Successful Bidder will be required to remit a Security Deposit (SD) equivalent to 4% (Four Percent) of the value of the order, inclusive of EMD by way of demand draft in favour of “*The Registrar, Madurai Kamaraj University*” payable at Madurai or in the form of unconditional irrevocable Bank Guarantee (as in Annexure-1) valid for a period equivalent to the delivery period from the date of acceptance of the tender. The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfilment of work.

### **7.5 Agreement**

- a) The Successful Bidder should execute an agreement for the fulfillment of the contract in the stamp paper.
- b) The incidental expenses for the execution of agreement should be borne by the Successful Bidder.
- c) If the Bidder fails to execute the agreement, the Security Deposit of the Successful Bidder will be forfeited and their tender will be held as non-responsive.

### **7.6 Release of Work Order**

After execution of the agreement specified in the Tender, MKU will release confirmatory work order to the Successful Bidder.

### **7.7 Forfeiture of EMD and SD**

- a) If the Successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.
- b) If the Successful Bidder fails to remit the SD, the EMD will be forfeited to MKU and the tender will be held void.
- c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will be forfeited to MKU.

### **7.8 Execution of Work Order**

The Successful Bidder should nominate and intimate MKU the Project Manager/Team Lead, who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Project Manager/Lead fully familiarizes with the Tender Conditions, Specifications of Work and deliverable.

## **7.9 Assigning of Tender Whole or in Part**

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Successful Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the prior written consent of MKU.

## **7.10 Liquidated Damages**

A penalty will be levied at the rate of 1% per week on the total contract value subject to a maximum of 10% on the total work order value for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay caused from the customer side will be excluded from the delivery time. In the event of failure to fulfil the conditions, MKU at its discretion may initiate any of the actions such as;

- Extension of time may be permitted to complete the work.
- Additional resources will be requested by MKU for speeding up the work.
- Contract may be terminated and new contract may be awarded to other Technically Qualified Bidders at the same tender cost or at higher cost. In case of higher cost, any difference in cost to be incurred in engaging other Bidder may be recovered from the Successful Bidder.
- Any other action as may be decided by MKU in the best interest of the work.

## **7.11 Penalty for Non-Fulfilment of Tender Conditions**

A penalty will be levied at the minimum rate of 1% per occasion subject to a maximum of the 25% of the total contract value in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order at the discretion of MKU.

## **7.12 Termination of Contract**

### **7.12.1 Termination for Default**

- a) MKU may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, sent to the Successful Bidder, terminate the contract in whole or part,
  - i. If the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to deliver the items as per the Delivery Schedule or within any extension thereof granted by MKU; or
  - ii. If the Successful Bidder fails to perform any of the obligation (s) under the contract; or
  - iii. If the Successful Bidder, in the judgment of MKU, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- b) In the event of MKU terminating the Contract in whole or in part, MKU may procure the services upon terms and in such manner as deemed appropriate at the risk and cost of the defaulting Successful Bidder and the Successful Bidder shall be liable to MKU for any additional costs for such services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

#### **7.12.2 Termination for Insolvency**

MKU may at any time terminate the Contract by giving written notice with a notice period of 30 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MKU.

#### **7.12.3 Termination for Convenience**

MKU may by written notice with a notice period of 30 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for MKU's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

#### **7.13 Force Majeure**

Neither the MKU nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:

- a) Any act of nature such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity.
- b) Meteorites or objects falling from aircraft or other aerial devices, traveling at high speeds.
- c) Fire or explosion, chemical or radioactive contamination or ionizing radiation.
- d) Epidemic or plague.
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism.

#### **7.14 Other Conditions**

The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of MKU and MKU also have the right to recover any consequential losses from the Successful Bidder.



## **7.15 Arbitration Clause**

- a) Both the parties shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them as under or in connection with the agreement.
- b) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Registrar of MKU.
- c) If the Arbitrators appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Registrar of MKU. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same; otherwise, he shall proceed denovo.
- d) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- e) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- f) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- g) The venue of the arbitration shall be the Madurai and language English.
- h) The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- i) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- j) Subject to the above, the courts in Madurai alone shall have Jurisdiction in this matter.

## **8. PAYMENT CLAUSE**

1. No advance amount will be released by the University after the signing of the agreement and the issue of the work order.
2. Any payment due to the bidder will be released after supplying of full materials. Taxes as applicable within the implementation schedule as specified in the Tender document will be paid. In case, the duties and/or taxes have been reduced retrospectively, the bidder is liable to return the same.
3. The bidder shall have the full and exclusive liability for payment of all Duties, taxes and other statutory payments payable under any or all of the statutes/Laws/Acts etc now or hereafter imposed.
4. The TDS amount will be deducted from the payment due to the bidder. The penalty amount if any levied will be adjusted from the Bills submitted by the bidder.
5. Service Taxes if applicable will be borne by the University.

## ANNEXURE-1 BANK GUARANTEE FORMAT

(To be executed in Rs.100/- Stamp Paper purchased in Tamil Nadu)

To  
The Registrar  
Madurai Kamaraj University  
Palkalai Nagar,  
Madurai – 625 021

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Deed of Guarantee executed by.....(Bankers Name & Address) having our head Office at .....(address) (hereinafter referred to as “the Bank”) in favour of \_\_\_\_\_ (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs.\_\_\_\_/- (Rupees\_\_\_\_\_ Only) as per the request of M/s.\_\_\_\_\_having its office address at\_\_\_\_\_ (hereinafter referred to as “Bidder”) against Letter of Acceptance reference \_\_\_\_\_dated \_\_/\_\_/\_\_\_\_of\_\_\_\_\_. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_ Only) and the guarantee shall remain in full force up to\_\_months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank or before \_\_\_\_ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Contractor shall furnish you with a Bank Guarantee by a Scheduled/Nationalized Bank for the sum specified therein as security for compliance with the Contractor’s performance obligations for a period of 13 months in accordance with the contract.

AND WHEREAS we have agreed to give the Contractor a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Contractor upto a total of Rs.\_\_\_\_/- (Rupees\_\_\_\_\_ Only) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until\_\_\_\_ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein

Our liability under this guarantee shall not exceed Rs.\_\_\_\_\_/ - (Rupees\_\_\_\_\_ Only). This bank guarantee shall be valid upto \_\_\_\_ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.

In witness whereof the Bank, through its authorized Officer, has set its, hand and stamp on this ..... at Madurai.

Witness:

(Signature)

(Name in Block Letters)

## **ANNEXURE -2 MODEL FORM OF CONTRACT**

(To be executed on a Rs. 100/- Stamp paper by the Successful Bidder)

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025 at Madurai between Madurai Kamaraj University having its Registered Office at Palkalai Nagar, Madurai – 625 021 hereinafter referred to as MKU (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part

and

M/s. \_\_\_\_\_ hereinafter referred to as the Successful Bidder (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

MKU invited a tender for “purchase of Non-tearable A4 size Preprinted Degree Certificates” for the use of the Office of the Controller of Examinations”, Madurai Kamaraj University and the Successful Bidder herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas MKU and the Successful Bidder, in pursuance thereof have arrived at the following terms and conditions.

1. This Contract shall remain in force for a period of one year and the University may extend the period of contract for another two years if the University thought it fit after mutual acceptance. MKU may terminate this contract at the risk and cost of the Successful Bidder where the Successful Bidder is in material breach of the terms and conditions of this contract and fails to remedy that breach on 14 days’ written notice from MKU. Termination of this contract by MKU will not relieve the Successful Bidder of its liability as agreed.
2. The Successful Bidder agrees to complete the deliverables specified in the specifications of work stated in the tender within the stipulated period prescribed by MKU at the cost mentioned below. This cost is firm and not subject to enhancement.
3. The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of MKU.
4. Neither MKU nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
  - b) Natural phenomena including but not limited to earthquakes, floods and epidemics.
  - c) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
  - d) Accidents or disruptions including, but not limited to fire and explosions.
5. The Tender Ref: *MKU/CE/Exam/G-1/25* along with the enclosures, the offer submitted by the Successful Bidder, the negotiated and finalized terms and conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

## 6. **Liquidated Damages**

A penalty will be levied at the rate of 1% per week on the total contract value subject to a maximum of 10% on the total work order value for non-fulfillment of delivery schedule. Any delay due to the Force Majeure conditions or delay caused from the customer side will be excluded from the delivery time. In the event of failure to fulfill the conditions, MKU at its discretion may initiate any of the actions such as;

- Extension of time may be permitted to complete the work.
- Additional resources will be requested by the MKU for speeding up the work.
- Contract may be terminated and new contract may be awarded to other Technically Qualified successful Bidders at the same tender cost or at higher cost. In case of higher cost, any difference in cost to be incurred in engaging other Successful Bidder may be recovered from the Successful Bidder.
- Any other action as may be decided by the MKU in the best interest of the work.

## 7. **Penalty for Non-Fulfillment of Conditions**

- A penalty will be levied at the minimum rate of 1% per occasion subject to a maximum of 25% of the total contract value in the event of non-fulfillment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order at the discretion of MKU

## 8. **Total Penalty Cap**

- The total penalty cap including Liquidated Damages and penalty for non-fulfilment of Tender would be 25% on the total value of the work order.

## 9. **Payment Clause**

- a. Payment due to the bidder will be released after receiving the bills.
- b. Taxes as applicable within the implementation schedule as specified in the Tender document will be paid. In case, the duties and/or taxes have been reduced retrospectively, the bidder is liable to return the same.
- c. The bidder shall have the full and exclusive liability for payment of all Duties, taxes and other statutory payments payable under any or all of the statutes/Laws/Acts etc now or hereafter imposed.
- d. The TDS amount will be deducted from the payment due to the bidder. The penalty amount if any levied will be adjusted from the Bills submitted by the bidder.
- e. Service Taxes if applicable will be borne by the University.

## 10. Communication

Any notice to the Successful Bidder given or required to be given hereunder shall be given by either:

- a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
- b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgment of receipt.

## 11. Termination of Contract

### 11.1. Termination for Default

- a) MKU may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, sent to the Successful Bidder, terminate the contract in whole or part,  
if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to deliver the items as per the Delivery Schedule or within any extension thereof granted by MKU; or  
If the Successful Bidder fails to perform any of the obligation(s) under the contract; or  
If the Successful Bidder, in the judgment of MKU, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of MKU terminating the Contract in whole or in part, MKU may procure the services upon terms and in such manner as deems appropriate at the risk and cost of the defaulting Successful Bidder and the Successful Bidder shall be liable to MKU for any additional costs for such services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

### 11.2 Termination for Insolvency

MKU may at any time terminate the Contract by giving written notice with a notice period of 30 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MKU.

### 11.3. Termination for Convenience

MKU may by written notice with a notice period of 30 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for MKU's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

## 12. Arbitration Clause

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Registrar of MKU.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Registrar of MKU. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be the Madurai and language English.

The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

## 13. Legal Jurisdiction

Subject to the above, the courts at Madurai only shall have jurisdiction in this matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of MKU

For and on behalf of BIDDER

Witness:

Witness:



## ANNEXURE-3 BIDDER'S COVERING LETTER

To  
The Registrar  
Madurai Kamaraj University  
Palkalai Nagar,  
Madurai – 625 021

Dear Sir,

Sub : Purchase of Non-tearable A4 size Preprinted Degree Certificates for  
the use of Office of the Controller of Examinations, Madurai Kamaraj University– Reg.

Ref : Tender Reference: *MKU/CE/Exam/G1-25..*

We have examined the Tender for the supply of Non-tearable A4 size Preprinted Degree Certificates for the use of Office of the Controller of Examinations, Madurai Kamaraj University. We undertake to meet the requirements and implement the solution and render services as required and are set out in the Tender document.

1. a) We have attached our Technical Bid with EMD and Price Bid as required by the Tender both of which together constitutes our proposal, in full conformity with the said Tender.
2. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
3. We undertake, if our Bid is accepted, to adhere to the specifications of work as specified in the Tender or such modified plan as may subsequently be agreed mutually.
4. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid response for period as mentioned in the Tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award shall constitute a binding contract between us and MKU.
5. We affirm that the information contained in the Technical Bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MKU is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MKU as to any material fact.
6. We agree that MKU is not bound to accept the lowest or any Bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the service specified in the bid response without assigning any reason whatsoever.
7. It is hereby confirmed that we are entitled to act on behalf of our company / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Authorized signatory:

Name of the Authorized signatory:

Designation:

Name of the Bidder:

Stamp & Date:

## ANNEXURE-4 FORMAT FOR PRICE BID

**Table 1:**

<b>S.No</b>	<b>Details of Work</b>	<b>Unit Rate</b>
1.	Non-tearable A4 size Preprinted Degree Certificates	

(Signature & seal of the Bidder)

Note

1. The above prices are exclusive of all taxes.
2. The applicable taxes e.g. service tax, GST, etc. will be borne by the University.

## ANNEXURE-5 PROFILE OF THE BIDDER

1.		Name of the Bidder	
2.	a)	Original Certificate of Incorporation/ Partnership deed (Please give reference number and date along with a copy of the certificate)	
	b)	Fresh Certificate of Incorporation if any (Please give reference number and date along with a copy of the certificate)	
3.	a)	<b>Registered office</b>	
		Address	
		Office Telephone Number	
		Fax Number	
	b)	<b>Contact Person</b>	
		Name	
		Personal Telephone Number	
		Email Address	
4.		<b>Local presence in Tamil Nadu</b>	
	a)	Address	
	b)	Office Telephone Number	
	c)	Fax Number	
5.		<b>Authorized signatory of Tender</b>	
	a)	Name	
	b)	Designation	
	c)	Office address	
	d)	Contact Mobile number	
	e)	Email Address	
6.		<b>Tax Registrations</b>	
	a)	Permanent Account Number (PAN)	
	b)	GST Registration Number	
7.	a)	Name of the Bank	
	b)	Name of the Branch	
	c)	Full address of the Bank Branch	
	d)	Account No.	
	e)	IFCS Code	

**Please enclose the necessary supporting documents:**

## **ANNEXURE-6 EMD AMOUNT**

#	Particulars	EMD Amount
1.	Name of the Bank	
2.	Demand Draft (DD) Number	
3.	DD Date	
4.	DD Amount	

**Please enclose the following documents:**

EMD by way of Demand Draft instrument as specified in the Tender.

## ANNEXURE-7 COMPLIANCE TO ELIGIBILITY CRITERIA

#	Eligibility Conditions	Please furnish details & enclose supporting documents
<b>1.</b>	<b>Company Registration details/ Partnership details.</b>	
	Year of Incorporation Please enclose copy of the Certificate of Incorporation/ Partnership deed	
<b>2.</b>	<b>Bidders presence in the Printing business .</b>	
	Project description	
	Customer name	
	Work Order or Agreement reference dated on or before 2024	
	Enclose copy of the Work Order or Agreement on or before 2024	
<b>3.</b>	<b>Annual turnover for the latest three Audited Financial years</b>	
	Year 2021-2022	
	Year 2022-2023	
	Year 2023-2024	
	Please enclose Annual Report for the above for private limited companies and balance sheet for others.  * If the Audited Accounts for the year 2023-24 are not ready, the Audited Accounts for the years 2021-22, 2022-23, 2023-24 shall have to be furnished.	

#	Eligibility Conditions	Please furnish details & enclose supporting documents
4.	<b>Experience of the Bidder in execution of printing work for education and training sector.</b>	
	Name of the Customer, Work Order/Agreement reference, Value of Order	
	<b>Geographical coverage (Please give no. of offices)</b>	
	Please enclose copy of the Work Order/Agreements	
	Please enclose copy of project completion or performance certificates	
	<b>Preferences:</b> ISO 9001:2008 Certificate IBA Security Registration for Printers Annual turnover Rs.15 crore	
5.	<b>Bidder's office in Madurai and any other place in Tamil Nadu</b>	
	Please enclose copy of the latest Landline Telephone bill or rental agreement or rent receipt dated before 2024 Under taking for establishing the office should be submitted in the technical bid.	



**MADURAI KAMARAJ UNIVERSITY**

*(University with Potential for Excellence)*

*Re-accredited by NAAC with 'A++' Grade in the 4<sup>th</sup> Cycle*



**TENDER NOTIFICATION No. MKU/CE/ EXAM/G-1/25**

Sealed Tenders are invited for **Purchase of Non-tearable A4 size Preprinted Degree Certificates for printing of UG/PG Degree Certificates up to 27.02.2025, by 03.00 P.M.** Tender schedule conditions, specifications and other particulars may be downloaded from **www.mkuniversity.org**

The cost of Tender form - Rs.2,000/- (Not refundable)

Last date for submitting the Tender - **27.02.2025 at 03.00 p.m.**

Opening the Tender - **27.02.2025 at 04.00 p.m.**

Palkalai Nagar,  
Madurai – 625 021  
Date: 10.02.2025.

**Registrar i/c**